

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
APRIL 18, 2018 beginning at 6:30 PM**



**DISTRICT ADMINISTRATIVE OFFICE
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA**

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at (916) 725-6873. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

CALL TO ORDER:

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the General Manager.

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIENCE:

VISITORS:

PUBLIC COMMENT:

The Public shall have the opportunity to directly address the Board on any item of interest to the public before or during the Board's consideration of that item pursuant to Government Code Section 54954.3. Public comment on items of interest within the jurisdiction of the Board is welcome. The Presiding Officer will limit comments to three (3) minutes per speaker.

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (A/I)

All items under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board, Audience, or Staff request a specific item be removed for separate discussion/action before the motion to approve the Consent Calendar.

CC-1a. Minutes of the Special Meeting – March 21, 2018

CC-1b. Minutes of the Regular Meeting – March 21, 2018

CC-2. Revenue Analysis Report for March 2018

CC-3. Assessor/Collector's Roll Adjustment for March 2018

CC-4. Treasurer's Report for March 2018

CC-5. Treasurer's Report of Fund Balances for March 2018

CC-6. Operations Budget Analysis for March 2018

CC-7. Capital Projects Summary March 2018

CC-8. Warrants for March 2018

CC-9. CAL-Card Distributions for March 2018

CC-10. Summary of 2018 Employees and Directors Training Courses, Seminars and Conference

CC-11. Employee Recognitions

- CC-12. Long Range Board Agenda (I)
Board Agenda Items Planned for Upcoming Meetings.
- CC-13. Engineering Department Report (I)
Significant assignments and activities for the Engineering Department are summarized.
- CC-14. Operations Department Report (I)
Monthly report on construction and maintenance activities.
- CC-15. 2018 Water Supply – Purchased and Produced (I)
Report on annual water supply including comparison with prior years.
- CC-16. Water Supply Reliability (I)
Receive status report on surface water supplies available to the Citrus Heights Water District (District).
- CC-17. Water Efficiency Program Update (I)
Monthly report on Water Efficiency program activities.
- CC-18. Discussion and Possible Action to approve agreement for the Graham and Circuit Water Main Replacement Project (A)
 1. Consider acceptance of a bid to replace water mains along Graham Circle and Circuit Drive.
 2. Consider authorizing a budget amendment to reallocate funds totaling \$32,000 to the Graham Circle and Circuit Drive Replacement Project.
- CC-19. Discussion and Possible Action to fill a vacant seat on the Customer Advisory Committee (A)
Consider appointing Michael Goble to fill a vacant seat on the Customer Advisory Committee.

PRESENTATIONS:

- P-1. Sunrise and Palm Groundwater Well Rehabilitation Update (I)
Receive presentation by Luhdorff & Scalmanini Consulting Engineers concerning the results of the rehabilitation of the Sunrise and Palm Groundwater Wells.

BUSINESS:

- B-1. Discussion and Possible Action to Approve a Memorandum of Understanding to form a Meter Replacement Program Consortium (A)
Consider approving a Memorandum of Understanding with Carmichael Water District, Fair Oaks Water District, Sacramento Suburban Water District, San Juan Water District, Orangevale Water Company, and Regional Water Authority for the formation of a Meter Replacement Program consortium.

- B-2. Discussion and Possible Action to Approve a Contract Amendment with Kirby's Pump and Mechanical, Inc. for Palm Well Pump and Motor Replacement (A)
Consider a contract amendment with Kirby's Pump and Mechanical, Inc. for the replacement of the pump and motor for Palm Well.

CONSULTANTS' AND LEGAL COUNSEL'S REPORTS (I):

None.

DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):

- D-1. Regional Water Authority (Dains).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Dains).
- D-5. ACWA Joint Powers Insurance Authority (Dains/Castruita).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Government Issues Committee (Gordon/Meurer).
- D-8. RWA Lobbying Program Update (Gordon/Meurer).
- D-9. Other Reports.

MANAGEMENT SERVICES REPORTS (I):

- MS-1. Corporation Yard Update.

CORRESPONDENCE:

None.

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

May 16, 2018	6:30 PM	Regular Meeting
June 20, 2018	6:30 PM	Regular Meeting
July 18, 2018	6:30 PM	Regular Meeting
August 15, 2018	6:30 PM	Regular Meeting
August 21, 2018	6:00 PM	Special Meeting
September 19, 2018	6:30 PM	Regular Meeting
October 17, 2018	6:30 PM	Regular Meeting
November 14, 2018	6:30 PM	Special Meeting
December 5, 2018	6:30 PM	Special Meeting
December 19, 2018	6:30 PM	Regular Meeting

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Regular Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 72 hours prior to the regular meeting in accordance with Government Code Section 54954.2.



Christopher Castruita, Management Services
Supervisor/Chief Board Clerk

Dated: April 12, 2018

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
March 21, 2018

The Regular Meeting of the Board of Directors was called to order at 6:000 p.m. by President Riehle and roll was called. Present were:

Raymond A. Riehle, President
Caryl F. Sheehan, Vice President
Allen B. Dains, Director

Absent:

None.

Staff: Hilary Straus, General Manager
Susan Sohal, Administrative Services Manager
Chris Castruita, Management Services Supervisor/Chief Board Clerk
David Gordon, Operations Manager
Brian Hensley, Water Resources Supervisor
Steve Anderson, General Counsel

VISITORS:

None

PLEDGE OF ALLEGIANCE:

Board President Raymond Riehle led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CLOSED SESSION:

The meeting convened into Closed Session at 6:02 pm to discuss the following items as listed on the Closed Session Regular Meeting Agenda:

CL-1. Pursuant to Section 54956.9(b):
SIGNIFICANT EXPOSURE TO LITIGATION: 1 Case

CL-2. Pursuant to Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Parcel Number 211-0192-087-0000
Agency negotiators: Chris Castruita, David Gordon, Brian Hensley, Josh Nelson,
Melissa Pieri, Hilary Straus, Susan Sohal

Negotiating parties: First Apostolic Church Incorporated of Citrus Heights
Under negotiation: Both Price and Terms of Payment

The Closed Session was adjourned at 6:59 pm.

No reportable action.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:00 pm.

APPROVED:

CHRISTOPHER CASTRUITA
Deputy Secretary
Citrus Heights Water District

RAYMOND A. RIEHLE, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
March 21, 2018

The Regular Meeting of the Board of Directors was called to order at 7:04 p.m. by President Riehle and roll was called. Present were:

Raymond A. Riehle, President
Caryl F. Sheehan, Vice President
Allen B. Dains, Director

Absent:

None.

Staff: Hilary Straus, General Manager
Susan Sohal, Administrative Services Manager
Chris Castruita, Management Services Supervisor/Chief Board Clerk
David Gordon, Operations Manager
Paul Dietrich, Project Manager
Rex Meurer, Water Efficiency Supervisor

VISITORS:

Dane Wadle, CA Special District Association

PLEDGE OF ALLEGIANCE:

Board President Raymond Riehle led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

President Riehle asked for consideration and/or approval of the Consent Calendar, consisting of the following action or information items:

Minutes of the Regular Meeting – February 21, 2018.
Revenue Analysis Report for February 2018.
Assessor/Collector's Roll Adjustment for February 2018.
Treasurer's Report for February 2018.
Treasurer's Report of Fund Balances for February 2018.
Operations Budget Analysis for February 2018.
Capital Projects Summary February 2018.
Warrants for February 2018.

CAL–Card Distributions for February 2018.

Summary of 2018 Employees, Officers and Directors Training Courses, Seminars and Conference.

Employee Recognitions.

Long Range Board Agenda (I)

Board Agenda Items Planned for Upcoming Meetings.

Engineering Department Report (I)

Significant assignments and activities for the Engineering and Capital Projects Department is summarized.

Operations Department Report (I)

Monthly report on construction and maintenance activities.

2018 Water Supply – Purchased and Produced (I)

Report on annual water supply including comparison with prior years.

Water Supply Reliability (I)

Receive status report on surface water supplies available to the Citrus Heights Water District (District).

Water Efficiency Program Update (I)

Review and consider one amendment to District Fiscal Management Policy No. 6300, Investment of District Funds.

FEBRUARY 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
64893	Alan Mateer	Customer Refund	\$49.62
64894	Kristin K Armstrong	Customer Refund	\$19.57
64895	Roberts/Cindy Estes	Customer Refund	\$37.74
64896	Ryan M/Arianna D Aten	Customer Refund	\$26.16
64897	Erma H Robinson Trust	Customer Refund	\$133.20
64898	GM Construction & Developers	Customer Refund	\$1,768.36
64899	Kevin S Nakamura	Customer Refund	\$20.48
64900	Richard S Bernard	Customer Refund	\$11.72
64901	Richard A McKinney	Customer Refund	\$270.00
64902	James C/Amber L Durgin	Customer Refund	\$57.10
64903	Manijeh Zانbأghdoust	Customer Refund	\$14.37
64904	Jay/Jennifer M Bryant	Customer Refund	\$57.81
64905	Raul/Maria Melendez	Customer Refund	\$35.20
64906	Yideli Intl Trading Inc	Customer Refund	\$195.26
64907	ABA DABA Rentals & Sales	Supplies-Field	\$406.10
64908	Alexander's Contract Services	Contract Services-Meter Reading	\$5,067.47

64909	Antelope Rd Christian Fellowship Church	Toilet Rebate Program	\$900.00
64910	Axcient Holdings LLC	Maintenance Agreement-Software	\$444.30
64911	Melvin J Ball	Toilet Rebate Program	\$75.00
64912	Bart/Riebes Auto Parts	Repair-Trucks	\$17.18
64913	BSK Associates	Water Analysis	\$288.00
64914	California Landscape Associates Inc	Janitorial	\$200.00
64915	California Surveying & Drafting Supply	Small Tools	\$15.00
64916	Citrus Heights Police Department	Equipment Rental-Office	\$50.00
64917	County of Sacramento	Permit Fees	\$757.20
64918	Dawson Oil Company	Gas & Oil	\$921.95
64919	Donald or Beverly Edy	Toilet Rebate Program	\$75.00
64920	Express Office Products Inc	Office Expense	\$272.93
64921	Future Ford	Repair-Trucks	\$726.30
64922	Ferguson Enterprises Inc #1423	Material	\$5,782.94
64923	Mitchell L or Kimberly A Hoffelt	Toilet Rebate Program	\$75.00
64924	J4 Systems	Contract Services-Other	\$5,751.67
64925	Tina Kautzman	Toilet Rebate Program	\$75.00
64926	Lords Electric Inc.	Contract Services-Other	\$5,000.00
64927	Maze & Associates	Legal & Audit	\$1,500.00
64928	Charlene McCollor	Toilet Rebate Program	\$75.00
64929	Moonlight BPO	Contract Services-Bill Print	\$3,407.75
64930	Office Depot	Office Expense	\$192.28
64931	Pace Supply Corp	Material	\$55.44
64932	Pacific Gas & Electric	Utilities	\$5,038.67
64933	Devin Tinny	Toilet Rebate Program	\$75.00
64934	Titan Workforce LLC	PC-Temporary Labor	\$756.00
64935	Traffic Management Inc.	Field Miscellaneous	\$66.27
64936	Susan G Walker	Toilet Rebate Program	\$150.00
64937	Watkins Family Revocable Trust	Toilet Rebate Program	\$75.00
64938	Secretary of State	Fees	\$910.00
64939	ACWA/JPIA	Workers Comp Insurance	\$19,494.12
64940	Best Best & Krieger	Legal & Audit	\$16,157.34
64941	Central Valley Engineering & Asphalt, Inc.	Contract Services-Paving	\$35,961.65
64942	Domenichelli and Associates, Inc	Contract Services- Engineering	\$8,759.75

64943	Ferguson Enterprises Inc #1423	Material	\$15,219.69
64944	PNP Construction, Inc	Contract Services- Engineering	\$265,780.00
64945	San Juan Water District	Purchased Water	\$627,164.80
64946	SMUD	Utilities	\$9,381.43
64947	SWRCB	Dues & Subscriptions	\$46,457.05
64948	Donald P/Anita V Marsolais	Customer Refund	\$193.10
64949	Jon E Harnew	Customer Refund	\$173.25
64950	John A/Geraldine A Hanson	Customer Refund	\$5.49
64951	Dominic C Vella	Customer Refund	\$76.25
64952	Bradley D Kirkpatrick	Customer Refund	\$81.45
64953	William D Anderson	Customer Refund	\$95.79
64954	Bruce Wilson	Customer Refund	\$29.14
64955	A & M Properties Investment, Inc	Customer Refund	\$207.14
64956	Fiberco Incorporated	Customer Refund	\$850.59
64957	ABA DABA Rentals & Sales	Supplies-Field	\$126.88
64958	AFLAC	Employee Paid Insurance	\$238.56
64959	American Water Works Association	Continued Education	\$4,070.00
64960	Bart/Riebes Auto Parts	Repair-Trucks	\$219.60
64961	Betty Ann Bertoglio	Contract Services-Miscellaneous	\$3,000.00
64962	Robin Cope	Health Insurance	\$422.30
64963	Corix Water Products, Inc	Material	\$4,844.47
64964	Cybex	Equipment Rental-Office	\$149.21
64965	Integrity Administrators Inc	Health Insurance	\$305.76
64966	J4 Systems	Contract Services-Other	\$2,241.25
64967	KBA DOCUSYS	Equipment Rental-Office	\$23.20
64968	KBA Docusys Inc	Equipment Rental-Office	\$342.63
64969	Kei Window Cleaning #12	Janitorial	\$94.00
64970	Luhdorff & Scalmanini	Contract Services-Wells	\$3,410.55
64971	Miles Treaster & Associates	Office Expense	\$1,123.45
64972	Moonlight BPO	Contract Services- Bill Print	\$3,209.97
64973	Planning Partners Inc	Contract Services-Wells	\$1,316.25
64974	Protection One Alarm Monitoring	Equip Rent-Office	\$140.00
64975	Republic Services #922	Utilities	\$210.48
64976	River City Staffing Group	Contract Services- Conservation	\$4,304.00
64977	SAWWA	Dues & Subscriptions	\$800.00

64978	Les Schwab Tires	Repair-Trucks	\$424.75
64979	Sierra Office and Printing	Water Conservation-Materials	\$2,429.00
64980	Sonitrol	Equipment Rental-Office	\$168.56
64981	State Water Resources Control Board	Dues & Subscriptions	\$65.00
64982	The Lincoln National Life Insurance Company	Disability & Life Insurance	\$6,604.05
64983	US Bank I.M.P.A.C. Government Services	Continued Education	\$7,473.25
64984	Warren Consulting Engineers Inc	Contract Services-Engineering	\$750.00
64985	World Environment & Energy Inc	Contract Services-Miscellaneous	\$371.05
64986	Carl E/Beverly A Eichman	Customer Refund	\$140.10
64987	Cecil B Callison	Customer Refund	\$168.63
64988	Gary L Grimm	Customer Refund	\$134.78
64989	Bryce/Reinalda Tirrell	Customer Refund	\$5.49
64990	John R/Debra A Thomas	Customer Refund	\$167.69
64991	Village Properties	Customer Refund	\$92.04
64992	Debra M. Odle Living Trust	Customer Refund	\$9.67
64993	David C Filimon	Customer Refund	\$82.17
64994	Kayla Minear	Customer Refund	\$135.47
64995	James Mandes III	Customer Refund	\$66.10
64996	Carl/Susan Kennedy	Customer Refund	\$8.20
64997	Matthew E Noxon	Customer Refund	\$34.71
64998	Brittany/Christopher Wesely	Customer Refund	\$80.20
64999	Rajesh/Sonu Sharma	Customer Refund	\$70.19
65000	Alexander's Contract Services	Contract Services-Meter Reading	\$3,435.62
65001	AnswerNet	Telephone-Answer Service	\$277.35
65002	California Surveying & Drafting Supply	Small Tools	\$10.00
65003	CirclePoint	Contract Services- Conservation	\$6,851.33
65004	Consolidated	Telephone-Local/Long Distance	\$1,745.55
65005	Corelogic Information Solutions Inc	Dues & Subscriptions	\$200.00
65006	County of Sacramento Municipal Services	Field Miscellaneous	\$94.10
65007	Dawson Oil Company	Gas & Oil	\$1,035.48
65008	Tamar Dawson	Continued Education	\$282.44
65009	Employee Relations Inc	Contract Services-Other	\$76.00
65010	Ethan Wade Graphics	Water Conservation-Other	\$439.52

65011	Express Office Products Inc	Office Expense	\$300.63
65012	Gaynor Telesystems Incorporated	Contract Services-Other	\$247.50
65013	Ferguson Enterprises Inc #1423	Material	\$165.08
65014	J4 Systems	Contract Services-Other	\$843.75
65015	Kaiser Foundation Health Plan, Inc	Health Insurance	\$23,917.35
65016	Lowe's	Supplies-Field	\$70.02
65017	Pace Supply Corp	Material	\$390.71
65018	Pacific Gas & Electric	Utilities	\$160.95
65019	Red Wing Shoe Store	Small Tools	\$253.30
65020	SMAQMD	Permit Fees	\$2,325.00
65021	Superior Equipment Repair	Repair-Trucks	\$1,581.83
65022	SureWest Directories	Telephone-Local/Long Distance	\$49.00
65023	Borey Swing	Continued Education	\$378.14
65024	A. Teichert & Son, Inc.	Road Base	\$2,387.69
65025	Wanda F Schlosser	Customer Refund	\$13.11
65026	John C/Mary M Moran	Customer Refund	\$107.84
65027	Herman R/Marcia A Caldwell	Customer Refund	\$117.42
65028	Keller Wiliams Realty	Customer Refund	\$183.47
65029	Richard/Sandra Geottman	Customer Refund	\$1,407.27
65030	Larry A/Deborah J Brown	Customer Refund	\$15.41
65031	Doumit Construction Inc	Customer Refund	\$1,460.73
65032	A&A Stepping Stone Manufacturing	Supplies-Field	\$28.28
65033	Alexander's Contract Services	Contract Services-Meter Reading	\$2,736.94
65034	Area West Engineers Inc	Contract Services- Engineering	\$5,320.00
65035	Avalon Custodial Care	Janitorial	\$695.00
65036	Axcient Holdings LLC	Maintenance Agreement-Software	\$444.30
65037	Bart/Riebes Auto Parts	Repair-Trucks	\$94.25
65038	BSK Associates	Water Analysis	\$672.00
65039	California Surveying & Drafting Supply	Small Tools	\$10.00
65040	City of Citrus Heights	Permit Fees	\$1,500.00
65041	County of Sacramento	Permit Fees	\$131.00
65042	Sacramento County Utilities	Utilities	\$186.75
65043	Express Office Products Inc	Office Expense	\$24.66
65044	J4 Systems	Contract Services-Other	\$846.25
65045	Moonlight BPO	Contract Services-Bill Print	\$3,971.96

65046	One Print Source & Graphics	Printing	\$251.78
65047	WaterWise Consulting, Inc	Contract Services- Conservation	\$2,450.00
TOTAL			<u>\$1,208,247.49</u>
ACH	INVOICE CLOUD	Bank Fee	\$4,805.60
ACH	VALIC	Deferred Compensation	\$2,954.50
ACH	PERS GASB 68	PERS	\$30,046.58
ACH	JANUARY 2018	Bank Fee	\$3,670.44
ACH	JANUARY 2018 WB	Bank Fee	\$87.98
ACH	JANUARY 2018FD	Bank Fee	\$119.98
ACH	JANUARY 2018PH	Bank Fee	\$122.70
ACH	PAYCHEX -SERVICE FEE	Contract Services-Other	\$881.50
ACH	PERS 2/7/18 PAY DAY	PERS	\$17,552.41
ACH	VALIC 2/8/18 PAY DAY	Deferred Compensation	\$2,954.50
ACH	VANCO JANUARY 2018	Contract Services-Other	\$30.28
ACH	VOYA 2/22/18 PAY DAY	Deferred Compensation	\$25.00
ACH	WHA MARCH 2018	Health Insurance	\$12,617.04
ACH	VOYA 2/8/18 PAY DAY	Deferred Compensation	\$25.00
TOTAL			<u>\$75,893.51</u>
GRAND TOTAL			<u><u>\$1,284,141.00</u></u>

March Checks Approved at the March Board Meeting

65089	Azteca Systems Inc	Maintenance Agreement-Software	\$19,995.00
65090	Central Valley Engineering & Asphalt, Inc.	Contract Services- Paving	\$23,676.88
65091	City of Roseville	Contract Services-Miscellaneous	\$15,252.39
65092	Ferguson Enterprises Inc #1423	Material	\$28,266.72
65093	Luhdorff & Scalmanini	Contract Services- Wells	\$9,598.60
65094	PNP Construction, Inc	Contract Services-Engineering	\$249,495.00
65095	SMUD	Utilities	\$9,998.54
65096	US Bank I.M.P.A.C. Government Services	See March Agenda Item CC-9	\$13,132.50
65097	Circlepoint	Contract Services- Conservation	\$19,202.39
TOTAL			<u>\$388,618.02</u>

Employee Recognitions— Sixteen employees received recognition for attendance during January 2018, and seventeen were recognized for outstanding customer service and quality of work during the month of February 2018. Directors were provided with a list of the employees and items for which each received recognition.

The Long Range Board Agenda was provided showing Directors upcoming items for future scheduled Board Meetings.

Engineering Department Report

The Engineering and Capital Projects Department staff presented a report on the following activities during the month of February 2018.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Engineering Manager and Project Manager	On-going	Yes, 10/18/17 (Award of Contract)	Yes	2017-2018 Masterplan for replacement of mains installed in 1960-1985.	Asset Inventory in progress. Customer Advisory Committee (CAC) Orientation scheduled for 03/19/18.
CAPITAL IMPROVEMENT PROJECT Corporation Yard Safety Improvements Project	Engineering	Engineering Manager, Project Manager & Senior Construction Inspector	On-going	TBD	Yes	2017 design & construction of Vacuum Spoils Disposal, Wash Station, Materials Storage, & Safety & Efficiency Upgrades.	Board approved contract on 07/24/17. Punchlist items being completed. 96% Complete.
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Engineering Manager and Project Manager	On-going	TBD	Yes	2017-18 Masterplan for office space requirements through 2040.	Restart Project. Engineering meeting scheduled for 03/29/18.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Highland Ave & Rosa Vista Ln 8" Water Mains	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, 01/17/18 (Award of Contract)	Yes	2017 design and construction.	Award of Contract occurred at the 01/17/18 Board Meeting. Contractor to begin construction starting 02/26/18.
CAPITAL IMPROVEMENT PROJECT Graham Cir and Circuit Dr 8" Water Mains	Engineering	Project Manager and Assistant Engineer	On-going	Yes, 01/17/18 (Con Bid Pkg Req)	Yes	2017 design, 2018 construction.	Project out to bid on 02/28/18. Pre-bid meeting scheduled for 03/15/18. Bid opening scheduled for 03/29/18.
CAPITAL IMPROVEMENT PROJECT Wind Way and Longwood Way 8" Water Mains	Engineering	Project Manager and Assistance Engineer	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	75% Plans received from Engineer on 02/05/18. Potholing scheduled for March 2018.
CAPITAL IMPROVEMENT PROJECT Pleasant View Drive 8" Water Main	Engineering	Assistant Engineer and GIS Specialist	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/30/17. Potholing to be scheduled for March/April.
CAPITAL IMPROVEMENT PROJECT Michigan Drive 8" & 6" Water Mains	Engineering	Assistant Engineer and GIS Specialist	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/03/17. Potholing to be scheduled for March/April. Received Preliminary Plans from Engineer on 12/08/17.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Road East Side Wall	Engineering	Project Manager and Assistant Engineer	On-going	Yes, TBD	No	Wall along the east side of District property.	New Item. We anticipate this project being included in the 2019 CIP. Begin communication with SJUSD during Q1 2018.
CAPITAL IMPROVEMENT PROJECT Fair Way Intertie	Engineering	Project Manager	Complete	Yes, April	Yes	Intertie with City of Roseville	Project complete. Invoice received and being processed.
PRIVATE DEVELOPMENT Northridge Grove - 5555 Mariposa Ave 47 Condominiums	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	95% Complete.	District met on 03/01/18. District to follow-up with developer.
PRIVATE DEVELOPMENT Commercial Building Remodel - 5414-50 Sunrise Blvd	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	Private development.	Project and punch list items complete except for easements.
PRIVATE DEVELOPMENT Dignity Health Building - 7115 Greenback Ln	Engineering	Engineering Manager and Senior Construction Inspector	On-going	Yes, TBD	No	Medical office building by developer.	On-site and off-site water mains installed and tested. Punchlist items remaining. Coordinate easement with engineer.
PRIVATE DEVELOPMENT 3 lot Residential Subdivision - 5648-5696 San Juan Ave	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	3 lot subdivision.	No update.
PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Drive	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	No	200-300 unit development by Watt Communities.	Project under Environmental Review. Engineer preparing Improvement Plans for proposed land exchange.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Mariposa Creek Subdivision - Antelope Road	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	15 lot subdivision located on Antelope Road.	Final plans received on 01/23/18. Developer grading site. Water installation anticipated in April 2018.
PRIVATE DEVELOPMENT Citrus Place Subdivision	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	7 lot subdivision located near Wachtel Way & Talbot Way.	Sent Will Serve letter on 09/13/17. Responded to Engineer's questions on 11/02/17. Awaiting revised plans from developer.
PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Parcel being split into 3 for 3 home subdivision.	Reviewed plans and provided comments 09/28/17. Fire flow analysis request submitted on 02/05/18.
PRIVATE DEVELOPMENT 8027 Holly Dr - Parcel Split 1 - 3	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Parcel being split into 3 for 3 home subdivision.	Sent 95% plans with comments to Engineer on 02/26/18.
PRIVATE DEVELOPMENT Sunrise Blvd 5437-5439 - Sunrise Village Retail Center - parcel split	Engineering	Engineering Manager and Assistant Engineer	On-going	TBD	No	Parcel being split into 3 for individual sales that previously occurred.	Sent comments to City 09/13/17. Awaiting to determine if developer/owner chooses to split the parcel.
PRIVATE DEVELOPMENT 7601 Sunrise Blvd The Human Bean	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	District signed plans on 12/21/17. Awaiting construction.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 6920 Auburn Blvd Stock Ranch Plaza - Parcel 11	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Received easement information on 11/30/17. Signed plans on 02/26/18.
PRIVATE DEVELOPMENT 7766 Auburn Blvd Quick Slice	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Sent comments to City on 11/27/17. Awaiting to determine if developer/owner chooses to split the parcel.
PRIVATE DEVELOPMENT 6199 Sunrise Blvd US Bank Parcel Split	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Sent Will Serve letter on 12/27/17. Awaiting to determine if developer/owner chooses to split the parcel.
PRIVATE DEVELOPMENT 8501 Auburn Blvd Studio Movie Grill	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Sent Will Serve letter on 12/28/17. Awaiting plans from developer for District review.
CITY OF CITRUS HEIGHTS PROJECT City Drainage Project	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Highland Ave, Wonder St, Dana Butte Way, and Sunhill Dr Storm Drain Project.	Anticipate bid and start of construction in Spring 2018. "B" Plans sent back 08/21/17 with comments. Coordinating utility conflicts.
CITY OF CITRUS HEIGHTS PROJECT Sunrise Blvd Complete Streets Phase 2A (C16-142)	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Frontage Improvements along West Side of Sunrise from Sayonara to north and Storm Drain Improvements.	Bidding closed on 02/02/18. Awaiting construction. City of CH scheduled pre-construction meeting for 03/14/18.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase III	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Frontage improvements along west side of Mariposa Ave from Northridge to Eastgate.	Received signed Utility Agreement. Anticipate bid and start of construction in Spring 2018.
CALIFORNIA DEPT OF TRANSPORTATION Weigh Station at I-80 & Antelope	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Weigh station and off-ramp improvements.	Sent water facility maps and as-builts to Engineer on 11/20/17. Awaiting plans from CalTrans for District review.
Annexations	Engineering	Engineering Manager, Project Manager and Assistant Engineer	2018	Yes, TBD	Yes	Strategic Planning Item.	Scoping meeting to be scheduled in April 2018.
Easements	Engineering	Engineering Manager, Project Manager and Assistant Engineer	2018	Yes, TBD	Yes	Strategic Planning Item.	Scoping meeting scheduled in 04/18/18.

Operations Department Report

Operations Manager Gordon reported as follows:

A total of 103 work orders were performed during the month of February by field operations crews, administration field crews and contractors. The results of recent bacteriological testing, a total of 72 samples, have met all California Department of Drinking Water (DDW) requirements.

2018 Water Supply – Purchased and Produced

The District’s total water use during the month of February 2018 (525.73 acre-feet) was 13.3 percent below that of February 2013 (602.52 acre-feet).

Surface Water Supply Reliability

As of March 1, 2018, storage in Folsom Lake (Lake) was at 525,300 acre-feet, 54 percent of the total capacity of 977,000 acre-feet. This represents an increase in storage of 56,672 acre-feet in the past month.

The District continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. The District's groundwater production wells, Bonita, Mitchell Farms, Skycrest, and Sylvan, are operational and used on a rotational or as-needed basis.

Water Efficiency Program Update

Water Efficiency Supervisor Meurer provided the Water Efficiency Program updates below.

ACTIVITIES AND PROGRESS REPORT

Water Efficiency, Safety and Meter Program activities during the month of January 2018 include:

- 14 ultra-low-flush toilet (ULFT) rebates were processed for the month of January. A total of \$3,000.00 in rebates were issued for February.
- To better align with SMUD's schedule for reporting monthly numbers, staff will begin reporting HECW rebates on a quarterly basis beginning April 2018.
- 16 water waste calls were received during the month of January. No reports of water waste were received through CHWD's Drought Resources web page.
- The Safety Committee has organized a series of group safety presentations. The group safety presentations will be presented by all staff members throughout the year. On Thursday February 15, 2018, the first of a series of 11 presentations was given. The presentation covered the "Dangers of Salmonella Poisoning".
- Staff began a telephone outreach campaign promoting the District's free Irrigation Efficiency Reviews. WaterWise Consulting is working with staff to contact many of CHWD's high water use customers. They are currently reaching out to CHWD's single-family customers. Due to this effort, a total of 12 additional Irrigation Efficiency Reviews were generated and completed for the month of February. A total of 52 Irrigation Efficiency Reviews have been completed since the outreach campaign began in December 2017.

- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

Month	R-GPCD 2017	R-GPCD 2018	% CHANGE
January	75	77	+3%
February	72	85	+18%
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Below is a recap of the region's overall water saving in January 2018 as compared to 2013.

REDUCTION BY AGENCY (Data compared to 2013)		
Water Agency	Jan. 2018 Reduction	Annual to Date 2018 Reduction
San Juan Water District	19.6%	19.6%
California American Water	17.4%	17.4%
Fair Oaks Water District	14.5%	14.5%
El Dorado Irrigation District	13.1%	13.1%
Orange Vale Water Company	13.1%	13.1%
City of Woodland	12.4%	12.4%
Citrus Heights Water District	11.9%	11.9%
City of Sacramento	11.5%	11.5%
City of West Sacramento	11.0%	11.0%
Rio Linda/Elverta CWD	11.0%	11.0%
City of Yuba City	10.4%	10.4%
Del Paso Manor Water District	10.3%	10.3%
Elk Grove Water District	8.4%	8.4%
City of Davis	7.9%	7.9%
Carmichael Water District	7.6%	7.6%
City of Roseville	7.4%	7.4%
City of Lincoln	5.0%	5.0%
Rancho Murieta CSD	4.8%	4.8%
City of Folsom	4.7%	4.7%
Sacramento Suburban WD	3.4%	3.4%
Golden State Water Company	1.8%	1.8%
Placer County Water Agency	-9.9%	-9.9%
Sacramento County Water Agency	-25.2%	-25.2%
Average	7.5%	7.5%
Minimum	-25.2%	-25.2%
Maximum	19.6%	19.6%

ACTION: Director Dains moved and Director Sheehan seconded a motion to accept the Consent Calendar.

The motion carried 3-0 with all Directors voting yes.

PRESENTATIONS:

California Special Districts Association Update

Dane Wadle, the California Special Districts Association (CSDA) Public Affairs Field Coordinator for the Sierra Network including Sacramento County gave a presentation on legislative issues CSDA is tracking pertinent to the District. He called out SB 929, CSDA sponsored legislation which requires districts to have a website. The legislation also provides for exceptions where Districts would be able to claim exemption from the requirement. Mr. Wadle stated that CSDA is requesting District support of the bill.

Mr. Wadle also called out SB 831, a bill that would prohibit Districts from charging fees on Accessory Dwelling Units (ADUs). CSDA opposes the bill, and Mr. Wadle explained that CSDA staff is attempting to educate District's that could be effected by the issue of its potential consequences.

Finally, Mr. Wadle distributed an information packet to the Board members, noting various additional legislative proposals that affect CSDA members, as well as training opportunities available to those members.

BUSINESS:

Discussion and Possible Action to Approve a Resolution Amending the Customer Advisory Committee Membership

Management Services Supervisor/Chief Board Clerk Castruita requested the Board consider adoption of Resolution 04-2018, amending the Customer Advisory Committee membership. On January 17, 2018 the Citrus Heights Water District (CHWD) Board of Directors (Board) approved Resolution 01-2018, establishing the Customer Advisory Committee. Based on Board direction at previous CHWD Board meetings, Resolution 01-2018 prescribed a 22 seat body made up of 19 voting members and three ex-officio members, for a total 22 seats, including:

1. 17 seats for residential customers located throughout the CHWD service area;
2. Two seats representing commercial interests from the Citrus Heights Chamber of Commerce and Sunrise MarketPlace, respectively; and
3. Three ex-officio seats for the San Juan Unified School District, the Sunrise Parks and Recreation District, and Sylvan Cemetery District, respectively.

Changes to Business and Ex-Officio Members

In the days following the January Board Meeting, two additional local stakeholders came to light. First, staff reviewed the volumetric usage of the City of Citrus Heights (City), and found that the City uses a significant amount of water to irrigate street medians and maintain their City Hall complex. Given that CHWD appointed other local government agencies with significant water usage (San Juan Unified School District, Sylvan Cemetery District, and Sunrise Recreation and Parks District) to ex-officio seats on the Board, staff recommended adding an ex-officio seat for the City as well.

In addition, staff was made aware of the existence of the Auburn Boulevard Business Association (ABBA), a non-profit membership association created in 2016 to represent the business and property owners along Auburn Boulevard between Sylvan Corners and I-80. Ms. Kimberly Berg, a CAC

residential member, is a member of the ABBA Board, and was recommended as the ABBA representative to the CAC. Thus, staff recommended seating Ms. Berg as a commercial voting member in order to allow for an ABBA representative.

Filling Seat of Resigned CAC Member

As noted at the February 21, 2018 Board Meeting, CAC member Russell Blair submitted a letter of resignation to staff on February 16, 2018. At their February meeting, the Board directed staff to select a prospective CAC member from the current applicant pool, whose membership in the CAC the Board would consider at their next Regular Board Meeting on March 21, 2018.

Staff recommended the appointment of Mr. Richard Moses, a resident of Citrus Heights Neighborhood Area 8. In considering the applicants, staff took into account the geographic distribution of CAC residential members, the application materials submitted by the remaining applicant pool, and contacted the individual to confirm their willingness to participate.

ACTION: Director Sheehan moved and Director Dains seconded a motion to receive and file a preview of the 2018 Strategic Plan.

The motion carried 3-0 with all Directors voting yes.

CONSULTANTS' AND LEGAL COUNSEL'S REPORTS:

None.

DIRECTORS' AND REPRESENTATIVES' REPORTS:

Regional Water Authority (Dains)

General Manager Straus stated that the Powerhouse Science Center will be coming online soon.

Sacramento Groundwater Authority (Sheehan)

Director Sheehan Caryl stated that at the most recent budget SGA meeting, she learned there will be no fee increases. Fair Oaks Water District and Sacramento Suburban Water District will see fee decreases because their respective service territories straddle the North American sub-basin and the sub-basin to the south of the North American. These agencies will be required to pay fees based on the number of connections located within the sub-basin. Director Sheehan noted that the SGA budget is trimmer than in past years.

San Juan Water District (All)

No report.

Association of California Water Agencies (ACWA) (Dains)

No report.

ACWA Joint Powers Insurance Authority (JPIA) (Dains/Castruita)
No report.

City of Citrus Heights (Pieri)

Operations Manager Gordon stated that staff is continuing to work with the City General Services Director Rhonda Sherman and City Engineer Stuart Hodgkins District concerns over pavement restoration specifications as well as issues with telecommunications utilities contractors. City staff has been willing to help find solutions to issues that arise in the field, and District staff is grateful for their willingness to address these issues.

Chamber of Commerce Government Issues Committee (Gordon/Meurer)

Water Efficiency Supervisor Meurer noted that new Chamber Executive Director Cendrinne DeMattei has brought a lot of energy to the organization. General Manager Straus stated that Ms. DeMattei is looking for partnerships and sponsorships, and staff will review whether it may be feasible to include a sponsorship from the District as part of the 2019 budget proposal.

RWA Lobbying Program Update (Gordon/Meurer)

Operations Manager Gordon noted that a legislative update was included in the March FYI Report, providing updates on significant legislative issues. In addition, he noted that staff will track significant issues of concern that CSDA brought up as part of their report.

Other Reports

Operations Manager Gordon made note that staff intends to hold a discussion on the water supply agreement with the Board in the coming months, and will provide further information as feasible.

Operations Manager Gordon also stated that a regional group of water providers had a good meeting with the State Water Resources Control Board regarding the potential use of aquifer storage and recovery (ASR) technologies. They discussed regional concerns over potential red tape that could be faced, and the State representatives resolved multiple concerns that the water agency representatives brought up. SGA is exploring how to get economies of scale to partner on technical and financial feasibility studies of ASR technologies.

Administrative Services Manager Sohal made note of a recent customer request directed to the Board. A customer submitted a written request to have a required deposit refunded to their account and associated late penalties and reconnection fees waived. Administrative Services Manager Sohal stated that customers are given 25 days to pay their bill, and a 10-day grace period following the due date. At the conclusion of the grace period, a 5% late penalty is assessed to all outstanding balances. Customers then receive 20 days to pay a second invoice. At that point, staff issues a Notice of Intent to Terminate Service (NOITS) via FedEx. Customers are given 7-10 days to pay the bill following issuance of NOITS. Administrative Services Manager Sohal stated that over the past 2 years, the customer has been reaching the point of issuance of a NOITS, and would typically make payment at that point.

The customer was recently shut off following issuance of the NOITS and the required 7-10 day waiting period. Per policy, staff then required the customer to submit a deposit on the account to reconnect service. The deposit would be refunded with interest after 1 year of making payments in a timely fashion. Staff intends to issue a response of the policies and procedures surrounding shut-off to clarify this with the customer.

General Manager Straus and Director Riehle provided a brief update on the Project 2030 Customer Advisory Committee meeting. General Manager Straus stated that the CAC is a diverse group of folks, with some customers living in the District for decades, and others arriving here within months of the CAC formation. He is excited to work with the team. Director Riehle stated that he was very proud of Engineering Manager Pieri's performance at the meeting. He stated that recording and making the video available via YouTube is very important to the long-term success of the project. The Committee has a lot of very bright people, and he is eager to get more people running for office because they understand the need to serve their community, and not just because it provides them an elected seat.

MANAGEMENT SERVICES REPORT:

Meter Replacement Study Update

General Manager Straus and Water Efficiency Supervisor Meurer provided an update concerning the Meter Replacement Program. The administrative group composed of General Managers from the participating agencies has finalized a draft MOU. They expect to issue the draft to all participating agencies for final review tomorrow, March 22. Following this review, the group will schedule meetings with each respective agency's Board for review and approval of the MOU. General Manager Straus was happy to announce that the group recently welcomed Fair Oaks Water District to the group at the L1 level. Following the completion of work by the administrative group, the technical group will finalize and issue the RFP for services.

2018 Strategic Planning Process Update

Management Services Supervisor Castruita provided an update on the Strategic Planning process for use at the June Strategic Planning meeting. Staff has discussed the Board's input to include the Customer Advisory Committee in the process at the June meeting. Following discussion with Laura Mason-Smith, the District's strategic planning facilitator, staff proposes the following agenda:

- 8:45 a.m. – 12 noon: with CAC Participation
 - Teambuilding and recognition of District accomplishments and strengths
 - Recognize the District's Mission, Vision, Core Values, and Commitments
 - Identify significant issues, factors, and trends facing the District
- 12 noon – 1 p.m.: Lunch Break
- 1 p.m. – 3:30 p.m.: CAC welcome to view proceedings
 - Define Goals and SMART Objectives
 - Confirm or adjust the five District Three-Year Goals
 - Identify the top 3-4 Measurable SMART Objectives for the Goals in 2019

The Board provided consensus direction to proceed in this manner.

Director Dains expressed support for the format, and also informed the group that, due to a scheduling conflict, he would not be able to attend the Strategic Planning Session on June 7. The Board provided dates that they are available in late May and early June, and directed staff to utilize one of these predetermined dates to schedule the meeting.

CORRESPONDENCE:

None.

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

Dates and locations of upcoming Regular Meetings of the Board of Directors were noted for the calendar.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:29 pm.

APPROVED:

CHRISTOPHER CASTRUITA
Deputy Secretary
Citrus Heights Water District

RAYMOND A. RIEHLE, President
Board of Directors
Citrus Heights Water District

MARCH 2018

2018 REVENUE ANALYSIS

Outstanding Recievables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
721,333	517,602	85,554	6,647	206,412	(94,882)

General Ledger Balance	Total
Outstanding A/R	811,796
Outstanding Liens	-
Unclaimed Funds	(5,711)
Outstanding Grants	1,247
Less Unapplied Payments	(96,285)
Total	\$ 711,048

**ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
March 31, 2018**

Board Of Directors
Citrus Heights Water District

Assessor/Collector Roll Adjustment		
March-18		
	Dollar	Count
DEFAULT		
One Time Courtesy	\$ 97.22	13
New Owner	\$ 8.51	2
Bankruptcy	\$ 4.28	1
DEFAULT Total	\$ 110.01	16
DISCONNECT CHG		
InvoiceCloud Error	\$ 208.00	2
DISCONNECT CHG Total	\$ 208.00	2
3-DAY DOOR HANG		
Bankruptcy	\$ 23.00	1
3-DAY DOOR HANG Total	\$ 23.00	1
NSF		
Lockbox Error	\$ 29.00	1
Customer Victim of Fraud	\$ 29.00	1
NSF Total	\$ 58.00	2
Grand Total	\$ 399.01	21

Pursuant to Policy No. 7315 the following charges have been cancelled.

Reason For Cancellation	Charge Type	Amount
Bankruptcy	3-DAY DOOR HANG	23.00
Bankruptcy	DEFAULT	4.28
New Owner	DEFAULT	4.76
New Owner	DEFAULT	3.75
One Time Courtesy	DEFAULT	4.01
One Time Courtesy	DEFAULT	3.92
One Time Courtesy	DEFAULT	5.42
One Time Courtesy	DEFAULT	5.00
One Time Courtesy	DEFAULT	4.16
One Time Courtesy	DEFAULT	4.03
One Time Courtesy	DEFAULT	4.28
One Time Courtesy	DEFAULT	3.90
One Time Courtesy	DEFAULT	42.29
One Time Courtesy	DEFAULT	6.43
One Time Courtesy	DEFAULT	4.76
One Time Courtesy	DEFAULT	4.48
One Time Courtesy	DEFAULT	4.54
InvoiceCloud Error	DISCONNECT CHG	104.00
InvoiceCloud Error	DISCONNECT CHG	104.00
Customer Victim of Fraud	NSF	29.00
Lockbox Error	NSF	29.00
		<u>\$ 399.01</u>

TREASURER'S REPORT TO THE BOARD OF DIRECTORS

CC-04

CITRUS HEIGHTS WATER DISTRICT

Month of March 2018

Bank of the West
Beginning Balance \$5,276,972

RECEIPTS: 1,117,359

DISBURSEMENTS:

Checks Issued / ACH Payments	594,279		
Payroll	333,524		
Returned Checks	3,218		

931,022 186,338

Bank of the West
Balance per Bank March 31, 2018 5,463,310

Outstanding Checks	(82,644)
Deposit in Transit	<u>56,223</u>

Balance Per Books March 31, 2018 \$5,436,889

RECONCILEMENT:

Bank of the West	\$5,436,888
Local Agency Investment Fund	6,140,520
COP Reserve Account	536,976
Money Mkt Activity Account	<u>530,873</u>

TOTAL BALANCE \$12,645,257

CASH & INVESTMENT SUMMARY:

Bank of the West (General Account)	\$5,436,888
Local Agency Investment Fund	6,140,520
COP 2010 Reserve Account	536,976
Money Mkt Activity Account	<u>530,873</u>

Total \$12,645,257

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	1.20%	18,585.96	1/12/2018

I certify that this report accurately reflects all pooled investments and is in compliance with applicable State of California Government Codes and is in conformity with Investment of District Funds Policy 6300. As Treasurer of the Citrus Heights Water District, I hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months' estimated expenditures.



SUSAN K. SOHAL, Treasurer



HILARY M. STRAUS, Secretary

Signed: 04/12/2018

TREASURER'S REPORT OF FUND BALANCES
March 31, 2018

	Beginning Balance 01/01/2018	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 03/31/2018	2018 Target Balance per Policy
Operating Fund	\$ 3,634,963	\$ 2,399,449	\$ (2,560,500)	\$ 1,117,359	\$ (931,022)	\$ 3,660,249	\$ 2,334,017
Operating Reserve	\$ 2,975,286					\$ 2,975,286	N/A
Rate Stabilization Fund	\$ 834,000					\$ 834,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,654,025					\$ 2,654,025	\$ 2,644,621
Restricted for Debt Service	\$ 536,963					\$ 536,963	N/A
Water Supply Reserve	\$ 200,000					\$ 200,000	N/A
Water Efficiency Reserve	\$ 150,000					\$ 150,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,025,000					\$ 1,025,000	N/A
Fleet Equipment Reserve	\$ 350,069					\$ 350,069	\$ 318,559
Employment-Related Benefits Reserve	\$ 256,862					\$ 256,862	\$ 864,229
	\$ 12,617,167	\$ 2,399,449	\$ (2,560,500)	\$ 1,117,359	\$ (931,022)	\$ 12,642,453	


SUSAN K. SOHAL, Treasurer

TREASURER'S REPORT OF FUND BALANCES
March 31, 2018

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,117,359	from funds collected in March 2018 per Treasurer's Report
	<u>\$ (931,022)</u>	disbursements made in March 2018 per Treasurer's Report
	\$ 186,337	

Citrus Heights Water District
Budget Performance Report
As of 3/31/2018

CC-06

	March Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance		Annual Budget
				Amount	Percent	
Revenues						
Metered Service Charges	\$608,620.15	\$2,237,487.93	\$2,104,947.00	\$132,540.93	6.30%	\$8,419,792.00
Metered Water Deliveries	154,036.31	637,548.48	819,557.00	(182,008.52)	-22.21%	6,532,500.00
Non-Metered Service Charges	5,296.47	22,647.25	35,001.00	(12,353.75)	-35.30%	140,000.00
Penalties	4,674.64	15,866.56	18,819.00	(2,952.44)	-15.69%	150,000.00
Interest	2,140.97	4,857.50	2,499.00	2,358.50	94.38%	10,000.00
Backflow Fees	3,349.17	12,632.29	29,001.00	(16,368.71)	-56.44%	116,000.00
Water Service Install & S&R			6,825.00	(6,825.00)	-100.00%	27,300.00
Grant Funds		1,200.00		1,200.00	0.00%	
Miscellaneous *	13,718.36	47,683.77	32,499.00	15,184.77	46.72%	130,000.00
Cost Reimbursements	435.68	747.68		747.68	0.00%	
Income - Wheeling Water		4,410.02	339.00	4,071.02	1200.89%	2,700.00
Total Revenue	792,271.75	2,985,081.48	3,049,487.00	(64,405.52)	-2.11%	15,528,292.00
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		516,526.00	771,326.52	(254,800.52)	-33.03%	3,085,306.08
Ground Water	58,552.39	99,150.97	88,287.57	10,863.40	12.30%	341,195.95
	58,552.39	615,676.97	859,614.09	(243,937.12)	-28.38%	3,426,502.03
Labor & Benefits						
Labor Regular	216,510.89	666,795.20	672,241.27	(5,446.07)	-0.81%	2,693,210.08
Labor Taxes	17,799.93	50,742.29	62,078.76	(11,336.47)	-18.26%	248,315.04
Labor Workers Comp			15,750.00	(15,750.00)	-100.00%	63,000.00
Labor External	173.21	3,624.81	22,675.02	(19,050.21)	-84.01%	90,700.08
Benefits Med/Den/Vis	42,270.06	117,630.50	118,886.22	(1,255.72)	-1.06%	475,544.88
Benefits LTD/Life/EAP	9,614.62	13,920.25	8,842.26	5,077.99	57.43%	35,369.04
Benefits CalPers	17,504.06	45,387.09	194,685.18	(149,298.09)	-76.69%	778,740.72
Benefits Other	866.78	5,630.17	7,500.00	(1,869.83)	-24.93%	30,000.00
Benefit Retiree Expenses	4,224.30	10,672.90	12,633.24	(1,960.34)	-15.52%	50,532.96
Benefit Unemployment	223.68	4,561.22	2,100.00	2,461.22	117.20%	8,400.00
Benefit GASB 68	30,046.58	90,139.74		90,139.74	0.00%	
Capitalized Labor & Benefit Contra	(34,491.91)	(116,860.16)		(116,860.16)	0.00%	
	304,742.20	892,244.01	1,117,391.95	(225,147.94)	-20.15%	4,473,812.80
General & Administrative						
Fees & Charges	5,289.59	20,404.54	21,124.65	(720.11)	-3.41%	102,409.59
Regulatory Compliance/Permits	10,884.99	18,453.20	31,253.76	(12,800.56)	-40.96%	125,015.04
District Events & Recognition	2,393.17	4,009.69	6,707.52	(2,697.83)	-40.22%	26,830.08
Maintenance/Licensing	4,459.30	25,835.84	37,705.83	(11,869.99)	-31.48%	150,823.32
Equipment Maintenance	10,009.76	15,040.24	17,499.99	(2,459.75)	-14.06%	69,999.96

Citrus Heights Water District
Budget Performance Report
As of 3/31/2018

CC-06

	March	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Professional Development	3,732.68	20,374.26	25,747.50	(5,373.24)	-20.87%	94,533.50
Department Admin	7,285.07	13,507.37	13,656.21	(148.84)	-1.09%	54,624.84
Dues & Subscriptions	895.00	13,521.07	35,782.26	(22,261.19)	-62.21%	143,129.04
Fuel & Oil	4,524.45	11,925.59	12,750.00	(824.41)	-6.47%	51,000.00
General Supplies	5,779.01	8,239.02	9,275.01	(1,035.99)	-11.17%	37,100.04
Insurance - Auto/Prop/Liab	1,636.60	1,636.60	21,249.99	(19,613.39)	-92.30%	84,999.96
Leasing/Equipment Rental	2,268.74	4,972.18	7,595.49	(2,623.31)	-34.54%	30,381.96
Parts & Materials	41,015.86	113,992.89	13,750.02	100,242.87	729.04%	55,000.08
Postage/Shipping/Freight	11,489.07	32,534.66	30,647.35	1,887.31	6.16%	123,294.74
Rebates & Incentives	525.00	3,450.00	4,920.00	(1,470.00)	-29.88%	19,680.00
Telecom/Network	3,350.39	7,070.93	10,325.01	(3,254.08)	-31.52%	41,300.04
Tools & Equipment	8,904.72	13,176.41	15,425.01	(2,248.60)	-14.58%	61,700.04
Utilities	327.37	2,207.61	8,075.01	(5,867.40)	-72.66%	32,300.04
Write-Off Bad Debt Exp			1,250.01	(1,250.01)	-100.00%	5,000.04
Capitalized G&A Contra	(47,413.53)	(131,524.71)		(131,524.71)	0.00%	
Capitalized Equipment Contra		(32,536.94)		(32,536.94)	0.00%	
	<u>77,357.24</u>	<u>166,290.45</u>	<u>324,740.62</u>	<u>(158,450.17)</u>	<u>-48.79%</u>	<u>1,309,122.31</u>
Professional & Contract Services						
Support Services	98,629.71	185,685.81	431,918.76	(246,232.95)	-57.01%	1,727,675.04
Legal Services	20,642.31	29,358.05	81,500.01	(52,141.96)	-63.98%	326,000.04
Printing Services	410.48	854.14	10,050.00	(9,195.86)	-91.50%	38,515.00
	<u>119,682.50</u>	<u>215,898.00</u>	<u>523,468.77</u>	<u>(307,570.77)</u>	<u>-58.76%</u>	<u>2,092,190.08</u>
Reserves & Debt Services						
Interest Expense	30,077.14	21,804.15	183,984.00	(162,179.85)	-88.15%	735,936.00
Net Increase(Decrease) in Value of Investments		(11,671.29)		(11,671.29)	0.00%	
	<u>30,077.14</u>	<u>10,132.86</u>	<u>183,984.00</u>	<u>(173,851.14)</u>	<u>-94.49%</u>	<u>735,936.00</u>
Total Operating Expenses	<u>590,411.47</u>	<u>1,900,242.29</u>	<u>3,009,199.43</u>	<u>(1,108,957.14)</u>	<u>-36.85%</u>	<u>12,037,563.22</u>
Net Income / (Expense)	<u>201,860.28</u>	<u>1,084,839.19</u>	<u>40,287.57</u>	<u>1,044,551.62</u>	<u>2592.74%</u>	<u>3,490,728.78</u>

Project Number	Project Name	BUDGET				COMMITMENTS	AMOUNTS PAID			PROJECTION
		Project Forecast Budget	Expenditures to 12/2017	Remaining Budget	2018 Budget	Open Commitments	Month to Date	Year to Date	Project to Date	2019 Forecast
C15-102	Corporation Yard Improvements	\$2,632,325	\$1,593,598	\$1,038,727	\$0	\$0	\$62,373	\$618,683	\$2,212,281	
C15-133	Higland Ave and Rosa Vista	\$396,487	\$35,334	\$361,153	\$0	\$0	\$44,123	\$47,229	\$82,563	
C15-137	C-Bar-C Pressure Control	\$550,000	\$0	\$550,000	\$250,000	\$0	\$0	\$0	\$0	
C16-131	Wind Way and Longwood Way	\$327,158	\$7,785	\$319,373	\$305,154	\$0	\$59	\$5,477	\$13,262	
C16-134	Auburn Blvd-Rusch Park Placer	\$166,357	\$0	\$166,357	\$157,880	\$0	\$0	\$0	\$0	
C16-142	Sunrise BI Streetscape Ph 2	\$50,000	\$450	\$49,550		\$0	\$0	\$0	\$450	
C18-101	Stock Ranch Res. Svc Replcmnts	\$662,653	\$0	\$662,653	\$607,432	\$0	\$0	\$0	\$0	
C18-102	Thunderhead Cir 8in Main Rplc	\$665,842	\$0	\$665,842	\$292,049	\$0	\$0	\$0	\$0	\$349,456
C18-103	Cologne Way 6in Main Replace	\$242,384	\$0	\$242,384	\$116,345	\$0	\$0	\$0	\$0	\$116,343
C18-104	Quiet Oak Ln 8in Main Oak S	\$121,011	\$0	\$121,011	\$58,085	\$0	\$0	\$0	\$0	\$58,085
C18-105	Old Auburn Rd Dafodil Wooddale	\$0	\$0	\$0		\$0	\$0	\$0	\$0	
C18-106	Groundwater Well #7	\$796,860	\$0	\$796,860	\$382,493	\$0	\$0	\$0	\$0	\$382,493
Construction in Progress		\$6,611,077	\$1,637,167	\$4,973,910	\$2,169,438	\$0	\$106,555	\$671,389	\$2,308,556	\$906,377
C18-010	Water Main Replacements	\$64,888	\$0	\$64,888	\$59,897	\$0	\$0	\$0	\$0	
C18-011	Water Valve Replacements	\$144,200	\$0	\$144,200	\$135,428	\$0	\$494	\$6,682	\$6,682	
C18-012	Water Service Connections	\$850,000	\$0	\$850,000	\$823,750	\$0	\$71,295	\$191,641	\$191,641	
C18-013	Water Meter Replacements	\$107,000	\$0	\$107,000	\$98,083	\$0	\$4,843	\$23,592	\$23,592	
C18-014	Fire Hydrants	\$154,500	\$0	\$154,500	\$150,787	\$0	\$7,137	\$30,819	\$30,819	
Annual Infrastructure		\$1,320,588	\$0	\$1,320,588	\$1,267,945	\$0	\$83,770	\$252,733	\$252,733	\$0
C15-104B	Document Management System	\$250,000	\$5,361	\$244,639	\$120,000	\$0	\$0	\$0	\$5,361	
C17-004A	Server Upgrade	\$100,000	\$18,190	\$81,810		\$0	\$0	\$0	\$18,190	
C17-004B	Workstation Replacements	\$20,000	\$1,405	\$18,595		\$0	\$0	\$0	\$1,405	
C17-004C	Hydraulic Model	\$42,000	\$38,607	\$3,393		\$0	\$0	\$0	\$38,607	
C18-003	Fleet/Field Operations Equip	\$287,500	\$0	\$287,500	\$287,500	\$0	\$0	\$0	\$0	
C18-004	Technology Hardware/Software	\$35,000	\$0	\$35,000	\$32,308	\$0	\$4,924	\$6,852	\$6,852	
Fleet and Equipment		\$734,500	\$63,562	\$670,938	\$439,808	\$0	\$4,924	\$6,852	\$70,414	\$0

Project Number	Project Name	BUDGET				COMMITMENTS	AMOUNTS PAID			PROJECTION
		Project Forecast Budget	Expenditures to 12/2017	Remaining Budget	2018 Budget	Open Commitments	Month to Date	Year to Date	Project to Date	2019 Forecast
C15-101	Fairway 12" & 8" Intertie	\$19,690	\$1,217	\$18,473	\$0	\$0	\$0	\$17,686	\$18,903	
C15-109	Blossom Hill Way 6" & 10" Inte	\$22,015	\$0	\$22,015		\$0	\$0	\$0	\$0	
C15-110	Crestmont Ave 6" Intertie	\$19,980	\$0	\$19,980		\$0	\$0	\$0	\$0	
C15-131	Baird Way 12in Main	\$360,337	\$316,772	\$43,565		\$0	\$0	\$0	\$316,772	
C15-132	Graham Cir and Circuit Dr	\$570,984	\$30,268	\$540,716	\$524,048	\$0	\$49	\$1,904	\$32,172	
C17-100	24in Oak at C-Bar-C to Arcade	\$2,100,000	\$0	\$2,100,000	\$500,000	\$0	\$0	\$0	\$0	\$750,000
C17-101	Pleasant View Dr-Oak to Poppy	\$499,231	\$6,549	\$492,682	\$460,130	\$0	\$123	\$123	\$6,672	
C17-102	Michigan Dr - Sunrise to West	\$249,258	\$1,289	\$247,969	\$231,005	\$0	\$1,250	\$1,446	\$2,735	
Water Mains		\$3,841,495	\$356,095	\$3,485,400	\$1,715,183	\$0	\$1,422	\$21,159	\$377,254	\$750,000
C17-103	Operations Building Remodel	\$1,475,000	\$19,010	\$1,455,990	\$1,300,000	\$0	\$0	\$0	\$19,010	
C18-005	Facilities Improvements	\$125,000	\$0	\$125,000	\$115,385	\$0	\$0	\$0	\$0	
C18-040	Other City Partnerships	\$300,000	\$0	\$300,000	\$275,000	\$0	\$0	\$0	\$0	
C18-041	Other Infrastructure Projects	\$103,000	\$0	\$103,000	\$94,417	\$0	\$0	\$0	\$0	
Miscellaneous Projects		\$2,003,000	\$19,010	\$1,983,990	\$1,784,801	\$0	\$0	\$0	\$19,010	\$0
C17-020	Groundwater Well Improvements	\$115,000	\$2,884	\$112,116	\$0	\$0	\$0	\$1,657	\$4,541	
C17-104	Groundwater Well Property Acq	\$890,000	\$123,943	\$766,057	\$0	\$0	\$19,007	\$43,421	\$167,364	
C18-020	Groundwater Well Improvements	\$100,000	\$0	\$100,000	\$91,667	\$0	\$0	\$0	\$0	
Wells		\$1,105,000	\$126,827	\$978,173	\$91,667	\$0	\$19,007	\$45,078	\$171,905	\$0
Grand Totals:		\$15,615,660	\$2,202,662	\$13,412,999	\$7,468,841	\$0	\$215,678	\$997,211	\$3,199,873	\$1,656,377

MARCH 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
65048	James H/Mary E Kurtz	Customer Refund	\$200.60
65049	William H Soper	Customer Refund	\$37.17
65050	Ormsby Family Trust	Customer Refund	\$237.34
65051	Timothy J Dembeck	Customer Refund	\$233.91
65052	Bart S/Deborah Clark	Customer Refund	\$115.60
65053	Eunice M Powell Trust	Customer Refund	\$93.65
65054	Jason P Sowa	Customer Refund	\$12.81
65055	Margaret L Fair	Customer Refund	\$154.04
65056	Colston J Shuell	Customer Refund	\$11.22
65057	Robert C Gurd	Customer Refund	\$40.82
65058	Frank Hamusek	Customer Refund	\$12.34
65059	Anthony W/Kesley R Dixon	Customer Refund	\$22.63
65060	Dan/Daniela Carp	Customer Refund	\$109.65
65061	Christian S/Ana Siladie	Customer Refund	\$54.57
65062	Brent G Baader	Customer Refund	\$107.32
65063	Daniel J/Helen J DuMiller	Customer Refund	\$145.38
65064	Srilekha Deka	Customer Refund	\$82.56
65065	ABA DABA Rentals & Sales	Supplies-Field	\$372.54
65066	Airgas USA, LLC	Supplies-Field	\$58.92
65067	AREA Restroom Solutions	Equipment Rental- Field	\$118.76
65068	Best Best & Krieger	Legal & Audit	\$7,791.06
65069	Core & Main LP	Material	\$142.23
65070	Corix Water Products, Inc	Material	\$6,216.12
65071	Robert K or Jane Daly	Toilet Rebate Program	\$150.00
65072	Kelly R Drake	Printing	\$21.73
65073	Express Office Products Inc	Office Expense	\$120.49
65074	Government Finance Officers Association	Dues & Subscriptions	\$160.00
65075	Grainger	Small Tools	\$311.61
65076	Ferguson Enterprises Inc #1423	Material	\$464.91
65077	Integrity Administrators Inc	Health Insurance	\$5,000.00
65078	Maxwell or Lindsey Jillie	Toilet Rebate Program	\$150.00
65079	Liebert Cassidy Whitmore	Legal & Audit	\$60.72
65080	MMANC	Dues & Subscriptions	\$75.00
65081	Moonlight BPO	Contract Services-Bill Print	\$3,415.91
65082	Pollardwater.com - East	Small Tools	\$1,231.39
65083	Alberto Preciado	Continued Education	\$387.32
65084	Randall J or Debra J Ritter	Customer Refund	\$150.00

MARCH 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
65085	Sophos Solutions	Contract Services-Other	\$3,440.00
65086	Thomson Reuters	Dues & Subscriptions	\$88.89
65087	Verizon Wireless	Telephone-Wireless	\$1,227.07
65088	Voyager Fleet Systems Inc	Gas & Oil	\$1,854.51
65089	Azteca Systems Inc	Maintenance Agreement-Software	\$19,995.00
65090	Central Valley Engineering & Asphalt, Inc.	Contract Services- Paving	\$23,676.88
65091	City of Roseville	Contract Services- Miscellaneous	\$15,252.39
65092	Ferguson Enterprises Inc #1423	Material	\$28,266.72
65093	Luhdorff & Scalmanini	Contract Services- Wells	\$9,598.60
65094	PNP Construction, Inc	Contract Services- Engineering	\$249,495.00
65095	SMUD	Utilities	\$9,998.54
65096	US Bank I.M.P.A.C. Government Services	Continued Education	\$13,132.50
65097	CirclePoint	Contract Services- Water Conservation	\$19,202.39
65098	Carol A. Debose	Customer Refund	\$45.05
65099	AFLAC	Employee Paid Insurance	\$395.99
65100	Afman Supply	Small Tools	\$373.68
65101	Alexander's Contract Services	Contract Services- Meter Reading	\$2,385.73
65102	Aqua Sierra Controls	Wells Maintenance	\$809.04
65103	Avalon Custodial Care	Janitorial	\$375.00
65104	Bart/Riebes Auto Parts	Repair-Trucks	\$1,153.49
65105	Betty Ann Bertoglio	Contract Services- Miscellaneous	\$3,000.00
65106	Bryce Consulting, Inc	Legal & Audit	\$6,500.00
65107	California Landscape Associates Inc	Janitorial	\$200.00
65108	Citrus Heights Chamber of Commerce	Continued Education	\$695.00
65109	Robin Cope	Health Insurance	\$422.30
65110	Cybex	Equipment Rental-Office	\$158.16
65111	Dawson Oil Company	Gas & Oil	\$1,310.84
65112	Paul Dietrich	Continued Education	\$74.32
65113	Domenichelli and Associates, Inc	Contract Services- Engineering	\$5,407.50
65114	Indoor Environmental Services	Maintenance Agreement-Equipment	\$322.00
65115	Integrity Administrators Inc	Health Insurance	\$331.24
65116	J4 Systems	Contract Services-Other	\$743.75
65117	Kei Window Cleaning #12	Janitorial	\$94.00
65118	Moonlight BPO	Contract Services-Bill Print	\$3,522.18
65119	MSDSonline, Inc.	Small Tools	\$2,062.00
65120	Planning Partners Inc	Contract Services- Wells	\$5,898.43
65121	Protection One Alarm Monitoring	Equiment Rental-Office	\$303.85

MARCH 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
65122	Republic Services #922	Utilities	\$58.04
65123	Les Schwab Tires	Repair-Trucks	\$680.56
65124	Sierra Safety	Small Tools	\$1,055.34
65125	Sonitrol	Equipment Rental-Office	\$343.66
65126	Superior Equipment Repair	Repair-Trucks	\$911.36
65127	TechnoFlo Systems	Repair-Equipment/Hardware	\$1,390.79
65128	The Lincoln National Life Insurance Company	Disability & Life Insurance	\$6,539.51
65129	Best Best & Krieger	Legal & Audit	\$7,922.45
65130	Loren P Turner	Customer Refund	\$41.40
65131	Thomas E/Kaye Madden	Customer Refund	\$15.01
65132	Gina M Pugliani	Customer Refund	\$78.95
65133	Anna May Dill	Customer Refund	\$102.99
65134	Manuel Duenas Jr	Customer Refund	\$75.00
65135	Christopher M Walker	Customer Refund	\$14.71
65136	Bobe Living Trust	Customer Refund	\$31.68
65137	Bret/Gayle Satchwell	Customer Refund	\$12.42
65138	Vladislav Samborskiy	Customer Refund	\$170.20
65139	Thomas W Montgomery	Customer Refund	\$26.17
65140	KB Homes Sacramento Inc	Customer Refund	\$148.55
65141	Ermine Kadzhikyan	Customer Refund	\$225.93
65142	Terri Crippes	Customer Refund	\$54.24
65143	Lindon/Anna Lewis	Customer Refund	\$131.47
65144	MRO Investments, Inc	Customer Refund	\$49.69
65145	Daniel Navarrete	Customer Refund	\$7.51
65146	ABA DABA Rentals & Sales	Supplies-Field	\$339.63
65147	Alexander's Contract Services	Contract Services- Meter Reading	\$3,881.36
65148	AnswerNet	Telephone-Answering Service	\$277.35
65149	BSK Associates	Water Analysis	\$1,989.00
65150	Burketts	Office Expense	\$229.18
65151	California Society of Municipal Finance Officers	Dues & Subscriptions	\$110.00
65152	Caltronics Business System	Small Office Equipment	\$2,677.59
65153	Colantuono, Highsmith & Watley, PC	Legal & Audit	\$102.00
65154	Consolidated	Telephone-Local/Long Distance	\$1,747.77
65155	Dr. Well Water Well Services Inc	Wells Maintenance	\$750.00
65156	Express Office Products Inc	Office Expense	\$475.92
65157	Global Machinery West	Fixed Assets	\$146.69
65158	Ferguson Enterprises Inc #1423	Material	\$791.96

MARCH 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
65159	J4 Systems	Contract Services-Other	\$3,888.75
65160	J4 Systems	Contract Services-Other	\$972.50
65161	KBA DOCUSYS	Equipment Rental-Office	\$23.20
65162	KBA Docusys Inc	Equipment Rental-Office	\$342.63
65163	L and D Landfill	Contract Services- Miscellaneous	\$113.52
65164	Lowe's	Supplies-Field	\$237.29
65165	Moonlight BPO	Contract Services-Bill Print	\$4,869.35
65166	Pace Supply Corp	Material	\$244.45
65167	Protective Life Insurance Company	Disability & Life Insurance	\$2,121.53
65168	RW Trucking	Contract Services- Miscellaneous	\$3,038.75
65169	Sac-Val Janitorial Supply	Supplies-Field	\$101.03
65170	Les Schwab Tires	Repair-Trucks	\$315.41
65171	SureWest Directories	Telephone-Local/Long Distance	\$49.00
65172	A. Teichert & Son, Inc.	Road Base	\$1,825.51
65173	Void	Void	\$0.00
65174	Petty Cash	Petty Cash	\$414.98
65175	Best Best & Krieger	Legal & Audit	\$7,087.46
65176	Douglas G Chilson	Customer Refund	\$79.91
65177	Nyberg Family Trust	Customer Refund	\$82.13
65178	Paul R/Elizabeth L Poulin Trust	Customer Refund	\$34.18
65179	Gabriela L Miller	Customer Refund	\$276.40
65180	Phil/Sharon Bluemel	Customer Refund	\$121.81
65181	Harvey R Salzberg	Customer Refund	\$166.11
65182	John R Gattrell	Customer Refund	\$1,219.02
65183	Colston J Shuell	Customer Refund	\$90.38
65184	Devney/Cheryl Kinzel	Customer Refund	\$116.68
65185	Kleven Construction	Customer Refund	\$661.28
65186	Afman Supply	Small Tools	\$252.22
65187	Alexander's Contract Services	Contract Services-Meter Reading	\$2,635.51
65188	AREA Restroom Solutions	Equipment Rental- Field	\$118.76
65189	Axcient Holdings LLC	Maintenance Agreement-Software	\$444.30
65190	BSK Associates	Water Analysis	\$392.00
65191	Corelogic Information Solutions Inc	Dues & Subscriptions	\$200.00
65192	Corix Water Products, Inc	Material	\$4,374.66
65193	Dawson Oil Company	Gas & Oil	\$1,195.37
65194	Golden State Flow Measurement, Inc	Material	\$130.66
65195	Ferguson Enterprises Inc #1423	Material	\$2,841.98

MARCH 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
65196	Kaiser Foundation Health Plan, Inc	Health Insurance	\$23,896.72
65197	Luhdorff & Scalmanini	Contract Services- Wells	\$5,818.35
65198	Moonlight BPO	Contract Services-Bill Print	\$1,561.68
65199	Petty Cash	Petty Cash	\$392.18
65200	Pacific Gas & Electric	Utilities	\$114.66
65201	Rapid Information Destruction Services	Equip Rent-Office	\$40.00
65202	RDO Equipment	Repair-Trucks	\$88.48
65203	Les Schwab Tires	Repair-Trucks	\$189.70
65204	Superior Equipment Repair	Repair-Trucks	\$2,667.05
65205	Verizon Wireless	Telephone-Wireless	\$1,248.52
65206	Voyager Fleet Systems Inc	Gas & Oil	\$2,020.46
65207	WaterWise Consulting, Inc	Water Cons-Contract	\$2,100.00
65208	Annamarie Buchanan	Customer Refund	\$90.73
65209	Evan L/Valerie L Callaway	Customer Refund	\$7.35
65210	David L/Kristen L Fenocchio	Customer Refund	\$104.87
65211	Paul/Loretta Sax	Customer Refund	\$1,118.19
65212	Gillian J Baird	Customer Refund	\$173.90
65213	Jason/Tiffany Baker	Customer Refund	\$9.44
65214	Joshua D/Diane K Gross	Customer Refund	\$37.37
65215	Bruce Wilson	Customer Refund	\$83.66
65216	Katherine P/Ryan K Rodgers	Customer Refund	\$18.47
65217	Jay/Jennifer M Bryant	Customer Refund	\$99.69
65218	Kale J Goodman	Customer Refund	\$11.39
65219	Robert W McDonough Jr	Customer Refund	\$29.65
65220	Zorro Holdings LP	Customer Refund	\$127.58
65221	Anna K Okel	Customer Refund	\$27.64
65222	Airgas USA, LLC	Supplies-Field	\$116.60
65223	Alexander's Contract Services	Contract Services-Meter Reading	\$2,431.96
65224	Associated Sound	Contract Services-Other	\$1,288.30
65225	Avalon Custodial Care	Janitorial	\$695.00
65226	CA-NV AWWA	Dues & Subscriptions	\$180.00
65227	Best Best & Krieger	Legal & Audit	\$7,198.85
65228	CAPIO	Dues & Subscriptions	\$325.00
65229	California Surveying & Drafting Supply	Small Tools	\$25.00
65230	City of Citrus Heights	Permit Fees	\$2,040.00
65231	Corix Water Products, Inc	Material	\$45.26
65232	Dr. Well Water Well Services Inc	Wells Maintenance	\$750.00

MARCH 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
65233	Ross Eichelberger	Toilet Rebate Program	\$75.00
65234	Ferguson Enterprises Inc #1423	Material	\$1,659.96
65235	William Hail	Toilet Rebate Program	\$75.00
65236	Carolyn Haneline	Toilet Rebate Program	\$75.00
65237	J4 Systems	Contract Services-Other	\$931.25
65238	Gloria Kalthoff	Toilet Rebate Program	\$75.00
65239	Norman Larson	Toilet Rebate Program	\$75.00
65240	Mars Company	Wells Maintenance	\$107.33
65241	Mitch's Certified Classes	Continued Education	\$600.00
65242	Moonlight BPO	Contract Services-Bill Print	\$2,374.33
65243	One Print Source & Graphics	Printing	\$46.33
65244	Petty Cash	Petty Cash	\$363.15
65245	Pirtek Power Inn	Repair-Trucks	\$307.40
65246	Red Wing Shoe Store	Small Tools	\$164.84
65247	Sac-Val Janitorial Supply	Supplies-Field	\$302.94
65248	Andrea Saunders	Toilet Rebate Program	\$75.00
65249	Sophos Solutions	Contract Services-Other	\$4,000.00
65250	TechnoFlo Systems	Repair-Equipment/Hardware	\$807.14
65251	A. Teichert & Son, Inc.	Road Base	\$1,818.61
65252	Neal Walden	Toilet Rebate Program	\$75.00
65253	Warren Consulting Engineers Inc	Contract Services- Engineering	\$6,855.00
65254	CA-NV AWWA	Dues & Subscriptions	\$80.00
65255	Void	Void	\$0.00
65256	Void	Void	\$0.00
65257	Void	Void	\$0.00
65258	Void	Void	\$0.00
65259	Void	Void	\$0.00
65260	Void	Void	\$0.00
65261	Void	Void	\$0.00
65262	Void	Void	\$0.00
65263	Void	Void	\$0.00
65264	Void	Void	\$0.00
65265	Void	Void	\$0.00
65266	Void	Void	\$0.00
65267	Void	Void	\$0.00
65268	Matthew Maxwell	Contract Services- Miscellaneous	\$1,300.00
Total			<u>\$613,984.14</u>

MARCH 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACH	PERS 3/13/18 PAYDAY	PERS	\$17,771.28
ACH	APRIL 2018 HEALTH	Health Insurance	\$13,885.21
ACH	APRIL 2018 INTEREST	Bank Fee	\$30,072.95
ACH	FEB 2017	Bank Fee	\$1,772.05
ACH	FEB 2017 FEE	Bank Fee	\$2,061.99
ACH	FEB 2018	See March Agenda Item CC-9	\$13,132.50
ACH	FEB 2018 FD	Bank Fee	\$119.98
ACH	FEB 2018 IC	Bank Fee	\$3,782.00
ACH	FEB 2018 PH	Bank Fee	\$117.98
ACH	FEB 2018 WB	Bank Fee	\$88.95
ACH	FEBRUARY 2018	Bank Fee	\$1,863.61
ACH	MAR2018 GASB68	PERS	\$30,046.58
ACH	PAYCHEX SERVICE FEE	Contract Services-Other	\$551.00
ACH	PERS 3/8/18 PAYDAY	PERS	\$17,771.28
ACH	VALIC 3/23/18 PAYDAY	Deferred Compensation	\$2,954.50
ACH	VANCO FEB 2018	Contract Services-Other	\$30.28
ACH	VOYA 3/23/18 PAYDAY	Deferred Compensation	\$25.00
ACH	CORIX WATER PRODUCTS	Material	\$10,086.52
ACH	FERGUSON ENTERPIRSES	Material	\$18,856.25
ACH	US BANK I.M.P.A.C SERVICES	See April Agenda Item CC-9	\$21,363.41
Total			<hr/> <hr/>
Grand Total			<hr/> <hr/>

April Checks Approved at April Board Meeting

65309	CirclePoint	Water Conservation-Contract	\$10,586.01
65310	City of Citrus Heights	Permit Fees	\$17,274.99
65313	Harris & Associates	Contract Services- Engineering	\$8,797.50
65314	Lund Construction	Contract Services- Engineering	\$169,639.60
65315	Maze & Associates	Legal & Audit	\$9,458.00
65316	Planning Partners Inc	Contract Services- Wells	\$10,483.86
65317	PNP Construction, Inc	Contract Services- Engineering	\$57,682.00
65318	SMUD	Utilities	\$8,561.61
Total			<hr/> <hr/>

US BANK - CAL-Card Distributions
March 2018

CC-09

TOTAL															
BILL	Project 2030	CIP	Fleet Repair	Cont Ed	Supplies	Office	Postage	Meeting Accom	Small Tools	Printing	Maint Agrmt	Office Repair	Repair - Equip/ Hardware	Water Conser/ Cont Serv	

Cutler	\$ 60.04			-	-	30.02	-	-	-	-					
Gordon	\$ 423.96			211.98	-	-	-	-	-	-					
Henry	\$ 183.15	2,684.42		-	-	-	-	-	-	-	183.15				
Hensley	\$ 790.52			85.69	-	142.54	-	149.23	-	-					35.60
Shockley	\$ 15,361.63			-	1,914.94	323.46	2,207.27	130.82	285.54	244.32		2,235.18	2,913.75		
Spiers	\$ 2,279.24			91.43	-	813.02	-	-	100.51	134.66					
Sohal	\$ 7,029.48	4,924.08		35.38	189.80	-	-	-	-	452.52	750.00				
Straus	\$ 173.20			-	79.10	-	-	-	-	-	15.00				
TOTAL	\$ 21,363.41	2,684.42	4,924.08	424.48	2,183.84	1,309.04	2,207.27	280.05	386.05	831.50	183.15	765.00	2,235.18	2,913.75	35.60

Date: 4/6/18

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : April 11, 2018
 PREPARED BY : Christopher Castruita, Management Services Supervisor/Chief Board Clerk

The following District employees were recognized for perfect attendance during February 2018, and outstanding customer service and quality of work during the month of March 2018.

Administrative Services & Water Efficiency Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Chris Castruita		Attended and organized the March CAC Orientation.	Assisted in developing the District's recently adopted Bloodborne pathogens plan.
Brady Chambers	Yes	Replaced zero read meter after regular business hours.	
Kelly Drake	Yes	Replaced zero read meter after regular business hours.	Assisted in developing the District's recently adopted Bloodborne pathogens plan.
Madeline Henry	Yes	Attended and organized the March CAC Orientation.	Assisted with formatting issues on a PowerPoint presentation.
Mersadez Hogan	Yes	Assisted a customer with question about his bill. Customer was having translation issues and Mersadez used her multi-lingual skills to help the customer with concerns	
Dana Mellado		Customer called to thank Dana for assisting with a private leak adjustment. Customer was very pleased with the resolution of his leak. Presented a Safety Presentation at the weekly Safety Meetings	

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Rex Meurer	Yes	Attended the March CAC Orientation.	
Alberto Preciado	Yes	Started Excel classes for staff on the last Wednesday of every month.	
Beth Shockley	Yes	Cut an additional check after check run had been completed in order to assist Management Services get a vendor paid. Assisted staff with updates to offices.	
Desiree Smith	Yes		Improved the NSF process to have more information available for staff to be able to address customer concerns.

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes	Attended the March CAC Orientation Meeting.	Participated in the PITA Interviews. Assisted in the install of a District appliance.
Paul Dietrich	Yes		Participated in a District's Board of Directors Meeting in March.
Neil Tamagni	Yes		Performed an inspection during off-hours on the District's capital improvement projects.

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tim Cutler	Yes	Presented a Safety Presentation at the weekly Safety Meetings. Assisted to complete the installation of a fire line meter box & lid in a concrete driveway.	Assisted and inspected the painting work on District facilities.
James Ferro		Assisted to complete the installation of a fire line meter box & lid in a concrete driveway. Customer called in to say thank you for the restoration work done at their property.	
Jarrett Flink			Assisted Standby with an emergency water service repair during a heavy rain event.
Gil Garcia		Customer wrote a letter of praise to say thank you for fixing a leak on their property. On short notice, removed water from a meter box for meter replacement of zero reads.	
Brian Hensley	Yes	Presented a Safety Presentation at the weekly Safety Meetings.	Participated in a District's Board of Directors Meeting in March. Participated in the PITA Interviews.
Dan Hesse	Yes	Customer called in to say thank you for their restoration work on their property. Assisted to complete the installation of a fire line meter box & lid in a concrete driveway.	Assisted Standby with an emergency water service repair during a heavy rain event.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Rickey Kelley		<p>Customer called in to say thank you for their restoration work on their property.</p> <p>Assisted to complete the installation of a fire line meter box & lid in a concrete driveway.</p>	Assisted Standby with an emergency water service repair.
Mike Mariedth	Yes	<p>Presented a Safety Presentation at the weekly Safety Meetings.</p> <p>Customer work a letter of praise to say thank you for fixing a leak on their property.</p> <p>On short notice, removed water from a meter box for meter replacement of zero reads.</p>	
Chris Nichols	Yes		
Nick Spiers	Yes		
John Spinella	Yes		

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
APRIL 18, 2018 BOARD MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : April 18, 2018
 PREPARED BY : Christopher Castruita, Management Services Supervisor/Chief Board Clerk
 Madeline Henry, Management Services Specialist/Deputy Board Clerk

OBJECTIVE:

Listed below is the current Long Range Agenda.

Legend	
S	Study Session
CC	Consent Calendar
P	Presentation
B	Business
PH	Public Hearing
CL	Closed Session

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA					
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
May 16, 2018					
May 16, 2018		Notice of Completion - Corporation Yard Safety Improvement Project	Pieri	CC	A
May 16, 2018		Resolution to Accept Easements at 6237 Fountain Square Drive and 5414-50 Sunrise Blvd	Pieri	CC	A
May 16, 2018		Agreement for Asset Management Software	Pieri	S	I/D
May 16, 2018		Poster Contest Presentation	Meurer	P	I/D
May 16, 2018		Audit/CAFR Review	Preciado/Sohal	B	A
May 16, 2018		Strategic Plan Quarterly Update	Henry	B	A
May 16, 2018		Resolution Calling for November Election	Sohal/Henry	B	A
May 16, 2018		CEQA/Neg. Dec. for Well Site No. 7	Gordon/Hensley	PH	A
May 16, 2018		Purchase of Property	Nelson/Gordon/Hensley	CL	A
May 16, 2018		Negotiation of Property	Pieri/Nelson	CL	I/D
June 4, 2018					
June 4, 2018	Special Board Meeting	Strategic Planning Session	Straus/Castruita/Henry	S	I/D
June 20, 2018					
June 20, 2018		Update on Groundwater Sustainability Plan	Gordon (SGA)	P	I/D
June 20, 2018		Approval of Land Exchange Agreement	Pieri/Nelson	B	A
June 20, 2018		Agreement for Asset Management Software	Pieri	B	A
July 18, 2018					
July 18, 2018	Finance Corporation Meeting	Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp.	Sohal	B	A
July 18, 2018		Mid-Year Budget Review	Sohal	B	A
July 18, 2018		Approval of 2019 Strategic Plan	Sohal/Castruita/Henry	B	A
August 21, 2018					
August 21, 2018		Budget Rate Model Options Workshop	Sohal	P	I/D
September 19, 2018					
September 19, 2018		Refined Budget Options/Prop 218 Direction	Sohal/Straus	B	A
October 17, 2018					
October 17, 2018		Misc. Charges and Fees - Proposed	Sohal	B	A
November 14, 2018					
November 14, 2018		Cost-of-Living Adjustment to Salary Schedule, Retiree Insurance Benefits, and Directors' Compensation	Castruita	B	A
November 14, 2018		Results of District Elections	Castruita	B	A
December 5, 2018					
December 5, 2018	Special Board Meeting	Operating and Capital Budgets	Straus/Sohal/Pieri/Gordon	PH	A
December 5, 2018	Special Board Meeting	Water Rates, Charges & Fees	Straus/Sohal	PH	A
December 5, 2018	Special Board Meeting	Capacity Fees	Straus/Sohal	PH	A

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA					
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
December 19, 2018					
December 19, 2018		SGMA Implementation/GSA Development	Gordon/Anderson	P	I/D
December 19, 2018		Committee Assignments	Castruita	B	A
December 19, 2018		District Officers	Castruita	B	A
December 19, 2018		Selection of President and Vice President	Castruita	B	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Consent/Information Item
 REPORT DATE : April 5, 2018
 PREPARED BY : Missy Pieri, Engineering Manager/District Engineer

Significant assignments and activities for the Project Management and Engineering Department are summarized below. I will be available at the meeting to answer questions and/or provide additional details.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Engineering Manager and Project Manager	On-going	Yes, 10/18/17 (Award of Contract)	Yes	2017-2018 Masterplan for replacement of mains installed in 1960-1985.	Asset Inventory in progress. Customer Advisory Committee (CAC) Orientation occurred on 03/19/18. CAC Meeting #1 scheduled for 05/29/18.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Corporation Yard Safety Improvements Project	Engineering	Engineering Manager, Project Manager and Senior Construction Inspector	On-going	Yes, 05/16/18 (Anticipate Notice of Completion)	Yes	2017 design and construction of Vacuum Spoils Disposal, Wash Station, Materials Storage, and Safety and Efficiency Upgrades.	Board approved contract on 07/24/17. Substantial Completion Letter sent to Contractor on 04/05/18. 99% Complete.
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Engineering Manager and Project Manager	On-going	TBD	Yes	2017-18 Masterplan for office space requirements through 2040.	Restart Project. Engineering meeting completed 03/29/18. Next meeting scheduled for 04/17/18.
CAPITAL IMPROVEMENT PROJECT Highland Ave & Rosa Vista Ln 8" Water Mains	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, 01/17/18 (Award of Contract)	Yes	2017 design and construction.	Award of Contract occurred at the 01/17/18 Board Meeting. Contractor began construction on 02/26/18. 25% Complete.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Graham Cir and Circuit Dr 8" Water Mains	Engineering	Project Manager and Assistant Engineer	On-going	Yes, 04/18/18 (Anticipate Award of Contract)	Yes	2017 design, 2018 construction.	Project out to bid on 02/28/18. Bid opening occurred on 03/29/18. Anticipate Award of Contract at the 04/18/18 Board Meeting.
CAPITAL IMPROVEMENT PROJECT Wind Way and Longwood Way 8" Water Mains	Engineering	Project Manager and Assistant Engineer	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	75% Plans received from Engineer on 02/05/18. Potholing completed on 04/10/18.
CAPITAL IMPROVEMENT PROJECT Pleasant View Drive 8" Water Main	Engineering	Assistant Engineer and GIS Specialist	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/30/17. Potholing to be scheduled for April 2018.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Michigan Drive 8" & 6" Water Mains	Engineering	Assistant Engineer and GIS Specialist	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/03/17. Potholing to be scheduled for April 2018. Received Preliminary Plans from Engineer on 12/08/17.
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Road East Side Wall	Engineering	Project Manager and Assistant Engineer	On-going	Yes, TBD	No	Wall along the east side of District property.	We anticipate this project will be included in the 2019 CIP. Begin communication with SJUSD in 2018.
PRIVATE DEVELOPMENT Northridge Grove - 5555 Mariposa Ave 47 Condominiums	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	95% Complete.	District met on 03/01/18. District to follow-up with developer regarding a cost-sharing agreement for system improvements made in conjunction with the project.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Commercial Building Remodel - 5414-50 Sunrise Blvd	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	Private development.	Project and punch list items complete except for easements.
PRIVATE DEVELOPMENT Dignity Health Building - 7115 Greenback Ln	Engineering	Engineering Manager and Senior Construction Inspector	On-going	Yes, TBD	No	Medical office building by developer.	On-site and off-site water mains installed and tested. Portions of demolition of existing water facilities complete. Coordinate easement with engineer and City of Citrus Heights.
PRIVATE DEVELOPMENT 3 lot Residential Subdivision - 5648-5696 San Juan Ave	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	3 lot subdivision.	Preconstruction meeting occurred on 03/12/18. District reviewing project submittals.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Drive	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	No	200-300 unit development by Watt Communities.	Comments regarding Draft Environmental Impact Report due 05/07/18. Engineer preparing Improvement Plans for proposed land exchange.
PRIVATE DEVELOPMENT Mariposa Creek Subdivision - Antelope Road	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	15 lot subdivision located on Antelope Road.	Final plans received on 01/23/18. Developer grading site. Water installation anticipated in May 2018.
PRIVATE DEVELOPMENT Citrus Place Subdivision	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	7 lot subdivision located near Wachtel Way & Talbot Way.	Sent Will Serve letter on 09/13/17. Responded to Engineer's questions on 11/02/17. Received revised plans from engineer on 04/03/18.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Parcel being split into 3 for 3 home subdivision.	Reviewed plans and provided comments 09/28/17. Fire flow analysis request submitted on 02/05/18. Engineer submitted revised plans on 03/22/18. Comments sent to engineer on 04/04/18. Awaiting resubmittal.
PRIVATE DEVELOPMENT 8027 Holly Dr - Parcel Split 1 - 3	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Parcel being split into 3 for 3 home subdivision.	Sent 95% plans with comments to Engineer on 02/26/18. Awaiting resumittal.
PRIVATE DEVELOPMENT Sunrise Blvd_5437-5439 - Sunrise Village Retail Center - parcel split	Engineering	Engineering Manager and Assistant Engineer	On-going	TBD	No	Parcel being split into 3 for individual sales that previously occurred.	Sent comments to City 09/13/17. Awaiting to determine if developer/owner chooses to split the parcel.
PRIVATE DEVELOPMENT 7601 Sunrise Blvd The Human Bean	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	District signed plans on 12/21/17. Awaiting construction.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 6920 Auburn Blvd Stock Ranch Plaza - Parcel 11	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Received easement information on 11/30/17. Signed plans on 02/26/18. Awaiting construction.
PRIVATE DEVELOPMENT 7766 Auburn Blvd Quick Slice	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Sent comments to City on 11/27/17. Awaiting final plans from developer for District review.
PRIVATE DEVELOPMENT 6199 Sunrise Blvd US Bank Parcel Split	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Sent Will Serve letter on 12/27/17. Awaiting to determine if developer/owner chooses to split the parcel.
PRIVATE DEVELOPMENT 8501 Auburn Blvd Studio Movie Grill	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Sent Will Serve letter on 12/28/17. Awaiting plans from developer for District review.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT City Drainage Project	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Highland Ave, Wonder St, Dana Butte Way, and Sunhill Dr Storm Drain Project.	Anticipate bid and start of construction in Spring 2018. "B" Plans sent back 08/21/17 with comments. Coordinating utility conflicts.
CITY OF CITRUS HEIGHTS PROJECT Sunrise Blvd Complete Streets Phase 2A (C16-142)	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Frontage improvements along west side of Sunrise from Sayonara to north and Storm Drain Improvements.	Attended preconstruction meeting on 03/14/18. CHWD to begin any water facility relocations in April/May 2018.
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase III	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Frontage improvements along west side of Mariposa Ave from Northridge to Eastgate.	Received signed Utility Agreement. Anticipate bid and start of construction in Spring 2018.
CALIFORNIA DEPT OF TRANSPORTATION Weigh Station at I-80 & Antelope	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Weigh station and off-ramp Improvements.	Sent water facility maps and as-builts to Engineer on 11/20/17. Awaiting plans from CalTrans for District review.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
Annexations	Engineering	Engineering Manager, Project Manager and Assistant Engineer	2018	Yes, TBD	Yes	Strategic Planning Item.	Scoping meeting to be scheduled on 04/18/18.
Easements	Engineering	Engineering Manager, Project Manager and Assistant Engineer	2018	Yes, TBD	Yes	Strategic Planning Item.	Scoping meeting scheduled on 04/18/18.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 BOARD MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Consent/Information Item
 REPORT DATE : April 4, 2018
 PREPARED BY : David M. Gordon, Operations Manager
 Tim Cutler, Water Distribution Supervisor

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	Current Mth	Year to Date		Current Mth	Year to Date
Backflow Maintenance	0	0	C18-010 Water Mainline	0	0
Blow Off Maintenance	0	0	C18-011 Water Valves	1	3
Hydrant Maintenance	21	86	C18-012 Water Services	25	77
Leak Investigation	0	2	C18-013 Water Meters	15	54
Mainline Repair/Maintenance	0	1	C18-014 Fire Hydrants	1	5
Meter Box Maintenance	2	13	TOTAL	42	139
Meter Register Replacement	15	58	Water Quality		
Meter Repair/Test/Maintenance	0	1	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.</i>		
Pot Hole Work	0	0			
Water Service Repair/Locate	0	1			
Valve, Mainline Maintenance	44	145			
Valve Box Maintenance	0	1			
TOTAL	82	308			

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
APRIL 18, 2018 BOARD MEETING**

SUBJECT : 2018 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Consent/Information Item
 REPORT DATE : April 2, 2018
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 David M. Gordon, Operations Manager

OBJECTIVE:

Report on annual water supply including comparison with prior years and current 5 - 10% voluntary reduction policy.

Month	2013	2014	2015	2016	2017	2018				Year-to-Date Comparison to 2013	
	Total Water Monthly					Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
	acre feet					acre feet				acre feet	%
Jan	602.52	602.39	570.05	539.60	506.81	481.10	50.28	531.38	531.38	-71.14	-11.8%
Feb	606.36	450.96	511.52	484.53	443.99	477.82	47.91	525.73	1,057.11	-151.77	-12.6%
Mar	819.55	612.20	725.95	517.56	546.60	514.54	29.65	544.19	1,601.30	-427.13	-21.1%
Apr	1,029.73	737.30	761.02	677.81	575.52						
May	1,603.43	1,190.07	869.08	979.49	1,138.72						
Jun	1,816.73	1,548.66	1,065.10	1,343.76	1,412.94						
Jul	2,059.21	1,622.10	1,184.95	1,544.57	1,650.76						
Aug	1,924.28	1,477.49	1,188.18	1,579.80	1,570.80						
Sep	1,509.82	1,275.11	1,069.78	1,257.91	1,441.76						
Oct	1,297.42	1,030.74	918.67	840.80	1,128.97						
Nov	911.55	682.48	589.6	561.82	631.55						
Dec	700.94	563.15	519.57	518.62	574.43						
Total	14,881.54	11,792.65	9,973.47	10,846.27	11,622.85	1,473.46	127.84	1,601.30	1,601.30		
% of Total						92.02%	7.98%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Consent/Information Item
REPORT DATE : April 5, 2018
PREPARED BY : David M. Gordon, Operations Manager
 Brian Hensley, Water Resources Supervisor

OBJECTIVE:

Receive status report on surface water supplies available to the Citrus Heights Water District (District).

BACKGROUND AND ANALYSIS:

As of March 1, 2018, storage in Folsom Lake (Lake) was at 816,800 acre-feet, 84 percent of the total capacity of 977,000 acre-feet. This represents an increase in storage of 291,500 acre-feet in the past month.

The District's total water use during the month of March 2018 (544.19 acre-feet) was 33.6 percent below that of March 2013 (819.55 acre-feet).

The District continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. The District's groundwater production wells: Bonita, Mitchell Farms, Skycrest, and Sylvan, are operational and used on a rotational or as-needed basis.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 REGULAR MEETING

SUBJECT : WATER EFFICIENCY PROGRAM UPDATE
 STATUS : Consent/Information Item
 REPORT DATE : April 4, 2018
 PREPARED BY : Rex W. Meurer, Water Efficiency Supervisor

Water Efficiency, Safety and Meter Program updates are summarized below.

ACTIVITIES AND PROGRESS REPORT

Water Efficiency, Safety and Meter Program activities during the month of March 2018 include:

- 7 ultra-low-flush toilet (ULFT) rebates were processed for the month of March. The 5 year average (2013-2017) of March ULFT rebates is 23. A total of \$3,525.00 in rebates were issued year to date.
- A total of 11 High Efficiency Clothes Washer (HECW) rebates have been issued during the first quarter of 2018. To better align with SMUD's schedule for reporting monthly numbers, staff will report HECW rebates on a quarterly basis.
- 22 water waste calls were received during the month of March. 1 report of water waste was received through CHWD's Drought Resources web page.
- Staff was trained in First Aid/CPR/AED & Bloodborne Pathogen safety. During the training, staff was certified as first responders for the next 2 years. Bloodborne Pathogen training was completed as required by the District's recently adopted Bloodborne Pathogen Exposure Control Plan. In order to accommodate the entire staff, training was held on two separate dates, March 21 & March 27, 2018.
- Operations staff received their annual Asbestos Cement Pipe Refresher training on March 22, 2018. The training and certification is required by the State. The certification allows the District to work, dispose of and temporarily store AC pipe.
- An Ecolandscape class was held on Thursday, April 12th from 6:00 pm – 8:30 pm. The class was titled "Getting the Best Yard with the Least Water". Class registration was at capacity and included over 45 sign-ups. This was the first class of a series of 5 classes to be held by the District this summer.
- Staff began a telephone outreach campaign promoting the District's free Irrigation Efficiency Reviews. WaterWise Consulting is working with staff to contact many of CHWD's high water use customers. They are currently reaching out to CHWD's single-family customers. Due to this effort, a total of 11 additional Irrigation Efficiency Reviews were generated and completed for the month of March. This compares to 6 Irrigation Reviews completed during the same month in 2017. A total of 63 Irrigation Efficiency Reviews have been completed since the outreach campaign began in December 2017. This compares to 9 Irrigation Efficiency Reviews completed for the same time in December 2016 thru March 2017.

- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

Month	R-GPCD 2017	R-GPCD 2018	% CHANGE
January	75	77	+3%
February	72	85	+18%
March	80	79	-.01%

- Since 2013, RWA has been providing the District with a recap of the region’s individual Agency R-GPCD for the current month/year, including a year to date comparison for 2013. RWA has reformatted the monthly update and will no longer be providing the regional water savings comparison.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH LUND CONSTRUCTION FOR GRAHAM CIRCLE AND CIRCUIT DRIVE WATER MAIN REPLACEMENT PROJECT

STATUS : Action Item

REPORT DATE : April 10, 2018

PREPARED BY : Missy Pieri, Engineering Manager/District Engineer

OBJECTIVE:

1. Consider acceptance of a bid to replace water mains along Graham Circle and Circuit Drive.
2. Consider authorizing a budget amendment to reallocate funds totaling \$32,000 to the Graham Circle and Circuit Drive Water Main Replacement Project.

BACKGROUND AND ANALYSIS:

At the January 17, 2018 Board Meeting, the Citrus Heights Water District (CHWD) Board of Directors approved the construction bid package for the Graham Circle and Circuit Drive Water Main Replacement Project (Project Number C15-132) and authorized staff to solicit bids. Bid packages were distributed to twenty-four contractors for installing and connecting approximately 776 linear feet of 8-inch water main, 1,152 linear feet of 6-inch water main, five (5) 6-inch gate valves, four (4) steamer fire hydrants, one (1) 1” air/vacuum valve, two (2) 1-inch metered water services, and twenty five (25) 1-inch water services with curb stops along Graham Circle and Circuit Drive in the City of Citrus Heights.

The District received four (4) sealed proposals on March 29, 2018, at which time proposals were opened and read publicly. The apparent low bidder is Lund Construction of North Highlands, CA. Bids received are as follows:

1. Lund Construction Company	\$ 497,499.50
2. Martin General	\$ 505,000.00
3. C.E. Cox Engineering	\$ 586,152.00
4. Caggiano General Engineering, Inc.	Non-responsive

The District’s final engineering estimate for this Project was \$452,088, which is approximately 10% below the low bid.

The Board of Directors previously approved the following project budget for Project Number C15-132:

Design Budget (Approved in 2016, encumbered)	\$ 46,936
Construction Budget (Approved in 2017, encumbered)	<u>\$575,959</u>
Total Project Budget	\$622,895

Staff reviewed the bid items from the low bidder, Lund Construction, and determined the increase in cost from the District’s final engineering estimate is largely attributed to higher pipe and water service unit pricing.

Funding Plan:

In considering a budget amendment request in the amount of \$32,000, no undesignated reserves are required. This additional amount also allows for a 10% contingency, a standard percentage used on past projects which staff feels will provide an acceptable coverage for any potential changes that may arise.

Staff reviewed CHWD’s budget and has identified one funding source for the proposed budget amendment, Project Number C17-100 24-inch Reline Design - Oak Ave at C-Bar-C to Arcade Creek. The overall budget for the design was budgeted at \$100,000. The design for this project is expected to be further clarified once the Project 2030 Study is complete. Therefore, this project is not anticipated to occur in 2018, and these funds are available to be reprogrammed to the Graham Circle and Circuit Drive Project.

To meet the expenditure requirements outlined above, staff requests a budget amendment of \$32,000 within the 2018 CIP Budget. Below is a summary of the budget amendment request. Again, this budget amendment request will result in a zero sum (\$0) financial impact to CHWD’s 2018 Budget.

From		To	
Description	Amount	Description	Amount
C17-100 24-inch Reline Design - Oak Ave at C-Bar-C to Arcade Creek	\$32,000	C15-132 Graham Cir. and Circuit Dr.	\$32,000
TOTAL	\$32,000	TOTAL	\$32,000

RECOMMENDATION:

1. Accept the bid of Lund Construction Company in the amount of \$497,499.50 and establish a contingency fund in the amount of \$49,750.00 (10%), for a total amount of \$547,249.50. Authorize the General Manager to execute an agreement with Lund Construction Company.
2. Approve the budget amendment summarized below:

From		To	
Description	Amount	Description	Amount
C17-100 24-inch Reline Design - Oak Ave at C-Bar-C to Arcade Creek	\$32,000	C15-132 Graham Cir. and Circuit Dr.	\$32,000
TOTAL	\$32,000	TOTAL	\$32,000

ATTACHMENT:

1. Graham Circle and Circuit Drive Water Main Replacement Project Construction Agreement.

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

GRAHAM CIRCLE AND CIRCUIT DRIVE WATER MAIN REPLACEMENT PROJECT

SPECIFICATIONS FOR PROJECT NO. C15-132



ISSUED FOR BID:
MARCH 1, 2018



**CITRUS
HEIGHTS**
**WATER
DISTRICT**

6230 Sylvan Rd • PO Box 286
Citrus Heights • California • 95611-0286

916/725-6873 • 916/725-0345 Fax

SECTION 00010
TABLE OF CONTENTS

INTRODUCTORY INFORMATION

SECTION 00001	PROJECT TITLE PAGE	COVER
SECTION 00010	TABLE OF CONTENTS	i.
SECTION 00100	NOTICE INVITING BIDS	1

BIDDING REQUIREMENTS

SECTION 00200	INSTRUCTIONS TO BIDDERS.....	4
SECTION 00400	BID FORM.....	12
SECTION 00405	CONTRACTOR'S CERT. RE WORKERS' COMPENSATION ..	16
SECTION 00410	BID BOND	17
SECTION 00420	NON-COLLUSION DECLARATION	19
SECTION 00430	CONTRACTOR INFORMATION AND EXPERIENCE FORM ...	20
SECTION 00440	LIST OF SUBCONTRACTORS FORM	28
SECTION 00441	IRAN CONTRACTING ACT CERTIFICATION	31

CONTRACT FORMS

SECTION 00500	CONTRACT	32
SECTION 00610	PERFORMANCE BOND	36
SECTION 00620	PAYMENT BOND.....	40

CONDITIONS OF THE CONTRACT

SECTION 00700	GENERAL CONDITIONS.....	43
ARTICLE 1.	DEFINITIONS.....	43
ARTICLE 2.	CONTRACT DOCUMENTS	44
ARTICLE 3.	CONTRACTS DOCUMENTS: COPIES & MAINTENANCE ..	45
ARTICLE 4.	CONTRACTOR SHALL MAINTAIN A CLEAN,	45
	UNDAMAGED SET OF CONTRACT DOCUMENTS AT THE PROJECT SITE	
ARTICLE 5.	EXISTENCE OF UTILITIES AT THE WORK SITE.....	46
ARTICLE 6.	SCHEDULE	49
ARTICLE 7.	SUBSTITUTIONS.....	50
ARTICLE 8.	SHOP DRAWINGS.....	51
ARTICLE 9.	SUBMITTALS	51
ARTICLE 10.	MATERIALS.....	52
ARTICLE 11.	CONTRACTOR'S SUPERVISION	52
ARTICLE 12.	WORKERS.....	52
ARTICLE 13.	SUBCONTRACTORS	53
ARTICLE 14.	VERIFICATION OF EMPLOYMENT ELIGIBILITY	53
ARTICLE 15.	PERMITS AND LICENSES	53
ARTICLE 16.	UTILITY USAGE	54

SECTION 00010
TABLE OF CONTENTS

SECTION 00010
TABLE OF CONTENTS

ARTICLE 17.	INSPECTION FEES FOR PERMANENT UTILITIES	54
ARTICLE 18.	TRENCHES.....	55
ARTICLE 19.	DIVERSION OF RECYCLABLE WASTE MATERIALS	56
ARTICLE 20.	REMOVAL OF HAZARDOUS MATERIALS	56
ARTICLE 21.	SANITARY FACILITIES	56
ARTICLE 22.	AIR POLLUTION CONTROL.....	57
ARTICLE 23.	COMPLIANCE WITH STATE STORM WATER PERMIT.....	57
ARTICLE 24.	CLEANING UP	58
ARTICLE 25.	LAYOUT AND FIELD ENGINEERING	58
ARTICLE 26.	EXCESSIVE NOISE	59
ARTICLE 27.	TESTS AND INSPECTIONS.....	59
ARTICLE 28.	PROTECTION OF WORK AND PROPERTY.....	60
ARTICLE 29.	CONTRACTORS MEANS AND METHODS.....	62
ARTICLE 30.	AUTHORIZED REPRESENTATIVES.....	62
ARTICLE 31.	HOURS OF WORK	62
ARTICLE 32.	PAYROLL RECORDS.....	63
ARTICLE 33.	PREVAILING RATES OF WAGES.....	63
ARTICLE 34.	EMPLOYMENT OF APPRENTICES	64
ARTICLE 35.	LABOR COMPLIANCE.....	64
ARTICLE 36.	CONTRACTOR AND SUBCONTRACTOR REGISTRATION.....	65
ARTICLE 37.	NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY	66
ARTICLE 38.	LABOR/EMPLOYMENT SAFETY	66
ARTICLE 39.	INSURANCE	67
ARTICLE 40.	FORM AND PROOF OF CARRIAGE OF INSURANCE	70
ARTICLE 41.	TIME FOR COMPLETION AND LIQUIDATED DAMAGES... ..	73
ARTICLE 42.	COST BREAKDOWN AND PERIODIC ESTIMATES.....	73
ARTICLE 43.	MOBILIZATION	73
ARTICLE 44.	PAYMENTS.....	74
ARTICLE 45.	PAYMENTS WITHHELD AND BACKCHARGES	75
ARTICLE 46.	CHANGES AND EXTRA WORK	76
ARTICLE 47.	OCCUPANCY	80
ARTICLE 48.	INDEMNIFICATION.....	80
ARTICLE 49.	RECORD (“AS BUILT”) DRAWINGS.....	81
ARTICLE 50.	RESOLUTION OF CONSTRUCTION CLAIMS	81
ARTICLE 51.	DISTRICT’S RIGHT TO TERMINATE CONTRACT	86
ARTICLE 52.	WARRANTY AND GUARANTEE	89
ARTICLE 53.	DOCUMENT RETENTION & EXAMINATION	90
ARTICLE 54.	SOILS INVESTIGATIONS.....	91
ARTICLE 55.	SEPARATE CONTRACTS	91
ARTICLE 56.	NOTICE AND SERVICE THEREOF.....	92
ARTICLE 57.	NOTICE OF THIRD PARTY CLAIMS.....	92
ARTICLE 58.	STATE LICENSE BOARD NOTICE.	92
ARTICLE 59.	INTEGRATION.....	92
ARTICLE 60.	ASSIGNMENT.....	92

SECTION 00010
TABLE OF CONTENTS

SECTION 00010
TABLE OF CONTENTS

ARTICLE 61.	CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY	93
ARTICLE 62.	ASSIGNMENT OF ANTITRUST ACTIONS.....	93
ARTICLE 63.	PROHIBITED INTERESTS	93
ARTICLE 64.	LAWS AND REGULATIONS.....	93
ARTICLE 65.	PATENT FEES OR ROYALTIES.	94
ARTICLE 66.	OWNERSHIP OF DRAWING	94
ARTICLE 67.	NOTICE OF TAXABLE POSSESSORY INTEREST	94
SECTION 00750	SPECIAL CONDITIONS.....	95
SP – 1	DIFFERING SITE CONDITIONS.....	95
SP – 2	USE OF STANDARDS.....	95
SP – 3	DESCRIPTION OF BID ITEMS	95
SP – 4	DAMAGE TO PAVEMENT AND CONCRETE.....	95
SECTION 00900	GENERAL SPECIFICATIONS	96
1.	SCOPE OF WORK.....	96
2.	DISTRICT FURNISHED ITEMS	96
3.	CONTRACTOR FURNISHED ITEMS	97
4.	ITEMS OF WORK, MEASUREMENT AND PAYMENT	97
5.	ORDER OF WORK	105
6.	BACTERIOLOGICAL TESTING PROCEDURE AND.....	106
	TIMELINE	
7.	EXCAVATION AND POTHOLOGING.....	108
8.	REMOVAL, RELOCATION OR PROTECTION OF	109
	EXISTING UTILITIES	
9.	HOURS OF WORK	110
10.	MATERIAL SUBMITTALS.....	110
11.	VARIATIONS FROM PLANS AND SPECIFICATIONS OR.....	111
	OTHER CONTRACT DOCUMENTS	
12.	CALIFORNIA CONTRACTOR'S LICENSE	111
	CLASSIFICATION	
13.	SUBCONTRACT DOCUMENTS	112
14.	PERMIT FOR CONSTRUCTION WATER.....	112
15.	SAFETY AND HEALTH PROVISIONS.....	112
16.	INJURY AND ILLNESS PREVENTION/HAZARD	112
	COMMUNICATION	
17.	PRE-CONSTRUCTION CONFERENCE.....	112
18.	PROJECT MEETINGS.....	113
19.	CONSTRUCTION SCHEDULE	113
20.	EMERGENT MATTERS AFTER HOURS	113
21.	EMERGENCY CONTACT AND CONTRACTOR	113
	RESPONSE	
22.	TRENCH EXCAVATION COMPETENT PERSON	113
	ASSIGNMENT AND RESPONSIBILITIES	

SECTION 00010
TABLE OF CONTENTS

SECTION 00010
TABLE OF CONTENTS

SECTION 01000	SPECIAL PROVISIONS	116
1.	TRAFFIC CONTROL REQUIREMENTS	116
2.	U.S.A MARKINGS AND TIRE MARKINGS	116
3.	DAMAGE TO PAVEMENT AND CONCRETE	116
4.	STORAGE OF EQUIPMENT AND MATERIALS	117
5.	MINIMUM COVER	117
6.	BACKFILL, COMPACTION, AND COMPACTION TESTING	117
7.	THRUST BLOCKS	118
8.	TEMPORARY TRENCH RESTORATION	118
9.	SERVICE VALVE LOCATIONS AND METER INSTALLATIONS	119
10.	CONNECTION TO EXISTING SERVICES	119
11.	FLUSHING SERVICE LINES	120
12.	BRONZE SERVICE SADDLES	120
13.	CORPORATION STOPS AND BALL VALVES	120
14.	BRASS FITTINGS	120
15.	COMPRESSION COUPLINGS	120
16.	PIPE AND FITTINGS FOR SERVICE RECONNECTIONS	120
17.	RESILIENT WEDGE GATE VALVES	121
18.	CHLORINATION AND FLUSHING	121
19.	SPRINKLERS	122
20.	CONCRETE RESTORATION	122
21.	LANDSCAPE RESTORATION	123
22.	MAINTENANCE TRAFFIC, PUBLIC CONVENIENCE AND SAFETY	126
23.	PUBLIC NOTIFICATION	127
24.	CONSTRUCTION LAYOUT AND STAKING	127
SECTION 01100	CONSTRUCTION DETAILS (26 Pages Including Cover)	----
SECTION 01200	PROJECT PLANS (12 sheets, 22" x 34")	----
SECTION 01300	ENCROACHMENT PERMIT DOCUMENTS (8 Pages Including Cover)	----
SECTION 01400	DIVISION OF DRINKING WATER WAIVER RESPONSE LETTER (9 Pages)	----

SECTION 00010
TABLE OF CONTENTS

**SECTION 00100
NOTICE INVITING BIDS**

NOTICE INVITING BIDS

Citrus Heights Water District ("District") will receive sealed bids for the Graham Circle and Circuit Drive Water Main Replacement Project no later than March 29, 2018 at 2:00 pm, at the Administrative Office of Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610, at which time said bids will be read aloud. The District will not accept late bids. Bids shall be valid for 60 calendar days after the bid opening date.

The Project must be completed within **150** calendar days, beginning ten (10) calendar days after the date on which the notice to proceed ("Notice to Proceed") is sent by the District to the contractor that is awarded a bid for this Project ("Contractor").

The Project consists of all Work described in the Contract Documents and generally consists of furnishing of all labor, materials, tax, equipment and services for the construction and completion of the following work all within the roadways of Graham Circle and Circuit Drive in Citrus Heights. The work to be completed includes, but is not limited to, installing 776 linear feet of 8-inch water main, 1,152 linear feet of 6-inch water main, five (5) 6-inch gate valves, four (4) steamer fire hydrants, one (1) 1" air/vacuum valve, two (2) 1-inch metered water services, and twenty five (25) 1-inch water services with curb stops.

Amendments or changes to the Contract Documents, Plans and Specifications prior to the date and time specified of the opening of bids will be performed and validated in writing and distributed by the District to the plan holders of record.

Contract Documents, Plans, and Specifications are now posted on the Citrus Heights Water District Plan Room website at <http://chwdplanroom.com/>. Citrus Heights Water District will be using California Surveying and Drafting Supply to manage the Plan Room and distribute all Contract Documents, Plans, and Specifications. The entire bid package including plans and any District issued amendments can be ordered at the expense of the Contractor through the Plan Room website or by calling California Surveying and Drafting Supply at (916) 344-0232, 4733 Auburn Blvd, Sacramento, CA 95841

Amendments or changes to the Contract Documents, Plans and Specifications prior to the date and time specified of the opening of bids will be performed and validated in writing and distributed by the District to the plan holders of record.

Complete sets of the Bid Forms must be used in preparing bids. The District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Modifications to or withdrawal of bids may be made by the bidder prior to the bid closing deadline. Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the District in an amount

**SECTION 00100
NOTICE INVITING BIDS**

SECTION 00100
NOTICE INVITING BIDS

not less than (10%) of the submitted Total Bid Price.

A full set of the Contract Documents are also available for examination at the District's Engineering Division at 6230 Sylvan Road, Citrus Heights, CA 95611, 916-725-6875. Any Bidder may visit the District offices at the time set for bid submission and request a reading of the bids. However, bid results are automatically made public in the bid management system upon bid closing. The District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

A MANDATORY Pre-Bid Conference will be held at **6230 Sylvan Road, Citrus Heights, CA 95611** on the following date(s) and time(s): March 15, 2018 at 9AM. Each and every Bidder MUST attend the Pre-Bid Conference. Bids WILL NOT be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference.

The last day to submit written questions is March 20, 2018 before 5PM. Submission shall be sent via email to Paul Dietrich at pauld@chwd.org. An addendum will be created to address all questions and sent to all attendees of the Mandatory Pre-Bid Conference via email by end-of-day March 22, 2018.

The District's preliminary cost estimate for this Project is \$452,088.00

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the District with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the District's offices, 6230 Sylvan Road, Citrus Heights, California 95610, or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

SECTION 00100
NOTICE INVITING BIDS

SECTION 00100
NOTICE INVITING BIDS

All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

California Class A General Engineering Contractor.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Award of Contract: The District shall award the Contract for the Project to the lowest responsible bidder as determined from the Base Bid by the District. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The District reserves the right to reject any or all bids or to accept any bid. The District reserves the right to determine which proposal is, in its judgment, the most responsive bid of a responsible bidder and which proposal should be accepted in the best interest of the District. The District also reserves the right to waive any informality in any proposal or bid.

For further information, contact Paul Dietrich at 916-735-7723 or via e-mail (pauld@chwd.org).

END OF NOTICE INVITING BIDS

SECTION 00100
NOTICE INVITING BIDS

**SECTION 00200
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the District on the Bid Documents which are a part of the Bid Package for the Project. Prospective bidders may obtain a complete set of Contract Documents as stated in the Notice Inviting Bids.

2. EXAMINATION OF CONTRACT DOCUMENTS

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent via email or U.S. Mail to:

Paul A. Dietrich
Citrus Heights Water District
6230 Sylvan Road
Citrus Heights Water District
e-mail: pauld@chwd.org

and received no later than March 20, 2018 by 5:00PM.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and provided to all recipients of complete sets of the Contract Documents. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items of work to be performed under the Contract Documents.

SECTION 00200
INSTRUCTIONS TO BIDDERS

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site(s), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by issuing Addenda. All plan holders will be notified when an addendum is posted to the bid management system. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than **72 hours** prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Announcement of any extension shall be made via the electronic bid management system to all plan holders. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, the electronic bid management system requires each bidder acknowledge receipt of all addenda before submission of the bid.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only, unless otherwise specified in the notice Inviting Bids. The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions,

SECTION 00200
INSTRUCTIONS TO BIDDERS

limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code Section 20103.5.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. Hard copy of bids shall be submitted at the District's offices.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and

SECTION 00200
INSTRUCTIONS TO BIDDERS

bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the intent to award the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible bidder, or may call for new bids.

13. SUBMISSION OF SEALED BIDS

Bidders shall submit hard copies of their bids pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of submission are stated in the Notice Inviting Bids. District shall not accept bids otherwise transmitted. **No oral, telephonic, or facsimile bids will be considered.**

14. DELIVERY AND OPENING OF BIDS

Bids will be received by the District up to the date and time shown in the Notice Inviting Bids. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to the bid closing deadline, a Bid may be electronically withdrawn by the Bidder.

SECTION 00200
INSTRUCTIONS TO BIDDERS

SECTION 00200
INSTRUCTIONS TO BIDDERS

Any request to withdraw a bid after bid opening must be made in accordance with Public Contract Code section 5100 *et seq.* and must be submitted in writing within five (5) working days, excluding Saturday, Sundays and State holidays, specifying in detail how the mistake was made.

16. BASIS OF AWARD; BALANCED BIDS

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit sub-proposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District may award the contract, or reject all bids. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the intent to award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

SECTION 00200
INSTRUCTIONS TO BIDDERS

20. FILING OF BID PROTESTS

Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing via the electronic bid management system at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid or Contract Documents not previously stated in writing.

Submitted bids will be timely made available for review upon written request of any bidder.

Bidders may file a "protest" of a Bid with the District's General Manager. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing not later than 5:00 p.m. on the fifth business day after the bid opening date;
- B. Clearly identify the specific irregularity or basis for the protest;
- C. Specify, in detail, the factual and legal grounds for the protest; and
- D. Include all relevant supporting documentation with the protest at time of filing.

If the protest does not meet all of these requirements, the District may reject it without further review.

If the protest is timely and complies with all of the above requirements, the District's General Manager, or other designated District staff or representative, shall review the protest, any response from the challenged bidder, and all other relevant information. The District will provide a written response to the protestor.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

21. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

22. RETENTION AND SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. Unless the District has made findings pursuant to

SECTION 00200
INSTRUCTIONS TO BIDDERS

Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), the District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. PREVAILING WAGES

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the District's offices, 6230 Sylvan Road, Citrus Heights, California 95610, or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall pay the higher of the state or federal prevailing wage rates.

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 *et seq.* with its bid. The certification is included in the Contract Documents.

26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the

SECTION 00200
INSTRUCTIONS TO BIDDERS

forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

27. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees that are in effect or reasonably anticipated on the bid date in their bid price.

29. EXECUTION OF CONTRACT

As required herein, the Bidder to whom an award is made shall execute two identical counterparts of the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

**SECTION 00400
 BID FORM**

BID FORM

NAME OF BIDDER: Lund Construction Co.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**GRAHAM CIRCLE AND CIRCUIT DRIVE
 WATER MAIN REPLACEMENT PROJECT**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Contract Documents for the **TOTAL BID PRICE**.

In the event the bid schedule requires unit pricing, final payment shall be determined by the District from measured quantities of work performed based upon the unit price.

Bid Item	Description	Quantity	Units	Unit Cost	Price
1	Mobilization. (8% Max.)	1	Lump Sum	\$42,000.00	\$42,000.00
2	Sheeting, shoring and bracing. (1% Max.)	1	Lump Sum	\$4,400.00	\$4,400.00
3	Traffic control plan and implementation. (5% Max.)	1	Lump Sum	\$24,500.00	\$24,500.00
4	Storm water pollution prevention implementation. (1% Max.)	1	Lump Sum	\$1,000.00	\$1,000.00
5	Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	76	Lineal Feet	\$211.00	\$16,036.00
6	Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth greater than 60" Max.)	20	Lineal Feet	\$205.00	\$4,100.00
7	Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.)	680	Lineal Feet	\$130.00	\$88,400.00
8	Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	95	Lineal Feet	\$166.00	\$15,770.00

**SECTION 00400
 BID FORM**

**SECTION 00400
 BID FORM**

9	Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.)	1,057	Lineal Feet	\$72.00	\$76,104.00
10	8" connection to existing 12" water main.	1	Each	\$3,100.00	\$3,100.00
11	8" connection to existing 8" water main.	1	Each	\$3,000.00	\$3,000.00
12	6" connection to existing 8" water main.	1	Each	\$3,400.00	\$3,400.00
13	6" connection to existing 6" water main.	1	Each	\$3,100.00	\$3,100.00
14	Install 6" resilient wedge gate valve.	5	Each	\$1,050.00	\$5,250.00
15	Install steamer fire hydrant.	4	Each	\$6,000.00	\$24,000.00
16	Install 1" air/vacuum valve – below ground.	1	Each	\$2,700.00	\$2,700.00
17	Install 1" metered water service.	2	Each	\$3,100.00	\$6,200.00
18	Install 1" water service with curb stop.	25	Each	\$2,540.00	\$63,500.00
19	Reconnect 1" water service at main.	7	Each	\$1,000.00	\$7,000.00
20	Remove existing steamer fire hydrant.	1	Each	\$1,100.00	\$1,100.00
21	Remove existing wharf fire hydrant.	1	Each	\$1,100.00	\$1,100.00
22	Remove existing tee and valves	1	Each	\$1,500.00	\$1,500.00
23	Remove existing valve box.	1	Each	\$470.00	\$470.00
24	Install fire hydrant access pad.	4	Each	\$460.00	\$1,840.00
25	4" Max. Asphaltic Concrete (AC) paving restoration.	10,895	Square Feet	\$8.10	\$88,249.50
26	Concrete Restoration.	144	Square Feet	\$33.00	\$4,752.00
27	Landscape Restoration.	616	Square Feet	\$8.00	\$4,928.00

Bidders must provide pricing for every bid item.

The estimated quantities for unit price items are for purposes of comparing bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates.

**SECTION 00400
 BID FORM**

**SECTION 00400
BID FORM**

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Line Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the District may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ 497,499.50
Total Bid Price in Numbers

FOUR HUNDRED NINETY SEVEN THOUSAND FOUR HUNDRED NINETY NINE AND 50/100 DOLLARS
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that the bid accompanied by this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed, or before providing the required bonds and evidence of insurance.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 342677, Expiration Date 5-31-18, class of license A. Bidder certifies that it and all sub-contractors are registered with the Department of Industrial Relations to perform public work, Registration No. 1000005212 (provide DIR for all sub-contractors, separate pages may be attached as needed). If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges understanding and full consideration of the electronically issued addenda to the Contract Documents.

**SECTION 00400
BID FORM**

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Declaration form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Iran Contracting Act Certification.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Lund Construction Co.

Signature 

Name and Title Kevin Lund, Vice-President

Dated 3/29/18

*Bidder or its authorized representative shall upload an electronic scanned copy of the executed Bid Form to the electronic bid management system.

END OF BID FORM

**SECTION 00400
BID FORM**

**SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Lund Construction

Signature 

Name Kevin Lund

Title Vice-President

Dated 3/29/18

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410
BID BOND

BID BOND

The makers of this bond are, Lund Construction Co.,
as Principal, and Western Surety Company, as
Surety and are held and firmly bound unto Citrus Heights Water District, hereinafter
called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID
PRICE of the Principal submitted to District for the work described below, for the
payment of which sum in lawful money of the United States, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
Principal has submitted the accompanying bid dated March 29th, 2018, for _____
Graham Circle and Circuit Drive Water Main Replacement
(INSERT PROJECT NAME).

If the Principal does not withdraw its bid within the time specified in the
Contract Documents; and if bid is rejected or, in the alternate, the Principal is awarded
the Contract, signs the Contract and provides all documents to the District as required
by the Contract Documents; then this obligation shall be null and void. Otherwise, this
bond will remain in full force and effect and upon default of the Principal shall be
forfeited to the District, it being expressly understood and agreed that the liability of the
Surety for any and all default of the Principal shall be the amount of this obligation as
herein stated, as liquidated damages.

Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the Contract Documents shall
affect its obligation under this bond, and Surety does hereby waive notice of any such
changes.

IN WITNESS WHEREOF, the above-bound parties have executed this
instrument under their several seals this 19th day of March, 2018, the
name and corporate seal of each corporation.

(Corporate Seal)

Kevin M. Lund
Contractor/ Principal Lund Construction Co.

By Kevin M. Lund
Title VP

[Signature]
Surety Western Surety Company

(Corporate Seal)

By Candace Diane Alicea
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title

SECTION 00410
BID BOND

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

SEE 18.1 ATTACHED 

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On March 19, 2018 before me, Sylvia Garza - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jere M Owen, Maryanne Novak, Candace Diane Alicea, Kelley Rhea Johnson, Individually

of Sacramento, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of January, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat

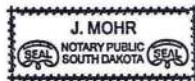
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19 day of March, 2018.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

**SECTION 00420
NON-COLLUSION DECLARATION**

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice-President of Lund Construction, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/29/18 [date], at North Highlands [city], California [state].

Kevin M. Lund

(Signature)

Kevin Lund

(Print Name)

Vice-President

(Print Title)

3/29/18

(Date)

END OF NON-COLLUSION DECLARATION

**SECTION 00420
NON-COLLUSION DECLARATION**

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

Failure to completed all information may render your bid non-responsive. [**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: Lund Construction Co.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 5302 Roseville Road, North Highlands, CA 95660

916-338-2725

Facsimile Number

916-344-5800

Telephone Number

4.0 How many years has Bidder's organization been in business as a Contractor? 59

5.0 How many years has Bidder's organization been in business under its present name? 59

5.1 Under what other or former names has Bidder's organization operated?: N/A

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 7-1-77

6.2 State of Incorporation: California

6.3 President's Name: Jerry A. Lund

6.4 Vice-President's Name(s): Kevin M. Lund

6.5 Secretary's Name: Kevin M. Lund

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

6.6 Treasurer's Name: Kevin M. Lund

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization:
N/A

7.2 Name and address of all partners (state whether general or limited partnership):
N/A

8.0 If other than a corporation or partnership, describe organization and name principals:
N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.
N/A

10.0 What type of work does the Bidder normally perform with its own forces?
Earthwork, grading, wet utilities, dry utilities

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

13.0 List Trade References:

Available upon request

14.0 List Bank References (Bank and Branch Address):

Wells Fargo/Tim Mech

1510 Arden Way, Suite 300

Sacramento, CA 95815

15.0 Name of Bonding Company and Name and Address of Agent:

Western Surety Company

Owen-Dunn / Peter Kitowski

Sacramento, CA

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name/ Phone Number
Flddymnt Ranch	Joint Trench	6/18	\$2.5M	Bob Minturn 916-257-4065
Garfoot Greens	Earthwork, Wet Utilities, Joint Trench	5/18	\$1.5M	Reggie Decker 925-584-8927
Gum Ranch	Earthwork, Wet Utilities, Joint Trench	7/18	\$8.0M	Ed Regan 916-331-4430
Highland Ave Rosa Vista Ln Water Main Replacement	Water Main Replacement	5/18	\$377,000	Paul Dietrich 916-833-0704
Natomas Place Village 5	Earthwork, Grading	6/18	\$632,000	Russ Whipple

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name/ Phone Number
Sac Suburban Eastern - Rand Ave.	Water main replacement with services	2015	\$550,000	John Valdes 916-972-7171
PCWA Rocklin Front Yard Main Relocation	Water main replacement with services	2016	\$5.5M	Jeremy Shepard 530-823-2066

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Project Manager/Mark Oliveira/25%

Superintendent/Randy Jordan/25%

2. Summarize each person's specialized education:

Construction Management/CSUS

Operating Engineers

3. List each person's years of construction experience relevant to the project:

4 years

22 years

4. Summarize such experience:

Various site work and subdivision projects throughout the Sacramento region.

Bidder agrees that personnel named in this Bid will remain on this Project in their designated capacities until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Lund Construction

Signature 

Name Kevin M. Lund

Title Vice-President

Dated 3/29/18

CONTRACTOR INFORMATION AND EXPERIENCE FORM

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, contractor's license number and the location of the place of business of and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. The District may, within its sole discretion, grant additional time to provide the below requested information.

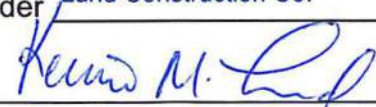
If no subcontractor is specified for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater, or if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

The completed form shall include a Department of Industrial Relations registration number for all subcontractors. Failure to include a registration number may cause the bid to be non-responsive.

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
AC PAVING	VINYLAC PAVING CO., INC	WINTERLS, CA.	15.4%	LIC# 709237 DIR# 1000000609

SECTION 00440
LIST OF SUBCONTRACTORS FORM

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers

Name of Bidder Lund Construction Co.
Signature 

SECTION 00440
LIST OF SUBCONTRACTORS FORM

Name and Title Kevin M. Lund/Vice-President

Dated 3/29/18

END OF LIST OF SUBCONTRACTORS FORM

**SECTION 00441
IRAN CONTRACTING ACT CERTIFICATION**

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2200 et seq.)**

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 et seq.) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed 

Titled Vice-President

Firm Lund Construction

Date 3/29/18

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

**SECTION 00500
CONTRACT**

CONTRACT

THIS CONTRACT is made this _____ day of _____, 20___, in the County of Sacramento, State of California, by and between the Citrus Heights Water District, hereinafter called District, and Lund Construction Co., hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Graham Circle and Circuit Drive Water Main Replacement Project

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **150** calendar days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Four Hundred Ninety-Seven Thousand Four- Hundred and Ninety Nine Dollars and Fifty Cents (\$497,499.50), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. The Contractor acknowledges that the District will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the District's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of **\$500.00** for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the District's rights to other damages or remedies specified in the Contract Documents or allowed by law.

SECTION 00500
CONTRACT

Should Contractor be inexcusably delayed in the performance of the Work, District may deduct Liquidated Damages based on its estimate of when Contractor will achieve Final Completion or other milestones. District need not wait until Final Completion to withhold Liquidated Damages from Contractor.

Liquidated Damages are not a penalty but an agreed upon estimate of the actual damages that would be sustained by the District for delay, including but not limited to loss of revenue, inconvenience to the District and the public, and increased Project administration expenses, such as extra inspection, construction management, staff time and architectural and engineering expenses. Liquidated Damages do not include actual damages the District incurs on account of claims by third parties against the District on account of any delay.

Should money due or to become due to the Contractor be insufficient to cover Liquidated Damages or other offsets due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to District.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following documents, each of which is incorporated into this Contract by reference:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Non-Collusion Declaration form
- Contractor Information and Experience Form
- List of Subcontractors Form
- Iran Contracting Act Certification
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- General Specifications
- Special Provisions
- Construction Details
- Project Plans
- Encroachment Permit Documents
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

SECTION 00500
CONTRACT

SECTION 00500
CONTRACT

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including but not limited to, the provisions of the California Labor Code and Public Contract Code applicable to this Project.

If the Work involves federal funds, the Contractor and all its subcontractors shall comply with all requirements set forth in the attached Federal Requirements.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the District's offices, 6230 Sylvan Road, Citrus Heights, California 95610, or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

**SECTION 00500
CONTRACT**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

LUND CONSTRUCTION CO.	CITRUS HEIGHTS WATER DISTRICT
By _____	By _____
Name and Title: <u>Jerry Lund, President</u>	Name and Title: <u>Hilary M. Straus, General Manager</u>
License No. <u>342677 (Type A)</u>	
DIR Registration No. <u>1000005212</u>	

END OF CONTRACT

**SECTION 00610
PERFORMANCE BOND**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Citrus Heights Water District (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit

**SECTION 00610
PERFORMANCE BOND**

SECTION 00610
PERFORMANCE BOND

the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or

SECTION 00610
PERFORMANCE BOND

**SECTION 00610
PERFORMANCE BOND**

addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

**SECTION 00610
PERFORMANCE BOND**

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

**SECTION 00620
PAYMENT BOND**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Citrus Heights Water District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of

**SECTION 00620
PAYMENT BOND**

**SECTION 00620
PAYMENT BOND**

time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notified and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

**SECTION 00620
PAYMENT BOND**

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

**SECTION 00700
GENERAL CONDITIONS**

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the District .
- b. Act of God is an earthquake of magnitude 3.5 or higher on the Richter scale or a tidal wave.
- c. Applicable Laws means laws, statutes, ordinances, rules, codes, regulations permits and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- d. Approval means written authorization by Engineer and/or District .
- e. Contract Documents includes all documents as stated in the Contract.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. District and Contractor are those stated in the Contract. The terms District, CHWD, and Owner may be used interchangeably.
- h. Engineer shall mean the District Engineer or his or her designee, of Citrus Heights Water District, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “District’s Representative” or “Representative” in the Contract Documents.
- i. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or District.
- j. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or District is intended, unless stated otherwise.
- k. Install means the complete installation of any item, equipment or material.
- l. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

**SECTION 00700
GENERAL CONDITIONS**

- m. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- n. Project is The Work planned by District as provided in the Contract Documents.
- o. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- p. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock. The Contractor shall coordinate with the appropriate local government agency and comply with local waste disposal ordinances.
- q. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. In the case of conflict between the specifications and the Contract Documents, the Contract Documents shall prevail.
- r. The Work means the entire improvement planned by the District pursuant to the Contract Documents.
- s. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders or Work Change Directives, the most recent first
 - 2. Addenda, the most recent first
 - 3. Environmental documents and approvals
 - 4. Special Provisions (or Special Conditions)
 - 5. Technical Specifications
 - 6. Plans (Contract Drawings)
 - 7. Contract
 - 8. General Conditions

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

9. Instructions to Bidders
10. Notice Inviting Bids
11. Contractor's Bid Forms
12. Standard Specifications/Greenbook
13. Standard Plans
14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over Standard Drawings
 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **3 (three)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

ARTICLE 4. CONTRACTOR SHALL MAINTAIN A CLEAN, UNDAMAGED SET OF CONTRACT DOCUMENTS AT THE PROJECT SITE.

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer in writing of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Request for Information; Additional Instructions.** Contractor may make a written request for information to address any error, inconsistency, ambiguity,

**SECTION 00700
GENERAL CONDITIONS**

conflict or lack of detail or explanation in the Contract Documents. The Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such written Approval as may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

a. **Existing Utilities**

- i. General – Known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.
- ii. The District will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the District in the Contract Documents or cannot reasonably be inferred from the presence of other visible facilities.

b. **Utility Location**

- i. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences or for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

**SECTION 00700
GENERAL CONDITIONS**

- ii. The locating of utilities shall be in conformance with Government Code section 4216 except for the District's utilities located on the District's property and not in public right-of-way.
- iii. A "High Priority Subsurface Installation" is defined in section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
- iv. A "Subsurface Installation" is defined in section 4216 (l) as "any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines."
- v. Pursuant to Government Code section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than fourteen (14) Days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the District written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.
- vi. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The District shall be given written notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.
- vii. The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time.” The Contractor shall notify the District in advance of this meeting.

c. Utility Relocation and Repair

- i. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, Contractor shall notify the District in writing.
- ii. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, Contractor shall call 911 emergency services.
- iii. District will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in ARTICLE 46 (Changes and Extra Work). The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay is caused by the failure of the District or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with ARTICLE 46.
- iv. The public utility, where they are the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the District and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.
- v. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the District will conduct all negotiations

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract.

- vi. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

ARTICLE 6. SCHEDULE

- a. **General Requirements.** The schedule shall be prepared in a Critical Path Method ("CPM") format and in an electronic scheduling program acceptable to the District. Contractor shall deliver the schedule and all updates to the District in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule; pdf. Copies are not acceptable.
- b. **Initial Schedule.** Within ten (10) days after the issuance of the Notice to Proceed, Contractor shall prepare a schedule for the performance of the Work and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- c. **Schedule Contents.** The schedule shall allow enough time for inclement weather that can reasonably be expected at the Site. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the Contract Time. Schedule duration shall match the Contract Time. Schedules indicating early completion will be rejected.
- d. **Schedule Updates.** Contractor shall continuously update its construction schedule to show the actual status of the Work and incorporate changes in the Work. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit written requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article without adjustment to the Contract Price or Contract Time. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.
- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

- e. The Contractor shall bear all of the District's costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, three (3) hard copies and one electronic copy of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the Engineer, and file with the Engineer three (3) hard copies and one electronic copy each, and furnish such other copies as may be needed for completion of the Work. Engineer's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

- d. Contractor shall not be entitled to any extension of the Contract Time on account of the requirements of ARTICLE 9.

ARTICLE 10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 12. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors. Contractor shall not employ or allow

**SECTION 00700
GENERAL CONDITIONS**

subcontractors to employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the District.

ARTICLE 13. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.
- b. The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 14. VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this ARTICLE 14; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 15. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

**SECTION 00700
GENERAL CONDITIONS**

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and permits for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

ARTICLE 16. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project, including but not limited to startup and testing required in the Contract Documents.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities. If Contractor uses District utilities, it shall compensate the District for utilities used by Contractor.

ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 18. TRENCHES

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders and does not relieve the Contractor of any obligation hereunder. Prior to commencing any excavation, the Contractor shall designate in writing to the District the "competent person(s)" with authority and responsibilities designated in the Construction Safety Orders.
- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
- 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2) Subsurface or latent physical conditions at the site differing from those indicated by information made available to bidders prior to the deadline for submitting bids.
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

**SECTION 00700
GENERAL CONDITIONS**

In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 19. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable District's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by District or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor. The Contractor shall coordinate with the appropriate local government agency and comply with local waste disposal ordinances.

ARTICLE 20. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials (as defined in section 25117 of the Health and Safety Code) which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

ARTICLE 21. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 22. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Without limiting the foregoing, Contractor must fully comply with all Applicable Laws, rules and regulations in furnishing or using equipment and/ or providing services, including but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/ or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to “portable equipment” which definition is considered to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in ARTICLE 48.

ARTICLE 23. COMPLIANCE WITH STATE STORM WATER PERMIT

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board (“State Water Board”) Water Quality Order No. 2009-00009-DWQ as modified by Order No. 2010-0014-DWQ, National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Discharges Associated with Construction Activity (“Permit”) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (“SWPPP”) prior to initiating Work. In bidding on this Contract, it shall be Contractor’s responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage District, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses

**SECTION 00700
GENERAL CONDITIONS**

under their jurisdiction, including applicable requirements in municipal storm water management programs.

- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

ARTICLE 24. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. The contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.
- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the District at its expense. Layout shall be done by a qualified individual Approved by the Engineer. Any required "as-built" drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 26. EXCESSIVE NOISE

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.
- c. The Contractor shall comply with all the environmental provisions contained in the Contract Documents.

ARTICLE 27. TESTS AND INSPECTIONS

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance with the Contract Documents or Applicable Law shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents, at the Contractor's cost.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 28. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor in accordance with ARTICLE 46.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

- 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
- 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 3) Deliver materials to the Project site over a route designated by the Engineer.
- 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.
- 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the District.
- 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9) At the completion of work each day, leave the Project site in a clean, safe condition.
- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

- e. Should damage to persons or property occur as a result of The Work, Contractor shall promptly notify the District, in writing. Contractor shall be responsible for

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 29. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents or excuse Contractor from performing in accordance with the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the Engineer:
 - 1) Powered Vehicles
 - 2) Construction Equipment
 - 3) Loading and Unloading Vehicles
 - 4) Domestic Power Tools

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 32. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each Day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 33. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred dollars (\$200.00) for each Day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 35. LABOR COMPLIANCE

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to

**SECTION 00700
GENERAL CONDITIONS**

evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Contractor shall post, at each job site, the notice required by Section 16451(d) of Title 8 of the California Code of Regulations. Template notices are available by emailing a request to CMU@dir.ca.gov or at the following location.

District Office of the Division of Labor Standards Enforcement
1515 Clay Street, Suite 801
Oakland, CA 94612

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

ARTICLE 36. CONTRACTOR AND SUBCONTRACTOR REGISTRATION

If the bids subject to the Notice Inviting Bids are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

ARTICLE 37. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Work. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 38. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. Contractor certifies that it is aware of and has complied with the provisions of California Labor Code section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

ARTICLE 39. INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in ARTICLE 40. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence

SECTION 00700
GENERAL CONDITIONS

satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause. Contractor shall furnish District with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the District. All certificates and endorsements must be received and approved by the District before Work commences.

- a. Additional Insureds; Waiver of Subrogation; Primary and Non-Contributory. The District, its elected officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation Endorsement in favor of those parties. Contractor shall provide Primary and Non-Contributory wording in favor of those parties.

- b. Workers' Compensation Insurance. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents. Such coverage shall include a Waiver of Subrogation Endorsement in favor of the District.

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

- c. Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.
- d. Commercial General Liability Insurance. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
- i. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
 - ii. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
 - iii. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

**SECTION 00700
GENERAL CONDITIONS**

SECTION 00700
GENERAL CONDITIONS

- iv. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
 - v. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- e. **Automobile Liability Insurance.** Contractor shall provide “occurrence” form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000.00) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the District. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor shall provide an Automobile Additional Insured Endorsement to the District.
- f. **Builder’s Risk/Installation Floater [“All Risk”]**
- i. It is the Contractor’s responsibility to maintain or cause to be maintained Builder’s Risk/Installation Floater [“All Risk”] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to All Risks in an amount to cover 100% of the replacement cost. The District accepts no responsibility for the Work until the Work is formally accepted by the District. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
 - ii. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and District, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by District.

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

- iii. Policy shall be provided for replacement value on an “all risk” basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to District to ensure adequacy and sublimit.

- iv. In addition, the policy shall meet the following requirements:
 - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2) Coverage shall include all materials stored on site and in transit.
 - 3) Coverage shall include Contractor’s tools and equipment.
 - 4) Insurance shall include boiler, machinery and material hoist coverage.

- g. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by District. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys’ fees, incurred by the District as a result thereof.

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District’s General Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:IX. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the District, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s)

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

- b. Each insurance policy required by this Contract shall be endorsed to state that: (1) should any of the above described be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District its directors, officials, officers, employees, agents and volunteers.
- c. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- d. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. The District reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the Contract Time. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed within the Contract Time, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the then-current Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

- a. Within ten (10) Days of award of the Contract a detailed Schedule of Values giving a complete breakdown of the Contract price. The Schedule of Values shall be adjusted as directed by the District;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 43. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.
- b. Payment for Initial Mobilization shall be based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

**SECTION 00700
GENERAL CONDITIONS**

- 1) Obtaining and paying for all bonds, insurance, and permits.
- 2) Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
- 3) Developing and installing a construction water supply.
- 4) Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
- 5) Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials, and for all security.
- 6) Arranging for and erection of Contractor's work and storage yard.
- 7) Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
- 8) Full-time presence of Contractor's superintendent at the job site as required herein.
- 9) Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 44. PAYMENTS

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments. District will, within forty-five (45) days after receipt of an undisputed and properly submitted application for payment, pay the Contractor the amount so approved.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law or unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), the final payment of five percent (5%) of the value of the Work, if unencumbered,

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 8132, 8132, 8136 and 8138. Prior to final payment by the District, the Contractor shall submit a final conditional waiver of lien for the Contractor's work, together with unconditional releases of lien from any subcontractor or materialmen.

ARTICLE 45. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as the District may consider to be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site cleanup.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

- k. Liquated damages.
- l. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

ARTICLE 46. CHANGES AND EXTRA WORK

a. Change Order Work.

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) Contractor shall promptly execute changes in the Work as directed in writing by the District even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the District, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract

**SECTION 00700
GENERAL CONDITIONS**

Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District, including but not limited to estimates and quotations from subcontractors or material suppliers, as District may reasonably request.
- 7) If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the District's estimate. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.

**SECTION 00700
GENERAL CONDITIONS**

SECTION 00700
GENERAL CONDITIONS

- (c) Tool and Equipment Use. Costs for the use of small tools, tools which have a replacement value of \$1,000 or less shall be considered included in the markups described below. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide District with documentation of the costs, including but not limited to payroll records, invoices and such other information as District may reasonably request.
 - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the subcontractor's Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5%) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional markup will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein, of the party that performs the Work.
- 9) All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings: field drawings, Shop Drawings,

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Internet access, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties; insurance and bond premiums.

- 10) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 11) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- 12) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 13) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
- 14) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order, and providing such supporting documentation for its position as the District may require.

- 15) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 16) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 47. OCCUPANCY

The District reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 48. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend (with Counsel of District's choosing), indemnify and hold the District, its elected officials, officers, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, at law or in equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with Counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its elected officials, officers, employees, agents and authorized volunteers. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its elected officials, officers, employees, agents and authorized volunteers in any such suit, action or other legal proceeding. Contractor shall reimburse District, its elected officials, officers, employees, agents and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein

**SECTION 00700
GENERAL CONDITIONS**

provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 49. RECORD (“AS BUILT”) DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as “as-builts”) and shall require each trade to prepare its own as-builts. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 50. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 47, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required by this agreement shall constitute a waiver of the right to procedures of this Article.
- b. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.
- c. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- d. For purposes of this Article, “Claim” means a separate demand by the Contractor, after a change order duly requested in accordance with Article 47 “Changes and Extra Work” has been denied, for (A) a time extension, (B)

**SECTION 00700
GENERAL CONDITIONS**

payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the District.

- e. **Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 47 “Changes and Extra Work,” and Contractor’s request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment.**

- f. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: “THIS IS A CLAIM.” Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

- g. **Supporting Documentation:** The Contractor shall submit all claims in the following format:
 - 1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 - 2) List of documents relating to claim:
 - i. Specifications
 - ii. Drawings
 - iii. Clarifications (Requests for Information)
 - iv. Schedules
 - v. Other
 - 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

- 6) Time impact analysis in CPM format
- h. **District's Response.** Upon receipt of a claim pursuant to this Article, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.
- 1) If the District needs approval from the District Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the District Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the District Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 - 2) Within 30 days of receipt of a claim, the District may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$15,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- i. **Meet and Confer.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- j. **Mediation.** Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

- 1) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - 2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - 3) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - 4) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- k. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- l. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
- 1) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless

**SECTION 00700
GENERAL CONDITIONS**

SECTION 00700
GENERAL CONDITIONS

mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Agreement. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

- 2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - i. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- m. **Government Code Claims:** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the District may be filed. **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
- n. The District's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 51. DISTRICT'S RIGHT TO TERMINATE CONTRACT

- a. **Termination for Cause:** The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard Applicable Laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of default and intent to terminate shall contain the reasons for termination. Unless within ten (10) Days after the service of such notice, Contractor resolves the circumstances giving rise to the notice of default to the District's satisfaction, or makes arrangements acceptable to the District for the required corrective action, this Contract shall terminate. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over The Work, the District may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. **Termination For Convenience:** In addition to its right to terminate this Contract for default, the District may terminate the Contract, in whole or in part, at any time upon ten (10) Days written notice to Contractor. The Notice of Termination shall specify that the termination is for the convenience of the District, the extent of termination and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

- 3) Leave the Site and any other property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts and purchase orders to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."
- 7) District's total liability to Contractor by reason of the termination shall be limited to the total (without duplication of any items) of:
 - i. The reasonable cost to the Contractor for all Work performed prior to the effective date of the termination, determined in accordance with the force account provisions of ARTICLE 46, including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the Cost Breakdown. Deductions shall be made for cost of materials to be retained by the Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead, not to exceed five percent (5%) of the cost. Contractor shall not be entitled to reimbursement under this section for Work for which Contractor has already received,

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

or is eligible to receive, compensation under the terms of the Contract.

- ii. When, in the District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.
 - iii. A reasonable allowance for profit on cost of Work performed as determined in accordance with ARTICLE 46 provided that the Contractor establishes to the District's satisfaction that the Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed five percent (5%) percent of the cost. Contractor shall not be entitled to an allowance for profit on any work for which Contractor has received, or is eligible to receive, compensation under the terms of the Contract.
 - iv. Reasonable costs to the Contractor of handling material returned to vendors, delivered to the District or otherwise disposed of as directed by the District.
 - v. A reasonable allowance for the Contractor's internal administrative costs in preparing termination claim.
 - vi. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.
- 8) In no event shall the District be liable for unreasonable costs incurred by the Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Contractor's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.
- 9) The District shall have no obligation to pay the Contractor under this ARTICLE 51b (Termination for Convenience) unless and until the Contractor provides the District with updated and acceptable as-builts and Record Documents for Work completed prior to termination.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

- 10) In arriving at the amount due the Contractor under this clause there shall be deducted in whole or in the appropriate part(s) if the termination is partial:
 - 11) All unliquidated advances or other payments on account previously made to the Contractor, including without limitation all payments which are applicable to the terminated portion of the Contract Documents,
 - 12) Any claim the District may have against the Contractor in connection with the Work, and
 - 13) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Contractor and not otherwise recovered by or credited to the District.
 - 14) These provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- c. **Savings Clause.** If District terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.
- d. **Exception.** Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

ARTICLE 52. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work to complete or correct the Work at issue. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all actions necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for District all warranties that would be given in normal commercial practice or that are required in the Contract Documents;
 - 2) Require all warranties to be executed, in writing, for the benefit of the District; and
 - 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 53. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

documents, subcontracts, and other data of the Contractor (including electronic records, computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

ARTICLE 54. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 55. SEPARATE CONTRACTS

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall cooperate with and permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 56. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 57. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 58. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 59. INTEGRATION

- a. This Contract, together with its incorporated documents, contains the entire, integrated agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void.
- b. Any modification of this Contract shall be effective in in writing signed by all parties hereto. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

ARTICLE 60. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written consent of the District shall be void. Any

**SECTION 00700
GENERAL CONDITIONS**

assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 61. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect District's rights under the Contract, including but not limited to the bonds.

ARTICLE 62. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 63. PROHIBITED INTERESTS

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 64. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in the Contract Documents are for reference purposes only and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building code, including but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

ARTICLE 65. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 66. OWNERSHIP OF DRAWING

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of the Work.

ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

END OF GENERAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

SPECIAL CONDITIONS

SP – 1 DIFFERING SITE CONDITIONS

In the event that site conditions are materially different than shown on the plans or observed during the mandatory site visit, the Contractor shall promptly notify the Engineer in writing. The Engineer shall investigate the conditions, and if found that such conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, the Engineer will recommend to the District that an equitable adjustment be made by modifying the Contract by Change Order to account for differing site conditions.

No Claim of the Contractor under this clause or any other shall be allowed unless the Contractor has given notice as indicated above..

No Claim of the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

SP – 2 USE OF STANDARDS

The District's Standard Technical Specifications and Standard Details (most recent edition) are considered a part of the Contract Documents and are the primary reference for technical specifications for the construction of District projects. Any item of work not specified in the following Technical Specifications sections or not shown in the Bid Drawings shall be subject to the District's Standard Technical Specifications and Standard Details .

SP – 3 DESCRIPTION OF BID ITEMS

The Bid Items listed in Section 00400 Bid Form are described in further detail in Section 01200 – Measurement and Payment. The descriptions provided are intended as a guide for measurement and payment and may not include all items or work necessary to complete the Project. Any items not described, but necessary to complete the Project as specified within the Contract Documents shall be considered included in the appropriate Bid Item.

SP – 4 DAMAGE TO PAVEMENT AND CONCRETE

The Contractor shall provide all necessary protection to existing pavement and concrete so as to avoid scraping, gouging, imprinting, cracking edges or otherwise causing damage during the entire Project. The District shall direct the Contractor to repair any damage as deemed necessary by the District. The Contractor shall repair said damage using methods required by the District or the parties may agree to an alternative method in advance of said repairs. All costs of repairs to existing pavement and concrete due to damage caused by the Contractor shall be solely the responsibility of the Contractor.

END OF SPECIAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

**GRAHAM CIRCLE AND CIRCUIT DRIVE
WATER MAIN REPLACEMENT PROJECT C15-132**

The work described herein shall be performed according to the Citrus Heights Water District General Specifications as follows:

1. SCOPE OF WORK

The work shall include installing:

- 96 lineal feet of 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)
- 680 lineal feet of 8" Class 305 PVC Pipe
- 95 lineal feet of 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)
- 1,057 lineal feet of 6" Class 305 PVC Pipe

The work shall also include installing:

- Five (5) 6" resilient wedge gate valves

The work shall also include installing:

- Four (4) Steamer Fire Hydrants

The work shall also include installing:

- One (1) 1" air/vacuum valve
- Two (2) 1" metered water services
- Twenty Five (25) 1" water services with curb stops

The work includes all labor, materials, equipment, and incidentals, to completely install an operating facility in accordance with these Citrus Heights Water District General Specifications and the Contract Documents.

The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the District.

2. DISTRICT FURNISHED ITEMS

- The District shall furnish water for construction at no cost to the Contractor.
- The District shall provide for initial compaction testing as deemed necessary by

**SECTION 00900
GENERAL SPECIFICATIONS**

the District at no cost to the Contractor.

- The District shall provide for bacteriological sampling of the water in the water main and services prior to reconnection of same at no cost to the Contractor.
- The District shall provide an Encroachment Permit approved by the City of Citrus Heights and pay all costs for fees and inspection at no cost to the Contractor.
- The District shall file and maintain a Notice of Exemption for the California Environmental Quality Act (CEQA).

3. CONTRACTOR FURNISHED ITEMS

- The Contractor shall furnish all other material including but not limited to pipeline and appurtenances, sand, 3/4" aggregate base, concrete for thrust blocks, temporary and final paving, and hauling and disposal of spoils. The Contractor is advised to order and acquire the specified materials well enough in advance so as not to cause the Project to be delayed or to necessitate substitutions. Additional work days will not be granted for failure to obtain materials in a timely manner.
- The Contractor shall be responsible for obtaining any necessary permit for the disposal of chlorinated water and coordinating with the proper agency. Any variation on this method will require approval in advance by Citrus Heights Water District. The discharge of chlorinated water into any surface water drainage system is strictly prohibited by law.
- The Contractor shall provide a supplemental Encroachment Permit approved by the City of Citrus Heights. There is no charge for this supplemental permit.
- The Contractor shall furnish a Traffic Control Plan approved by the City of Citrus Heights. The Traffic Control Plan shall comply with the City of Citrus Heights Encroachment Permit.

4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

Bid Item 1, Mobilization: Includes obtaining a temporary discharge permit as required. Includes preparatory work and operations, including, but not limited to, that necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all work site offices, buildings, and other facilities necessary for the Project; and for all other work and operations which must be performed, including costs incurred, prior to beginning work on the various contract items at the work site.

The bid item for mobilization shall be no more than eight percent (8%) of the total contract amount. The first payment for mobilization shall be one hundred percent (100%) of the

**SECTION 00900
GENERAL SPECIFICATIONS**

bid item amount. The Contractor shall submit an invoice to the District for payment of mobilization upon execution of the Agreement for Construction Services.

Bid Item 2, Sheeting, Shoring and Bracing: Consists of providing sheeting, shoring and bracing for below-grade excavations as is necessary to provide a safe work environment for the workers. The Contractor shall be responsible for the proper application of sheeting, shoring, and bracing as required at any trench depth. Furthermore, the Contractor shall comply with all requests by the District Inspector for applying of sheeting, shoring, and bracing at any trench depth.

The Contractor shall refer directly to Title 8 of the California Code of Regulations and the Labor Code, produced by the State of California Department of Industrial Relations and the Cal/OSHA Consultation Service Research and Education Unit, for detailed information regarding the regulation's scope, specifications, and exceptions and for other requirements that may be applicable to their operations.

The bid item for sheeting, shoring, and bracing shall be no more than one percent (1%) of the total contract amount. The first payment for sheeting, shoring, and bracing shall be one hundred percent (100%) of the bid item amount. The Contractor shall submit an invoice to the District for payment of sheeting, shoring, and bracing upon execution of the Agreement for Construction Services.

Bid Item 3, Traffic Control Plan and Implementation: Includes preparing and obtaining approval for a Traffic Control Plan, procurement and placement of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector. The Contractor shall comply with the approved City of Citrus Heights Encroachment Permit, and shall implement traffic control procedures as directed by the City Inspector and the District Inspector. The Contract lump sum price paid for Traffic Control Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and stationary mounted signs, project information signs, flagging, removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, as shown on the Project Plans and as directed by the City Inspector.

The bid item for the traffic control plan and implementation shall be no more than five percent (5%) of the total contract amount. The first payment for the traffic control plan and implementation shall be fifty percent (50%) of the bid item amount and shall be invoiced with the Contractor's monthly payment request following receipt of the Notice to Proceed from the District. The remaining fifty percent (50%) of the bid item amount shall be invoiced by the Contractor with the following monthly payment request.

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

Bid Item 4, Storm Water Pollution Prevention Implementation: Includes procurement and placement of all storm water pollution protection materials and equipment, and fulfillment of all other requirements as specified in the Project Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector and the District Inspector. The Contractor shall comply with changes to the approved storm water pollution protection plans as required by the City of Citrus Heights Encroachment Inspectors and the District Inspector. The contract lump sum price paid for Storm Water Pollution Prevention Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved with Storm Water Pollution Prevention Implementation, including filter bags, gravel filled bags, geotextile fabric or erosion control blankets, staples, temporary fiber rolls, stakes, and removal of all storm water pollution protection materials and equipment from the site upon completion of work and as directed by the City and District Inspectors.

The bid item for the storm water pollution prevention plan and implementation shall be no more than one percent (1%) of the total contract amount. Payment for the storm water pollution prevention plan and implementation shall be one hundred percent (100%) of the bid item amount and shall be invoiced with the Contractor's monthly payment request following receipt of the Notice to Proceed from the District.

Bid Item 5, Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth 60" Max.): The Contractor is advised that 8" Pressure Class 350 Ductile Iron Push On or Restrained Joint Pipe (PC350 DIP) may be specified for use in connections to existing water mains on the Plans or elsewhere in the Contract and Specifications.

Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 8" Pressure Class 350 Ductile Iron push on or restrained Joint Pipe (PC350 DIP) water main as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS*, Construction Detail "TREN_713CH" and "TREN_712".

Bid Item 6, Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth Greater Than 60" Max.): Excavation below the 60" maximum trench depth shall only be approved for the purposes of crossing below existing utilities. This bid item is reserved for said areas only and may not be required for the construction of this project.

Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 8" Pressure Class 350 Ductile Iron

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

push on or restrained Joint Pipe (PC350 DIP) water main as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS, Construction Detail "TREN_713CH" and "TREN_712"*.

Bid Item 7, Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth 60" Max.): 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main shall be installed in all areas where separation from parallel sewer or drain lines is less than ten feet (10'), as specified in Construction Detail TREN_783, or when crossing sewer or drain lines in areas where special water pipe is required at trench depth of 60" maximum, as specified in Construction Detail TREN_782.

Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS, Construction Detail "TREN_713CH" and "TREN_712"*.

Bid Item 8, Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth Greater Than 60" Max.): Excavation below the 60" maximum trench depth shall only be approved for the purposes of crossing below existing utilities. This bid item is reserved for said areas only and may not be required for the construction of this project.

Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 6" Pressure Class 350 Ductile Iron push on or restrained Joint Pipe (PC350 DIP) water main as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS, Construction Detail "TREN_713CH" and "TREN_712"*.

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

Bid Item 9, Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth 60" Max.): 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main shall be installed in all areas where separation from parallel sewer or drain lines is less than ten feet (10'), as specified in Construction Detail TREN_783, or when crossing sewer or drain lines in areas where special water pipe is required at trench depth of 60" maximum, as specified in Construction Detail TREN_782.

Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See CONSTRUCTION DETAILS, Construction Detail "TREN_713CH" and "TREN_712".

Bid Item 10, 8" Connection to Existing 12" Water Main: Includes connecting newly constructed 8" water main to existing 12" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans, Sheet 9, Note 2.

Bid Item 11, 8" Connection to Existing 8" Water Main: Includes connecting newly constructed 8" water main to existing 8" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans, Sheet 7, Note 3.

Bid Item 12, 6" Connection to Existing 8" Water Main: Includes connecting newly constructed 6" water main to existing 8" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans, Sheet 6, Note 7.

Bid Item 13, 6" Connection to Existing 6" Water Main: Includes connecting newly constructed 6" water main to existing 6" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans, Sheet 4, Note 2.

Bid Item 14, Install 6" Resilient Wedge Gate Valve: Includes installing a 6" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See CONSTRUCTION DETAILS, Construction Detail "VB_811".

Bid Item 15, Install Dry Barrel Steamer Fire Hydrant: Includes installing a dry barrel steamer fire hydrant. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, thrust block, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price, complete. Fire hydrant lateral piping to be installed and invoiced per Bid Item 9.

See CONSTRUCTION DETAILS, Construction Detail "FH_612".

Bid Item 16, Install 1" Air/Vacuum Valve – Below Ground: Includes the installation of a 1" Type K hard copper water service and 1" inch air/vacuum valve below ground. Installation to be by open-cut trenching to achieve proper grade. Includes reinforced concrete pad and protective enclosure. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, non-detectable locator tape, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price per each unit, complete.

See Exhibit G, Construction Details "AV_412", Detail TREN_721", and "TREN_723CH".

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

Bid Item 17, Install 1" Metered Water Service: Includes the installation of a 1" polyethylene metered water service meter as specified by directional boring or open-cut trenching. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, non-detectable locator tape, backfill, compaction, and temporary paving. 1" meter setter will be supplied by the District at no cost to the Contractor. Includes installing 1 1/4" Schedule 40 PVC pipe with Schedule 80 fittings on the customer side to reconnect from the new meter location to the customer service line as indicated on the Project Plan. Includes removing and reinstalling the existing water meter at the new location and removing the existing meter setter and meter box. Includes cutting, capping, and abandoning the existing water line. Payment shall be at the contract unit price per each unit, complete.

See CONSTRUCTION DETAILS, See Construction Detail "WS_102PE", Detail TREN_721", and "TREN_723CH".

Bid Item 18, Install 1" Water Service with Curb Stop: Includes the installation of a 1" polyethylene water service as specified by directional boring or open-cut trenching. Includes installation of a 1" curb stop and connecting to customer's existing 1" meter setter at the existing meter box with all brass fittings as required. Includes excavating and reinstalling the existing meter box to proper grade with new 2" x 6" pressure treated Douglas Fir supports and replacing the 3/4" clean crushed rock. Includes cutting, capping, and abandoning the existing water line. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, and excavation, non-detectable locator tape, #10 insulated copper locator wire, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See CONSTRUCTION DETAILS, Construction Detail "WS_108PE", Detail TREN_721", and "TREN_723CH".

Bid Item 19, Reconnect 1" Water Service at Main: Includes the reconnection of an existing 1" polyethylene water service at the location of the new water main as specified by excavating. Includes construction saw cutting and removal of existing paving, potholing, and excavation, locator tape, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See Exhibit G, Construction Detail "WS_109PE", Detail TREN_721", and "TREN_723CH".

Bid Item 20, Remove Existing Steamer Fire Hydrant: Includes removal of an existing steamer fire hydrant. Includes cutting the steamer fire hydrant 24" minimum below ground and plugging the abandoned barrel with concrete. Removal of any valve box or riser shall be invoiced with the bid item for "Remove Valve Box." Includes proper disposal of the steamer fire hydrant. Includes potholing during excavation, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

**SECTION 00900
GENERAL SPECIFICATIONS**

SECTION 00900
GENERAL SPECIFICATIONS

Bid Item 21, Remove Existing Wharf Fire Hydrant: Includes removal of an existing wharf fire hydrant. Includes cutting the wharf fire hydrant 24" minimum below ground and plugging the abandoned pipe with concrete. Removal of any valve box or riser shall be invoiced with the bid item for "Remove Valve Box." Includes delivery of wharf fire hydrant to CHWD corporation yard. Includes potholing during excavation, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

Bid Item 22, Remove Existing Tee and Valves: Includes removal of an existing 8" tee and gate valves. Includes cutting the existing water main on all sides of the existing 8" tee and gate valves, removing the 8" tee and gate valves, and installing a section of 8" Pressure Class 350 Ductile Iron Tyton Joint Pipe (PC350 DIP) water main to east and west with appropriate couplings on each end. Includes installation of concrete plug on abandoned water main. Includes potholing during construction, excavation, disinfection, flushing, backfill, temporary paving, and bacteriological testing. Includes removal of existing valve boxes and risers and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans, Sheet C3, Note 8.

Bid Item 23, Remove Existing Valve Box: Includes removing and disposing of an existing water main valve box and cutting the existing access riser 12-inches minimum below grade. Includes ¾" aggregate base backfill, mechanical compaction to 95%, and temporary paving. Payment shall be at the contract unit price, complete.

Bid Item 24, Install Concrete Fire Hydrant Access Pad: Includes installation of a concrete fire hydrant access pad only at locations as indicated on the Project Plans. Payment shall be at the contract price per each unit, complete.

See CONSTRUCTION DETAILS, Construction Detail "FH_683".

Bid Item 25, 4" Max. Asphaltic Concrete (AC) Paving Restoration: This work includes finish saw cutting, removal, subsurface recompaction and replacement with 1/2" aggregate Asphalt Concrete to a 4" Maximum depth (installed in 2" maximum lifts) in accordance with Section 14 "Restoration of Surfaces" and Section 23 "Asphalt Concrete" of the County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right-of-way. Sand Seal Coat used for surface restoration shall comply with Section 14-3.03 "Seal Coats" of the County of Sacramento Standard Construction Specifications. Includes replacement of all pavement markings and reflective buttons disturbed during the project and as directed by the Inspector.

Final paving lift shall be applied using a paving finishing machine to provide an even surface with minor compaction. Hand raking of the final paving lift shall be minimal and only in areas where a paving finishing machine cannot be used. No disturbance of the paving shall be allowed until a pavement roller has adequately compacted the paving, and the paving has properly cooled. All paving not conforming to said specifications shall

SECTION 00900
GENERAL SPECIFICATIONS

**SECTION 00900
GENERAL SPECIFICATIONS**

be removed and properly replaced by the Contractor at no cost to the District.

In addition to the provision in Section 14-7 "Measurement and Payment" of the County of Sacramento Standard Construction Specifications, the following measurement and payment shall apply:

The contract unit price paid per square foot for 4" Asphaltic Concrete (AC) Paving Restoration with Standard Grind Width on Both Sides shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in 4" Asphaltic Concrete Paving Restoration Above the Trench Zone, including Sand Seal Coat, including all pavement striping, lettering, and reflective buttons, complete in place, as shown on the plans, as specified in these specifications, and as directed by the District Inspector. Payment shall be based upon the quantity of paving restoration, not the quantity of sand seal coat.

See CONSTRUCTION DETAILS, Construction Details "TREN_713CH" and "TREN_723CH".

Bid Item 26, Concrete Restoration: This work includes construction and finish saw cutting, removal, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. The replaced curb, gutter and sidewalk shall be constructed in conformance with County of Sacramento Standard Construction Specifications Plan 4-30, and Section 27 "Curbs, Gutters, Sidewalks, and Drainage Structures" of the County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside City right of way.

The contract unit price paid per square foot for Concrete Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in Concrete Restoration, including furnishing and placing aggregate base material, complete in place, as shown on the plans, as specified in these specifications, and as directed by the City and District Inspector.

See SPECIAL PROVISIONS, Concrete Restoration.

Bid Item 27, Landscape Restoration – Lawn or Planter Area: This work consists of restoring customer's lawn or planter area to its original or better condition prior to water installation. Includes sod removal and replacement or reinstallation, grading, mulching, irrigation and sprinkler systems, and a general site cleanup. Payment shall be at the contract price per each unit, complete.

See SPECIAL PROVISIONS, Landscape Restoration.

5. ORDER OF WORK

The order of work outlined below is to minimize public inconvenience and water service interruptions. The Contractor is to submit a more detailed written schedule of the order of work based on this outline.

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

1. Obtain approvals of submittals for the following items: Discharge permit if required, materials, pipeline and appurtenances, backfill material design, asphalt mix design, concrete design mix, and Construction Schedule.
2. Order and coordinate delivery of material and equipment, and request location services from Underground Service Alert (USA). Telephone: 1-800-642-2444 or 811.
3. Install new water mains with temporary caps with 2" blow-offs at points of connection to the existing system. Obtain approval from the District for installation and then backfill excavation.
4. Install water services in accordance with District General Specifications. Obtain approval from the District for installation and then backfill excavation.
5. Install temporary 2" Construction Water Service as required by the District Inspector to allow pressurization of the old system and the new system simultaneously.
See CONSTRUCTION DETAILS, Construction Detail WS_290.
6. Flush and hydrostatically test water mains and services. District performs bacteriological sampling.
7. Connect all water services to customers' lines upon notification by District of satisfactory bacteriological sampling.
8. Coordinate with District Inspector for connecting new water mains to existing water mains upon notification by District of satisfactory bacteriological sampling.
9. Abandon old facilities. All open ends of old facilities shall be concrete capped. All abandoned valve boxes shall be removed.
10. Restore sites to pre-construction conditions as required and obtain approval from the District and the City of Citrus Heights.

6. BACTERIOLOGICAL TESTING PROCEDURE AND TIMETABLE

Before project construction begins:

1. CHWD Water Quality personnel shall sample for both Coliform (Presence/Absence) and Heterotrophic Plate Count (HPC) on mains adjacent to the project. (SimPlate may be substituted for HPC)

During project:

**SECTION 00900
GENERAL SPECIFICATIONS**

SECTION 00900
GENERAL SPECIFICATIONS

2. CHWD Project Management personnel will provide a 24-hour notice to the Regional Water Quality Control Board for all flushing events.
3. The newly constructed mains shall be filled by the contractor and purged to remove any trapped air using the District-approved and tested backflow prevention device specification. All best management practices shall be followed to insure no sediment or chlorine reaches any drain inlet or creek.
4. The newly constructed mains shall pass the District pressure check requirements.
5. The mains shall be chlorinated at 100 ppm for a minimum of 24 hours by the contractor using an approved chlorination specialist.
6. The chlorine concentration shall be checked after 24 hours and a minimum residual of 25 ppm must be present throughout the new mains.
7. The mains shall be flushed by the contractor until the chlorine concentration matches the normal system residual. All best management practices shall be followed to insure no sediment or chlorine reaches any drain inlet or creek.
8. CHWD Project Management personnel shall submit a sampling plan to the Operations Manager for approval.
9. CHWD Water Quality personnel, when practical, will collect Coliform and HPC samples according to the approved sampling plan. The sampling schedule will be submitted to the Operations Manager and the Water Quality Supervisor with at least a 24-hour notice.
10. Samples shall be taken for both Coliform and Heterotrophic Plate Count (HPC) at 24 and 48 hour intervals after completion of flushing.
11. CHWD Project Management personnel shall submit negative sample documentation to Operations Manager for acceptance prior to the any connections to the CHWD distribution system. Sample result documentation generally takes 3-5 business days after samples are delivered to lab.
12. CHWD Water Quality personnel will sample mains downstream of project for Coliform and HPC after the new main is connected to the CHWD distribution system.

The Contractor shall allow 8-10 business days for the Disinfection/Sampling Procedure prior to any connection to the District's distribution system. Larger systems will require additional time for chlorination and flushing. Bacteriological samples shall only be collected between 8:00am and 2:00pm Monday through Thursday. Any positive results on any sample taken shall require a repeat of the Disinfection/Sampling Procedure until

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

all samples test negative. HPC samples require a plate count of less than 500 on any sample taken.

1. DAY 1 - Chlorinate new mains to 100 PPM and complete to allow flushing time on following day.

---24-hour chlorine detention period---

2. DAY 2 - Flush new mains to normal residual and complete before 2:00pm. (Similar to system residual)

---24-hour sampling detention period---

3. DAY 3 - Obtain first Coliform and HPC samples before 2:00pm.

---24-hour sampling detention Period---

4. DAY 4 - Obtain second Coliform and HPC samples before 2:00pm.

---3 to 5 business days for laboratory testing and review---

5. DAY 7-9 - Sample documentation provided to Operations Manager and customer notification of shut-down

---24-hour notification period---

6. DAY 8-10 - Connection to CHWD distribution system only after clearance from Operations Manager is received.

7. EXCAVATION AND POTHOLING

Prior to beginning any excavation, the Contractor shall call Underground Service Alert (USA) (800) 642-2444 or 811, at least two (2) working days in advance, to arrange for utility location. The Contractor shall be responsible for the location and protection of all existing utilities. **The Contractor shall expose and verify locations and elevations of existing utilities prior to construction as specified in the plans and specifications. The types, locations, sizes and/or depths of the existing underground utilities as shown on the plans were obtained from sources of varying reliability. The Contractor is cautioned that only actual excavation will reveal the types, extent, sizes, location, and depths of such underground utilities. If a utility is damaged, the Contractor shall contact the utility company immediately for repair.** The Contractor shall pay all costs for such repair if said damage is determined to be the responsibility of the Contractor. The Contractor shall receive no additional compensation for removing and reinstalling any pipe or appurtenances due to a lack of proper advance potholing.

SECTION 00900
GENERAL SPECIFICATIONS

**SECTION 00900
GENERAL SPECIFICATIONS**

Removal of soil, concrete, asphalt and other existing improvements shall be considered as excavation. Excavation shall also include exploration and/or "Potholing" to determine the location of existing underground facilities and obstructions, and shall be considered as a normal part of this work.

The Contractor shall immediately advise the District of inaccurate pothole data or any other pothole data which presents a conflict to the proposed water main alignment. The District shall provide direction in advance of any water main installation to resolve the conflict.

The District assumes no responsibility for the accuracy of utility markings other than water mains and appurtenances. Should the Contractor fail to locate any utility, the Contractor shall be solely responsible for contacting that utility to schedule a re-mark. The Contractor is advised that the District assumes no responsibility for additional costs for further excavation to locate a non-water related utility.

Furthermore, should the Contractor choose to abandon all attempts to locate a utility, the Contractor is hereby advised that they are proceeding with water main installation at their own risk. The District will not provide any written waiver of the requirement to locate in such case. Should the Contractor later encounter the utility during trenching operations, the District assumes no responsibility for cost of realignment of the new water main or repair for damage to the utility.

8. REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency, as defined in Section 4402, is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the Project Plans and general specifications made a part of the Notice Inviting Bids. The agency shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and general specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities,

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

such as buildings, meter and junction boxes, on or adjacent to the site or construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the Project Plans and specifications.

If the Contractor, while performing the Contract, discovers utility facilities not identified by the public agency in the contract Documents it shall immediately notify the public agency and utility in writing.

The public utility, where they are the owners, shall have the sole discretion to perform such repairs or relocation work or permit the Contractor to do such repairs or relocation work at a negotiated price.

The Contractor shall cooperate fully with all utility forces of the District or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

9. HOURS OF WORK

The Contractor shall schedule all work activities per the City of Citrus Heights Encroachment Permit, Monday through Friday, with Saturdays, Sundays, and District Holidays being excluded. The Contractor shall indicate the need for non-normal work hours in the various schedules submitted during the progress of the Project.

Overtime work shall not entitle the Contractor to any compensation for any contract item in addition to that stipulated in the contract for the kind of work performed. In case of extra work ordered by the District, no additional payment shall be made to the Contractor because of the payment by him of overtime wage rates for such work, unless the use of overtime work in connection with such extra work is specifically ordered in writing by the District, and then only to such extent as extra payment is regularly being made by the Contractor to his personnel for overtime work of a similar nature in the same locality.

If, due to Contractor negligence, the District is called out after hours to restore water service, the Contractor shall be back-charged at a rate of \$75 per hour per District employee for said restoration. All such charges shall be documented by the District and deducted by the District from retention monies due the Contractor.

10. MATERIAL SUBMITTALS

The Contractor shall submit the following items for District approval prior to the beginning of the Project:

Submittal List

**SECTION 00900
GENERAL SPECIFICATIONS**

<u>Item Description</u>	<u>Submittal Summary</u>
Pipe, Valves and Fittings	Product Data Sheets or other information
Service Materials	Product Data Sheets or other information
Valve Boxes and Lids	Product Data Sheets
Sand	Gradation and Material Certification
Import Backfill	Gradation and Material certification
Asphalt Mix Design	Mix Design
Concrete Mix Design	Mix Design
Chlorination Specialist	Applicable State Contractors License Number

11. VARIATIONS FROM PLANS AND SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS

Any portions of the work, which do not conform to the General Specifications, Special Provisions, Construction Details, Map and Project Plans, or other Contract Documents, shall be clearly identified by the Contractor in a written letter noting such variation. In the event of a conflict between the General Specifications and Special Provisions, the Special Provisions shall prevail.

The District reserves the right to make such modifications or alterations, reductions or omissions, extra or additional work to the General Specifications and Contract Documents, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the District as necessary or advisable, and to require such extra work as may be determined by the District to be required for the proper completion or construction of the whole work contemplated. All charges shall be considered a part hereof and subject to each and all of its terms and requirements.

Increases or decreases in the quantities shown in the bid schedule, regardless of the magnitude of the change, the percentage change from the bid schedule quantity or the elimination of a contract item of work does not constitute a change requiring a change order, a change in the scope of the work, or a change in the character of the work. Contractor shall be paid the unit price quoted in the Proposal for Construction Services for the actual quantities used.

No change or deviation from the Contract Documents or General Specifications shall be made by the Contractor without written authorization from the District setting forth a complete description of the change.

12. CALIFORNIA CONTRACTOR'S LICENSE CLASSIFICATION

In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the Contractor must possess a valid California State Class A - General Engineering Contractor Contractor's License at the time that the Contract is awarded and throughout the Contract's duration. Failure to possess the specified license

**SECTION 00900
GENERAL SPECIFICATIONS**

shall render the bid as non-responsive, and shall act as a bar to award the Contract to any bidder not possessing said license at the time of award.

13. SUBCONTRACT DOCUMENTS

Subcontractor(s) shall possess a valid California State Contractor's License as applicable to the work performed. All subcontracts shall include provisions that the Contract between the District and Contractor is part of the subcontract, and that all terms and provisions of said Contract are incorporated in the subcontract. Copies of the subcontract shall be made available to the District upon written request and shall be provided to the District at the time any litigation is filed against the District concerning the Project. The Contractor shall pay subcontractor(s) for completed work within thirty (30) days of receipt of payment from the District.

14. PERMIT FOR CONSTRUCTION WATER

A Construction Water Permit, a fire hydrant meter, and a fire hydrant meter deposit is required for use of any District fire hydrant(s). The construction water fees are waived for the duration of the Contract and shall entitle the Contractor access to and reasonable use of water from assigned fire hydrants connected to the District's water distribution system.

15. SAFETY AND HEALTH PROVISIONS

Fixed or portable chemical toilets, properly obscured from public observance, shall be provided for the use of the employees of the Contractor. Toilets at the site shall conform with OSHA Safety and Health Standards for Construction. Toilets shall be serviced daily and shall be removed from the work site on Saturdays, Sundays, and District Holidays unless work is authorized for those days.

16. INJURY AND ILLNESS PREVENTION/HAZARD COMMUNICATION

The Contractor shall maintain written "Injury and Illness Prevention," "Confined Space Entry," and "Hazard Communications" programs and shall provide the District with documentation of same prior to the execution of the Agreement for Construction Services.

17. PRE-CONSTRUCTION CONFERENCE

A Pre-construction Conference shall be held at the office of the Project Manager (Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610) for the purpose of discussing with the Contractor the Scope of Work, General Specifications, existing conditions, submittals, materials, construction equipment, and other essential matters relating to the satisfactory completion of the work. This conference shall be held prior to the issuance of the Notice to Proceed. The Contractor's representatives shall include the Competent Person, Project on-Site Superintendent, other primary superintendents and may also include representative's subcontractors, service providers and material

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

suppliers if any.

18. PROJECT MEETINGS

The Contractor, the District Inspector, and Project Manager shall establish a routine meeting schedule throughout the course of the Project to discuss progress, changes, questions, and to update the Project Schedule. Meetings shall occur at two week intervals or more frequently if needed.

19. CONSTRUCTION SCHEDULE

A Construction Schedule shall be prepared and submitted by the Contractor to the District for review and approval prior to the issuance of the Notice to Proceed. Biweekly updates shall be provided thereafter and until completion of the project. Full compensation for preparing the Construction Schedule and biweekly updates thereto shall be considered as included in the contract prices paid for the various items of work, and no additional payment will be allowed therefor.

20. EMERGENT MATTERS AFTER HOURS

Matters requiring an emergent response after working hours include but are not limited to public safety and the protection of private property, such as; degradation of temporary paving, unsafe traffic plates, leaking piping, customers without water service, violations of storm water pollution prevention implementation and unsafe construction. The Contractor is advised that the District has the authority to determine what matters shall constitute an emergency, and the Contractor shall respond to all such emergencies until measures have been taken to remedy the matter to the District's satisfaction.

21. EMERGENCY CONTACT AND CONTRACTOR RESPONSE

Prior to commencement of the Project, the Contractor shall designate a competent person to be responsible for responding to emergencies during non-work hours resulting from the Contractor's work. Said person shall be available at all hours and shall be housed near the Project site. The maximum allowable response time shall be 30-minutes as determined by MapQuest. The District shall be provided with a cellular telephone number and other relevant contact information for said designated competent person. The Contractor is solely responsible for informing the District of any changes in designation of the responsible person or contact information during the course of the Project.

22. TRENCH AND EXCAVATION COMPETENT PERSON ASSIGNMENT AND RESPONSIBILITIES

The Contractor is hereby notified that a Trench and Excavation Competent Person shall be assigned to the Project at all times and shall be present on the Project during any and all work periods as specified in the Competent Person Assignment Form (see following

SECTION 00900
GENERAL SPECIFICATIONS

page). The Trench and Excavation Competent Person shall be present at the Pre-Construction Conference and shall complete and sign this Form during the Conference. Should substitution of the assigned Trench and Excavation Competent Person be required, a new form shall be completed prior to initiating or continuing any work period, and that substituted Trench and Excavation Competent Person shall assume all responsibilities of the title.

**SECTION 00900
GENERAL SPECIFICATIONS**

Trench and Excavation “Competent Person” Assignment

PROJECT NAME: _____

(Name of individual) _____
has been designated a “Competent Person” for Trenching & Excavation Operations by

(Name of employer) _____
based on the individual’s training, experience and demonstrated skills in the following:

1. Knowledge of Cal-OSHA Code of Regulations, Title 8, Article 6 Excavations (Section 1539-1547)
2. Soil classification
3. Use of protective systems and safe access to and from all work levels or surfaces

As such, the individual has the ability to detect:

1. Conditions that could result in cave-ins
2. Failures in protective systems
3. Potential hazardous atmospheres
4. Other hazards including those associated with confined spaces, and has
5. The authority to take prompt corrective measures to eliminate existing and predictable hazards and to stop work when required.

Inspections shall be made by the Competent Person and must be documented. The following specifies the frequency and conditions requiring inspections:

1. Daily and before the start of each shift
2. As dictated by the work being done in the trench
3. After every rainstorm or other events that could increase hazards, e.g. rain event, wind storm, thaw, earthquake, etc.
4. When fissures, tension cracks, sloughing, undercutting, water seepage, bulging of the trench, a change in soil types or other similar conditions that occur
5. When there is a change in the size, location, or placement of the spoil pile nearest the excavation
6. When there is any indication of change or movement in protective systems or adjacent structures

Designated by:

Signature: _____ Date _____

Name _____ Title _____

_____ Title _____ Date _____

Signature of individual assigned as Competent Person:

Office telephone number: () _____ Cellular number: () _____

After-hours telephone: () _____ Pager number: () _____

**SECTION 01000
SPECIAL PROVISIONS**

**GRAHAM CIRCLE AND CIRCUIT DRIVE
WATER MAIN REPLACEMENT PROJECT C15-132**

1. Traffic Control Requirements

The following traffic control requirements shall be adhered to as a basis for bidding purposes. The City of Citrus Heights shall provide the traffic control requirements upon submittal of the encroachment permit by the contractor. Adjustments may be required in the field for the purposes of installing the water main and appurtenances.

DRIVEWAY ACCESS: The Contractor shall allow driveway access (ingress and egress) for all residential properties within the temporary traffic control zone unless special arrangements are approved by the property owner and City.

PEDESTRIAN ACCESS: All temporary traffic controls shall incorporate measures to ensure full and safe access for pedestrians and shall be in full compliance with the Americans with Disabilities Act (ADA) and Title 24 of the California Code. Submittal of separate pedestrian signage and routing plans may be required by the City to ensure compliance with access requirements.

BICYCLE ACCESS: When the road shoulder or designated bike lane is blocked by work zone or temporary traffic control measures, temporary traffic controls shall be incorporated to provide safe passage for bicyclists through the work zone. "Share the Road" signs shall be placed at the beginning of the taper or closure and a minimum lane width of 12 feet shall be maintained in the lane shared by bicycles.

LANE CLOSURES (Residential Collector Streets with 2 lanes): Single lane closures with flaggers are only allowed between 8:30 am and 3:30 pm.

- No night work is allowed on this project.

2. U.S.A. Markings and Tire Markings

The Contractor shall be responsible for removal of all U.S.A. markings and tire markings from construction equipment via power-washing or other approved method at no additional expense to the District.

3. Damage to Pavement and Concrete

The Contractor shall provide all necessary protection to existing pavement and concrete so as to avoid scraping, gouging, imprinting, cracking edges or otherwise causing damage during the entire Project. The Contractor shall exercise caution to avoid damaging pavement along the edge of pavement where the water main is to be installed on the shoulder of the roadway. The District Inspector or the City of Citrus

**SECTION 01000
SPECIAL PROVISIONS**

Heights Encroachment Inspectors shall direct the contractor to repair any damage as deemed necessary. The Contractor shall repair said damage using methods required by the Inspector or shall agree to an alternative method in advance of said repairs. All costs of repairs to existing pavement and concrete due to damage caused by the Contractor shall be solely the responsibility of the Contractor.

4. Storage of Equipment and Materials

Storage of equipment and materials on the properties shall not be permitted without the written permission of the property owner. The Contractor shall contact the City of Citrus Heights to determine if any use permits are required and obtain same, if required, at no additional expense to the District.

Storage of equipment and materials within the City of Citrus Heights right-of-way shall require coordination with the District Inspector and the City of Citrus Heights Encroachment Inspector.

5. Minimum Cover

Minimum cover on all main lines shall be 36" below finish grade unless otherwise shown on the plans or specifically approved by the District Inspector. Minimum cover on all service lines shall be 24" below finish grade unless otherwise specifically approved by the District Inspector. For the purposes of this contract "finish grade" shall be the grade of the completed trench, including restored surfaces. The restored surfaces shall match existing grade.

6. Backfill, Compaction, and Compaction Testing

Lawn, Planter, and Other Non-traffic Locations: Backfill around service piping, valves and fittings shall be #2 washed sand to a minimum of 3" below and 9" above. Backfill around water mains and service saddles shall be #2 washed sand to a minimum of 6" below and 12" above. Remaining backfill shall be 100% ¾" crushed rock to the bottom of the meter box. Above this level, backfill shall be native soil at optimum moisture content, placed in 3" lifts and hand-compacted to 90% minimum.

Roadway, Driveway, and Traffic Locations: Backfill around service piping, valves and fittings shall be #2 washed sand to a minimum of 3" below and 9" above. Backfill around water mains and service saddles shall be #2 washed sand to a minimum of 6" below and 12" above.

Proper haunching of the pipe shall be achieved by hand shovel slicing sand under the haunches of the pipe. With the pipe in place, the first lift of sand shall not exceed the springline of the pipe. No additional sand shall be added until the entire section of pipe

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

has been properly haunched.

Compaction in the sanded pipe zone shall be 90% minimum. Remaining backfill shall be 100% ¾" crushed rock to the bottom of the meter box. Above this level, the remaining trench backfill shall be 100% import ¾" aggregate base compacted to 95% minimum.

Compaction at all paved locations shall be 95% minimum. Compaction at all other locations shall be 90% minimum unless otherwise specified by the District Inspector.

Initial compaction testing shall be performed at the discretion and expense of the District. Backfill not meeting compaction specifications shall be corrected by the Contractor at no additional expense to the District. Follow-up compaction testing shall be performed by the District at the expense of the Contractor. No extra time or payment shall be provided due to work delays for these tests.

Any surface settlement during the guarantee period shall be the responsibility of the Contractor.

7. Thrust Blocks

Thrust blocks shall be constructed of Type II six-sack Portland cement. Concrete shall conform to either the 1" or 1 ½" gradation at the option of the Contractor, unless otherwise specified in these Specifications or as required by the District Inspector. No backfill material shall be compacted above thrust blocks prior to a 24-hour period.

Trailers with "buggies" shall not be used to haul concrete. Concrete shall be hauled in cement mixing trucks or trailers only and shall be mechanically mixed at the site prior to placement.

8. Temporary Trench Restoration

Temporary paving (asphalt plant-mix cutback) shall be placed at locations and maintained at locations wherever excavation is made through pavement, sidewalk or driveways, as shown on the Project Plans, or as directed by the District. Temporary paving shall be placed as soon as the condition of the backfill is suitable to receive it and shall remain in place until the condition of the backfill is suitable for permanent resurfacing. Thickness of the temporary paving shall be one and one-half inches (1-½") unless otherwise shown on the Project Plans. Temporary paving shall be maintained at the same elevation as the existing surrounding surfaces until the permanent surfacing is placed. Temporary paving shall be placed using a hand powered compaction device.

Trench plates and their installation shall comply with the City of Citrus Heights

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

Encroachment Permit. Trench plates shall be pinned prior to subjecting them to public traffic. The edges of the trench plates shall be lined with temporary paving wedges. The 2" Construction Water Service (See Exhibit G, Construction Detail WS_290) and all temporary blow-offs shall be plumbed below the roadway surface and installed in traffic-rated valve boxes for the duration of the Project.

9. Service Valve Locations and Meter Installations

The Contractor shall advise the on-site property owner/tenant of water turn-off in writing 24 hours in advance and verbally after restoration of water service.

Unless as stated below, the meter and meter boxes shall be centered over the meter setter and shall typically be placed longitudinally perpendicular to the sidewalk.

The Contractor shall locate meters and meter boxes away from drainage swales and gutters whenever possible. The Contractor shall locate meters and meter boxes entirely within the landscape or lawn area whenever possible. If location in the landscape or lawn area is not possible, it shall be placed entirely in the sidewalk, driveway or paved area.

The Contractor shall be responsible daily for the removal and proper disposal of all landscaping, concrete, and excess native soil from the work zone. Temporary cold mix asphalt patches shall be required for concrete excavations that create a safety hazard or maintenance problem. All concrete replacement required by the Project installation shall be the responsibility of the Contractor. The Contractor shall replace all concrete driveways, curbs, gutters, and sidewalks and landscaping to its original condition within thirty (30) calendar days of removal.

10. Connection to Existing Services

The Contractor shall install all piping, meter setters, and fittings. The Contractor shall connect copper, brass, or PVC (Schedule 40 with Schedule 80 fittings) line to the customer's supply line as indicated on the Project Plans.

The Contractor shall connect to existing services using the appropriate adapter, bushing or reducer. When connecting to existing galvanized services the Contractor shall use only the Smith-Blair 411 metal couplings or equal as approved by the District. No Flow-Control PVC Schedule 40 couplings shall be allowed for connecting to any type of existing service. Note that the existing service size is not necessarily the same size as the meter setter and/or meter being installed. No direct metal connection shall exist between customer and District lines. No polyvinylchloride (PVC) pipe and fittings shall be used on the District side of the meter.

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

11. Flushing Service Lines

The Contractor shall be responsible for the thorough flushing of all water service line installations through an outside hose bib immediately following service connection with a meter idler (provided by District) in place to prevent a water consumption charge to the property owner. It shall be the Contractor's responsibility to investigate and resolve complaints regarding low flow, plugged lines, etc, which ensue after working on any water service.

12. Bronze Service Saddles

Water Service Saddles used in the course of the Project are to be bronze with an iron pipe thread (IPT) outlet. Saddles for ACP are to be of the double strap bronze variety. Saddles for PVC pipe and DIP pipe are to be full support, two-piece for PVC pipe and DIP pipe. All nuts and bolts are to be bronze. Saddles shall be Mueller, Jones, Ford, or equal.

13. Corporation Stops and Ball Valves

Corporation stops and ball valves used in the course of this Project shall have an iron pipe thread connection on one end and a Mueller 110 compression connection or equal on the other end.

14. Brass Fittings

Brass valves and fittings used in the course of this Project shall meet the requirements of the State of California and not exceed 0.25% lead content.

15. Compression Couplings

Compression Couplings used in the course of this Project shall have Mueller 110 compression connections or equal.

16. Polyvinylchloride (PVC) Pipe and Fittings for Service Reconnections

PVC Pipe used in the course of this Project for domestic service reconnections shall be a minimum of Schedule 40. All PVC fittings shall be Schedule 80. When connecting to existing galvanized services the Contractor shall use only the Smith-Blair 411 metal couplings or equal as approved by the District. No Flow-Control PVC Schedule 40 couplings shall be allowed for connecting to any type of existing service.

Approved plastic pipe cement shall be WET 'R DRY PVC 2725 Blue. Medium Bodied. Approved plastic pipe primer shall be WET 'R DRY PVC P-75 Aqua Blue Primer used to

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

connect the pipe and fittings.

17. Resilient Wedge Gate Valves

The resilient wedge gate valves shall fully comply with the latest revision of AWWA C509, and shall also be UL listed and FM approved. The valves shall be tested and certified to ANSI/NSF 61.

The valve shall have a 250 psig working pressure.

The valve type shall be NRS (non-rising stem).

The valve shall have an arrow cast on the operating nut or handwheel showing opening direction. The direction of opening shall be counterclockwise (left).

The NRS valves shall be provided with a 2" square operating nut. The bolt that attaches the operating nut to the stem shall be recessed into the operating nut so as not to interfere with valve wrench operation.

The valve body, bonnet, stuffing box, and disc shall be composed of ASTM A-126 Class B grey iron or ASTM A395 or A536 ductile iron. The body and bonnet shall also adhere to the minimum wall thickness as set forth in Table 2, section 4.3.1 of AWWA C509. Wall thickness less than those in Table 2 are not acceptable.

The valve disc and guide lugs must be fully (100%) encapsulated in SBR ASTM D2000 rubber material. The peel strength shall not be less than 75 pounds per inch.

The valves shall have all internal and external ferrous surfaces coated with a fusion bonded thermosetting powder epoxy coating of ten (10) mils nominal thickness. The coating shall conform to AWWA C550.

18. Chlorination and Flushing

The Contractor shall use a licensed Chlorination Specialist for the process of introducing a chlorine solution into the new water system. Said specialist shall maintain an Active C36 (Plumbing) and C55 (Water Conditioning) license with the California State Licensing Board.

Chlorine shall be introduced into the system at a minimum of 50 PPM and a maximum of 100 PPM. The Inspector shall be provided with proof of uniform chlorination throughout the system within the stated range using an approved test procedure. All requirements of American Water Works Association standard C651-05 (Disinfecting Water Mains) shall be followed.

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

Chlorinated water shall be properly disposed of using dechlorination procedures outlined in American Water Works Association standard C651-05 (Disinfecting Water Mains) and shall comply with all regulations. The Inspector shall be provided with proof of uniform dechlorination at a minimum of 10 minute intervals during disposal using an approved test procedure. Dechlorination shall be maintained at 0.0 PPM at all times during any disposal of any water into a drainage system.

19. Sprinklers

The properties may have underground sprinkler systems. It is the Contractor's responsibility to locate the system piping, and if disturbed, repair or replace it to its original condition at no cost to the District or property owner. Sprinkler system repairs and reconnections shall be made using Schedule 40 PVC pipe w/Schedule 40 fittings or better. Full compensation for restoration of existing sprinkler systems shall be considered as included in the contract unit prices paid for the various items of work, and no additional payment will be allowed therefor.

20. Concrete Restoration

◆ **Materials**

Class A-2 Concrete – Shall contain six (6) sacks (564 pounds) of Portland cement per cubic yard and shall have a maximum size of course aggregate of three-quarter inch (3/4")

Concrete shall be hauled in cement mixing trucks or a trailer mounted barrel mixer only and shall be mechanically mixed at the site prior to placement. All ingredients are to be thoroughly intermingled during mixing, and all aggregate particles are to be completely coated with cement paste.

Note: Transporting or use of concrete in non-mixing trucks or trailers ("buggies") is not permitted.

◆ **Installation**

All new concrete shall be installed within thirty (30) calendar days of removal. All concrete construction shall conform to existing finishes. Thickness shall be 4" minimum and 6" maximum. Temporary "cut-back" asphalt shall be placed in sidewalks and other pedestrian traffic areas, until the final restored concrete can be placed.

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

Restored concrete surfaces shall be installed per County of Sacramento Standard Construction Specifications Plan 4-30 and Section 27.

Doweling and restored concrete surfaces shall comply with County of Sacramento Specifications as required.

◆ **Saw-cutting**

Double saw cutting is required for all locations in the concrete. An initial construction saw-cut is required to facilitate the locating and excavating of existing water distribution facilities or other utilities and to permit the installation of the proposed facilities. After facility installation, backfill and compaction, a second final saw-cut 6" beyond the excavation is required immediately prior to restoration of the surface. Saw cutting to the nearest expansion or control joint is required if within 18" of a proposed facility or at the direction of the District. Saw cut shall be for full depth of the slab. Edges remaining after removal shall be square, uniform, and with no chips or spalling.

◆ **Placement**

Replaced portions of concrete shall be finished to match existing surfaces.

◆ **Vandalism**

Contractor shall take all reasonable precautions to protect wet concrete from damage or vandalism.

21. Landscape Restoration

Landscape restoration work shall be performed by the Contractor. If the Contractor is unable to satisfactorily restore the landscaping, a Landscape Contractor shall be retained. The Landscape Contractor to be used shall be provided in Exhibit A, List of Subcontractors if work exceeds one percent (1.00%) of total amount of bid.

Provide all labor, materials, services and equipment necessary to complete all landscape restoration work, including but not limited to the following:

1. Sod removal and replacement
2. Ground Cover removal and replacement

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

3. Shrub removal and replacement
4. Pruning
5. Grading
6. Mulching – Shredded Bark
7. Weed Retardant Fabric replacement
8. Cleanup
9. Restoration of Sprinkler Systems

◆ **Sod Removal and Replacement**

All lawn areas disturbed by the work shall be re-sod according to the following procedures: The grass shall be cut to a height of 2". The sod shall be removed with an appropriate tool, cutting a minimum of 1 1/2" below the surface of the soil. The sod shall be stockpiled and maintained in a healthy condition, and shall be replaced within three (3) days of the time it was cut.

If the sod removed is not healthy when it is to be relayed, it shall be replaced with new sod. New sod shall be installed when and where required, within fourteen (14) days of the completion of the trench or excavation. It shall be the responsibility of the Contractor to notify the property occupant in writing to water the newly replaced sod on a regular basis as required.

Areas to be planted shall be cultivated until the soil is mixed thoroughly and in a loose and fine textured condition. The top 2" shall be cleared of all stones, stumps, dirt clods, debris, etcetera, larger than 1/4" in diameter, that are brought to the surface as a result of cultivation.

◆ **Ground Cover Removal and Replacement**

Ground cover disturbance shall be kept to a minimum and removal confined to an immediate area of required excavation. Replacement shall be with healthy new plant material of a like variety, installed in conformance with the recommendations of the Sunset Western Garden Book.

New ground cover shall be installed where required within fourteen (14) days of completion of the trench or excavation. It shall be the Contractor's responsibility to notify the property occupant in writing to water the newly replaced ground on a regular basis as required.

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

◆ **Shrub Removal and Replacement**

Any shrubbery, which must be removed, as directed by the District, shall be removed by the Contractor so as not to damage it. If any damage is done to the shrubbery, the Contractor at no cost to the District or property owner shall replace it. Replacement shrubs shall be 5-gallon minimum size and shall match the size of the removed shrub.

◆ **Pruning**

Pruning of any shrubbery or trees shall be conducted under the direction of the District and follow sound horticultural practice. Pruning shall be limited to the minimum necessary to provide access to work, to remove injured twigs and branches and to compensate for loss of roots during a transplant.

◆ **Grading**

Planting beds shall be graded to drain with uniform levels or slopes between finished elevations and existing elevations.

Remove debris, roots, stones, etcetera, in excess of 2" in size.

Fine grade all planting areas to a smooth, loose, and a uniform surface.

◆ **Mulching**

The Contractor shall replace mulch that has been disturbed by the operation. Minimum depth of mulch will be 2".

◆ **Weed Retardant Fabric Replacement**

The Contractor shall replace fabric used to retard weed growth that has been disturbed by the operation. The replaced fabric shall be of similar quality and character of the existing fabric disturbed.

◆ **Cleanup**

Any excess soil, imported fill, prunes, or other debris shall be removed daily from the work zone and disposed of in a lawful manner at the Contractor's expense.

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

◆ **Guarantee and Replacement**

All plant material and sod installed, new or reused, under this Contract shall be guaranteed for thirty (30) days from time of installation against any and all poor, inadequate, or inferior materials and/or workmanship or improper maintenance, as determined by the District.

22. Maintaining Traffic, Public Convenience and Safety

The Contractor shall be responsible for the safety of traffic within the Project limits and on the approaches to the Project. The Contractor shall be responsible for maintaining local property access and access to the existing public cross-streets within the limits of this contract. The Contractor shall provide adequate steel plating to protect driveways and provide access to properties.

Temporary paving shall be used when trenching occurs across a driveway. The Contractor shall make a reasonable effort to reduce durations of the driveway closures by scheduling and coordinating work accordingly.

The Contractor shall provide 72 hour advance notification to the occupants of property to which the existing access or frontage parking will be closed for a period of time exceeding two (2) hours. Notification will be by written notice placed on or near the building entrance or the property access point to be closed. The Contractor shall be responsible for making access available into the existing driveways at any time during their work day to emergency type vehicles such as fire, ambulance, police, and etcetera.

Personal vehicles of the Contractor's employees shall not be parked within the right of way.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the District Inspector, public traffic and convenience will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the City and District have approved them in writing.

Pedestrian access facilities shall be provided through construction areas within the right-of-way as specified herein. Access shall be American's with Disabilities Act (ADA) compliant. Pedestrian walkways shall be provided with surfacing of asphalt concrete, Portland cement concrete or timber. Surface shall be skid resistant and free of irregularities.

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

Paved pedestrian access to sidewalks and signals and signal push buttons shall be maintained during all stages of construction. Walkways shall be maintained in good condition by the Contractor. Walkways shall be kept clear of obstructions.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Any closure or detour of pedestrian access for Contractor's convenience shall be approved in writing by the City and District prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be made in writing and include plans and information showing requested duration, days of the week, routes, signing and safety measures. Approval or rejection of requests will be at the sole discretion of the City and District. Additional signing and safety measures for pedestrians approved as part of a pedestrian access modification shall be considered as included in the prices paid for the various contract items of work involved and no additional payment shall be made therefor.

23. Public Notification

The District will be responsible for notifying the public, local residents, local businesses, local public, Regional Transit Route Scheduling Unit, local law enforcement agencies, local fire districts, local public and private ambulance and paramedic service providers, local utility companies and any other persons or agencies affected by this Project. The District will be responsible for coordinating with the Contractor to ensure the proper timing and information is provided to the public.

24. Construction Layout and Staking

The District will provide construction staking for the water line as described below:

- Offset stakes will be provided at 50 foot intervals along waterline, grade breaks and two stakes will be placed at each waterline angle point along the route. Offset stakes will provide centerline of the water main and cut elevation to flowline of pipe.
- Staking Waterline Tees or Service Laterals
- Staking Water Meters or other waterline appurtenances

The following staking items will not be provided by the District:

- Staking Saw Cut Line
- Staking Construction Area Signs

SECTION 01000
SPECIAL PROVISIONS

- Traffic control except as noted below

Contractor Responsibilities:

- Discuss scheduling of staking needs for Contractor operations and time estimates of staking operations with the District Inspector. Staking needs shall be included on the biweekly schedule updates.
- Request construction stakes a minimum of three (3) working days in advance of starting an operation that will use the stakes (i.e. if stakes are to be used Thursday, the staking request shall be submitted on Monday). Weekends and holidays are not considered working days.
- Submit suitable requests for construction stakes, ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within five (5) days of staking.
- Coordinate construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in safe and expeditious manner to the satisfaction of the District Inspector.
- Contractor shall provide a safe working environment for the survey crews.
- Contractor shall establish priorities for requested construction stakes and note the priorities on the staking request.
- Contractor shall preserve all construction stakes. Replacement of stakes will be completed at the expense of the Contractor.
- The Contractor will coordinate with the District Inspector regarding the location and placement of Fire Hydrants, Valves, Tees, Crosses, Water Services, ARVs and related appurtenances. The final location of these facilities will require approval from the District Inspector.

If the area or facility is not prepared satisfactorily for the stakes, as determined by the District Inspector, the staking request will be voided by the District Inspector and the Contractor shall submit a new request for the stakes when the area or facility has been properly prepared. If survey crews have been mobilized to an area that is not ready for stakes, the District will provide written documentation and charge the Contractor with restaking charges for the survey crew's time.

SECTION 01000
SPECIAL PROVISIONS

**SECTION 01000
SPECIAL PROVISIONS**

Full compensation for coordinating construction layout and staking with the District Inspector and the District's staking agents shall be considered as included in the various contract items of work and no additional payment will be allowed therefor.

END OF SPECIAL PROVISIONS

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01100
CONSTRUCTION DETAILS**

**GRAHAM CIRCLE AND CIRCUIT DRIVE
WATER MAIN REPLACEMENT PROJECT C15-132**

The following Construction Details pertain to Citrus Heights Water District's Graham Circle and Circuit Drive Water Main Replacement Project C15-132:

Detail HP_001	Hydrostatic Pressure Testing
Detail TB_001	Concrete Thrust Block Details
Detail AV_412	1 Air/Vacuum Valve – Below Ground
Detail FH_612	Fire Hydrant – 6” Connection (Street Side)
Detail FH_683	Fire Hydrant Access Pad
Detail TREN_712	4” Through 12” Trench Detail – Shoulder – City of Citrus Heights
Detail TREN_713CH	4” Through 12” Trench Detail – Pavement – City of Citrus Heights
Detail TREN_721	Service Line Trench Detail – Native
Detail TREN_723CH	Service Line Trench Detail – Pavement – City of Citrus Heights
Detail TREN_782	Sewer/Storm Crossing Detail
Detail TREN_783	Sewer/Storm Parallel Detail
Detail VB_811	Water Main Valve Box – Street/Driveway
Detail WS_102PE	1” Polyethylene Water Service - 1” Water Meter
Detail WS_108PE	1” Polyethylene Water Service
Detail WS_109PE	1” Polyethylene Water Service Saddle Replacement
Detail WS_290	2” Construction Water Service
Detail SWPPP_100	Storm Drain Inlet Protection – Filter Bag Installation
Detail SWPPP_101	Storm Drain Inlet Protection – Curb Inlet Installation
Detail SWPPP_102	Storm Drain Inlet Protection – Sediment Trap
Detail SWPPP_103	Storm Drain Inlet Protection – Area Inlet Installation
Detail SWPPP_110	Temporary Fiber Roll
Detail SWPPP_111	Temporary Cover Stockpile Installation
Detail SWPPP_115	Temporary Silt Fence
Detail SWPPP_120	Temporary Construction Entrance
Detail SWPPP_125	Storm Drain Inlet Protection – Concrete Washout Facility – Sign

**SECTION 01100
CONSTRUCTION DETAILS**

**MAKEUP WATER ALLOWANCES
(GALLONS PER HOUR PER 1000')**

PVC		DIP	
SIZE OF PIPE	LEAKAGE ALLOWANCE	SIZE OF PIPE	LEAKAGE ALLOWANCE
4"	0.36	4"	0.36
6"	0.54	6"	0.54
8"	0.72	8"	0.72
10"	0.89	10"	0.89
12"	1.02	12"	1.07
		14"	1.25
		16"	1.43
		18"	1.61
		24"	2.15

NOTES:

1. THE CONTRACTOR SHALL PRESSURIZE ALL NEW FACILITIES INDEPENDENT OF THE EXISTING SYSTEM. CITRUS HEIGHTS WATER DISTRICT ASSUMES NO LIABILITY FOR THE SAFETY OF CONTRACTOR PERSONNEL.
2. THE CONTRACTOR IS RESPONSIBLE FOR A SUCCESSFUL PRE-TEST OF THE FACILITIES.
3. THE DISTRICT INSPECTOR SHALL WITNESS THE HYDROSTATIC PRESSURE TEST UPON REQUEST OF THE CONTRACTOR.
4. PRESSURE SHALL BE REDUCED TO 60 PSI MAXIMUM AND RAISED TO TEST PRESSURE IN THE PRESENCE OF THE DISTRICT INSPECTOR.
5. HYDROSTATIC TEST PRESSURE SHALL BE 150 PSI. A DROP IN PRESSURE OF GREATER THAN 5 PSI AND/OR EXCEEDING THE MAKEUP WATER ALLOWANCE SHALL VOID THE TEST.
6. THE HYDROSTATIC PRESSURE TEST SHALL BE 2-HOURS IN DURATION.

MAKEUP WATER ALLOWANCE TABLE REFERENCES:
 PVC: ANSI/AWWA C605-05, PG 24, TABLE 2.
 DIP: ANSI/ AWWA C600-05, PG 27, TABLE 5A.



**CITRUS
HEIGHTS
WATER
DISTRICT**

HYDROSTATIC PRESSURE TESTING

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Churchill DATE: 5/8/13
 CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

SCALE: N.T.S.

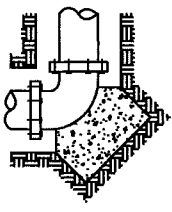
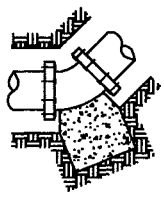
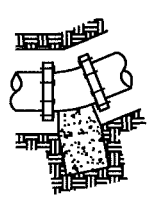
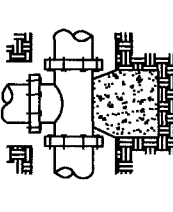

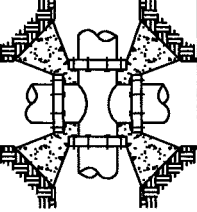
DESIGN: P.A.D.

CAD FILE: HP_001.DWG

PAGE:

HP_001

MINIMUM REQUIRED BEARING AREA - TOTAL SQUARE FEET

TYPE OF FITTING	90° BEND	45° BEND	11 1/4° OR 22 1/2° BEND	TEE OR DEAD END	END OF LINE	CROSS	
TYPICAL INSTALLATION							
SIZE OF PIPE	4"	4	2	1	2	3	4
	6"	4	2	1	3	3	4
	8"	7	4	2	5	5	7
	10"	12	6	3	8	8	12
	12"	16	10	5	12	11	16

NOTES:

1. CONCRETE THRUST BLOCKS SHALL BE CONSTRUCTED OF TYPE II SIX-SACK PORTLAND CEMENT.
2. AREAS GIVEN ARE FOR CL235 DR 18 AWWA C900-07 PVC, CL305 DR 14 AWWA C900-07 PVC, AND PC350 DIP AT TEST PRESSURE OF 150 P.S.I. IN SOIL WITH MINIMUM 2,000 P.S.F. BEARING CAPACITY. INSTALLATIONS USING DIFFERENT PIPE, TEST PRESSURES, AND/OR SOIL TYPES REQUIRE ADJUSTMENT OF BEARING AREAS ACCORDINGLY.
3. CONCRETE THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED SOIL.
4. PIPE, JOINTS, AND BOLTS SHALL BE KEPT CLEAR OF CEMENTITIOUS MATERIALS.
5. TRANSPORTING OR USE OF CONCRETE FOR THRUST BLOCKS IN NON-MIXING TRUCKS OR TRAILERS (BUGGIES) IS NOT PERMITTED.
6. THRUST BLOCKS ARE REQUIRED AT EVERY BEND, TEE, END, AND CROSS ON PIPELINES AND AS DEEMED NECESSARY BY THE DISTRICT INSPECTOR.
7. KEY-IN FROM THE VERTICAL WALL OF TRENCH SHALL BE A MINIMUM OF 8' INTO UNDISTURBED SOIL AND SHALL BE INSPECTED BY CHWD PRIOR TO POURING CONCRETE.
8. CONCRETE THRUST BLOCKS SHALL BE ALLOWED TO CURE FOR A MINIMUM OF 24-HOURS PRIOR TO ANY PRESSURE LOADING OR TRENCH BACKFILLING.



**CITRUS
HEIGHTS
WATER
DISTRICT**

CONCRETE THRUST BLOCK DETAILS

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Chubb
CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013

REVISED:

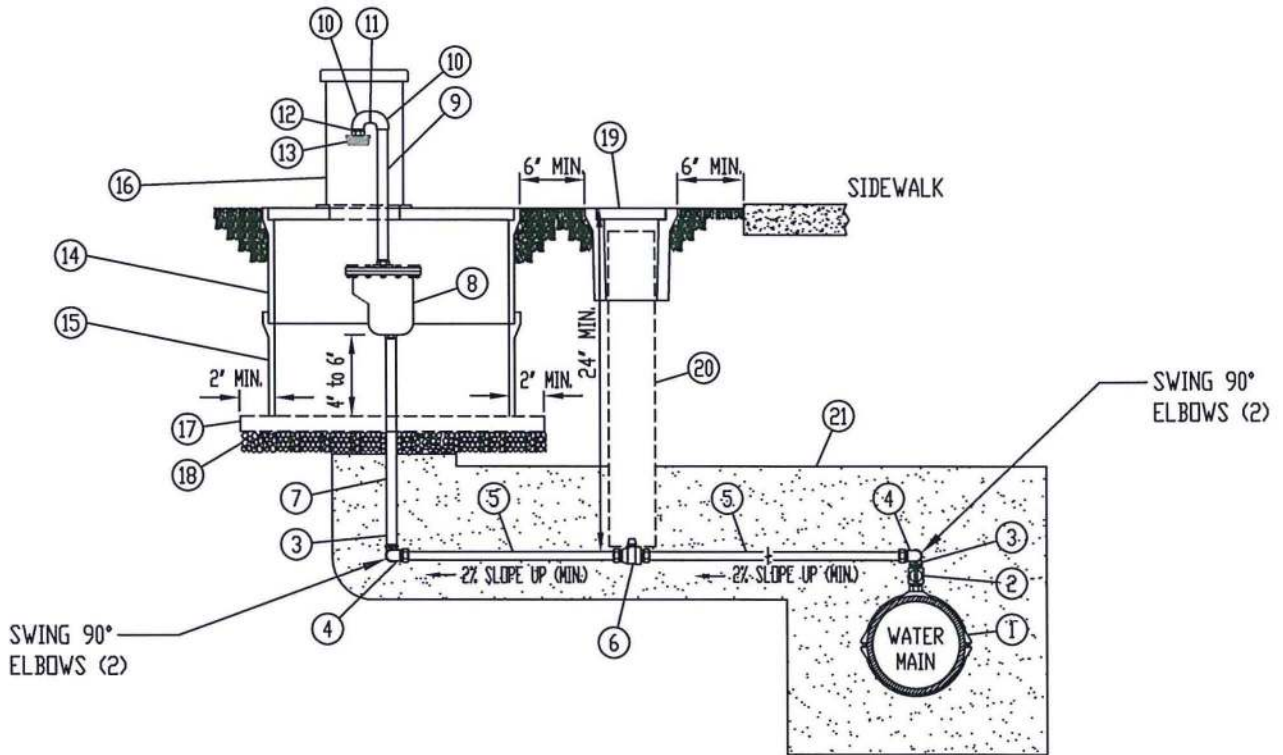
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: TB_001.DWG

PAGE:

TB_001



NOTES:

- AIR/VACUUM VALVE AND 6' RISER SHALL BE PLUMB.
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.

1	1" BRONZE SADDLE - IPT	13	SCREEN - CHRISTY VCI
2	1" CORPORATION STOP - FULL-PORT BALL, MIP x MIP	14	CONCRETE BOX - CHRISTY 1324-H/20
3	1" BRASS ELBOW	15	CONCRETE BOX EXTENSION - CHRISTY B1324x12
4	1" BRASS STREET ELBOW - CTS COMP x MIP	16	LID AND HOUSING - PLACER WATERWORKS PW/AE118-M DR EQUAL
5	1" COPPER TUBING - TYPE K HARD	17	2' x 6' PRESSURE TREATED DOUGLAS FIR SUPPORTS (2)
6	1" VALVE - FULL-PORT BALL, CTS COMP x CTS COMP	18	3/4" CLEAN CRUSHED ROCK
7	1" BRASS NIPPLE - LENGTH AS NEEDED	19	CONCRETE VALVE BOX/LID - MARKED "WATER", CHRISTY F-8
8	1" AIR/VACUUM VALVE - CRISPIN UL-10 DR EQUAL	20	6' RISER - SDR35 ONLY, CONTINUOUS SECTION
9	1" SCH 80 PVC PIPE - MIP x SLIP	21	#2 WASHED SAND - COMPACTED TO 90%
10	1" SCH 80 PVC ELBOW - SLIP x SLIP		
11	1" x 2" SCH 80 NIPPLE - SLIP x SLIP		
12	1" x 2" SCH 80 NIPPLE - SLIP x MIP		



**CITRUS
HEIGHTS
WATER
DISTRICT**

1" AIR/VACUUM VALVE - BELOW GROUND

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Churchill* DATE: **23 AUG 2016**
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

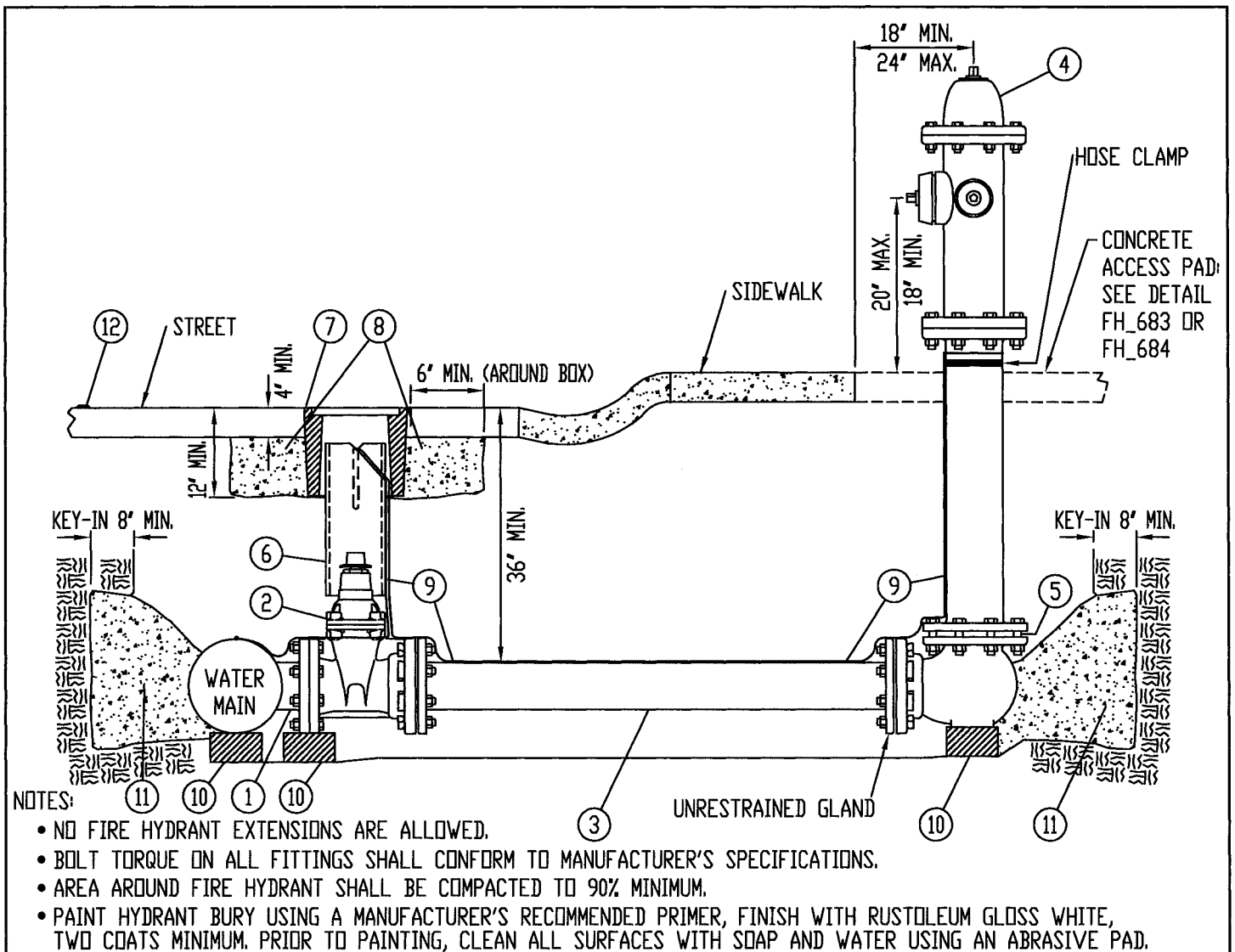
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: AV_412.DWG

PAGE:

AV_412



NOTES:

- NO FIRE HYDRANT EXTENSIONS ARE ALLOWED.
- BOLT TORQUE ON ALL FITTINGS SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS.
- AREA AROUND FIRE HYDRANT SHALL BE COMPACTED TO 90% MINIMUM.
- PAINT HYDRANT BURY USING A MANUFACTURER'S RECOMMENDED PRIMER, FINISH WITH RUSTOLEUM GLOSS WHITE, TWO COATS MINIMUM. PRIOR TO PAINTING, CLEAN ALL SURFACES WITH SOAP AND WATER USING AN ABRASIVE PAD.

1	TEE - DUCTILE IRON - FLANGED OUTLET	7	VALVE BOX/LID - MARKED "WATER", OLDCASTLE PRECAST NO. G04 BOX, G04C LID
2	6" GATE VALVE - RESILIENT WEDGE - FLANGED TO TEE x MECHANICAL JOINT	8	CONCRETE ENCASMENT AROUND VALVE BOX - TYPE II SIX-SACK PORTLAND CEMENT - SEE DETAIL VB_811
3	6" DUCTILE IRON PIPE - PC350	9	#10 INSULATED COPPER LOCATOR WIRE
4	STEAMER FIRE HYDRANT - MUELLER A-423 OR AMERICAN DARLING B84B - MINIMUM 48' BURY, MECHANICAL JOINT INLET, SHALL BE FACTORY WHITE.	10	CONCRETE BRICK - 2 1/4" x 3 3/4" x 7 1/2"
5	BRASS PLUGS SHALL BE INSTALLED IN DRAIN HOLES IN SHOE.	11	CONCRETE THRUST BLOCK - SEE DETAIL TB_001
6	8" RISER - SDR35 ONLY, CONTINUOUS SECTION	12	BLUE REFLECTIVE MARKER - INSTALLED PER SACRAMENTO METROPOLITAN FIRE DISTRICT SPECIFICATIONS



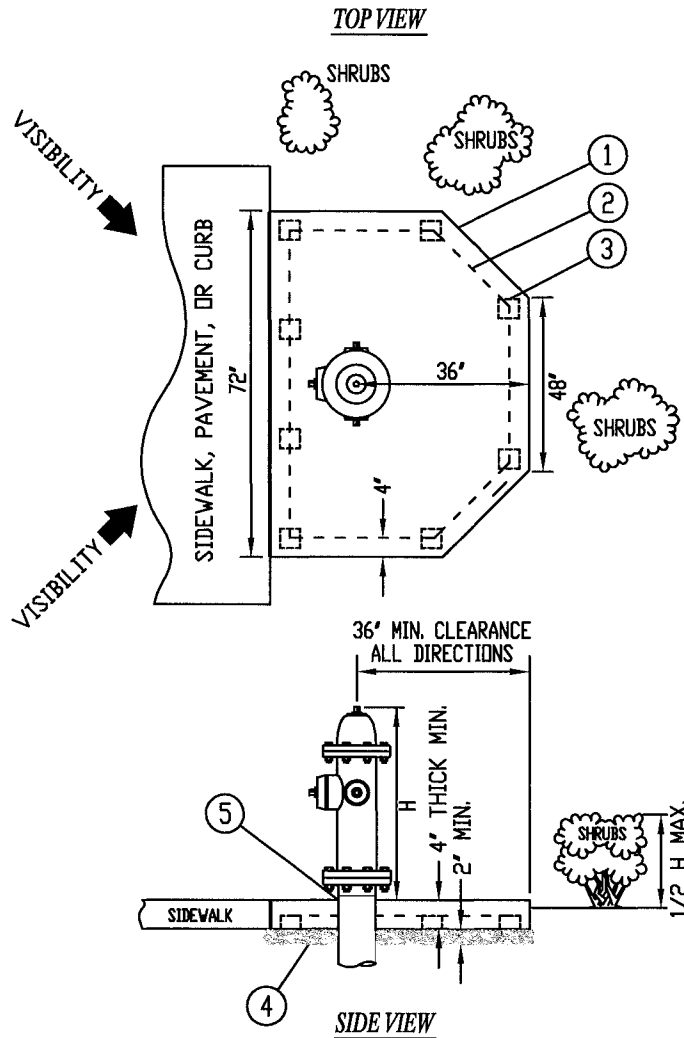
FIRE HYDRANT - 6" CONNECTION (STREET SIDE)

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Churchill* DATE: *5/8/13*
 CITRUS HEIGHTS WATER DISTRICT

DETAIL FOR CONSTRUCTION IN:
SACRAMENTO METRO FIRE DISTRICT

DRAWN: 8 MAY 2013
 REVISED:
 SCALE: N.T.S.
 DESIGN: P.A.D.
 CAD FILE: FH_612.DWG
 PAGE: **FH_612**



NOTES:

- CONCRETE PAD TO BE POURED INDEPENDENT OF OTHER CONCRETE WORK.
- CONTACT CITRUS HEIGHTS WATER DISTRICT FOR REBAR INSPECTION PRIOR TO POURING CONCRETE. (916) 725-6873
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.
- REINFORCED CONCRETE PAD SHALL BE FINISHED WITH AN EDGING TOOL AROUND THE ENTIRE PERIMETER AND BROOMED AT RIGHT ANGLES TO THE DIRECTION OF TRAVEL.
- PAINT FIRE HYDRANT USING A RUSTOLEUM RECOMMENDED PRIMER, FINISH WITH RUSTOLEUM GLOSS WHITE, TWO COATS MINIMUM. PRIOR TO PAINTING, CLEAN ALL SURFACES WITH SOAP AND WATER USING AN ABRASIVE PAD.

1	REINFORCED CONCRETE PAD - TYPE II SIX-SACK PORTLAND CEMENT	4	3/4" CLASS 2 AGGREGATE BASE - 2" MINIMUM, MECHANICALLY COMPACTED TO 90%
2	3/8" (#3) REBAR - 2" INSIDE PERIMETER		
3	CONCRETE DOBIE w/ WIRE	5	ASPHALT SATURATED ORGANIC FELT (ROOFING PAPER) - ASTM 30, 2 LAYERS AROUND FIRE HYDRANT



**CITRUS
HEIGHTS
WATER
DISTRICT**

FIRE HYDRANT ACCESS PAD

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chumbley DATE: 5/8/13
 CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

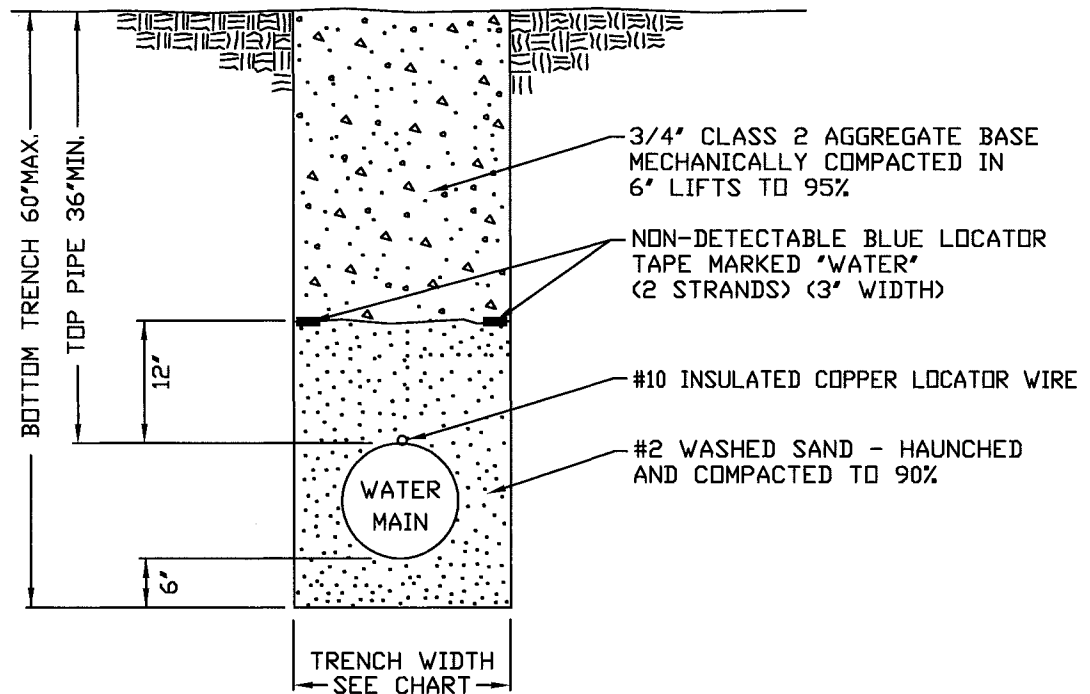
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: FH_683.DWG

PAGE:

FH_683



MAIN DIAMETER	MINIMUM TRENCH WIDTH
4"	18'
6"	24'
8"	24'
10"	30'
12"	30'

4" THROUGH 12" TRENCH DETAIL - SHOULDER

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

APPROVED BY:

Robert A. Chumbe

DATE: 5/8/13

SCALE: N.T.S.

DESIGN: P.A.D.

CITRUS HEIGHTS WATER DISTRICT

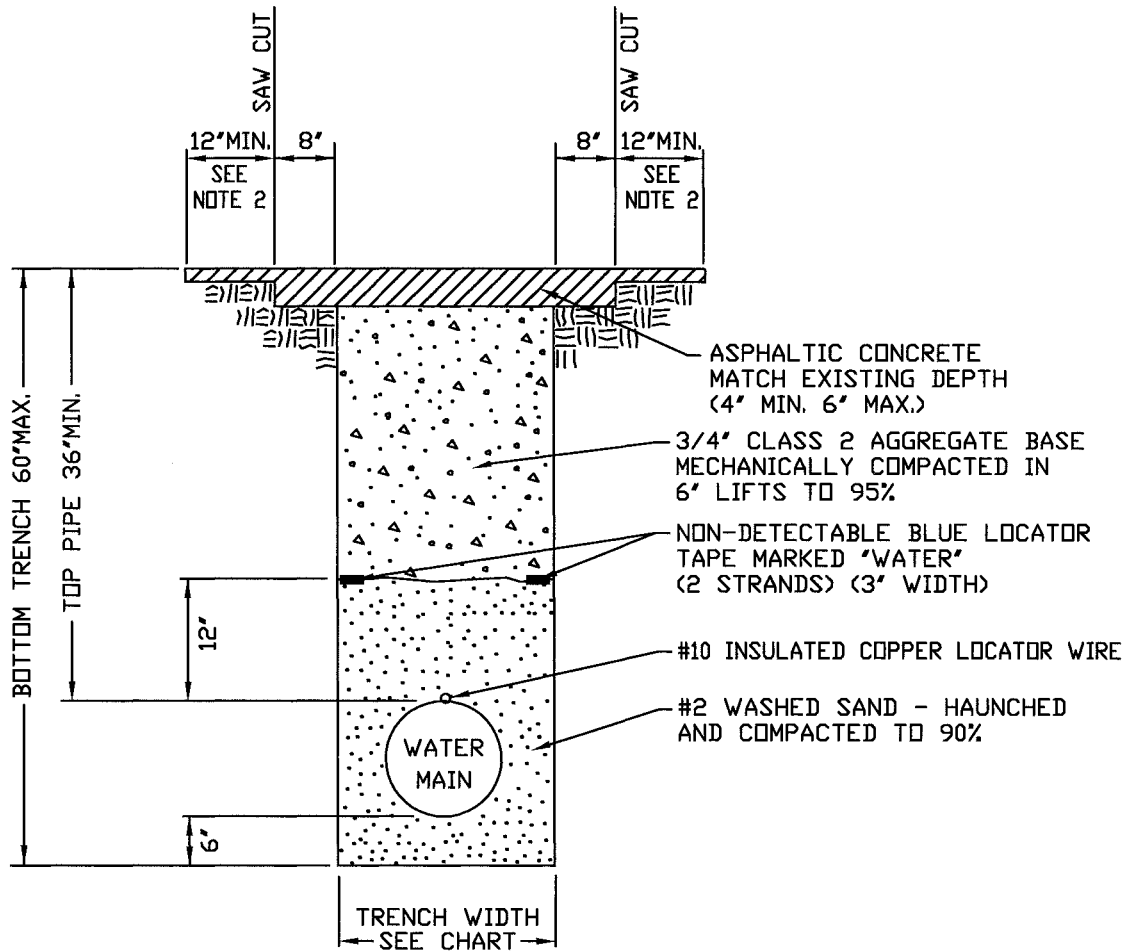
CAD FILE: TREN_712.DWG

PAGE:

TREN_712



CITRUS
HEIGHTS
WATER
DISTRICT



NOTES:

1. NO PAVEMENT CUTS OR TRENCHES ARE ALLOWED IN PAVEMENT LESS THAN THREE YEARS OLD, UNLESS APPROVED BY THE CITY OF CITRUS HEIGHTS.
2. 1 1/2" DEEP GRINDING AND PAVING. GRIND TO LIP OF GUTTER, LANE LINE, OR CENTER OF TRAFFIC LANE, BUT 12" MINIMUM WIDTH.
3. SEAL COAT TREATMENT SHALL BE APPLIED AT LOCATIONS SPECIFIED, AS SHOWN ON THE PLANS OR AS DIRECTED BY THE CITY OF CITRUS HEIGHTS.

MAIN DIAMETER	MINIMUM TRENCH WIDTH
4"	18"
6"	24"
8"	24"
10"	30"
12"	30"



**CITRUS
HEIGHTS
WATER
DISTRICT**

4" THROUGH 12" TRENCH DETAIL - PAVEMENT

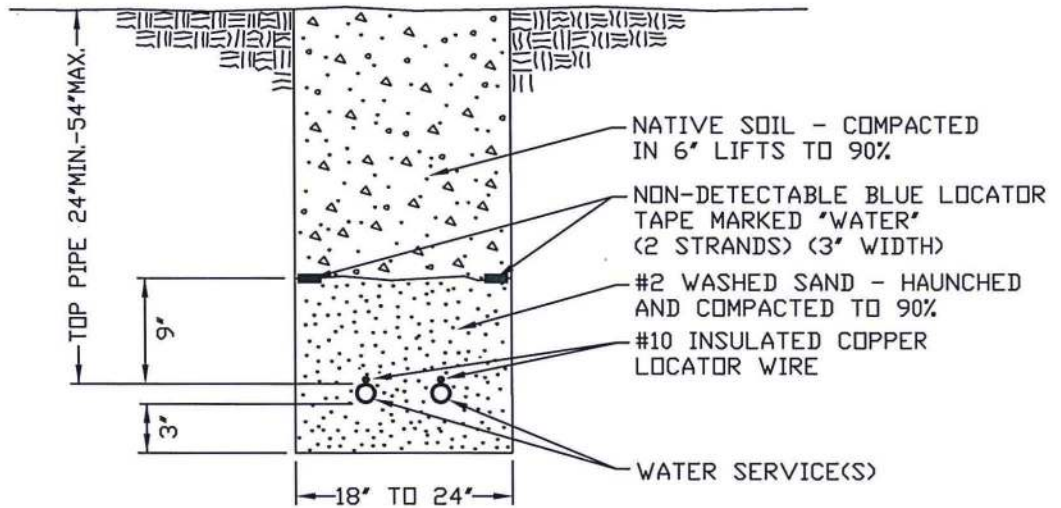
CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chumblee DATE: 5/8/13
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013
REVISED:
SCALE: N.T.S.
DESIGN: P.A.D.
CAD FILE: TREN_713CH.DWG

FOR CONSTRUCTION IN THE CITY OF CITRUS HEIGHTS

PAGE:
TREN_713CH



SERVICE LINE TRENCH DETAIL - NATIVE

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 19 APRIL 2017

REVISED:

APPROVED BY:

Melissa Pieri

DATE:

4/19/17

CITRUS HEIGHTS WATER DISTRICT

SCALE: N.T.S.

DESIGN: P.A.D.

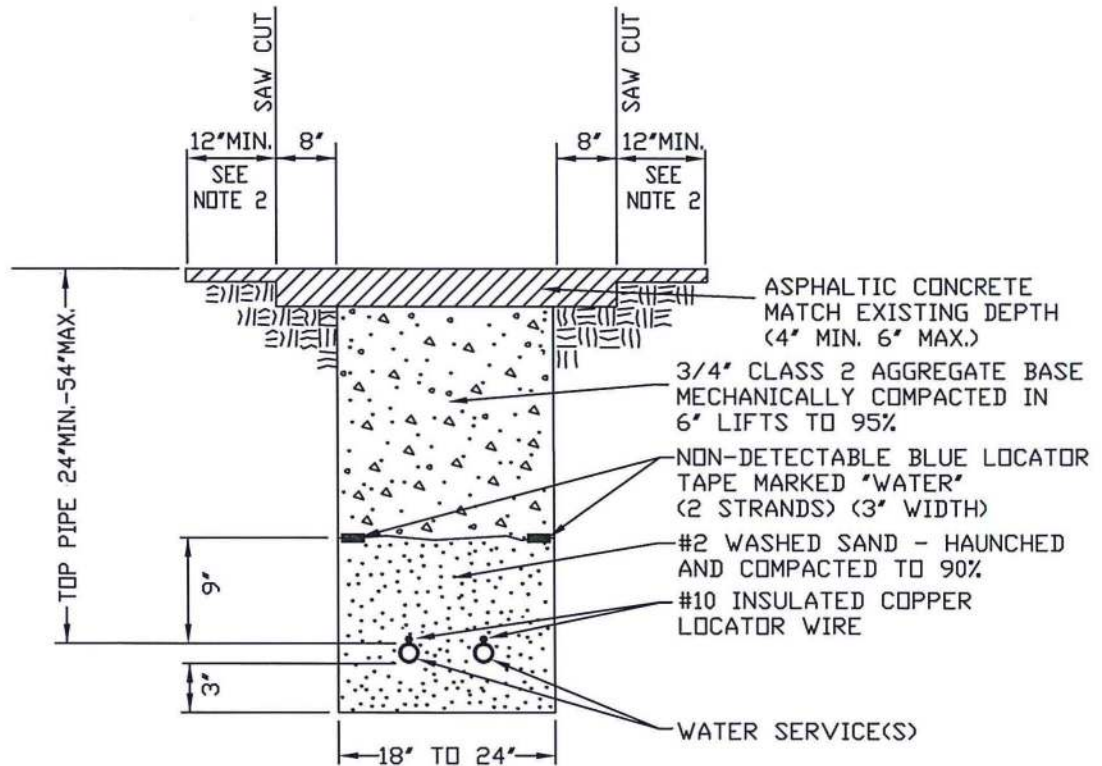
CAD FILE: TREN_721.DWG

PAGE:

TREN_721



**CITRUS
 HEIGHTS
 WATER
 DISTRICT**



NOTES:

1. NO PAVEMENT CUTS OR TRENCHES ARE ALLOWED IN PAVEMENT LESS THAN THREE YEARS OLD, UNLESS APPROVED BY THE CITY OF CITRUS HEIGHTS.
2. 1 1/2" DEEP GRINDING AND PAVING. GRIND TO LIP OF GUTTER, LANE LINE, OR CENTER OF TRAFFIC LANE, BUT 12" MINIMUM WIDTH.
3. SLURRY SEAL COAT TREATMENT SHALL BE APPLIED AT LOCATIONS SPECIFIED, AS SHOWN ON THE PLANS OR AS DIRECTED BY THE CITY OF CITRUS HEIGHTS.



SERVICE LINE TRENCH DETAIL - PAVEMENT

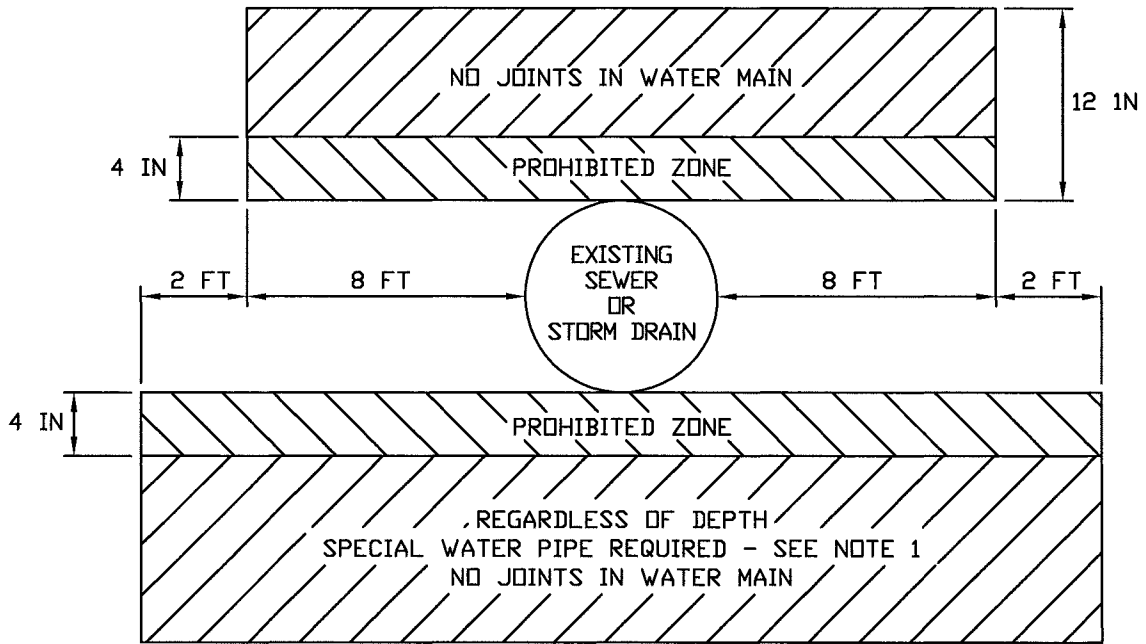
CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Melina Pieri
CITRUS HEIGHTS WATER DISTRICT

DATE: 4/19/17

FOR CONSTRUCTION IN THE CITY OF CITRUS HEIGHTS

DRAWN: 19 APRIL 2017
REVISED:
SCALE: N.T.S.
DESIGN: P.A.D.
CAD FILE: TREN_723CH.DWG
PAGE: TREN_723CH



NOTE:

1. AN 18 FOOT LENGTH OF PC350 DUCTILE IRON PIPE (DIP) OR A 20 FOOT LENGTH OF CL305 OR 14 AWWA C900-07 POLYVINYLCHLORIDE (PVC) WATER MAIN TO BE CENTERED BELOW SEWER OR STORM DRAIN CROSSINGS.



**CITRUS
HEIGHTS
WATER
DISTRICT**

SEWER/STORM CROSSING DETAIL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumley

CITRUS HEIGHTS WATER DISTRICT

DATE: *5/8/13*

DRAWN: 8 MAY 2013

REVISED:

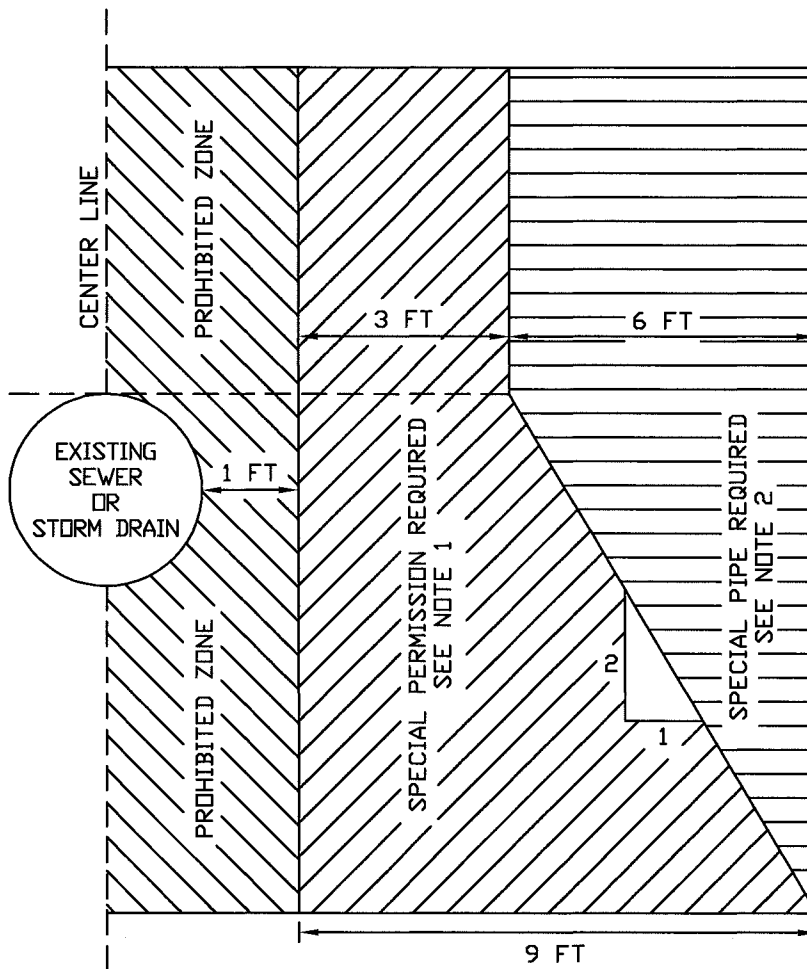
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: TREN_782.DWG

PAGE:

TREN_782



NOTES:

1. NO WATER MAINS PARALLEL TO SEWERS OR STORM DRAINS SHALL BE CONSTRUCTED IN THIS ZONE WITHOUT PRIOR WRITTEN APPROVAL FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH.
2. WATER MAINS IN THIS ZONE SHALL BE CONSTRUCTED OF PC350 DUCTILE IRON PIPE (DIP) OR CL305 OR 14 AWWA C900-07 POLYVINYLCHLORIDE (PVC).



**CITRUS
HEIGHTS
WATER
DISTRICT**

SEWER/STORM PARALLEL DETAIL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013

REVISED:

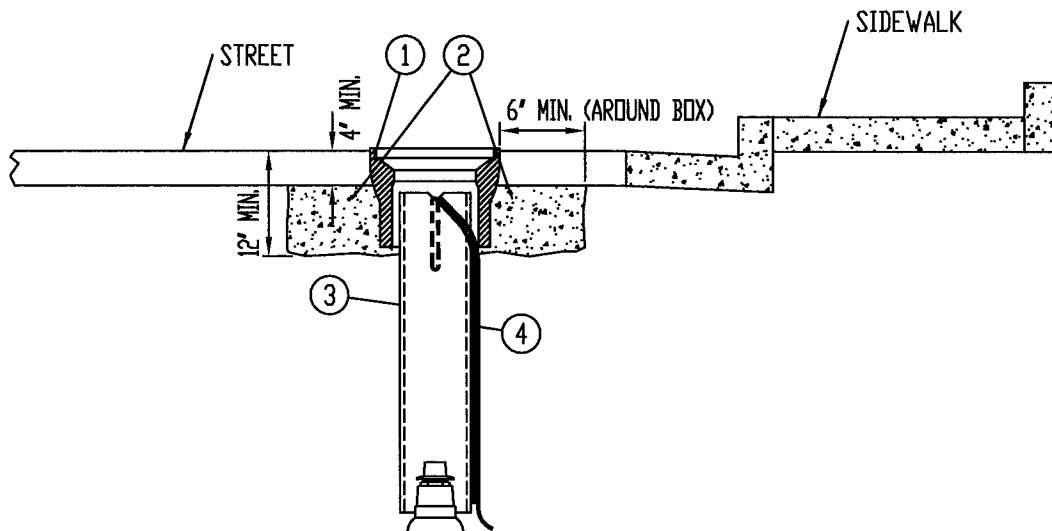
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: TREN_783.DWG

PAGE:

TREN_783



NOTES:

- RISER SHALL BE PLUMB.
- VALVE OPERATING NUT SHALL BE CENTERED IN THE RISER AND FULLY ACCESSIBLE.
- MATERIAL BELOW CONCRETE ENCASEMENT SHALL BE COMPACTED TO 95% MINIMUM.
- CONCRETE ENCASEMENT SHALL BE ALLOWED TO CURE 24 HOURS MINIMUM PRIOR TO FINISH PAVING.
- TRIANGULAR LID SHALL POINT IN THE DIRECTION OF THE MAIN WHICH IS ISOLATED BY THE VALVE.

1	VALVE BOX/LID - MARKED "WATER", DLDCASTLE PRECAST NO. G04 BOX, G04C LID
2	CONCRETE ENCASEMENT AROUND VALVE BOX - TYPE II SIX-SACK PORTLAND CEMENT
3	8' RISER - SDR35 ONLY, CONTINUOUS SECTION
4	#10 INSULATED COPPER LOCATOR WIRE



**CITRUS
HEIGHTS
WATER
DISTRICT**

WATER MAIN VALVE BOX - STREET/DRIVEWAY

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE: 5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

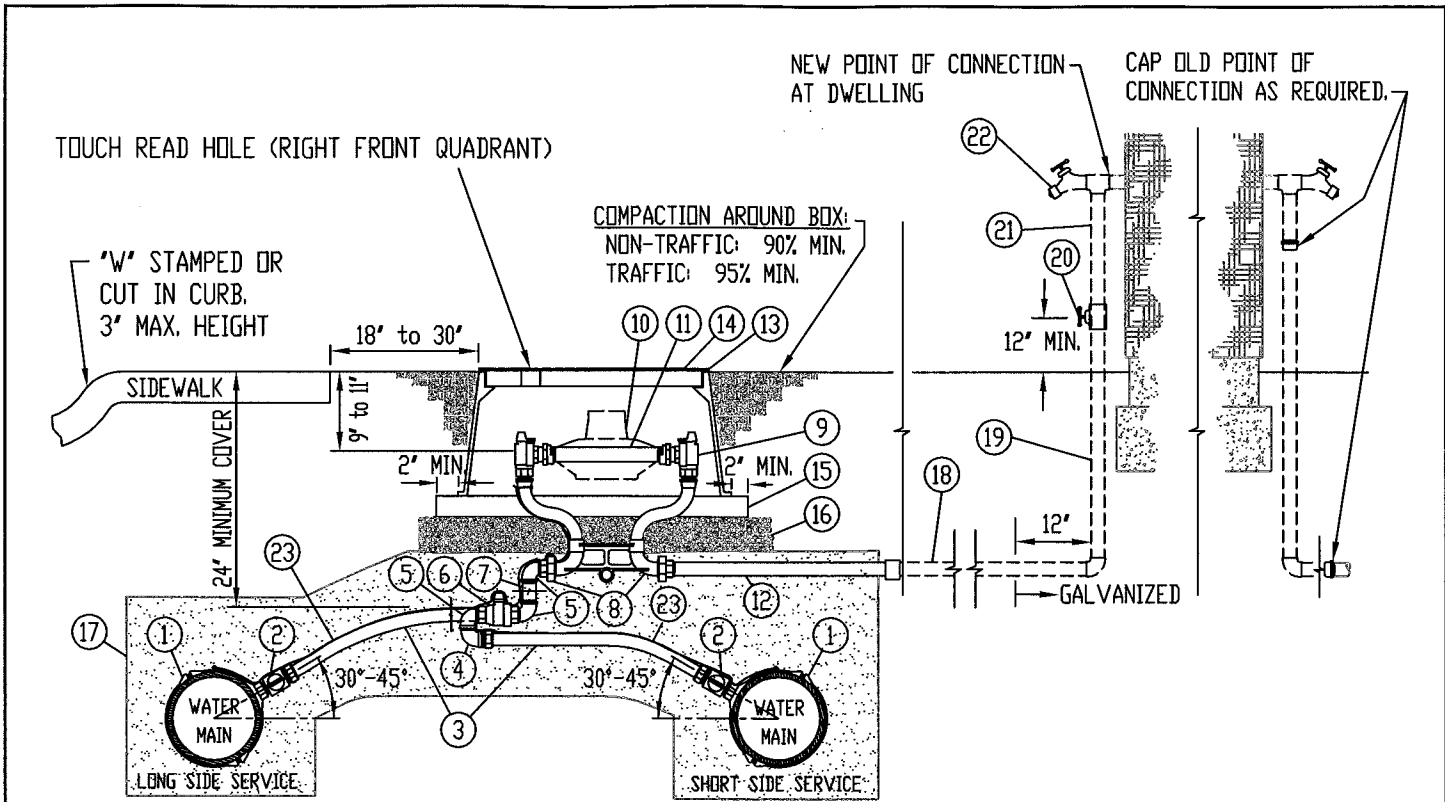
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: VB_811.DWG

PAGE:

VB_811



CARSON 1220-4B 'T' TYPE LID:

SHALL INCLUDE STRAIGHT TYPE HEXAGON LOCK-DOWN BOLT (1) AND TOUCH READ HOLE. SHALL BE MARKED "WATER"

CHRISTY FL30T RECESSED LID:

SHALL INCLUDE STRAIGHT TYPE PENTAHEAD LOCK-DOWN BOLTS (2) AND TOUCH READ HOLE. SHALL BE MARKED "WATER"

METER YOKE:

FORD, JONES, MUELLER, McDONALD

1	1' BRONZE SADDLE - IPT	10	1' WATER METER (BY DISTRICT)
2	1' CORPORATION STOP - FULL-PORT BALL, MIP x CTS COMP w/ STAINLESS STEEL INSERT (1' CTS INSERT-52)	11	PVC METER IDLER - 1 1/4" x 10 3/4", SCH 80 (BY CONTRACTOR)
		12	1' x 18" PVC NIPPLE - SCH 80 (BRASS IF BACKFLOW)
3	1' POLYETHELENE TUBING - CTS ENDOPORE PE-4710 SODR 9 (250 PSI) OR EQUAL		NON-Traffic AREAS
			Traffic AREAS
4	1' BRASS STREET ELBOW - CTS COMP x MIP w/ STAINLESS STEEL INSERT (1' CTS INSERT-52)	13	METER BOX
			CARSON 1220-12
5	1' BRASS STREET ELBOW	14	LID
			CARSON 1220-4B
6	1' VALVE - FULL-PORT BALL, FIP x FIP or CTS COMP x FIP w/ STAINLESS STEEL INSERT (1' CTS INSERT-52)	15	2' x 6' PRESSURE TREATED DOUGLAS FIR SUPPORTS (2)
		16	3/4" CLEAN CRUSHED ROCK
7	1' BRASS NIPPLE (AS NECESSARY TO ADJUST TO PROPER GRADE)	17	#2 WASHED SAND COMPACTED TO 90%
		18	1 1/4" PVC SCH 40 w/ SCH 80 FITTINGS
8	1' DUAL PURPOSE CONNECTION	19	1 1/4" GALVANIZED PIPE
		20	1 1/4" GATE VALVE
9	1' COPPER/BRASS METER YOKE - 12" HEIGHT w/2 FULL PORT ANGLE BALL VALVES INCLUDING PADLOCK WINGS ON INLET AND OUTLET	21	GALVANIZED PIPE AND FITTINGS - SIZE TO MATCH EXISTING
		22	HOSE BIB - SIZE TO MATCH EXISTING
		23	#10 INSULATED COPPER LOCATING WIRE



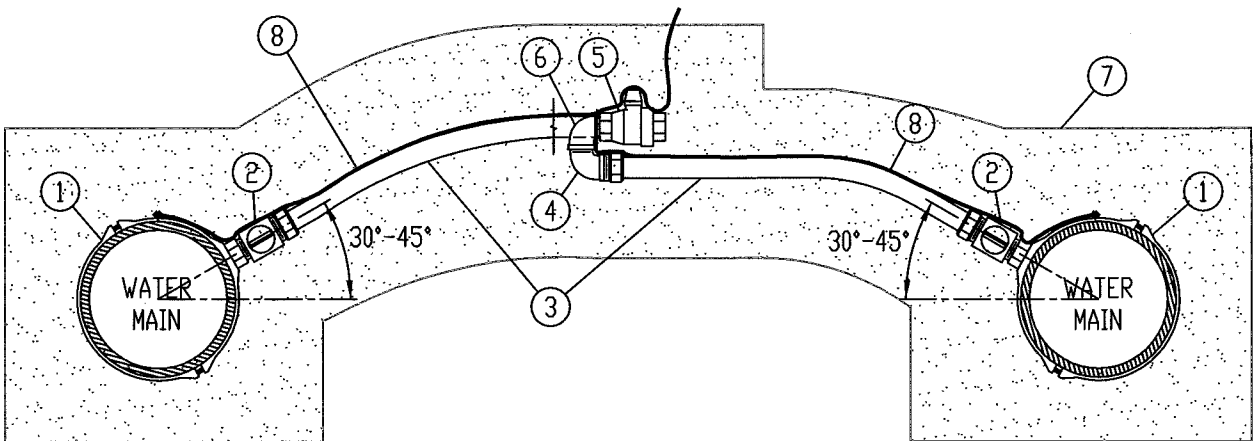
CITRUS HEIGHTS WATER DISTRICT

1" POLYETHYLENE WATER SERVICE - 1" WATER METER INCLUDING SERVICE LINE TO DWELLING

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Chamberlain* DATE: *9/25/14*
CITRUS HEIGHTS WATER DISTRICT

DRAWN:	25 SEP 2014
REVISED:	
SCALE:	N.T.S.
DESIGN:	P.A.D.
CAD FILE:	WS_102PE.DWG
PAGE:	WS_102PE



1	1" BRONZE SADDLE - IPT	5	1" VALVE - FULL-PORT BALL, FIP x FIP or CTS x FIP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52)
2	1" CORPORATION STOP - FULL-PORT BALL, MIP x CTS COMP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52)	6	1" BRASS STREET ELBOW
3	1" POLYETHYLENE TUBING - CTS ENDOPORE PE-4710 SODR 9 (250 PSI) OR EQUAL	7	#2 WASHED SAND COMPACTED TO 90%
4	1" BRASS STREET ELBOW - CTS COMP x MIP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52)	8	#10 INSULATED COPPER LOCATOR WIRE (INSTALL INTO EXISTING METER BOX)



**CITRUS
HEIGHTS
WATER
DISTRICT**

1" POLYETHYLENE WATER SERVICE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chubb

DATE:

9/25/14

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 25 SEP 2014

REVISED:

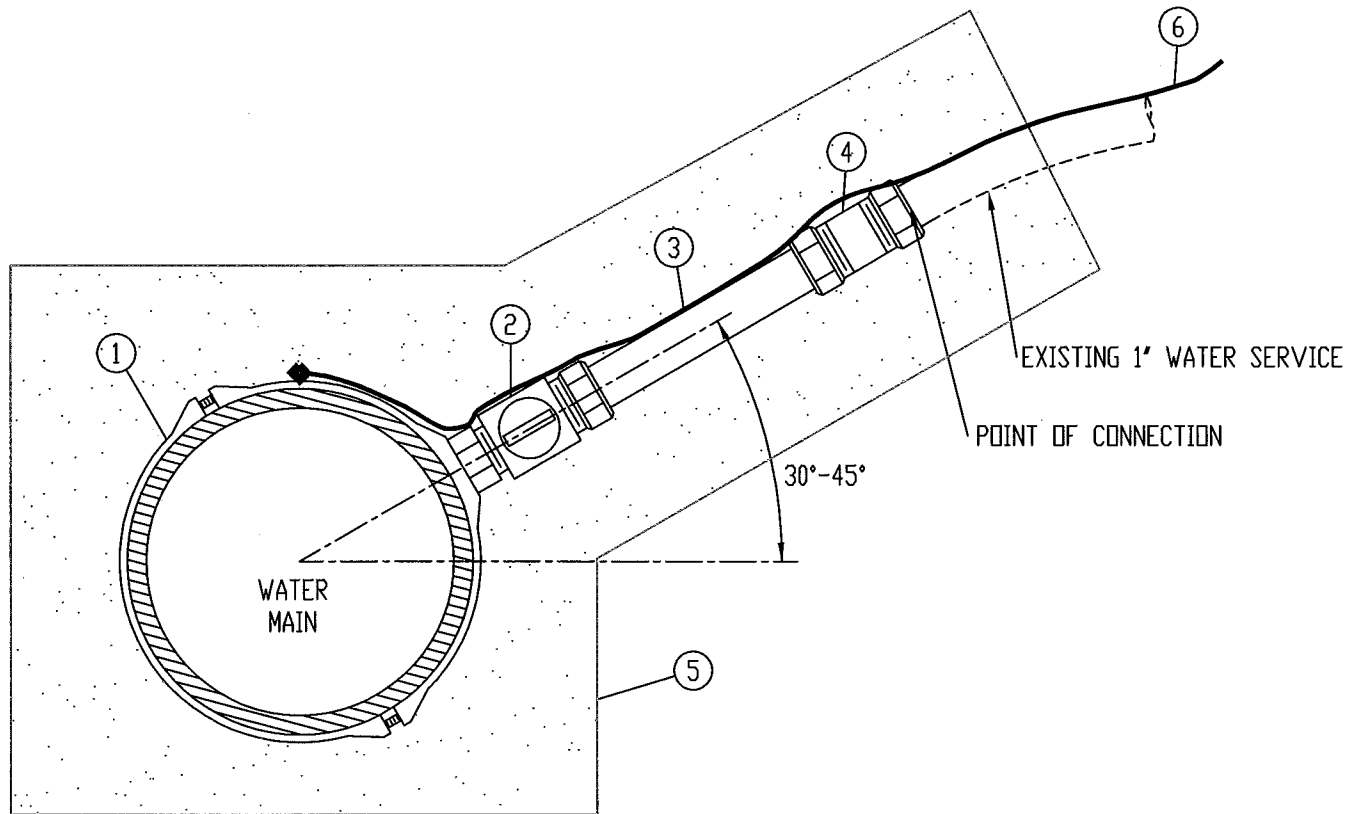
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: WS_108PE.DWG

PAGE:

WS_108PE



1	1' BRONZE SADDLE - IPT	4	1' BRASS COUPLING AS REQUIRED TO CONNECT TO EXISTING 1' WATER SERVICE w/ STAINLESS STEEL INSERT (1' CTS INSERT-52)
2	1' CORPORATION STOP - FULL-PORT BALL, MIP xCTS COMP w/ STAINLESS STEEL INSERT (1' CTS INSERT-52)	5	#2 WASHED SAND COMPACTED TO 90%
3	1' POLYETHYLENE TUBING - CTS ENDOPORE PE-4710 SODR 9 (250 PSI) OR EQUAL	6	#10 INSULATED COPPER LOCATOR WIRE



**CITRUS
HEIGHTS
WATER
DISTRICT**

1" POLYETHYLENE WATER SERVICE SADDLE REPLACEMENT

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE: 9/25/14

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 25 SEP 2014

REVISED:

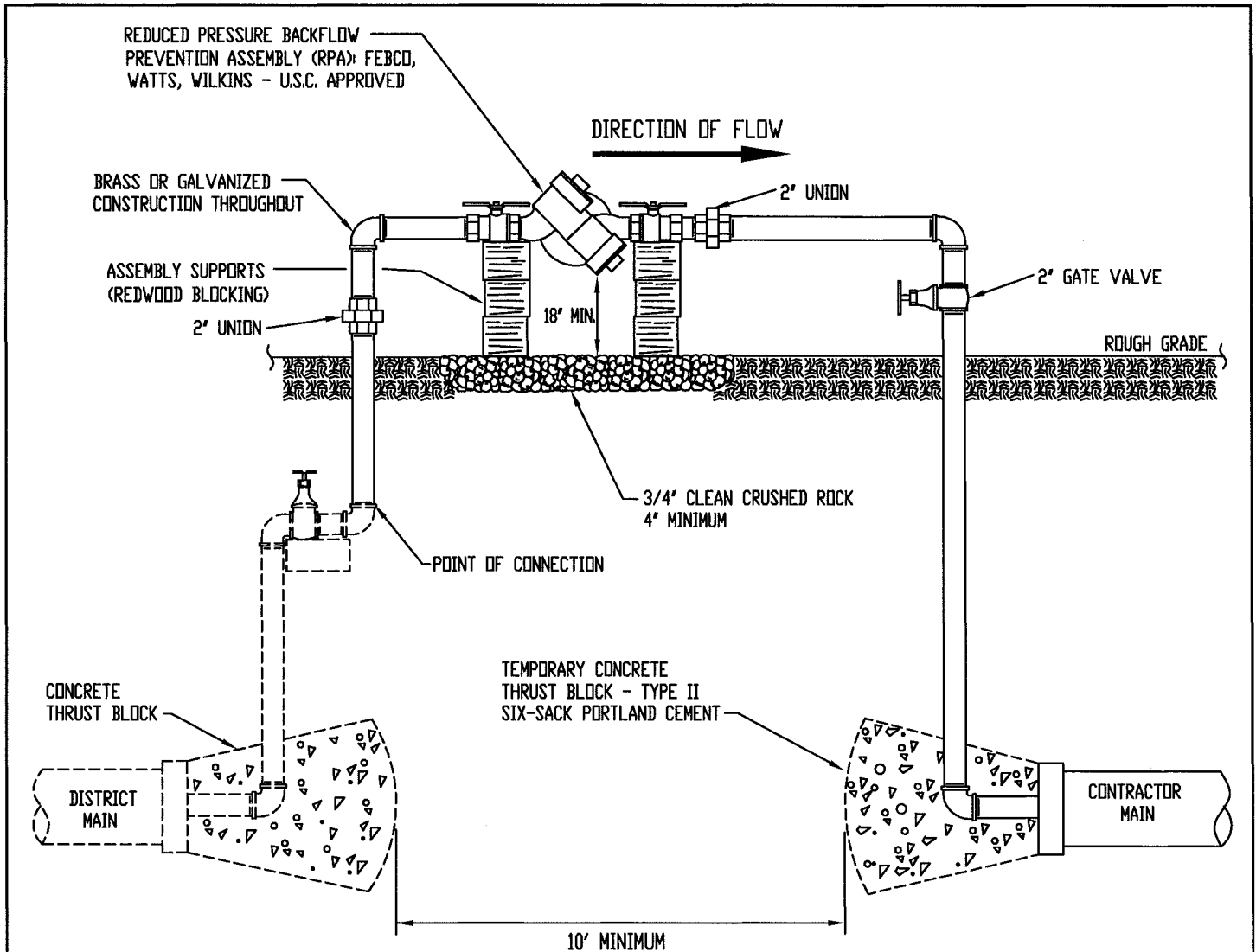
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: WS_109PE.DWG

PAGE:

WS_109PE



NOTES:

1. WATER SHALL ONLY BE DRAWN INTO THE CONTRACTOR'S MAIN THROUGH A DISTRICT-APPROVED RPA TYPE BACKFLOW PREVENTION ASSEMBLY. PRIOR TO CONNECTION TO THE DISTRICT WATER MAIN, THE ASSEMBLY MUST BE TESTED BY A SACRAMENTO COUNTY CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER AND WRITTEN TEST RESULTS PROVIDED TO THE DISTRICT.
2. FINAL COMPONENTS NECESSARY FOR THE TIE-IN SHALL BE PRE-CHLORINATED AND FLUSHED IN THE PRESENCE OF A DISTRICT INSPECTOR.
3. ABOVE-GROUND CONSTRUCTION WATER SERVICE SHALL BE SAFE-GUARDED WITH BARRICADES.
4. THE CONTRACTOR MAY CONNECT TO A DISTRICT FIRE HYDRANT INSTEAD OF A DISTRICT WATER MAIN AT THE SOLE DISCRETION OF THE INSPECTOR.



**CITRUS
HEIGHTS
WATER
DISTRICT**

2" CONSTRUCTION WATER SERVICE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Churchill

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

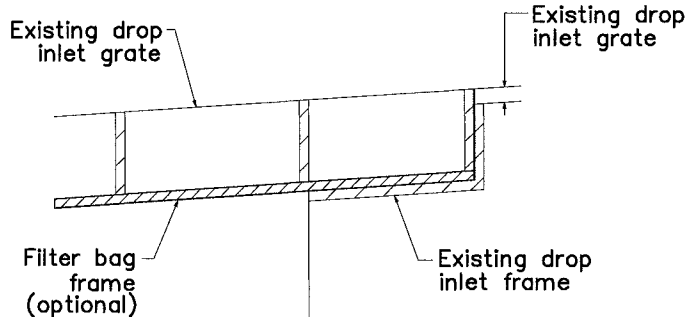
SCALE: N.T.S.

DESIGN: P.A.D.

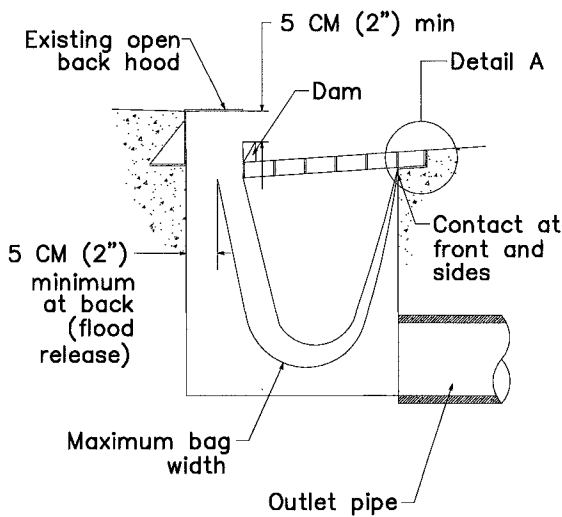
CAD FILE: WS_221.DWG

PAGE:

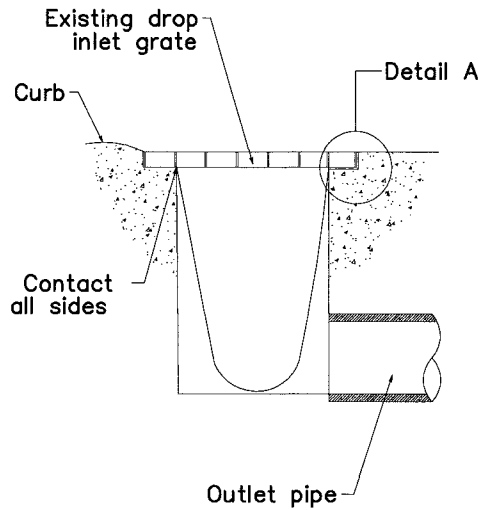
WS_290



DETAIL A



PLACEMENT AT CURB INLETS



PLACEMENT AT AREA INLETS



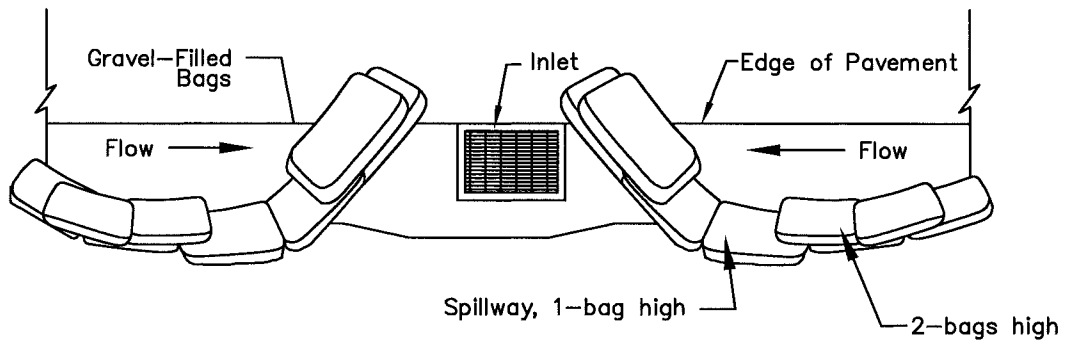
**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
FILTER BAG INSTALLATION**

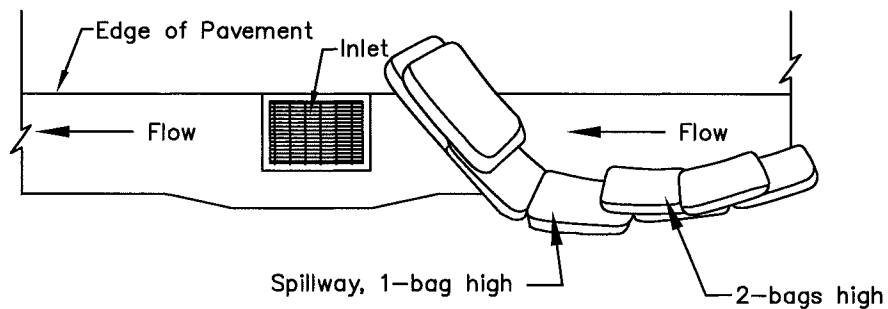
CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chubino DATE: 5/8/13
CITRUS HEIGHTS WATER DISTRICT

DRAWN:	8 MAY 2013
REVISED:	NONE
SCALE:	N.T.S.
DESIGN:	P.A.D.
CAD FILE:	SWPPP_100.DWG
PAGE:	SWPPP_100



TYPICAL PROTECTION FOR INLET ON SUMP



TYPICAL PROTECTION FOR INLET ON GRADE

NOTES:

1. Intended for short-term use.
2. Use to inhibit non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed
5. Not applicable without filter fabric in areas with high silts and clays.



**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
CURB INLET INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Chumblee

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

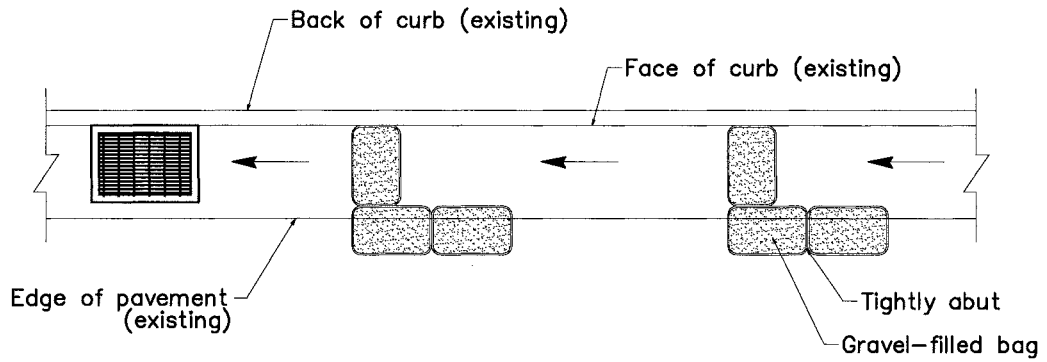
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: SWPPP_101.DWG

PAGE:

SWPPP_101



EXISTING CURB DRAIN SEDIMENT TRAP



**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
SEDIMENT TRAP**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumbe

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

SCALE: N.T.S.

DESIGN: P.A.D.

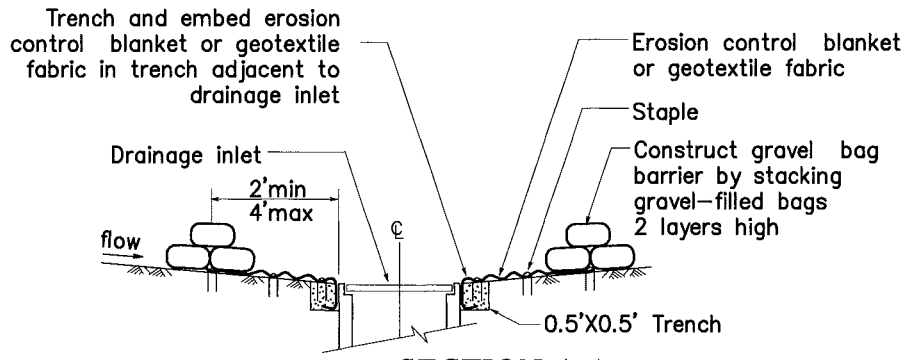
CAD FILE: SWPPP_102.DWG

PAGE:

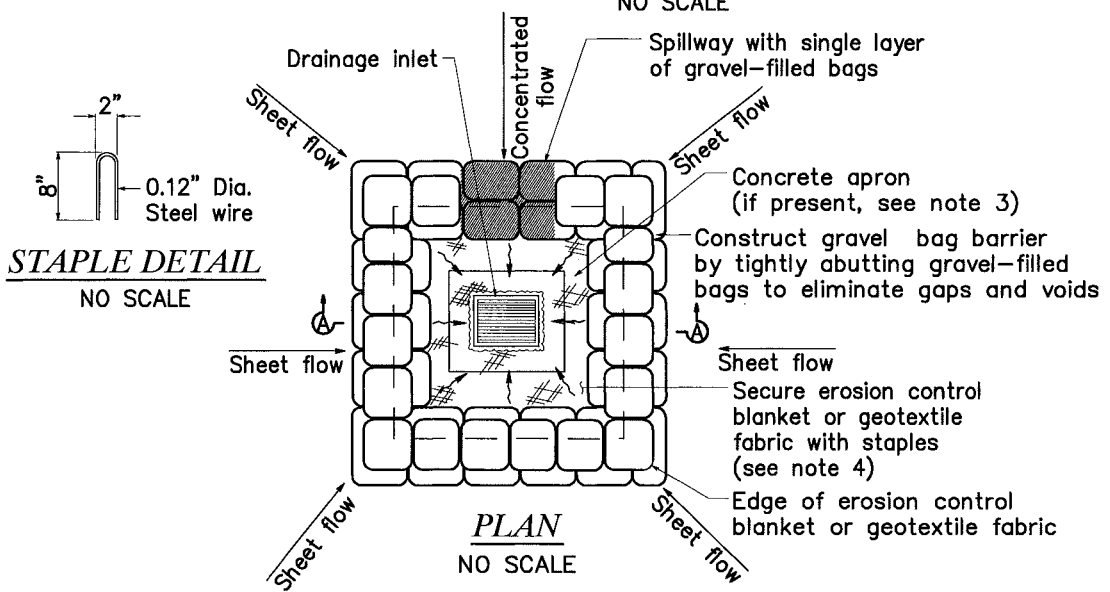
SWPPP_102

NOTES:

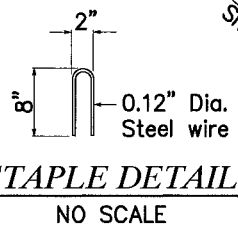
1. Dimensions may vary to fit field conditions.
2. Install a minimum of 3 gravel bag barriers upstream of each drainage inlet to be protected.
3. Position erosion control blanket or geotextile fabric at edge of concrete apron and secure in trench.
4. Erosion control blanket/geotextile fabric is not required if the area adjacent to the drainage inlet is vegetated or paved.



SECTION A-A
NO SCALE



PLAN
NO SCALE



STAPLE DETAIL
NO SCALE

**STORM DRAIN INLET PROTECTION
AREA INLET INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Churchill*
CITRUS HEIGHTS WATER DISTRICT

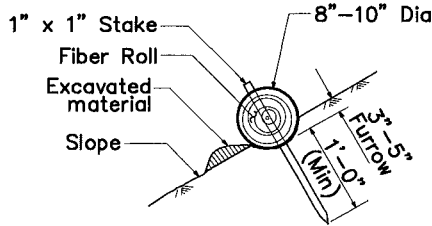
DATE: 5/8/13

DRAWN: 8 MAY 2013
REVISED: NONE
SCALE: N.T.S.
DESIGN: P.A.D.
CAD FILE: SWPPP_103.DWG
PAGE: SWPPP_103

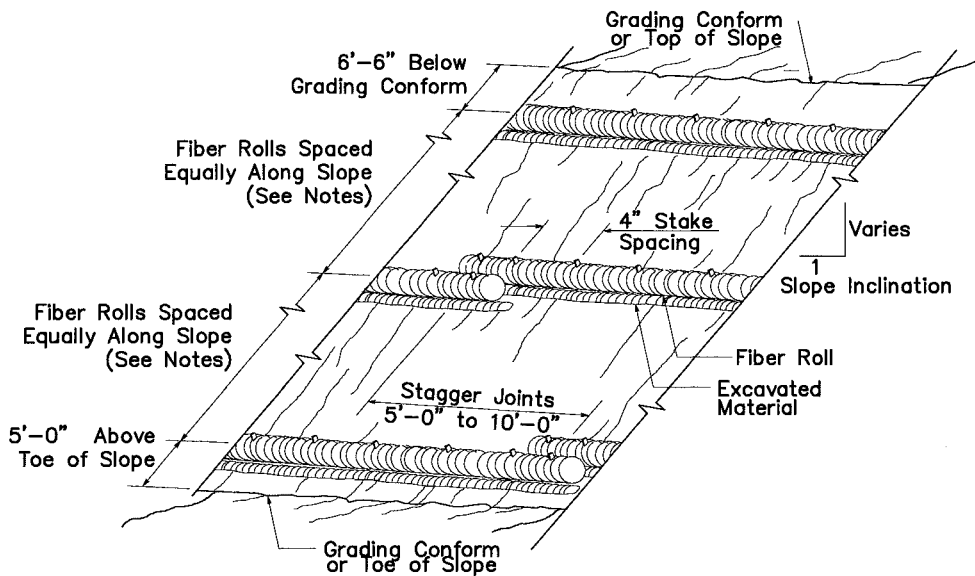


NOTES:

1. Prepare the slope before the wattling procedure is started.
2. Dig small trenches across the slope on contour, to place rolls. The trench should be deep enough to accommodate half the thickness of the roll, when the soil is loose and uncompacted, the trench should be deep enough to bury the roll 2/3 of its thickness because the ground will settle.
3. Install rolls perpendicular to water movement.
4. Start at the bottom of the slope and work up.
5. Construct trench at contour intervals of 12 feet apart.
6. Use straight bar to drive holes through the wattle and into the soil.
7. Make sure no gaps exist between the soil and the straw wattle.
8. Drive the stake through the prepared hole into the soil. Leave only 1 or 2 inches of stake exposed above roll install stake every 4 feet apart through the wattle. Additional stakes may be driven on the downslope side of the trenches on highly erosive or very steep slopes.
9. Runoff must not be allowed to run under or around roll.



SECTION
TEMPORARY FIBER ROLL



PERSPECTIVE
TEMPORARY FIBER ROLL



**CITRUS
HEIGHTS
WATER
DISTRICT**

TEMPORARY FIBER ROLL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Chumley

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

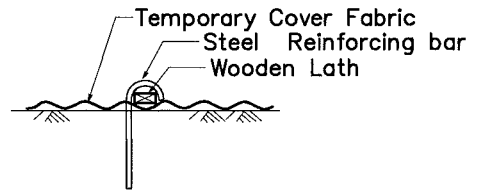
SCALE: N.T.S.

DESIGN: P.A.D.

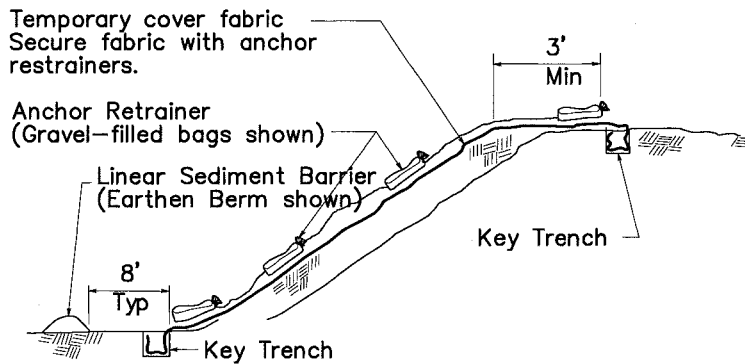
CAD FILE: SWPPP_110.DWG

PAGE:

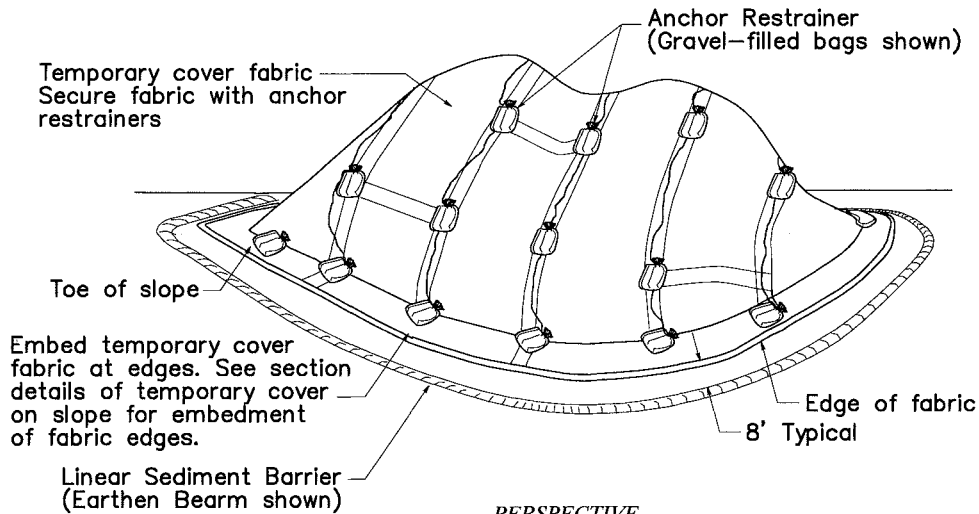
SWPPP_110



SECTION
ANCHOR RESTRAINER
(Steel bar and wooden lath)



SECTION
TEMPORARY COVER ON SLOPE



PERSPECTIVE
TEMPORARY COVER ON STOCKPILE



**CITRUS
HEIGHTS
WATER
DISTRICT**

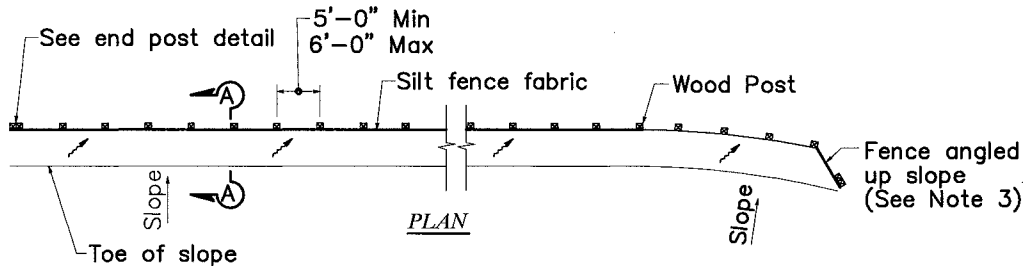
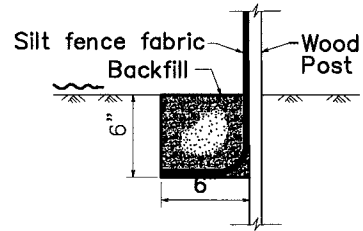
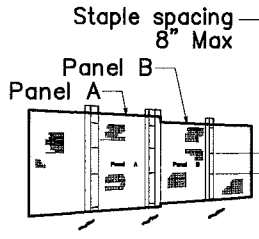
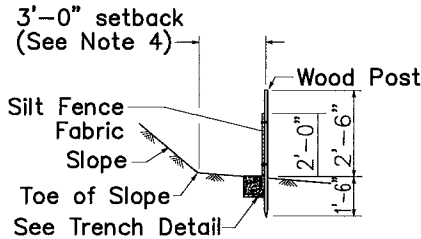
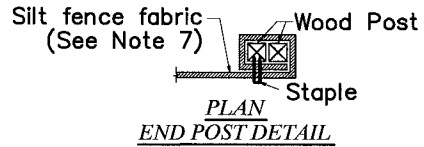
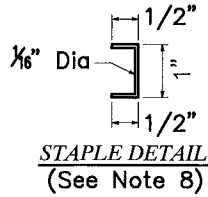
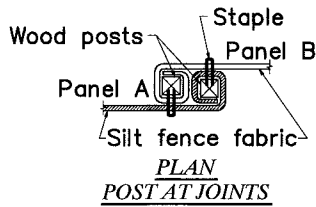
**TEMPORARY COVER
STOCKPILE INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Chubb
CITRUS HEIGHTS WATER DISTRICT

DATE: *5/8/13*

DRAWN: 8 MAY 2013
REVISED: NONE
SCALE: N.T.S.
DESIGN: P.A.D.
CAD FILE: SWPPP_111.DWG
PAGE:
SWPPP_111



NOTES:

1. Install Temporary Silt Fence by first digging trench, driving posts, placing and securing fabric. Then backfill and tamp.
2. Reach length not to exceed 500 feet.
3. The down stream end of the Temporary Silt Fence shall have the last 8' angled up slope.
4. Setback dimensions may vary to fit field conditions.
5. Posts to overlap and fence fabric to fold around each post one full turn. Secure fabric with 4 staples for each post.
6. Posts shall be driven tightly together to prevent potential flow-through of sediment at the joint. The tops of the posts shall be secured to each other with wire.
7. For each end post, fence fabric shall be folded around two posts one full turn and secured with 4 staples.
8. Minimum of 4 staples shall be installed per post. Dimensions shown are typical.
9. Maintenance openings shall be constructed in a manner to ensure that sediment is retained by the temporary silt fence.
10. Joint sections shall not be placed at sump locations.

LEGEND

- Tamped backfill
- Slope direction
- Direction of flow



**CITRUS
HEIGHTS
WATER
DISTRICT**

TEMPORARY SILT FENCE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

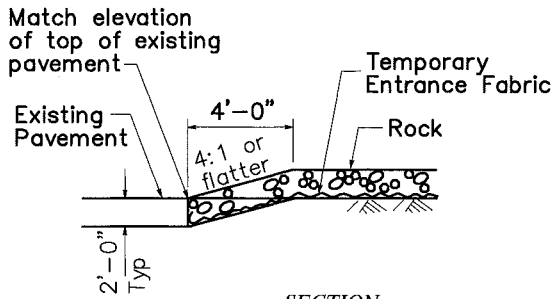
SCALE: N.T.S.

DESIGN: P.A.D.

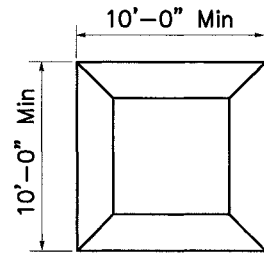
CAD FILE: SWPPP_115.DWG

PAGE:

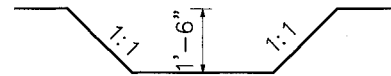
SWPPP_115



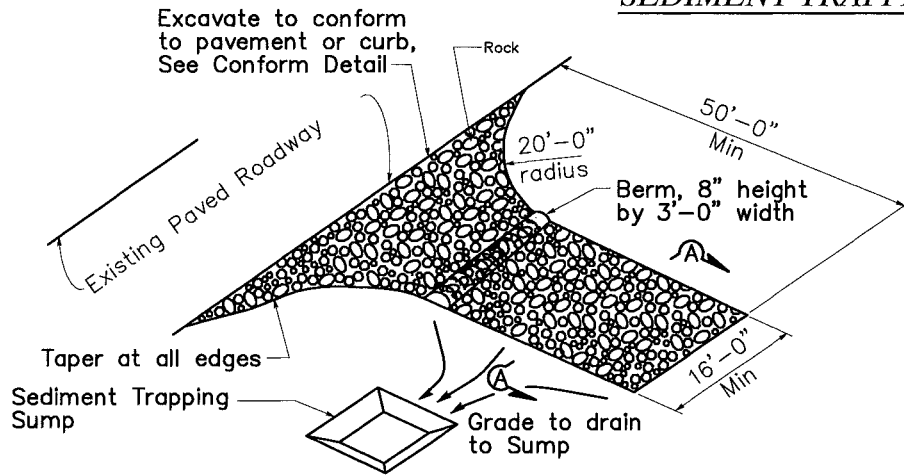
SECTION
CONFORM DETAIL



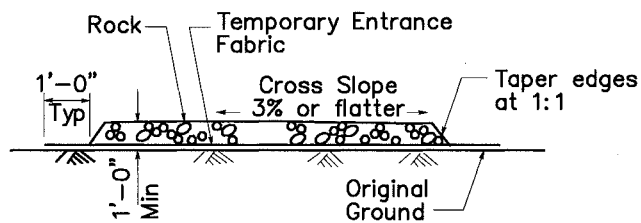
PLAN



ELEVATION
SEDIMENT TRAPPING SUMP



PERSPECTIVE
TEMPORARY CONSTRUCTION ENTRANCE



SECTION A-A



**CITRUS
HEIGHTS
WATER
DISTRICT**

TEMPORARY CONSTRUCTION ENTRANCE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumley

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

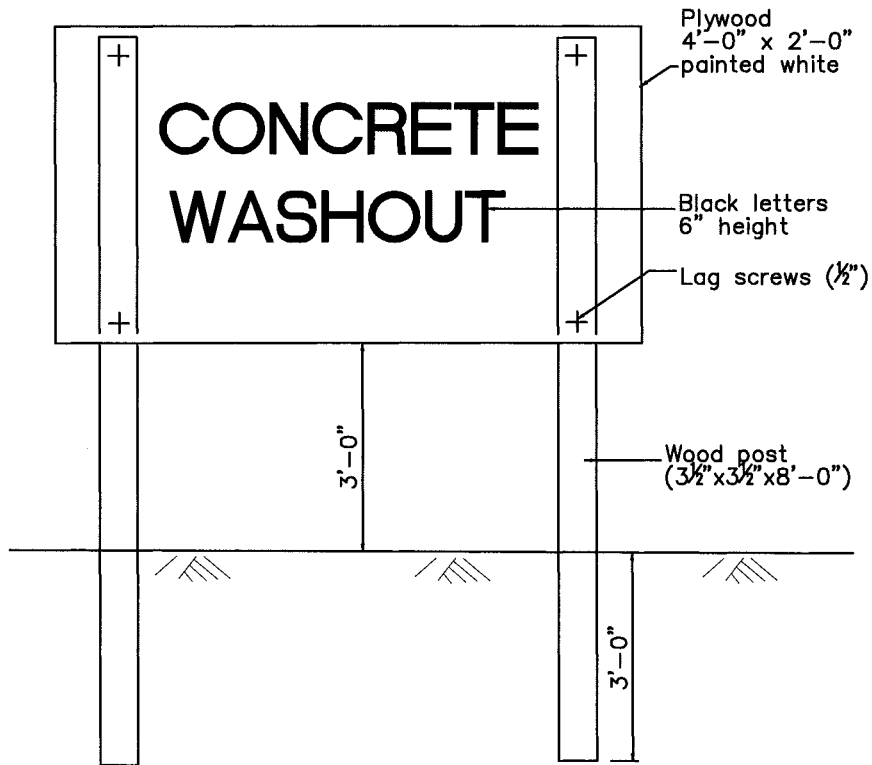
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: SWPPP_120.DWG

PAGE:

SWPPP_120



CONCRETE WASHOUT
SIGN DETAIL

NOTES:

1. The concrete washout sign shall be installed within 32'-10" of the portable concrete washout container.



**CITRUS
HEIGHTS
WATER
DISTRICT**

CONCRETE WASHOUT FACILITY-SIGN

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Ambrose

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: SWPPP_125.DWG

PAGE:

SWPPP_125

**SECTION 01200
PROJECT PLANS**

**GRAHAM CIRCLE AND CIRCUIT DRIVE
WATER MAIN REPLACEMENT PROJECT C15-132**

The following Project Plans pertain to Citrus Heights Water District's Graham Circle and Circuit Drive Water Main Replacement Project C15-132:

Sheets 1 to 12 Project Plans are 22" x 34" and shall be purchased as a portion of the Bid Package

**SECTION 01200
PROJECT PLANS**

**SECTION 01300
ENCROACHMENT PERMIT DOCUMENTS**

**GRAHAM CIRCLE AND CIRCUIT DRIVE
WATER MAIN REPLACEMENT PROJECT C15-132**

The following Encroachment Permit Documents pertain to Citrus Heights Water District's Graham Circle and Circuit Drive Water Main Replacement Project C15-132:

City of Citrus Heights Encroachment Permit

Tentative Letter of Approval	(1 Page)
General Provisions and Restrictions	(3 Pages)
Minimum Insurance Requirements	(2 Pages)
Temporary Traffic Control Conditions	(1 Page)



City of Citrus Heights

6360 Fountain Square Drive
Citrus Heights, CA 95621
Phone (916)727-4770 Fax (916) 727-1454

Tentative Letter of Approval

Monday, February 05, 2018

CIP Project Number:

Citrus Heights Water District

6230 Sylvan Rd

Citrus Heights CA 95610

Re: Job# -

Encroachment Permit Application at Graham Cir / Circuit Dr - This project consists of installing 776 linear feet of 8-inch water main, 1152 linear feet of 6 inch water main, five (5) 6 inch gate valves, four (4) steamer fire hydrants, one (1) 1" air/vacuum valve, two (2) 1-inch metered water services, and twenty-five (25) 1 inch water services with curb stops. Work also includes asphalt replacement and striping.

Dear Citrus Heights Water District:

The City has received your encroachment permit application and it has been reviewed and is hereby tentatively approved.

Once this job has been scheduled, you must make a final submittal to the City, at which time the formal permit will be issued. Please refer to the attached General Provisions and Specific Conditions for information on all materials to be submitted prior to issuance of the permit. No work shall be performed in the public right-of-way until the permit has been issued by the City.

The following checked items need to be submitted before this encroachment permit can be finalized.

- Foreman's Name and Cell Number
- Traffic Control Plans
- Need Permit Application
- Insurance Certificate Listing City of Citrus Heights as the Certificate Holder
- Job Start Date and Job End Date
- Deposit Check In The Amount Of:
- Need Subs Application, Insurance, TCP
- Other

Other Items Needed:

Should you have any questions, please call me at (916) 727-4770.

Sincerely,

Freida Morales
Engineering Technician I

**CITY OF CITRUS HEIGHTS
ENCROACHMENT PERMIT
GENERAL PROVISIONS & RESTRICTIONS**

1. **PERMIT:** This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 12.08 of the City Code.
2. **ACCEPTANCE OF PROVISIONS:** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the general and specific conditions hereof.
3. **KEEP PERMIT ON WORK SITE:** This permit shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer upon demand.
4. **GENERAL DEPOSIT:** Applicant shall post a deposit as specified in Chapter 12.08 of the City Code (amount varies according to encroachment type). The deposit may be released 180 days after completion of the work and the project has been signed off by the City Inspector.
5. **INSURANCE REQUIRED:** See attached “Minimum Insurance Requirements”.
6. **GUARANTEE:** Should any failure of the work occur within a period of one year after acceptance by the Engineer of the project, or portions thereof which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his expense.
7. **NOTIFICATION:**
 - a. General Notification - Permittee shall notify the Citrus Heights Construction Inspector at the phone number indicated on the approved Traffic Control Plan, a minimum of (2) two working days prior to starting any work. If the Construct Inspector does not answer, Permittee shall call the General Services Department at (916) 727-4770.
 - b. Emergency Notification – For emergency work, utilities shall notify the General Services Department at (916) 727-4770 within one (1) hour of dispatching the crews to a site. Emergency notification shall be made 24 hours a day, 7 days a week.
 - c. Notification Required
 - i. **Notification is required in the following instances:**
 1. All standard encroachment permits;
 2. For work on vaults, valves, cabinets and other utility facilities located outside the public right-of-way when technician must park in and partially or completely obstruct a vehicle lane, bike lane or the sidewalk. **An approved Traffic Control Plan is also required.**
 3. For vaults, valves, cabinets and other utility facilities located in a vehicle lane, bike lane or sidewalk. **An approved Traffic Control Plan is also required.**
 4. For work on overhead facilities, existing or new poles or pole attachments. **An approved Traffic Control Plan is also required.**
 - 5.
 - ii. **No Notification required in the following instances:**
 1. For work on vaults, transformers, cabinets and other utility facilities located outside the public right-of-way when technician can park in a designated parking lane or off-street parking lot and all work can be conducted without obstructing a vehicle lane, bike lane or sidewalk.
 2. When performing utility marking in response to Under Ground Service (USA) request.

- d. Failure to Notify - Failure to notify the City of Citrus Heights when performing work in the ROW and or performing work without an approved traffic control plan or an approved permit may result in revocation of any authorized permits held by the permittee and possible further action.
8. **U.S.A. NOTIFICATION REQUIRED:** The Permittee shall notify Underground Service Alert two working days in advance of performing excavation work by calling the toll-free number (800) 642-2444. - U.S.A. notification to be renewed at not more than 14 calendar day intervals. All markings by contractors shall be made with chalk based aerosol paint. U.S.A. numbers shall be noted on the traffic control plans and or the encroachment permit application.
9. **UNDERGROUND UTILITIES.** Disregard or destruction of underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the City Engineer. Any utility so damaged shall be immediately reported to the owner and City General Services Department.
10. **PROSECUTION OF WORK:** Any work authorized by this permit shall be performed in a workmanlike, diligent and expeditious manner to the satisfaction of the City Engineer. Any non-storm water runoff must not be allowed into storm drains including washing from concrete or plaster work, vehicle clean-up or maintenance. Applicant is responsible for ensuring that anyone employed to complete the work complies with all the provisions of this permit.
11. **SITE MAINTENANCE:** Applicant is responsible for daily maintenance (24/7) of the project site and haul routes for any imported or exported materials. Stockpiled debris and materials shall be kept clean and orderly and out of traffic lanes and haul routes shall be monitored and swept as required to minimize tracking and dust.
12. **TEMPORARY TRAFFIC CONTROLS:** See attached “Temporary Traffic Control Conditions”.
13. **WORK AND MATERIAL:** All work and materials shall be in accordance with the current edition of the County of Sacramento “Standard Construction Specifications” as amended, and Current MUTCD California Edition.
14. **ROAD CLOSURE:** No highway or street may be closed without first obtaining approval in writing from the City of Citrus Heights, (916) 727-4770. If permission to close a street is granted, it shall be the Permittee’s responsibility to notify the Citrus Heights Police Department and Fire Department prior to closing the street.
15. **MAINTAINING AND PROTECTING TRAFFIC CONTROL FACILITIES:** Metal objects (such as manhole frames and lid valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Any traffic signal or detector operation disruption shall be repaired and the system made operational within eight hours of the damage. Should the City elect to provide repair or replacement services, the Permittee shall be required to reimburse the City for all costs involved.
16. **SITE ACCESS:** The applicant is responsible for providing and maintaining an alternate accessible route around the work site at all times. Alternate access routes shall be in compliance with the Americans with Disabilities Act (ADA) and Title 24 of the California Code.
17. **TREES:** Unless specifically approved on the face of this permit, the removal or trimming of a tree(s) requires a separate permit per County ordinance, call (916) 727-4770.
18. **TUNNELING:** No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.
19. **TRENCHING:** Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining shall be kept open to traffic by bridging or backfilling.
20. **BACKFILL AND RESTORATION OF SURFACES:** Excavation backfill and restoration of surfaces shall conform to the County of Sacramento Standard Construction Specifications. The permittee’s attention is directed to Standard Drawing H-36 of the Specifications.

21. **CLEANUP:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in a condition equal to or better than existed before work started. All roadside drainage ditches shall be restored to a true grade and intake and outlet ends of all culverts shall be left free from all materials and debris.
22. **RESTORE IMPROVEMENTS:** Removal of existing pavement markings, signs, posts, concrete medians, landscaping, pavement, sidewalk, etc., both in the public right of way and on private property, shall be approved in writing (by the City of Citrus Heights), prior to removal. The applicant is responsible for assuring that **all items** removed are restored to their original locations and condition as existed prior to removal. Additionally, all temporary signs, pavement markings, storm water BMP's and other devices, marks and structures are completely removed for the work site.
23. **RECORD DRAWING:** Upon completion of underground or surface work of consequence, the Permittee, at the request of the City Engineer, shall furnish records, drawings to the Department of General Services showing locations and details of work performed.
24. **FUTURE MOVING OF INSTALLATION:** The installation authorized herein shall, upon demand of the City Engineer, be immediately relocated by, and at the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions on the highway may require such relocation. The Permittee must commence such relocation within the time specified in said demand and therefore diligently prosecute the same to completion.
25. **MAINTENANCE:** The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the City right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all damage to the roadway which would not have occurred had such work not been done or such encroachment not placed herein.



City of Citrus Heights

6237 Fountain Square Drive

Citrus Heights, CA 95621

Phone (916) 727-4770 Fax (916)727-1454

MINIMUM INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

A. Workers' Compensation & Employers Liability

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to City of Citrus Heights.
- The policy must include a written waiver of the insurer's right to subrogate against the City of Citrus Heights.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- Coverage shall be continued for one (1) year after completion of the work.
- City of Citrus Heights must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. City of Citrus Heights shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the City of Citrus Heights as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City of Citrus Heights.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Citrus Heights.
- The policy must cover inter-insured suits and include a "Separation of Insureds" or

“severability” clause which treats each insured separately.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. copy of the endorsement or policy language indicating that coverage applicable to the City of Citrus Heights is primary and non-contributory; and
 3. Properly completed Certificate of Insurance.

C. Automobile Liability

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage must apply to all owned, hired and non-owned vehicles.
- City of Citrus Heights must qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that City of Citrus Heights is an insured; and
 2. Properly completed Certificate of Insurance.

D. Standards for Insurance Companies

- Insurance policies must be issued by an insurer with an A.M. Best's rating of at least A:VII.



City of Citrus Heights
6237 Fountain Square Drive
Citrus Heights, CA 95621
Phone (916) 727-4770 Fax (916)727-1454

TEMPORARY TRAFFIC CONTROL CONDITIONS

Appropriate advance signing ("Road Construction Ahead," "Flagger Ahead", etc.), cones, barricades, etc., shall be used in accordance with City Standards, current County of Sacramento Standard Construction Specifications and/or the current Manual of Uniform Traffic Control Devices (MUTCD) California Edition.

1. The use of advance warning construction signs, such as Changeable Message Signs (CMS) and/or special advisory signs, may be required during this project. If signs are requested, the contractor shall install or place signs as directed by General Services Department staff. The contractor shall furnish all materials and equipment (at no cost to the City of Citrus Heights), to meet this condition.
2. Typically, all lane closures shall only be allowed Monday through Friday, between the hours of 8:30 a.m., and 3:30 p.m. on all major six (6) lane arterial roadways (Sunrise Boulevard, Greenback Lane, Madison Avenue, etc.). All other four (4) or five (5) lane streets are also considered major streets, and lane closures shall only be allowed between the hours of 8:30 a.m. to 3:30 p.m. Monday through Friday. Residential and minor street lane closures vary as approved on the approved plans or encroachment permit. The City of Citrus Heights has a Holiday Moratorium where no work is permitted on these roads starting the Friday before Thanksgiving Day to the first business day in January inclusive.
3. All traffic control for this project shall be as designated on the approved traffic control plan(s) submitted by the contractor/applicant. If construction requires additional traffic restrictions, the contractor/applicant shall submit a revised traffic control plan before construction work in the right-of-way can proceed.
4. Additional construction limits, work hours, holiday, weekend, night or daytime work requested by contractor/applicant (and not specified in these conditions, the Standard *Construction Specifications*, plans, or special provisions); shall be approved in writing from the City of Citrus Heights, General Services Department, prior to starting actual construction activity requested by the contractor/applicant.
5. No Overnight storage of materials and equipment shall be allowed on City of Citrus Heights right-of-way (unless approved in writing by the General Services Department).
6. Any parking or access limitations shall be coordinated with residents, businesses local Fire Department, Citrus Heights Police Department, California Highway Patrol and Regional Transit (if applicable), seventy-two hours (72) in advance of lane closures.
7. Limited construction work hours shall be in effect during school sessions. The General Services Department shall approve all construction work hours for any lane closure(s) in, around, or near schools (public or private). Generally, construction work hours are not permitted, one-half hour before and after each arrival/departure bell time(s), during the morning and afternoon School sessions. School notification process is at least five (5) working days in advance of actual roadwork near schools. ("Around" or "near" a school is determined by the City Engineer).
8. No lane closures or partial lane closures shall be permitted during those certain dates in November and December as specified within the *Sacramento County Standard Construction Specifications* **and** during rainy weather or limited visibility (1000 feet or less and due to fog or other conditions).
9. The temporary traffic controls shall incorporate measures to ensure full and safe access for all pedestrians and bicyclists. **All access measures shall comply with ADA and Title 24 requirements.**
10. The continuous use and placement of all K-Rail, shall only be permitted if approved in writing from the City of Citrus Heights, General Services Department.

SECTION 01400
DIVISION OF DRINKING WATER WAIVER RESPONSE LETTER

GRAHAM CIRCLE AND CIRCUIT DRIVE
WATER MAIN REPLACEMENT PROJECT C15-132

The following Division of Drinking Water Waiver Response Letter pertains to Citrus Heights Water District's Graham Circle and Circuit Drive Water Main Replacement Project C15-132:

Division of Drinking Water Waiver Response Letter (9 Pages)

State Water Resources Control Board

January 26, 2018

PWS No. 3410006

Hilary M. Straus
General Manager
Citrus Heights Water District
6230 Sylvan Road
P. O. Box 286
Citrus Heights, CA 95611-0286

CITRUS HEIGHTS WATER DISTRICT PUBLIC WATER SYSTEM (PWS# 3410006) – GRAHAM CIRCLE AND CIRCUIT DRIVE CONSTRUCTION PROJECT

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on January 9, 2018, from the Citrus Heights Water District (CHWD) regarding improvement plans specifically identified as: 'Graham Circle and Circuit Drive' construction project in the city of Citrus Heights and within the CHWD public water system (PWS No. 3410006) service area. The waiver requested is regarding water main separation requirements at eight (8) locations where potable water mains cross other underground utility pipelines.

Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR) details the water main separation requirements with other underground utility pipelines.

The CHWD public water system proposal has been reviewed by Austin Peterson, P.E. from this office. Austin Peterson's review comments are enclosed for your review and action.

Water Mains Crossing Existing Utility Pipelines (other than sewer service lines)

With respect to the new water main crossing existing utility pipes, and in addition to Austin Peterson's review comments, this waiver is subject to the following conditions:

1. At locations where utility pipelines cross over water pipelines, the minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.
2. At locations where other utility pipelines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint (as described in the attached memorandum) and the pipelines crossing location is achieved. The water pipeline joints shall be as described in the attached memorandum.

3. Unless specifically approved, at locations where other utility pipes, as defined under Section 64572 (b) of the CCR, are parallel to the water pipes, minimum horizontal separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least 48 inches. Also, water pipeline shall be constructed at higher grade and the minimum vertical separation between the outside wall of the water pipes (bottom of pipe) and the outside wall of other utility pipes (top of pipe) shall be at least 12 inches. The water pipeline joints shall be as described in the attached memorandum.

Once the review comments along with the aforementioned conditions are incorporated into the design and construction of the project, no exception to the project would be noted.

This waiver is issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the CCR with respect to the items specifically mentioned in the waiver request letter and it is conditioned to completion and return of the enclosed "**VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER**" form by no later than 30 days after acceptance of the project by the CHWD public water system. A copy of this verification form shall be kept along with this letter and the project as-built document.

CHWD public water system may also submit a letter verifying construction of the project and completion of the as-built (record) drawings in accordance to this waiver. As a reference, a blank copy of the enclosed "**VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER**" shall be attached to such letter.

Water Mains Crossing Existing Sewer Service Lines

With respect to the new water main crossing existing sewer service lines, and once the following comments are incorporated into the design and construction of the project, no exception to the project would be noted. The comments are;

1. Field notes and photographs shall be maintained of each lateral crossing for both "over" and "under" crossings and the address of the property recorded,
2. Where (if) sewer laterals become broken, contact the agency with responsibility and establish with that agency how that repair is to be made and inspected. Repairs shall be recorded in field notes.

In addition to the abovementioned requirements, waivers would be subject to the following conditions:

1. At locations where sewer service lines cross over water pipelines, minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.
2. At locations where sewer service lines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint and the pipelines crossing location is achieved.

This waiver is issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the CCR with respect to the sewer service lines mentioned in the waiver request

letter and it is conditioned to completion of the attached "**VERIFICATION OF SEWER SERVICE LINES CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER**" form by no later than 30 days after acceptance of the project by the CHWD public water system. A copy of this verification form shall be kept along with this letter and the project as-built document.

Once the aforementioned comments are incorporated into the design and construction of the project, no exception to the proposed construction would be noted with respect to the water main pipelines crossing the sewer service lines.

Pipeline construction at locations where the minimum separation requirements cannot be maintained, and/or are not specifically identified and mentioned in the waiver request letter are not part of this waiver.

Once the construction of the project begins, please notify this office so that site inspection(s) can be scheduled.

If you have any questions, or if we can be of any assistance, please do not hesitate to contact Austin Peterson, P.E., at (916) 341-5559 or by email at: Austin.peterson@waterboards.ca.gov.

Sincerely,



Ali R. Rezvani, P.E.
Sacramento District Engineer
Division of Drinking Water
STATE WATER RESOURCES CONTROL BOARD

Enclosure;

cc: Austin Peterson, P.E. – Water Resources Control Engineer, DDW, SWRCB

VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER

Name of Public Water System: Citrus Heights Water District

Public System Number: 3410006

As required by letter dated **January 26, 2017**, and with respect to waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of Graham Circle and Circuit Drive Water Main Replacement Auburn Blvd to Holly Drive at the following crossings was completed in accordance to requirements stated in the aforementioned waiver letter. The crossings are:

Item	Water Main			Sewer Service Lines				
	Station	Size	Material	Size	Material	Fluid	Crossing (Under / Over)	Separation (inches)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name

California PE Number

Signature

Date

THIS FORM MUST BE COMPLETED AND FILED AS PART OF PROJECT RECORD DRAWINGS

Disclosure: Be advised that Section 116725 and 116730 of the California Health and Safety Code states that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the attached order may be liable for a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation for each day that violation continues. In addition, the violators may be prosecuted in criminal court and upon conviction, be punished by a fine of not more than \$25,000 for each day of violation, or be imprisoned in county jail not to exceed one year, or by both the fine and imprisonment.

VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER

Name of Water System: Citrus Heights Water District

Public System Number: 3410006

Certification

As required by the letter dated: January 26, 2017, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the Graham Circle and Circuit Drive Water Main Replacement Project at the following locations was completed in accordance to requirements stated in the aforementioned waiver letter and its attached memorandum. The locations are:

1. A 12-in storm drain crossing over the water main (Station 14+23),
2. A 12-in storm drain crossing over the water main (Station 14+39),
3. A 12-in storm drain crossing over the water main (Station 21+06),
4. A 12-in storm drain crossing over the water main (Station 37+01),
5. A 4-in sanitary sewer crossing over the water main (Station 37+16),
6. A 15-in sanitary sewer pipe located parallel to the water main (Station 30+22 to 31+91),
7. A 6-in sanitary sewer pipe located parallel to the water main (Station 32+70 to 32+90),
8. A 15-in sanitary sewer pipe located parallel to the water main (Station 36+70 to 37+20)

Name

California PE Number

Signature

Date

**THIS FORM MUST BE COMPLETED AND RETURNED TO THE
DIVISION OF DRINKING WATER – SACRAMENTO DISTRICT**

**A COPY OF THIS FORM SHOULD BE FILED AS
PART OF THE PROJECT RECORD DRAWINGS**

Disclosure: Be advised that Section 116725 and 116730 of the California Health and Safety Code states that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the attached order may be liable for a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation for each day that violation continues. In addition, the violators may be prosecuted in criminal court and upon conviction, be punished by a fine of not more than \$25,000 for each day of violation, or be imprisoned in county jail not to exceed one year, or by both the fine and imprisonment.

State Water Resources Control Board

Division of Drinking Water

TO: Ali Rezvani P.E.
Sacramento District Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

FROM: Austin Peterson P.E.
Water Resource Control Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER



DATE: January 25, 2018

SUBJECT: REPLY TO CITRUS HEIGHTS WATER DISTRICT (CHWD) PUBLIC WATER SYSTEM (PWS NO. 3410006) LETTER DATED JANUARY 9, 2018 - WAIVER REQUEST CONCERNING THE GRAHAM CIRCLE AND CIRCUIT DRIVE WATER MAIN REPLACEMENT PROJECT

The State Water Resources Control Board Division of Drinking Water (Division) received a letter dated January 9, 2018, requesting a waiver from the water main separation requirements for the Citrus Heights Water District's (CHWD) public water system, (PWS# 3410006), as specified in Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR). The letter requested review of a proposal by CHWD to mitigate design issues for eight (8) locations where it appeared infeasible to adhere strictly to this section of the regulations.

The project is within the CHWD public water system in the city of Citrus Heights. The Graham Circle and Circuit Drive Water Main Replacement Project is located near the intersection of Graham Circle and Circuit Drive. This project will construct a 6-inch and 8-inch water main in Graham Circle and Circuit Drive.

Specifically, Sections 64572 states:

- (a) New water mains and new supply lines shall not be installed in the same trench as, and shall be at least 10 feet horizontally from and one foot vertically above, any parallel pipeline conveying:
 - (1) Untreated sewage,
 - (2) Primary or secondary treated sewage,
 - (3) Disinfected secondary-2.2 recycled water (defined in section 60301.220),
 - (4) Disinfected secondary-23 recycled water (defined in section 60301.225), and
 - (5) Hazardous fluids such as fuels, industrial wastes, and wastewater sludge.
- (b) New water mains and new supply lines shall be installed at least 4 feet horizontally from, and one foot vertically above, any parallel pipeline conveying:
 - (1) Disinfected tertiary recycled water (defined in section 60301.230), and
 - (2) Storm drainage.

- (c) New supply lines conveying raw water to be treated for drinking purposes shall be installed at least 4 feet horizontally from, and one foot vertically below, any water main.
- (d) If crossing a pipeline conveying a fluid listed in subsection (a) or (b), a new water main shall be constructed no less than 45-degrees to and at least one foot above that pipeline. No connection joints shall be made in the water main within eight horizontal feet of the fluid pipeline.
- (e) The vertical separation specified in subsections (a), (b), and (c) is required only when the horizontal distance between a water main and pipeline is less than ten feet.
- (f) New water mains shall not be installed within 100 horizontal feet of the nearest edge of any sanitary landfill, wastewater disposal pond, or hazardous waste disposal site, or within 25 horizontal feet of the nearest edge of any cesspool, septic tank, sewage leach field, seepage pit, underground hazardous material storage tank, or groundwater recharge project site.
- (g) The minimum separation distances set forth in this section shall be measured from the nearest outside edge of each pipe barrel.
- (h) With State Board approval, newly installed water mains may be exempt from the separation distances in this section, except subsection (f), if the newly installed main is:
 - (1) less than 1320 linear feet,
 - (2) replacing an existing main, installed in the same location, and has a diameter no greater than six inches more than the diameter of the main it is replacing, and
 - (3) installed in a manner that minimizes the potential for contamination, including, but not limited to:
 - (A) sleeving the newly installed main, or
 - (B) utilizing upgraded piping material.

Specifically, CHWD and the Consultant have provided project construction drawings showing the areas where the waivers are being requested.

The waiver from the regulations is requested for the following locations:

1. A 12-in storm drain crossing over the water main (Station 14+23),
2. A 12-in storm drain crossing over the water main (Station 14+39),
3. A 12-in storm drain crossing over the water main (Station 21+06),
4. A 12-in storm drain crossing over the water main (Station 37+01),
5. A 4-in sanitary sewer crossing over the water main (Station 37+16),
6. A 15-in sanitary sewer pipe located parallel to the water main (Station 30+22 to 31+91),
7. A 6-in sanitary sewer pipe located parallel to the water main (Station 32+70 to 32+90),
8. A 15-in sanitary sewer pipe located parallel to the water main (Station 36+70 to 37+20)

Attached are the construction drawings showing the areas where variances are being requested. The conflicts are highlighted and numbered as noted above for ease of identification.

The CHWD and Consultant believe the proposed construction methods will provide the same or a greater level of protection to public health. The restrained joints will help prevent the separation of adjoining pipe sections and reduce the risk that non-potable fluids will enter the water main.

The review concluded the following:

1. A 12-in storm drain crossing over the water main (Station 14+23),
The waiver request for this proposed crossing is acceptable given that all joints between stations 14+00 and 14+62 are constructed with mechanically restrained joints using bolted connections.
2. A 12-in storm drain crossing over the water main (Station 14+39),
The waiver request for this proposed crossing is acceptable given that all joints between stations 14+00 and 14+62 are constructed with mechanically restrained joints using bolted connections.
3. A 12-in storm drain crossing over the water main (Station 21+06),
The waiver request for this proposed crossing is acceptable.
4. A 12-in storm drain crossing over the water main (Station 37+01),
The waiver request for this proposed crossing is acceptable.
5. A 4-in sanitary sewer crossing over the water main (Station 37+16),
The sewer crossing at this location appears to reflect a service lateral.
6. A 15-in sanitary sewer pipe located parallel to the water main (Station 30+22 to 31+91),
The waiver request for this proposed crossing is acceptable given that the water main and appurtenances are constructed with mechanically restrained joints using bolted connections or restrained push-on joints with grooved metal teeth (in accordance to ANSI/AWWA C111/A21.11 standards) for the entire length of the pipeline that does not comply with Section 64572 of the CCR.
7. A 6-in sanitary sewer pipe located parallel to the water main (Station 32+70 to 32+90),
The waiver request for this proposed crossing is acceptable given that the water main and appurtenances are constructed with mechanically restrained joints using bolted connections or restrained push-on joints with grooved metal teeth (in accordance to ANSI/AWWA C111/A21.11 standards) for the entire length of the pipeline that does not comply with Section 64572 of the CCR.
8. A 15-in sanitary sewer pipe located parallel to the water main (Station 36+70 to 37+20)
The waiver request for this proposed crossing is acceptable given that the water main and appurtenances are constructed with mechanically restrained joints using bolted connections or restrained push-on joints with grooved metal teeth (in accordance to ANSI/AWWA C111/A21.11 standards) for the entire length of the pipeline that does not comply with Section 64572 of the CCR.

The new water mains in the subject area should be constructed of Pressure Class 350 ductile iron pipe or Class 305 C900 PVC pipe with restrained joints in all areas that do not comply with Section 64572 CCR. At all crossings, a minimum of one foot vertical separation below the storm drainage or sanitary sewer pipes will be maintained.

As a result of the Division's review of the plans, the following conditions shall be implemented where separation requirements between water mains and storm drain or sanitary sewer pipelines cannot reasonably be met:

Waiver conditions:

1. The water main shall be constructed with Pressure Class 350 ductile iron pipe or Class 305 C900 PVC pipe.
2. Regarding pipelines that are proposed to be constructed parallel to other existing pipelines and cannot meet the minimum required separation, the water main and appurtenances shall be constructed with mechanically restrained joints using bolted connections or restrained push-on joints with grooved metal teeth (in accordance to ANSI/AWWA C111/A21.11 standards) for the entire length of the pipeline that does not comply with Section 64572 of the CCR.
3. Regarding pipelines that are proposed to be constructed and would cross other existing pipelines and cannot meet the minimum required separation, the water main and appurtenances shall be constructed with mechanically restrained joints using bolted connections for the entire length that do not comply with Section 64572 of the CCR.
4. Where the water main crosses below a sanitary sewer or storm drain pipeline, at least one foot of vertical separation shall be maintained at all crossings.
5. The water main shall be placed such that pipe joints will be as distant as possible from the centerline of the storm drain pipeline.

In accordance with Section 64572 of the CCR, the CHWD waiver request for the specifically identified crossings and pipe placement for the Graham Circle and Circuit Drive Water Main Replacement project, submitted on January 9, 2018, agrees with acceptable practices necessary to provide equal protection for the proposed main pipeline construction as required to obtain a written waiver from the Division regarding California Water Works Standards under Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of CCR.

Specifically, Sections 64551.100 states:

- (a) A water system that proposes to use an alternative to a requirement in this chapter shall:
 - (1) Demonstrate to the State Board that the proposed alternative would provide at least the same level of protection to public health; and
 - (2) Obtain written approval from the State Board prior to implementation of the alternative.

The waiver is subject to the conditions listed above.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 MEETING

SUBJECT : DISUSSION AND POSSIBLE ACTION TO FILL A VACANT SEAT
ON THE CUSTOMER ADVISORY COMMITTEE

STATUS : Action Item

REPORT DATE : April 12, 2018

PREPARED BY : Christopher Castruita, Management Services Supervisor/Chief Board Clerk

OBJECTIVE:

Consider appointing Michael Goble to fill a vacant seat on the Customer Advisory Committee.

BACKGROUND AND ANALYSIS:

On Monday, March 19, 2018 Customer Advisory Committee (CAC) member Caroll Mortensen, a CAC residential member from Neighborhood Area 6, submitted a letter of resignation (see Attachment 1) to staff. Based on past direction from the Board of Directors at the February 19, 2018 meeting for the replacement of another residential CAC member, staff reviewed the current applicant pool for a prospective CAC member who could replace Ms. Mortensen.

Staff recommends the appointment of Mr. Michael Goble, a resident of Citrus Heights Neighborhood Area 6. In considering the applicants, staff took into account the geographic distribution of CAC residential members, the application materials submitted by the remaining applicant pool, and contacted the individual to confirm their willingness to participate.

RECOMMENDATION:

Appoint Michael Goble to fill a vacant seat on the Customer Advisory Committee.

ATTACHMENT:

1. Letter of Resignation from Ms. Caroll Mortensen
2. Michael Goble Customer Advisory Committee Application

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

ATTACHMENT 1

Letter of Resignation from Ms. Carol Mortensen

From: Caroll Mortensen
To: [Christopher Castruita](#)
Subject: Re: CHWD CAC Agenda Packet - March 19, 2018 Meeting
Date: Monday, March 19, 2018 9:06:50 AM
Attachments: [Outlook-dzg4oexr.png](#)
[Outlook-rsan1rac.png](#)
[Outlook-dt4kbtpw.png](#)

Good Morning Christopher,

I regret to inform you that I will not be able to participate on the CAC. I'm going to be taking a new posttion that will put me in conflict of interest of the work of the CAC. I am sorry I did not let you know earlier but it was not official until this morning. Good luck to you, the CHWD and the CAC team. I know you will be doing great work.

Regrefully,

Caroll Mortensen :)

From: Christopher Castruita <ccastruita@chwd.org>
Sent: Thursday, March 15, 2018 6:03 PM
To: Christopher Castruita
Subject: CHWD CAC Agenda Packet - March 19, 2018 Meeting

Good afternoon CAC Members and Staff,

Please find below the link to download the CHWD Customer Advisory Committee Meeting Agenda Packet for Monday, March 19, 2018.

You can view "Agenda CHWD CAC March 21, 2018.pdf" at:

<https://files.acrobat.com/a/preview/526ab024-7d2b-48bd-a17f-7d85799f5cd3>

Please note that Dinner will be available at 5:30, and the Meeting will begin at 6:00 p.m. in the Citrus Heights Community Center.

Best Regards,

Christopher Castruita

Mgmt. Svcs. Supervisor/Chief Board Clerk

Citrus Heights Water District

6230 Sylvan Rd

Citrus Heights, CA 95610

Main: 916-725-6873 

Office: 916-735-7711 

Fax: 916-725-0345 

This email and any files or attachments transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via reply email and immediately delete the email you received.

ATTACHMENT 2

**Customer Advisory Committee Application
for Michael Goble**



Customer Advisory Committee Application

Date:9/26/2017 11:58:58 PM

No.8

Name:

Goble, Michael

Address

[Redacted]

Email: [Redacted]

Phone Number: [Redacted]

Occupation:

Retired

How long have you been a CHWD customer?

30 years or more

OPTIONAL: In 50 words or less, please tell us why you would like to join the Customer Advisory Committee.

My background is with the state in building operations and property management. I would like to help out with this to help my community and stay abreast of what is happening with our district.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 MEETING

SUBJECT : SUNRISE AND PALM GROUNDWATER WELLS REHABILITATION UPDATE
STATUS : Presentation
REPORT DATE : April 12, 2018
PREPARED BY : Brian Hensley, Water Resources Supervisor
David M. Gordon, Operations Manager

OBJECTIVE:

Receive presentation by Luhdorff & Scalmanini Consulting Engineers (LSCE) concerning the results of the rehabilitation of the Sunrise and Palm Groundwater Wells.

BACKGROUND AND ANALYSIS:

Sunrise Groundwater Well (1992):

In 2013, the Sunrise Groundwater Well began to experience a marked decline in the pumping water level. This decline created a situation where the water from the upper perforations was falling to the pumping water level, thus causing air entrainment. Air entrainment in the groundwater can lead to water quality issues and possible mechanical damage to the groundwater well.

In 2014, the well was mechanically brushed to remove encrustation. The pump and motor were also replaced at this time due to wear. Unfortunately, the maintenance and repair did not improve the pumping water level. The 2017 Strategic Plan identified that a needs assessment was required (on the well) in order to identify the issues with the pumping water level, and the well has been off-line.

Palm Groundwater Well (1991):

The Palm Groundwater Well has experienced a lower groundwater production yield since early 2016. A performance test and a video log confirmed that the Palm Well was suffering from severe encrustation. The 2017 Strategic Plan identified that a needs assessment was required on the well in order to identify the issues with the reduced groundwater production yield, and the well has been off-line since June 2016.

LSCE Assessment:

At the August 16, 2017 Citrus Heights Water District (the District) Board of Directors Meeting LSCE presented the results of the assessments on the Sunrise and Palm Groundwater Wells. The findings from LSCE's assessment is that both wells have exhibit significant degradation in their groundwater production yield since they were installed. LSCE recommended that both wells receive extensive rehabilitation, involving both a mechanical and chemical treatment of the well louvers.

Sunrise and Palm Groundwater Rehabilitation:

LSCE assisted the District with creating a Well Rehabilitation Plan and project oversight for the rehabilitation of the Sunrise and Palm Groundwater Wells. On October 18, 2017 the District Board of Directors approved

the proposal by Well Industries, Inc. for the Sunrise and Palm Well Rehabilitation Project as well as the proposal by LSCE to provide project oversight.

At the April 18, 2018 District Board of Directors Meeting, LSCE will present the results of the Sunrise and Palm Well Rehabilitation Project. This includes, the production yield, the specific capacity and recommended future maintenance schedules for the wells.

RECOMMENDATION:

Receive the presentation from LSCE describing the results from the Sunrise and Palm Well Rehabilitation Project.

Note: Additional measures to address the pump and motor issue for the Palm Groundwater Well will be put forth as part of Board Item B-2.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 REGULAR MEETING

SUBJECT : Memorandum of Understanding (MOU) For Regional Water Meter Replacement Program
 STATUS : Action Item
 REPORT DATE : April 10, 2018
 PREPARED BY : Hilary Straus, General Manager
 Rex Meurer, Water Efficiency Supervisor

OBJECTIVE:

Consider approving the Memorandum of Understanding (MOU) for the Regional Water Meter Replacement Program.

BACKGROUND AND ANALYSIS:

Due to aging infrastructure, the District and other water providers in the area are examining how best to replace customer water meters. Staff of several local water agencies, who are also members of the Regional Water Authority (RWA), have determined that this process may present an opportunity for regional collaboration. In particular, a regional approach presents potential opportunities for economies of scale to reduce procurement and on-going operations and maintenance costs. A regional approach may also increase effectiveness in mutual aid and emergency situations if all staff are familiar with neighboring agencies' meter and related infrastructure. Moreover, a regional approach may present grant or other funding opportunities. Despite the benefits of a regional approach, staff recognizes the potential difficulties for meter program integration over the short term, especially that individual agencies may be looking to replace meters at different times, and may have made prior meter technology and vendor commitments. Therefore, the Consortium approach as proposed has a long-term time horizon, and is aimed at long-term program integration either fully or on a selected-basis.

To explore this possibility, the General Managers and leadership staff of the Carmichael Water District (CWD), Citrus Heights Water District (CHWD), Fair Oaks Water District (FOWD), Orange Vale Water Company (OVWC), Sacramento Suburban Water District (SSWD), San Juan Water District (SJWD) and the Executive Director of RWA recommend that these agencies execute the accompanying MOU. This MOU provides a flexible framework for agencies to participate in the Regional Water Meter Replacement Program (Program). The focus of the MOU is an initial advanced planning study (Study) that will examine numerous parts of the Program, including: 1) an inventory and assessment of the current meter fleet; 2) an evaluation of potential replacement meter technology options and specifications; 3) a summary and assessment of current meter testing programs and options for optimizing performance; 4) an evaluation of potential meter replacement procurement programs and funding models; and 5) a public outreach program for the meter replacement process tailored for each participating agency.

Specifically, the MOU allows Consortium agencies to participate in the Study in three different levels of participation: (a) L1 Party where the agency participates in the Study by providing input and suggestions, but is not required to pay a share of consultant and related costs, (b) L2 Party where the agency shares in a portion of the cost of the Study, but otherwise participates as an L1 Party in the balance of the Study, and (c) L3 Party where the agency participates in the Study fully, including sharing all consultant and related costs. At this point, CHWD and SJWD anticipate participating as L3 Parties, and CWD, FOWD, OVWC, RWA and SSWD will participate as L1 Parties.

Costs of the Study will be shared between the L3 Parties based on their proportional share of total metered water customers for the L3 Parties. All formal decisions will be made by consensus of these parties. CHWD will contract directly with any consultants for the Study and will be reimbursed by SJWD for its share of the costs. If any L1 Party wishes to become an L2 or L3 Party, it may do so under procedures outlined in the MOU.

While the initial focus of the MOU is on the Advanced Planning Study, it will also allow the parties to collectively accomplish other parts of the Program. To add a Program component to the MOU, any party may notify the other parties. At that point, interested parties can opt-in and specify their level of participation (L1, L2 or L3 Party).

Program Organization

There are two working groups that have been formed to implement this Program: 1) *Administrative Group*—this group is comprised of the General Managers of all the participating agencies, including the Executive Director of RWA. This group is responsible for governance and management issues of the Meter Replacement Consortium; 2) *Technical Group*—this group is comprised of Meter Program staff, and will be working together to implement various portions of the Meter Replacement Partnership, including overseeing the completion of an Advanced Planning Study for the replacement of meters and the Study’s implementation.

Fiscal Impact

There is no fiscal impact with this approval of the MOU. Costs associated with participating in the program will be identified at the time that each project or activity that has a cost is brought forward for Board consideration (e.g., Funding for CHWD’s pro-rata participation in the meter planning study will be requested at the time of award of contract). It is anticipated that participation in this consortium will lower CHWD’s meter replacement costs due to the economies of scale benefit.

Next Steps

The first project of the meter replacement consortium will be the completion of a meter replacement planning study. The consortium’s Technical Group will complete the Request for Proposals for the planning study shortly.

RECOMMENDATION:

Approve the Memorandum of Understanding for the Regional Water Meter Replacement Program.

ATTACHMENT:

Memorandum of Understanding regarding Water Meter Replacement Program

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

**MEMORANDUM OF UNDERSTANDING
REGARDING WATER METER REPLACEMENT PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2018 by and between the Carmichael Water District (“CWD”), Citrus Heights Water District (“CHWD”), Fair Oaks Water District (“FOWD”), Orange Vale Water Company (“OVWC”), Regional Water Authority (“RWA”), Sacramento Suburban Water District (“SSWD”), and San Juan Water District (“SJWD”) (individually a “Party” and collectively the “Parties”).

R E C I T A L S

A. The Parties are in the process of determining how best to replace aging water meters within their respective service areas. This process will likely involve issuing a request for proposals for consultant meter replacement planning services, the preparation of a water meter replacement planning study, the selection of a replacement water meter-type, the development and implementation of a replacement water meter procurement program, and related activities (“Program”).

B. CHWD is currently developing a request for proposals (“RFP”) for the Program planning study (“Planning Study”). The Planning Study is anticipated to include various components, including, but not limited to, an inventory and assessment of meter models currently in use, an evaluation of potential replacement meter technology options and specifications, a summary and assessment of current meter testing programs and options for optimizing performance, an evaluation of potential replacement meter procurement programs and financing models, and a public outreach program for the meter replacement process. The Planning Study is further expected to evaluate the costs and benefits of a single-agency or regional approaches to all applicable portions of the Planning Study. Any component and/or discrete portion of the Planning Study is referred to in this MOU as a “Component.”

C. The other Parties wish to collectively participate in this Planning Study (in various capacities and participation levels). The collective sharing of planning costs will result in cost savings by individual agencies and may result in aggregate cost savings due to economies of scale. Moreover, the development of a collaborative regional meter procurement program as part of or due to the Planning Study may result in future operational and maintenance savings and mutual aid service enhancements.

D. The Parties desire to enter into this MOU to outline their respective participation in the Planning Study and to establish a process for potential participation in other aspects of the Program.

T E R M S

NOW, THEREFORE, the Parties in consideration of the mutual promises set forth in this MOU, agree as follows:

1. Purpose of Memorandum of Understanding. The purpose of this MOU is for the Parties to outline their respective levels of participation in the Planning Study and establish a process for potential participation in other aspects of the Program.

2. Participation of the Parties. Each Party shall participate in one of the following three levels of participation:

2.1 L1 Participation. Parties may participate in the development of the Planning Study by attending all planning meetings and sessions coordinated by the L2 and L3 Parties (as defined below), reviewing drafts of the RFP and Planning Study and providing comments and input in the scope and substance of the RFP and Planning Study. Parties participating at this level shall not be required to contribute any funds towards the cost of the Planning Study or the Program. However, L1 Parties may provide input and comments concerning the development of the RFP, selection of consultant for the Planning Study and the development, review and approval of the Planning Study for consideration by the L3 Parties, or L2 and L3 Parties if applicable. The L3 Parties, or L2 and L3 Parties if applicable, may accept, modify, reject or disregard the comments and input of the L1 Parties in their sole discretion. Any Party participating in the Planning Study as set forth in this subsection shall be referred to as an “**L1 Party**.” Subject to the provisions of Subsection 2.4, CWD, FOWD, OVWC, RWA, and SSWD will participate as L1 Parties.

2.2 L2 Participation. Parties may participate in the Planning Study by sharing the costs of any Component or Components of the Planning Study as set forth in this subsection. Any Party participating in the Planning Study as set forth in this subsection shall be referred to as an “**L2 Party**.” L2 Parties shall be responsible for the costs of the applicable Components as set forth in amendment to this MOU executed by all affected L2 Parties and all L3 Parties. Unless otherwise set forth in the amendment, the L2 Party shall be responsible for: (1) a buy-in fee representing the value received by the L2 Party through its participation in the Planning Study as a L1 Party, excluding the Component which shall be determined by the L3 Parties upon execution of the first Consultant Agreement, and (2) the L2 Party’s proportional share of the cost of the Component using the methodology identified in Exhibit A. Such L2 Parties shall participate in the decision-making for that Component(s) of the Planning Study in the same manner as an L3 Party. L2 Parties may participate in the balance of the Planning Study in the same manner as an L1 Party. Although no Party is participating as a L2 Party presently, this option is set forth in this MOU to accommodate any L1 Party that may decide in the future to increase its participation in the Planning Study or to participate as an L2 Party in any Program Project.

2.3 L3 Participation. Parties may participate in the Planning Study by sharing the costs and the decision-making for the entire Planning Study. Any Party participating in the Planning Study as set forth in this subsection shall be referred to as an “**L3 Party**.” L3 Parties shall collaboratively schedule and attend planning meetings and sessions for the development of the RFP and Planning Study, review and evaluate responses to the RFP, determine the selected consultant(s) for the Planning Study, negotiate the Consultant Agreement (as defined below), provide comments and inputs on the development of the Planning Study and approve the final Planning Study. Except as provided in Section 3, all decisions regarding the RFP and Planning Study shall be made by consensus of all L3 Parties and any participating L2 Parties. In the event

of a disagreement between the applicable Parties, the affected Parties shall meet in good faith to resolve the disagreement. If no resolution is reached, a majority vote of the affected Parties on the proposed resolution of the area of disagreement shall control unless there is a tie vote. If there is a tie vote, then the dispute resolution provision in Subsection 2.5 below shall govern. Subject to the provisions of any amendment to this MOU outlining the scope of participation of an L2 Party, L3 Parties shall be responsible for all consultant costs incurred for the Planning Study as set forth in Exhibit A, attached to this MOU and incorporated by this reference. Subject to the provisions of Subsection 2.4, CHWD and SJWD shall participate as L3 Parties.

2.4 Changing Participation Levels. L1 Parties may become L2 Parties upon the execution of an amendment to this MOU signed and approved by all existing L2 and L3 Parties. The amendment shall identify the new L2 Party's responsibility for Planning Study costs, including any costs incurred by the affected L2 and L3 Parties prior to the date of the amendment. L1 and L2 Parties may become L3 Parties upon the execution of an amendment to this MOU signed and approved by all L3 Parties. The amendment shall identify such Party's responsibility for Planning Study costs, including, if agreed to by such Parties, any costs incurred by the L3 Parties prior to the date of the amendment subject to any L2 Party's credit for costs incurred as an L2 Party. L2 and L3 Parties may become an L1 Party at any time prior to the award of the first Consultant Agreement (as defined below) with written notice to the other parties of this Agreement. On such election, the remaining L2 and L3 Parties shall re-allocate the costs of the Planning Study as provided for in Exhibit A. L2 and L3 Parties may become an L1 Party after the award of a Consultant Agreement for the Planning Study only in a written amendment to this MOU approved and signed by all other L2 and L3 Parties. Such amendment shall identify how costs of the Planning Study (those incurred to date and future costs) will be allocated between the Parties.

2.5 Dispute Resolution. If the L3 Parties disagree on a specific issue and a tie vote ensues on a decision on that issue under Subsection 2.3, the L3 Parties shall meet and confer and negotiate in good faith to resolve the issue. If the Parties are unable to resolve the specific issue in dispute after good faith negotiations, they shall either agree to: (1) appoint a panel composed of representatives of other Meter Replacement Program consortium parties to hear the disputed issue and render a decision in favor of one side or the other; or (2) engage an outside mediator to attempt to resolve the disputed issue. The L3 Parties may proceed with all other aspects of the Planning Study or Program Project not affected by the dispute. Nothing in this Subsection 2.5, however, prohibits any Party to the dispute from exercising its option to reduce its participation in this MOU to L2 or L1 Party status in accordance with Subsection 2.4.

3. Selection of Consultant and Approval of Planning Study.

3.1 Selection of Planning Study Consultant. Subject to the provisions of Section 2, CHWD shall issue the RFP and award any agreement with consultant(s) for the Planning Study (each a "**Consultant Agreement**"). CHWD shall follow and comply with the laws and regulations applicable to a California irrigation district when doing so. The Planning Study shall be overseen and administered by L2 and L3 Parties as provided in Section 2 of this Agreement.

3.2 Approval of Planning Study. Subject to the provisions of Section 2, each L2 and L3 Party shall approve the Planning Study. The approval shall be by the method preferred by that Party and shall be documented in a writing distributed to all other Parties.

4. Cost Sharing Procedure. CHWD shall pay all costs incurred under the Consultant Agreement(s). CHWD shall then provide all affected L2 and L3 Parties with invoices with sufficient supporting information based on their respective share of the costs. Affected L2 and L3 Parties shall reimburse CHWD for such costs within forty-five (45) days of the date of the invoice.

5. Further Program Activities. Upon completion of the Planning Study, the Parties may wish to collectively accomplish other Program activities (each a “**Program Project**”). Any Party wishing to propose a Program Project may do so with written notice to the other Parties that outlines the scope of the Program Project. Parties wishing to participate in the Program Project shall indicate their desire to do so in writing and whether they wish to participate in the same manner as an L1 Party, L2 Party (if the Program Project may be divided into a discrete component) or L3 Party and such parties shall be deemed L1, L2 or L3 Parties for purposes of the Program Project. Therefore, unless otherwise agreed to by such Parties in an amendment to this MOU, the methodology for sharing Program Project costs, allocation of decision-making authority, award of any consultant and similar agreements, and payment of and reimbursement for invoices shall be the same for the Program Project as set forth in Section 2 and 3 and Exhibit A. Parties may modify their level of participation in the Program Project in the same manner as set forth in Section 2.4.

6. Mutual Indemnification. To the maximum extent allowed by law, each Party hereby agrees to indemnify, defend, assume all liability for and hold harmless the other Parties and their officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses and attorneys’ fees), and/or personal injuries or death to any persons (collectively, “**Claims**”), arising out of or in any way connected to the negligence or willful misconduct of that Party, its officers, agents or employees in connection with or arising from any of the activities under this MOU.

7. No Waiver. The waiver by any Party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

8. Notices. Any notice or other communication (“Notice”) which any Party may desire to give to the other Parties under this MOU must be in writing and may be given by any commercially acceptable means, including via first class certified mail, personal delivery or overnight courier, to the Party to whom the Notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

CWD: Carmichael Water District

7837 Fair Oaks Blvd
Carmichael, CA 95608

CHWD: Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, CA 95610 (physical)

P.O. Box 286
Citrus Heights, CA 95611 (mailing)

FOWD: Fair Oaks Water District
10326 Fair Oaks Blvd.
Fair Oaks, CA 95628

OVWC: Orange Vale Water Company
9031 Central Avenue
Orangevale, CA 95662 (physical)

P.O. Box 620800
Orangevale, CA 95662 (mailing)

RWA: Regional Water Authority
5620 Birdcage Street, Ste. 180
Citrus Heights, CA 95610

SSWD: Sacramento Suburban Water District
3701 Marconi Avenue, Suite 100
Sacramento, CA 95821

SJWD: San Juan Water District
9935 Auburn Folsom Rd.
Granite Bay, CA 95746 (physical)

P.O. Box 2157
Granite Bay CA 95746 (mailing)

9. Interpretation; Venue.

9.1 Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings.

9.2 Venue. This MOU is made in Sacramento County, California. The venue for any legal action in state court filed by any Party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Sacramento.

10. Third-Party Beneficiaries. Nothing contained in this MOU shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

11. Severability. If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

12. Amendment of MOU. This MOU may be amended at any time by mutual agreement of the Parties. Unless approval of an amendment is within the authority of less than all Parties as provided in Section 2, any amendment shall be in writing and signed by all Parties. Notwithstanding the foregoing, any public agency or mutual water company located in Placer or Sacramento County not a signatory to this MOU may become an L1 Party upon the execution of a writing indicating its assent to be bound by the terms and conditions of this MOU applicable to L1 Parties. The form of such writing shall be developed by CHWD after consultation with all other Parties. In addition, any L1 Party may withdraw from this MOU with written notice to the other Parties.

13. Entirety of Contract. This MOU constitutes the entire agreement between the Parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

CARMICHAEL WATER DISTRICT

SAN JUAN WATER DISTRICT

By: _____
General Manager

By: _____
General Manager

CITRUS HEIGHTS WATER DISTRICT

By: _____
General Manager

FAIR OAKS WATER DISTRICT

By: _____
General Manager

ORANGE VALE WATER COMPANY

By: _____
General Manager

REGIONAL WATER AUTHORITY

By: _____
Executive Director

SACRAMENTO SUBURBAN WATER DISTRICT

By: _____
General Manager

EXHIBIT A

COST ALLOCATION METHODOLOGY

The costs of the Planning Study shall be allocated between the current L3 Parties based on their proportional share of metered customers or customers that are required to be metered (whether or not they actually are metered). The number of customer accounts and share of costs is set forth below:

	<u># of Meter Connections</u>	<u>% of Total</u>
CHWD	19,937	65.2%
SJWD	10,636	34.7%
TOTAL	30,573	100%

Any Party wishing to participate as an L2 or L3 Party may do so pursuant to the provisions of Section 2.4. In the event that an L2 Party is added to the MOU under Section 2.2, the methodology above shall be utilized when determining the L2 Party's responsibility for the cost of the Component provided that the number of metered customers or customers that are required to be metered (whether or not they actually are metered) shall be used when calculating the L2 Party and the other L3 Parties' responsibility for the cost of the Component.

Any buy-in fees paid by L2 Parties shall be applied to the total amount owed by the L3 Parties with the buy-in prorated among the L3 Parties in the same manner as costs are allocated as set forth above. If the buy-in fees exceed the amount owed for the completion of the Planning Study or any Program Activity, the balance shall be refunded to the L3 Parties prorated among the L3 Parties in the same manner as costs are allocated as set forth above.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 MEETING

SUBJECT : CONTRACT AMENDMENT WITH KIRBY’S PUMP AND MECHANICAL, INC. FOR PALM WELL PUMP AND MOTOR REPLACEMENT
 STATUS : Action Item
 REPORT DATE : April 10, 2018
 PREPARED BY : Brian Hensley, Water Resources Supervisor
 David Gordon, Operations Manager

OBJECTIVE:

Consider a contract amendment with Kirby’s Pump and Mechanical, Inc. for the replacement of the pump and motor for Palm Well.

BACKGROUND AND ANALYSIS:

The Palm Groundwater Well (Well) has experienced a lower groundwater production yield since early 2016. In early 2017, a service technician conducted a performance test and identified that the pump and motor needed to be replaced because of wear, and additional observations by the technician identified that a more comprehensive assessment of the well was required.

On March 14, 2017, the District Board approved an agreement with Kirby’s Pump & Mechanical to remove the existing pump and motor prior a needs assessment and to replace the Well’s existing pump and motor with a water-lubricated vertical turbine after the completion of the needs assessment. Additionally, the contract’s scope included video imaging of the Well for the needs assessment.

Moreover, as a follow-up to the technician’s recommendation to further assess the Well, in April 2017, the District hired Luhdorf and Scalmanini Consulting Engineers (LSCE) to perform a comprehensive needs assessment on the Sunrise and Palm Groundwater Wells. LSCE reviewed the drift survey log of the Palm Groundwater Well, as part of the assessment project, and discovered alignment issues that will require the use of a submersible pump in place of the planned water-lubricated vertical turbine. A pumping test was performed on the Palm Groundwater Well at the conclusion of the rehabilitation work to confirm the size of the pump and motor. The change in motor-type will require a contract amendment with Kirby’s Pump & Mechanical to cover the increase in cost for the submersible pump and motor.

The replacement of the pump and motor was budgeted in the 2017 Budget, and these funds have been encumbered. The 2017 Budget included \$115,000 for repairs and improvements to the Palm Groundwater Well. The original contract amount with Kirby’s Pump & Mechanical is for \$57,536.00. The proposed amendment to the Contract would be for \$56,428.75. This amount is within the budgeted improvements for the Palm Groundwater Well in the 2017 Budget.

Description	Amount
2017 Budget – C17-020 Palm Well (Encumbered)	\$ 115,000.00
Proposed Amended Total Contract Amount	\$ 113,964.75
REMAINING BUDGET	\$ 1,035.25

RECOMMENDATION:

Amend the contract with Kirby's Pump and Mechanical, Inc. in the amount of \$56,428.75 for the replacement of the pump and motor for Palm Well. Authorize the General Manager to sign any necessary paperwork to amend the contract.

ATTACHMENT:

- 1) Proposed Contract Order Request for the 2017 Citrus Heights Water District Palm Well Repair Project.
- 2) Agreement for Construction Services for the 2017 Citrus Heights Water District Palm Well Repair Project.

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

ATTACHMENT 1

**Proposed Contract Change Order Request for the 2017
CHWD Palm Well Repair Project**

CHANGE ORDER FORM**Citrus Heights Water District****Contract Change Order # 1****Project:** 2017 Citrus Heights Water District
Palm Well Repair Project**Change Order No.:** 1**Orig. Contract Amt./Time:** \$ 57,536.00**Contract No.:****Contractor:** Kirby's Pump & Mechanical, Inc.**Prev. Appvd. Changes:** \$**Owner:** Citrus Heights Water District**This Change:** \$ 56,428.75**Revised Contract Amt./Time:** \$113,964.75

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and Citrus Heights Water District, otherwise referred to as Owner.

Item No.	Description of Changes	Increase in Contract Amount	Contract Time Extension, Days
1	Substitute NSF61 compliant Submersible Pump and associated installation components	\$56,428.75	N/A
2			
	Totals	\$56,428.75	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initiated by or on behalf of both the Contractor and the Citrus Heights Water District.

The amount of the contract will be increased by the sum of \$56,428.75 and the contract time shall be extended by N/A working days. The undersigned Contractor approves the foregoing Change Order # as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

 (Signature) Contractor's Authorized Representative _____
Date

Recommended:

 (Signature) ****INSERT NAME, TITLE**** _____
Date

Approved:

 (Signature) ****INSERT NAME, TITLE**** _____
Date

Item No.	Justification for Change(s)
1	Change in pump type due to Well casing alignment issues.
2	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Citrus Heights Water District.

ATTACHMENT 2

**Agreement for Construction Services for the 2017
CHWD Palm Well Repair Project**

CITRUS HEIGHTS WATER DISTRICT

Agreement for Construction Services

2017 CITRUS HEIGHTS WATER DISTRICT

Palm Well Repair Project

This Agreement for construction services is made and entered into on this 29th day of MARCH 2017 by and between Citrus Heights Water District ("the **DISTRICT**") and Kirby's Pump and Mechanical, Inc. ("the **CONTRACTOR**"). The **DISTRICT'S** address is 6230 Sylvan Road, P.O. Box 286, Citrus Heights, California, 95611-0286, telephone number (916) 725-6873, facsimile number (916) 725-0345. The **CONTRACTOR'S** address is 3233 Fitzgerald Rd, Rancho Cordova, CA 95742, telephone number (916) 635-2735, and facsimile number (916) 635-6090. The **CONTRACTOR** is a corporation, having Taxpayer's Identification Number 68-0137696 and California State Contractor's License number 538234.

1. The Agreement. The **DISTRICT** and the **CONTRACTOR** agree that the **CONTRACTOR** shall perform construction services for the **DISTRICT** on the terms and conditions set forth herein in connection with the following documents which are attached hereto and incorporated herein as a part of this Agreement:

Exhibit A - Proposal for Construction Services (4 pages)

Exhibit B - General Contract Provisions (18 pages)

This Agreement, including said exhibits, constitutes the entire Agreement between the parties and supersedes any prior oral or written proposals, representations or understandings. This Agreement may be modified only by a written amendment signed by each party.

2. Term. This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of Directors, and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.
3. Payment. The **CONTRACTOR** shall at convenient intervals not more frequent than monthly submit itemized statements of services performed at the rates and charges in Exhibit B. The **DISTRICT** shall pay for work satisfactorily performed within Thirty (30) days after receipt of a statement. The total amount payable by the **DISTRICT** for the **CONTRACTOR'S** services pursuant to this Agreement shall not exceed \$ 57,536.00 without the prior written approval of the **DISTRICT**.

4. District Obligations. For providing the said 2017 Citrus Heights Water District Palm Well Repair Project as specified in this Agreement, the **DISTRICT** shall pay the **CONTRACTOR** the Unit Prices as set forth in Article 3 above.
5. Contractor's Obligations. For and in consideration of the promises and covenants made by the **DISTRICT** herein, the **CONTRACTOR** agrees to provide the services as described in Exhibit A attached hereto and do everything required by the **DISTRICT'S** Plans and Specifications which are incorporated herein.
6. Prevailing Wage. In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Project is to be performed. A copy of said wage rates is available upon request through the **DISTRICT** or the California Department of Labor and shall be made available to any interested party on request. It shall be mandatory upon the **CONTRACTOR** to whom the Work is awarded and upon any subcontractor under the **CONTRACTOR** to pay not less than said specified rates to all workers employed by them in the execution of the Work.
7. Amendments. Any amendment, modification, change order or variation from the terms of this Agreement shall be in writing, shall be signed by the **CONTRACTOR** and the **DISTRICT**, and shall be effective only upon approval by the **DISTRICT**.
8. Complete Agreement. This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.
9. Notice. All written notices to the parties hereto shall be sent by United States mail, postage prepaid, and addressed as follows:

DISTRICT:

Hilary M. Straus, General Manager
Citrus Heights Water District
P.O. Box 286
Citrus Heights, CA 95611-0286

CONTRACTOR:

Kirby's Pump and Mechanical, Inc.
3233 Fitzgerald Rd.
Rancho Cordova, CA 95742

10. Authority to Execute Agreement. Each person whose signature appears below represents that he/she is duly authorized to enter into this Agreement on behalf of the party indicated below, and that his/her signature legally binds the **DISTRICT** and the **CONTRACTOR** to the terms and conditions of this Agreement.

Dated: 3/29/17

CITRUS HEIGHTS WATER DISTRICT

Kirby's Pump and Mechanical, Inc.

Signature: 

Signature: 

Print Name: HOLLY M. STRAUS

Print Name: J Hammam

Title: GENERAL MANAGER

Title: Vice President

Date: 3/29/17

Date: 3/30/17

CITRUS HEIGHTS WATER DISTRICT

Proposal for Construction Services

CHWD Palm Well Repair Project

Between Citrus Heights Water District (“the **DISTRICT**”) and Kirby’s Pump and Mechanical, Inc. (“the **CONTRACTOR**”).

Dated March ____, 2017

GENERAL SCOPE OF SERVICES

The **CONTRACTOR** shall provide:

Qualified personnel to provide repair services for **DISTRICT'S Palm Well Repair Project**, elements of which include but are not limited to:

- Pull existing pump and install repaired/replaced pump
- Modify or replace existing column/shaft for water lubrication
- Rewind/replace existing motor to “Inverter Duty” specification
- Replace existing pump
- Well video

The **CONTRACTOR** shall be qualified to:

Repair of all pumps may include, but not limited to, line shafts, bearings, housing/frame, column pipe, complete rebuild of pump/motor unit, seals, impellers, rotor shaft, power/control cable attachments, thermal/moisture sensors, and all other appurtenant components. Furnish new replacement vertical turbine pumps, submersible well pumps, motors, and mechanical seals as needed. The Contractor shall provide the **DISTRICT** with its evaluation and recommendation, including cost estimates per project. All repair work shall be subject the **DISTRICT 'S** written approval prior to commencing any work by the Contractor.

The Contractor shall pickup/deliver pump and motor for repair.

CITRUS HEIGHTS WATER DISTRICT

Well Services Agreement

CHWD Palm Well Repair Project

In accordance with the Request for Bids, the undersigned, as bidder, declares that he/she has carefully examined the nature and locations of the proposed work, the condition of the sites at which the Project is to be constructed. Bidder proposes and agrees that if this proposal is accepted, he/she will contract with the District to, at his/her own cost and expense, do all the work and furnish all the equipment, materials and labor, necessary to completely perform said contract, in the manner and time prescribed by said Agreement and according to the requirements of the District, and to do all other things provided or called for by said Agreement form. Bidder will execute and/or provide all insurance certificates required by law and/or by said Agreement, all in accordance to and subject to all applicable laws, and that he/she will take in full payment therefor the following unit prices:

PROPOSAL ITEM PRICING

General	Qty	Price
Removal of motor, discharge head & pump, bail oil from well	Ea	\$2,750.00
Installation of motor, discharge head & pump	Ea	\$2,900.00
Well Video	Ea	\$650.00

Pump/Motor		
New pump	Ea	\$10,375.00 (8.25%) - \$11,231.00
Convert/replace material for water-lube conversion	Ea	\$26,355.00
Rewind existing motor to "Inverter Duty" specification	Ea	\$13,650.00

Total	\$57,536.00
--------------	--------------------

After the Contractor is issued the Notice to Proceed, the Contractor shall commence the work within fourteen (14) calendar days.



KIRBY'S PUMP AND MECHANICAL, INC.

■ PUMP REPAIR
 ■ INSTALLATION
 3233 FITZGERALD ROAD
 RANCHO CORDOVA, CA 95742
 TELEPHONE (916) 635-2735
 FAX (916) 635-6090
 CONTRACTOR LIC. #538234

Brian Hensley
 Water Resources Supervisor
 Citrus Heights Water District
 PO Box 286
 Citrus Heights, CA 95611-0286

March 2, 2017

Palm Avenue Well

Pull existing pump - \$2750.00
 Well video - \$ 650.00
 Install - \$ 2900.00

Convert pump to water-lube –

Option #1 – Re-use existing column. Furnish new stainless steel water-lube inner column, run-dry bearings to the static water table, rubber bearings below static water table; modify existing head for water lubrication.

\$22,630.00

Option #2 – Provide all new material for water-lube conversion.

\$26,355.00

The above is predicated on a pump setting of 230'

200 Hp Motor – Rewind existing motor; replace bearings; install heaters and thermostats; install grounding rings and provide Belzona coatings on housing surfaces. Winding wire will be inverter duty rated.

\$13,650.00

Option #1 – Furnish new motor

\$14,710.00 plus tax




KIRBY'S PUMP AND MECHANICAL, INC.

■ PUMP REPAIR
■ INSTALLATION
3233 FITZGERALD ROAD
RANCHO CORDOVA, CA 95742
TELEPHONE (916) 635-2735
FAX (916) 635-6090
CONTRACTOR LIC. #538234

Furnish new pump – Brian, I looked back the results of efficiency testing prior to rehab in 1998 and assuming that you can get back to 40-45 gpm/ft-dd, at 1,500 gpm the pumping water level would be around 210'. I believe that the original system pressure at Palm was 80-90 psi, so that would put the total head at 420'. At 1,400 gpm the head would be around 415', and at 1,300 gpm, around 410'.

New bowl price - \$10,375.00 plus tax


George Collier
Kirby's Pump & Mechanical, Inc.

General Contract Provisions

Palm Well Repair Project

Construction Services Agreement by and between
Citrus Heights Water District ("the **DISTRICT**") and
Kirby's Pump & Mechanical, Inc. ("the **CONTRACTOR**")
Dated _____

Each of the following provisions are incorporated in and are a part of the above-captioned Agreement.

1. Ability to Perform. The **CONTRACTOR** shall possess, or arrange through subcontractors, all capital and other equipment, labor, materials and licenses necessary to carry out and complete the work under this Agreement in compliance with any and all federal, state, county, city, and special district laws, ordinances and regulations and according to drawings and specifications prepared by the **DISTRICT**.
2. Responsibility of Accuracy. The **CONTRACTOR** shall obtain all necessary measurements from the work to be provided under the Agreement and shall supervise such work for accuracy.
3. Examination by Contractor. The **CONTRACTOR** shall by careful examination ascertain the following: (1) the nature and location of the project; (2) the condition on the ground on which the project is to be constructed; (3) the character, quality, and quantity of the materials, equipment, and facilities necessary to complete the project; (4) the general and local conditions pertaining to the project; and (5) all other matters that in any way can affect the performance of the Agreement by the **CONTRACTOR**. The **CONTRACTOR** enters into this Agreement solely because of the results of that examination and not because of any representations pertaining to the project or the completion of the project made to the **CONTRACTOR** by the **DISTRICT** and not contained in this Agreement.
4. Laws to be Observed. The **CONTRACTOR** shall keep itself fully informed of and shall observe and comply with all applicable federal and state laws and county, city, and special district ordinances, regulations and adopted codes during its performance of the work.
5. Inspection. All work done and all materials furnished under this Agreement shall be subject to the inspection and approval of the **DISTRICT** and the County of Sacramento. The **DISTRICT** shall make recommendations where appropriate to reject any work not conforming to the intended design. The **CONTRACTOR** shall be responsible for coordinating County of Sacramento inspections as necessary. The **CONTRACTOR** shall furnish the **DISTRICT** with every reasonable opportunity for the **DISTRICT** to

Exhibit B

ascertain that the services of the **CONTRACTOR** are being performed in compliance with the requirements and intentions of this Agreement. The **CONTRACTOR** shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the work. Any unsatisfactory materials shall be rejected, and removed from the project site immediately, notwithstanding that they may have been overlooked by the inspector. The inspection of the work, or any part thereof, shall not relieve the **CONTRACTOR** of any of its obligations to perform satisfactory work as herein prescribed.

6. Records, Documents and Audit Rights. The **CONTRACTOR** shall maintain adequate records, provide periodic status reports to the **DISTRICT**, and deliver to the **DISTRICT** all drawings, records, data and reports prepared or obtained in the performance of the Agreement which shall be and remain the property of the **DISTRICT**. The **CONTRACTOR** shall retain the **CONTRACTOR'S** books, documents, papers, materials, payrolls, records, accounts, computer disks, tapes and all data relevant to the Agreement for a minimum of three (3) years following under this Agreement and shall permit the **DISTRICT** and its authorized representatives to examine, re-examine, make excerpts, transcribe and copy such items at any reasonable time within three (3) years after the date of recordation of the "Notice of Completion" under the Agreement. The **CONTRACTOR** shall also permit the **DISTRICT** and its authorized representatives to audit and verify statements, invoices or bills submitted by the **CONTRACTOR** pursuant to the Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to **CONTRACTOR** and shall conduct audit(s) during **CONTRACTOR'S** normal business hours, unless **CONTRACTOR** otherwise consents the **CONTRACTOR** shall provide such assistance as may be reasonably required in the course of such examination and audit.
7. Confidentiality. The **CONTRACTOR** shall treat any information it may come to have relating to this Agreement with confidence, revealing information to third parties only with the prior written approval of the **DISTRICT**.
8. Charges and Liens. The **CONTRACTOR** must pay all charges incurred by the **CONTRACTOR** for labor and materials used in the construction of the project as they become due. If the **CONTRACTOR** fails to pay any such charge, the **DISTRICT** may pay the charge on the **CONTRACTOR'S** behalf and will be reimbursed by the **CONTRACTOR**, on request, for the payment. The **DISTRICT**, however, will not be entitled to collect from the **CONTRACTOR** any greater amount under this paragraph than the amount actually paid by the **DISTRICT** in settlement or discharge of the charge.
9. Safety - General. The **CONTRACTOR** shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the work, the **CONTRACTOR** shall at all times, exercise all necessary precautions for the safety of employees and the public appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial

Exhibit B

Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (OTETA) as applicable. Safety precautions as applicable shall include instructions in accident prevention for all employees and the public such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries.

10. Safety - Traffic. The **CONTRACTOR** shall be responsible for the safety of traffic, both vehicular and pedestrian, within the work area limits and on the approaches to the work area. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each work day and at other times when construction operations are suspended for any reason, the **CONTRACTOR** shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic. Traffic control shall meet the standards and requirements of the California Department of Transportation (CalTrans) and the County of Sacramento.
11. Materials and Equipment Storage. The **CONTRACTOR** must, on completion of the project, remove all debris and surplus materials from the project site and the **DISTRICT** property, if applicable, and sweep all paved or concrete surfaces to leave them free of debris and loose dirt or dust. All storage of materials and equipment within the encroachment of the County of Sacramento shall be coordinated with the **DISTRICT** and the County of Sacramento.
12. Daily Clean Up. The **CONTRACTOR** must, daily, remove all debris from the project site and sweep all paved or concrete surfaces to leave them free of debris and loose dirt or dust. All sheeting, plating, and applicable safety and traffic devices shall be in place at all times.
13. Subcontracting and Assignment. The **CONTRACTOR** shall not, without the written consent of the **DISTRICT**: (a) substitute any party as contractor in place of the subcontractor designated in the original bid; or (b) permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed on the bid. Such substitution shall be done in conformance with the Subletting and Subcontracting Fair Practices Act, Section 4100 and following of the Public Contract Code of the State of California. No subcontracting or assignment shall be permitted which would relieve the original **CONTRACTOR** or his surety of their responsibilities under the Agreement.

The Agreement shall not be assignable or transferable in whole or in part by the **CONTRACTOR**, whether voluntarily or by operation of law provided, however, that the **CONTRACTOR** with the prior written consent of the **DISTRICT** may subcontract that portion of the services for which the **CONTRACTOR** does not have the facilities to perform. Any other purported assignment, transfer or subcontracting shall be void. Nothing in the Agreement shall be construed to give any right or benefit to anyone other than the **DISTRICT** and the **CONTRACTOR**.

Exhibit B

The **CONTRACTOR** may assign monies due or to become due him under the Agreement and such assignment will be recognized by the **DISTRICT** if given proper written notice thereof, to the extent permitted by law, but any assignment of monies shall be subject to all deductions provided for in the Agreement, and all money withheld shall be subject to use by the **DISTRICT** for the completion of the work in the event that the **CONTRACTOR** should be in default therein.

14. Non-Recognition of Subcontractors. No subcontractor will be recognized as such, and all persons engaged in the work under this contract will be considered as employees of the **CONTRACTOR**, and their work shall be subject to all the provisions of the contract. The **DISTRICT** and its representatives will deal only with the **CONTRACTOR** who shall be responsible for the proper execution of the entire work.
15. Interests of Contractor. The **CONTRACTOR** covenants that it presently has no interest, and shall not acquire any interest, direct, indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The **CONTRACTOR** further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The **CONTRACTOR** certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the **DISTRICT**. It is hereby expressly agreed that, in the performance of the work hereunder, the **CONTRACTOR** shall at all times be deemed an independent contractor and not an agent or employee of the **DISTRICT**.
16. Payment of Prevailing Wages.
 - 16.1 DIR Registration - Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the **CONTRACTOR** under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the **CONTRACTOR** and all Subcontractors of any tier. The failure of the **CONTRACTOR** and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the **CONTRACTOR**'s default of a material obligation of the **CONTRACTOR** under the Contract Documents.
 - 16.2 No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
 - 16.3 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the **CONTRACTOR** under the Contract Documents is the **CONTRACTOR**'s verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The **CONTRACTOR** shall not permit or allow any Subcontractor of any tier to perform any Work without the

Exhibit B

CONTRACTOR's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- 16.4 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the **CONTRACTOR's** Subcontractor List submitted with the **CONTRACTOR's** proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the **CONTRACTOR** shall request the District's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).
17. Certified Payroll Records.
- 17.1 Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the **CONTRACTOR** under the Contract Documents is: (i) the **CONTRACTOR's** strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the **CONTRACTOR's** enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- 17.2 Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the District's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the **CONTRACTOR**. The **CONTRACTOR** shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPR's submitted by the **CONTRACTOR** and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District's obligations under the Contract Documents unless the **CONTRACTOR's** demonstrates strict compliance with CPR preparation and submittal requirements.
- 17.3 PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the **CONTRACTOR** and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.
18. Record of Wages Paid Inspection. Pursuant to Labor Code section 1776, **CONTRACTOR** stipulates to the following:
- 18.1 **CONTRACTOR** and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight

Exhibit B

time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- 18.2 The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of **CONTRACTOR** on the following basis:
- A. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - B. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - C. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by **CONTRACTOR**, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of **CONTRACTOR**.
 - D. **CONTRACTOR** shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
 - E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the District, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number.

Exhibit B

The name and address of **CONTRACTOR** awarded the contract or performing the contract shall not be marked or obliterated.

- F. **CONTRACTOR** shall inform the District of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- G. In the event of noncompliance with the requirements of this Article, **CONTRACTOR** shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects **CONTRACTOR** must comply with this Article. Should noncompliance still be evident after such 10-day period, **CONTRACTOR** shall pay a penalty of One-Hundred Dollars (\$100.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.
- F. The responsibility for compliance with this Article shall rest upon **CONTRACTOR**.

19. Hours of Work. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, **CONTRACTOR** stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by **CONTRACTOR** or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of **CONTRACTOR** in excess of eight (8) hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

CONTRACTOR shall pay to the District at a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of these Construction Provision by **CONTRACTOR** or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article # (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by **CONTRACTOR** is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.

Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of **CONTRACTOR** and in compliance with applicable ordinances.

20. Apprentices. All apprentices employed by **CONTRACTOR** to perform services under these Construction Provisions shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at section 3070), Division 3 of the Labor Code, are eligible to be employed under these Construction Provisions. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

When **CONTRACTOR** to whom the work under Construction Provision is awarded by the District or any subcontractor under **CONTRACTOR**, in performing any of the work under the Construction Provisions, employs workers in any apprenticeable craft or trade, **CONTRACTOR** and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work, for a certificate approving **CONTRACTOR** or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. **CONTRACTORS** or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in section 1777.5, of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

“Apprenticeable craft or trade” as used in Labor Code section 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

CONTRACTOR, or any subcontractor which, in performing any of the work under this Facilities Lease, employs journeymen or apprentices in any apprenticeable craft or trade

Exhibit B

and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the site and the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that **CONTRACTOR** employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. **CONTRACTOR** or subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code section 227.

The responsibility of compliance with Labor Code section 1777.5 and this Article for all apprenticeable occupations is with **CONTRACTOR**.

The interpretation and enforcement of sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

21. Liability Insurance. The **CONTRACTOR** will file with the **DISTRICT**, before beginning professional services, certificates of insurance satisfactory to the **DISTRICT** evidencing satisfactory coverage limits. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, or as otherwise approved by the **DISTRICT**. The retroactive date (if any) is to be no later than the effective date of this agreement.

The **CONTRACTOR** shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. The **CONTRACTOR** shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

In the event that the **CONTRACTOR** employs other **CONTRACTORS** (**SUBCONTRACTORS**) as part of the work covered by this agreement, it shall be the **CONTRACTOR'S** responsibility to require and confirm that each **SUBCONTRACTOR** meets the minimum insurance requirements specified above.

- 21.1 Certificates of Insurance. The **CONTRACTOR** will file with the **DISTRICT**, before beginning professional services, certificates of insurance satisfactory to the **DISTRICT** evidencing:

- A. **Coverage.** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

Exhibit B

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Coverage for Professional Liability appropriate to the **CONTRACTOR'S** profession covering the **CONTRACTOR'S** wrongful acts (negligent acts, errors or omissions).
3. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

B. **Limits.** The **CONTRACTOR** shall maintain limits no less than the following:

1. General liability - coverage of not less than one million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policy, whichever is greater for bodily injury, personal injury and property damage; two million dollars (\$2,000,000) general and products-completed operations aggregate (if used).
2. Professional Liability - coverage of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate or the limits of the policies available, whichever is greater.
3. Auto liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
4. Workers' compensation (statutory limits) and employer's liability - one million dollars (\$1,000,000) (if applicable).

21.2. Required Provisions. The coverages specified in Section 7.1.A. are to contain or be endorsed to contain the following provisions:

- A. The general liability coverage shall give the **DISTRICT**, its directors, officers, employees, and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 10 and CG 20 37 forms (if later revisions used).
- B. The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the **DISTRICT**, its directors, officers, employees, or authorized volunteers shall not contribute to it".
- C. Coverage is to be placed with a carrier with an A.M. Best rating of no less

Exhibit B

than A- : VII, or equivalent, or as otherwise approved by the **DISTRICT**.

D. The coverage shall contain no special limitations on the scope of protection afforded to the **DISTRICT**, its directors, officers, employees, or authorized volunteers.

21.3 Other Requirements. For any claims arising out of the services to be performed hereunder pursuant to Exhibit A, the **CONTRACTOR'S** insurance shall be primary insurance as respects the **DISTRICT**, its directors, officers, employees, agents and volunteers.

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

The **CONTRACTOR'S** insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by regular mail has been given to the **DISTRICT**.

Except for Professional Liability, the **CONTRACTOR'S** insurance shall be a per-occurrence policy such that the **CONTRACTOR** will be insured for all claims filed during or after the termination of the Agreement until all relevant statutes of limitations have expired.

In the event that the **CONTRACTOR** employs other **CONTRACTORS** (**SUBCONTRACTORS**) as part of the work covered by this agreement, it shall be the **CONTRACTOR'S** responsibility to require and confirm that each **SUBCONTRACTOR** meets the minimum insurance requirements specified above.

If any of the required coverages expire during the term of this agreement, the **CONTRACTOR** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the **DISTRICT** at least ten (10) days prior to the expiration date.

21.4. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the **DISTRICT**. At the option of the **DISTRICT**, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Any insurance, pooled coverage or self-insurance maintained by the **DISTRICT**, its directors, officers, employees and volunteers shall not contribute to it.

22. Workers' Compensation and Employer's Liability Insurance. The **CONTRACTOR** and all subcontractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the **CONTRACTOR** shall defend, protect and hold harmless the **DISTRICT**, its directors, officers, employees, agents and authorized volunteers from and against all claims, suits, and actions arising from any failure of the **CONTRACTOR** or any subcontractor to maintain such insurance. Before beginning work, the **CONTRACTOR** shall furnish to the **DISTRICT** satisfactory proof that it has taken out for the period covered by the work under this contract, full compensation insurance for all persons employed directly by it or through subcontractor(s) in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The **CONTRACTOR** shall provide employer's liability insurance in the amount of at least one million dollars (\$1,000,000) per accident for bodily injury and disease.

The **CONTRACTOR** shall provide the **DISTRICT** with a certificate of Workers' Compensation and Employer's liability insurance coverage.

23. Subcontractor Insurance. The **CONTRACTOR** must require each subcontractor employed by the **CONTRACTOR** to perform labor on the project to do the following: (1) to procure and maintain during the performance of the labor, at the subcontractor's own cost and expense, a policy of workers' compensation or employer's liability insurance for the protection of the subcontractor's employees (including executive, managerial, and supervisory employees) engaged in work on the project, and (2) to deposit with the **CONTRACTOR** a certificate satisfactory to the **CONTRACTOR** evidencing that insurance. The **CONTRACTOR** will provide the **DISTRICT** with a copy of that certificate.

24. Evidences and Cancellation of Insurance. Prior to execution of the contract, the **CONTRACTOR** shall file with **DISTRICT** evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. For general liability coverage, such evidence shall include original copies of the additional insured endorsement signed by the insurer's representative and certificate of insurance. All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by regular mail, written notice to the **DISTRICT** at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

Exhibit B

25. Indemnification. **CONTRACTOR** shall indemnify and hold harmless and defend **DISTRICT** to the fullest extent permitted by law, its directors, officers, employees, agents and volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including **CONTRACTOR**, or any directors, officers, employees, agents and volunteers of **DISTRICT** or **CONTRACTOR**, and damages to or destruction of property of any person, including but not limited to, **DISTRICT** and/or **CONTRACTOR** and their directors, officers, employees, agents and volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, caused by the **CONTRACTOR'S** or the **CONTRACTOR'S** agents negligent acts, errors or omissions committed or alleged to have been committed; and
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the **CONTRACTOR**; and
- C. In complying with Sections A & B, supra, the **CONTRACTOR** shall retain and compensate legal counsel chosen by the **DISTRICT**.

The **CONTRACTOR** shall defend, at the **CONTRACTOR'S** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against the **DISTRICT** or the **DISTRICT'S** directors, officers, employees, agents and volunteers.

The **CONTRACTOR** shall pay and satisfy any judgment, award or decree that may be rendered against the **DISTRICT** or its directors, officers, employees, agents and volunteers, in any such suit, action or other legal proceeding.

The **CONTRACTOR** shall reimburse the **DISTRICT** and its directors, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

The **CONTRACTOR** agrees to carry insurance for this purpose as set out in the specifications for the entire duration of this Agreement. The **CONTRACTOR'S** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the **DISTRICT**, or its directors, officers, employees, agents and volunteers.

26. Guarantee. Excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, the **CONTRACTOR** guarantees all work executed by him or

Exhibit B

her and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to the **DISTRICT** as a part of the work pursuant to this Agreement, to be free of all defects of workmanship and materials for a period of one (1) year after the date of recordation of the "Notice of Completion" by the **DISTRICT** of work performed. The **CONTRACTOR** shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge of any nature whatsoever to the **DISTRICT**.

27. Failure to Comply with Guarantee. In the event that the **CONTRACTOR** shall fail to comply with the conditions of the guarantee as stated above within seven (7) calendar days time, after being notified of the defect in writing, the **DISTRICT** shall have the right, but shall not be obligated to repair, or obtain the repair of the defect and the **CONTRACTOR** shall pay to the **DISTRICT** on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, the **DISTRICT** shall have the right to immediately repair, or cause to be repaired, such defect, and the **CONTRACTOR** shall pay to the **DISTRICT** on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of the **DISTRICT**.
28. Liquidated Damages. In the event that the **CONTRACTOR** does not meet the work completion date specified in its Proposal for Construction Services, the award amount shall be reduced in the amount of **five hundred dollars (\$500.00) per calendar day** for each and every day which exceeds the completion date specified in said Proposal. As the delay in the completion of the work could seriously affect the public and the efficient operation of the District to an extent incapable of precise calculation, said reduction is established as the nearest measure of damages for such delay that can be fixed at this time, and is not established as a penalty or forfeiture for the breach of agreement to complete the work. Said reductions may be invoked if completion of work exceeds the specified time for any reason.
29. Extra Work. The **CONTRACTOR** shall do no extra work not shown on the present drawings and specifications except upon the authorization of the **DISTRICT**. The **DISTRICT** Water Resources Supervisor or a designated alternate shall be allowed a reasonable opportunity to review the work in question and provide direction. If the **DISTRICT** Water Resources Supervisor authorizes extra work, the costs thereof will be added to the monthly invoice upon the completion of the extra work. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved as

Exhibit B

outlined below by submission and approval of Daily Extra Work Reports to the **DISTRICT** Water Resources Supervisor. The **CONTRACTOR'S** representatives at the work site(s) have the authority to execute such written change for the **CONTRACTOR**.

30. Daily Extra Work Reports. Extra work not shown on the present drawings and specifications shall be tabulated on a suitable Daily Extra Work Report provided by the **CONTRACTOR** at the end of each day. Said report shall include a description of the extra work and all hours expended for the extra work for labor, equipment and materials. Each employee of the **CONTRACTOR** shall be listed by name and job title, and each piece of equipment shall be listed by name. All additional materials which are not part of any Contract bid item shall be listed. All work done by all subcontractors as extra work shall be listed with hours tabulated. All Daily Extra Work Reports shall be reviewed and signed by the District Inspector verifying agreement of hours tabulated by the end of each daily shift. Daily Extra Work Reports presented for Inspector review after five (5) business days from the date of the work will be rejected as not in compliance with these Contract provisions.
31. Potential Change Order Submittals. Daily Extra Work Reports signed by the District Inspector shall be extended to show all costs by the **CONTRACTOR** and submitted to the **DISTRICT** Water Resources Supervisor. All costs shown for subcontractors shall be documented with copies of complete invoices from said subcontractors.
32. Change Orders. The **DISTRICT** Water Resources Supervisor shall review the Daily Extra Work Reports, and upon satisfaction of accuracy and completeness, will issue a Change Order for signature by the **CONTRACTOR**. No Change Orders shall be included on any Monthly Progress Payment until both the **DISTRICT** Water Resources Supervisor and **CONTRACTOR** have approved with signature. Daily Extra Work Reports submitted to the **DISTRICT** Water Resources Supervisor after thirty (30) calendar days from the date of the work will be rejected as not in compliance with these Contract provisions.
33. Retention of Sums Charged Against Contractor. When, under the provisions of this Agreement, the **DISTRICT** shall charge any sum of money against the **CONTRACTOR**, the **DISTRICT** shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due the **CONTRACTOR** from the **DISTRICT**. If, on completion or termination of the Agreement, sums due the **CONTRACTOR** are insufficient to pay the **DISTRICT'S** charges against the **CONTRACTOR**, the **DISTRICT** shall have the right to recover the balance from the **CONTRACTOR**.
34. No Waiver By Payment. Payment to the **CONTRACTOR** of any progress payment or the full contract price or occupation of the project by the **DISTRICT** shall not relieve **CONTRACTOR** of liability for defective materials or workmanship used in the completion of the project or for failure to construct the project according to the drawings and specifications mentioned in this Agreement. Acceptance by the **CONTRACTOR** of

any payment provided for in this Agreement shall be a representation by the **CONTRACTOR** to the **DISTRICT** that all work performed before the payment became due has been completed by the **CONTRACTOR** in accordance with the terms of the Agreement and according to the specifications.

35. Termination. If the **CONTRACTOR** commits any of the acts specified in this paragraph, the **DISTRICT**, without prejudice to any other rights or remedies given the **DISTRICT** by law or by this Agreement, do the following by giving three (3) days written notice by express mail, for delivery by the next business day to the **CONTRACTOR**: terminate the services by the **CONTRACTOR** under this Agreement; take possession of the project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the project by whatever method the **DISTRICT** deems appropriate. The effective termination date shall be three (3) calendar days after delivery of the notice of termination to the **CONTRACTOR**. The **CONTRACTOR** will be deemed to have committed an act covered by this paragraph if the **CONTRACTOR** is adjudged bankrupt or does any of the following:
- A. Makes a general assignment of the **CONTRACTOR'S** rights and obligations under the Agreement for the benefit of the **CONTRACTOR'S** creditors;
 - B. Refuses or fails, except when there are unavoidable delays and defaults, to supply enough properly skilled workers or proper materials to complete the project in the time specified in this Agreement;
 - C. Fails to make prompt payment to the subcontractors, laborers, or material suppliers for labor performed on or materials furnished to the project;
 - D. Persistently disregards any law or ordinance relating to the project or the completion of the project: or
 - E. Otherwise commits a substantial violation of any provision of this Agreement.

If the **DISTRICT** terminates the services of the **CONTRACTOR** under this provision, the **CONTRACTOR** will not be entitled to receive any further payment under this Agreement.

36. Temporary Suspension of Work. The **DISTRICT** shall have the authority to suspend the work wholly or in part, for any time period as the **DISTRICT** deems necessary, due to unsuitable weather, or to such other conditions considered unfavorable for the suitable prosecution of the work, or for any time period as the **DISTRICT** deems necessary due to the failure on the part of the **CONTRACTOR** to carry out orders given, or to perform any provision of the Agreement. The **CONTRACTOR** shall immediately comply with the written order of the **DISTRICT** to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as

ordered or approved in writing by the **DISTRICT**. The **DISTRICT** shall not be liable for damages which the **CONTRACTOR** could have avoided by any reasonable means, such as judicious handling of forces, equipment, or material type. The determination of what damages the **CONTRACTOR** could have avoided will be made by the **DISTRICT**.

The **CONTRACTOR** shall be compensated for damages incurred due to delays for which the **DISTRICT** is responsible. Such actual costs or calendar days will be determined by the **DISTRICT**.

37. Weather Damage. The **CONTRACTOR** shall be responsible for securing the work area and storage sites to protect against any weather damage. Said protection shall comply with the approved Storm Water Pollution Prevention Plan. The **DISTRICT** shall not be responsible for any additional costs or time delays incurred by the **CONTRACTOR** to restore the work area and storage area to suitable and safe working conditions as determined by the **DISTRICT**.
38. Accidents. The **CONTRACTOR** shall provide and maintain, in accordance with Labor Code Section 6708 and OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else that may be injured in connection with the work.

The **CONTRACTOR** shall promptly report in writing to the **DISTRICT** Water Resources Supervisor all accidents whatsoever arising out of or in connection with, the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messengers to the **DISTRICT** and the Water Resources Supervisor.

If any claim is made by anyone against the **CONTRACTOR** or any subcontractor on account of any accident, the **CONTRACTOR** shall promptly report the facts in writing to the **DISTRICT** and the Water Resources Supervisor, giving full details of the claim.

39. Final Inspection. The **CONTRACTOR** shall request from the **DISTRICT** in writing a Final Inspection upon completion of the project.
40. Notice of Completion. The **DISTRICT** will execute and record a "Notice of Completion" of the project within forty-five (45) calendar days after the final inspection and approval of the project.
41. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
42. Captions and Headings. Captions and headings in the Agreement are solely for convenience in locating certain provisions and shall not be construed as limiting,

Exhibit B

expanding or otherwise affecting the provisions of this Agreement.

43. Notices. Any notice or other communication to either party hereto shall be personally delivered to the party or sent by first class, registered, or certified mail, with postage fully prepaid, or by any recognized overnight delivery service and addressed to the **DISTRICT** or the **CONTRACTOR** at their respective addresses as set forth elsewhere in this Agreement, or to such other address as either party may from time to time designate by notice to the other given in accordance with this paragraph.

-----END OF EXHIBIT B-----

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 18, 2018 MEETING

SUBJECT : CORPORATION YARD UPDATE
STATUS : Information Item
REPORT DATE : April 5, 2018
PREPARED BY : Missy Pieri, Engineering Manager/District Engineer

Engineering Manager/District Engineer Missy Pieri will provide an update on the status of the Corporation Yard Safety Improvements Construction Project currently under construction by PnP Construction, Inc. Construction support throughout the project is being provided by CHWD's construction manager, Domenichelli and Associates.