

**BOARD MEETING AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT (CHWD)  
April 11, 2017 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 Regular Meeting – March 14, 2017
- CC-1b. Minutes of Special Meeting of February 27, 2017
- CC-1c. Minutes of Special Meeting of February 28, 2017
- CC-1d. Minutes of Special Meeting of March 1, 2017
- CC-1e. Minutes of Special Meeting of March 2, 2017
- CC-2. Revenue Analysis Report for March 2017
- CC-3. Assessor/Collector's Roll Adjustment for March 2017
- CC-4. Treasurer's Report for March 2017
- CC-5. Treasurer's Report of Fund Balances for March 2017
- CC-6. Operations Budget Analysis for March 2017
- CC-7. Capital Projects Summary March 2017
- CC-8. Warrants for March 2017
- CC-9. CAL-Card Distributions for March 2017
- CC-10. Summary of 2017 Employees, Officers and Directors Training Courses, Seminars and Conference

- CC-11. Project Management and Engineering Departmental Report  
Significant assignments and activities for the Project Management and Engineering Department are summarized.
- CC-12. Operations Departmental Report  
Monthly report on construction and maintenance activities.
- CC-13. 2017 Water Supply – Purchased and Produced  
Report on annual water supply including comparison with prior years.
- CC-14. Water Supply Reliability  
Receive status report on surface water supplies available to the Citrus Heights Water District (District).
- CC-15. Policy Amendments for Board of Directors Benefits  
Consider Amendments to Policy 4210, Health Insurance; Policy 4211, Dental Insurance; and Policy 4212, Vision Insurance.
- CC-16. Water Efficiency Program Update  
Monthly report on Water Efficiency program activities.

#### **PRESENTATIONS:**

- P-1. Introduction of new San Juan Water District General Manager Paul Helliker
- P-2. Corporation Yard 90% Design Improvements (I/D)  
Overview of Design Corporation Yard Improvements.

#### **BUSINESS:**

- B-1. Business Process Review of Utility Billing Software and Discussion and Possible Action to Approve Agreement with Invoice Cloud (I/D/A)  
Consider approval of agreement with Invoice Cloud.
- B-2. Amendments to the Citrus Heights Water District Injury Illness Prevention Program (IIPP) (A)  
Discussion and possible action to update CHWD's IIPP as follows:  
A) Confined Space Program.  
B) Respirator Program.
- B-3. Proposed Legislation Regarding Executive Order (EO) B-37-16 (Water Conservation Mandates) (I/D/A)  
Update the Board and receive direction concerning proposed State legislation, Assembly Bill (AB) 1654.
- B-4. Discussion and Possible Action to Approve New "Option to Purchase and Purchase and Sale Agreement" Template (A)  
Consider approving new agreement template for use with the purchase of District property.

- B-5. Discussion and Possible Action to Approve New Test Hole Drilling Contract Template (A)  
Consider approving new agreement template for use when drilling test holes for future wells.
- B-6. Discussion and Possible Action to Approve Realtor Agreement Template (A)  
Consider approving new agreement template for use with the purchase and sale of District property and/or when requiring real estate services.

**PUBLIC HEARING:**

- PH-1. Discussion and Possible Action to Approve an Update to the Board of Directors Compensation Ordinance (A)  
Conduct Public Hearing and Consider Adoption of Ordinance 01-2017.

**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 (Straus).
- D-6. Sacramento Local Agency Formation Commission (Riehle).
- D-7. City of Citrus Heights (Pieri).
- D-8. Chamber of Commerce Government Issues Committee (Gordon/Meurer).
- D-9. RWA Lobbying Program Update (Gordon/Meurer).
- D-10. Other Reports.

**MANAGEMENT SERVICES REPORTS (I):**

- MS-1. Employee Recognition.
- MS-2. Long Range Board Agenda.

**CORRESPONDENCE:**

None.

**CLOSED SESSION:**

None.

**FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:**

May 16, 2017	6:30 PM	Rescheduled Regular Meeting
June 13, 2017	6:30 PM	Regular Meeting
July 11, 2017	6:30 PM	Regular Meeting
August 8, 2017	6:30 PM	Regular Meeting
September 12, 2017	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.



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Hilary M. Straus, General Manager/Secretary

Dated: April 6, 2017

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CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING MINUTES  
MARCH 14, 2017

The Regular Meeting of the Board of Directors was called to order at 6:33 p.m. by President Sheehan and roll was called. Present were:

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

Management Staff:

Hilary M. Straus, General Manager  
Paul A. Dietrich, Project Manager  
David M. Gordon, Operations Manager  
Susan K. Sohal, Accounting Supervisor  
Rex W. Meurer, Water Efficiency Supervisor

**VISITORS:**

Judith Albietz, retiring General Counsel  
Oliver Yee, in-coming Employment Practices Counsel  
Steve Anderson, in-coming General Counsel  
Robert Churchill, former General Manager  
Leah Churchill  
Vincent Catalano, CHWD's Benefits Broker

**PLEDGE OF ALLEGIANCE:**

Board President Caryl Dains led the Pledge of Allegiance.

**PUBLIC COMMENT:**

None.

**CONSENT CALENDAR:**

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

Minutes of the Regular Meeting – February 14, 2017.  
Revenue Analysis Report for February 2017.  
Assessor/Collector's Roll Adjustment for February 2017.  
Treasurer's Report for February 2017.  
Treasurer's Report of Fund Balances for February 2017.

Operations Budget Analysis for February 2017.  
Capital Improvements Budget Analysis for February 2017.  
Warrants for February 2017.  
CAL-Card Purchases for February 2017.  
Summary of 2017 Directors, Officers and Employees Training, Seminars and Conference Expenses.

**FEBRUARY 2017 WARRANTS**

62923	Alexander's Contract Services	Contract Services-Meter Read	\$2,432.65
62924	BSK Associates	Water Analysis	\$768.00
62925	City of Citrus Heights	Permit Fees	\$7,245.00
62926	Cogsdale	Contract Services-Other	\$1,783.70
62927	Holt of California	Repair- Equipment/Hardware	\$6,178.99
62928	Integrity Administrators Inc	Health Insurance	\$303.25
62929	Moonlight BPO	Contract Services- Bill Print	\$3,554.81
62930	Pace Supply Corp	Material	\$5,052.81
62931	SAWWA	Dues & Subscriptions	\$700.00
62932	Sonitrol	Equipment Rental-Office	\$301.72
62933	The Lincoln National Life Insurance Company	Disability & Life Insurance	\$5,826.85
62934	Twin Home Services	Janitorial	\$95.00
62935	US Bank I.M.P.A.C. Government Services	See February Agenda Item CC-9	\$6,759.83
62936	Zee Medical Company	Supplies-Field	\$64.58
62937	ACWA/JPIA	Workers Compensation Insurance	\$10,816.91
62938	SMUD	Utilities	\$8,756.45
62939	Ferguson Enterprises Inc #1423	Material	\$25,806.14
62940	Robert E/Wendy L McFarland	Customer Refund	\$232.53
62941	John R/Debra A Thomas	Customer Refund	\$66.33
62942	James H/Susan C Bush	Customer Refund	\$15.26
62943	Daniel S Glass	Customer Refund	\$24.60
62944	King Yu Lee	Customer Refund	\$52.68
62945	Jeffrey L/Kathy L Carel	Customer Refund	\$64.34
62946	Cheryl L Valk	Customer Refund	\$93.45
62947	Barry R Dixon	Customer Refund	\$8.73
62948	Steven W Hanson	Customer Refund	\$7.96
62949	Terri Lynne Banas	Customer Refund	\$17.79
62950	Alexander M Sheppard	Customer Refund	\$64.85
62951	Michael Hurduc	Customer Refund	\$11.09
62952	Olga Babchanik	Customer Refund	\$95.43
62953	P & SR LIVING TRUST	Customer Refund	\$96.94
62954	Greenleaf Ventures LLC	Customer Refund	\$239.55
62955	Anatolii Burdeinii	Customer Refund	\$25.11

62956	Robert T Jackson	Customer Refund	\$346.20
62957	Midtown Realty Services INC.	Customer Refund	\$9.79
62958	AFLAC	Employee Paid Insurance	\$238.56
62959	Airgas USA, LLC	Supplies-Field	\$217.36
62960	Axcient Inc	MaintenanceAgreement-Software	\$444.30
62961	Bart/Riebes Auto Parts	Repair-Trucks	\$173.28
62962	Bryce Consulting, Inc	Legal & Audit	\$720.00
62963	Burketts	Office Expense	\$105.22
62964	Citrus Heights Chamber of Commerce	Continued Education	\$695.00
62965	City of Citrus Heights	Permit Fees	\$1,443.00
62966	Robin Cope	Health Insurance	\$413.00
62967	Corix Water Products, Inc	Material	\$567.32
62968	Dawson Oil Company	Gas & Oil	\$818.76
62969	Hach Company	Wells Maintenance	\$85.41
62970	J4 Systems	Contract Services-Other	\$1,625.00
62971	KBA DOCUSYS	Equipment Rental-Office	\$20.06
62972	KBA Docusys Inc	Equipment Rental-Office	\$342.63
62973	Kei Window Cleaning #12	Janitorial	\$92.00
62974	Moonlight BPO	Contract Services- Bill Print	\$3,271.72
62975	Pace Supply Corp	Material	\$824.20
62976	SAWWA	Dues & Subscriptions	\$100.00
62977	SureWest Directories	Telephone-Local/Long Distance	\$49.00
62978	State Water Resources Control Board	Dues & Subscriptions	\$60.00
62979	Saathoff Family Living Trust	Customer Refund	\$82.00
62980	Roger/Virginia Reis	Customer Refund	\$6.10
62981	Martin Brothers Construction, Inc.	Customer Refund	\$1,392.85
62982	Kristen Hansen	Customer Refund	\$7.86
62983	Next Generation Capital LLC	Customer Refund	\$78.07
62984	Oleksandr Huzovatyy	Customer Refund	\$34.58
62985	ABA DABA Rentals & Sales	Supplies-Field	\$361.15
62986	Alexander's Contract Services	Contract Services-Meter Read	\$6,178.77
62987	Aqua Sierra Controls	Wells Maintenance	\$250.00
62988	Avalon Custodial Care	Janitorial	\$695.00
62989	Backflow Distributors Inc	Small Tools	\$767.53
62990	BSK Associates	Water Analysis	\$492.00
62991	Burketts	Office Expense	\$137.87
62992	California Landscape Associates Inc	Janitorial	\$200.00
62993	CirclePoint	Contract Services- Conservation	\$3,021.31
62994	Consolidated	Telephone-Local/Long Distance	\$1,720.43
62995	Corelogic Information Solutions Inc	Dues & Subscriptions	\$211.83
62996	County of Sacramento Municipal Services	Field Miscellaneous	\$193.45
62997	Future Ford	Repair-Trucks	\$3,615.43
62998	Gaynor Telesystems Incorporated	Fixed Assets	\$355.50

62999	J4 Systems	Contract Services-Other	\$460.00
63000	Kaiser Foundation Health Plan, Inc	Health Insurance	\$17,842.88
63001	Moonlight BPO	Contract Services- Bill Print	\$5,465.30
63002	Netmotion Wireless Inc	Maint Agree-Software	\$2,200.00
63003	OCT Academy	Continued Education	\$350.00
63004	Office Depot	Office Expense	\$117.18
63005	Pacific Gas & Electric	Utilities	\$138.26
63006	Protection One Alarm Monitoring	Equipment Rental-Office	\$370.00
63007	Red Wing Shoe Store	Small Tools	\$183.16
63008	Republic Services #922	Utilities	\$205.34
63009	Sophos Solutions	Contract Services-Other	\$4,320.00
63010	Thomson Reuters	Dues & Subscriptions	\$81.89
63011	Titan Workforce LLC	Contract Services- Temporary Labor	\$378.00
63012	ULINE	Supplies-Field	\$426.50
63013	Voyager Fleet Systems Inc	Gas & Oil	\$1,277.96
63014	City of Citrus Heights	Permit Fees	\$1,310.00
63015	City of Citrus Heights	Permit Fees	\$1,310.00
63016	City of Citrus Heights	Permit Fees	\$1,078.00
63017	Todd Traylor	Customer Refund	\$100.97
63018	Norman E/Jeannette M Harper	Customer Refund	\$166.24
63019	Bobby Williams	Customer Refund	\$221.55
63020	Robert L/Sharon A Martin	Customer Refund	\$81.25
63021	Eliot J Peters	Customer Refund	\$17.31
63022	Nehemiah Community Reinvestment Ent LLC	Customer Refund	\$21.76
63023	Edward Meyer	Customer Refund	\$187.76
63024	ParaCapital Group	Customer Refund	\$101.36
63025	ABA DABA Rentals & Sales	Supplies-Field	\$28.25
63026	Absolute Secured Shredding Inc	Equipment Rental-Office	\$40.00
63027	Bryce Consulting, Inc	Legal & Audit	\$720.00
63028	BSK Associates	Water Analysis	\$240.00
63029	California Landscape Associates Inc	Janitorial	\$200.00
63030	Cappo	Dues & Subscriptions	\$130.00
63031	City of Citrus Heights	Permit Fees	\$900.00
63032	Gaynor Telesystems Incorporated	Fixed Assets	\$158.00
63033	Integrity Administrators Inc	Health Insurance	\$5,000.00
63034	J4 Systems	Contract Services-Other	\$3,087.95
63035	Maze & Associates	Legal & Audit	\$5,675.00
63036	MSDSonline, Inc.	Small Tools	\$2,062.00
63037	Pace Supply Corp	Material	\$35.88
63038	Placer County Recorder	Recording Fees	\$250.00
63039	A. Teichert & Son, Inc.	Road Base	\$2,646.90



63040	The Lincoln National Life Insurance Company	Disability & Life Insurance	\$5,991.61
63041	Titan Workforce LLC	Contract Services- Temporary Labor	\$236.25
63042	Verizon Wireless	Telephone-Wireless	\$991.81
999999	Void	Void	\$0.00
<b>TOTAL</b>			<u>\$186,833.19</u>
ACH	JAN 2017 FD	Bank Service Fee	\$295.33
ACH	JAN 2017 PH	Bank Service Fee	\$238.20
ACH	JAN 2017 WEB	Bank Service Fee	\$3,832.53
ACH	PERS 1/26/17 PAYDAY	PERS	\$22,128.83
ACH	PERS 2/9/17 PAYDAY	PERS	\$15,946.21
ACH	PERS 2/23/17 PAYDAY	PERS	\$15,675.93
ACH	VALIC 2/23/17 PAYDAY	Deferred Compensation	\$3,592.50
ACH	VALIC 2/9/17 PAYDAY	Deferred Compensation	\$3,200.00
ACH	VOYA 2/23/17 PAYDAY	Deferred Compensation	\$25.00
ACH	VOYA 2/9/17 PAYDAY	Deferred Compensation	\$25.00
ACH	00008005725VANCO	Contract Services-Other	\$103.50
ACH	0001627553WHA	Health Insurance	\$16,598.25
ACH	2017020200 PAYCHEX	Contract Services-Other	\$817.00
ACH	FEB 2017 GASB 68	PERS	\$26,741.84
ACH	BOW JANUARY	Bank Service Fee	\$1,861.81
<b>TOTAL</b>			<u>\$111,081.93</u>
<b>GRAND TOTAL</b>			<u><u>\$297,915.12</u></u>

**MARCH CHECKS APPROVED AT MARCH BOARD MEETING**

63055	ACWA/JPIA	Workers Compensation Insurance	\$8,516.00
63059	Regional Water Authority	Dues & Subscriptions	\$9,000.00
63057	Ditch Witch	Fixed Assets	\$9,212.63
63062	US Bank I.M.P.A.C. Government Services	See March Agenda Item CC-9	\$9,352.24
63061	SMUD	Utilities	\$17,725.27
63056	Azteca Systems Inc	Maintenance Agreement-Software	\$19,995.00
63058	Domenichelli and Associates, Inc	Contract Services-Engineering	\$49,309.06
63060	San Juan Water District	Purchased Water	\$615,005.50
			<u>\$738,115.70</u>

Water Efficiency Program Update

Water Efficiency program updates are summarized below.

**ACTIVITIES AND PROGRESS REPORT**

Water Efficiency Program activities during the month of February 2017 include:

- 2 ultra-low-flush toilet (ULFT) rebates were processed for the month of February. A total of 8 ULFT rebates have been processed for a total of \$600.00 year to date.
- For the month of February, 0 High Efficiency Clothes Washer (HECW) rebates were processed. Year-to-date, 0 HECW rebates were processed by SMUD for District customers.
- 23 water waste calls were received during the month of February. 3 reports of water waste were received through the CHWD’s Drought Resources web page. An additional 4 service requests were generated in-house by staff. A total of 24 contacts (mostly visits to customers’ homes and phone calls) have been completed based on these reports.
- A class assembly was held for 4<sup>th</sup> and 5<sup>th</sup> grade students at Oakview Elementary School. The water cycle, where our water comes from, and the poster contest were topics covered. A clean water experiment was also included in the presentation. Over 120 students participated.
- The following table summarizes the R-GPCD values for CHWD to date:

<b>Month</b>	<b>R-GPCD 2016</b>	<b>R-GPCD 2017</b>	<b>% CHANGE</b>
January	80	75	-.06%
February	77	72	-.06%
March	77		
April	107		
May	155		
June	213		
July	237		
August	242		
September	189		
October	123		
November	85		
December	76		

Below is a recap of the region’s overall water saving in January 2017 as compared to 2013.

<b>REDUCTION BY AGENCY (Data compared to 2013)</b>		
<b>Water Agency</b>	<b>Jan. 2017 Reduction*</b>	<b>Jun. 2016 - Jan. 2017 Reduction</b>
San Juan Water District	26.5%	20.7%
El Dorado Irrigation District	20.1%	19.3%
Orange Vale Water Company	19.4%	28.5%
California American Water	18.3%	27.6%
Fair Oaks Water District	16.9%	25.5%
<b>Citrus Heights Water District</b>	<b>15.9%</b>	<b>24.7%</b>
Elk Grove Water District	14.8%	24.3%
City of Woodland	14.5%	22.6%
City of Roseville	14.3%	22.2%
Rancho Murieta CSD	14.3%	21.9%
City of West Sacramento	13.7%	22.4%
City of Davis	13.6%	20.1%
City of Yuba City	11.4%	23.4%
City of Sacramento	11.0%	25.0%
Sacramento Suburban WD	10.9%	22.3%
Del Paso Manor Water District	9.5%	24.3%
City of Lincoln	9.4%	20.0%
Rio Linda/Elverta CWD	8.7%	24.0%
Carmichael Water District	7.8%	24.4%
Golden State Water Company	-1.4%	19.4%
Placer County Water Agency	-2.2%	17.5%
City of Folsom	-10.2%	10.2%
Sacramento County Water Agency	-13.4%	19.1%
Average	10.6%	22.1%
Minimum	-13.4%	10.2%
Maximum	26.5%	28.5%

\*(-) denotes increase in production compared to 2013.

Project Management and Engineering Departmental Report.

Project Manager Dietrich presented a report on the following activities during the month of February 2017 by the Project Management and Engineering Department.

Items of Interest	Department	Point of Contact	Date	To Board? If Yes, Date	Strategic Planning Item	Item Description	Update from Last Report
<b>PROJECT 2030 Water Main Replacement Project</b>	Engineering	Missy Pieri	Board Presentation 3/14/17 - RFP	Yes, TBD	Yes	Status: Preparing Request for Proposal for Engineering Services	Board Presentation 3/14/17 - RFP
<b>CAPITAL IMPROVEMENT PROJECT Corporation Yard Improvements Phase 1</b>	Engineering	Paul Dietrich		Yes, TBD	Yes	Status: Reviewing 60% Plans, Preparing Lot Merger	Submitted 60% Plans to the City of Citrus Heights and ACWA/JPIA
<b>CAPITAL IMPROVEMENT PROJECT Operations Building Remodel</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	Yes	Status: Needs Assessment Kick-off Meeting Complete	Workgroup Interviews for Needs Assessment Underway
<b>CAPITAL IMPROVEMENT PROJECT Mesa Verde High School 14-Inch Transmission Main</b>	Engineering	Paul Dietrich	On-going	Yes, 5/16/17	No	Status: Preparing Plans, Specs, and Estimates	
<b>CAPITAL IMPROVEMENT PROJECT Highland Ave &amp; Rosa Vista Ln 8" Water Mains</b>	Engineering	Paul Dietrich	On-going	Yes, 5/16/17	No	Status: Potholing and 60% Plans	Potholing Complete
<b>CAPITAL IMPROVEMENT PROJECT Graham Cir and Circuit Dr 8" Water Mains</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	No	Status: Surveying and Sent out Utility Letters	New Item
<b>PRIVATE DEVELOPMENT Northridge Grove - 5555 Mariposa Ave 47 Condominiums</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	No	Status: 85% Complete	
<b>PRIVATE DEVELOPMENT Commercial Building Remodel - 5414-50 Sunrise Blvd</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	No	Status: Pre-Con Meeting 12/1/16	
<b>PRIVATE DEVELOPMENT Louis-Orlando Bus Transfer Point - Louis Ln at Orlando Ave</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	No	Status: Plans Signed 2/4/16	
<b>PRIVATE DEVELOPMENT Meier Estates - North Sims Way 7 Lot Subdivision</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	No	Status: Plans Signed 5/23/16	
<b>PRIVATE DEVELOPMENT Dignity Health Building - 7115 Greenback Ln</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	No	Status: Plans Signed 6/8/16	
<b>PRIVATE DEVELOPMENT 3 Lot Residential Subdivision - 5648-5696 San Juan Ave</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	No	Status: Plans Signed 11/14/16	
<b>PRIVATE DEVELOPMENT 7940 Patton Ave - Replace Existing Home</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	No	Status: Plans Signed 1/11/17	
<b>Annexations:</b>	Engineering	Missy Pieri	On-Going	Yes, TBD	No	Livoti Tract, Sacramento County, and Verne Tract Territory to SJWD	

Operations Departmental Report.

Operations Manager Gordon reported as follows:

A total of 194 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.

2017 Water Supply – Purchased and Produced.

The District's total water use during the month of February 2017 (443.9 acre-feet) was 26.8% below that of February 2013 (606.36 acre-feet).

Surface Water Supply

As of midnight on February 28, 2017, storage in Folsom Lake (Lake) was at 404,391 acre-feet, 41 percent of the total capacity of 977,000 acre-feet. This is about 74 percent of historical average for this date. This represents a decrease in storage of 4,034 acre-feet in the past month.

The District's surface water use during the month of February 2017 was 376.41 acre-feet.

The District continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. All District wells (Bonita, Mitchell Farms, Palm, Skycrest, Sylvan and Sunrise) remain operational and are being operated on a rotational or as-needed, basis.

Investment of District Funds Policy

Accounting Supervisor Sohal reported that Section 6300.90 of the District's investment policy specifies that the policy shall be reviewed, modified as necessary and re-adopted or amended at least annually. The policy was last reviewed by the Board on March 08, 2016. A copy of the Policy with a proposed amendment accompanied the staff report for review.

The Policy was reviewed by District staff and by District General Counsel Judith K. Albietz. General Counsel Albietz's regular review covered the existing Policy and the current California Government Code Sections related to public agency investments.

For this year's review, General Counsel Albietz reported that regulations included in Government Code Section 53601.8 were extended from Jan 1, 2017 to Jan 1, 2021. As of that date, Government Code Section 53601.8 will be repealed, unless a later enacted California statute that is enacted before January 1, 2021 deletes or extends that time.

Government Code Section 53601.8, entitled, "Investment in Placements Service Assisted Deposits including Certificate of Deposits" is a statutory provision which involves numerous regulations concerning how an agency may invest its surplus funds. Examples include: 1) no greater than 30% of

CHWD's surplus funds can be invested in Certificates of Deposit; 2) no greater than 10% of CHWD's surplus funds can be invested with a single private sector entity.

These changes were recommended to keep the language in the District Policy consistent with language contained in the Government Code.

The District's requirement within its Investment Policy to perform an annual review exceeds requirements of the California Government Code. The Code requirement to perform annual review of investment policies was removed in 2006, and the District could choose to remove or amend the annual review requirement set forth in Section 6300.50 of its Investment Policy. District staff did not recommending any change to the annual review requirement.

The recommended action was to amend District Policy No. 6300, Investment of District Funds with the amendment as presented in the agenda packet.

Consideration of Concurrence for Nominations of Thomas Cuquet (South Sutter Water District) & Kathy Tiegs (Cucamonga Valley Water District) for Association for Water Agencies Joint Powers Insurance Authority (ACWA-JPIA) Executive Committee

Senior Management Services Specialist Robyn Evans reported that the ACWA/JPIA Executive Committee is comprised of eight Board members elected by the Board of Directors from its approximately 360 voting members as outlined in the ACWA-JPIA Bylaws. The ninth position is held by the Vice President of the Association of California Water Agencies as an ex officio member of the Executive Committee.

Candidates must be representative of ACWA/JPIA members that participate in all four of the ACWA/JPIA's programs: Liability, Property, Worker's Compensation, and Employee Benefits. In addition, candidates for the ACWA/JPIA Executive Committee must receive concurring nominations resolutions from three other ACWA/JPIA member agencies.

This election will fill four Executive Committee member positions, each for a four-year term.

The incumbents are that running for re-election include Tom Cuquet, (South Sutter Water District), David Drake, (Rincon Del Diablo Municipal Water District), and Melody McDonald, (San Bernardino Valley Water Conservation District). There is one vacant position.

The District received two requests for concurrence, one each from Thomas Cuquet and Kathleen Tiegs.

The recommended action was to adopt Resolution No. 02-2017 Concurring in Nomination to the Executive Committee of the ACWA/JPIA in Support of Thomas Cuquet, and adopt Resolution No. 03-2017 Concurring in Nomination to the Executive Committee of the ACWA/JPIA in Support of Kathleen Tiegs.

CITRUS HEIGHTS WATER DISTRICT  
RESOLUTION NO. 02-2017

RESOLUTION OF THE BOARD OF DIRECTORS  
OF CITRUS HEIGHTS WATER DISTRICT  
CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE  
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY ("ACWA JPIA")

WHEREAS, this district is a member district of the ACWA JPIA; and

WHEREAS, the Bylaws of the ACWA JPIA provide that in order for a nomination to be made to ACWA JPIA's Executive Committee, three member districts must concur with the nominating district; and

WHEREAS, another ACWA JPIA member district, the South Sutter Water District, has requested that this district concur in its nomination of its member of the ACWA JPIA Board of Directors to the Executive Committee of the ACWA JPIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT that this district concurs with the nomination of Thomas A. Cuquet of the South Sutter Water District to the Executive Committee of the ACWA JPIA.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the ACWA JPIA at P.O. Box 619082, Roseville, California, 95661-9082, forthwith.

ADOPTED this 14nd day of March, 2017.

AYES: DIRECTORS: Sheehan, Riehle, Dains  
NOES: DIRECTORS:  
ABSENT: DIRECTORS:

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CARYL SHEEHAN  
President, Board of Directors  
Citrus Heights Water District

ATTEST

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HILARY M. STRAUS, Secretary  
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT  
RESOLUTION NO. 03-2017

RESOLUTION OF THE BOARD OF DIRECTORS  
OF CITRUS HEIGHTS WATER DISTRICT  
CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE  
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY ("ACWA JPIA")

WHEREAS, this district is a member district of the ACWA JPIA; and

WHEREAS, the Bylaws of the ACWA JPIA provide that in order for a nomination to be made to ACWA JPIA's Executive Committee, three member districts must concur with the nominating district; and

WHEREAS, another ACWA JPIA member district, the Cucamonga Valley Water District, has requested that this district concur in its nomination of its member of the ACWA JPIA Board of Directors to the Executive Committee of the ACWA JPIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT that this district concurs with the nomination of Kathleen J. Tiegs of the Cucamonga Valley Water District to the Executive Committee of the ACWA JPIA.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the ACWA JPIA at P.O. Box 619082, Roseville, California, 95661-9082, forthwith.

ADOPTED this 14nd day of March, 2017.

AYES: DIRECTORS: Sheehan, Riehle, Dains  
NOES: DIRECTORS:  
ABSENT: DIRECTORS:



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CARYL SHEEHAN  
President, Board of Directors  
Citrus Heights Water District

ATTEST

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HILARY M. STRAUS, Secretary  
Citrus Heights Water District

Agreement with Kirby's Pump and Mechanical, Inc. for Replacement of Groundwater Pump and Motor for Palm Avenue Well

Water Resources Manager Hensley reported that the well pump for Palm Well (1991) needs to be repaired or replaced. The existing pump is oil lubricated and will be upgraded to water lubrication. The original motor has also failed and will be repaired and upgraded to allow for future installation of a Variable Frequency Drive.

Current pumping levels show a decline in pumping capacity at this site. Down-hole video analysis and testing is needed to determine a course of action for next phase rehabilitation of well. Rehabilitation work to be completed before installation of repaired pump/motor.

The District received three (3) quotes for this work. The lowest responsive bidder is Kirby's Pump and Mechanical. Bids received are as follows:

<b>1. Kirby's Pump and Mechanical, Inc.</b>	<b>\$ 57,536.00</b>
2. Layne Christensen Co.	\$ 57,599.55
3. Eaton Pumps	\$ 63,948.50

The recommended action is to accept the bid of Kirby's Pump and Mechanical, Inc. in the amount of \$56,680.00 and establish a contingency fund in the amount of \$5,700.00 (10%). Further, the recommended action included authorizing the General Manager to execute the contract.

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

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

**PRESENTATIONS:**

Resolution 04-2017 Commending Judith K. Albietz for Outstanding Legal Representation

CITRUS HEIGHTS WATER DISTRICT  
RESOLUTION NO. 04-2017

RESOLUTION OF THE BOARD OF DIRECTORS  
OF CITRUS HEIGHTS WATER DISTRICT  
COMMENDING JUDITH K. ALBIETZ FOR OUTSTANDING LEGAL REPRESENTATION

WHEREAS, Ms. Judith K. Albietz, of Albietz law Corporation, was appointed to serve the District's Board of Directors as its legal counsel on April 16, 1996; and

WHEREAS, Ms. Judith K. Albietz has provided outstanding legal counsel to the District regarding water rights, water quality, outside bond counsel, contracts, as well as general business and government law; and

WHEREAS, Ms. Judith K. Albietz has provided invaluable and respected legal counsel to the District when advising regarding Human Resources and employment related counsel; and

WHEREAS, Ms. Judith K. Albietz has been an exemplary representative on behalf of the District when working with attorneys representing other Districts of the San Juan Water District family in various projects and issues over her career; and

WHEREAS, Ms. Judith K. Albietz is retiring as legal counsel from Citrus Heights Water District on March 14, 2017 with more than twenty years of dedicated service.

THEREFORE BE IT RESOLVED that the Board of Directors of the Citrus Heights Water District does hereby commend Ms. Judith K. Albietz for her dedication and outstanding service as legal counsel to the Citrus Heights Water District Board and extends best wishes for many years filled with happiness and good health during her retirement.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 14<sup>th</sup> day of March, 2017 by the following vote, to-wit:

AYES: Directors: Sheehan, Riehle, Dains  
NOES: Directors:  
ABSTAIN: Directors:  
ABSENT: Directors:

SEAL

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CARYL SHEEHAN, President  
Board of Directors  
Citrus Heights Water District

ATTEST:

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Hilary M. Straus, Secretary  
Citrus Heights Water District

ACTION: Director Dains moved and Director Riehle seconded a motion to approve Resolution 04-2017.

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

Project 2030—Water Main Replacement Program.

District Engineer Missy Pieri reported that the Engineering and Project Management Department has prepared a Draft Request for Proposals (RFP) for Engineering, Financial Planning, and Public Engagement Services for the Water Main Replacement Study (Study), “Project 2030”, for the Board of Directors’ (Board) consideration. The draft RFP accompanied the agenda packet memorandum.

Key elements of this Study included: 1) Asset Inventory and Project Polygon Development; 2) Future Water Demand Projections; 3) Water Main Assessment; 4) Project Cost Estimates; 5) Water Main Replacement Phasing Plan; 6) Funding Strategy/Rate Options Analysis; 7) Implementation Plan; 8) Public Engagement/Stakeholder Outreach/Customer Advisory Committee Engagement/Presentations; 9) Schedule; 10) Add/Deduct Item – System-Wide Pressure Control Analysis (with and without Power Generation).

The Board provided review and comment on the proposed RFP. Board Member Dains expressed interest that CHWD staff be very involved in all facets of this planning effort. The Board also provided consensus direction to staff to release the RFP as presented. It is anticipated that an agreement with the consulting team selected to complete the Study will be available for the Board’s discussion and possible action/approval on August 8, 2017. The overall Study is anticipated to be completed by November 1, 2018.

**OLD BUSINESS:**

Board of Directors Compensation Survey. (I/D)

Senior Management Services Specialist Robyn Evans reported that as background, on February 14, 2017, a benefit survey of elected officials’ compensation was presented by Shellie Anderson, with Bryce Consulting, that included information from nineteen (19) agencies that are within CHWD’s labor market. Of the nineteen agencies surveyed, it is of particular interest to consider the benefit options provided by the City of Citrus Heights and the San Juan Water District to their elected officials as their political boundaries overlap CHWD’s political boundaries, creating a competitive pool for CHWD’s elected officials.

Also, at the February 14, 2017 regular Board meeting, the Board directed staff to provide benefit and cost information for several types of benefits including health, vision, dental, and life insurance, as an addition to the current compensation.

Currently, the Board of Directors receives monetary compensation, with no other benefit, for attending Board meetings and other Board-sanctioned functions, at the rate of \$145.00 per day, with a monthly maximum of \$1,450. This rate has been in effect since January 2008.

Also, Vincent J. Catalano, Senior Vice President with Arthur J Gallagher & Company, has completed a potential benefits package survey, which the Board may wish to consider. Mr. Catalano was able to gain agreement with Kaiser and Western Health Advantage to extend the same benefits to Board Members that are offered to the CHWD employees.

A copy of the benefits coverages and associated costs accompanies this staff report as Kaiser Limited Purpose Health Insurance Summary (Attachment 1 to the agenda staff report), Western Health Advantage Limited Purpose Health Insurance Summary (agenda staff report Attachment 2), and a presentation prepared by Mr. Catalano (agenda staff report Attachment 3).

In addition, Shellie Anderson's Board of Director's Compensation survey is included for Board Member reference (agenda staff report Attachment 4), as is the Cost-of-living Adjustment for Director's Compensation information (agenda staff report Attachment 5). Both documents were originally presented at the December 13, 2016 regular Board meeting.

Mr. Catalano presented the benefit information at the March 14, 2017 Board Meeting, and answered Board Member questions.

Based on current costs of compensation, the following is a recap of Board Member costs to CHWD:

Year	Annual Expense
2012	\$14,645
2013	\$12,905
2014	\$11,455
2015	\$15,950
2016	\$14,790

As the Board considers additional benefit options, the following example provides projected annual costs, including all benefits and compensation, for 3 Board Members:

	Kaiser	WHA
Medical (Kaiser or WHA)	\$30,207	\$31,403
Dental	\$1,377	\$1,377
Vision	\$357	\$357
Life/ADD	\$558	\$558
Annual Benefits	\$32,499	\$33,695
Compensation (2016)	\$14,790	\$14,790
Total Annual Expense to CHWD	<u>\$47,289</u>	<u>\$48,485</u>

**ACTION:** Director Sheehan moved and Director Riehle seconded a motion directing staff to prepare an ordinance to update Board Members' compensation from the current \$145/day or \$1,450/month maximum to \$150/day or \$1,500/month maximum.

The motion passed 2-1 with Directors Riehle and Sheehan voting yes and Director Dains voting no.

Further, the Board provided direction by consensus to have staff bring back to the Board updated District policies as required that would authorize Board Members to elect to receive medical, dental, vision, life/ADD benefits provided to staff so long as each Board Member electing to receive the specific benefit pay for that benefit out-of-pocket with no financial impact to the District.

Discussion and Possible Action—Best Best and Krieger (BB&K) Legal Services Agreement

GM Straus reported that with the retirement of General Counsel Judy Albietz, a Strategic Planning goal of the Board of Directors was the recruitment/retention of a new General Counsel to assist the Citrus Heights Water District (CHWD) concerning all legal matters that come before the District.

To that end, CHWD issued a Request for Proposal (RFP) in December 2016, and received twenty-four (24) proposals, covering approximately 1,200 pages of legal services proposal material, to consider. A proposal review team comprised of all three Board Members, the General Manager, the Project Manager, the Operations Manager, the District Engineer and Accounting Supervisor reviewed the proposals and interviewed seven (7) finalist firms.

After discussion and consideration of all of the proposals and receiving the input of all review team members, the Board of Directors provided direction to the General Manager to negotiate a professional services agreement with Best, Best and Krieger (BB&K) to serve as General Counsel and for BB&K to provide the full range of legal services required for CHWD.

The General Counsel that BB&K has designated is Steve Anderson. Mr. Anderson specializes in water rights, groundwater, and other natural resource law matters. Steve is a member of the firm's Environmental Law & Natural Resources, Special Districts, and Municipal Law practice group. Providing additional legal support is BB&K's designated Assistant General Counsel Joshua Nelson, who specializes in general governance issues including, Proposition 218/26 compliance, general utilities issues and real property acquisition.

The scope of legal services covers the full array of CHWD's legal services needs, including water issues, general government and employment practices. The agreement is structured as a billable/hourly agreement with the option of both the District and BB&K to consider a monthly retainer arrangement after eighteen (18) months of under the term of the agreement. That amount of time is provided so that both parties have enough cost data to consider the feasibility of a retainer, and if so, to assist in determining a level of cost that would be appropriate for both parties on a monthly basis. A copy of the legal services agreement accompanies this agenda report.

The recommended action was to approve the accompanying agreement for legal services with BB&K,

and authorize the President of the Board of Directors to execute the agreement.

**ACTION:** Director Dains moved and Director Riehle seconded a motion to approve the legal services agreement with BB&K.

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

#### Discussion and Possible Action—Liebert Cassidy and Whitmore (LCW) Legal Services Agreement

GM Straus reported that as a companion agreement to the BB&K legal services agreement, the CHWD Board of Directors provided direction to the General Manager to negotiate a legal services agreement with LCW for employment practices services. The focus with LCW will be special projects and issues, HR help desk for small, routine or specialized HR issues for which management staff seeks advice/assistance, trainings (both on-site and off-site) and access to LCW's extensive library/databank of sample documents, reducing the time needed to prepare policies and procedures or complete a variety of other HR tasks.

LCW was selected by the Board as a finalist to perform the services described above as a result of CHWD's legal services recruitment process, whereby twenty-four (24) proposals, covering almost 1,200 pages of legal services proposal material, were received and evaluated. The proposal review team comprised of all three Board Members, the General Manager, the Project Manager, the Operations Manager, the District Engineer and Accounting Supervisor, and the team reviewed the proposals of and interviewed seven (7) finalist firms.

The LCW has designated is Oliver Yee and Steve Berliner as the primary points of contact for all services to be provided by LCW.

The agreement is structured as a billable/hourly agreement A copy of the legal services agreement accompanies this agenda report.

The recommended action was to approve the accompanying agreement for legal services with LCW and authorize the President of the Board of Directors to execute the agreement.

**ACTION:** Director Riehle moved and Director Dains seconded a motion to approve the legal services agreement with LCW.

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

#### District Water Conservation Stage Declaration

As a follow-up to the Board's discussion on February 14, 2017, staff analyzed the implications of moving from a Stage 2 Water Alert to a Stage 1 Normal Water Supply. Specifically, staff reviewed the State Water Resource Control Boards' (SWRCB) stress test requirements and Executive Order (EO) B-37-16 compliance requirements in regard to moving into a Stage 1 Normal Water Supply. Three issues arose. First, will the District remain in compliance with EO B-37-16? Second, will this

lead to any fines or penalties from the SWRCB? Third, will this jeopardize any District grant funding available through the SWRCB, RWA or other State agencies?

Staff determined that moving to a Stage 1 Normal Water Supply will keep the District in compliance with the State's stress test requirements and with EO B-37-16. Moreover, declaring a Stage 1 Normal Water Supply will not jeopardize State grant funding nor will it lead to any SWRCB fines or penalties.

Two attachments were provided for the Board's review and comment. Attachment 1 contains Ordinance 01-2016, the District's Water Conservation Stage Requirements and Progressive Enforcement Measures. Attachment 2 includes an info-graphic describing the different Water Conservation Stage Requirements and highlights Stage 1 Normal Water Supply requirements.

**ACTION:** The Board considered current hydrologic conditions and the information provided by staff above and voted to move the District from a Stage 2 Water Alert to a Stage 1 Normal Water Supply. Motion by Director Dains and seconded by Director Riehle.

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

**NEW BUSINESS:**

None.

**DIRECTOR'S AND REPRESENTATIVES REPORTS:**

Regional Water Authority (Dains, Straus)

Director Dains reported that RWA covered pending state legislation, including a proposed Public Goods charge, that could result in a transferring of agency-level rate payer funding to the State for programs to assist financially challenged water districts. Also, as RWA has created a new Legislative and Regulatory Affairs position and strengthened accompanying programming, an approximate dues increase of 10% for member agencies is anticipated.

Sacramento Groundwater Authority (Sheehan)

No Report.

San Juan Water District

No Report.

ACWA Joint Powers Insurance Authority (Churchill)

No report.

Sacramento Local Agency Formation Commission

No Report.

City of Citrus Heights

District Engineer Pieri reported that the City is reviewing CHWD's corporation yard improvement project.

Chamber of Commerce Government Issues Committee (Gordon/Meurer)

No Report.

Other Reports:

No report.

**MANAGEMENT SERVICES REPORT:**

GM Straus reported as follows:

- Twenty-one employees received recognition for superior attendance, outstanding customer service and quality of work during the month of February 2017. Directors were provided with a list of the employees and items for which each received recognition.
- Long Range Board Agenda was provided showing Directors upcoming items for future scheduled Board Meetings.

**CORRESPONDENCE:**

None.

**CLOSED SESSION:**

No closed session was held.

**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 8:51 PM.

APPROVED:

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HILARY M. STRAUS  
Secretary  
Citrus Heights Water District

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CARYL F. SHEEHAN, President  
Board of Directors  
Citrus Heights Water District



CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS SPECIAL MEETING MINUTES  
FEBRUARY 27, 2017

The Regular Meeting of the Board of Directors was called to order at 6:30 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

Hilary M. Straus, General Manager  
Paul A. Dietrich, Project Manager  
David M. Gordon, Operations Manager  
Susan K. Sohal, Accounting Supervisor  
Melissa A. Pieri, District Engineer  
Robyn J. Evans, Senior Management Services Specialist

**VISITORS:**

None for Open Session.

**PLEDGE OF ALLEGIANCE:**

Board President Caryl Dains led the Pledge of Allegiance.

**PUBLIC COMMENT:**

None.

**CONSENT CALENDAR:**

None.

**PRESENTATIONS:**

None.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

None.

**DIRECTOR'S AND REPRESENTATIVES REPORTS:**

None.

**MANAGEMENT SERVICES REPORT:**

None.

**CORRESPONDENCE:**

None.

**CLOSED SESSION:**

The Board adjourned into Closed Session at 6:31 PM.

CL-1 Pursuant to Government Code Section 54957

Public Employee Appointment  
Title: General Counsel and Employment Practices Legal Counsel

The Board adjourned back into Open Session at 8:53 PM.

No Reportable Action.

**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 8:53 PM.

APPROVED:

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HILARY M. STRAUS  
Secretary  
Citrus Heights Water District

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CARYL F. SHEEHAN, President  
Board of Directors  
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS SPECIAL MEETING MINUTES  
FEBRUARY 28, 2017

The Regular Meeting of the Board of Directors was called to order at 6:30 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

Hilary M. Straus, General Manager  
Paul A. Dietrich, Project Manager  
David M. Gordon, Operations Manager  
Susan K. Sohal, Accounting Supervisor  
Melissa A. Pieri, District Engineer  
Robyn J. Evans, Senior Management Services Specialist

**VISITORS:**

None for Open Session.

**PLEDGE OF ALLEGIANCE:**

Board President Caryl Dains led the Pledge of Allegiance.

**PUBLIC COMMENT:**

None.

**CONSENT CALENDAR:**

None.

**PRESENTATIONS:**

None.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

None.

**DIRECTOR'S AND REPRESENTATIVES REPORTS:**

None.

**MANAGEMENT SERVICES REPORT:**

None.

**CORRESPONDENCE:**

None.

**CLOSED SESSION:**

The Board adjourned into Closed Session at 6:31 PM.

CL-1 Pursuant to Government Code Section 54957

Public Employee Appointment

Title: General Counsel and Employment Practices Legal Counsel

The Board adjourned into Open Session at 7:28 PM.

The Board adjourned back into Closed Session at 7:40 PM.

The Board adjourned back into Open Session at 8:39 PM.

The Board adjourned back into Closed Session at 8:59 PM.

The Board adjourned back into Open Session at 9:56 PM.

No Reportable Action.

**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 9:56 PM.

APPROVED:

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HILARY M. STRAUS  
Secretary  
Citrus Heights Water District

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CARYL F. SHEEHAN, President  
Board of Directors  
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS SPECIAL MEETING MINUTES  
MARCH 1, 2017

The Regular Meeting of the Board of Directors was called to order at 6:32 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

Hilary M. Straus, General Manager  
Paul A. Dietrich, Project Manager  
David M. Gordon, Operations Manager  
Susan K. Sohal, Accounting Supervisor  
Melissa A. Pieri, District Engineer  
Robyn J. Evans, Senior Management Services Specialist

**VISITORS:**

None for Open Session.

**PLEDGE OF ALLEGIANCE:**

Board President Caryl Dains led the Pledge of Allegiance.

**PUBLIC COMMENT:**

None.

**CONSENT CALENDAR:**

None.

**PRESENTATIONS:**

None.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

None.

**DIRECTOR'S AND REPRESENTATIVES REPORTS:**

None.

**MANAGEMENT SERVICES REPORT:**

None.

**CORRESPONDENCE:**

None.

**CLOSED SESSION:**

The Board adjourned into Closed Session at 6:33 PM.

CL-1 Pursuant to Government Code Section 54957

Public Employee Appointment  
Title: General Counsel and Employment Practices Legal Counsel

The Board adjourned into Open Session at 7:51 PM.

No Reportable Action.

**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 7:53 PM.

APPROVED:

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HILARY M. STRAUS  
Secretary  
Citrus Heights Water District

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CARYL F. SHEEHAN, President  
Board of Directors  
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS SPECIAL MEETING MINUTES  
MARCH 2, 2017

The Regular Meeting of the Board of Directors was called to order at 6:31 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

Hilary M. Straus, General Manager  
Paul A. Dietrich, Project Manager  
David M. Gordon, Operations Manager  
Susan K. Sohal, Accounting Supervisor  
Melissa A. Pieri, District Engineer  
Robyn J. Evans, Senior Management Services Specialist

**VISITORS:**

None for Open Session.

**PLEDGE OF ALLEGIANCE:**

Board President Caryl Dains led the Pledge of Allegiance.

**PUBLIC COMMENT:**

None.

**CONSENT CALENDAR:**

None.

**PRESENTATIONS:**

None.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**



None.

**DIRECTOR'S AND REPRESENTATIVES REPORTS:**

None.

**MANAGEMENT SERVICES REPORT:**

None.

**CORRESPONDENCE:**

None.

**CLOSED SESSION:**

The Board adjourned into Closed Session at 6:32 PM.

CL-1 Pursuant to Government Code Section 54957

Public Employee Appointment

Title: General Counsel and Employment Practices Legal Counsel

The Board adjourned into Open Session at 7:55 PM.

The Board adjourned into Closed Session 8:08 PM.

The Board adjourned into Open Session at 8:43 PM.

Reportable Action: The Board directed staff to negotiate legal services agreements with Best Best and Krieger for General Counsel legal services and Liebert Cassidy Whitmore for supplemental employment practices legal services.

**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 8:43 PM.

APPROVED:

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HILARY M. STRAUS  
Secretary  
Citrus Heights Water District

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CARYL F. SHEEHAN, President  
Board of Directors  
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT  
2017 REVENUE ANALYSIS

**Outstanding Recievables**

<b>Aged Trial Balance</b>					
Total <sub>1</sub>	Current	31-90	91-150	>150	Unapplied Current
817,523	501,171	112,568	7,431	296,166	(99,812)

<b>General Ledger Balance</b>	<b>Total</b>
Outstanding A/R	910,425
Outstanding Liens	0
Outstanding Grants	1,247
Less Unapplied Payments	(95,007)
<b>Total</b>	<b>\$ 816,665</b>

**ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR  
March 31, 2017**

Board Of Directors  
Citrus Heights Water District

<b>Assessor/Collector Roll Adjustment</b>		
<b>March-17</b>		
	<b>Dollar</b>	<b>Count</b>
<b>DEFAULT</b>		
One-Time Courtesy	\$ 73.97	17
New Owner	\$ 2.54	1
<b>DEFAULT Total</b>	<b>\$ 76.51</b>	<b>18</b>
<b>DISCONNECT CHG</b>		
One-Time Courtesy	\$ 98.00	1
<b>DISCONNECT CHG Total</b>	<b>\$ 98.00</b>	<b>1</b>
<b>Grand Total</b>	<b>\$ 174.51</b>	<b>19</b>

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

<b>Reason For Cancellation</b>	<b>Charge Type</b>	<b>Amount</b>
One-Time Courtesy	DEFAULT	3.64
One-Time Courtesy	DEFAULT	4.25
New Owner	DEFAULT	2.54
One-Time Courtesy	DEFAULT	4.03
One-Time Courtesy	DEFAULT	4.55
One-Time Courtesy	DEFAULT	3.66
One-Time Courtesy	DEFAULT	9.06
One-Time Courtesy	DEFAULT	4.82
One-Time Courtesy	DEFAULT	3.63
One-Time Courtesy	DEFAULT	2.96
One-Time Courtesy	DEFAULT	3.65
One-Time Courtesy	DEFAULT	5.59
One-Time Courtesy	DEFAULT	4.10
One-Time Courtesy	DEFAULT	4.65
One-Time Courtesy	DEFAULT	3.97
One-Time Courtesy	DEFAULT	3.88
One-Time Courtesy	DEFAULT	3.99
One-Time Courtesy	DEFAULT	3.54
One-Time Courtesy	DISCONNECT CHG	98.00
		<u>\$ 174.51</u>

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS**  
**CITRUS HEIGHTS WATER DISTRICT**  
Month of March 2017

<hr/>				
<b>Bank of the West</b>				
<b>Beginning Balance</b>				\$3,705,415
<b>RECEIPTS:</b>		1,096,673		
<b>DISBURSEMENTS:</b>				
Checks Issued / ACH Payments	969,557			
Payroll	206,582			
Returned Checks	548			
		<u>1,176,688</u>		<u>(80,015)</u>
<b>Bank of the West</b>				
<b>Balance per Bank March 31, 2017</b>				3,625,400
Outstanding Checks				(52,778)
Deposit in Transit				<u>12,808</u>
<b>Balance Per Books March 31, 2017</b>				\$3,585,429

<hr/>				
<b>RECONCILEMENT:</b>				
Bank of the West				\$3,585,429
Local Agency Investment Fund				6,069,412
COP Reserve Account				533,796
Money Mkt Activity Account				<u>530,488</u>
<b>TOTAL BALANCE</b>				<u><u>\$10,719,125</u></u>

<hr/>				
<b>CASH &amp; INVESTMENT SUMMARY:</b>				
Bank of the West (General Account)				\$3,585,429
Local Agency Investment Fund				6,069,412
COP 2010 Reserve Account				533,796
Money Mkt Activity Account				<u>530,488</u>
<b>Total</b>				<u><u>\$10,719,125</u></u>

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
<b>Local Agency Investment Fund</b>	<b>Daily</b>	<b>8.75%</b>	<b>10,338.24</b>	<b>1/14/2017</b>

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**

TREASURER'S REPORT OF FUND BALANCES  
 March 31, 2017

	Beginning Balance 01/01/2017	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	03/31/2017 Ending Balance	2017 Target Balance per Policy
Operating Fund	\$ 3,040,083	\$ 16,443,333	\$ (14,635,696)	\$ 8,075,950	\$ (11,182,171)	\$ 1,741,499	\$1,600,000
Operating Reserve	\$ 1,912,263			\$ 3,420,802	\$ (1,200,000)	\$ 4,133,065	N/A
Rate Stabilization Fund	\$ 634,000			\$ 100,000		\$ 734,000	\$1,000,000
Depreciation Reserve	\$ 808,169				\$ (808,169)	\$ -	N/A
Capital Improvement Reserve	\$ 845,856			\$ 8,449,538	\$ (7,641,369)	\$ 1,654,025	\$3,270,756
Restricted for Debt Service	\$ 536,963					\$ 536,963	N/A
Water Supply Reserve	\$ -			\$ 100,000		\$ 100,000	N/A
Water Efficiency Reserve	\$ -			\$ 75,000		\$ 75,000	\$200,000
Water Meter Replacement Reserve	\$ -			\$ 725,000		\$ 725,000	N/A
Fleet Equipment Reserve	\$ 291,569			\$ 200,000	\$ (141,500)	\$ 350,069	\$296,708
Employment-Related Benefits Reserve	\$ 396,310			\$ 120,000	\$ (293,082)	\$ 223,229	\$864,229
	<u>\$ 8,465,213</u>	<u>\$ 16,443,333</u>	<u>\$ (14,635,696)</u>	<u>\$ 21,266,290</u>	<u>\$ (21,266,290)</u>	<u>\$ 10,272,850</u>	

  
 SUSAN K. SOHAL, Treasurer 4/6/17

TREASURER'S REPORT OF FUND BALANCES

March 31, 2017

Fund Transfers Summary:

The Depreciation Reserve Transferred:	<u>\$ 808,169.00</u> <u>\$ 808,169.00</u>	to Capital Improvement Fund to Merge Accounts
The Employment-Related Benefits Reserve Transferred:	\$ 293,082.00 <u>\$ (120,000.00)</u> <u>\$ 173,082.00</u>	to Operating Fund to Repay for Employment Related Benefits From Operating Fund for the 2016 Budgeted Employment Related Benefits Collection
The Operating Fund Transferred:	\$ 16,443,333.00 \$ 293,081.65 \$ 7,641,369.00 \$ (14,635,696.00) \$ (3,420,802.00) \$ (7,641,368.63) \$ (120,000.00) \$ 141,499.75 <u>\$ (1,298,583.23)</u>	from funds collected in Dec 2016 per Treasurer's Report from Employment-Related Benefits Reserve from Capital Improvement Fund to Repay for capital improvement purchases disbursements made in Dec 2016 per Treasurer's Report To Operating Reserve transfer policy 90 Day target minimum in excess collection to Capital Improvement Reserve to for the 2016 budgeted Capital Improvement Reserve Collection to Employment-Related Benefit Reserves as budgeted for FY 2016 From Fleet Equipment Reserve repay for 2016 budgeted Fleet
The Operating Reserve Transfers:	\$ (200,000.00) \$ (100,000.00) \$ (75,000.00) \$ (725,000.00) \$ 3,420,802.00 <u>\$ (100,000.00)</u> <u>\$ 2,220,802.00</u>	to bring Fleet Equipment Reserve for 2016 budgeted Fleet Equipment Reserve Collection to transfer from Operating Reserve for the 2016 budgeted Water Supply Reserve to transfer from Operating Reserve for the 2016 budgeted Water Efficiency to transfer from Operating Reserve for the 2016 budgeted Water Meter Replacement Reserve From Operating Fund to transfer 90 Day target minimum in excess collection to transfer from Operating Reserves to payback Rate Stabilization Reserve funds
The Capital Improvement Reserve Transfers:	\$ 808,169.00 \$ 7,641,369.00 <u>\$ (7,641,368.63)</u> <u>\$ 808,169.37</u>	from theto merge Depreciation Reserve with Capital Improvement Fund from Operating Fund to Repay for 2016 Budgeted Collection to Operating Fund to Repay for capital improvement purchases

The Fleet Equipment Reserve Transfers:	<u>\$ 200,000.00</u> <u>\$ 200,000.00</u>	from the Operating Reserve for the 2016 budgeted Fleet Equipment Reserve
The Water Supply Reserve Transfers:	<u>\$ 100,000.00</u> <u>\$ 100,000.00</u>	to transfer from Operating Reserve for the 2016 budgeted Water Supply Reserve
The Water Efficiency Reserve Transfer:	<u>\$ 75,000.00</u> <u>\$ 75,000.00</u>	to transfer from Operating Reserve for the 2016 budgeted Water Efficiency Reserve
The Water Meter Replacement Reserve Transfer:	<u>\$ 725,000.00</u> <u>\$ 725,000.00</u>	to transfer from Operating Reserve for the 2016 budgeted Water Meter Replacement Reserve
The Fleet Equipment Reserve Transfer:	<u>\$ (141,499.75)</u> <u>\$ (141,499.75)</u>	To Operating Fund to repay for 2016 budgeted Fleet



Citrus Heights Water District  
Budget Performance Report  
As of 3/31/2017

	March	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
<b>Revenues</b>						
Metered Service Charges	\$776,175.28	\$2,113,718.06	\$2,104,412.73	\$9,305.33	0.44%	\$8,377,902.51
Metered Water Deliveries	169,579.90	568,696.46	681,601.73	(112,905.27)	-16.56%	4,463,092.68
Penalties	13,276.24	41,608.48	38,798.67	2,809.81	7.24%	150,000.00
Interest		(10,338.24)		(10,338.24)	0.00%	
New Account, Fire & Backflow Fees	12,265.41	37,735.83	35,030.97	2,704.86	7.72%	140,179.96
Water Service Install & S&R	259.36	3,216.24	4,350.51	(1,134.27)	-26.07%	17,409.00
Miscellaneous *	7,516.81	25,175.40	30,115.44	(4,940.04)	-16.40%	120,509.97
Income - Wheeling Water		3,058.71	999.60	2,059.11	205.99%	4,000.00
Income - Connection Fees			6,653.85	(6,653.85)	-100.00%	26,626.05
<b>Total Revenue</b>	<b>979,073.00</b>	<b>2,782,870.94</b>	<b>2,901,963.50</b>	<b>(119,092.56)</b>	<b>-4.10%</b>	<b>13,299,720.17</b>
*includes Assessments, Inclusions, Back Charges, Capacity Fee and other Miscellaneous Revenue Sources						
<b>Operating Expenses</b>						
<b>Water Demand Management</b>						
Water Demand Management - Postage			1,249.50	(1,249.50)	-100.00%	5,000.00
Water Demand Management - Printing			5,247.90	(5,247.90)	-100.00%	21,000.00
Water Demand Management - Materials and Supplies			3,623.55	(3,623.55)	-100.00%	14,500.00
Water Demand Management - Contract Services	6,107.00	9,810.50	89,914.02	(80,103.52)	-89.09%	359,800.00
Water Demand Management - Other	3,273.52	3,273.52	3,479.85	(206.33)	-5.93%	13,924.97
Water Demand Management - Incentive Programs	1,350.00	1,800.00	4,918.02	(3,118.02)	-63.40%	19,679.96
<b>Total</b>	<b>10,730.52</b>	<b>14,884.02</b>	<b>108,432.84</b>	<b>(93,548.82)</b>	<b>-86.27%</b>	<b>433,904.93</b>
<b>Operations</b>						
Purchased Water		453,768.00	712,561.62	(258,793.62)	-36.32%	2,851,387.03
Cooperative Transmission Pipeline Maintenance			1,249.50	(1,249.50)	-100.00%	5,000.00
Power to Wells	12,690.52	30,577.87	50,900.64	(20,322.77)	-39.93%	203,684.03
Wells - Repair / Maintenance	171.94	688.35	6,172.53	(5,484.18)	-88.85%	24,700.00
Water Quality Analysis	1,612.00	3,388.00	6,130.56	(2,742.56)	-44.74%	24,532.05
Field Miscellaneous - Dump Fees		193.45	999.60	(806.15)	-80.65%	4,000.00
Small Tools - Field	2,058.54	5,607.20	9,996.00	(4,388.80)	-43.91%	40,000.00
Supplies - Field	2,497.40	7,142.19	6,247.50	894.69	14.32%	25,000.00
Materials	15,889.20	45,638.04	4,998.00	40,640.04	813.13%	20,000.00
Materials - CIP Contra	(19,998.70)	(63,814.24)		(63,814.24)	0.00%	
Roadbase	3,278.40	7,993.71	6,247.50	1,746.21	27.95%	25,000.00
Maintenance Agreements - Equipment	322.00	287.00	2,548.98	(2,261.98)	-88.74%	10,200.00
Maintenance Agreements - Software	2,319.30	24,201.03	32,394.93	(8,193.90)	-25.29%	129,631.57
Repair - Fleet Equipment	3,171.35	8,058.83	13,744.50	(5,685.67)	-41.37%	55,000.00
Repair - Tools and Equipment		835.04	3,748.50	(2,913.46)	-77.72%	15,000.00
Gas and Oil	3,819.61	7,920.80	12,744.90	(4,824.10)	-37.85%	51,000.00
Equipment Rental - Field	452.40	452.40	2,499.00	(2,046.60)	-81.90%	10,000.00
Equipment Rental & Maint - Office & Building Equip	1,310.43	3,237.68	3,534.09	(296.41)	-8.39%	14,142.02

Citrus Heights Water District  
Budget Performance Report  
As of 3/31/2017

	March	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Equipment CIP Contra Account	(40,235.03)	(99,514.47)		(99,514.47)	0.00%	
Permit Fee - Air Quality / Haz Mat		1,633.50	1,549.38	84.12	5.43%	6,200.00
Permit Fee - State Water Resources Control Board		6,333.52	6,997.20	(663.68)	-9.48%	28,000.00
Permit Fee - Encroachment Permits		2,418.00	10,995.60	(8,577.60)	-78.01%	44,000.00
	(10,640.64)	447,045.90	896,260.53	(449,214.63)	-50.12%	3,586,476.70
<b>Professional &amp; Contract Services</b>						
Professional / Contract Services - Engineering	1,752.00	1,752.00	54,978.00	(53,226.00)	-96.81%	220,000.00
Professional / Contract Services - Temporary Labor		236.25	12,495.00	(12,258.75)	-98.11%	50,000.00
Professional / Contract Services - Wells			4,998.00	(4,998.00)	-100.00%	20,000.00
Professional / Contract Services - Office Labor			3,748.50	(3,748.50)	-100.00%	15,000.00
Professional / Contract Services - Meter Reading	5,871.03	26,034.36	28,068.78	(2,034.42)	-7.25%	112,320.04
Professional / Contract Services - Bill Print / Mail	2,748.75	7,630.60	7,497.00	133.60	1.78%	30,000.00
Professional / Contract Services - Financial	5,737.50	5,737.50	11,245.50	(5,508.00)	-48.98%	45,000.00
Professional / Contract Services - Other	18,417.86	36,743.51	30,427.83	6,315.68	20.76%	121,760.02
Contract Services - Concrete			1,999.20	(1,999.20)	-100.00%	8,000.00
Contract Services - Misc Field / O&M	2,423.75	4,181.25	9,496.20	(5,314.95)	-55.97%	38,000.00
Contract Services - Office Repairs / Maint.			999.60	(999.60)	-100.00%	4,000.00
Contract Services - Paving			2,249.10	(2,249.10)	-100.00%	9,000.00
	36,950.89	82,315.47	168,202.71	(85,887.24)	-51.06%	673,080.06
<b>Administrative &amp; General Services</b>						
Janitorial	1,015.00	3,084.00	4,124.61	(1,040.61)	-25.23%	16,505.04
Bank Fees	6,211.98	12,439.85	17,493.00	(5,053.15)	-28.89%	70,000.00
Office Expense	704.53	3,022.87	4,248.30	(1,225.43)	-28.85%	17,000.00
Small Office Equipment	18.23	18.23	1,999.20	(1,980.97)	-99.09%	8,000.00
Dues & Subscriptions	254.33	13,485.47	33,020.55	(19,535.08)	-59.16%	132,135.05
Postage	11,563.63	32,650.07	29,738.10	2,911.97	9.79%	119,000.00
Printing			3,498.60	(3,498.60)	-100.00%	14,000.00
Telephone - Wireless	1,050.84	3,047.36	4,558.17	(1,510.81)	-33.15%	18,239.98
Telephone - Local / Long Distance	2,072.19	3,890.62	5,672.73	(1,782.11)	-31.42%	22,700.00
Telephone - Answering Service	146.84	382.93	624.75	(241.82)	-38.71%	2,500.00
Utilities	1,359.39	4,781.31	5,172.93	(391.62)	-7.57%	20,700.00
Legal & Audit	20,590.68	26,295.68	23,490.60	2,805.08	11.94%	94,000.00
Continued Education	1,424.35	8,355.29	17,847.87	(9,492.58)	-53.19%	71,420.04
Publication Notices			374.85	(374.85)	-100.00%	1,500.00
Office Misc - District Events	595.91	1,138.10	1,421.94	(283.84)	-19.96%	5,690.03
Office Misc - Meeting Accomodations	971.62	1,437.51	1,749.30	(311.79)	-17.82%	7,000.00
Office Misc - Other	1,448.09	1,616.09	549.78	1,066.31	193.95%	2,200.00
Office Misc - Milestone Events	49.69	49.69	1,374.45	(1,324.76)	-96.38%	5,500.00
Computer Software			924.63	(924.63)	-100.00%	3,700.00
	49,477.30	115,695.07	157,884.36	(42,189.29)	-26.72%	631,790.14
<b>Administration Other</b>						
Election Expense		250.00		250.00	0.00%	
Directors Meeting Compensation	2,465.00	4,785.00	5,000.49	(215.49)	-4.31%	20,009.97
Retiree Healthcare Benefit	3,324.42	9,949.26	12,320.16	(2,370.90)	-19.24%	49,300.36

Citrus Heights Water District  
Budget Performance Report  
As of 3/31/2017

	March Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance		Annual Budget
				Amount	Percent	
Salary and Benefits	5,789.42	14,984.26	17,320.65	(2,336.39)	-13.49%	69,310.33
Salary - Office (6 authorized positions)	43,998.77	149,627.23	141,168.84	8,458.39	5.99%	564,901.32
Salary - Water Demand Management (2 authorized positions)	13,529.42	41,148.99	46,754.07	(5,605.08)	-11.99%	187,091.12
Salary - Field / O&M (15 authorized positions)	91,095.30	279,363.13	322,115.76	(42,752.63)	-13.27%	1,288,978.63
Salary - Proj Mgmt & Engineering	22,147.58	64,501.36	102,144.09	(37,642.73)	-36.85%	408,739.85
Standby Duty	1,380.00	3,825.00	4,483.20	(658.20)	-14.68%	17,939.98
Employee Benefit - Vision Insurance	739.51	2,249.91	2,258.10	(8.19)	-0.36%	9,036.01
Employee Benefit - Dental Insurance	3,237.70	9,851.13	9,296.28	554.85	5.97%	37,200.00
Employee Benefit - Health Insurance	30,204.46	94,494.10	97,391.04	(2,896.94)	-2.97%	389,720.04
Employee Benefit - PERS Retirement	16,893.90	50,703.07	147,617.19	(96,914.12)	-65.65%	590,705.04
Employee Benefit - Social Security	12,242.85	37,600.95	45,033.24	(7,432.29)	-16.50%	180,205.04
Employee Benefit - Medicare	2,863.27	8,793.90	10,531.98	(1,738.08)	-16.50%	42,144.77
Employee Benefit - Unemployment Insurance	129.05	4,218.53	2,099.16	2,119.37	100.96%	8,400.00
Employee Benefit - Health Insurance Reimbursement	1,032.22	6,546.20	7,497.00	(950.80)	-12.68%	30,000.00
Employee Benefit - COBRA Insurance	1,552.15	9,081.28		9,081.28	0.00%	
Employee Benefit - CA Emp Training	5.39	175.78		175.78	0.00%	
GASB 68 - Pension Expense	26,741.84	53,483.68		53,483.68	0.00%	
Employee Salary and Benefits - Allocation to CIP	(51,402.49)	(81,148.31)	(137,445.00)	56,296.69	-40.96%	(550,000.00)
	216,390.92	734,515.93	800,944.95	(66,429.02)	-8.29%	3,205,061.80
Insurance						
Insurance - Liability & Comprehensive		6,387.03	18,742.50	(12,355.47)	-65.92%	75,000.00
Insurance - Disability & Life	1,927.22	5,440.38	8,678.13	(3,237.75)	-37.31%	34,726.41
Insurance - Workers Compensation			13,574.22	(13,574.22)	-100.00%	54,318.61
	1,927.22	11,827.41	40,994.85	(29,167.44)	-71.15%	164,045.02
Reserves & Debt Services						
Bad Debt Expense		37.97	1,249.50	(1,211.53)	-96.96%	5,000.00
Debt Service - COP Series 2010	40,843.29	20,243.29	141,793.26	(121,549.97)	-85.72%	567,400.00
Debt Service - COP Series 2012		7,778.90		7,778.90	0.00%	
CSM Deposit Interest Expense		238.56		238.56	0.00%	
	40,843.29	28,298.72	143,042.76	(114,744.04)	-80.22%	572,400.00
Total Operating Expenses	351,468.92	1,449,566.78	2,333,083.65	(883,516.87)	-37.87%	9,336,068.98
Net Income / (Expense)	627,604.08	1,333,304.16	568,879.85	764,424.31	134.37%	3,963,651.19

Citrus Heights Water District  
 Capital Projects Summary  
 Fiscal Period End as of 4/2017

CC-7

Project Number	Project Name	BUDGET				COMMITMENTS	AMOUNTS PAID			PROJECTION
		Project Forecast Budget	Expenditures to 12/2016	Remaining Budget	2017 Budget	Open Commitments	Month to Date	Year to Date	Project to Date	2018 Forecast
C15-102	Corporation Yard Improvements	\$1,385,688	\$83,095	\$1,302,593	\$1,276,188	\$0	\$0	\$70,646	\$153,741	
C16-142	Sunrise Bl Streetscape Ph 2	\$50,000	\$0	\$50,000	\$50,000	\$0	\$0	\$0	\$0	
C16-134	Auburn Blvd-Rusch Park Placer	\$166,357	\$0	\$166,357	\$8,477	\$0	\$0	\$0	\$0	\$157,880
C16-131	Wind Way and Longwood Way	\$327,158	\$0	\$327,158	\$22,004	\$0	\$0	\$0	\$0	\$305,154
C15-137	C-Bar-C Pressure Control	\$850,000	\$0	\$850,000	\$300,000	\$0	\$0	\$0	\$0	\$550,000
C15-133	Higland Ave and Rosa Vista	\$396,487	\$8,777	\$387,710	\$364,910	\$0	\$0	\$9,986	\$18,762	
C15-130	Poplar Ave 14 Trans Main	\$112,335	\$25,807	\$86,528	\$86,528	\$0	\$0	\$0	\$25,807	
<b>Construction in Progress</b>		<b>\$3,288,025</b>	<b>\$117,679</b>	<b>\$3,170,346</b>	<b>\$2,108,107</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80,632</b>	<b>\$198,310</b>	<b>\$1,013,034</b>
C17-012	Water Service Replacements	\$550,000	\$0	\$550,000	\$550,000	\$0	\$0	\$155,522	\$155,522	
C17-013	Water Meter Replacements	\$100,000	\$0	\$100,000	\$100,000	\$0	\$0	\$24,213	\$24,213	
C17-014	Fire Hydrants	\$135,000	\$0	\$135,000	\$135,000	\$0	\$0	\$35,350	\$35,350	
C17-011	Water Valve Replacements	\$140,000	\$0	\$140,000	\$140,000	\$0	\$0	\$19,287	\$19,287	
C17-010	Water Main Replacements	\$63,000	\$0	\$63,000	\$63,000	\$0	\$0	\$0	\$0	
<b>Annual Infrastructure</b>		<b>\$988,000</b>	<b>\$0</b>	<b>\$988,000</b>	<b>\$988,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$234,372</b>	<b>\$234,372</b>	
C15-104B	Document Management System	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
C17-004C	Hydraulic Model	\$42,000	\$0	\$42,000	\$42,000	\$0	\$0	\$0	\$0	
C17-004B	Workstation Replacements	\$20,000	\$0	\$20,000	\$20,000	\$0	\$0	\$0	\$0	
C17-004A	Server Upgrade	\$100,000	\$0	\$100,000	\$100,000	\$0	\$0	\$0	\$0	
C17-004	Technology Hardware/Software	\$0	\$0	\$0		\$0	\$0	\$0	\$0	
C17-003A	1/2 Ton Pickup Unit 14	\$0	\$0	\$0		\$0	\$0	\$0	\$0	

Project Number	Project Name	BUDGET				COMMITMENTS	AMOUNTS PAID			PROJECTION
		Project Forecast Budget	Expenditures to 12/2016	Remaining Budget	2017 Budget	Open Commitments	Month to Date	Year to Date	Project to Date	2018 Forecast
C17-003	Fleet/Field Operations Equip	\$287,500	\$0	\$287,500	\$287,500	\$0	\$0	\$6,179	\$6,179	
C15-104A	Billing/Finance Software	\$500,000	\$0	\$500,000	\$450,000	\$0	\$0	\$0	\$0	\$50,000
C15-104	Technology HW & SW Improvement	\$0	\$30,590	(\$30,590)		\$0	\$0	\$0	\$30,590	
<b>Fleet and Equipment</b>		<b>\$1,199,500</b>	<b>\$30,590</b>	<b>\$1,168,910</b>	<b>\$899,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,179</b>	<b>\$36,769</b>	<b>\$300,000</b>
C17-100	24in Oak at C-Bar-C to Arcade	\$2,100,000	\$0	\$2,100,000	\$100,000	\$0	\$0	\$0	\$0	\$500,000
C17-101	Pleasant View Dr-Oak to Poppy	\$499,231	\$0	\$499,231	\$39,101	\$0	\$0	\$0	\$0	\$460,130
C17-102	Michigan Dr - Sunrise to West	\$249,258	\$0	\$249,258	\$18,255	\$0	\$0	\$0	\$0	\$231,005
C15-101	Fairway 12" & 8" Intertie	\$19,690	\$0	\$19,690	\$19,690	\$0	\$0	\$0	\$0	
C15-132	Graham Cir and Circuit Dr	\$570,984	\$0	\$570,984	\$46,936	\$0	\$0	\$0	\$0	\$524,048
C15-131	Baird Way 12in Main	\$510,337	\$24,038	\$486,299	\$469,995	\$0	\$0	\$5,114	\$29,152	
C15-110	Crestmont Ave 6" Intertie	\$19,980	\$0	\$19,980	\$19,980	\$0	\$0	\$0	\$0	
C15-109	Blossom Hill Way 6" & 10" Inte	\$22,015	\$0	\$22,015	\$22,015	\$0	\$0	\$0	\$0	
<b>Water Mains</b>		<b>\$3,991,495</b>	<b>\$24,038</b>	<b>\$3,967,457</b>	<b>\$735,972</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,114</b>	<b>\$29,152</b>	<b>\$1,715,183</b>
C17-040	Other City Partnerships	\$50,000	\$0	\$50,000	\$50,000	\$0	\$0	\$0	\$0	
C17-041	Other Infrastructure Projects	\$50,000	\$0	\$50,000	\$50,000	\$0	\$0	\$0	\$0	
C17-103	Operations Building Remodel	\$1,475,000	\$0	\$1,475,000	\$175,000	\$0	\$0	\$0	\$0	\$1,300,000
C17-005	Facilities Improvements	\$75,000	\$0	\$75,000	\$75,000	\$0	\$0	\$1,724	\$1,724	
<b>Miscellaneous Projects</b>		<b>\$1,650,000</b>	<b>\$0</b>	<b>\$1,650,000</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,724</b>	<b>\$1,724</b>	<b>\$1,300,000</b>
C17-020	Groundwater Well Improvements	\$115,000	\$0	\$115,000	\$115,000	\$0	\$0	\$0	\$0	
C17-104	Groundwater Well Property Acq	\$890,000	\$3,550	\$886,450	\$740,000	\$0	\$0	\$0	\$3,550	
<b>Wells</b>		<b>\$1,005,000</b>	<b>\$3,550</b>	<b>\$1,001,450</b>	<b>\$855,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,550</b>	
<b>Grand Totals:</b>		<b>\$12,122,020</b>	<b>\$175,856</b>	<b>\$11,946,164</b>	<b>\$5,936,579</b>	<b>\$0</b>	<b>\$0</b>	<b>\$328,021</b>	<b>\$503,877</b>	<b>\$4,328,217</b>

## MARCH 2017 WARRANTS

63043	Bustabade Family Trust	Customer Refund	\$27.16
63044	Marie E Coker Trust	Customer Refund	\$95.95
63045	Richard L Schluter	Customer Refund	\$64.87
63046	Joshua S Ford	Customer Refund	\$14.56
63047	Alexander's Contract Services	Contract Services- Meter Read	\$2,387.11
63048	Sacramento County Utilities	Utilities	\$183.41
63049	Integrity Administrators Inc	Health Insurance	\$291.12
63050	SMAQMD	Permit Fees	\$2,178.00
63051	Sac-Val Janitorial Supply	Supplies-Field	\$143.57
63052	Sonitrol	Equipment Rental-Office	\$317.77
63053	Moonlight BPO	Contract Services- Bill Print	\$4,668.12
63054	Moonlight BPO	Contract Services- Bill Print	\$3,312.78
63055	ACWA/JPIA	Workers Comp Insurance	\$8,516.00
63056	Azteca Systems Inc	Maintenance Agreement- Software	\$19,995.00
63057	Ditch Witch	Fixed Assets	\$9,212.63
63058	Domenichelli and Associates, Inc	Contract Services-Engineering	\$49,309.06
63059	Regional Water Authority	Dues & Subscriptions	\$9,000.00
63060	San Juan Water District	Purchased Water	\$615,005.50
63061	SMUD	Utilities	\$17,725.27
63062	US Bank I.M.P.A.C. Government Services	Continued Education	\$9,352.24
63063	Mateo Family Trust	Customer Refund	\$14.77
63064	Hutchinson Family Trust	Customer Refund	\$8.73
63065	Michael/Ladawna Applegarth	Customer Refund	\$185.04
63066	Elias E/Consuelo S Torres	Customer Refund	\$198.48
63067	Josephine Rubio	Customer Refund	\$261.98
63068	ABA DABA Rentals & Sales	Supplies-Field	\$553.10
63069	AFLAC	Employee Paid Insurance	\$238.56
63070	AnswerNet	Telephone-Answering Service	\$236.09
63071	Ramon Balajadia	Toilet Rebate	\$75.00
63072	BSK Associates	Water Analysis	\$456.00
63073	Burketts	Office Expense	\$238.94
63074	California Society of Municipal Finance Officers	Dues & Subscriptions	\$110.00
63075	Robin Cope	Health Insurance	\$412.00
63076	Dawson Oil Company	Gas & Oil	\$848.33
63077	Rachel / Sean Dennis	Toilet Rebate	\$150.00
63078	Kelly R Drake	Printing	\$45.63
63079	Employee Relations Inc	Contract Services-Other	\$64.60
63080	David Green	Toilet Rebate	\$150.00
63081	Ferguson Enterprises Inc #1423	Material	\$123.91
63082	Holdcom	Telephone-Local/Long Distance	\$305.10
63083	J4 Systems	Contract Services-Other	\$2,793.75
63084	KBA DOCUSYS	Equipment Rental-Office	\$20.06
63085	KBA Docusys Inc	Equipment Rental-Office	\$342.63
63086	Kei Window Cleaning #12	Janitorial	\$92.00
63087	Heide Kingsbury	Toilet Rebate	\$75.00
63088	Kurey & Associates	Contract Services-Engineering	\$450.00
63089	Alberto Preciado	Continued Education	\$113.06
63090	Protection One Alarm Monitoring	Equipment Rental-Office	\$140.00
63091	Thomas Reichel	Toilet Rebate	\$150.00
63092	RW Trucking	Contract Services- Miscellaneous	\$1,757.50
63093	Sac-Val Janitorial Supply	Supplies-Field	\$17.78
63094	SureWest Directories	Telephoe-Local/Long Distance	\$49.00
63095	Thomson Reuters	Dues & Subscriptions	\$57.78
63096	Warren Consulting Engineers Inc	Contract Services-Engineering	\$1,900.00

63098	John/Kathy Ahern	Customer Refund	\$60.51
63099	Peter Lowell Prince Trust	Customer Refund	\$87.81
63100	Nancy E Grasberger	Customer Refund	\$173.37
63101	Matt/Jill Ormond	Customer Refund	\$191.74
63102	James A Mulhall	Customer Refund	\$207.95
63103	Michael O'Sullivan	Customer Refund	\$32.88
63104	Reno Trust 7668	Customer Refund	\$92.95
63105	D & J Capital Inc	Customer Refund	\$74.17
63106-63139	Printer Error	VOID	\$0.00
63140	Airgas USA, LLC	Supplies-Field	\$223.08
63141	Alexander's Contract Services	Contract Services- Meter Read	\$8,959.18
63142	AnswerNet	Telephone-Answering Service	\$146.84
63143	AREA Restroom Solutions	Equipment Rental-Field	\$114.30
63144	Bart/Riebes Auto Parts	Repair-Trucks	\$905.92
63145	Blind Magic/Sierra Services	Janitorial	\$133.00
63146	Bryce Consulting, Inc	Legal & Audit	\$1,280.00
63147	Consolidated	Telephone-Local/Long Distance	\$1,718.09
63148	Corix Water Products, Inc	Material	\$5,965.05
63149	Kelly De La Rosa	Toilet Rebate	\$75.00
63150	Janelle Ingle	Toilet Rebate	\$75.00
63151	J4 Systems	Contract Services-Other	\$1,845.54
63152	Moonlight BPO	Contract Services- Bill Print	\$4,668.12
63153	Les Schwab Tires	Repair-Trucks	\$1,628.88
63154	VOID	VOID	\$0.00
63155	Paul T or Anita White	Toilet Rebate	\$75.00
63156	Twin Home Services	Janitorial	\$95.00
63157	VOID	VOID	\$0.00
63158	VOID	VOID	\$0.00
63159	Colantuono, Highsmith & Watley, PC	Legal & Audit	\$7,974.86
63160	Regional Government Services	Contract Services-Other	\$5,407.30
63161	Colantuono, Highsmith & Watley, PC	Legal & Audit	\$2,941.50
63162	Regional Government Services	Contract Services-Other	\$5,087.85
63163	S Denise Davis Trust	Customer Refund	\$84.19
63164	Gordon H Dey Revocable Trust 2006	Customer Refund	\$7.35
63165	Yong Cha Talbert	Customer Refund	\$109.92
63166	Shu Zhao	Customer Refund	\$68.83
63167	AREA Restroom Solutions	Equipment Rental-Field	\$114.30
63168	Avalon Custodial Care	Janitorial	\$695.00
63169	Axcient Inc	Maintenance Agreement- Software	\$444.30
63170	Corelogic Information Solutions Inc	Dues & Subscriptions	\$204.33
63171	Corix Water Products, Inc	Material	\$7,093.19
63172	Faresh Family Trust 2004	Customer Refund	\$60.21
63173	Dawson Oil Company	Gas & Oil	\$957.19
63174	FP Mailing Solutions	Equipment Rental-Office	\$316.87
63175	Future Ford	Repair-Trucks	\$537.76
63176	Ferguson Enterprises Inc #1423	Material	\$123.91
63177	Indoor Environmental Services	Maintenance Agreement-Equipment	\$322.00
63178	J4 Systems	Contract Services-Other	\$710.00
63179	Kaiser Foundation Health Plan, Inc	Health Insurance	\$15,809.92
63180	Liebert Cassidy Whitmore	Legal & Audit	\$245.00
63181	Moonlight BPO	Contract Services- Bill Print	\$2,735.45
63182	Pace Supply Corp	Material	\$1,547.32
63183	Pacific Gas & Electric	Utilities	\$94.79
63184	Quenby Rubin-Sprague	Contract Services-Financial	\$2,975.00
63185	Red Wing Shoe Store	Small Tools	\$550.00
63186	Rescue Training Institute Inc	Fixed Assets	\$50.00
63187	Sophos Solutions	Contract Services-Other	\$3,680.00
63188	Titan Workforce LLC	Contract Services-Temporary Labor	\$1,181.25

63189	United Textile	Supplies-Field	\$326.09
63190	Voyager Fleet Systems Inc	Gas & Oil	\$1,342.39
63191	Regional Government Services	Contract Services-Other	\$119.95
63192	Sergio Cota	Customer Refund	\$96.02
63193	Jubilee Tufu	Customer Refund	\$166.47
63194	Warren Adams Inc	Customer Refund	\$15.28
63195	Estate of Barbara D. Crosley	Customer Refund	\$14.27
63196	David L Zehnder	Customer Refund	\$345.36
63197	Euro Pacific Mortgage LLC	Customer Refund	\$46.09
63198	ABA DABA Rentals & Sales	Supplies-Field	\$235.93
63199	AREA Restroom Solutions	Equipment Rental-Field	\$114.30
63200	Bart/Riebes Auto Parts	Repair-Trucks	\$100.65
63201	BSK Associates	Water Analysis	\$1,096.00
63202	California Urban Water Conservation Council	Water Conservation-Other	\$3,273.52
63203	Caltronics Business System	Small Office Equipment	\$189.64
63204	Central Valley Engineering & Asphalt, Inc.	Contract Services-Concrete Paving	\$4,108.19
63205	CirclePoint	Contract Services-Conservation	\$2,827.50
63206	Dawson Oil Company	Gas & Oil	\$116.26
63207	FP Mailing Solutions	Equipment Rental-Office	\$173.10
63208	Gaynor Telesystems Incorporated	Fixed Assets	\$197.50
63209	Hach Company	Wells Maintenance	\$171.94
63210	HD Supply Waterworks LTD	Material	\$1,057.95
63211	VOID	VOID	\$0.00
63212	Integrity Administrators Inc	Health Insurance	\$303.25
63213	J4 Systems	Contract Services-Other	\$937.51
63214	KASL Consulting Engineers	Contract Services-Engineering	\$1,302.00
63215	Moonlight BPO	Contract Services- Bill Print	\$2,551.06
63216	A. Teichert & Son, Inc.	Road Base	\$3,278.40
63217	The Lincoln National Life Insurance Company	Disability & Life Insurance	\$5,991.61
63218	Tree Pros, Inc	Contract Services- Miscellaneous	\$785.00
63219	Verizon Wireless	Telephone-Wireless	\$1,050.84
63220	Daniel Noonan DBA: Intependent Plumbing	Contract Services- Miscellaneous	\$330.00
<b>TOTAL</b>			<u>\$888,057.98</u>
ACH	FEB 2017 FEE	Bank Fee	\$2,267.50
ACH	FEB 2017 PH	Bank Fee	\$182.61
ACH	MARCH 2017 GASB68	PERS	\$26,741.84
ACH	PERS 3/9/17 PAYDAY	PERS	\$15,409.96
ACH	VALIC 3/23/17 PAYDAY	Deferred Compensation	\$2,142.50
ACH	VANCO 3/15/17	Contract Services-Other	\$97.90
ACH	WHA	Health Insurance	\$13,894.54
ACH	PAYCHEX	Contract Services-Other	\$361.10
ACH	FEB 2017 FD	Bank Fee	\$250.61
ACH	FEB 2017 WEB	Bank Fee	\$3,511.26
ACH	PERS 3/23/17 PAYDAY	PERS	\$15,409.96
ACH	VALIC 3/9/17 PAYDAY	Deferred Compensation	\$3,592.50
ACH	VOYA 3/23/17 PAYDAY	Deferred Compensation	\$25.00
ACH	VOYA 3/9/17 PAYDAY	Deferred Compensation	\$25.00
ACH	WELLS FARGO BANK 3/31/17	COP Debt Service	\$40,843.29
<b>TOTAL</b>			<u>\$124,755.57</u>
<b>GRAND TOTAL</b>			<u><u>\$1,012,813.55</u></u>
<b>April Checks Approved at April Board Meeting</b>			
63226	US Bank I.M.P.A.C. Government Services	See Agenda Item CC-9	\$8,991.34
63223	Albietz Law Firm	Legal & Audit	\$9,429.32



63225	SMUD	Utilities	\$13,955.12
63224	Domenichelli and Associates, Inc	Contract Services-Engineering	<u>\$16,295.23</u>
<b>TOTAL</b>			<u>\$48,671.01</u>

**US BANK - CAL-Card Distributions**

March 2017

*i:/users/ap/CalCard/(current year) -Distribution for monthly payment.xls*

<b>TOTAL</b>
<b>BILL</b>

		<b>54210</b>	<b>54211</b>	<b>54231-02</b>	<b>54241-01</b>	<b>56200</b>	<b>56230</b>	<b>56830</b>	<b>56890-01</b>	<b>56890-02</b>	<b>56890-03</b>	<b>56890-04</b>
		Tools	Supplies	Main Agree Software	Repair Truck	Office Exp	Postage	C.E.	Office Misc, District Event	Mtg Accom	Office Misc, Other	Office Misc, Milestone Events
Cutler	\$ 666.27	542.62	102.00			21.65						
Dains	\$ -											
Dietrich	\$ 17.99				17.99							
Evans	\$ 360.73		(26.53)			36.61			\$300.00	50.65		
Gordon	\$ 32.99				32.99							
Hensley	\$ -											
Pieri	\$ -											
Riehle	\$ -											
Sheehan	\$ -											
Shockley	\$ 7,531.98	1,311.07	2,133.88			217.69	85.00	1,265.66	295.91	789.59	1,383.49	49.69
Smoot	\$ -											
Sohal	\$ 381.38			250.00						131.38		
Straus	\$ -											
<b>TOTAL</b>	<b>\$ 8,991.34</b>	<b>1,853.69</b>	<b>2,209.35</b>	<b>250.00</b>	<b>50.98</b>	<b>275.95</b>	<b>85.00</b>	<b>1,265.66</b>	<b>595.91</b>	<b>971.62</b>	<b>1,383.49</b>	<b>49.69</b>

2017

**V#:** \_\_\_\_\_  
**Date:** 3/31/17

April 11, 2017 - AGENDA ITEM: CC-9



# CITRUS HEIGHTS WATER DISTRICT

## PROJECT MANAGEMENT AND ENGINEERING DEPARTMENTAL REPORT APRIL 11, 2017 REGULAR MEETING

SUBJECT : PROJECT MANAGEMENT AND ENGINEERING DEPARTMENTAL REPORT  
 STATUS : Information Item  
 REPORT DATE : April 4, 2017  
 PREPARED BY : Paul A. Dietrich, Project Manager

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	Point of Contact	Date	To Board? If Yes, Date	Strategic Planning Item	Item Description	Update from Last Report
<b>PROJECT 2030 Water Main Replacement Project</b>	Engineering	Missy Pieri	Release RFP- Week of 4/3/17	Yes, 8/8/17 (Award of Contract)	Yes	2017-2018 Masterplan for replacement of mains installed in 1960-1985.	Release RFP anticipated on April 7, 2017
<b>CAPITAL IMPROVEMENT PROJECT Corporation Yard Improvements Phase 1</b>	Engineering	Paul Dietrich		Yes, 4/11/17	Yes	2017 design and construction of Vacuum Spoils Disposal, Wash Station, Materials Storage, and Safety and Efficiency Upgrades.	Reviewing 90% plans. Preparing Board presentation for 4/11/17.

Items of Interest	Department	Point of Contact	Date	To Board? If Yes, Date	Strategic Planning Item	Item Description	Update from Last Report
<b>CAPITAL IMPROVEMENT PROJECT</b> <b>Operations Building Remodel</b>	Engineering	Paul Dietrich	On-going	Yes, 6/13/17	Yes	2017 Masterplan for office space requirements through 2040.	
<b>CAPITAL IMPROVEMENT PROJECT</b> <b>Highland Ave &amp; Rosa Vista Ln 8" Water Mains</b>	Engineering	Missy Pieri	On-going	Yes, 5/16/17	No	2017 design and construction.	Contact customers on Rosa Vista re: easements. Mark-up 60% plans.
<b>CAPITAL IMPROVEMENT PROJECT</b> <b>Graham Cir and Circuit Dr 8" Water Mains</b>	Engineering	Tamar Dawson	On-going	Yes, TBD	No	2017 design, 2018 construction. Preparing 60% plans.	
<b>PRIVATE DEVELOPMENT</b> <b>Northridge Grove - 5555 Mariposa Ave 47 Condominiums</b>	Engineering	Paul Dietrich	On-going	Yes, TBD	No	85% Complete	

<b>Items of Interest</b>	<b>Department</b>	<b>Point of Contact</b>	<b>Date</b>	<b>To Board? If Yes, Date</b>	<b>Strategic Planning Item</b>	<b>Item Description</b>	<b>Update from Last Report</b>
<b>PRIVATE DEVELOPMENT Commercial Building Remodel - 5414-50 Sunrise Blvd</b>	Engineering	Missy Pieri	On-going	Yes, TBD	No	Pre-Con Meeting 12/1/16	
<b>PRIVATE DEVELOPMENT Louis-Orlando Bus Transfer Point - Louis Ln at Orlando Ave</b>	Engineering	Missy Pieri	On-going	Yes, TBD	No	Plans Signed 2/4/16	
<b>PRIVATE DEVELOPMENT Meier Estates - North Sims Way 7 Lot Subdivision</b>	Engineering	Missy Pieri	On-going	Yes, TBD	No	Signed 5/23/16 Pre-con Meeting 3/27/17	
<b>PRIVATE DEVELOPMENT Dignity Health Building - 7115 Greenback Ln</b>	Engineering	Missy Pieri	On-going	Yes, TBD	No	Plans Signed 6/8/16	
<b>PRIVATE DEVELOPMENT 3 Lot Residential Subdivision - 5648-5696 San Juan Ave</b>	Engineering	Missy Pieri	On-going	Yes, TBD	No	Plans Signed 11/14/16	

Items of Interest	Department	Point of Contact	Date	To Board? If Yes, Date	Strategic Planning Item	Item Description	Update from Last Report
<b>PRIVATE DEVELOPMENT 7940 Patton Ave - Replace Existing Home</b>	Engineering	Missy Pieri	On-going	Yes, TBD	No	Plans Signed 1/11/17	
<b>Annexations:</b>	Engineering	Missy Pieri	On-going	Yes, TBD	No	Livoti Tract, Sacramento County, and Verne Tract Territory to SJWD	
	Engineering	Missy Pieri	On-going	Yes, TBD	No	7311 Hickory Avenue - Property owner annexing parcel into District to allow for water to be provided by CHWD	New Item – LAFCo Meeting April 5, 2017

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

SUBJECT : OPERATIONS DEPARTMENTAL REPORT  
 STATUS : Information Item  
 REPORT DATE : April 1, 2017  
 PREPARED BY : David M. Gordon, Operations Manager

<b>Facilities Maintenance</b>					
	Completed WO's			Completed WO's	
	Current Mth	Year to Date		Current Mth	Year to Date
Backflow Maintenance			Meter Register Replacement	10	44
Blow Off Maintenance	2	21	Meter Repair/Test/Maintenance		
Hydrant Maintenance	39	113	Pot Hole Work		
Leak Investigation	1	1	Water Service repair/locate	1	2
Mainline Repair/Maintenance	1	1	Valve, Mainline Maintenance	64	169
Meter Box Maintenance	3	4	Valve Box Maintenance	1	1
<b>TOTAL</b>	<b>122</b>	<b>356</b>			
<b>CIP Projects</b>					
	Completed WO's				
	Current Mth	Year to Date			
C17-010 Water Mainline					
C17-011 Water Valves		6			
C17-012 Water Services	18	82			
C17-013 Water Meters	7	48			
C17-014 Fire Hydrants	2	4			
<b>TOTAL</b>	<b>27</b>	<b>140</b>			
<b>Water Quality</b>					
<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.</i>					



**CITRUS HEIGHTS WATER DISTRICT**  
**OPERATIONS MANAGER'S REPORT TO BOARD OF DIRECTORS**  
**APRIL 11, 2017 REGULAR BOARD MEETING**

SUBJECT : 2017 WATER SUPPLY - PURCHASED & PRODUCED  
 STATUS : Information Item  
 REPORT DATE : April 3, 2017  
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor

**OBJECTIVE:**

Report on annual water supply including comparison with prior years.

Month	2013 2014 2015 2016				2017				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					
	2013	2014	2015	2016	Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
Jan	602.52	602.39	570.05	539.60	433.94	72.87	506.81	506.81	-95.71	-15.9%
Feb	606.36	450.96	511.52	484.53	376.41	67.58	443.99	950.80	-258.08	-21.3%
Mar	819.55	612.20	725.95	517.56	462.69	83.91	546.60	1,497.40	-531.03	-26.2%
Apr	1,029.73	737.30	761.02	677.81						
May	1,603.43	1,190.07	869.08	979.49						
Jun	1,816.73	1,548.66	1,065.10	1,343.76						
Jul	2,059.21	1,622.10	1,184.95	1,544.57						
Aug	1,924.28	1,477.49	1,188.18	1,579.80						
Sep	1,509.82	1,275.11	1,069.78	1,257.91						
Oct	1,297.42	1,030.74	918.67	840.80						
Nov	911.55	682.48	589.6	561.82						
Dec	700.94	563.15	519.57	518.62						
<b>Total</b>	14,881.54	11,792.65	9,973.47	10,846.27	1,273.04 85.02%	224.36 14.98%	1,497.40	1,497.40		

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

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SUBJECT : WATER SUPPLY RELIABILITY  
STATUS : Information Item  
REPORT DATE : April 3, 2017  
PREPARED BY : David M. Gordon, Operations Manager

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### **OBJECTIVE:**

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

### **BACKGROUND AND ANALYSIS:**

As of midnight on April 2, 2017, storage in Folsom Lake (Lake) was at 591,029 acre-feet, 60 percent of the total capacity of 977,000 acre-feet. This is about 93 percent of historical average for this date. This represents an increase in storage of 186,638 acre-feet in the past month.

The District's total water use during the month of March 2017 (546.60 acre-feet) was 33.3 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. All District wells (Bonita, Mitchell Farms, Palm, Skycrest, Sylvan and Sunrise) remain operational and are being operated on a rotational or as-needed, basis.

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# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

SUBJECT : POLICY AMENDMENTS FOR BOARD OF DIRECTORS BENEFITS  
 STATUS : Action Item  
 REPORT DATE : April 5, 2017  
 PREPARED BY : Robyn Evans, Senior Management Services Specialist

**OBJECTIVE:**

Consider Amendments to Policy 4210, Health Insurance; Policy 4211, Dental Insurance; and Policy 4212, Vision Insurance.

**BACKGROUND AND ANALYSIS:**

At the March 14, 2017 Board Meeting, staff was directed to amend benefit-related policies to enable Board Members to receive the same benefits provided to employees, but at the Board Member’s expense, which is consistent with existing Policy 2080, “Benefits for Directors and Officers”. This policy permits Directors to participate in District benefit plans at the sole and express expense of the Director subject to the terms, conditions, and acceptance of the District’s employee benefit provider(s). The amended policies refer to Policy 2080 for consistency and clarify that Directors are solely responsible for the cost of participating in the plans.

Policies affected include the following:

- Policy 4210, Health Insurance;
- Policy 4211, Dental Insurance; and
- Policy 4212, Vision Insurance.

Subsequently, new information was received regarding direction to include Board Members in the District’s group Life Insurance and Accidental Death and Dismemberment Insurance (Policy 4220) at no cost to the District. It was determined that the current group Life Insurance contract requires 100% participation and is non-contributory, which is not in line with the Board’s direction.

Therefore, another option is to purchase an individual life insurance policy. The District staff works with a local insurance broker, who represents many companies, and is available to work with individual Board Members to secure preferred coverage. Staff has contact information available at Board Member’s request.

In light of this new information, no amendment is needed for Policy 4220, Life Insurance and Accidental Death and Dismemberment Insurance.

**RECOMMENDATION:**

Approve amendments as directed at the March 14, 2017 Board Meeting for Policy 4210, Health Insurance; Policy 4211 Dental Insurance; and Policy 4212 Vision Insurance.

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

Attachment 1

POL 4210

Health Insurance Amendment

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CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

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POLICY TYPE : HUMAN RESOURCES  
POLICY TITLE : HEALTH INSURANCE  
POLICY NUMBER : 4210  
DATE ADOPTED : JANUARY 7, 1986  
DATE AMENDED : ~~JANUARY 10~~[APRIL 11](#), 2017  
AMENDMENTS : (1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JANUARY 16, 2001; (4) JANUARY 8, 2002;  
(5) JANUARY 7, 2003; (6) JANUARY 13, 2004; (7) JANUARY 11, 2005; (8) MAY 10, 2005  
(9) JANUARY 10, 2006; (10) JANUARY 9, 2007; (11) JUNE 10, 2008; (12) JANUARY 11,  
2011; (13) JANUARY 10, 2012; (14) JANUARY 8, 2013; (15) JANUARY 14, 2014;  
(16) DECEMBER 9, 2014; (17) JANUARY 13, 2015; ~~(18)~~[JANUARY 10, 2017](#)

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4210.00                    HEALTH INSURANCE

Regular employees working forty (40) or more hours per week, and their dependents, as defined in Section 4210.10 of this Policy, are covered by a group health insurance plan through the District. Group health insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Employment Memorandum of Understanding between the District and the Part-Time employee (see Human Resources Policy 4001).

Coverage begins on the first day of the month following the employee's hire date and is paid by the District to a monthly maximum of \$1,800.00 per employee. Monthly health insurance premium amounts for a covered employee that exceed this monthly maximum shall be paid by the employee in the form of a payroll deduction from each pay period. Covered employees shall also pay a contribution toward their health insurance coverage in accordance with the following:

Employee only:	\$ 0.00 per pay period
Employee + one:	\$25.00 per pay period
Employee + family:	\$50.00 per pay period

Co-payments shall be the full responsibility of the employee at time of service. Upon submission of a claim to a third party administrator, eligible co-payments will be reimbursed from a District-funded account per the following schedule:

Covered employees:	100 percent of co-payments for all covered medical services, prescriptions and equipment except for the following:  75 percent of co-payments for brand name and non-formulary prescription co-payments.
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Covered dependents: 100 percent of co-payments for all covered medical services, prescriptions and equipment except for the following:

75 percent of co-payments for medical office visits including but not limited to preventive examinations, maternity/prenatal care, well-child preventive care, behavioral/mental health services and vision examinations.

75 percent of co-payments for brand name and non-formulary prescription co-payments.

It is mandatory that each employee notify the Human Resources Specialist whenever any additions or deletions occur in his/her dependent status.

Employees may elect not to enroll in a District-provided health insurance plan if they have duplicating health insurance coverage through a spouse's or a registered domestic partner's employer. Employees making such an election shall provide written documentation to the District verifying their health insurance coverage at least every six (6) months. If an employee elects not to enroll in the District-provided health insurance plan, the employee shall receive a payment of \$400.00 per month in lieu of health insurance enrollment. The payment shall be processed through the District's payroll, and is subject to all applicable federal, state and local withholdings.

#### 4210.01 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers with at least twenty (20) employees to continue health care coverage for employees and/or eligible dependents, as defined in Section 4210.10 of this Policy, that lose coverage due to certain qualifying events. If an employee's group health benefits end due to specified qualifying events in compliance with federal law, the employee or dependent may elect to continue coverage under the District's health insurance plan for a limited period and at the employee's or dependent's expense as provided by federal and/or state law.

Covered employees or eligible dependents will be responsible for notifying the health insurance plan administrator of divorces, legal separations, or loss of dependent status. Individuals will have a limited period to elect to continue the health care coverage as provided by federal or state law.

Employees and dependents that qualify and wish to continue their health care coverage will receive notification of their COBRA rights from the District's third-party administrator and will receive the necessary information and forms to initiate the conversion process.

#### 4210.10 Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier or by state or federal law. Evidence

of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, proof of college enrollment, etc.) may be required by carriers as a condition of providing dependent coverage

42.10.11                      Directors

Consistent with Section 2080.20 of the Policy entitled “Benefits for Directors and Officers,” Directors may participate in the District’s group health insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

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Attachment 2  
Policy 4211  
Dental Insurance Amendment



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CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

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POLICY TYPE : HUMAN RESOURCES  
POLICY TITLE : DENTAL INSURANCE  
POLICY NUMBER : 4211  
DATE ADOPTED : JANUARY 7, 1986  
DATE AMENDED : ~~DECEMBER 13~~ [APRIL 11, 2016](#) [2017](#)  
AMENDMENTS : (1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008; ~~(4) DECEMBER 13, 2016;~~

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4211.00                    DENTAL INSURANCE

The District provides group dental insurance—for Regular employees who work 32 hours per week or more and their eligible dependents. Group dental insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001).

The premium is fully paid by the District.

4211.10                    Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, proof of college enrollment, etc.) may be required by carriers as a condition of providing dependent coverage.

[4211.15](#)                    [Directors](#)

[Consistent with Section 2080.20 of the Policy entitled “Benefits for Directors and Officers,” Directors may participate in the District’s group dental insurance plan in the same manner and subject to the same terms and conditions as eligible employees. However, Directors shall be responsible for the entire cost of coverage. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.](#)

4211.20                    Policy Renewal

Renewal of the Dental Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

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Attachment 3  
Policy 4212  
Vision Insurance Amendment

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CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

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POLICY TYPE : HUMAN RESOURCES  
POLICY TITLE : VISION INSURANCE  
POLICY NUMBER : 4212  
DATE ADOPTED : JUNE 3, 1992  
DATE AMENDED : ~~DECEMBER 13~~ [APRIL 11, 2016](#) [2017](#)  
AMENDMENTS : (1) JULY 24, 1995; (2) JUNE 10, 2008, [\(3\) DECEMBER 13, 2016](#)

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4212.00 VISION INSURANCE

The District provides group vision insurance for Regular employees who work thirty-two (32) hours per week or more and their eligible dependents. Group vision insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001).

The premium is fully paid by the District.

4212.10 Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, proof of college enrollment, etc.) may be required by carriers as a condition of providing dependent coverage.

[4212.15](#) [Directors](#)

[Consistent with Section 2080.20 of the Policy entitled “Benefits for Directors and Officers,” Directors may participate in the District’s group vision insurance plan in the same manner and subject to the same terms and conditions as eligible employees. However, Directors shall be responsible for the entire cost of coverage. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.](#)

4212.20 Policy Renewal

Renewal of the Vision Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

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# CITRUS HEIGHTS WATER DISTRICT

## WATER EFFICIENCY SUPERVISOR REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

SUBJECT : WATER EFFICIENCY PROGRAM UPDATE  
 STATUS : Information Item - Consent Calendar  
 REPORT DATE : April 6, 2017  
 PREPARED BY : Rex W. Meurer, Water Efficiency Supervisor

Water Efficiency program updates are summarized below.

### ACTIVITIES AND PROGRESS REPORT

Water Efficiency Program activities during the month of March 2017 include:

- 18 ultra-low-flush toilet (ULFT) rebates were processed for the month of March. A total of 24 ULFT rebates have been processed for a total of \$1,800.00 year to date.
- For the month of March, 0 High Efficiency Clothes Washer (HECW) rebates were processed. Year-to-date, 0 HECW rebates were processed by SMUD for District customers.
- 59 water waste calls were received during the month of March. 6 reports of water waste were received through the CHWD’s Water Efficiency Resources web page. An additional 5 service requests were generated in-house by staff. A total of 43 contacts (mostly visits to customers’ homes and phone calls) have been completed based on these reports.
- Two Ecolandscape classes have been scheduled. The first workshop, “**Getting the Best Yard with the Least Water**” will be held on Saturday, June 10, 2017 from 9:00-12:00 and the second workshop, **Designing Eco-Friendly Landscapes and Water-Wise Irrigation Systems** will be held on Saturday, June 24, 2017 from 9:00-12:00, both held at the Citrus Heights Community Center.
- The following table summarizes the R-GPCD values for CHWD to date:

Month	R-GPCD 2016	R-GPCD 2017	% CHANGE
January	80	75	-.06%
February	77	72	-.06%
March	77	80	04%
April	107		
May	155		
June	213		
July	237		
August	242		
September	189		
October	123		

<b>Month</b>	<b>R-GPCD 2016</b>	<b>R-GPCD 2017</b>	<b>% CHANGE</b>
November	85		
December	76		

Below is a recap of the region's overall water saving in February 2017 as compared to 2013.

<b>REDUCTION BY AGENCY (Data compared to 2013)</b>		
<b>Water Agency</b>	<b>Feb. 2017 Reduction</b>	<b>Jun. 2016- Feb. 2017 Reduction</b>
Fair Oaks Water District	33.3%	25.9%
Orange Vale Water Company	31.4%	28.6%
City of Woodland	31.0%	23.1%
Elk Grove Water District	30.1%	24.6%
City of Roseville	29.5%	22.6%
City of Lincoln	29.4%	20.5%
City of Davis	27.6%	20.6%
<b>Citrus Heights Water District</b>	<b>26.8%</b>	<b>24.8%</b>
Rancho Murietta CSD	26.8%	22.1%
California American Water	26.5%	27.5%
City of Sacramento	26.3%	25.1%
City of West Sacramento	25.6%	22.6%
Carmichael Water District	25.2%	24.4%
City of Yuba City	24.5%	23.5%
El Dorado Irrigation District	22.1%	19.5%
Placer County Water Agency	22.1%	17.8%
Del Paso Manor Water District	19.8%	24.1%
Golden State Water Company	18.9%	19.4%
Rio Linda/Elverta CWD	10.4%	23.4%
City of Folsom	6.0%	10.0%
Sacramento County Water Agency	24.1%	19.4%
Sacramento Suburban WD	23.3%	22.3%
San Juan Water District	50.8%	21.9%
Average	25.7%	22.3%
Minimum	6.0%	10.0%
Maximum	50.8%	28.6%

**MEMORANDUM**

**To:** Board of Directors  
**From:** Hilary M. Straus, General Manager  
**Date:** April 6, 2017  
**Subject:** **Introduction of new San Juan Water District General Manager Paul Helliker**

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Paul Helliker, newly appointed General Manager of San Juan Water District, has been included on the CHWD Board agenda for April 11<sup>th</sup> to provide Mr. Helliker with a formal opportunity to introduce himself to the CHWD Board and answer questions.

Mr. Helliker hosted his first General Managers/Leadership Staff meeting for the wholesale family of agencies on March 27<sup>th</sup> and agency staffs began discussing items of mutual interest. Looking ahead, items for discussion on the list include, but are not limited to:

- Next steps on San Juan and Wholesale Customers Water Reliability Planning (clearly defining wholesale & member agency responsibilities)
- Updating of the wholesale water supply agreements (normal ops, dry year ops, emergency ops, water transfers)
- Sharing of SCADA information at wholesale connections
- Strategy on 2017 Groundwater pumping within the SJWD wholesale service area relative to San Juan Wholesale impacts and opportunities
- Develop common position on implementation of a regional Groundwater bank relative to impacts and opportunities
- Develop common position on implementation of a regional water transfer relative to impacts and opportunities
- Wholesale and retail agency CIPs and financial implications to the SJWD family
- 2-way supply agreements, addressing groundwater and surface water
- “Standardization” of meters
- Legislation for urban water management plans and long-term efficiency
- Negotiations on WaterFix and the Bay-Delta Plan
- Other discussions of the Modified Flow Management Standard

**Introduction of SJWD General Manager Paul Helliker  
CHWD Board Meeting of April 11, 2017  
Page 2**

The following is brief professional biography for Paul Helliker:

**Paul Helliker, General Manager, San Juan Water District**

Paul Helliker was appointed by the Board of Directors of the San Juan Water District to the position of General Manager, starting March 6, 2017. Reporting to the Board in that role, Paul manages all operations of the District, which is the wholesale water supplier to Citrus Heights Water District, the City of Folsom (north of the American River), Fair Oaks Water District, and the Orangevale Water Company. Paul has worked in environmental and resource management programs for 26 years, with experience at the federal, state and local levels. Prior to joining DWR, Paul served for a year and a half as the General Manager of the Humboldt Bay Municipal Water District. Paul also served as the Deputy Director of the California Department of Water Resources and the General Manager of the Marin Municipal Water District. Paul holds bachelor's degrees in Philosophy and in Civil Engineering and a master's degree in Environmental Engineering, all from Stanford University.



**CITRUS  
HEIGHTS  
WATER  
DISTRICT**

## MEMORANDUM

**To:** Board of Directors  
**From:** Paul Dietrich, Project Manager  
**Date:** April 11, 2017  
**Subject:** Corporation Yard 90% Design Presentation

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Staff will provide the Board with an overview of the ninety percent (90%) design of the Corporation Yard Master Plan – Phase 1 Improvements (Project Number C15-102). Sara Rogers, P.E., Vice President, Domenicelli and Associates, Inc. will discuss details of the design and be available for questions.



# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

SUBJECT : BUSINESS PROCESS REVIEW OF UTILITY BILLING SOFTWARE AND DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH INVOICE CLOUD

STATUS : Action Item

REPORT DATE : April 02, 2017

PREPARED BY : Susan K. Sohal, Accounting Supervisor

### **OBJECTIVE:**

Consider approval of an agreement for electronic billing and payment services with Invoice Cloud.

### **BACKGROUND AND ANALYSIS:**

As a result of the Strategic Planning Item – Utility Billing and Finance Software, staff conducted a Business Process Review (BPR) of CHWD current billing system (Cogsdale). Due to the State's consideration of water budgets, the BPR was completed in lieu of a new software purchase. During the BPR, staff focused on optimizing the software interface at both the staff and customer level.

One major area of opportunity presented during the BPR was to upgrade electronic billing and payment services through Invoice Cloud. Invoice Cloud is a third party vendor to Cogsdale. Invoice Cloud provides integration with Cogsdale's CIS (Customer Information Systems) and Customer Web. It specializes in providing customers with the ability to make payments online, via mobile phone, or over the phone, and staff is provided with administrative tools for reporting and reconciliation.

Key drivers for the upgrade to Invoice Cloud included additional customer features/services, operational efficiency and reduced cost. Customer enhancements include: automated email notifications with up to 27 event-based reminder emails, paperless billing, and automated bill pay via credit card/ACH, up to 24 months of bill history, and multiple accounts under one profile. Staff level enhancements would include updating account information, sending invoice notification for a bill not received, single batch payment imports, detailed reporting, and real-time data between the web portal and billing system. Further information on Invoice Cloud can be found in Attachment A of this report. There is no cost to set-up and change over to Invoice Cloud. In fact, there will be a projected monthly savings (Attachment C) of approximately \$409.72 in payment processing fees and \$125, factoring a modest usage of five (5%) percent paperless customer base within the first year.

Staff inquires with several public agencies included positive feedback such as a smooth implementation process and a high customer paperless adoption rate of twenty-five percent. Staff is recommending to enter into agreement (Attachment B) with Invoice Cloud. Assistant General Counsel Joshua Nelson has reviewed the agreement and the agreement presented for Board consideration includes the Assistant General Counsel's changes.

### **RECOMMENDATION:**

Authorize General Manager to enter into an agreement for electronic billing and payment services with Invoice Cloud.

**ACTION:**

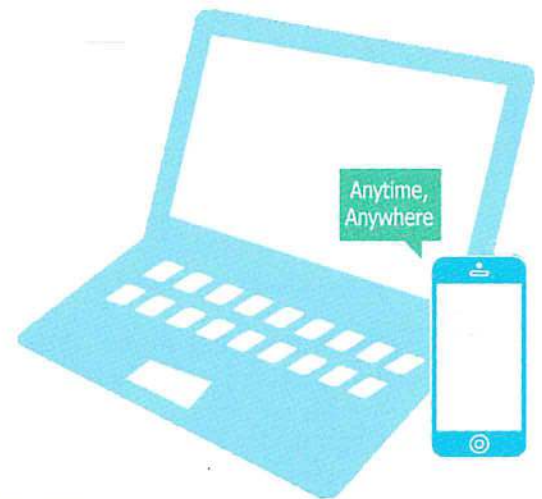
Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

**ATTACHMENT A**  
**Invoice Cloud Information Sheet**

**Electronic Bill Presentment & Payment (EBPP)** is the most effective way of presenting customers with their statement while providing a convenient way to pay and track their bills. Because paper is no longer needed, printing and postage costs are greatly reduced or eliminated.

## Multi-Functionality in One Easy-to-Use Interface

- ✓ Online Bill Presentment and Notification
- ✓ Major Credit/Debit Card Processing
- ✓ Electronic Check Processing (ACH)
- ✓ Customer Communications Platform
- ✓ Automated Paperless Enrollment & Print Program
- ✓ Recurring Automatic Payments
- ✓ One Time & Scheduled Payments
- ✓ Customer Account Management Center
- ✓ Integration with Billing Software
- ✓ Automated Deposit of Checks from Online Bank Sites
- ✓ Over the Counter (POS) Payment Acceptance
- ✓ Integrated Kiosk and IVR (inbound and outbound) Payments
- ✓ Optimized Mobile Payments including "Pay by Text"



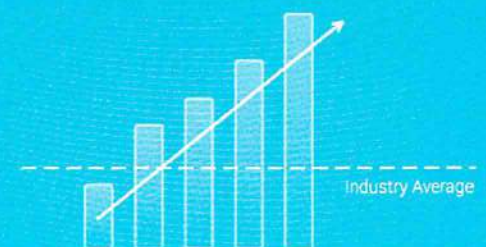
## Flexibility & Customization for Better Customer Communication

- **Email Notifications**  
Customers receive an email written by you and branded with your logo notifying them that their bill is ready to be paid. They can then click to view and/or pay the bill online or print it if needed.
- **Easy Payment Options**  
Allow customers to pay with credit/debit cards, e-checks, or ACH from a checking or savings account. Registration is not required. Offer optional enrollment for scheduled and automatic recurring payments.
- **Customized Payer Portal**  
Customers feel comfortable with a bill portal that looks like your website and is easy-to-use. You control the appearance of your online payer portal.

Online Bill Presentment  
+  
Customer Communication

=

Higher  
Adoption





If a customer uses the system once, they are more than 90% likely to continue using it in the future, creating unprecedented adoption levels.



## Invoice Cloud Differentiators

- **Burden-free Security** - The Invoice Cloud service processes recurring and one-time payments using double encryption and is full PCI (Payment Card Industry) Level 1 Compliant. Customers do not enter payment information on Biller's systems so billers do not need to store payment card or bank account data which alleviates their burden of Visa/MasterCard compliance. The service includes integrated merchant services for all major credit cards and e-checks.
- **Payments Anytime, Anywhere** - Intentionally designed to present bills online and replace paper billing, Invoice Cloud supports the payer's desire to pay conveniently. Payments can be accepted online, via mobile device, over the counter, at a kiosk, at an online banking site or by phone through a single service. This applies to all types of bills or service fees: regularly invoiced bills, non-invoiced services and the checkout process for off the shelf billing software products.
- **New Car Smell Forever** - **SOFTWARE AS A SERVICE (SAAS)** means no upgrades are ever necessary. It's like owning a car that never gets old. You are always driving the latest version. As a true cloud-based product, enhancements are rolled out automatically. But don't worry - we let you decide whether or not to use the new features.
- **To the Penny Reconciliation** - Because all your payments are accepted through a single service that integrated with your CIS/billing software, your report reconciliation works. Extensive data management and reporting is readily available.
- **CIS/Billing Software Integration** - Only with our partner supported, tight systems integration can you get the benefits of single sign-on, real time, data exchange, and coordinated client support.
- **Customer Communication Platform** - Your e-billing capability is enhanced by 27+ event driven emails that engage your customers. The easy-to-use, intuitive design promotes going paperless at every level. We even offer a customer request ticketing system within your branded biller portal.

## All Communications Look Like You

### Email Notification

Billers branded, easy to read emails are delivered for each bill uploaded. Including alerts (up to 27 fully customizable messages) and receipts.



### Collections

Simple to follow screens collect payment data which is then double encrypted. Service supports convenience fee model and multi-invoice bills.



### Bill Access

Billers and customers have access to print-ready PDF's that are identical to the current paper bill and archived for 24 months.



### Payment Tracking

Both billers and customers can easily access payment history through a searchable database. Billers have access to multiple reporting features.



**ATTACHMENT B**  
**Invoice Cloud Agreement**

## Biller Agreement

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer the Service; or (v) copy any features, functions or graphics of the Service, except as may be captured as part of Biller's normal data protection and back-up.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies and notice of which shall be provided to Biller prior to its effective date. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law, expressly including, the California Public Records Act. Biller shall reasonably



## Biller Agreement

determine when a disclosure is required by applicable law, including a disclosure required under the California Public Records Act. Invoice Cloud understands and agrees that this Agreement, including the Biller Order Form and other attachments, is not Confidential Information.

**5. Billing and Renewal.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. Except as set forth in Section 11, Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors. Biller may terminate the Agreement without penalty or cost after receipt of any increased fees under this section with written notice to Invoice Cloud as long as such notice is provided before the expiration of the thirty-day period.

**6. Term and Termination.** The initial term of this Agreement shall be for a period of three (3) years ("**Initial Term**") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than sixty (60) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. In addition, this Agreement may be terminated during any Renewal Term without cause by either party with sixty (60) days' written notice to the other party. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such



## Biller Agreement

refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data) or (iii) Invoice Cloud's performance of this Agreement. This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's sole negligence or willful misconduct or violation of any applicable agreement or law.

### **11. Fees.**

Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

The Invoice Cloud fees described in the Biller Order Form shall not increase for the term of the agreement.

**12. Limitation of Liability. EXCEPT FOR INVOICE CLOUD'S OBLIGATIONS UNDER SECTION 10, INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

**13. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**14. Notice.** Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**15. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### **16. Insurance.**

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

## Biller Agreement

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**17. Immigration Laws.** For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**18. General.** This Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14 and 18 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. In the event of any inconsistency, this Agreement and the Billed Order Form shall control. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller as there read on the Effective Date. The Biller T+C may not be altered during the term of this Agreement.

Sales Information									
IC Sales Rep:	Carlyn Altheide	Sales Partner:		Software Partner:	Coasdale				
Vertical	GUB								
Products & Services									
Products	<input checked="" type="checkbox"/> EBPP	<input type="checkbox"/> Cloud Store	<input type="checkbox"/> Cloud Pay	<input checked="" type="checkbox"/> Pay by Text	<input checked="" type="checkbox"/> IVR	<input checked="" type="checkbox"/> OBD	<input type="checkbox"/> Kiosk		
Services:	<input checked="" type="checkbox"/> Visa/MasterCard/Discover	<input type="checkbox"/> American Express	<input checked="" type="checkbox"/> ACH/EFT						
Biller Information									
Ownership Type:	Government			Biller Contacts					
Legal Name:	Citrus Heights Water District			Implementation:	Susan Sohal				
Address 1:	6230 Sylvan Rd.			Phone Number:	Susan Sohal	Ext.:			
Address 2:				Email Address:	ssohal@chwd.org				
City:	Citrus Heights	State:	CA	Zip:	95610	Technical Support:	Jeff Ott		
Phone#	916-725-6873	Fax #:	916-725-0345	Phone Number:	916-804-6774	Ext.:			
Website URL:	http://chwd.org/			Email Address:	jeff.ott@sophosllc.com				
Business Open Date:	1920			Marketing:	Susan Sohal				
Federal Tax ID#:	94-6019187			Phone Number:	Susan Sohal	Ext.:			
<i>Note: Federal Tax ID and Legal Name must match on all documents.</i>				Email Address:	ssohal@chwd.org				
<i>Note: Signer must sign ALL documents.</i>									
Signatory Contact:	Hilary Straus			Title:	General Manager				
Phone Number:	916-735-7715	Ext.:		Email Address:	hstraus@chwd.org				
Notes/Special Handling									
Biller bank address- 13300 Crossroads Parkway North, City of Industry, CA 91746. Susan and Jeff will be dual Project Managers.									
Biller Fees									
New Biller Implementation:	\$		Paperless Presentation:	\$	.35	Per Item			
Biller Portal Access:	\$	100.00	Monthly	IC Payment – Credit Card:	\$		Per Item		
Additional User(s):	\$		Choose an item.	IC Payment – EFT/ACH:	\$		Per Item		
Online Bank Direct Access:	\$		Choose an item.	Online Bank Direct:	\$	.25	Per Item		
Invoice Presentment:	\$		Monthly	EFT/ACH Reject:	\$	15.00	Per Item		
Encrypted Reader License Fee:	\$		Monthly/Per Device	Charge Back:	\$	20.00	Per Item		
Excess Data Storage Needed:			# years Needed (past 2)	Bills Per Month:		Total Cost: \$		Per Month	
BILLER BANK (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)									
Name of Checking Account (As it appears on check or Bank Letter):	Citrus Heights Water District								
Bank Name:	Bank of the West	Address:	See notes section above			Phone:	855-692-1087 Ex. 5180		
Depository	Routing#:	121100782	Account#:	032001156					
<i>Your Invoice payment collections will be electronically deposited into this account.</i>									
Fees	Routing#:	121100782	Account#:	032001156					
<i>Invoice and payment processing fees will be electronically deducted from this account.</i>									

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the Biller Agreement, Biller T+C and other Order Forms executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (5) agrees that Biller and each transaction submitted will be bound by the Order Form and the Biller Agreement in its entirety; (6) agrees that Biller will submit transactions only in accordance with the information in this Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (7) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud., will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. The Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day

Accepted by biller:

X

Corporate Officer

Hilary Straus

Printed Name

General Manager

Title

Accepted by Invoice Cloud:

X

Robert Lapides

Printed Name

President, Gov, Utilities, & Business Services

Title

Invoice Parameters

<b>Invoice Type:</b>	Water		<b>Date:</b>	3/16/2017	
<i>Invoicing Parameters sheet must be completed for each invoice type.</i>					
<b>Billers Software:</b>	Cogsdale		<b>Pricing Model</b>	Non-Submitter (Chase)	
<b>Payment Methods:</b>	<input checked="" type="checkbox"/> Visa		<input checked="" type="checkbox"/> MasterCard	<input checked="" type="checkbox"/> Discover	<input type="checkbox"/> Amex <input checked="" type="checkbox"/> EFT/ACH
<b>Services &amp; Products:</b>	<input checked="" type="checkbox"/> EBPP		<input type="checkbox"/> Cloud Store	<input type="checkbox"/> Cloud Pay	<input checked="" type="checkbox"/> OBD <input checked="" type="checkbox"/> IVR <input type="checkbox"/> Kiosk <input checked="" type="checkbox"/> Single Sign On
<b>Billing Details</b>					
<b>Billing Frequency:</b>	Monthly		<b>Number of Bills:</b>	10,000	
<b>Number of Cycles:</b>	Between 5 & 8 cycles per month		<b>Number of Installments:</b>	1	
<b>Average Invoice Amount:</b>	\$80.00		<b>Highest Invoice Amount:</b>	\$ 125,000	
<b>Billing Months</b> (please select the applicable months below):					
<input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input checked="" type="checkbox"/> All					
<b>Printed Bills</b>					
<b>Bill Mailing Dates:</b>			<input checked="" type="checkbox"/> 1 <sup>st</sup> – 10 <sup>th</sup>	<input checked="" type="checkbox"/> 11 <sup>th</sup> – 20 <sup>th</sup>	<input checked="" type="checkbox"/> 21 <sup>st</sup> – 31 <sup>st</sup>
<b>Who will provide images of bills?</b>	<input checked="" type="checkbox"/> Biller		<input type="checkbox"/> Template	<input type="checkbox"/> Bill Print Vendor (please complete below)	
<b>Bill Print Vendor:</b>		<b>Cont act:</b>		<b>Phone No:</b>	
<b>Hardware</b>					
<b>Card Readers:</b>	Ipad	<b>QTY</b>	2	<b>Provided by:</b>	<input type="checkbox"/> Sales Rep <input checked="" type="checkbox"/> Operations
<b>Per Unit Price:</b>	\$ 30.00	Monthly	<b>Shipping Address:</b> (if different than location address) Susan Sohal, 6230 Sylvan Rd, Citrus Heights, CA 95610		
<b>Total Due:</b>	\$ 60.00				
<b>Services Fees</b>					
<i>Select from the below to indicate if the service fee will be paid by the Payer or if Biller will absorb fee.</i>					
<b>Item</b>	<b>Paid by payer</b>			<b>Item</b>	<b>Paid by Biller (Non-Submitter)</b>
<input type="checkbox"/> <b>Credit Card:</b>	% with \$ Minimum			<input type="checkbox"/> <b>Credit Card:</b>	<input type="checkbox"/> Flat Fee Pricing per Item, fees, dues assessments + <input type="checkbox"/> Interchange, fees, dues assessments + Authorization \$ + %BP
<input type="checkbox"/> <b>EFT/ACH:</b>	\$		per item	<input type="checkbox"/> <b>EFT/ACH:</b>	\$ per item
<input type="checkbox"/> <b>Flex Pay ACH:</b>	\$		per item	<input type="checkbox"/> <b>Flex Pay ACH:</b>	\$ per item
<b>Utility Invoice Type</b>					
<b>Item</b>	<b>Paid by payer</b>			<b>Item</b>	<b>Paid by Biller</b>
<input type="checkbox"/> <b>Credit Card:</b>	% with \$ Minimum <i>(Without Visa Acceptance)</i>			<input checked="" type="checkbox"/> <b>Credit Card:</b>	<input type="checkbox"/> Flat Fee Pricing per Item, fees, dues assessments + <input checked="" type="checkbox"/> Interchange, fees, dues assessments + Authorization \$ .75 + %BP
<input type="checkbox"/> <b>EFT/ACH:</b>	\$		Per item	<input checked="" type="checkbox"/> <b>EFT/ACH:</b>	\$ .90 Per Item
<b>Utility Flat Rate (Flat Rate for Utilities credit cards must be paid by payer)</b>					
<input type="checkbox"/> <b>Credit Card</b>	<b>Service Fee:</b>	\$		<b>Max Cap for Credit Cards:</b>	\$
<input type="checkbox"/> <b>EFT/ACH:</b>	<b>Service Fee:</b>	\$		<input type="checkbox"/> <b>Paid by payer</b>	<input type="checkbox"/> <b>Paid by Biller</b>
<b>Interactive Voice Response - IVR</b>					
<input type="checkbox"/> <b>Paid by payer</b>	<b>Service Fee + \$</b>		<input type="checkbox"/> <b>Paid by Biller</b>	\$	per item surcharge
<b>Notes/Special Handling :</b>					
Current IVR provider is Vocantis - district has an existing IVR with Vocantis. We will not establish a new IVR, Invoice Cloud will process payments through Vocantis.					

**ATTACHMENT C**  
**Electronic Billing and Payment Cost Analysis**



**CITRUS HEIGHTS WATER DISTRICT ELECTRONIC BILL PRESENTMENT & PAYMENT (EBPP) COST ANALYSIS**

BANK OF THE WEST BUSINESS FEES   Credit Card   October 2016   1634 Transactions	Cost	Count	Total Fee
Interchange	\$ 1.49	1,634	\$ 2,439.41
Fees, Dues, and Assessments	\$ 0.18	1,634	\$ 288.17
Total Per Transaction Fees to Bank of the West	\$ 0.68	1,634	\$ 1,111.67
Cost per Transaction	\$ 2.35		
Equipment Fees	\$ 209.49	1	\$ 209.49
<b>Total</b>			<b>\$ 4,048.74</b>

Notes:	
Total CC	1634
	137
	112
	1883
ACH	444

BANK OF THE WEST BUSINESS FEES   IVR   October 2016   137 Transactions	Cost	Count	Total Fee
Credit Card Processing Charges	\$ 1.38	137	\$ 189.70
Credit Card Association Fees	\$ 0.25	137	\$ 34.61
Authorization Fees	\$ 0.06	137	\$ 8.10
Other Fees	\$ 0.24	137	\$ 32.99
Cost per Transaction	\$ 1.94		
<b>Total</b>			<b>\$ 265.40</b>

BANK OF THE WEST BUSINESS FEES   Front Desk   October 2016   112 Transactions	Cost	Count	Total Fee
Credit Card Processing Charges	\$ 2.04	112	\$ 228.95
Credit Card Association Fees	\$ 0.62	112	\$ 69.64
Authorization Fees	\$ 0.06	112	\$ 6.54
Other Fees	\$ 0.71	112	\$ 79.99
Cost per Transaction	\$ 3.44		
<b>Total</b>			<b>\$ 385.12</b>

BANK OF THE WEST BUSINESS FEES   ACH AutoPay   October 2016   112 Transactions	Cost	Count	Total Fee
ACH Transactions	\$ 0.25	444	\$ 111.00
Cost per Transaction	\$ 0.25		
<b>Total</b>			<b>\$ 111.00</b>
<b>Grand Total</b>			<b>\$ 4,810.26</b>

INVOICE CLOUD FEES BASED ON FIGURES ABOVE	INVOICE CLOUD	Count	Total Fee
Credit/Debit Transaction Fee - 75% current transactions	\$ 0.75	1,412	\$ 1,059.00
Average Pass Through Fee Per Transaction - From Bank of the West (C12+C13)	\$ 1.67	1,412	\$ 2,358.04
Cost Per Transaction - Credit Card	\$ 2.42		
ACH/Echeck Transaction Fee - current enrolled autopay + 25% current transactions	\$ 0.90	915	\$ 823.50
Monthly Access Fee	\$ 100.00	1	\$ 100.00
Equipment Fee - MagTek iPad	\$ 30.00	2	\$ 60.00
<b>Total</b>			<b>\$ 4,400.54</b>

<b>Grand Total</b>	\$ 4,400.54
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Difference IC v Current Costs	\$ (409.72)
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Estimated Paperless Savings - Assumes Cost is \$0.60 per bill with postage	\$0.25			
Average 5,000 bills per month		Total Paperless Customers	Total Monthly Savings	Annual Savings
Paperless Adoption 1yr	5%	500	\$125.00	\$1,500.00
Paperless Adoption 2yr	10%	1000	\$250.00	\$3,000.00

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

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SUBJECT : AMENDMENTS TO THE CITRUS HEIGHTS WATER DISTRICT (DISTRICT)  
INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)  
STATUS : Action Item  
REPORT DATE : April 5, 2017  
PREPARED BY : David Gordon, Operations Manager  
Kelly Drake, Sr. Water Efficiency Specialist/Safety Officer

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### **OBJECTIVE:**

Consider approving two amendments to the District IIPP, including: A) amending of the Confined Space Entry Program; and B) adding a Respiratory Protection Program.

### **BACKGROUND AND ANALYSIS:**

On October 2, 1989, Senate Bill 198 was adopted, mandating that after July 1, 1991, any employer with 10 or more employees (public or private) must implement and maintain an IIPP in accordance with the California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 7, and Section 3203 of the General Industry Safety Orders. A few noteworthy examples from the District's IIPP are: Hazard Assessment, Recordkeeping, and an Injury and Illness Reporting Policy.

On June 3, 1992, the District's Board of Directors adopted Policy #4702 establishing the District's IIPP, with amendments adopted on May 8, 2007. In 2010, three amendments were made to the District's IIPP, adding an Asbestos Cement Pipe Safety plan, a Heat Illness Prevention Procedure and the Emergency Evacuation Safety Plan. In 2015, five amendments were made to the IIPP, adding an Emergency Action Plan, a Hearing Conservation Plan, a Hazard Communication Program, Personal Protective Equipment Plan and an update to the Heat Illness Prevention Procedure.

The following Amendments to the District IIPP, which are the Confined Space Entry Program and the Respirator Protection Program, are a result of the following:

1. Regulation modifications made by the California Division of Occupational Safety and Health;
2. Recommendations from the District's Senior Risk Management Advisor from the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA);
3. Requests and recommendations from the District's Employees and the District's Safety Committee.



**Amendments to the District IIPP**

The following are highlights of the IIPP Amendments:

**Confined Space Entry Program (Attachment “A”):**

The Confined Space Entry Program as proposed will meet current regulations and best practices.

1. Updates the procedures and practices for confined space entry (e.g. air monitoring, signage, and entry templates);
2. Updates the responsibilities of District employees (management, supervisors, competent person, attendants and entrants);
3. Updates workplace evaluation (e.g. list of all of the confined spaces within the District service territory);
4. Updates training and record keeping requirements;
5. Updates the responsibilities of District’s contractors;
6. Adds to the District’s IIPP as Attachment K.

Should the Board approve this Policy amendment, the next step for implementation will be for the District’s Senior Risk Management Advisor from ACWA JPIA TO provide training to staff. The 2017 District Operating Budget includes \$7,000 for training and equipment to implement this Program.

**Respiratory Protection Program (Attachment “B”):**

A Respiratory Protection Program is proposed to be added to the District’s IIPP.

1. Establishes a policy to protect the health of the District employees who may be exposed to hazardous atmospheres (e.g. welding, grinding, and pipe cutting);
2. Establishes the best practices for respirator use, which includes;
  - a) Providing information and guidance on the proper respirator selection;
  - b) Providing training to the District employees exposed to hazardous atmospheres;
  - c) Providing fit testing and medical evaluations for proper respirator use;
3. Establishes the requirements maintaining a Respirator Protection Program;
4. Establishes the roles and responsibilities of the District employees;
5. Adds to the District’s IIPP as Attachment L.

Should the Board approve this Policy amendment, the next step for implementation will be training by a Certified Respirator Trainer, a fit test and a medical evaluation to the District employees who may be exposed to air quality requiring use of respiration equipment. The 2017 District Operating Budget includes \$4,000 for training and equipment for this Program.

The District’s Safety Committee and Senior Risk Management Advisor from ACWA JPIA have reviewed and provided input into the development of these Program documents.

**Amendments to the District IIPP**

**RECOMMENDATION:**

Approve the Amendments to the District's IIPP as follows;

1. Update and add the Confined Space Entry Program as Attachment K to the IIPP.
2. Add a Respiratory Protection Program as Attachment L to the IIPP.

Attachment List:

- A. Confined Space Entry Program
- B. Respiratory Protection Program
- C. District IIPP (dated 12/8/2015) – provided for reference

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

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**ATTACHMENT A**  
**CONFINED SPACE ENTRY PROGRAM**

**CITRUS HEIGHTS WATER DISTRICT  
CONFINED SPACE ENTRY PROGRAM  
IIPP ATTACHMENT K**

Adopted April 11,2017



**CITRUS  
HEIGHTS**

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**WATER  
DISTRICT**

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# CONFINED SPACE ENTRY PROGRAM

## PURPOSE

This program is to protect all employees from exposure to hazards while working in or near confined spaces. **Citrus Heights Water District** is concerned about the health and safety of its employees and has taken steps to ensure that all employees recognize and avoid entering a confined space without authorization through the permit process. The program follows the requirements of Title 8 California Code of Regulations, Sections 5156, 5157 and 5158.

## SCOPE

This program shall apply to all employees responsible for planning, supervising, entering or participating in a confined space entry or rescue.

## RESPONSIBILITIES

### A. Management

1. Ensure the elements of this program are followed by employees and outside contractors.
2. Ensure employees are provided with the training and equipment necessary to safely enter confined spaces and comply with the requirements of this program.

### B. Supervisors

1. Understand the hazards and assure that all necessary tests are made, safety equipment is on the job-site, and confined space entry procedures are followed;
2. Ensure that unauthorized personnel are prevented from entering a permit required confined space;
3. Verify entry permit information;
4. Terminate entry and cancel permits as required;
5. Verify rescue service and communication is available;
6. Assure consistent transfer of responsibility; and
7. Maintain and review all records and permits that apply to the program.

### **C. Competent Person**

1. Before beginning work at a worksite, all confined spaces must be evaluated by a competent person using the District's confined space entry permit;
2. A space classified by the Competent Person as a permit-required confined space may only be reclassified as a non-permit confined space when a competent person determines that all of the applicable requirements have been met;
3. When there are changes in the use or configuration of a non-permit confined space that might increase the hazards to entrants, or some indication that the initial evaluation of the space may not have been adequate, each Entry Supervisor must have a competent person reevaluate that space and, if necessary, reclassify it as a permit required confined space; and
4. All spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. Any employee required or permitted to pre-check or enter an enclosed/confined space shall have successfully completed, as a minimum, the training as required by 8 CCR 5157. The Confined Space Entry Permit must be completed before approval can be given to enter a permit-required confined space.

### **D. Attendants**

1. Understand the hazards and follow confined space procedures;
2. Be aware of behavioral effects of hazards in entrants;
3. Continuously maintain accurate count and identities of entrants;
4. Remain outside the permit space until relieved by another attendant;
5. Communicate with entrants to monitor status and alert entrants of the need to evacuate;
6. Monitor activities inside/outside the permit space to determine if it is safe;
7. Summon rescue or other emergency services;
8. Deal with unauthorized persons;
9. Perform non-entry rescues as specified; and

10. Perform no duties that might interfere with primary duty to monitor and protect entrants.

**E. Entrants**

1. Know the hazards and follow confined space entry procedures;
2. Properly use equipment;
3. Communicate with the attendant;
4. Alert the attendant to problems;
5. Exit the permit space when necessary.

**DEFINITIONS**

Are found in Appendix A - Title 8, California Code of Regulations, Section 5156, 5157 & 5158. Specifically, 5157(b).

## **PROGRAM REQUIREMENTS**

### **A. Workplace Evaluation**

1. All structures, substructures, and openings that meet the following confined space definition will be identified and posted as permit required confined spaces:
  - a. Large enough for an employee to bodily enter and perform work; and
  - b. Has limited or restricted means of entry or exit; and
  - c. Is not designed for continuous employee occupancy.
2. A list of identified confined spaces is located in Appendix B.
3. Employees shall be notified that the above locations are confined spaces and alerted to the potential hazards in those spaces.
4. A list of identified District employees authorized as confined space competent persons is located in Appendix E.

### **B. Training**

1. Employees who enter a confined space, perform standby duties, or inspect/oversee those who enter a confined space must receive training in the requirements and procedures of this program. No person will be allowed entry to a confined space unless the required training has been completed, certified, and documented.
2. Training will be provided on the effective use of all provided safety equipment.
3. Safe work practice training will be provided for duties the entrant is required to perform.
4. The training will establish employee proficiency in procedures and duties and will introduce new or revised procedures as necessary.
5. The District will maintain certification that the training has been accomplished and will include:
  - a. Employee name;
  - b. Dates of training;



- c. Description of training procedures or training handbook; and
  - d. Signature or initials of the person(s) supervising the training.
6. Training will be provided for each employee:
- a. Before the employee is first assigned duties related to confined space entry.
  - b. Before there is a change in the employee's assigned duties.
  - c. Whenever there is a change in the permit space operations that presents a serious hazard about which an employee has not been previously trained.
  - d. Whenever the District has reason to believe either that there are deviations from the permit space procedures required by established entry procedures or that there are inadequacies in the employee's knowledge or use of the established entry procedures.

**C. Procedures and Practices for Confined Space Entry**

- 1. Prior to entry to any confined space, all affected employees will follow the procedures in Appendix C.
- 2. Failure to follow the established confined space entry procedures could result in serious injury or death. Deviation from the procedures will result in disciplinary action outlined in the District's personnel policy.

**D. Contractors**

When a host employer arranges to have employees of a contractor perform work that involves permit space entry, the **host employer** shall:

- 1. Inform the contractor the workplace contains permit spaces and entry shall be only allowed through compliance with a program meeting the requirements of Title 8, section 5157;
- 2. Apprise the contractor of the hazards identified and host experience with the space;
- 3. Apprise the contractor of any precautions or procedures the host has implemented for employees in or near the spaces the contractor will be working;

4. Coordinate entry operations with the host when both the host employees and contractor employees will be working in or near permit spaces;
5. Debrief the contractor at the conclusion of entry operations regarding any hazards confronted or created in the permit spaces; and
6. Ensure proper risk transfer is in place.

The **contractor** shall:

1. Obtain any available information regarding permit space hazards and entry operations from the host employer;
2. Coordinate entry operations with the host employer when both host and contractor personnel will be working in or near permit spaces; and
3. Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.

#### **E. Recordkeeping**

1. The Pre-Entry Checklist and Confined Space Entry Permit must be kept at the site for the duration of the work.
2. The Pre-Entry Checklist and Confined Space Entry Permit must be maintained for at least one year and made accessible to employees and their representatives.

#### **F. Program Review**

The permits and checklists are to be reviewed within one (1) year after entry to revise the program as necessary to ensure employees participating in confined space entry operations are protected from permit space hazards.

## **Confined Space Program**

### **Appendices**

- A. California Code of Regulations, Title 8, Article 108. Confined Spaces**
- B. List of Identified Confined Spaces**
- C. Procedures and Practices for Confined Space Entry**
- D. Permit, Pre-entry Checklist**
- E. List of Identified District Employees Authorized as Confined Space Competent Persons**
- F. List of District Employee Confined Space Training Record**

## **Appendix A**

**California Code of Regulations  
Title 8, Article 108  
Confined Spaces**

DRAFT

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**Subchapter 7. General Industry Safety Orders**  
**Group 16. Control of Hazardous Substances**  
**Article 108. Confined Spaces**

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**§5156. Scope, Application and Definitions.**

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(a) Scope. This Article prescribes minimum standards for preventing employee exposure to confined space hazards, as defined by Section 5156(b), within such spaces as silos, tanks, vats, vessels, boilers, compartments, ducts, sewers, pipelines, vaults, bins, tubs, and pits.

NOTE: This Article does not apply to underwater operations conducted in diving bells or other underwater devices or to supervised hyperbaric facilities.

(b) Application and definitions.

(1) For operations and industries not identified in subsection (b)(2), the confined space definition along with other definitions and requirements of section 5157, Permit-Required Confined Spaces shall apply.

(2) The confined space definition along with other definitions and requirements of section 5158, Other Confined Space Operations shall apply to:

(A) Construction operations regulated by section 1502;

(B) Agriculture operations (including cotton gins) defined by section 3437;

(C) Marine terminal operations defined in section 3460;

(D) Telecommunication manholes and unvented vaults regulated by section 8616;

(E) Grain handling facilities regulated by section 5178.

(F) Natural gas utility operation within distribution and transmission facility vaults defined in Title 49 Code of Federal Regulations Parts 191, 192 and 193; or

(G) Electric utility operations within underground vaults. See section 2700 for a definition of vault.

NOTE: Shipyard operations are regulated by section 8355.

NOTE: Authority cited: Section 142.3, Labor Code. Reference: Section 142.3, Labor Code.

**HISTORY**

1. New article 108 (sections 5156-5159) filed 9-14-78; effective thirtieth day thereafter (Register 78, No. 37).
2. Amendment of section heading, subsection (a) and Note and repealer and new subsection (b) filed 11-24-93; operative 12-24-93 (Register 93, No. 48).
3. Change without regulatory effect amending subsection (b)(2)(D) filed 2-9-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 6).
4. Repealer of subsection (b)(2)(D), subsection relettering, and new Note filed 1-30-95; operative 1-30-95. Submitted to OAL for printing only pursuant to Labor Code Section 142.3(a)(3) (Register 95, No. 5).
5. Editorial correction restoring inadvertently omitted article 108 heading (Register 2000, No. 31).

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**Subchapter 7. General Industry Safety Orders**  
**Group 16. Control of Hazardous Substances**  
**Article 108. Confined Spaces**

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**§5157. Permit-Required Confined Spaces.**

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(a) Scope and application. This section contains requirements for practices and procedures to protect employees from the hazards of entry into permit-required confined spaces. This section applies to employers, as specified in section 5156(b)(1).

(b) Definitions.

Acceptable entry conditions means the conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit-required confined space entry can safely enter into and work within the space.

Attendant means an individual stationed outside one or more permit spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the employer's permit space program.

Authorized entrant means an employee who is authorized by the employer to enter a permit space.

Blanking or blinding means the absolute closure of a pipe, line, or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line, or duct with no leakage beyond the plate.

Confined space means a space that:

- (1) Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and
- (3) Is not designed for continuous employee occupancy.

Double block and bleed means the closure of a line, duct, or pipe by closing and locking or tagging two in-line valves and by opening and locking or tagging a drain or vent valve in the line between the two closed valves.

Emergency means any occurrence (including any failure of hazard control or monitoring equipment) or event internal or external to the permit space that could endanger entrants.

Engulfment means the surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction, or crushing.

Entry means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

Entry permit (permit) means the written or printed document that is provided by the employer to allow and control entry into a permit space and that contains the information specified in subsection (f).

Entry supervisor means the person (such as the employer, foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this section.

NOTE: An entry supervisor also may serve as an attendant or as an authorized entrant, as long as that person is trained and equipped as required by this section for each role he or she fills. Also, the duties of entry supervisor may be passed from one individual to another during the course of an entry operation.

Hazardous atmosphere means an atmosphere that may expose employees to the risk of death, incapacitation, impairment of ability to self-rescue (that is, escape unaided from a permit space), injury, or acute illness from one or more of the following causes:

- (1) Flammable gas, vapor, or mist in excess of 10 percent of its lower flammable limit (LFL);
- (2) Airborne combustible dust at a concentration that meets or exceeds its LFL;

NOTE: This concentration may be approximated as a condition in which the dust obscures vision at a distance of 5 feet (1.52 M) or less.

- (3) Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;
- (4) Atmospheric concentration of any substance for which a dose is published in Group 14 for Radiation and Radioactivity or a permissible exposure limit is published in section 5155 for Airborne contaminants and which could result in employee exposure in excess of its dose or permissible exposure limit;

NOTE: An atmospheric concentration of any substance that is not capable of causing death, incapacitation, impairment of ability to self-rescue, injury, or acute illness due to its health effects is not covered by this provision.

- (5) Any other atmospheric condition that is immediately dangerous to life or health.

NOTE: For air contaminants for which a dose is not published in Group 14 for Radiation and Radioactivity or a permissible exposure limit is not published in section 5155 for Airborne contaminants, other sources of information such as: Safety Data Sheets that comply with section 5194, published information, and internal documents can provide guidance in establishing acceptable atmospheric conditions.

Hot work permit means the employer's written authorization to perform operations (for example, riveting, welding, cutting, burning, and heating) capable of providing a source of ignition.

Immediately dangerous to life or health (IDLH) means any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.



NOTE: Some materials - hydrogen fluoride gas and cadmium vapor, for example - may produce immediate transient effects that, even if severe, may pass without medical attention, but are followed by sudden, possibly fatal collapse 12-72 hours after exposure. The victim “feels normal” from recovery from transient effects until collapse. Such materials in hazardous quantities are considered to be “immediately” dangerous to life or health.

Inerting means the displacement of the atmosphere in a permit space by a noncombustible gas (such as nitrogen) to such an extent that the resulting atmosphere is noncombustible.

NOTE: This procedure produces an IDLH oxygen-deficient atmosphere.

Isolation means the process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as: Blanking or blinding; misaligning or removing sections of lines, pipes, or ducts; a double block and bleed system; lockout or tagout of all sources of energy; or blocking or disconnecting all mechanical linkages.

Line breaking means the intentional opening of a pipe, line, or duct that is or has been carrying flammable, corrosive, or toxic material, an inert gas, or any fluid at a volume, pressure or temperature capable of causing injury.

Non-permit confined space means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

Oxygen deficient atmosphere means an atmosphere containing less than 19.5 percent oxygen by volume.

Oxygen enriched atmosphere means an atmosphere containing more than 23.5 percent oxygen by volume.

Permit-required confined space (permit space) means a confined space that has one or more of the following characteristics:

- (1) Contains or has a potential to contain a hazardous atmosphere;
- (2) Contains a material that has the potential for engulfing an entrant;
- (3) Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
- (4) Contains any other recognized serious safety or health hazard.

Permit-required confined space program (permit space program) means the employer's overall program for controlling, and, where appropriate, for protecting employees from, permit space hazards and for regulating employee entry into permit spaces.

Permit system means the employer's written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.

Prohibited condition means any condition in a permit space that is not allowed by the permit during the period when entry is authorized.

Rescue service means the personnel designated to rescue employees from permit spaces.

Retrieval system means the equipment (including a retrieval line, chest or full-body harness, wristlets, if appropriate, and a lifting device or anchor) used for non-entry rescue of persons from permit spaces.

Testing means the process by which the hazards that may confront entrants of a permit space are identified and evaluated. Testing includes specifying the tests that are to be performed in the permit space. If electronic or

thermal equipment is used to perform such tests, and the possibility exists of an explosive substance or a hazardous atmosphere due to flammable gases and vapors, then the testing equipment must be approved for use in such explosive or flammable conditions as required by section 2540.2.

NOTE: Testing enables employers both to devise and implement adequate control measures for the protection of authorized entrants and to determine if acceptable entry conditions are present immediately prior to, and during, entry.

(c) General requirements.

- (1) The employer shall evaluate the workplace to determine if any spaces are permit-required confined spaces.

NOTE: Proper application of the decision flow chart in Appendix A would facilitate compliance with this requirement.

- (2) If the workplace contains permit spaces, the employer shall inform exposed employees and other employees performing work in the area, by posting danger signs or by any other equally effective means, of the existence, location of and the danger posed by the permit spaces.

NOTE: A sign reading "DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.

- (3) If the employer decides that its employees and other employees performing work in the area will not enter permit spaces, the employer shall take effective measures to prevent all such employees from entering the permit spaces and shall comply with subsections (c)(1), (c)(2), (c)(6), and (c)(8).

- (4) If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program that complies with this section. The written program shall be available for inspection by employees and their authorized representatives.

- (5) An employer may use the alternate procedures specified in subsection (c)(5)(B) for entering a permit space under the conditions set forth in subsection (c)(5)(A).

(A) An employer whose employees enter a permit space need not comply with subsections (d) through (f) and (h) through (k), provided that:

1. The employer can demonstrate that the only hazard posed by the permit space is an actual or potential hazardous atmosphere;
2. The employer can demonstrate that continuous forced air ventilation alone is sufficient to maintain that permit space safe for entry;
3. The employer develops monitoring and inspection data that supports the demonstrations required by subsections (c)(5)(A)1. and 2.;
4. If an initial entry of the permit space is necessary to obtain the data required by subsection (c)(5)(A)3., the entry is performed in compliance with subsections (d) through (k);
5. The determinations and supporting data required by subsections (c)(5)(A)1., 2. and 3. are documented by the employer and are made available to each employee who enters the permit space under the terms of subsection (c)(5) or to that employee's authorized representative; and

6. Entry into the permit space under the terms of subsection (c)(5)(A) is performed in accordance with the requirements of subsection (c)(5)(B).

NOTE: See subsection (c)(7) for reclassification of a permit space after all hazards within the space have been eliminated.

(B) The following requirements apply to entry into permit spaces that meet the conditions set forth in subsection (c)(5)(A).

1. Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.
2. When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and that will protect each employee working in the space from foreign objects entering the space.
3. Before an employee enters the space, the internal atmosphere shall be tested, with a calibrated direct-reading instrument, for the following conditions in the order given:
  - a. Oxygen content,
  - b. Flammable gases and vapors, and
  - c. Potential toxic air contaminants.
4. There may be no hazardous atmosphere within the space whenever any employee is inside the space.
5. Continuous forced air ventilation shall be used, as follows:
  - a. An employee may not enter the space until the forced air ventilation has eliminated any hazardous atmosphere;
  - b. The forced air ventilation shall be so directed as to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space;
  - c. The air supply for the forced air ventilation shall be from a clean source and may not increase the hazards in the space.
6. The atmosphere within the space shall be periodically tested as necessary to ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere.
7. If a hazardous atmosphere is detected during entry:
  - a. Each employee shall leave the space immediately;
  - b. The space shall be evaluated to determine how the hazardous atmosphere developed; and
  - c. Measures shall be implemented to protect employees from the hazardous atmosphere before any subsequent entry takes place.

8. The employer shall verify that the space is safe for entry and that the pre-entry measures required by subsection (c)(5)(B) have been taken, through a written certification that contains the date, the location of the space, and the signature of the person providing the certification. The certification shall be made before entry and shall be made available to each employee entering the space or to that employee's authorized representative.

9. Any employee who enters the space, or that employee's authorized representative, shall be provided an opportunity to observe the pre-entry testing required by subsections (c)(5)(B)3. and 6.

(6) When there are changes in the use or configuration of a non-permit confined space that might increase the hazards to entrants, the employer shall reevaluate that space and, if necessary, reclassify it as a permit-required confined space.

(7) A space classified by the employer as a permit-required confined space may be reclassified as a non-permit confined space under the following procedures:

(A) If the permit space poses no actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space, the permit space may be reclassified as a non-permit confined space for as long as the non-atmospheric hazards remain eliminated.

(B) If it is necessary to enter the permit space to eliminate hazards, such entry shall be performed under subsections (d) through (k). If testing and inspection during that entry demonstrate that the hazards within the permit space have been eliminated, the permit space may be reclassified as a non-permit confined space for as long as the hazards remain eliminated.

NOTE: Control of atmospheric hazards through forced air ventilation does not constitute elimination of the hazards. Subsection (c)(5) covers permit space entry where the employer can demonstrate that forced air ventilation alone will control all hazards in the space.

(C) The employer shall document the basis for determining that all hazards in a permit space have been eliminated through a certification that contains the date, the location of the space, and the signature of the person making the determination. The certification shall be made available to each employee entering the space or to that employee's authorized representative.

(D) If hazards arise within a permit space that has been declassified to a non-permit space under subsection (c)(7), each employee in the space shall exit the space. The employer shall then reevaluate the space and determine whether it must be reclassified as a permit space, in accordance with other applicable provisions of this section.

(8) When an employer (host employer) arranges to have employees of another employer (contractor) perform work that involves permit space entry or confined space entries covered by sections 5158 or 8355, the host employer shall:

(A) Inform the contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements of this section, section 5158 or section 8355, depending on which section applies to the contractor;

(B) Apprise the contractor of the elements, including the hazards identified and the host employer's experience with the space, that make the space in question a permit space;

(C) Apprise the contractor of any precautions or procedures that the host employer has implemented for the protection of employees in or near permit spaces where contractor personnel will be working;

(D) Coordinate entry operations with the contractor, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by subsection (d)(11); and

(E) Debrief the contractor at the conclusion of the entry operations regarding the permit spaced program followed and regarding any hazards confronted or created in permit spaces during entry operations.

(9) In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

(A) Obtain any available information regarding permit space hazards and entry operations from the host employer;

(B) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by subsection (d)(11); and

(C) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.

(d) Permit-required confined space program (permit space program). Under the permit required confined space program required by subsection (c)(4), the employer shall:

(1) Implement the measures necessary to prevent unauthorized entry;

(2) Identify and evaluate the hazards of permit spaces before employees enter them;

(3) Develop and implement the means, procedures, and practices necessary for safe permit space entry operations, including, but not limited to, the following:

(A) Specifying acceptable entry conditions;

(B) Isolating the permit space;

(C) Purging, inerting, flushing, or ventilating the permit space as necessary to eliminate or control atmospheric hazards;

(D) Providing pedestrian, vehicle, or other barriers as necessary to protect entrants from external hazards; and

(E) Verifying that conditions in the permit space are acceptable for entry throughout the duration of an authorized entry.

(4) Provide the following equipment (specified in subsections (A) through (I), below) at no cost to employees, maintain that equipment properly, and ensure that employees use that equipment properly:

(A) Testing and monitoring equipment needed to comply with subsection (d)(5);

(B) Ventilating equipment needed to obtain acceptable entry conditions;

(C) Communications equipment necessary for compliance with subsections (h)(3) and (i)(5);

(D) Personal protective equipment insofar as feasible engineering and work practice controls do not adequately protect employees;

- (E) Lighting equipment needed to enable employees to see well enough to work safely and to exit the space quickly in an emergency;
  - (F) Barriers and shields as required by subsection (d)(3)(D);
  - (G) Equipment, such as ladders, needed for safe ingress and egress by authorized entrants;
  - (H) Rescue and emergency equipment needed to comply with subsection (d)(9), except to the extent that the equipment is provided by rescue services; and
  - (I) Any other equipment necessary for safe entry into and rescue from permit spaces.
- (5) Evaluate permit space conditions as follows when entry operations are conducted:
- (A) Test conditions in the permit space to determine if acceptable entry conditions exist before entry is authorized to begin, except that, if isolation of the space is infeasible because the space is large or is part of a continuous system (such as a sewer), pre-entry testing shall be performed to the extent feasible before entry is authorized and, if entry is authorized, entry conditions shall be continuously monitored in the areas where authorized entrants are working;
  - (B) Test or monitor the permit space as necessary to determine if acceptable entry conditions are being maintained during the course of entry operations, and
  - (C) When testing for atmospheric hazards, test first for oxygen, then for combustible gases and vapors, and then for toxic gases and vapors.
  - (D) Provide each authorized entrant or that employee's authorized representative an opportunity to observe the pre-entry and any subsequent testing or monitoring of permit spaces;
  - (E) Reevaluate the permit space in the presence of any authorized entrant or that employee's authorized representative who requests that the employer conduct such reevaluation because the entrant or representative has reason to believe that the evaluation of that space may not have been adequate;
  - (F) Immediately provide each authorized entrant or that employee's authorized representative with the results of any testing conducted in accord with subsection (d).

NOTE: Atmospheric testing conducted in accordance with Appendix B would be considered as satisfying the requirements of this subsection. For permit space operations in sewers, atmospheric testing conducted in accordance with Appendix B, as supplemented by Appendix E, would be considered as satisfying the requirements of this subsection,

- (6) Provide at least one attendant outside the permit space into which entry is authorized for the duration of entry operations;

NOTE: Attendants may be assigned to monitor more than one permit space provided the duties described in subsection (i) can be effectively performed for each permit space that is monitored. Likewise, attendants may be stationed at any location outside the permit space to be monitored as long as the duties described in subsection (i) can be effectively performed for each permit space that is monitored.

- (7) If multiple spaces are to be monitored by a single attendant, include in the permit program the means and procedures to enable the attendant to respond to an emergency affecting one or more of the permit spaces being monitored without distraction from the attendant's responsibilities under subsection (i);

- (8) Designate the persons who are to have active roles (as, for example, authorized entrants, attendants, entry supervisors, or persons who test or monitor the atmosphere in a permit space) in entry operations, identify the duties of each such employee, and provide each such employee with the training required by subsection (g);
- (9) Develop and implement procedures for rescuing entrants from permit spaces, for providing necessary emergency services to rescued employees, for summoning additional rescue and emergency services, and for preventing unauthorized personnel from attempting a rescue;
- (10) Develop and implement a system for the preparation, issuance, use, and cancellation of entry permits as required by this section;
- (11) Develop and implement procedures to coordinate entry operations when employees of more than one employer are working simultaneously as authorized entrants in a permit space, so that employees of one employer do not endanger the employees of any other employer. If the requirements of sections 5158 or 8355 apply to one or more of the other employers, then the procedures shall also ensure coordination with those employers, so as not to endanger any exposed employees;
- (12) Develop and implement procedures (such as closing off a permit space and canceling the permit) necessary for concluding the entry after entry operations have been completed;
- (13) Review entry operations when the employer has reason to believe that the measures taken under the permit space program may not protect employees and revise the program to correct deficiencies found to exist before subsequent entries are authorized; and

NOTE: Examples of circumstances requiring the review of the permit space program are: any unauthorized entry of a permit space, the detection of a permit space hazard not covered by the permit, the detection of a condition prohibited by the permit, the occurrence of an injury or near-miss during entry, a change in the use or configuration of a permit space, and employee complaints about the effectiveness of the program.

- (14) Review the permit space program, using the canceled permits retained under subsection (e)(6) within 1 year after each entry and revise the program as necessary, to ensure that employees participating in entry operations are protected from permit space hazards.

NOTE: Employers may perform a single annual review covering all entries performed during a 12-month period. If no entry is performed during a 12-month period, no review is necessary.

Appendix C presents examples of permit space programs that are considered to comply with the requirements of subsection (d).

(e) Permit system.

- (1) Before entry is authorized, the employer shall document the completion of measures required by subsection (d)(3) by preparing an entry permit.

NOTE: Appendix D presents examples of permits whose elements are considered to comply with the requirements of this section.

- (2) Before entry begins, the entry supervisor identified on the permit shall sign the entry permit to authorize entry.
- (3) The completed permit shall be made available at the time of entry to all authorized entrants or their authorized representatives, by posting it at the entry portal or by any other equally effective means, so that

the entrants can confirm that pre-entry preparations have been completed.

(4) The duration of the permit may not exceed the time required to complete the assigned task of job identified on the permit in accordance with subsection (f)(2).

(5) The entry supervisor shall terminate entry and cancel the entry permit when:

(A) The entry operations covered by the entry permit have been completed; or

(B) A condition that is not allowed under the entry permit arises in or near the permit space.

(6) The employer shall retain each canceled entry permit for at least 1 year to facilitate the review of the permit space program required by subsection (d)(14). Any problems encountered during an entry operation shall be noted on the pertinent permit so that appropriate revisions to the permit space program can be made.

(f) Entry permit. The entry permit that documents compliance with this section and authorizes entry to a permit space shall identify:

(1) The permit space to be entered;

(2) The purpose of the entry;

(3) The date and the authorized duration of the entry permit;

(4) The authorized entrants within the permit space, by name or by such other means (for example, through the use of rosters or tracking systems) as will enable the attendant to determine quickly and accurately, for the duration of the permit, which authorized entrants are inside the permit space;

NOTE: This requirement may be met by inserting a reference on the entry permit as to the means used, such as roster or tracking systems, to keep track of the authorized entrants within the permit space.

(5) The personnel, by name, currently serving as attendants;

(6) The individual, by name, currently serving as entry supervisor, with a space for the signature or initials of the entry supervisor who originally authorized entry;

(7) The hazards of the permit space to be entered;

(8) The measures used to isolate the permit space and to eliminate or control permit space hazards before entry;

NOTE: Those measures can include the lockout or tagging of equipment and procedures for purging, inerting, ventilating, and flushing permit spaces.

(9) The acceptable entry conditions;

(10) The results of initial and periodic tests performed under subsection (d)(5) accompanied by the names or initials of the testers and by an indication of when the tests were performed;

(11) The rescue and emergency services that can be provided on-site and additional service that can be summoned and the means such as the equipment to use and the numbers to call) for summoning those services;



- (12) The communication procedures used by authorized entrants and attendants to maintain contact during the entry;
- (13) Equipment, such as personal protective equipment, testing equipment, communications equipment, alarm systems, and rescue equipment, to be provided for compliance with this section;
- (14) Any other information whose inclusion is necessary, given the circumstances of the particular confined space, in order to ensure employee safety, and
- (15) Any additional permits, such as for hot work, that have been issued to authorize work in the permit space.

(g) Training.

- (1) The employer shall provide training so that all employees whose work is regulated by this section acquire the understanding, knowledge, and skills necessary for the safe performance of the duties assigned under this section.
- (2) Training shall be provided to each affected employee:
  - (A) Before the employee is first assigned duties under this section;
  - (B) Before there is a change in assigned duties;
  - (C) Whenever there is a change in permit space operations that presents a hazard about which an employee has not previously been trained;
  - (D) Whenever the employer has reason to believe either that there are deviations from the permit space entry procedures required by subsection (d)(3) or that there are inadequacies in the employee's knowledge or use of these procedures.
- (3) The training shall establish employee proficiency in the duties required by this section and shall introduce new or revised procedures, as necessary, for compliance with this section.
- (4) The employer shall certify that the training required by subsections (g)(1) through (g)(3) has been accomplished. The certification shall contain each employee's name, the signatures or initials of the trainers, and the dates of training. The certification shall be available for inspection by employees and their authorized representatives.

(h) Duties of authorized entrants. The employer shall ensure that all authorized entrants:

- (1) Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;
- (2) Properly use equipment as required by subsection (d)(4);
- (3) Communicate with the attendant as necessary to enable the attendant to monitor entrant status and to enable the attendant to alert entrants of the need to evacuate the space as required by subsection (i)(6);
- (4) Alert the attendant whenever:
  - (A) The entrant recognizes any warning sign or symptom of exposure to a dangerous situation, or

- (B) The entrant detects a prohibited condition; and
- (5) Exit from the permit space as quickly as possible whenever:
  - (A) An order to evacuate is given by the attendant or the entry supervisor,
  - (B) The entrant recognizes any warning sign or symptom of exposure to a dangerous situation,
  - (C) The entrant detects a prohibited condition, or
  - (D) An evacuation alarm is activated.

(i) Duties of attendants. The employer shall ensure that each attendant:

- (1) Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;
- (2) Is aware of possible behavioral effects of hazard exposure in authorized entrants;
- (3) Continuously maintains an accurate count of authorized entrants in the permit space and ensures that the means used to identify authorized entrants under subsection (f)(4) accurately identifies who is in the permit space;
- (4) Remains outside the permit space during entry operations until relieved by another attendant;

NOTE: When the employer's permit entry program allows attendant entry for rescue, attendants may enter a permit space to attempt a rescue if they have been trained and equipped for rescue operations as required by subsection (k)(1) and if they have been relieved as required by subsection (i)(4).

- (5) Communicates with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space under subsection (i)(6);
- (6) Monitors activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the authorized entrants to evacuate the permit space immediately under any of the following conditions:
  - (A) If the attendant detects a prohibited condition;
  - (B) If the attendant detects the behavioral effects of hazards exposure in an authorized entrant;
  - (C) If the attendant detects a situation outside the space that could endanger the authorized entrants; or
  - (D) If the attendant cannot effectively and safely perform all the duties required under subsection (i);
- (7) Initiate on-site rescue procedures and, if necessary, summon additional rescue and other emergency services as soon as the attendant determines that authorized entrants may need assistance to escape from permit space hazards;
- (8) Takes the following actions when unauthorized persons approach or enter a permit space while entry is underway:
  - (A) Warn the unauthorized persons that they must stay away from the permit space;

(B) Advise the unauthorized persons that they must exit immediately if they have entered the permit space;  
and

(C) Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space;

(9) Performs non-entry rescues or other rescue services as part of the employer's on-site rescue procedure;  
and

(10) Performs no duties that might interfere with the attendant's primary duty to monitor and protect the authorized entrants.

(j) Duties of entry supervisors. The employer shall ensure that each entry supervisor:

(1) Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

(2) Verifies, by checking that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin;

(3) Terminates the entry and cancels the permit as required by subsection (e)(5);

(4) Verifies that rescue services are available and that the means for summoning additional services are operable;

(5) Removes unauthorized individuals who enter or who attempt to enter the permit space during entry operations; and

(6) Determines, whenever responsibility for a permit space entry operation is transferred and at intervals dictated by the hazards and operations performed within the space, that entry operations remain consistent with terms of the entry permit and that acceptable entry conditions are maintained.

(k) Rescue and emergency services. The employer shall ensure that at least one standby person at the site is trained and immediately available to perform rescue and emergency services.

(1) The following requirements apply to employers who have employees enter permit spaces to perform rescue services.

(A) The employer shall ensure that each member of the rescue service is provided with, and is trained to use properly, the personal protective equipment and rescue equipment necessary for making rescues from permit spaces.

(B) Each member of the rescue service shall be trained to perform the assigned rescue duties. Each member of the rescue service shall also receive the training required of authorized entrants under subsections (g) and (h).

(C) Each member of the rescue service shall practice making permit space rescues at least once every 12 months, by means of simulated rescue operations in which they remove dummies, manikins, or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescue is to be performed.

(D) Each member of the rescue service shall be trained in basic first-aid and in cardiopulmonary resuscitation (CPR). At least one member of the rescue service holding current certification in first aid and in CPR shall be available.

(2) When an employer (host employer) arranges to have persons other than the host employer's employees perform permit space rescue, the host employer shall:

(A) Inform the rescue service of the hazards they may confront when called on to perform rescue at the host employer's facility, and

(B) Provide the rescue service with access to all permit spaces from which rescue may be necessary so that the rescue service can develop appropriate rescue plans and practice rescue operations.

(3) To facilitate non-entry rescue, retrieval systems or methods shall be used whenever an authorized entrant enters a permit space, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant. Retrieval systems shall meet the following requirements.

(A) Each authorized entrant shall use a chest or full body harness, with a retrieval line attached at a suitable point so that when rescued, the entrant presents the smallest possible profile (for example at the center of the entrant's back near shoulder level, or above the entrant's head). Wristlets may be used in lieu of the chest or full body harness if the employer can demonstrate that the use of a chest or full body harness is infeasible or creates a greater hazard and that the use of wristlets is the safest and most effective alternative.

(B) The other end of the retrieval line shall be attached to a mechanical device or fixed point outside the permit space in such a manner that rescue can begin as soon as the rescuer becomes aware that rescue is necessary. A mechanical device shall be available to retrieve personnel from vertical type permit spaces more than 5 feet deep.

(4) If an injured entrant is exposed to a substance for which a Safety Data Sheet (SDS) or other similar written information is required to be kept at the worksite, that SDS or written information shall be made available to the medical facility treating the exposed entrant.

(l) Employee participation.

(1) Employers shall consult with affected employees and their authorized representatives on the development and implementation of all aspects of the permit space program required by subsection (c).

(2) Employers shall make available to affected employees and their authorized representatives all information required to be developed by this section.

(m) Appendices. Appendices A through E serve to provide information and non-mandatory guidelines to assist employers and employees in complying with the appropriate requirements of this section.

Note: Authority cited: Section 142.3, Labor Code. Reference: Section 142.3, Labor Code.

### HISTORY

1. Repealer and new section filed 11-24-93; operative 12-24-93 (Register 93, No. 48). For prior history, see Register 79, No. 36.

2. Editorial correction of printing error in subsections (d)(5)(C), (i)(8)(B) and (j) (Register 94, No. 29).

3. Editorial correction of subsection (k)(1)(C) (Register 97, No. 23).

4. Editorial correction of subsection (b)(3) (Register 99, No. 10).
5. Amendment of subsections (c)(5)(A)5., (c)(5)(B)8., (c)(7)(C), (e)(3) and (k)(1)(B), new subsections (c)(5)(B)9., (d)(5)(D)-(F) and (l)-(l)(2) and subsection relettering filed 7-13-99; operative 7-13-99. Submitted to OAL for printing only pursuant to Labor Code section 142.3(a)(3) (Register 99, No. 29).
6. Amendment of subsection (b) -Testing filed 3-23-2000; operative 4-22-2000 (Register 2000, No. 12).
7. Amendment of subsections (c)(2)-(c)(3), (c)(8)-(c)(8)(A) and (d)(11) filed 4-25-2001; operative 5-25-2001 (Register 2001, No. 17).
8. Amendment of subsection (b)(5) - Note and subsection (k)(4) filed 5-5-2014; operative 5-6-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 19).

[Appendix A](#)

[Appendix A](#) (PDF)

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**Subchapter 7. General Industry Safety Orders**  
**Group 16. Control of Hazardous Substances**  
**Article 108. Confined Spaces**

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**§5158. Other Confined Space Operations.**

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(a) Scope. For industries and operations specified in section 5156(b)(2) this section prescribes minimum standards for preventing employee exposure to dangerous air contamination, oxygen enrichment and/or oxygen deficiency in confined spaces, as defined in subsection (b).

Note: Implementing a permit-required confined space program in accordance with section 5157 shall meet the requirements of this section.

(b) Definitions.

(1) Confined Space. A space defined by the concurrent existence of the following conditions:

(A) Existing ventilation is insufficient to remove dangerous air contamination, oxygen enrichment and/or oxygen deficiency which may exist or develop.

(B) Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening(s).

(2) Dangerous Air Contamination. An atmosphere presenting a threat of causing death, injury, acute illness, or disablement due to the presence of flammable and/or explosive, toxic, or otherwise injurious or incapacitating substances.

(A) Dangerous air contamination due to the flammability of a gas or vapor is defined as an atmosphere containing the gas or vapor at a concentration greater than 20 percent of its lower explosive (lower flammable) limit.

(B) Dangerous air contamination due to a combustible particulate is defined as a concentration greater than 20 percent of the minimum explosive concentration of the particulate.

(C) Dangerous air contamination due to the toxicity of a substance is defined as the atmospheric concentration immediately hazardous to life or health.

Note: This definition of dangerous air contamination due to the toxicity of a substance does not preclude the requirement to control harmful exposures, under the provisions of Article 107, to toxic substances at

concentrations less than those immediately hazardous to life or health.

(3) Oxygen Deficiency. An atmosphere containing oxygen at a concentration of less than 19.5 percent by volume.

(4) Oxygen Enrichment. An atmosphere containing more than 23.5 percent oxygen by volume.

(c) Operation Procedures and Employee Training. The employer shall implement the provisions of this subsection before any employee is permitted to enter a confined space.

(1) Operating Procedures.

(A) Written, understandable operating and rescue procedures shall be developed and shall be provided to affected employees.

(B) Operating procedures shall conform to the applicable requirements of this section and shall include provision for the surveillance of the surrounding area to avoid hazards such as drifting vapors from tanks, piping and sewers.

(C) For multi-employer worksites, the procedures shall address how all the affected employers will coordinate their work activities, so that operations of one employer will not endanger the employees of any other employer. If the permit-required confined space requirements of section 5157 or the requirements of section 8355 apply to one or more of the other employers, then the procedures shall also include coordination with those employers;

(2) Employee Training. Employees, including standby persons required by subsection (e)(1)(D), shall be trained in the operating and rescue procedures, including instructions as to the hazards they may encounter.

(d) Pre-entry. The applicable provisions of this subsection shall be implemented before entry into a confined space.

(1) Lines which may convey flammable, injurious, or incapacitating substances into the space shall be disconnected, blinded, or blocked off by other positive means to prevent the development of dangerous air contamination, oxygen enrichment and/or oxygen deficiency within the space. The disconnection or blind shall be so located or done in such a manner that inadvertent reconnection of the line or removal of the blind are effectively prevented.

Exception: This subsection does not apply to public utility gas distribution systems.

NOTE: This subsection does not require blocking of all laterals to sewers or storm drains. Where experience or knowledge of industrial use indicates materials resulting in dangerous air contamination may be dumped into an occupied sewer, all such laterals shall be blocked.

(2) The space shall be emptied, flushed, or otherwise purged of flammable, injurious or incapacitating substances to the extent feasible.

(3) The air shall be tested with an appropriate device or method to determine whether dangerous air contamination, oxygen enrichment and/or an oxygen deficiency exists. A written record of such testing results shall be made and kept at the work site for the duration of the work. Affected employees and/or their representative shall be afforded an opportunity to review and record the testing results. If an electronic or thermal device is used to test a confined space that contains or is likely to develop a dangerous air contamination due to flammable and/or explosive substances, then the device must be approved for use in such explosive or flammable conditions as required by section 2540.2.

(4) Where interconnected spaces are blinded off as a unit, each space shall be tested and the results recorded, in accordance with subsection (d)(3), and the most hazardous condition so found shall govern procedures to be followed.

(5) If dangerous air contamination, oxygen enrichment and/or oxygen deficiency does not exist within the space, as demonstrated by tests performed in accordance with subsection (d)(3), entry into and work within the space may proceed subject to the following provisions:

(A) Testing, in accordance with subsection (d)(3), shall be conducted with sufficient frequency to ensure that the development of dangerous air contamination, oxygen enrichment and/or oxygen deficiency does not occur during the performance of any operation.

(B) If the development of dangerous air contamination, oxygen enrichment and/or an oxygen deficiency is imminent, the requirements prescribed by subsection (e) shall also apply.

(6) Where the existence of dangerous air contamination, oxygen enrichment and/or oxygen deficiency is demonstrated by tests performed in accordance with subsection (d)(3), existing ventilation shall be augmented by appropriate means.

(7) When additional ventilation provided in accordance with subsection (d)(6) has removed dangerous air contamination, oxygen enrichment and/or oxygen deficiency as demonstrated by additional testing conducted (and recorded) in accordance with subsection (d)(3), entry into and work within the space may proceed subject to the provisions of subsection (d)(5).

(8) No source of ignition shall be introduced until the implementation of appropriate provisions of this section have ensured that dangerous air contamination due to oxygen enrichment, flammable and/or explosive substances does not exist.

(9) Whenever oxygen-consuming equipment such as salamanders, plumbers' torches or furnaces, and the like, are to be used, measures shall be taken to ensure adequate combustion air and exhaust gas venting.

(10) To the extent feasible, provision shall be made to permit ready entry and exit.

(11) Where it is not feasible to provide for ready exit from spaces equipped with automatic fire suppression systems employing harmful design concentrations of toxic or oxygen-displacing gases, or total foam flooding, such systems shall be deactivated. Where it is not practical or safe to deactivate such systems, the provisions of subsection (e) related to the use of respiratory protective equipment shall apply during entry into and work within such spaces.

#### (e) Confined Space Operations.

(1) Entry Into and Work Within Confined Spaces. The requirements of this subsection apply to entry into and work within a confined space whenever an atmosphere free of dangerous air contamination, oxygen enrichment and/or oxygen deficiency cannot be ensured through the implementation of the applicable provisions of subsection (d), or whenever, due to the existence of an emergency, it is not feasible to ensure the removal of dangerous air contamination, oxygen enrichment and/or an oxygen deficiency through the implementation of the applicable provisions of subsection (d).

(A) Tanks, vessels, or other confined spaces with side and top openings shall be entered from side openings when practicable.

Note: For the purposes of this Order, side openings are those within 3 1/2 feet of the bottom.



(B) Appropriate, approved respiratory protective equipment, in accordance with Section 5144, shall be provided and worn.

(C) An approved safety belt with an attached line shall be used. The free end of the line shall be secured outside the entry opening. The line shall be at least 1/2-inch diameter and 2,000-pounds test.

Exception: Where it can be shown that a safety belt and attached line would further endanger the life of the employee.

(D) At least one employee shall stand by on the outside of the confined space ready to give assistance in case of emergency. At least one additional employee who may have other duties shall be within sight or call of the standby employee(s).

1. The standby employee shall have appropriate, approved, respiratory protective equipment, including an independent source of breathing air which conforms with Section 5144(i), available for immediate use.

2. A standby employee (or employees) protected as prescribed by subsection (e)(1)(D) 1. may enter the confined space but only in case of emergency and only after alerting at least one additional employee outside of the confined space of the existence of an emergency and of the standby employee's intent to enter the confined space.

(E) When entry must be made through a top opening, the following requirements shall also apply.

1. The safety belt shall be of the harness type that suspends a person in an upright position.

2. A hoisting device or other effective means shall be provided for lifting employees out of the space.

(F) Work involving the use of flame, arc, spark, or other source of ignition is prohibited within a confined space (or any adjacent space having common walls, floor, or ceiling with the confined space) which contains, or is likely to develop, oxygen enrichment or dangerous air contamination due to flammable and/or explosive substances.

(G) Whenever gases such as nitrogen are used to provide an inert atmosphere for preventing the ignition of flammable gases or vapors, no flame, arc, spark, or other source of ignition shall be permitted unless the oxygen concentration is maintained at less than 20 percent of the concentration which will support combustion.

1. Testing of the oxygen content shall be conducted with sufficient frequency to ensure conformance with this paragraph.

2. A written record of the results of such testing shall be made and kept at the work site for the duration of the work.

3. Affected employees and/or their representative shall be provided an opportunity to review and record the testing results.

(H) Only approved lighting and electrical equipment, in accordance with the Low-Voltage Electrical Safety Orders, shall be used in confined spaces subject to oxygen enrichment or dangerous air contamination by flammable and/or explosive substances.

(I) Employees working in confined spaces which have last contained substances corrosive to the skin or substances which can be absorbed through the skin shall be provided with, and shall be required to wear, appropriate personal protective clothing or devices in accordance with Article 10.

(J) When an employer (host employer) arranges to have employees of another employer (contractor) perform work that involves a confined space entry covered by this standard or by sections 5157 or 8355, the host employer shall:

1. Inform the contractor that the workplace contains a confined space and that confined space entry is allowed only through compliance with a confined space program meeting the requirements of this section, section 5157 or section 8355, depending on which section applies to the contractor;
2. Apprise the contractor of the elements, including the hazards identified and the host employer's experience with the confined space, that make the space in question a confined space;
3. Apprise the contractor of any precautions or procedures that the host employer has implemented for the protection of employees in or near the confined space where the contractor's personnel will be working;
4. Coordinate entry operations with the contractor, when both host employer personnel and contractor personnel will be working in or near the confined space, as required by subsection (c)(1)(C); and
5. Debrief the contractor at the conclusion of the confined space operation regarding the confined space program followed and any hazards confronted or created in the confined space during entry operations.

(K) In addition to complying with the confined space requirements that apply to all employers, each contractor who is retained to perform confined space entry operations shall:

1. Obtain any available information regarding confined space hazards and entry operations from the host employer;
2. Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near a confined space, as required by subsection (c)(1)(C); and
3. Inform the host employer of the confined space program that the contractor will follow and of any hazards confronted or created in the confined space, either through a debriefing or during the entry operation.

## (2) Precautions for Emergencies Involving Work in Confined Spaces.

(A) At least one person trained in first aid and cardiopulmonary resuscitation (CPR) shall be immediately available whenever the use of respiratory protective equipment is required subsection (e)(1). Standards for CPR training shall follow the principles of the American Heart Association or the American Red Cross.

(B) An effective means of communication between employees inside a confined space and a standby employee shall be provided and used whenever the provisions of subsection (e)(1) require the use of respiratory protective equipment or whenever employees inside a confined space are out of sight of the standby employee(s). All affected employees shall be trained in the use of such communication system and the system shall be tested before each use to confirm its effective operation.

Note: Authority cited: Section 142.3, Labor Code. Reference: Section 142.3, Labor Code.

## HISTORY

1. New section filed 9-14-78; effective thirtieth day thereafter (Register 78, No. 37).
2. Change without regulatory effect of subsection (k) pursuant to section 100, Title 1, California Code of Regulations filed 5-1-90 (Register 90, No. 23).
3. Amendment filed 11-24-93; operative 12-24-93 (Register 93, No. 48).
4. Amendment of subsections (d)(3) and (e)(1)(F) filed 3-23-2000; operative 4-22-2000 (Register 2000, No. 12).
5. Amendment filed 4-25-2001; operative 5-25-2001 (Register 2001, No. 17).
6. Amendment of subsection (e)(1)(D)1. filed 8-30-2010; operative 9-29-2010 (Register 2010, No. 36).

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## **Appendix B**

### **List of Identified Confined Spaces**

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## Appendix B

### List of Identified Confined Spaces

<b>A.</b>	<b>Permit Required Confined Spaces/Location</b>
1.	Filbert Meter Vault Oak Avenue near Filbert
2.	Antelope Meter Vault Antelope Road near Mariposa
<b>B.</b>	<b>Non-Permit Required Confined Spaces</b>
1.	Palm Avenue Pressure Reducing Station Corner of San Juan Avenue and Palm Ave
2.	Van Maren Pressure Reducing Station and Meter Corner of Van Maren Lane and Navion Drive
3.	Beech Ave. Inter-tie PRV and Meter Beech Ave. @ Mavis Ave.
4.	5829 San Juan Avenue 8" Meter Vault
5.	8080 Targa Circle Western 8" Meter Vault Eastern 8" Meter Vault
6.	Santa Juanita Drive 42" Meter Vault
7.	7551 Greenback Lane – San Juan HS North Meter Vault Western Meter Vault Eastern Meter Vault
8.	5900 Sunrise Mall – Sears Meter EID 70187973H
9.	6000 Sunrise Mall – Macy's Meter EID 70177459H
10.	6176 Sunrise Mall – JCPenney's EID 70187974H
11.	6180 Sunrise Blvd/Mall – Macy's North EID 70187975H
12.	Crosswoods Intertie
13.	Markley Intertie
14.	Palm Avenue and Rutland Intertie
15.	Orlando Avenue Intertie
16.	8201 Greenback Lane – Mount Vernon Memorial 8" Meter

## **Appendix C**

### **Procedures and Practices for Confined Space Entry**

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## Appendix C

### Procedures and Practices for Confined Space Entry

- A. Pre-planning** - No work shall begin in any confined space before the operations to be undertaken are reviewed. The supervisor will review work assignments with employees and consider potential hazards; the scope of the work; materials required and introduced to the space; and equipment required including monitoring, rescue, and personal protective equipment. Certain conditions may require a Hot Work Permit.
- B. Control of Hazards Hot Work (Non-Flame or Spark)** - Hot work is a prohibited practice within a confined space or any adjacent space with a common wall, floor or ceiling, which contains, or is likely to develop, oxygen enrichment or dangerous air contamination due to flammable and/or explosive substances. When practical the District will control the hazard of hot work within a confined space by evaluating existing hazards within the space *and* potential hazards created from hot work operations, then:
1. Take special precautions (such as improving ventilation, inspecting for frayed wires, implementing fire-suppression measures or using low-voltage, non-sparking tools) to reduce potential hazards; and
  2. When necessary implement additional ventilation procedures; positive pressure (blowing fresh air in) and negative pressure (sucking air out) fan, or a combination of the two practices.

The appropriate respirators are provided and shall be used in addition to providing forced ventilation if the forced ventilation does not maintain acceptable respiratory conditions.

- C. Pre-entry** - After pre-planning and prior to the start of any work, the entry permit will be completed by the site supervisor. No employee will enter a confined space until acceptable entry conditions are verified as listed on the permit. The atmosphere will be evaluated for and **in the following order**:
1. Oxygen content;
  2. Flammable gases and vapors; and
  3. Potential toxic atmospheres.

Note: Permits are in Appendix D

**Atmospheric Testing Procedure** - will include:

1. Use of a combination direct reading instrument capable of sensing oxygen content, flammable gases, and toxic environments.
2. A person trained in the use and evaluation of the instrument will turn on and zero out (self calibrate) the instrument in fresh air following the manufacturer's instructions. (The instrument should also be calibrated not less than the period recommended by the manufacturer using known test gases).
3. Prior to opening a lid or manhole cover, insert the probe or collector tubing of the air monitoring device into an opening or port to draw a sample of the atmosphere and allow sufficient time to record a representative reading. If there is no opening, "crack" the cover enough to insert the probe or collector. If atmospheric conditions are acceptable, remove the cover.
4. Lower the instrument probe or collector, testing the top, sides and hidden areas and approximately four (4) feet in the direction of travel. All results will be recorded.
5. If all tests are within acceptable limits, the lids may be opened or covers removed. The opening shall be protected and guarded by barriers that will prevent accidental falls through the opening.
6. If an atmospheric hazard is discovered, or there is the potential for one to occur:
  - a. Continuous air ventilation will be provided and the atmosphere tested periodically to ensure acceptable atmospheric conditions within the space.
  - b. The ventilation will be done with mechanical forced air ventilation equipment capable of maintaining an acceptable atmosphere within the confined space.
  - c. If a portable blower is used, it must be equipped with sufficient ducting to reach within two feet of the bottom of the space or provide fresh outside air to the work area within the space (i.e. water reservoirs). The ducting should not have more than one 90-degree bend entering the opening of the confined space. The blower should never be placed near a vehicle exhaust or other potential source of poor air quality. The intake should be placed at least fifteen (15) feet from the confined opening to prevent re-circulation or ventilated air.

### **C. Safe Entry Procedure – Permit Required**

Note: Permit is in Appendix D



1. Entry is only permitted by properly trained personnel.
2. Entry supervisor will complete the confined space permit.
3. All required safety and entry equipment will be at the site.
4. The confined space will be isolated utilizing lockout/tagout procedures.
5. Perform atmospheric testing.
6. Purge or flush the confined space when necessary.
7. If continuous air ventilation is provided, the atmosphere will be tested periodically to ensure acceptable atmospheric conditions within the space.
8. Provide guards and barriers to protect the site from pedestrians and unauthorized personnel. The barriers are also setup to prevent accidental falls and protect entrants from external hazards.
9. Provide a minimum of one attendant outside the confined space.
10. Communication systems will be checked prior to entry.
11. Rescue team to be notified of entry location and time prior to entry.
12. Post permit outside entry location.
13. After entry is completed, note any unusual findings on permit.
14. After completion of work, re-secure access point.
15. Notify supervisor and rescue team when entry is completed.
16. Keep permit on file for one (1) year.

**D. Safe Entry Procedure – (c)(5) Alternative Entry:** This type of entry is permissible through monitoring and inspection. The confined space may be entered under the (c)(5) alternative procedures only under the following conditions:

- The only hazard posed by the space is an actual or potential hazardous atmosphere.
- Continuous forced air ventilation alone is sufficient to maintain a safe atmosphere for entry.

Note: Permit is in Appendix D

1. Entry is only permitted by properly trained personnel.
2. Entry supervisor (this may be entrant) will complete the (c)(5) alternative procedures or entry on the permit.
3. All required safety and entry equipment will be at the site.
4. The confined space will be isolated utilizing lockout/tagout procedures.
5. Purge or flush the confined space when necessary.
6. Continuous air ventilation will be provided and the atmosphere tested periodically to ensure acceptable atmospheric conditions within the space.
7. Provide guards and barriers to protect the site from pedestrians and unauthorized personnel. The barriers are also setup to prevent accidental falls and protect entrants from external hazards.
8. Post permit outside entry location.
9. After entry is completed, note any unusual findings on entry permit.
10. After completion of work, re-secure entry access point.
11. Keep permit on file for a minimum of one (1) year.

**E. Safe Entry Procedure – Non-Permit Confined Space:** A permit –required confined space may be reclassified as a non-permit confined space under the following conditions:

- The space, at the time of the planned entry, has no actual or potential atmospheric hazards, and all hazards within the space are eliminated without entry into the space.
- All hazards remain eliminated during the entry operation.
- The basis for determining that all hazards have been eliminated are documented through a certification containing, the date, location of the space, and the signature of the person making the determination.
- If hazards arise in the non-permit confined space, each employee shall exit the space, and it shall be reevaluated to determine if it must be reclassified as a permit space.

Note: Control of atmospheric hazards through forced air ventilation does not constitute elimination of the hazard.

- F. Safety Equipment** – The District will provide all safety equipment and supplies necessary to perform safe entry and rescue operations. All safety equipment should be tested according to the manufacturer's recommendations. Prior to beginning work, employees will inspect the equipment and ensure it is in good working condition. All defective equipment will be tagged for repair or replacement if required.

Equipment required for each entry will be noted on the entry permit. Work or entry will not commence if any equipment is missing.

- G. Change of Conditions** – If either the entrant(s) or attendant detects a condition which differs from the entry permit, the entrants will exit from the confined space as quickly as possible. These include:

- The entrant recognizes any warning sign or symptom of exposure to a dangerous situation.
- The entrant detects a condition which conflicts with the entry permit.
- The gas monitor signals an alarm.
- An evacuation alarm is activated.
- The attendant detects a behavioral change in the entrant(s).
- The attendant detects a condition that conflicts with the entry permit or a situation outside the space that could endanger the entrant(s).
- The entry supervisor gives an order to evacuate.

- H. Rescue** – There are three basic types of confined space rescue: self-rescue, non-entry rescue and entry rescue. All permit entries, with the exception of (c)(5) alternative entries, must provide for rescue service. At least one standby person at the entry site shall be trained and immediately available to perform rescue and emergency services. It is recommended that a rescue plan be prepared for (c)(5) and non-permit entries.

1. **Self-rescue** – is the preferred method for rescue

2. **Non-entry rescue** - Retrieval systems or methods shall be used unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant.
  - a. Each entrant shall use a chest or full body harness with a retrieval line attached high on the back. Wristlets may be used with a retrieval line in lieu of the chest or full body harness if it can be demonstrated that the use of the wristlets is the safest and most effective method.
  - b. The end of the retrieval line shall be attached to a mechanical device or fixed point outside the confined space so that rescue can begin as soon as the rescuer is aware that rescue is necessary.
  - c. A mechanical device shall be available to retrieve personnel from vertical spaces more than 5 feet deep. This equipment may be a winch or pulley system in combination with a fixed attachment point above the space.
3. **Entry Rescue**
  - a. Emergency rescue conducted by District personnel.
    - i) All designated rescue team members shall be provided with and be trained in the proper use of personal protective equipment and rescue equipment needed for rescue operations.
    - ii) Each team member shall be trained to perform the assigned rescue duties and trained in safe confined space entry procedures.
    - iii) Each member of the rescue team must participate in rescue practice at least once every 12 months. Practice shall consist of simulated rescue from representative permitted spaces using mannequins or actual persons.
    - iv) Each member of the rescue team must be trained in basic first aid and cardiopulmonary resuscitation (CPR). At least one member of the rescue team having current CPR and first aid certification shall be available during entry.
  - b. Emergency rescue conducted by outside emergency rescue service.

The confined space attendant will immediately initiate outside rescue when needed. Prior to requesting rescue service, the District shall:

- i) Evaluate the service's ability to respond in a timely manner.
  - ii) Evaluate the service's qualifying abilities to function appropriately while rescuing entrants from the District's particular types of identified spaces.
  - iii) Inform the rescue service of the hazards it may confront at the site(s).
  - iv) Provide the rescue service with access to permit spaces from which rescue may be necessary so that the service can practice rescue operations.
  - v) Outside rescue service must be notified of the location of the confined space and time of entry prior to entry.
4. A Material Safety Data Sheet (MSDS) or similar written information required to be kept at the worksite due to the use or exposure to a hazardous substance shall be made available to the medical facility treating the exposed entrant.

## **Appendix D**

### **Permit, Pre-entry Checklist**

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# CONFINED SPACE ENTRY PERMIT

- NOTE:**  
 (1) Each confined space should always be considered a Full Permit-Required Space until proven and documented otherwise!  
 (2) Each permit is valid for the assigned task only. (Not to exceed one work shift)

PERMIT ISSUE DATE/TIME: \_\_\_\_\_ EXPIRATION DATE/TIME: \_\_\_\_\_  
 SPACE ID/LOCATION: \_\_\_\_\_  
 SPECIFIC WORK PROCEDURE: \_\_\_\_\_  
 AGENCY: \_\_\_\_\_  
 AUTHORIZED ENTRANT(S): \_\_\_\_\_  
 ATTENDANT(S): \_\_\_\_\_

**\*\*\*RESCUE PLAN REQUIRED FOR ALL ENTRY — REFER TO RESCUE SECTION\*\*\***

**EMERGENCY RESCUE PLAN: (Required for All Confined Space Entries)**

In event of emergency, contact: \_\_\_\_\_  
 Briefly outline the rescue procedure to be used and the equipment needed: \_\_\_\_\_  
 \_\_\_\_\_

### INITIAL ASSESSMENT

*(Without entering the space, conduct an atmospheric assessment and circle the confined space conditions below.)*

**ATMOSPHERIC ASSESSMENT (Required for every confined space):**

Method of Monitoring the Atmosphere: \_\_\_\_\_  
 Calibration Date: \_\_\_\_\_ Bump Test Date: \_\_\_\_\_

### ATMOSPHERIC TESTING RESULTS

SUBSTANCE	PERMISSIBLE EXPOSURE LIMIT	RESULTS AND TIMES (For each test show result and time)							
		PRE-ENTRY	TEST 1	TEST 2	TEST 3	TEST 4	TEST 5	TEST 6	TEST 7
TIME									
CONDUCTED BY									
OXYGEN	<b>19.5 - 23.5%</b>								
LEL	<b>10%</b>								
HYDROGEN SULFIDE	<b>10 PPM</b>								
CARBON MONOXIDE	<b>25 PPM</b>								
OTHER TOXIC									

**CONFINED SPACE CONDITIONS (circle as applicable):**

1. Contains or has the potential to contain a hazardous atmosphere (e.g., rust, organic material, nearby traffic, etc.).
2. Contains a material that has the potential for engulfing an entrant.
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor, which slopes downward and tapers to a smaller cross-section.
4. Contains any other recognized serious safety or health hazard, including job-introduced hazards.

If <b>none</b> of the conditions exist, proceed to <b>Declassification for Non-Permit Entry</b>
If <b>only #1</b> condition exists, continue <b>Atmospheric Monitoring</b> , begin <b>Ventilation</b> , and proceed to <b>(c)(5) – Alternative Procedures for Entry</b>
If <b>any of #2, #3, or #4</b> conditions apply, continue <b>Atmospheric Monitoring</b> . Complete <b>Full Permit-Required Entry checklist</b>

**DECLASSIFICATION FOR NON-PERMIT ENTRY**

Only qualified Entry Supervisors are authorized to execute a Declassification Certificate.

- \* This permit space poses no actual or potential atmospheric hazards, and all hazards within the space were eliminated without entry into the space.
- \* **ANY ENTRIES TO OBTAIN DATA OR TO PERFORM ACTIONS NECESSARY FOR DECLASSIFICATION MUST BE BY PERMIT!**
- \* Rescue procedures have been established.
- \* This certificate has been made available to each employee entering the area.  Yes
- \* Upon completion of the job, the area will revert to a permit-required confined space status.

Basis for Declassification: (Describe fully) \_\_\_\_\_

Permit Prepared By Print Name (Competent Person)	Signature	Date
Permit Reviewed By Print Name (Entry Supervisor)	Signature	Date

**ATMOSPHERIC VENTILATION:** (Must operate long enough for the atmospheric hazard to be eliminated.)

Method of Ventilation: \_\_\_\_\_

Volume (Cubic Feet) of Space to Be Entered: \_\_\_\_\_

Volume Rating (Cubic Feet Per Minute) of Ventilation Equipment: \_\_\_\_\_

Length of time of Ventilation: \_\_\_\_\_

**(c)(5) - ALTERNATIVE PROCEDURES FOR ENTRY**

- All non-atmospheric hazards in the space were eliminated without entering the space (e.g., engulfment, internal configuration, electrical)? YES  NO
- Source isolation and lock-out/tag-out in place? YES  NO  N/A
- Free of any serious job-introduced hazards? YES  NO
- Is the only hazard posed by the space an actual or potential atmospheric hazard? YES  NO
- Will continuous forced ventilation alone be sufficient for safe entry? YES  NO
- Rescue Plan – equipment readily accessible? YES
- Has forced air ventilation been continued? YES  NO
- Has atmospheric monitoring been continued? YES  NO
- Other anticipated hazard controls: \_\_\_\_\_

IF ANY "NO" RESPONSES, ENTRY **NOT ELIGIBLE** USING THE "(c)(5) PROCEDURE". **COMPLETE THE FULL PERMIT.**

**(c)(5) CERTIFICATION BY ENTRY SUPERVISOR:** I am familiar with the special requirements and conditions under which a permit-required space may be entered under the alternative procedures outlined in 8 CCR 5157 (c)(5). The basis for this conclusion is inspection and testing (with a calibrated, direct reading instrument, as previously noted). I verify that all necessary pre-entry steps have been taken, that rescue procedures have been established, and that ventilation of the space and atmospheric monitoring will continue. I verify that the space is safe for entry.

Permit Prepared By Print Name (Competent Person)	Signature	Date
Permit Reviewed By Print Name (Entry Supervisor)	Signature	Date

**FULL PERMIT-REQUIRED ENTRY**

- All non-atmospheric hazards in the space are controlled without entering the space? YES
- Exposure to atmospheric hazard controlled? YES  N/A
- Ventilation system in operation (positive pressure if possible)? YES  N/A
- Continuous air monitoring of workspace while work is being performed? YES  N/A
- Lock-out/Tag-out systems in place? YES  N/A
- MSDS available (whenever atmospheric or other chemical hazards are introduced)? YES  N/A
- Use of explosion proof equipment/non-sparking tools? YES  N/A
- Hot Work Permit required? (If yes, attach permit) YES  N/A
- Fire extinguishing media available? YES  N/A
- Clear communication between entrant and attendant? YES
- Appropriate PPE for employees? YES
- Rescue equipment and procedures in place? YES
- Emergency communications in place and checked? YES
- Other anticipated hazards & controls: \_\_\_\_\_

**PERMIT CERTIFICATION BY ENTRY SUPERVISOR:**

Permit Prepared By Print Name (Competent Person)	Signature	Date
Permit Reviewed By Print Name (Entry Supervisor)	Signature	Date

**NOTE: THIS DOCUMENT MUST BE POSTED AT ENTRY AND/OR IN POSSESSION OF ATTENDANT!**

**CONTRACTOR PRE/POST ENTRY BRIEFING**

Name of contractor: \_\_\_\_\_ Pre-briefing conducted on: (date) \_\_\_\_\_

Contractor notified of: Permit Requirements  Potential Hazards  Special tools/Equipment

Debriefing at completion of job: (date) \_\_\_\_\_

Problems encountered: \_\_\_\_\_



**CONFINED SPACE ENTRY PERMIT - HOT WORK PERMIT  
(Flame or Spark)**

PERMIT ISSUE DATE/TIME: \_\_\_\_\_

PERMIT EXPIRATION DATE/TIME: \_\_\_\_\_

DETAILED DESCRIPTION OF JOB: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Answers and action taken for the following questions must be in agreement with the rules of the standard operating procedures.***

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Can the job be done outside in a safe area rather than in the confined space?             | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Have all process materials (solids, liquids, gases) been removed from the confined space? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. Have all lines been disconnected and blanked?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4. Has LEL been tested?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5. Has fire watch been advised of duties?<br>Name of fire watch: _____                       | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6. Is a fire extinguisher and/or water hose available for fire watch?                        | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 7. Can flame or sparks ignite materials in the vicinity or on lower floors or levels?        | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 8. Are non-flammable tarps used to cover combustibles?                                       | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 9. Have workers been given specific safety instructions?                                     | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 10. Are proper confined space entry procedures being followed?                               | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 11. Have welding screens been set up, if practical?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 12. Is adjacent area and equipment safe?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 13. Special precautions to be taken: _____   |                              |                             |

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION BY ENTRY SUPERVISOR:**

\_\_\_\_\_

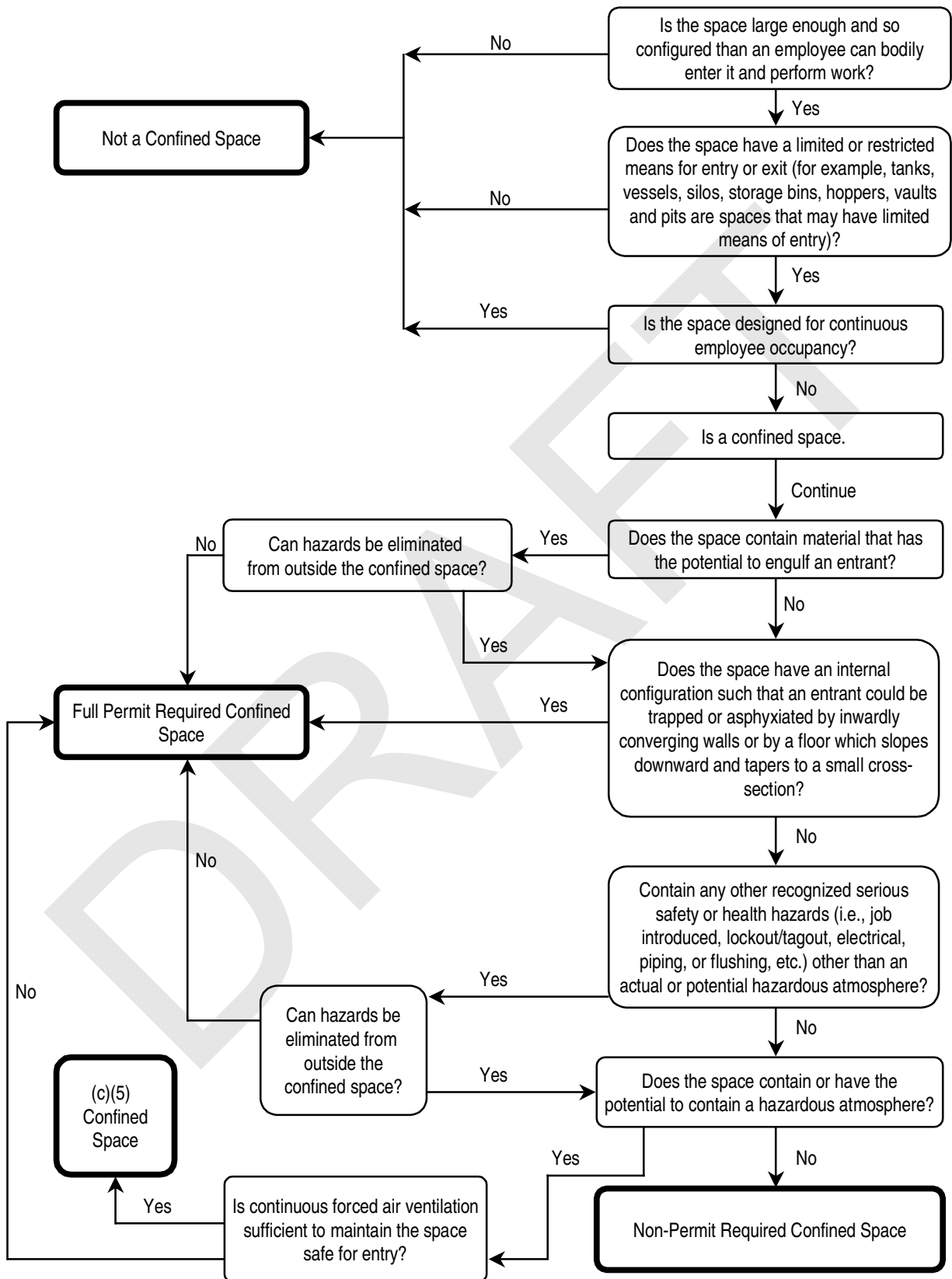
Print Name

Signature

Date

**MUST BE POSTED AT ENTRY AND/OR IN POSSESSION OF ATTENDANT**

# Confined Space Identification Flow Chart



## **Appendix E**

### **List of Identified District Employees Authorized as Confined Space Competent Persons**

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## Confined Space Entry Assignment and Authorization

**Citrus Heights Water District** is committed to ensure the all elements of its Confined Space Entry Program are followed by employees and outside contractors.

\_\_\_\_\_ (name of individual) has been provided with the training, equipment, and has the authority necessary to safely enter confined spaces as a: (circle all the apply)

**Supervisor**

**Competent Person**

**Attendant**

**Entrant**

and comply with all the requirements of this program.

### Check all that apply:

**Supervisor**

1. Understands the hazards and assure that all necessary tests are made, safety equipment is on the job-site, and confined space entry procedures are followed;
2. Ensures that unauthorized personnel are prevented from entering a permit required confined space;
3. To verify entry permit information;
4. Terminates entry and cancel permits as required;
5. Verifies rescue service and communication is available;
6. Assures consistent transfer of responsibility; and
7. Maintains and reviews all records and permits that apply to the program.

**Competent Person**

1. Understands the hazards and follow confined space procedures;
2. To evaluate all confined spaces at the worksite prior to beginning work;
3. Classifies the confined space;
4. Understands that they are only one who can reclassify a confined space;
5. Monitors activities inside/outside the permit space to determine if it is safe; and
6. Remains at the jobsite during any entry of a confined space.

**Attendant**

1. Understands the hazards and follow confined space procedures;
2. Is aware of behavioral effects of hazards in entrants;
3. Continuously maintains accurate count and identities of entrants;
4. Remains outside the permit space until relieved by another attendant;
5. Communicates with entrants to monitor status and alert entrants of the need to evacuate;
6. Monitors activities inside/outside the permit space to determine if it is safe;
7. Summons rescue or other emergency services;
8. Deals with unauthorized persons;
9. Performs non-entry rescues as specified; and
10. Performs no duties that might interfere with primary duty to monitor and protect entrants.

**Entrant**

1. Knows the hazards and follow confined space entry procedures;
2. Properly uses equipment;
3. Communicates with the attendant;
4. Alerts the attendant to problems; and
5. Exits the permit space when necessary.

**Confined Space Entry Assignment and Authorization (Continued)**

Designated by:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature of Individual assigned as Supervisor / Attendant / Entrant: (circle all that apply)

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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**Appendix F**

**List of District Employee  
Confined Space Training Record**

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**EMPLOYEE TRAINING RECORD**

Safety Meeting - Date: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Subject Matter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

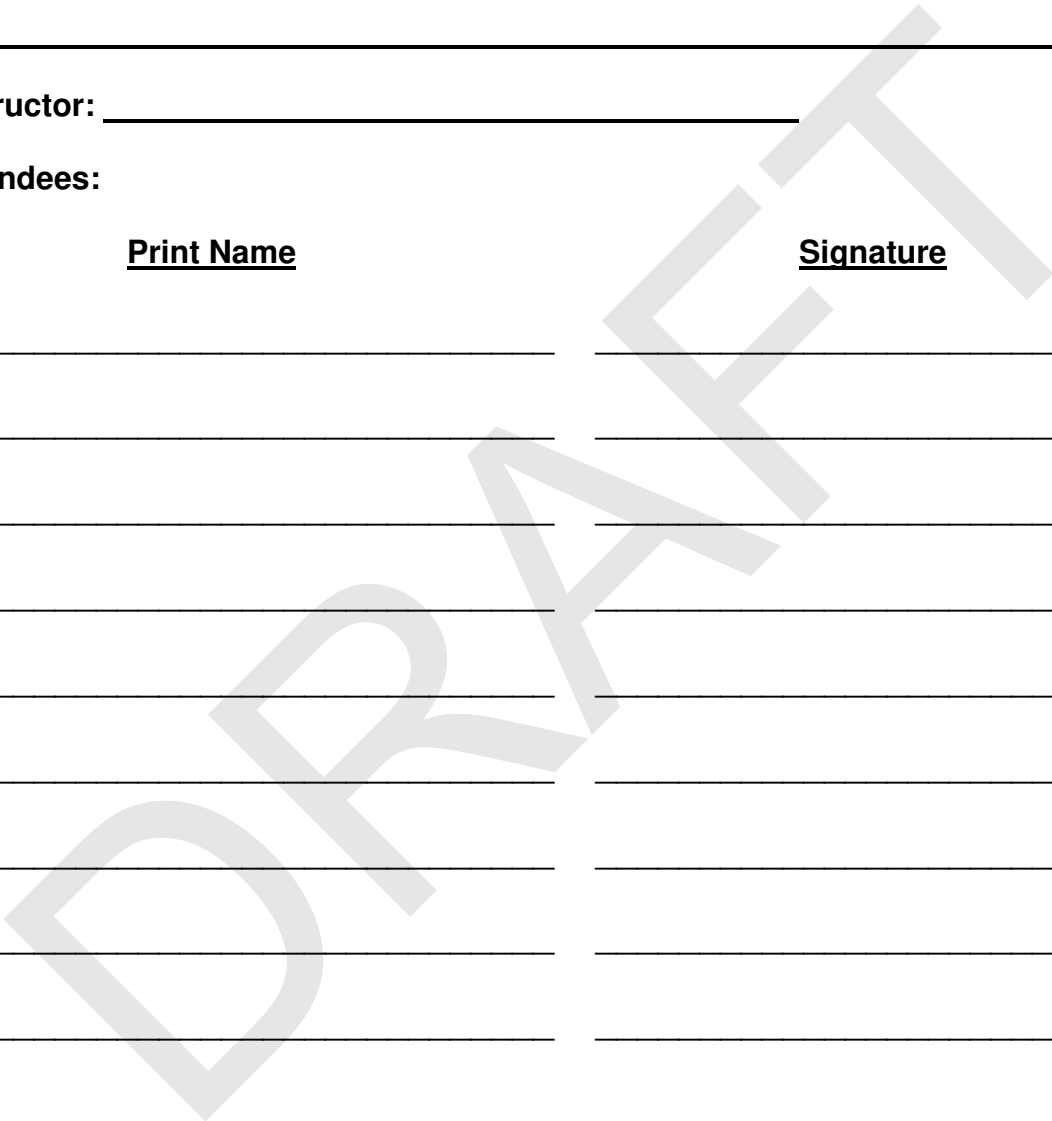
Instructor: \_\_\_\_\_

Attendees:

Print Name

Signature

<u>Print Name</u>	<u>Signature</u>
_____	_____
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_____	_____
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**EMPLOYEE TRAINING RECORD**

Safety Meeting - Date: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Subject Matter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

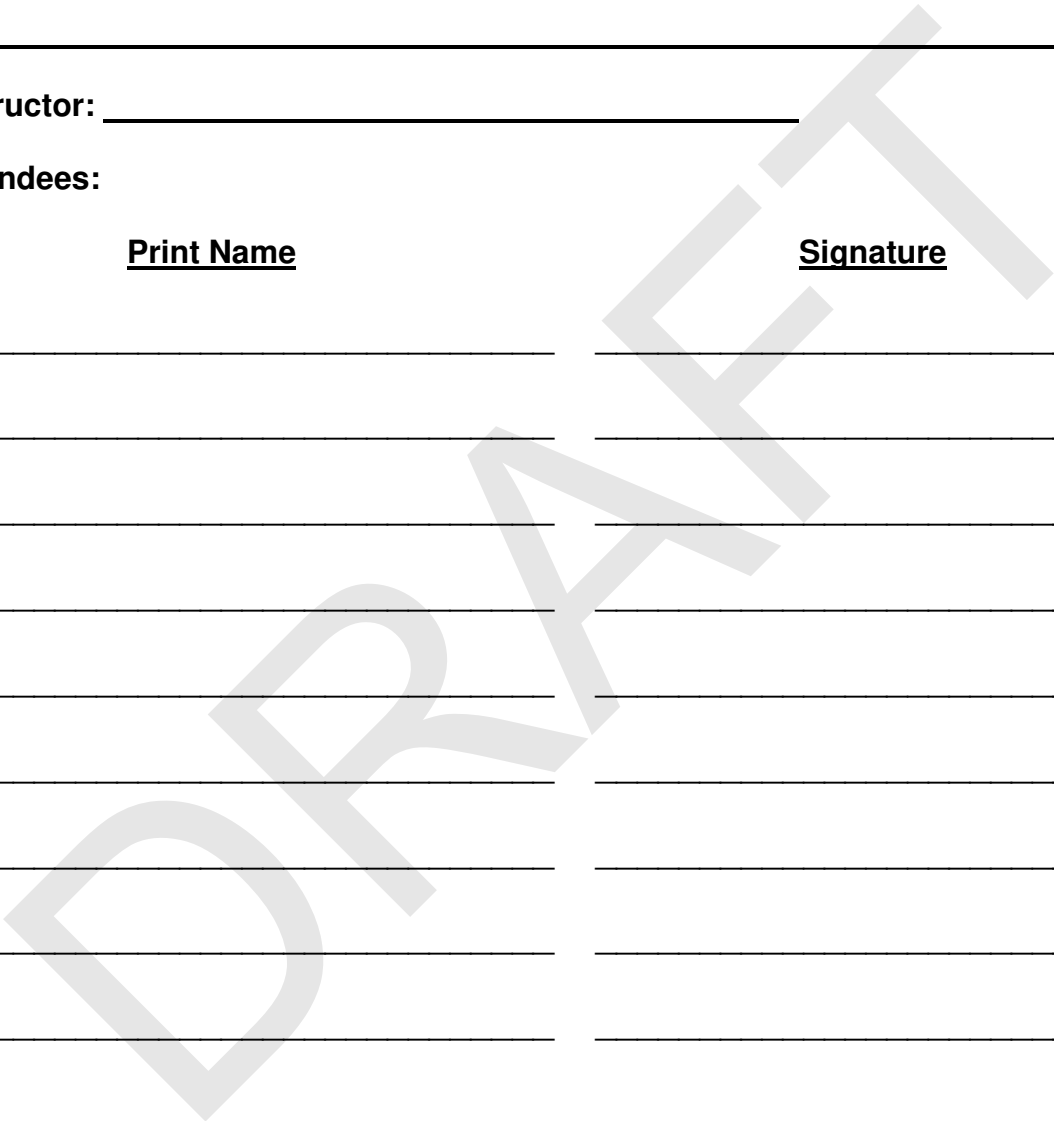
Instructor: \_\_\_\_\_

Attendees:

Print Name

Signature

<u>Print Name</u>	<u>Signature</u>





**ATTACHMENT B**  
**RESPIRATORY PROTECTION PROGRAM**

**CITRUS HEIGHTS WATER DISTRICT  
RESPIRATORY PROTECTION PROGRAM (RPP)**

Adopted 4/11/2017  
IIPP ATTACHMENT L



# CITRUS HEIGHTS WATER DISTRICT RESPIRATORY PROTECTION PROGRAM (RPP)

## 1.0 POLICY

It is the policy of Citrus Heights Water District to protect its employees from hazardous atmospheres through a comprehensive program of recognition; evaluation; engineering, administrative and work practice controls; and personal protective equipment, including respirators. To the greatest extent feasible, hazard elimination and engineering and work practice controls shall be employed to control employee exposure to within allowable exposure limits. However, where these measures are not feasible or fully effective or are under development, Citrus Heights Water District shall provide appropriate respirators to affected employees under this program. Citrus Heights Water District is committed to full compliance with applicable federal and state regulations pertaining to employee respiratory protection. This program is intended to conform to OSHA Respiratory Protection standard, 29 CFR 1910.134 and Cal/OSHA Title 8, Section 5144.

## 2.0 PURPOSE

The purpose of this program is to protect the health of Citrus Heights Water District employees who may be exposed to hazardous atmospheres in the conduct of their work and to provide appropriate protection from these hazards, without creating new hazards. This program sets forth the Citrus Heights Water District practices for respirator use, provides information and guidance on the proper selection, use, and care of respirators, and contains requirements for establishing and maintaining a respirator program.

## 3.0 SCOPE

This program applies to all Citrus Heights Water District employees who may need to wear a respirator to perform assigned duties. Examples of chemicals or operations that pose potential respiratory hazards and involve respirator use are:

Welding, Grinding, Cutting Asbestos Cement Pipe, Cutting Asphalt or Cement, Painting and more.

## 4.0 PLAN REVIEW

To ensure the written Respiratory Protection Plan remains a viable working document which reflects the current needs and status of the District, the Plan will be reviewed no less than annually by the Program Administrator.

## 5.0 DEFINITIONS

Air purifying respirator (APR) — a type of respirator that removes specific contaminants from air by use of filters, cartridges or canisters by passing ambient air through the air-purifying element. APRs do not supply oxygen.

Allowable limit — the maximum concentration of a substance in air that is permitted by regulation or voluntary standards to protect employee health. These concentrations may be expressed in terms of an 8-hour time-weighted average, a 15-minute short term average or as an instantaneous upper ceiling limit. An example is the OSHA permissible exposure limits (PEL).

Assigned Protection Factor (APF) — means the workplace level of respiratory protection that a respirator or class of respirators is expected to provide to employees when the employer implements a continuing, effective respiratory protection program.

Atmosphere-supplying respirator — a type of respirator that supplies the user with breathing air from a source independent of the ambient atmosphere, and includes supplied-air respirators (SARs) and self-contained breathing apparatus (SCBA) units.

Canister or cartridge — a container with a filter, sorbent or catalyst, or combination of these items, which removes specific contaminants from the air passed through the container.

Demand respirator — an atmosphere-supplying respirator that admits breathing air to the facepiece only when a negative pressure is created inside the facepiece by inhalation.

Dust mask — see Filtering facepiece.

Emergency situation — any occurrence such as, but not limited to, equipment failure, rupture of containers, or failure of control equipment that may or does result in an uncontrolled significant release of an airborne contaminant.

Employee exposure — exposure to a concentration of an airborne contaminant that would occur if the employee were not using respiratory protection.

End-of-service-life indicator (ESLI) — a system that warns the respirator user of the approach of the end of adequate respiratory protection, for example, that the sorbent is approaching saturation or is no longer effective.

Escape-only respirator — a respirator intended to be used only for emergency exit.

Filter or air purifying element — a component used in respirators to remove solid or liquid aerosols from the inspired air.

Filtering facepiece (Dust mask) — a negative pressure particulate respirator with a filter as an integral part of the facepiece or with the entire face piece composed of the filtering medium.

Fit factor — a quantitative estimate of the fit of a particular respirator to a specific individual, and typically estimates the ratio of the concentration of a substance in ambient air to its concentration inside the respirator, when worn.

Fit test — use of a protocol to qualitatively or quantitatively evaluate the fit of a respirator on an individual.

Hazardous atmospheres — an atmosphere that contains a contaminant(s) in excess of the allowable limit or contains less than 19.5 percent oxygen.

Hazard ratio — a number calculated by dividing the actual air contaminant concentration by the allowable limit.

Immediately dangerous to life and health (IDLH) — an atmosphere that poses an immediate threat to life would cause irreversible adverse health effect, or would impair an individual's ability to escape from a dangerous atmosphere.

Loose-fitting facepiece — a respiratory inlet covering that is designed to form a partial seal with the face.

Maximum Use Concentration (MUC) — means the maximum atmospheric concentration of a hazardous substance from which an employee can be expected to be protected when wearing a respirator, and is determined by the assigned protection factor of the respirator or class of respirators and the exposure limit of the hazardous substance.

National Institute for Occupational Safety and Health (NIOSH) — a Federal institute responsible for conducting research and making recommendations for the prevention of work-related illnesses and injuries. It tests and issues approvals for respirators.

Negative pressure respirator (tight fitting) — a respirator in which the air pressure inside the facepiece is negative during inhalation with respect to the ambient air pressure outside the respirator.

Occupational Safety and Health Administration (OSHA) — the Federal or state agency with authority to issue and enforce workplace health and safety regulations.

Oxygen deficient atmosphere — an atmosphere with an oxygen content below 19.5 percent by volume.

Physician or other licensed health care professional (PLHCP) — an individual whose legally permitted scope of practice (i.e., license, registration or certification) allows him or her to independently provide or be delegated the responsibility to provide some or all of the health care services required by this respirator program.

Positive pressure respirator — a respirator in which the pressure inside the respiratory inlet covering exceeds the ambient air pressure outside the respirator.

Powered air purifying respirator (PAPR) — an air-purifying respirator that uses a blower to force the ambient air through air-purifying elements to the inlet covering.

Pressure demand respirator — a positive pressure atmosphere-supplying respirator that admits breathing air to the facepiece when the positive pressure is reduced inside the facepiece by inhalation.

Protection factor — a ratio calculated by dividing the air contaminant concentration outside a respirator by the concentration inside the respirator. This is measured in a quantitative fit test.

Qualitative fit test (QLFT) — a pass/fail fit test to assess the adequacy of respirator fit that relies on the individual's response to the test agent.

Quantitative fit test (QNFT) — an assessment of the adequacy of respirator fit by numerically measuring the amount of leakage into the respirator.

Respiratory inlet covering — that portion of a respirator that forms the protective barrier between the user's respiratory tract and an air-purifying device or breathing air source or both. It may be a facepiece, helmet, hood, suit or a mouthpiece respirator with nose clamp.

Self contained breathing apparatus (SCBA) — an atmosphere-supplying respirator for which the breathing air source is designed to be carried by the user.

Service life — the period of time that a respirator, filter or sorbent, or other respiratory equipment provides adequate protection to the wearer.

Supplied-air respirator (SAR) or airline respirator — an atmosphere-supplying respirator for which the source of breathing air is not designed to be carried by the user.

Tight-fitting facepiece — a respiratory inlet covering that forms a seal with the face.

User seal check — an action conducted by the respirator user to determine if the respirator is properly seated to the face.

## 6.0 ROLES AND RESPONSIBILITIES

### 6.1 MANAGEMENT

It is management's responsibility to determine what specific applications require the use of respiratory protective equipment. Management must also provide proper respiratory protective equipment to meet the needs of each specific application. Employees must be provided with adequate training and instructions on all equipment. Management also:

- Supports the Respiratory Protection Program and assigns a Respirator Administrator with responsibility and resources to administer the program.

### 6.2 RESPIRATOR ADMINISTRATOR

- The District's Operation's Manager, serves as the RPP Program Administrator.
- Has overall responsibility for the Citrus Heights Water District Respiratory Protection Program, including monitoring respiratory hazards, maintaining records and conducting program evaluations.

- Has knowledge about respiratory protection and maintains an awareness of current regulatory requirements and good practices.
- Approves Respiratory Protection Programs for each operation that involves use of respirators.
- Approves training programs for employees.
- Approves fit test procedures for employees.
- Approves respirator makes and models for Citrus Heights Water District use.

### 6.3 PROGRAM COORDINATOR

The District's Safety Officer, serves as the RPP Program Coordinator and is responsible for the following:

- Performs employee exposure monitoring upon initial work in a potentially hazardous atmosphere and whenever work conditions change that may affect employee exposure.
- Performs employee exposure monitoring in accordance with Federal and State OSHA regulations.
- Uses generally accepted sampling techniques and analytical methods, including generally accepted quality assurance and control measures.
- Reports all findings to the supervisor within five days of receipt of analytical results from the laboratory, at a minimum.
- Upon request, performs surveys and makes recommendations for hazard control.

### 6.4 SUPERVISORS

- Initiate and approve a written Respiratory Protection Program for each operation that involves respirator use.
- Complete the initial and annual respirator refresher training of the type attended by employees under their supervision.
- Initiate safety briefings on respiratory protection issues at the start of each new project or task that involves respiratory hazards for affected employees under their supervision.
- Ensure that any use of respirators by employees under their supervision is in accordance with this program and a written Respiratory Protection Program and Worksite-Specific Respiratory Protection Plan that has been approved by the Supervisor and the Respirator Administrator, or designee.

- Record any complaints related to respirator usage, act promptly to investigate the complaints, correct any hazards, and get medical assistance, when indicated. Report first aid and medical treatment in accordance with Citrus Heights Water District procedures. Report every respirator related incident to the Respirator Administrator before the end of the work shift.
- Ensure that their employees have the requisite training, fit testing, and medical clearances before authorizing them to wear any respirators.
- Prohibit any employee with lapsed or incomplete respirator clearances to work in hazardous atmospheres. Enforce any restrictions imposed by the occupational physician on individual employees, including the need for corrective lenses.
- Physically check each respirator prior to its assignment to their employees to be sure that it is of the type specified in the written plan.
- Inform each affected employee of the results of exposure monitoring within one day of receiving such results and assure inclusion of all exposure reports in the Citrus Heights Water District recordkeeping system.
- Monitor employee compliance with the respirator program requirements and are responsible for implementing disciplinary procedures for employees who do not comply with respirator requirements.

## 6.5 EMPLOYEES

- Use respiratory protection in accordance with the instructions and training provided.
- Immediately report any defects in the respiratory protection equipment and whenever there is a respirator malfunction, immediately evacuate to a safe area and report the malfunction.
- Promptly report to the supervisor any symptoms of illness that may be related to respirator usage or exposure to hazardous atmospheres.
- Report any health concerns related to respirator use or changes in health status to the occupational physician.
- Wash their assigned reusable respirators at the end of each work shift when used and disinfect assigned respirators at least weekly.
- Store respirators in accordance with instructions received.
- Observe any restrictions placed on work activities by the occupational physician.
- Be clean shaven in all facial areas that seal to the respirator facepiece.
- Allow no headpieces, band-aids or other items beneath a respirator seal or headstrap assembly.



- Inspect the respirator immediately before each use, in accordance with training provided.
- Perform a user seal, negative and positive respirator fit check each time a respirator is donned in accordance with training provided.

## 7.0 PERMISSIBLE PRACTICE

Any respirator worn by a Citrus Heights Water District employee on the job shall be issued by Citrus Heights Water District under this program.

Respirators shall be issued by Citrus Heights Water District and worn by exposed employees whenever airborne contamination levels are not otherwise reduced to within the allowable limits.

Upon an employee's request, an appropriate respirator shall be issued for voluntary use when exposure to contaminant levels is at or above 50 percent of allowable limits, but within allowable limits, or when exposed to nuisance dusts, molds, pollen, etc. Reasonable efforts should be made to reduce such exposures.

Regardless of exposure level, employees who are exposed to any recognized carcinogen, mutagen or teratogen in the performance of their work assignments may request and receive an appropriate respirator for voluntary use and in addition, affected employees already assigned a respirator may request a respirator that provides a higher protection factor than the one provided by Citrus Heights Water District for that work.

The Citrus Heights Water District Emergency Response Plans required for chemical spills or releases, fire response, pathogen exposures, etc., shall include a Respiratory Protection Program and Worksite-Specific Respiratory Protection Plan whenever there is a reasonable potential for a respiratory hazard. If an emergency plan calls for complete employee evacuation and no Citrus Heights Water District employee is assigned response activities, a plan is not required as a component.

At no time, however briefly, shall a Citrus Heights Water District employee be exposed to contaminant levels that are more than three times the allowable 8-hour time-weighted average limits without respiratory protection.

No employee may work alone while wearing a respirator. Each respirator wearer shall have at least one employee assigned responsibility to perform periodic status checks throughout the duration of respirator use. When SCBAs are worn, at least one standby person, located outside of the hazardous atmosphere and equipped with an SCBA, shall be in constant attendance, ready to provide immediate assistance and to call for emergency help, if needed.

## 8.0 EVALUATION OF AIRBORNE CONTAMINANT CONTROLS

When hazardous atmospheres are recognized, elimination of the hazardous material or feasible engineering and work practice controls shall be instituted to reduce contaminant levels to within allowable limits. If such measures are not completely successful or if the condition is temporary, personal protective equipment, including respiratory protection, shall be selected and worn.

The Program Administrator shall reassess the workplace when controls are instituted to measure their effectiveness in reducing employee exposure to hazardous atmospheres.

## 9.0 MEDICAL APPROVAL FOR RESPIRATOR USE

Every employee who is being considered for inclusion in the Respiratory Protection Program must participate in a medical evaluation. A determination of the employee's ability to wear a respirator while working is made initially before fit testing. Future evaluations are made when there is a change in workplace conditions or information indicating a need for re-evaluation.

Each respirator wearer shall be approved for respirator use by the Citrus Heights Water District designated physician or other licensed health care professional (PLHCP). The occupational physician shall be provided a copy of the employee's duties, respirator types to be worn, and air contaminants, as well as any applicable OSHA standards governing the medical evaluation, such as the Respiratory Protection standard and applicable substance-specific standards.

The PLHCP's approval shall be a written certification that lists the respirator types approved for use by the individual (i.e., negative pressure air purifying, powered air purifying, pressure demand SCBA) and any restrictions on the employee's use of respiratory protection, including the need for corrective lenses. The PLHCP's certification shall not disclose any confidential medical information, but shall clearly list or describe any restrictions to be observed. A copy shall be provided to the Supervisor.

Medical evaluations shall be performed by a licensed physician selected by Citrus Heights Water District and the cost of the respirator medical evaluation shall be paid by Citrus Heights Water District, including reasonable time and travel expenses of the employee. Payment for special medical diagnostic procedures needed to assess the ability of an employee to safely wear a respirator shall be approved in advance by Citrus Heights Water District. No medical treatment costs shall be paid under this program.

Medical records created under this program shall be handled in accordance with OSHA requirements for confidentiality, employee access and retention.

## 10.0 SELECTION AND ISSUANCE OF RESPIRATORS

Selection of the appropriate respirator shall be documented in the written Respiratory Protection Program and Worksite-Specific Respiratory Protection Plan.

If the atmosphere is uncharacterized, it must be assumed to be IDLH and a positive pressure SCBA or combination supplied-air respirator with SCBA must be worn. Respirator selection shall comply with OSHA requirements for specific substances, such as asbestos, lead, etc. For non-IDLH respirator uses apply Assigned Protection Factors (APFs) and Maximum Use Concentrations (MUCs). Refer to: Assigned Protection Factors for the Revised Respiratory Protection Standard. See RESOURCES on Page 11 for instructions on how to apply.

All respirators used by Citrus Heights Water District employees shall be approved by NIOSH. No components shall be substituted, unless they are listed in the approval by NIOSH. Any change or modification to a respirator may void the respirator approval and may adversely affect its performance.

Any restrictions or limitations recommended for a particular respirator by the respirator manufacturer shall be observed.

The Program Administrator shall inspect each respirator or component prior to issuance and shall assure that the respirator assembly is complete, sanitary and in good working order upon issuance. Atmosphere-supplying respirators shall be returned *to the Program Administrator* at least monthly for periodic inspection and air purifying respirators shall be returned for periodic inspection at least semi-annually. A log shall be maintained of these periodic inspections.

The Supervisor is responsible to ensure that each respirator user under the Supervisor's supervision is currently approved for respirator use, including medical, fit testing and training certifications. Employees with expired certifications shall not be permitted to work in hazardous atmospheres or to voluntarily wear a respirator until their lapsed requirements are updated.

Each respirator must be inspected by its wearer immediately prior to each use, according to instructions provided in the respirator training. Any defects shall be reported to the Supervisor before entry into a hazardous atmosphere. A user seal check shall be performed by the wearer immediately prior to entering the hazardous atmosphere.

Employees who are issued a respirator are responsible for its maintenance, daily inspection and storage while the unit is in their control.

#### 11.0 FIT TESTING

Each respirator wearer shall be fit tested at least annually, using protocols approved by the Respirator Administrator. More frequent testing shall be performed if required by OSHA regulations for specific substances or if the wearer's facial contours change, such as by weight gain or loss, facial surgery, etc.

On the occasion of each fit test, employees may choose their respirator from an array of facepieces from different manufacturers and sizes approved by the Respirator Administrator.

Fit test certifications shall be prepared and signed by the person performing the fit test and must name the tested employee; the make, model and size of respirator fit tested; and the result of the fit test. A copy shall be provided to the Supervisor.

Citrus Heights Water District-required fit tests, including reasonable employee time and travel costs, shall be paid for by Citrus Heights Water District.

#### 12.0 TRAINING

Each respirator wearer, supervisor of a respirator wearer, respirator technician and Administrator must be trained. This training shall be updated at least annually.

Upon successful completion of respirator training, the instructor shall sign a certification that names the employee trained, the type(s) of respirator and the training date. A copy shall be provided to the supervisor. A record shall be maintained of the training topics covered.

Citrus Heights Water District-approved respirator training shall be paid for by Citrus Heights Water District, including the employee's reasonable time and travel to participate in such training.

### 13.0 RECORDKEEPING

The Program Administrator will ensure that the following records are retained as part of the District's RPP:

- Employee education and training documentation;
- Workplace air monitoring results;
- Inspections and maintenance of respirators, with a record of the most recent inspection maintained on the respirator or its storage container;
- Written information on medical evaluations and medical approvals; and
- Fit testing results which includes:
  - The name or identification of the employee tested;
  - Type of fit test performed;
  - Specific make, model, style and size of the respirator needed;
  - Date of test; and
  - The pass/fail results for the qlfts or the fit factor and strip chart recording or other recording of the test results for the QLFTS.

Preservation of records will be retained as outlined in the District's written Injury Illness Prevention Program (IIPP) recordkeeping requirements and cal/osha's access to employee exposure and medical records regulation (8 ccr 3204).

Written materials required to be retained under 8 ccr 5144 shall be made available upon request to affected employees and to the chief of the division of occupational safety and health, or designee for examination and copying .

### 14.0 RESOURCES

- Federal OSHA standards:
- The final Respiratory Protection standard (29 CFR 1910.134 and 29 CFR 1926.103) includes general industry and construction. Issued August 24, 2006 with final implementation on November 22, 2006.
- Assigned Protection Factors for the Revised Respiratory Protection Standard:  
<http://www.osha.gov/Publications/3352-APF-respirators.pdf>

- American National Standards Institute (ANSI), American Industrial Hygiene Association (AIHA) & American Society of Safety Engineers (ASSE)
- ANSI/AIHA/ASSE Z88.6-2006
- Respiratory Protection–Respirator Use-Physical Qualifications for Personnel
- ANSI/AIHA/ASSE Z88.7-2010
- Revises ANSI/AIHA Z88.7-2001
- Color Coding of Air-Purifying Respirator Canisters, Cartridges and Filters
- ANSI/AIHA/ASSE Z88.10-2010
- Revises ANSI/AIHA Z88.10-2001
- Respiratory Protection-Respirator Use-Physical Qualifications for Personnel
- Cal/OSHA standards: Title 8, CCR, sections 5144, 5155

## **RESPIRATORY EQUIPMENT INSPECTION CHECKLIST**

Disposable Respirators -- Check for:

- Holes in filter (obtain new respirator)
- Deterioration or loss of elasticity in straps (obtain new respirator)
- Deterioration of metal nose clip (obtain new respirator)

Air-Purifying Respirators (half mask, full face piece, hood or helmet) Rubber Face Piece -- Check for:

- Excessive dirt (clean all dirt from face piece)
- Cracks, tears, or holes (obtain new respirator)
- Full face respirators cracked, scratched, or loose fitting lenses (obtain new respirator)

Head Straps -- Check for:

- Breaks or tears (replace head straps)
- Loss of elasticity (replace head straps)
- Broken or malfunctioning buckles (obtain new straps & buckles or respirator)

Inhalation Valve and Exhalation Valve -- Check for:

- Detergent residue, dust particles, or dirt on valve or valve seat (clean with water or a weak solution of Clorox and water -- one cup of bleach per gallon of water).
- Cracks, tears, or lack of flexibility in the valve material (obtain new valve)
- Cracks and flexibility of valve seats (obtain new respirator)

Filter Element -- Check for:

- Proper filter for the hazard
- Worn threads; both in filter and face piece (replace filter or face, as applicable)
- Cracks or dents in filter housing A (replace filter)
- Cartridge gaskets in place (if applicable)

VOLUNTARY RESPIRATOR USE FORM

I, \_\_\_\_\_, am requesting to use

the following dust/ mist respirator (\_\_\_\_\_)

for the following tasks (\_\_\_\_\_).

I understand the hazard to myself is minimal, and I should be able to complete the task without a respirator, if necessary. I am not aware of any current health conditions or family history involving heart/ lung disease, or breathing disorders, that may be affected by the wearing of a disposal respirator. Should I develop any health conditions, I will immediately stop work, notify my immediate supervisor, and consult with a medical professional for further evaluation.

Appendix D to Section 5144 - Information for Employees Using Respirators When Not Required Under the Standard:

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designated to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

I have read Appendix D to Section 5144 (above). My supervisor or the Safety Director can answer questions on respirator use.

Respirator User: \_\_\_\_\_

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

Immediate Supervisor: \_\_\_\_\_

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

# Respirator Medical Evaluation Questionnaire

The following information must be provided by every employee who has been selected to use any type of respirator (please print).

Name: \_\_\_\_\_

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

Age (to nearest year): \_\_\_\_\_

Sex (check one)  Male  Female Date: \_\_\_\_\_

Height: \_\_\_ feet \_\_\_ inches Weight: \_\_\_ lbs.

**Check the type of respirator you will use** (you can check more than one category):

a.  N, R, or P disposable respirator (filter-mask, non-cartridge type only).

b.  Other type (for example, half- or full-facepiece type, powered-air purifying, supplied-air, self-contained breathing apparatus).

Phone number where you can be reached by the health care person who reviews this (include area code): \_\_\_\_\_

The best time to call you at this number: \_\_\_\_\_

Have you worn a respirator:  Yes  No

If "yes," what type(s): \_\_\_\_\_

Has your employer told you how to contact the health care person who will review this (check one):  
 Yes  No

## Part A — Section 2 (Mandatory)

Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator

(please check "yes" or "no").

1. Do you currently smoke tobacco, or have you smoked tobacco in the last month? .....  Yes  No
2. Have you ever had any of the following conditions?
  - a. Seizures (fits): .....  Yes  No
  - b. Diabetes (sugar disease): .....  Yes  No
  - c. Allergic reactions that interfere with breathing: .....  Yes  No
  - d. Claustrophobia (fear of closed-in places): .....  Yes  No
  - e. Trouble smelling odors: .....  Yes  No
3. Have you ever had any of the following pulmonary or lung problems?
  - a. Asbestosis: .....  Yes  No
  - b. Asthma: .....  Yes  No
  - c. Chronic bronchitis: .....  Yes  No
  - d. Emphysema: .....  Yes  No
  - e. Pneumonia: .....  Yes  No
  - f. Tuberculosis: .....  Yes  No
  - g. Slicosis: .....  Yes  No
  - h. Pneumothorax (collapsed lung): .....  Yes  No
  - i. Lung cancer: .....  Yes  No
  - j. Broken ribs: .....  Yes  No
  - k. Any chest injuries or surgeries: .....  Yes  No
  - l. Any other lung problem that you've been told about: .....  Yes  No



4. Do you currently have any of the following symptoms of pulmonary or lung illness?
- a. Shortness of breath: .....  Yes  No
  - b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline: ....  Yes  No
  - c. Shortness of breath when walking with other people at an ordinary pace on level ground: .....  Yes  No
  - d. Have to stop for breath when walking at your own pace on level ground:.....  Yes  No
  - e. Shortness of breath when washing or dressing yourself: .....  Yes  No
  - f. Shortness of breath that interferes with your job: .....  Yes  No
  - g. Coughing that produces phlegm (thick sputum): .....  Yes  No
  - h. Coughing that wakes you early in the morning:.....  Yes  No
  - i. Coughing that occurs mostly when you are lying down: .....  Yes  No
  - j. Coughing up blood in the last month: .....  Yes  No
  - k. Wheezing: .....  Yes  No
  - l. Wheezing that interferes with your job:.....  Yes  No
  - m. Chest pain when you breathe deeply:.....  Yes  No
  - n. Any other symptoms that you think may be related to lung problems: .....  Yes  No
5. Have you ever had any of the following cardiovascular or heart problems?
- a. Heart attack: .....  Yes  No
  - b. Stroke: .....  Yes  No
  - c. Angina: .....  Yes  No
  - d. Heart failure: .....  Yes  No
  - e. Swelling in your legs or feet (not caused by walking): .....  Yes  No
  - f. Heart arrhythmia (heart beating irregularly): .....  Yes  No
  - g. High blood pressure: .....  Yes  No
  - h. Any other heart problem that you've been told about: .....  Yes  No
6. Have you ever had any of the following cardiovascular or heart symptoms?
- a. Frequent pain or tightness in your chest: .....  Yes  No
  - b. Pain or tightness in your chest during physical activity: .....  Yes  No
  - c. Pain or tightness in your chest that interferes with your job: .....  Yes  No
  - d. In the past two years, have you noticed your heart skipping or missing a beat: .....  Yes  No
  - e. Heartburn or indigestion that is not related to eating:.....  Yes  No
  - f. Any other symptoms that you think may be related to heart or circulation problems: .....  Yes  No
7. Do you currently take medication for any of the following problems?
- a. Breathing or lung problems:.....  Yes  No
  - b. Heart trouble:.....  Yes  No
  - c. Blood pressure: .....  Yes  No
  - d. Seizures (fits): .....  Yes  No

8. If you've used a respirator, have you ever had any of the following problems?  
(If you've never used a respirator go to question 9)
- a. Eye irritation: .....  Yes  No
  - b. Skin allergies or rashes: .....  Yes  No
  - c. Anxiety: .....  Yes  No
  - d. General weakness or fatigue: .....  Yes  No
  - e. Other problem that interferes with your respirator use: .....  Yes  No
9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: .....  Yes  No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-facepiece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you ever lost vision in either eye (temporarily or permanently): .....  Yes  No
11. Do you currently have any of the following vision problems?
- a. Wear contact lenses: .....  Yes  No
  - b. Wear glasses: .....  Yes  No
  - c. Color blind: .....  Yes  No
  - d. Other eye or vision problem: .....  Yes  No
12. Have you ever had an injury to your ears, including a broken ear drum: .....  Yes  No
13. Do you currently have any of the following hearing problems?
- a. Difficulty hearing: .....  Yes  No
  - b. Wear a hearing aid: .....  Yes  No
  - c. Any other hearing or ear problem: .....  Yes  No
14. Have you ever had a back injury: .....  Yes  No
15. Do you currently have any of the following musculoskeletal problems?
- a. Weakness in any of your arms, hands, legs, or feet: .....  Yes  No
  - b. Back pain: .....  Yes  No
  - c. Difficulty fully moving your arms and legs: .....  Yes  No
  - d. Pain or stiffness when you lean forward or backward at the waist: .....  Yes  No
  - e. Difficulty fully moving your head up or down: .....  Yes  No
  - f. Difficulty fully moving your head side to side: .....  Yes  No
  - g. Difficulty bending at your knees: .....  Yes  No
  - h. Difficulty squatting to the ground: .....  Yes  No
  - i. Climbing a flight of stairs or a ladder carrying more than 25 lbs.: .....  Yes  No
  - j. Any other muscle or skeletal problem that interferes with using a respirator: .....  Yes  No

**Part B**

Any of the following questions, and other questions not listed, may be added to the questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen:..... Yes  No  
or other symptoms when you're working under these conditions: ..... Yes  No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g. gases, fumes, or dust), or have you come into skin contact with hazardous chemicals: ..... Yes  No

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3. Have you ever worked with any of the materials, or under any of the conditions, listed below:

- a. Asbestos: ..... Yes  No
- b. Silica (e.g. in sandblasting):..... Yes  No
- c. Tungsten/ cobalt (e.g. grinding or welding this material):..... Yes  No
- d. Beryllium: ..... Yes  No
- e. Aluminum: ..... Yes  No
- f. Coal (for example, mining):..... Yes  No
- g. Iron: ..... Yes  No
- h. Tin:..... Yes  No
- i. Dusty environments: ..... Yes  No
- j. Other hazardous exposures: ..... Yes  No

If "yes," describe these exposures:

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4. List any second jobs or side businesses you have:

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5. List your previous occupations:

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6. List your current and previous hobbies:

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7. Have you been in the military services?..... Yes  No  
If "yes," were you exposed to biological or chemical agents (either in training or combat): ..... Yes  No

8. Have you ever worked on a HAZMAT team? ..... Yes  No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications): .....  Yes  No  
 If "yes," name the medications if you know them:

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10. Will you be using any of the following items with your respirator(s)?

- a. HEPA Filters: .....  Yes  No
- b. Canisters (for example, gas masks): .....  Yes  No
- c. Cartridges: .....  Yes  No

11. How often are you expected to use the respirator(s)?

- a. Escape only (no rescue): .....  Yes  No
- b. Emergency rescue only: .....  Yes  No
- c. Less than 5 hours per week: .....  Yes  No
- d. Less than 2 hours per day: .....  Yes  No
- e. 2 to 4 hours per day: .....  Yes  No
- f. Over 4 hours per day: .....  Yes  No

12. During the period you are using the respirator(s), is your work effort:

- a. Light (less than 200 kcal per hour): .....  Yes  No  
 If "yes," how long does this period last during the average shift: \_\_\_\_\_ hrs. \_\_\_\_ mins.  
 Examples of a light work effort are sitting while writing, typing, drafting, or performing light assembly work; or standing while operating a drill press (1-3 lbs.) or controlling machines.
- b. Moderate (200 to 350 kcal per hour): .....  Yes  No  
 If "yes," how long does this period last during the average shift: \_\_\_\_\_ hrs. \_\_\_\_ mins.  
 Examples of moderate work effort are sitting while nailing or filing; driving a truck or bus in urban traffic; standing while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; walking on a level surface about 2 mph or down a 5-degree grade about 3 mph; or pushing a wheelbarrow with a heavy load (about 100 lbs.) on a level surface.
- c. Heavy (above 350 kcal per hour): .....  Yes  No  
 If "yes," how long does this period last during the average shift: \_\_\_\_\_ hrs. \_\_\_\_ mins.  
 Examples of heavy work are lifting a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; shoveling; standing while bricklaying or chipping castings; walking up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).

13. Will you be wearing protective clothing and/ or equipment (other than the respirator) when you're using your respirator: .....  Yes  No  
If "yes," describe this protective clothing and/ or equipment

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14. Will you be working under hot conditions (temperature exceeding 77°F): .....  Yes  No

15. Will you be working under humid conditions: .....  Yes  No

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16. Describe the work you'll be doing while you're using your respirator(s):

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17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases):

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18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

Name of the first toxic substance:

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Estimated maximum exposure level per shift:

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Duration of exposure per shift:

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Name of the second toxic substance:

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Estimated maximum exposure level per shift:

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Duration of exposure per shift:

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Name of the third toxic substance:

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Estimated maximum exposure level per shift:

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Duration of exposure per shift:

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The name of other toxic substances that you'll be exposed to while using your respirator:

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19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, security):

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PLHCP Follow-Up Medical Examination

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Employee Name: \_\_\_\_\_

\_\_\_\_\_

Job title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date of this follow-up:  
\_\_\_\_\_

Copy of recommendation given to employee?  
 Yes  No

Reasons for follow-up  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Recommendations about employee use of the respirator:  
Limitations- \_\_\_\_\_  
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Actions:  
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Need for follow-up medical evaluations-  
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Date signed: \_\_\_\_\_  
Date given: \_\_\_\_\_

**ATTACHMENT C**  
**INJURY / ILLNESS PREVENTION PROGRAM**  
**(IIPP)**



**CITRUS HEIGHTS WATER DISTRICT  
INJURY / ILLNESS PREVENTION PROGRAM  
(IIPP)**

Adopted May 8, 2007  
by  
CHWD Board of Directors Resolution 08-2007

Revised December 8, 2015



**CITRUS  
HEIGHTS**  

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**WATER  
DISTRICT**  

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CITRUS HEIGHTS WATER DISTRICT  
RESOLUTION NO. 08-2007

RESOLUTION OF THE BOARD OF DIRECTORS  
OF CITRUS HEIGHTS WATER DISTRICT  
ADOPTING THE INJURY / ILLNESS PREVENTION PROGRAM

WHEREAS, it is the policy of the Board of Directors to promote and provide safe and healthful working conditions for District employees, customers and the public; and

WHEREAS, the District has developed an Injury / Illness Prevention Program to provide procedures and controls that will serve to support workplace safety and to reduce or eliminate industrial accidents; and

WHEREAS, the formal adoption of the Injury / Illness Prevention Program is in accordance with District Policy No. 4702, Injury and Illness Prevention.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT hereby adopts the Injury / Illness Prevention Program.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 8<sup>th</sup> day of May, 2007 by the following vote, to-wit:

AYES:	Directors:	Dains, Dion, Rose
NOES:	Directors:	None
ABSTAIN:	Directors:	None
ABSENT:	Directors:	None

SEAL



A handwritten signature in black ink, appearing to read "Charles T. Rose", written over a horizontal line.

CHARLES T. ROSE, President  
Board of Directors  
Citrus Heights Water District

ATTEST:

A handwritten signature in black ink, appearing to read "Robert A. Churchill", written over a horizontal line.

ROBERT A. CHURCHILL, Secretary



**CITRUS  
HEIGHTS  
WATER  
DISTRICT**

6230 Sylvan Road  
P.O. Box 286  
Citrus Heights  
California  
95611-0286

phone  
916/ 725-6873  
fax  
916/ 725-0348  
website  
[www.chwd.org](http://www.chwd.org)

## CITRUS HEIGHTS WATER DISTRICT INJURY/ILLNESS PREVENTION PROGRAM (IIPP)

### General Statement of Injury/Illness Prevention Program

To our employees:

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of freedom from injury/illnesses and to insure that every employee is provided safe and healthful working conditions, free from potential hazards.

Injuries/illnesses are always costly to the individual employee, often significantly changing their future, and frequently destroying the security of their family. They are also costly to the District, both directly and indirectly – with indirect costs often being much higher than the direct costs. It is the firm and continuing policy of the Board of Directors that industrial accidents shall be eliminated or significantly reduced with the use of reasonable administrative procedures, engineering controls and by the aggressive promotion of safe work practices within the District.

Every employee plays an important part in preventing injuries/illnesses and is expected to cooperate fully with the measures taken for safety. Every employee has a responsibility to themselves for their safety, but likewise has a responsibility to their family, to their fellow employees, to their community, and to the District.

In the performance of their duties, therefore, each employee shall be expected to observe safety practices, rules, and operating procedures, as well as instructions relating to the efficient performance of work within the District. The ideal in safe and efficient District operations is reached only when all employees are properly trained, encouraged to be keenly alert and are always safety conscious.

We have instituted an Injury/Illness Prevention Program which, with your help, will succeed in providing a safe, healthful, and pleasant working environment. Everyone stands to benefit, everyone stands to gain. The cooperation of all employees in the District is expected. The results will be worth the effort.

Original Signed by:

Charles T. Rose  
President, Board of Directors

Robert A. Churchill  
General Manager

Board of Directors  
Allen B. Dains  
Joseph M. Dion  
Charles T. Rose

General Manager/  
Secretary  
Robert A. Churchill

Assistant General  
Manager/Treasurer  
David B. Kane

Assessor/Collector  
Nancy E. Alaniz

CITRUS HEIGHTS WATER DISTRICT  
INJURY / ILLNESS PREVENTION PROGRAM (IIPP)

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AMENDMENTS

Asbestos Cement Pipe Safety Plan	01/08/2010
Heat Illness Prevention Procedures	06/23/2010
Emergency Action Plan	12/08/2015
Personal Protective Equipment Policies	12/08/2015
Hazard Communication Program	12/08/2015
Hearing Conservation Plan	12/08/2015

SAFETY-RELATED POLICIES

Injury and Illness Prevention	Policy 4702
Injury and Illness Reporting	Policy 4703
Confined Space Entry Program	Policy 5130

## **CITRUS HEIGHTS WATER DISTRICT INJURY/ILLNESS PREVENTION PROGRAM (IIPP)**

### **PURPOSE**

The Injury/Illness Prevention Program (IIPP) is Citrus Heights Water District's overall safety program. The purpose of the IIPP is to create an organized approach to employee accident prevention. The purpose of this section is to provide Citrus Heights Water District with a program that meets the requirements of Title 8 California Code of Regulations, Section 3203.

### **SCOPE**

Each member of the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) is expected to administer an effective IIPP. Therefore, Citrus Heights Water District will implement a program based on the model IIPP program provided by ACWA/JPIA.

### **RESPONSIBILITIES**

#### **Management:**

1. Implement an effectively written IIPP
2. Provide the necessary leadership and resources to administer an effective program
3. Ensure regular/temporary employees are provided with the necessary training appropriate to their job and associated hazards

#### **Supervisors:**

1. Know the IIPP and provide the necessary leadership to insure its success
2. Provide regular/temporary employees with training necessary to accomplish their duties safely in accordance with the plan
3. Practice safe work habits daily to encourage regular/temporary employees to adopt them. Be a good example

#### **Regular/Temporary Employees:**

1. Know the IIPP and give it your total support
2. Learn the risks and hazards of your job, and practice safe behavior
3. Help fellow regular/temporary employees to prevent injuries/illnesses
4. Assist fellow regular/temporary employees by making them aware of available/beneficial training and sharing the knowledge you have gained through training

## **PROGRAM ELEMENTS**

### **Responsibility**

The General Manager is responsible for the District's Injury/Illness Prevention Program (IIPP).

The Safety Officer has the authority and responsibility for implementing the provisions of this program for the District.

All managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering employee questions about the IIPP.

Each employee will be given an initial copy of the IIPP and copies of revisions as changes to the Plan are made.

Each new employee will be given a copy of the current IIPP and will receive an initial briefing on its contents by their supervisor.

### **Compliance**

The Safety Officer is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all regular/temporary employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

All regular/temporary employees are responsible for using safe work practices; for following all policies, procedures and directives; and for assisting in maintaining a safe work environment.

Citrus Heights Water District's plan for ensuring that all regular/temporary employees comply with the rules and maintain a safe work environment include:

1. Informing regular/temporary employees of the provisions of the District's IIPP
2. Evaluating the safety performance of all regular/temporary employees
3. Recognizing regular/temporary employees who perform safe and healthful work practices
4. Providing additional training to regular/temporary employees whose safety performance is not to the standards of the plan
5. Taking action to correct regular/temporary employees who, for whatever reason, have failed to observe or comply with safe and healthful work practices



## Communication

The District recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury and illness-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following items:

- New worker orientation including a discussion of safety and health policies and procedures
- Annual briefing of the provisions of the plan and updates implemented since the last briefing
- Workplace safety training programs
- Regularly scheduled safety meetings
- Effective communication of safety and health concerns between regular/temporary employees and supervisors, including translation where appropriate
- Posted or distributed safety information
- Appointing a representative from each department in the District to the Citrus Heights Water District Safety Committee to provide regular/temporary employees a means to report workplace hazards or submit suggestions for improvements in the workplace
- Citrus Heights Water District has established a Safety Committee which is charged with the following responsibilities:

The Committee generally meets monthly, prepares written records of the safety committee meetings, reviews results of the periodic scheduled inspections, reviews investigations of accidents and exposures and makes suggestions to management for the prevention of future incidents, investigates alleged hazardous conditions, and evaluates employee safety suggestions and makes recommendations to the General Manager for action by the Board of Directors.

## **Hazard Assessment**

Periodic inspections to identify and evaluate workplace hazards shall be performed by the Safety Committee. Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the attached Hazard Assessment Checklist and any other effective methods to identify and evaluate workplace hazards.

Periodic inspections are performed according to the following schedule:

1. When the IIPP is initially established
2. As a minimum, once per year
3. When new substances, processes, procedures or equipment which present potential new hazards are introduced into the workplace
4. When new or previously unidentified hazards are recognized
5. When regular/temporary employees are hired and/or reassigned to processes, operations, or tasks for which a hazard evaluation has not been previously conducted
6. Whenever workplace conditions warrant an inspection

## **Accident/Injury/Exposure Investigations**

Accident/Injury/Exposure Investigations will be conducted by the Manager/Supervisor responsible for the individual or work area involved in the accident, injury or exposure.

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Visiting the accident/injury incident scene as soon as possible
2. Interviewing injured regular/temporary employees and witnesses
3. Examining the workplace for factors associated with an accident/injury/exposure
4. Determining the cause of the accident/injury/exposure
5. Taking corrective action to prevent the accident/injury/exposure from recurring
6. Recording the findings and corrective actions taken
7. Submitting completed reports to the Safety Committee for review and recommendations if the Committee deems it appropriate

## **Hazard Correction**

Unsafe or unhealthy work conditions, practices or procedures shall be corrected as soon as practical based on the severity of the hazards and/or whether or not the hazard can be made “safe” while awaiting material or parts to correct the hazard. Hazards shall be corrected in accordance with the following:

1. When observed or discovered
2. When an imminent hazard exists which cannot immediately be abated without endangering employee(s) and/or property, all exposed regular/temporary employees shall be removed from the area except those necessary to correct the existing condition. Regular/temporary employees necessary to correct the hazardous condition shall be provided with the necessary Personal Protective Equipment (PPE)
3. All such actions taken and dates they are completed shall be documented on the appropriate forms and submitted to the Safety Committee for review

## **Training and Instruction**

All regular/temporary employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:

1. When the IIPP is initially established
2. To all new regular/temporary employees
3. To all regular/temporary employees given new job assignments for which training has not been previously provided
4. Whenever new substances, processes, procedures or equipment which are introduced to the workplace and present a potential new hazard
5. When new or previously unidentified hazards are recognized
6. To supervisors to familiarize them with the safety and health hazards to which regular/temporary employees under their immediate direction and control may be exposed
7. To all regular/temporary employees with respect to hazards specific to each employee’s job assignment.

Additional training/instruction conducted by Citrus Heights Water District for its regular/temporary employees includes but is not limited to the following:

1. The District's emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, unsafe work practices, and job-related injuries
2. The use of appropriate clothing including gloves, footwear, and Personal Protective Equipment (PPE)
3. Information about chemical hazards to which workers could be exposed and other hazard communication program information
4. Availability of toilet, hand-washing and drinking water facilities
5. Provisions for medical services and first aid including emergency procedures

In addition, the District will provide specific instructions to all employees regarding hazards unique to their job assignment, to the extent that such information is not already covered in other training.

### **Recordkeeping**

The District will take the following measures to implement and maintain its IIPP:

1. Records of hazard assessment inspections are documented on a Hazard Assessment and Correction Record (see Attachment E), including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified, and the action taken to correct the identified unsafe conditions and work practices. These forms are maintained by the Safety Officer electronically on the District's Local Area Network.
2. Training is documented on the Citrus Heights Water District Attendance Records (see Attachments H and I). Documentation of safety and health training for each employee shall include their name or other identifier, training dates, type(s) of training, and training providers. Records relating to employee training provided by a construction industry occupational safety and health training program approved by Cal/OSHA or other industry professionals may be included in this IIPP.

Employees receiving training shall sign the Attendance Record and include reference to the training session on their weekly time sheet.

## List of Training Subjects That May Apply

- The District's Code of Safe Practices
- Confined spaces (*see District Policy No. 5130*)
- Good housekeeping
- Fire Prevention
- Safe practices for operating construction equipment
- Safe procedures for cleaning, repairing, servicing and adjusting equipment and machinery
- Safe access to working areas
- Protection from falls
- Electrical hazard, including working around high voltage lines
- Crane operation
- Trenching and excavation work
- Proper use of powered tools
- Proper use of hand tools
- Guarding of any equipment that may contain nip points
- Machine, machine parts, and prime movers guarding
- Lock-out/tag-out procedures
- Materials handling
- Use of elevated platforms, including scissor lifts
- Forklift Operation
- Driver safety/Defensive driving
- Slips, falls, and back injuries
- Ergonomic hazards, including proper lifting techniques and working on ladders or in a stooped posture for prolonged periods at one time
- Personal protective equipment (PPE)
- Hazardous chemical exposures

- Hazard communication
- Physical hazards, such as heat/cold stress, noise, and ionizing and non-ionizing radiation
- Blood-borne pathogens and other biological hazards.
- Training requirements in Title 8, California Code of Regulations (see Attachment J)



**CITRUS  
HEIGHTS  
WATER  
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# CITRUS HEIGHTS WATER DISTRICT

## Accident Prevention Checklist

*i:/users/admin/Safety/Forms/IIPP Attachment A-Accident Prevention Checklist.doc*  
IIPP ATTACHMENT A

**Inspection Date:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Building:** \_\_\_\_\_

**Location:** \_\_\_\_\_

### MACHINE AND EQUIPMENT SAFETY

- \_\_\_ Machine guards in place
- \_\_\_ Lock and stop devices operative
- \_\_\_ Lifting slings & chains proof-loaded
- \_\_\_ Safety hooks in good order
- \_\_\_ Load lifting equipment used properly
- \_\_\_ Eye protection signs posted
- \_\_\_ Ladders in good order
- \_\_\_ Railings and work platforms 30" or more above floor
- \_\_\_ Hand rails on stairs with 4 or more steps
- \_\_\_ Work stands in good order
- \_\_\_ Dollies in good repair
- \_\_\_ Electric cords in good repair
- \_\_\_ Electrical equipment grounded
- \_\_\_ High pressure gas cylinders capped and chained
- \_\_\_ Grinder tool rest adjusted within 1/8" of wheel
- \_\_\_ Grinding wheel used at correct speed
- \_\_\_ Grinding wheel enclosure guard in place

### HAND TOOLS

- \_\_\_ Tools properly stored
- \_\_\_ No mushroomed heads on tools
- \_\_\_ No files without handles
- \_\_\_ No broken handles
- \_\_\_ Tools used properly

### MISCELLANEOUS

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### WORK HABITS

- \_\_\_ Air hoses over 10 psi not used for cleaning clothes
- \_\_\_ All industrial injuries treated at Occupational Health/Emergency Room
- \_\_\_ Only authorized persons use or repair equipment
- \_\_\_ Respirators used properly
- \_\_\_ Sharp projections padded
- \_\_\_ Air pressure over 30 psi not used for cleaning work areas

### HOUSEKEEPING & STORAGE

- \_\_\_ Material stored properly
- \_\_\_ No racks overloaded
- \_\_\_ Flammable liquids stored in proper, labeled containers and in cabinets
- \_\_\_ Paint pots and flammable liquid storage containers grounded
- \_\_\_ Floor free and clear of hazards
- \_\_\_ Exit-ways free and clear
- \_\_\_ Stairways in good repair with non-skid surface
- \_\_\_ Aisles free and clear
- \_\_\_ Excess air hose removed from floor
- \_\_\_ Cigarette butts in containers
- \_\_\_ Exits marked
- \_\_\_ Cords are not a tripping hazard
- \_\_\_ Floor free from foreign objects or fluids on floor

### PROTECTIVE & PERSONAL APPAREL

- \_\_\_ Eye protection worn as required
- \_\_\_ Face shields worn when required
- \_\_\_ Welding hoods used when required
- \_\_\_ Long sleeves buttoned
- \_\_\_ No jewelry
- \_\_\_ Appropriate footwear worn
- \_\_\_ Welders equipped with proper lenses
- \_\_\_ Protective clothing used when needed
- \_\_\_ Welding shields used when needed
- \_\_\_ Respirators used

### CHEMICAL SAFETY

- \_\_\_ Excessive storage
- \_\_\_ Incompatible chemicals
- \_\_\_ Incompatible chemical list posted
- \_\_\_ Excessive acid storage
- \_\_\_ Eye wash available
- \_\_\_ Chemical waste in trash
- \_\_\_ Improper labeling of bottles
- \_\_\_ MSDS available
- \_\_\_ Unsafe procedures noted: \_\_\_\_\_

### FIRE SAFETY

- \_\_\_ Excessive flammable storage >10 gallon
- \_\_\_ Flammable storage cabinet required
- \_\_\_ Flammables in unapproved refrigerator
- \_\_\_ Fire extinguishers required & accessible
- \_\_\_ Exits/corridors blocked (36" aisle)
- \_\_\_ NFPA diamond required on floor
- \_\_\_ Electrical panels blocked
- \_\_\_ Fire extinguisher visually inspected

### Comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
(Investigator's Signature)



**CITRUS  
HEIGHTS  
WATER  
DISTRICT**

# CITRUS HEIGHTS WATER DISTRICT Safety Committee Walk-Through Inspection Checklist

*i:/users/admin/forms/Safety/IIPP Attachment B-Safety Committee Walk-Through Inspection Checklist.xls*  
IIPP ATTACHMENT B

Department/Location: \_\_\_\_\_ Date Inspected: \_\_\_\_\_

Inspected By: \_\_\_\_\_

### Hazardous Conditions Observed:

#### Power Tools:

(Not applicable to location)

	Yes	No
Guards in Place	<input type="checkbox"/>	<input type="checkbox"/>
Properly Stored	<input type="checkbox"/>	<input type="checkbox"/>
Safety Signs/Labels	<input type="checkbox"/>	<input type="checkbox"/>
Properly Secured	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

#### Hand Tools:

(Not applicable to location)

Chips/Defects	<input type="checkbox"/>	<input type="checkbox"/>
Split Handles	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

#### Electrical Safety

(Not applicable to location)

Adaptors (3 prong/required?)	<input type="checkbox"/>	<input type="checkbox"/>
Battery Charger Hazards	<input type="checkbox"/>	<input type="checkbox"/>
Extension Cords (3 prong)	<input type="checkbox"/>	<input type="checkbox"/>
Worn/Damaged Wire or Plugs	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

#### Welding Area

(Not applicable to location)

Apron	<input type="checkbox"/>	<input type="checkbox"/>
Cylinders Secure	<input type="checkbox"/>	<input type="checkbox"/>
Fire Extinguisher Available	<input type="checkbox"/>	<input type="checkbox"/>
Gloves - on hand	<input type="checkbox"/>	<input type="checkbox"/>
Goggles - on hand	<input type="checkbox"/>	<input type="checkbox"/>
Helmet - on hand	<input type="checkbox"/>	<input type="checkbox"/>
Hoses/Connectors	<input type="checkbox"/>	<input type="checkbox"/>
Regulators/Gauges	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

#### Emergency Stations Accessible

(Not applicable to location)

	Yes	No
First Aid	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Shower/Eyewash	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

#### Housekeeping

Exits Clear	<input type="checkbox"/>	<input type="checkbox"/>
Aisleways Clear	<input type="checkbox"/>	<input type="checkbox"/>
Materials Stored properly/safely	<input type="checkbox"/>	<input type="checkbox"/>
Cylinders Secure	<input type="checkbox"/>	<input type="checkbox"/>
Ladders	<input type="checkbox"/>	<input type="checkbox"/>
Area Lighting	<input type="checkbox"/>	<input type="checkbox"/>
Waste Receptacles	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

#### Chemical Storage Area

(Not applicable to location)

Flammable Liquid Safety Cans	<input type="checkbox"/>	<input type="checkbox"/>
Flammable Liquid Storage Area	<input type="checkbox"/>	<input type="checkbox"/>
Containers Identified	<input type="checkbox"/>	<input type="checkbox"/>
Incompatibles Separated	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

Notes:

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**CITRUS  
HEIGHTS  
WATER  
DISTRICT**

# CITRUS HEIGHTS WATER DISTRICT

## Safety Officer Inspection Checklist

*i:/users/admin/Forms/Safety/IIPP Attachment C-Safety Officer Inspection Checklist.doc*

IIPP ATTACHMENT C

**ACTIVITY**

**YES**      **NO**

**Employee Safety Orientation:**

- Proper completion of all areas
- Signed by supervisor

<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**Department Safety Meetings:**

- Weekly/monthly
- Appropriate discussions (relevant to hazards)

<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**Safety Committee:**

- Minutes being kept
- Department walk-through inspections
- Follow up on previous deficiencies
- Completion dates met

<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**Management Responsibilities:**

- Attendance at safety meetings  
(at least one per month)
- Participates in committee inspection tour  
quarterly

<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**Equipment Safety Maintenance Files:**

- Equipment safety log up-to-date (vehicle, etc.)
- Spot check of selected items to ensure integrity

<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**Supervisors Investigation Report:**

- All departments using
- Supervisors properly filling out form
- Results being properly utilized

<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**Work Order Program Being Utilized:**

- One to Safety Officer after repair completed
- One to Safety Committee

<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**Facility Inspection Report Used on Scheduled Basis:**

<input type="checkbox"/>	<input type="checkbox"/>	
--------------------------	--------------------------	--

**Comments:** \_\_\_\_\_

**Inspected By:** \_\_\_\_\_ **Date Inspected:** \_\_\_\_\_



# CITRUS HEIGHTS WATER DISTRICT

## Fire Extinguisher Monthly Inspection Checklist

### IIPP ATTACHMENT D

Fire extinguishers require inspection on a monthly basis according to OSHA and state safety regulations. The following is a list of items to check when performing a monthly inspection.

The Operations Department will schedule an outside resource to service all fire extinguishers in the first quarter of each year. Fire extinguishers in vehicles shall be inspected weekly and documented on the Vehicle Inspection Report. Those listed below will be inspected monthly.

- Extinguisher should be in designated location (mounted on bracket)
- Access is maintained (keep all items away from extinguisher)
- Pin is in place and tab is not broken
- The charge indicator (if present), should be in full range (green area)
- No indication of physical damage
- Labels should be readable
- Inspection is documented-initial the tag on the extinguisher (monthly/yearly)

### Fire Extinguisher List

	Building	Location	Date Inspected	By:
1	Administration Office - BC	Computer Server/Copy Room		
2	Administration Office - ABC	Near Restrooms		
3	Administration Office - ABC	Near AGM Office		
4	Administration Office - ABC	North Electrical Room		
5	Operations Office - ABC	Doorway, North		
6	Operations Office - ABC	Meter Room		
7	Operations Office - ABC	Exit Door, South		
8	Shop - ABC	North End <i>(Near Storage Records)</i>		
9	Shop - ABC	Center Bay Shop Door		
10	Shop - ABC	Welding Room-So Bay Door		



**CITRUS HEIGHTS WATER DISTRICT**  
**Safety Issue - Hazard Assessment and Correction Record**

IIPP ATTACHMENT E

Hazardous Conditions Observed

Unsafe Acts Observed or Noted

**Submitted by:** \_\_\_\_\_ **Date/Time:** \_\_\_\_\_

**Describe Problem: (include location, if applicable)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date Given to Safety Committee:** \_\_\_\_\_ **Date Inspected:** \_\_\_\_\_

**Suggested Resolution:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Submitted to:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_ **Proposed Resolution date:** \_\_\_\_\_

**Please Note Your Proposed Action:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please submit form to Safety Officer**

*For Safety Committee Use:*

Date Form returned: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

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

Approved by: \_\_\_\_\_

cc: (if needed) \_\_\_\_\_



# CITRUS HEIGHTS WATER DISTRICT

## Accident/Injury/Incident Report

*i:/users/admin/forms/Safety/IPP Attachment F-Accident-Injury-Incident Report.xls*

IIPP ATTACHMENT F

**Regular/Temporary Employee Injured:** \_\_\_\_\_

**Name(s) of other employee(s) at the scene:** \_\_\_\_\_

**Date of Injury:** \_\_\_\_\_ **Time of Injury:** \_\_\_\_\_

**Address and Description where accident/incident occurred:**

**What was employee doing:** \_\_\_\_\_

**What was injured:** *(be specific, hand - right/left)* \_\_\_\_\_

**How was injured part affected:** \_\_\_\_\_

**First Aid/Medical Attention given:** \_\_\_\_\_

I have declined medical attention at this time. I understand I have up to one year to file a Worker's Compensation Claim.

I agree with the above stated facts.

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

***Please Return Original Form to Administration Department***

Filed Electronically  (*i:/users/Safety Committee/B-Reports-Accident-Incident Reports.pdf*)

Emailed to the following employees: General Manager  Safety Officer  HR  Employee File

Assistant General Manager  Operations Manager  Project Manager

Date Emailed form: \_\_\_\_\_

Regular/Temporary Employees - Supervisor (name) \_\_\_\_\_



**CITRUS  
HEIGHTS  
WATER  
DISTRICT**

# CITRUS HEIGHTS WATER DISTRICT Accident/Injury/Incident Investigation Report

*i/users/Admin/Forms/Safety/IIPP Attachment G-Accident Injury-Incident-Investigation Report.xls*  
IIPP ATTACHMENT G - revised 7/13/07

Name of Employee Injured \_\_\_\_\_ Date/Time of Accident: \_\_\_\_\_

Location: *(be specific)* \_\_\_\_\_

Accident Description: \_\_\_\_\_

Regular/Temporary Employee(s) Involved: \_\_\_\_\_

Corrective Action Taken: *(to be completed by Supervisor)* \_\_\_\_\_

Manager Responsible: \_\_\_\_\_ Date Investigation Completed: \_\_\_\_\_

Preventative Action Recommendations: *(to be completed by Safety Committee)* \_\_\_\_\_

Safety Committee Member: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Filed Electronically	<input type="checkbox"/>	<i>(i/users/Safety Committee/Reports-Accident Injury-Incident-Investigation Report -employee name .xls)</i>						
Emailed to the following appropriate employees:	General Manager	<input type="checkbox"/>	Safety Officer	<input type="checkbox"/>	HR	<input type="checkbox"/>	Employee File	<input type="checkbox"/>
	Assistant General Manager	<input type="checkbox"/>	Operations Manager	<input type="checkbox"/>			Project Manager	<input type="checkbox"/>
Date Emailed	_____							
Regular/Temporary Employees - Supervisor (name)	_____						Fax to ACWA/JPIA	<input type="checkbox"/>



**CITRUS  
HEIGHTS  
WATER  
DISTRICT**

# Citrus Heights Water District Training Session - Attendance Record

*i/users/admin/Forms/Safety/IIPP Attachment I-Training Session-Attendance Record.xls*

IIPP ATTACHMENT H

Date: \_\_\_\_\_ Time \_\_\_\_\_ Length of Session: \_\_\_\_\_

Subject: \_\_\_\_\_

Instructor: \_\_\_\_\_ # of Attendees: \_\_\_\_\_

**Attendee:** *(sign on line above your name)*

\_\_\_\_\_  
Buford, James

\_\_\_\_\_  
Powell, Zachary

\_\_\_\_\_  
Cutler, Timothy

\_\_\_\_\_  
Ridner, Ryon

\_\_\_\_\_  
Dietrich, Paul

\_\_\_\_\_  
Spiers, Nicholas

\_\_\_\_\_  
Drake, Kelly

\_\_\_\_\_  
Swing, Borey

\_\_\_\_\_  
Evans, Robyn

\_\_\_\_\_  
Tupper, Jason

\_\_\_\_\_  
Ferro, James

\_\_\_\_\_  
Flink, Jarrett

\_\_\_\_\_  
Garcia, Gilbert

\_\_\_\_\_  
Gordon, David

\_\_\_\_\_  
Chambers, Brady

\_\_\_\_\_  
Hensley, Brian

\_\_\_\_\_  
Churchill, Robert

\_\_\_\_\_  
Hesse, Dan

\_\_\_\_\_  
Mellado, Dana

\_\_\_\_\_  
Jimenez, Richard

\_\_\_\_\_  
Shockley, Beth

\_\_\_\_\_  
Mariedth, Michael

\_\_\_\_\_  
Smith, Desiree

\_\_\_\_\_  
Meurer, Rex

\_\_\_\_\_  
Smoot, Lisa

\_\_\_\_\_  
Nichols, Christopher

\_\_\_\_\_  
Sohal, Susan

\_\_\_\_\_  
Pieri, Missy

\_\_\_\_\_  
Straus, Hilary

**CITRUS HEIGHTS WATER DISTRICT**  
**Training Requirements in Title 8**  
**California Code of Regulations**

i/users/Admin/Safety/Forms/IIPP Attachment I-Training Requirements in Title 8.doc  
IIPP ATTACHMENT I

Training is a fundamental part of any job or task. It is particularly important that regular/temporary employees are trained to perform their job and work safely. In general, the Cal/OSHA Injury and Illness Prevention Program (IIPP) requires training to instruct regular/temporary employees in general safe work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment. It also requires training be provided to supervisors to ensure they are familiar with the hazards to which regular/temporary employees under their control may be exposed.

The IIPP requires safety training as specified on Page 5 of this IIPP.

Listed below are sections of the CalOSHA Safety Orders that require training that may apply to the District's water operations:

<b>CONSTRUCTION SAFETY ORDERS</b>		
<b>Section</b>	<b>Subject Title</b>	<b>Frequency</b>
<b>1529</b>	Asbestos	Annual
<b>1585</b>	Power Actuated Tools, air, gas or electrically powered	Annual
<b>1599</b>	Vehicle Traffic Control, Flaggers	Annual

<b>GENERAL INDUSTRY SAFETY ORDERS</b>		
<b>Section</b>	<b>Subject Title</b>	<b>Frequency</b>
<b>3203</b>	Injury and Illness Prevention Program	Initially
<b>3220</b>	Emergency Action Plan	Initially
<b>3221</b>	Fire Prevention Plan	Initially

<b>GENERAL INDUSTRY SAFETY ORDERS (CONT.)</b>		
<b>Section</b>	<b>Subject Title</b>	<b>Frequency</b>
<b>3314</b>	Cleaning, Repairing, Servicing and Adjusting Prime Movers, Machinery and Equipment (Lockout/Tagout)	Initially
<b>3400</b>	Medical Services and First Aid (CPR)	3 Years
<b>3401</b>	Personal Protective Clothing and Equipment	Annual
<b>3472</b>	Cranes and Other Hoisting Equipment	Initially or 2 years (see standard)
<b>3664</b>	Industrial Trucks (lift trucks)	3 Years or Annual (see standard)
<b>4848</b>	Welding Cutting Fire Watchers	Initially
<b>5006</b>	Crane Operators	Initially
<b>5099</b>	Hearing Protection	Annual
<b>5110</b>	Repetitive Motion Injuries (Ergonomics)	Initially
<b>5157</b>	Permit-Required Confined Spaces	Annual
<b>5185</b>	Changing and Charging Storage Batteries	Initially
<b>5191</b>	Occupational Exposure to Hazardous Chemicals	Initially
<b>5192</b>	Hazardous Waste Operations and Emergency Response Annual Refresh (HAZWOPER)	Annual
<b>5193</b>	Bloodborne Pathogens	Initial
<b>5194</b>	Hazard Communication	Annual
<b>5208</b>	Asbestos	Annual
<b>5209</b>	Carcinogens	Annual
<b>6151</b>	Portable Fire Extinguishers	Annual



**Citrus Heights Water District**  
**Asbestos Cement Pipe Safety Plan**  
January 8, 2010

1.0 PURPOSE AND SCOPE

To detail the health and safety requirements for Citrus Heights Water District (CHWD) employees carrying out the repair and removal of non-friable asbestos cement pipe (ACP) and to ensure compliance with all federal, State and local laws, regulations, and standards.

This Asbestos Cement Pipe Safety Plan (ACPSP) applies to all CHWD employees and contractors who repair, connect to or remove ACP.

2.0 REFERENCES AND RELEVANT LEGISLATION

- California Occupational Safety and Health Act (CAL/OSHA) Asbestos Standard for General Industry, Title 8, Section 5208
- CAL/OSHA Asbestos Standard for the Construction Industry, Title 8, Section 1529
- California Labor Code, Section 6501.8(c)
- CAL/OSHA Code of Regulations, Title 8, Section 341.17

3.0 DEFINITIONS

ACP	Asbestos Cement Pipe (also known as transite pipe)
ACPSP	Asbestos Cement Pipe Safety Plan
CP	Competent Person (A “Competent Person”, as defined in the CAL/OSHA Asbestos Standard for the Construction Industry, Title 8, Section 1529, means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them, one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them)
OSHA	Occupational Safety and Health Act
PPE	Personal Protective Equipment and Clothing
TWA	Time Weighted Average (The average exposure to a contaminant or condition to which workers may be exposed without adverse effect over a period such as in an 8-hour day or 40-hour week)

## 4.0 RESPONSIBILITIES AND AUTHORITIES

### 4.1 District ACP Instructor

- Coordinate and conduct ACP initial and refresher training for all employees who work (handle, cut, clean up, etc.) with ACP.
- Maintain records of training for employees and update the training data base.

### 4.2 General Manager

- Demonstrate a commitment to the ACPSP program by supporting the safe handling of ACP encountered within the District.
- Ensure all records of ACP safety training are accessible, retained for a minimum of 36 months and added to the records retention schedule.
- Ensure records are made available on request to federal and state inspectors.
- Ensure proper disposal procedures of ACP waste are followed in accordance with federal, State, and local laws, regulations and standards.

### 4.3 Operations Manager

- Identify those CHWD employees, including supervisors, who are required to work with or around ACP during their normal course of duty.
- Designate “Competent Person”/ACP Removal Supervisor.
- Ensure identified employees have completed authorized ACP safety training including training noted in this ACPSP prior to participating in any work with or around ACP.
- Once trained, authorize employees to carry out work with or around ACP.
- Ensure new employees do not carry out ACP work without completing the appropriate training.
- Develop procedures for working on, handling and removal of ACP that comply with all federal, State, and local laws, regulations and standards.
- Monitor work to ensure employees follow the procedures for safe handling of ACP.
- Ensure that safety training and equipment inspections are carried out and arrange for equipment maintenance and repair as necessary.
- Ensure all appropriate PPE has been identified and is available to employees engaged in ACP work.
- Ensure an approved “Competent Person” has been assigned for all ACP activity and that this “Competent Person” is trained in the duties required of the Competent Person as per federal, State and local laws, regulations and standards.
- Carry out periodic review of ACP activities to ensure employees are following CHWD’s ACP handling procedures.
- Provide remedial training for and/or counsel employees who do not follow the correct ACP safety procedures.

#### 4.4 Job Site Designated “Competent Person”/ACP Removal Supervisor

- Be designated verbally by the Operations Manager from the approved list of trained employees to fulfill this role.
- Has completed ACP initial and refresher training.
- Ensure compliance with all federal, State and local laws, regulations and standards.
- Ensure all employees engaged in ACP work have the PPE needed at the job site to do the assigned task.
- Be present at the work site whenever ACP is being handled or worked on to provide assistance and direction.
- Establish a work zone to control the entry of personnel who are not trained or authorized to be near ACP work.

#### 4.5 Employees

- Have completed ACP initial and refresher training.
- Follow all requirements within this ACPSP and procedures developed in compliance with all federal, State and local laws, regulations and standards.
- Ensure that the PPE identified as “required” is in serviceable condition and worn properly.
- Ensure that the safety equipment is working in the appropriate manner and is only used for the designated work.
- Report any defective safety equipment to the Operations Manager or ACP Removal Supervisor and do not use this equipment until it is made safe.

#### 4.6 Contractors

- Contractors, including subcontractors, shall not perform work on or around CHWD ACP infrastructure unless the contractor has had and can provide appropriate documentation of approved ACP initial and refresher training in compliance of all federal, State and local laws, regulations and standards.

#### 4.7 Training Requirements

- No employee or contractor is permitted to handle or work on or around ACP without completing an approved training course on ACP.
- Employees must be designated by the Operations Manager and contractors must be approved by the Project Manager to carry out work on or around ACP.
- Work operations involving ACP materials shall include initial and refresher training at a minimum containing the elements prescribed in Attachment 1 – “Training Criteria for Asbestos Cement Pipe Course” and specific work practices and engineering controls set forth in Attachment 2 – “Minimum Requirements for Safe Practices and Procedures for Minimizing Asbestos Exposures from Operations Involving Asbestos Cement Pipe”.
- Records of ACP training shall be maintained in the employee’s personnel file and with the District ACP Instructor.

# CITRUS HEIGHTS WATER DISTRICT ASBESTOS CEMENT PIPE SAFETY PLAN

## **ATTACHMENT NO. 1**

### TRAINING CRITERIA FOR ASBESTOS CEMENT PIPE COURSE

#### **Initial Course**

The course shall consist of a minimum of four (4) hours of training for identified employees and for supervisors, and shall include, but is not limited to, the topics A through E listed below.

#### **Refresher Course**

An annual refresher course must be provided in accordance with Cal OSHA Asbestos Standard for the Construction Industry, Title 8, Section 1529(k)(9)(B). The annual refresher shall consist of a minimum of two (2) hours of review of the key elements covered in the initial course, any changes in federal, State and local asbestos laws, regulations and standards and the latest developments in state-of-the-art practices for work involving asbestos cement pipe. In addition, the course shall include, but is not limited to, the topics A through E listed below.

- A) The Physical Characteristics and Health Hazards of Asbestos.
- B) The Types of Asbestos Cement Pipe an Employee May Encounter in the Work Place.
- C) Safe Practices and Procedures for Minimizing Asbestos Exposures from Operations Involving Asbestos Cement Pipe.
- D) Review of General Industry and Construction Safety Orders Relating to Asbestos Exposure.
- E) Hands-on Instruction Using Pipe and the Tools and Equipment, including Personal Protective Equipment and Clothing, that Employees Will Use in the Work Place.

# CITRUS HEIGHTS WATER DISTRICT ASBESTOS CEMENT PIPE SAFETY PLAN

## **ATTACHMENT NO. 2**

### MINIMUM REQUIREMENTS FOR SAFE PRACTICES AND PROCEDURES FOR MINIMIZING ASBESTOS EXPOSURES FROM OPERATIONS INVOLVING ASBESTOS CEMENT PIPE

#### **Acceptable Work Practices for Asbestos Cement Pipe**

##### **Shipping, Receiving and Handling**

Asbestos cement pipe (ACP) is shipped clean from the factory and is carefully loaded using methods that will not damage the pipe. Loading, unloading, stringing out and assembly of complete lengths of ACP are virtually dust-free operations. The storage and stacking of ACP are also dust-free operations. All pipe handling and mechanical unloading operations should be carried out using non-abrasive lifting straps and rigging methods that do not damage the ACP.

##### **Personal Protective Equipment and Clothing**

Employees are required to use personal protective equipment (PPE) when performing tasks which may create a hazard or potential hazards from ACP. No single combination of personal protective equipment and clothing is capable of protecting against all hazards from ACP. Thus, employees are reminded that PPE should be used in conjunction with other protective methods. All employees are directed to follow proper procedure and wear the required PPE. (Selection of PPE is at the discretion of the ACP Removal Supervisor and is based on the working tasks performed). The following items are to be made available to employees for ACP inspection, handling and field operations: full body clothing or disposable coveralls (tyvek); hand protection (gloves); foot protection (safety steel toe boots) and safety glasses.

##### **Pressure Tapping (Wet Tapping)**

Pressure or “wet” tapping is used for service and water main connections in a trench while the pipe is under pressure. The manual equipment is attached to the pipe through a corporation stop or gate valve and a “saddle” attached to the main. A combination boring-and-insert bar drills through the pipe wall. The tool’s pressure chamber protects against water leakage and catches any ACP debris and dust, making this a dust free operation. To remove ACP debris that has entered the tool’s pressure chamber, provisions must be made for flushing/purging the tapping tool prior to removal from the corporation stop or gate valve.

##### **Tying-in Closure System**

Using full-length pipe sections and closure couplings is no longer common practice. Sections of ACP needing repair or replacement will be done with the use of repair bands or flex couplings.

##### **Tying-in Pipe Cutting**

If field cutting of pipe is required, a device such as a snap cutter shall be available and used to produce a smooth square cut end. Snap cutters avoid damaging the pipe and significantly limits the release of airborne asbestos. A snap cutter, also known as a “squeeze and pop” device is a set of cutting wheels evenly mounted in a chain that can be wrapped around the full circumference of a pipe. Hydraulic pressure is applied by an electric or manually operated pump that tightly draws in the cutting wheels, squeezing them into the pipe wall until it is cut through.

A continuous flow of water is required on the cut line while using snap cutters. Carbide-tipped cutting blades must not be used to cut ACP.

### **Wet Abrasive Disk Tools or Saws**

Only disk tools or saws that supply a constant and continuous supply of water in order to eliminate all possible dust shall be used to cut materials containing asbestos. All tool or saw operations require pre-wetting to prevent ACP dust and the continuous use of water while cutting. The use of these methods should only be used for limited periods and only when a constant and continuous source of pressurized water is available in the field. When using this method, all debris and spray must be captured, controlled and contained in a minimum of 6-mil plastic or bag for proper disposal.

### **Pipe Removal**

When necessary and applicable, pipe sections removed from the trench must be intact. Do not damage or crush. Wet and contain each pipe section as removed. Place all pipe sections on a layer of minimum 6-mil plastic, double wrap, securely tape close and affix a warning label as specified in Attachment 3 - "Minimum Requirements for Signs or Warning Labels Pertaining to Asbestos Cement Pipe Waste Materials". Avoid moving pipes and debris until waste disposal can be arranged in accordance with local, state and federal regulations, laws and standards.

### **Housekeeping and Waste Disposal**

Cleanup and proper disposal is equally important to safe work practices when working with ACP. In all work operations, **"AVOID CREATING DUST"**! Airborne asbestos fibers can be created by cutting, grinding, sawing or crushing. Insofar as practicable, wet methods shall be used when asbestos is handled, mixed, applied, removed, cut, scored or otherwise worked in a wet state sufficient to prevent the emission of airborne asbestos fibers so as to not expose employees to levels in excess of the Time Weighted Average (TWA) and/or excursion limit. In all cases, ACP debris should be wetted and collected during field operations. This can be accomplished by covering the ground with a leak tight layer of 6-mil or greater plastic or bags. All ACP dust or debris should be thoroughly wet, but not so wet as to generate runoff. All wetted ACP dust and debris is to be contained and collected on plastic or in bags. After completion of operations, plastic is to be folded and sealed to prevent any possible leakage. Another layer of plastic shall be wrapped around the first layer to control accidental spillage or release. In addition, all contained ACP debris shall be labeled as specified in Attachment 3.

### **Warning Labels**

Warning labels shall be affixed to all raw materials, mixtures, scrap, waste, debris and other products containing asbestos fibers, or to their containers. When CHWD, Contractors or Subcontractors identify or generate ACP dust or debris, labels or signs shall be affixed or posted so that employees will be notified of what materials contain asbestos. CHWD, Contractors or Subcontractors shall attach such labels in areas where they will clearly be noticed by employees who are likely to be exposed, such as on all containers or bundles. See Attachment 3.

All generated and collected asbestos-containing waste materials shall be handled and discarded in accordance with federal, state and local laws, regulations and standards and taken to an approved waste disposal site.

### **Unacceptable Work Practices for Asbestos Cement Pipe**

#### **Nonpressure Tapping (Dry Tapping)**

Nonpressure or “dry tapping” for service connections in ACP is not permitted on CHWD’s facilities.

#### **Tapped Couplings**

Using factory tapped couplings is no longer common practice and is not permitted on CHWD’s facilities.

#### **Machining (End Trimming) using Manual or Power Field Lathe**

A field lathe designed to end-trim and remachine rough pipe ends into profiles equal to factory made ends is not permitted on CHWD’s facilities.

#### **Dry Sanders, Grinders, Saws or Abrasive Tools**

Any abrasive tool that has the possibility of producing any dust will not be used for cutting, shaping or beveling ACP. These tools are likely to produce asbestos dust and airborne concentrations beyond the permissible exposure limit (PEL) and short-term exposure limits. Using such tools, dry cutting methods or performing any other operations that would generate any dust are to be avoided as such operations will subject the employee to possible health hazards and disciplinary action.

#### **Hand and Power Tools ( Rasps, Files, Hammers, Drills, Chisels, etc.)**

Any hand or power tool that has the possibility of producing any dust should not be used for breaking, crushing, cutting, shaping or beveling ACP. These tools are likely to produce dust and airborne concentrations beyond the permissible exposure limit (PEL) and short-term exposure limits. Using such tools, dry cutting methods or performing any other operations that would generate any dust are to be avoided as such operations will subject the employee to possible health hazards and disciplinary action.

CITRUS HEIGHTS WATER DISTRICT ASBESTOS CEMENT PIPE SAFETY PLAN

**ATTACHMENT NO. 3**

MINIMUM REQUIREMENTS FOR SIGNS OR WARNING LABELS PERTAINING TO ASBESTOS  
CEMENT PIPE WASTE MATERIALS

**DANGER**

**CONTAINS ASBESTOS FIBERS**

**AVOID OPENING OR CREATING DUST**

**CANCER AND LUNG DISEASE HAZARD**



**Citrus Heights Water District**  
**Heat Illness Prevention Procedures**  
Revised 6/1/2015

Citrus Heights Water District is dedicated to providing a safe work place for all of its employees. Each employee working in the field will be trained in the recognition, prevention, and treatment of heat-related illnesses. Additionally, each employee will have an air-conditioned vehicle at their job site that may be used to provide temporary cooling as necessary. Employees may also use shade tents to provide a safer work environment.

**The following procedures will be followed**

- The Crew Leader will bring one drinking water container (5 gallons each) to the jobsite, so that at least 4 quarts of fresh, pure, & suitably cool water per employee is available at the start of each shift.
- The Crew Leader will also bring at least 30 disposable paper cone cups and the necessary cup dispenser to ensure that enough disposable cups are made available for each worker and are kept clean until used.
- The Crew Leader will check the water level of all containers every 30 minutes, and more frequently when the temperature exceeds 90 degrees F. When the water level within a container drops below 50%, water containers will be refilled with cool water. To accomplish this task, the Crew Leader will acquire additional water as needed.
- When the temperature exceeds 90 degrees F, the Crew Leader will provide ice in the drinking water to keep it cool.
- The Crew Leader will check the work site and place the water as close as possible to the workers (i.e. no more than 50 feet from the workers). If the work terrain prevents the water from being placed as close as possible to the workers, the Crew leader will bring bottled water and disposable cups so that workers can have drinking water readily accessible.
- The Crew Leader will ensure that the water containers are relocated to follow along as the crew moves, so drinking water will be readily accessible.
- The Crew Leader will be responsible for daily cleaning the water containers and ensuring that they are kept in sanitary condition (all necessary cleaning supplies are provided by the company).
- The District will reimburse Crew Leader for any cost incurred for him/her to fill up their water containers as needed on a daily basis or to purchase necessary disposable cups or cleaning supplies. The Crew Leader will be given reimbursement for the purchase of supplemental water and/or drinking water supplies if necessary.

- The Crew Leader will point out daily the location of the water coolers to the workers and remind them to drink water frequently. When the temperature exceeds or is expected to exceed 90 degrees F, the crew leader will hold a brief "tailgate" meeting each morning to review with employees the importance of drinking water, the number and schedule of water and rest breaks and the signs and symptoms of heat illness.
- The Crew Leader will remind employees to drink water throughout the work shift.
- When the temperature equals or exceeds 95 degrees F or during a heat wave, the Crew Leader will increase the number of water breaks, and will remind workers throughout the work shift to drink water.
- During employee training, the importance of drinking water frequently will be stressed.

**Procedures for Access to Shade include the following:**

- The Crew Leader will ensure that shade is available to accommodate all employees on recovery or rest periods, and those onsite taking meal periods.
- The Crew Leader will ensure that one air-conditioned vehicle is driven to the jobsite. This vehicle can be used by any employees on the crew to sit and rest without contacting the bare ground.
- The Crew Leader will encourage employees to take a 5 minute preventative cool-down rest period in the shade, when they feel the need to do so to protect themselves from overheating.
- The Crew Leader will ensure that the vehicle is relocated to follow along with the crew and double-check that it is as close as practical to the employees, so that access to shade is provided at all times.

**Procedures for Monitoring the Weather include but are not limited to:**

- One week in advance (or with as many days in advance as possible), the Operations Manager will check the Weather Channel TV Network or local news programs to view the extended weather forecast in order to plan the work schedule. Warnings will be issued to all field personnel when weather is predicted to be over 95 degrees F. This type of advance warning should take place during all summer months. **Sacramento Forecast: 979-3038**
- Prior to each workday, the Operations Manager will be responsible for monitoring the weather forecast for the worksite. This critical weather information will be taken into consideration, to determine when it will be necessary to make modifications to the work schedule (such as increasing the number of water and rest breaks).

### **Handling a Heat Wave (at least 80 degrees):**

- **During a heat wave, or heat spike, field employees will have an air-conditioned vehicle available to cool down.**
- If schedule modifications are not possible and workers have to work during a heat wave, the Crew Leader will provide a short tailgate meeting to reinforce heat illness prevention with emergency response procedures and review the weather forecast with the workers.

### **High Heat Procedures:**

**High Heat Procedures are additional preventive measures that will be used when the temperature equals or exceeds 95 degrees F.**

- The Crew Leader will ensure that effective communication by radio or cell phone is available so that employees at the jobsite can contact a supervisor and/or emergency services when necessary.
- The Crew Leader will observe employees for alertness and symptoms of heat illness.
- The Crew Leader will remind employees throughout the work shift to drink plenty of water.
- The Crew Leader will closely supervise new employees, or assign a “buddy” or more experienced coworker for the first 8 work days of employment, unless the new employee indicates at the time of hire that he or she has been doing similar outdoor work for at least 10 of the past 30 days for 4 or more hours per day.
- Employees assigned to work unaccompanied shall implement a “Buddy System” with a fellow employee to contact by cell phone or radio every hour.

### **Procedures for Acclimatization include but are not limited to:**

- The Operations Manager will monitor the weather and be on the look out for sudden heat wave(s) or increases in temperatures to which employees haven’t been exposed to for several weeks or longer.
- For new employees, when the temperature exceeds 80 degrees Fahrenheit, the Crew Leader will try to find ways to lessen the intensity of the employees work during a two-week break-in period (such as scheduling slower paced, less physically demanding work during the hot parts of the day and the heaviest work activities during the cooler parts of the day (early-morning)).
- During a heat wave, the Crew Leader will observe all employees closely (or maintain frequent communication via phone or radio) and be on the look out for symptoms of heat illness.

- Citrus Heights Water District's training program for employees and supervisors will include the importance of acclimatization, how it is developed and how these District procedures address it.

**Procedures for Emergency Response include but are not limited to:**

- Prior to assigning a crew to a particular worksite, the Operations Manager will provide workers and the Crew Leader with maps along with clear and precise directions (such as streets or road names) of the site, to avoid a delay if emergency medical services are needed.
- Prior to assigning a crew to a particular worksite, the Operations Manager will ensure that a qualified, appropriately trained and equipped person will be available at the site, to render first aid if necessary.
- All Crew Leaders and supervisors will have cell phones or other means of communication, to ensure that emergency medical services can be called in the event of an emergency.
- When an employee is showing symptoms of possible heat illness, the Crew Leader will take immediate steps to keep the stricken employee cool and comfortable. If symptoms do not decrease within ten minutes, emergency service responders should be called to reduce the possible progression to more serious illness.
- At remote locations such as undeveloped areas, the Crew Leader will designate an employee or employees to physically go to the nearest roadway where emergency responders can see them. If daylight is diminished, the designated employee(s) shall be given reflective vest or flashlights in order to direct emergency service responders to the location of the worksite, which may not be visible from the road-way.
- During a heat wave or hot temperatures, workers will be reminded and encouraged to immediately report to their supervisor or Crew Leader any signs or symptoms they are experiencing.
- Citrus Heights Water District's training for employees and supervisors will include every detail of these written emergency procedures.

### **Handling a Sick Employee:**

- When an employee displays possible signs or symptoms of heat illness, a trained first aid worker or supervisor will check the sick employee and determine whether resting in the air-conditioned truck and drinking cool water will suffice or if emergency service providers will need to be called. Stay with the sick worker.
- 
- Call emergency service providers immediately if an employee displays serious signs of heat illness such as loss of consciousness, incoherent speech, or convulsions. Emergency service providers should also be called if an employee has a red and hot face, does not look OK and does not get better after drinking cool water and resting in an air-conditioned truck for ten minutes. While the emergency service providers are in route, initiate first aid (cool the worker: place in the air conditioned truck, remove excess layers of clothing, place ice pack in the armpits and groin area and fan the victim). Do not let a sick worker leave the job site alone.

### **Procedures for Employee and Supervisory Training:**

- Citrus Heights Water District will ensure that all supervisors are trained prior to being assigned to supervise other workers. Training will include this District's written prevention procedures and what steps supervisors will follow when employees' exhibit symptoms consistent with heat illness.
- Citrus Heights Water District will ensure that all employees are trained prior to working outside. Training will include the company's written prevention procedures.
- The Operations Manager will train employees on the steps that will be followed for contacting emergency medical services. The importance of clear and precise directions to the site will be stressed along with the possible need to make visual contact with emergency responders at the nearest road to direct them to the worksite.

# **Citrus Heights Water District Emergency Action Plan**

## **1.0 PURPOSE**

The purpose of the Emergency Action Plan is to serve as a supplement to Citrus Heights Water District's (CHWD) Injury and Illness Prevention Program (IIPP) and must be used in conjunction with the IIPP. The Emergency Action Plan establishes procedures and provides information which is necessary to ensure that members of CHWD's staff are knowledgeable in the event of an emergency and to ensure their own safety and the safety of others.

California Code of Regulations, Title 8, Section 3220 & 3221

## **2.0 INTRODUCTION**

Emergencies, disasters, accidents and injuries can occur at any time usually without warning. Being prepared physically and mentally to handle emergencies is an individual as well as an organizational responsibility.

Citrus Heights Water District has established emergency procedures for you to follow so that the effects of these emergencies can be minimized. Your safety is of primary importance.

The purpose of these procedures is to acquaint you with an effective plan for handling possible emergencies and disasters. Once you are familiar with this information, you will be able to better protect yourself and others. You are encouraged to read this guide in its entirety to gain the knowledge to be able to act quickly in an emergency situation to minimize your exposure to danger. If you have questions or need further information, please contact your immediate supervisor, department manager or the District's safety officer.

### 3.0 EMPLOYEE INJURY

#### 3.1 Life Threatening Injuries:

Dial 9-911

Use the following list of examples and your own experience to determine if a life threatening emergency exists and when to call for help:

- Persistent or sudden chest pain;
- Difficulty breathing;
- Uncontrollable bleeding;
- Severe altered level of consciousness;
- Injuries involving trauma (falls, head injuries, burns, etc.).
- Heatstroke.

For all types of injuries:

- Keep person as calm and comfortable as possible;
- Do not move the person unless absolutely necessary;
- Never give liquids to an unconscious person;
- Do not remove objects that are embedded in a person's skin.

#### 3.2 Non-Life Threatening Injuries/Illness/First Aid.

Types of these injuries may include:

- Twisted ankle, wrist and/or back pain (e.g. musculoskeletal disorders);
- Minor cuts or abrasions that might require medical attention;
- Debris, dust and chemicals in eye (use eyewash first if available).
- Heat disorders (other than life threatening)
- Dehydration
- Fume sickness.

Employees should be escorted to (should not be allowed to drive themselves):

Sutter Occupational Health Services Roseville  
Three Medical Plaza Dr. Suite 100  
Roseville, CA 95661  
(916) 797-4700  
(916) 797-4701 fax  
Monday – Friday  
8:00 a.m. – 5:00 p.m.

After hours escort to:

Sutter Roseville Medical Center Emergency Department  
One Medical Plaza Dr.  
Roseville, CA 95661  
(916) 781 - 1000

### 3.3 Reporting Responsibilities for Workplace Injuries/Illnesses:

3.3.1 Employees: It is the employees' responsibility to report an injury to your supervisor immediately. Any delay in reporting an injury may cause delay in workers' compensation benefits.

3.3.2 Supervisor/Manager: It is the supervisors'/manager's responsibility to report the injury/illness immediately to the District's Human Relations Specialist.

### 3.4 Blood or Bodily Fluids:

If assisting an injured person before help arrives, wear disposable gloves if possible. Always thoroughly wash your hands with soap and water for at least thirty seconds after exposure to such liquids. Do not exceed your level of training.

## 4.0 FIRE EMERGENCIES

4.1 If there is a fire, explosions, or smoke in a building, take the following steps:

- Stuff objects (papers, rags, jackets, etc.;;) at the base of the door;
- DIAL \*7011 ON THE PHONE SYSTEM AND ANNOUNCE THE FIRE;
- ACTIVATE THE EVACUATION ALARM;
- Call 911 and tell them the location;
- Close all doors (do not lock the doors);
- If smoke is present, stay close to the floor;
- Once outside, proceed to one of the designated meeting areas;
- Meeting areas are flexible and might have to be adjusted depending on wind direction or the magnitude of the hazard;
- Remain at the meeting place;
- Attempt to account for all persons;
- Stay at the evacuation area until the fire department or a designated representative has given the "all clear" to re-enter the building.

4.2 If you are trapped in a room:

- Stuff objects (papers, rags, jackets, etc.;;) at the base of the door;
- Call 911 and tell them your location;
- If needed break a window for fresh air or to escape. Stay as close to the floor as possible since smoke rises.

**If your clothing is on fire, STOP, DROP and ROLL.**



4.3 In the event of a fire the District does not require employees to use a fire extinguisher. However, if you have received fire extinguisher training and are comfortable in extinguishing an incipient stage fire (a fire which is in the initial or beginning stage and which can be controlled or extinguished by portable fire extinguisher), you may attempt to extinguish the fire with a fire extinguisher if **ALL** of the follow conditions are met:

- The evacuation alarm has been sounded and all occupants have been evacuated;
- If the fire is small (waste basket size) and has not spread from its originating point;
- You have the correct type of extinguisher;
- You are current on fire extinguisher training;
- Your exit is clear and you can extinguish the fire with your back to the exit door.

## 5.0 BOMB THREAT

Take a bomb threat very seriously, and report it immediately to 911. The proper authority will determine what immediate actions are appropriate to take (up to and including evacuation).

5.1 A written bomb threat or package:

- Do not handle the object any more than necessary;
- Do not disturb any powder or liquid coming from a suspicious package.

5.2 A telephone bomb threat:

- Note the exact time of the call;
- Attempt to write down the exact words of the caller;
- Try to ask clear and exact questions (type, time, place, etc.);
- Try to note the caller's voice (lisp, gender, jargon, etc.).

Get as much information as possible by asking:

- Where it is located?
- What kind of bomb is it?
- What does it look like?
- When is the bomb set to explode?
- How do you deactivate it?
- As soon as you get off the phone call 911 and give all the information you obtained.

## 6.0 EARTHQUAKE

### 6.1 During the earthquake:

- Stay Calm;
- Cover and hold: Get under a table, desk, or in the door frame;
- Face away from the windows (or other glass);
- Cover your head;
- If outside, get to the nearest open space away from buildings or overhangs.

### 6.2 After the earthquake stops:

- Check for personal injuries;
- Evacuate the building if necessary (using evacuation procedures);
- Notify 911 of any injuries or immediate health hazards;
- If there is damage to the building, make sure the building has been checked by the fire department and/or a designated representative and deemed safe before re-entering the building after an earthquake.

## 7.0 WORKPLACE VIOLENCE

Violence in the workplace can have many sources. It may be a current or former disgruntled employee. It may be an angry spouse or relative of an employee. It also may be an upset customer or other outside person. The violence may be a random act or something planned to gain public attention. The following guidelines are designed to reduce the likelihood of workplace violence and provide information for all employees to use as methods of prevention and intervention of workplace violence.

### 7.1 Emergency Procedures:

#### Immediate Threat:

- Notify your supervisor or manager;
- Call 911 if needed;
- Get out of the area and away from the immediate threat.

#### Violence Committed:

- Call 911 immediately if a person commits an act of violence against you or another person;
- Notify your supervisor or manager.

### Intimidating Situation:

- Notify your supervisor or manager;
- Call 911 if a person has communicated a direct or indirect threat of physical or mental harm against you in any form (e.g. oral or written, gestures, expressions).

### 7.2 Non-emergency Procedures:

If you are not in immediate physical danger, but you have information or concerns regarding workplace violence, contact your supervisor.

## 8.0 UTILITIES FAILURE

Examples of utility failure that may occur are electrical outage, plumbing failure/flooding, natural gas leak, or ventilation problems.

In the event of a failure, immediately notify Supervisor or Manager.

For emergencies call 911.

If there is potential danger to you or other occupants:

- Call 911;
- In a situation where a building needs to be evacuated, please proceed to the emergency evacuation area;
- Turn off equipment, machines and computers;
- Assist disabled persons as needed;
- Stay at the designated evacuation area until the fire department or designated representative has given the “all clear” to re-enter the building.

## 9.0 EVACUATION PROCEDURES

Evacuation of the building is **REQUIRED** when the evacuation alarm system sounds or when instructed to do so.

### 9.1 Employee Alarm Systems

- The employee alarm system shall provide warning for necessary emergency action as called for in this plan, or for reaction time for safe escape of employees from the workplace or the immediate work area, or both.
- CHWD's preferred means of alerting employees of an emergency situation that requires evacuation shall consist of the District's two-way radio system and the District's telephone intercom system (not cell phones). When telephones are used as a means of signaling an evacuation, telephone numbers as well as instructions explaining how to activate the intercom shall be conspicuously posted nearby. Where a communication system also serves as the employee alarm system, all emergency messages shall have priority over all non-emergency messages.
- Direct voice communication to evacuate is acceptable as a backup or augmentation to the primary intercom alarm to ensure all employees hear the evacuation order.
- A current list of key personnel such as General Manager, Operations Manager, Fire Department, Hospitals and Ambulances, Police Departments, Emergency Response Team and Emergency Agencies, in order of priority, to be notified in the event of an emergency during regular and off-duty hours shall be posted in each work area.
- All employees shall be made aware of the means and methods of reporting emergencies. These methods may be, but are not limited to, radio or telephones including cell phones.
- Back-up means of alarm, such as employee runners or cell phones, shall be provided when systems are out of service or as a means of augmenting other alarm devices or systems.
- Manually operated actuation devices for use in conjunction with employee alarms shall be unobstructed, conspicuous and readily accessible.

### 9.2 Procedures to follow to evacuate District Facilities located at 6230 Sylvan Road, Citrus Heights, in the event of an Emergency when evacuation is required.

- When an alarm is activated or an order given to evacuate any or all of the District's facilities, immediately locate the nearest safe available exit. All employees shall be familiar with the facilities map and detail of all safe exits.
- Employees should exit in an orderly manner to prevent confusion and minimize panic or injury.

- Select one District Representative to contact emergency response agency via “911” and provide the following information:
  - Name
  - Nature of emergency
  - Location by street and number address with nearest cross street.
  - Actions taken to move to a safe location.
  - Actions taken to minimize the emergency or damage caused by the emergency.
  - Assistance needed including injuries suffered by employees if any.
- An employee checklist stationed by each safe exit shall be carried to the assembly area by any employee using that exit. The checklist will have, as a minimum, a listing of all District employees and cell phone numbers and call sign (unit) number. The checklist will be given to the senior employee at the assembly area.
- All employees with a District cell phone will ensure it is carried to the assembly area.
- Employees should proceed directly to the designated assembly area outside the facilities to await further instructions and to be accounted for.
- The primary assembly is 6240 Sylvan Road located north of the administration and field offices.
- Alternate location if the primary location is unavailable or obstructed shall be at the gate of the east end of the District property at Shuman Ln.
- An assembly area other than those listed may be directed if an alternative is dictated by the incident that triggered the evacuation.
- Extreme caution must be exercised at all times during the evacuation since emergency vehicles may be responding to the emergency and/or other risks of bodily injury may be present.
- Do not stand or congregate within designated fire lanes. These are identified as the areas inside the red fire lane stripes marked in the corporation yard driveway.

9.3 Procedures to follow to account for all employees after emergency evacuation have been completed.

- The senior employee at the assembly area will take charge of the assembled employees in order to account for all present on one of the employee checklist. Only one checklist will be used at any one assembly area.
- The senior employee will determine if the other means of communication should be used to contact employees that are not present at the assembly area.
- Should it become necessary to assemble at two or more separate areas as dictated by the emergency, the senior employee at each assembly area will attempt to contact the other areas to account for all employees involved in the evacuation.
- Report anyone not accounted for to the emergency responders when they arrive or to the senior employee.
- All employees shall remain in their assembly area until released by emergency personnel or the senior employee at the assembly area.

#### 9.4 Procedures to follow when employees are at a remote facility or job site

- Evacuate all employees.
- Visually account for all employees after evacuation.
- Contact emergency response agency via “911” and provide the following information:
  - Name
  - Nature of emergency
  - Location by street and number address with nearest cross street.
  - Actions taken to move to a safe location.
  - Actions taken to minimize the emergency or damage caused by the emergency.
  - Assistance needed including injuries suffered by employees if any.
- Contact District Office with the following information:
  - Name
  - Nature of emergency
  - Location by street and number address with nearest cross street.
  - Actions taken to move to a safe location.
  - Actions taken to minimize the emergency or damage caused by the emergency.
  - Assistance needed including injuries suffered by employees if any.
  - Advise if emergency response agency via “911” has been contacted or is on scene.
  - Advise Supervisor of the situation.
  - Request assistance if necessary.
  - Document the incident with photos.

#### 9.5 Building Evacuation:

- Determine in advance the nearest exit to your work area and the route you will follow;
- Establish an alternate route in the event your first route is blocked or unsafe to use;
- Assist those needing assistance;
- Once outside, proceed to a designated meeting area or similar area at least 100 ft from the building;
- Meeting areas are flexible and might have to be adjusted depending on wind direction or the magnitude of the hazard;
- Remain at the meeting place;
- Attempt to account for all persons;
- Stay at the designated evacuation area until the fire department or designated representative has given the “all clear” to re-enter the building.

## 10.0 EVACUATION OF PERSONS WITH DISABILITIES

### Assisting Persons with Disabilities

In cases of emergencies, individuals with mobility or sensory impairments (hearing or vision) may need assistance or guidance with evacuating a building.

#### To Assist Visually-Impaired Persons:

- Explain the nature of the emergency. Alarms or confusion may disorient a person, even when normally familiar with the area. Tell the person what needs to be done in order to evacuate;
- Guide the person with you. Allow the person to take your arm below the elbow and instruct them to follow you. Remember to move slowly and communicate clearly with the individual;
- Advise the individual of any hazards or obstacles in the path;
- When you have reached safety, advise the individual of their location and stay with them if necessary. Before leaving, make sure the individual does not need any further help.

#### To assist Deaf/Hard of Hearing Persons:

- To get a person's attention, you can flash room lights, wave your arms, or tap on the person's shoulder;
- Gesture about what is happening and what to do (i.e. follow me, get down) or;
- Write on a board or paper the nature of the emergency or the evacuation route.

#### To Assist Mobility-Impaired Persons:

- First ask the individual if they have medical/health needs, advice, or requirements;
- Individuals using wheelchairs can be pushed or accompanied to safety. If needed, seek help to safely assist the person;
- Individuals using canes, crutches, or walkers should evacuate themselves except in the event that rapid evacuation is deemed essential;
- If in need of assistance, call 911. Do not attempt to transfer a person from a wheelchair unless absolutely necessary.

**Citrus Heights Water District  
Personal Protective Equipment Policies**

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## **Introduction**

The purpose of the Personal Protective Equipment Policies is to protect the employees of Citrus Heights Water District (CHWD) from exposure to work place hazards and the risk of injury through the use of personal protective equipment (PPE). PPE is not a substitute for more effective control methods and its use will be considered only when other means of protection against hazards are not adequate or feasible. It will be used in conjunction with other controls unless no other means of hazard control exist.

Personal protective equipment will be provided, used, and maintained when it has been determined that its use is required to ensure the safety and health of our employees and that such use will lessen the likelihood of occupational injury and/or illness.

CHWD Personal Protective Equipment Policies includes:

- Responsibilities of Managers, supervisors and employees
- Hazard assessment and PPE selection
- Employee training
- Cleaning and Maintenance of PPE

## **Responsibilities**

### Safety Committee

The Safety Committee is responsible for the development, implementation, and administration of CHWD's PPE policies. This involves

1. Conducting workplace hazard assessments to determine the presence of hazards which necessitate the use of PPE.
2. Reviewing, updating, and conducting PPE hazard assessments whenever:
  - A job changes
  - New equipment is used
  - There has been an accident
  - A supervisor or employee requests it
  - At least once year
3. Maintaining records on hazard assessments.
4. Reviewing, updating, and evaluating the overall effectiveness of PPE use, training, and policies.

### Department Managers

Department Managers have the primary responsibility for implementing and enforcing PPE use and policies in their work area. This involves:

1. Providing appropriate PPE and making it available to their employees.
2. Ensuring that employees are trained on the proper use, care, and cleaning of PPE.
3. Ensuring that employees properly use and maintain their PPE, and follow CHWD's PPE policies and rules.
4. Notifying the safety committee when new hazards are introduced or when processes are added or changed.
5. Ensuring that defective or damaged PPE is immediately disposed of and replaced.
6. Provide remedial training for and/or counsel employees who do not follow the correct PPE safety procedures.

## Supervisors

Supervisors have the responsibility for implementing and enforcing PPE use and policies in their work area. This involves:

1. Providing appropriate PPE and making it available to their employees.
2. Ensuring that employees are trained on the proper use, care, and cleaning of PPE.
3. Ensuring that employees properly use and maintain their PPE, and follow CHWD's PPE policies and rules.
4. Notifying the safety committee when new hazards are introduced or when processes are added or changed.
5. Ensuring that defective or damaged PPE is immediately disposed of and replaced.

Provide remedial training for and/or counsel employees who do not follow the correct PPE safety procedures.

## Employees

CHWD employees are responsible for following the requirements of the PPE policies. This involves:

1. Properly wearing PPE as required.
2. Attending required training sessions.
3. Properly caring for, cleaning, maintaining, and inspecting PPE as required.
4. Following CHWD's PPE policies and rules.
5. Informing the supervisor of the need to repair or replace PPE.

Employees who repeatedly disregard and do not follow PPE policies and rules will be provided remedial training for and/or counseling regarding CHWD'S PPE Plan.

## Procedures

### Hazard Assessment for PPE

The Safety Committee, in conjunction with Managers, and Supervisors, will conduct a walk-through survey of each work area to identify sources of work hazards. Each survey will be documented using the Hazard Assessment Certification Form, which identifies the work area surveyed, the person conducting the survey, findings of potential hazards, and date of the survey. The District's Safety Officer will keep the forms in the Safety Committee file cabinet.

### Selection of PPE

Once the hazards of a workplace have been identified, The Safety Committee will determine if the hazards can first be eliminated or reduced by methods other than PPE, i.e., methods that do not rely on employee behavior, such as engineering controls.

If such methods are not adequate or feasible, then The Safety Committee will determine the suitability of the PPE presently available; and as necessary, will select new or additional equipment which ensures a level of protection greater than the minimum required to protect our employees from the hazards. Care will be taken to recognize the possibility of multiple and simultaneous exposure to a variety of hazards. Adequate protection against the highest level of each of the hazards will be recommended for purchase.

All personal protective clothing and equipment will be of safe design and construction for the work to be performed and will be maintained in a sanitary and reliable condition. Only those items of protective clothing and equipment that meet NIOSH (National Institute for Occupational Safety and Health) or ANSI (American National Standards Institute) standards will be procured or accepted for use. Newly purchased PPE must conform to the updated ANSI standards which have been incorporated into the PPE regulations, as follows:

- Eye and Face Protection ANSI Z87.1-1989
- Head Protection ANSI Z89.1-1986
- Foot Protection ANSI Z41.1-1991
- Hand Protection (There are no ANSI standards for gloves, however, selection must be based on the performance characteristics of the glove in relation to the tasks to be performed.)

Affected employees whose jobs require the use of PPE will be informed of the PPE selection and will be provided PPE by CHWD at no charge. Careful consideration will be given to the comfort and proper fit of PPE in order to ensure that the right size is selected and that it will be used.

## Training

Any worker required to wear PPE will receive training in the proper use and care of PPE before being allowed to perform work requiring the use of PPE. Periodic retraining will be offered to PPE users as needed. The training will include, but not necessarily be limited to, the following subjects:

- When PPE is necessary to be worn
- What PPE is necessary
- How to properly don, doff, adjust, and wear PPE
- The limitations of the PPE
- The proper care, maintenance, useful life, and disposal of the PPE

After the training, the employees will demonstrate that they understand how to use PPE properly, or they will be retrained.

Training of each employee will be documented using the Personal Protective Equipment Training Documentation Form and kept on file. The document certifies that the employee has received and understood the required training on the specific PPE he/she will be using.

## Retraining

The need for retraining will be indicated when

- An employee's work habits or knowledge indicates a lack of the necessary understanding, motivation, and skills required to use the PPE (i.e., uses PPE improperly)
- New equipment is purchased
- Changes in the work place make previous training out-of-date
- Changes in the types of PPE to be used make previous training out-of-date
- Once a year

## Cleaning and Maintenance of PPE

It is important that all PPE be kept clean and properly maintained. Cleaning is particularly important for eye and face protection where dirty or fogged lenses could impair vision. Employees must inspect, clean, and maintain their PPE according to the manufacturers' instructions before and after each use. Supervisors are responsible for ensuring that users properly maintain their PPE in good condition.

Personal protective equipment must not be shared between employees until it has been properly cleaned and sanitized. PPE will be distributed for individual use whenever possible.

If employees provide their own PPE, Supervisors must make sure that it is adequate for the work place hazards, and that it is maintained in a clean and reliable condition.

Defective or damaged PPE will not be used and will be immediately discarded and replaced.

***NOTE:** Defective equipment can be worse than no PPE at all. Employees would avoid a hazardous situation if they knew they were not protected; but they would get closer to the hazard if they erroneously believed they were protected, and therefore would be at greater risk.*

It is also important to ensure that contaminated PPE which cannot be decontaminated is disposed of in a manner that protects employees from exposure to hazards.

### Safety Disciplinary Policy

Citrus Heights Water District believes that a safety and health Accident Prevention Program is unenforceable without some type of disciplinary policy. CHWD believes that in order to maintain a safe and healthful workplace, the employees must be cognizant and aware of all company, State, and Federal safety and health regulations as they apply to the specific job duties required. Discipline will follow current CHWD Employee Policies.

**Citrus Heights Water District  
Hazard Communication Program (HAZCOM)**

**PURPOSE**

The Hazard Communication Program establishes methods for providing information regarding hazardous materials in the workplace as required by California Code of Regulations, Title 8, Section 5194 (8 CCR 5194). Cal/OSHA has adopted the new Globally Harmonized System effective October 17, 2013.

**SCOPE**

This Program discusses requirements for the use of hazardous material labels and other hazard warning methods, Safety Data Sheets (SDSs) formerly Material Safety Data Sheets (MSDSs), hazardous materials evaluations, annual inventories, and employee information and training on hazardous materials. The program will ensure that:

- Employees have proper training and awareness of hazardous materials in the workplace.
- Safety Data Sheets (SDSs) are on file for employee access
- Proper posting and container labeling are accomplished

**RESPONSIBILITIES**

This Program applies to employees, including contract employees under the direct supervision of the District's employees, who may come in contact with or be exposed to hazardous materials at the workplace while performing their normal duties or during emergency conditions. It also applies to those who are involved in the purchase, transportation, or storage of hazardous materials.

Individual(s) assigned to manage the HCS Plan, and periodically update the Program, SDSs, chemical inventory list, and container labeling:

Purchasing/Inventory Specialist  
Safety Officer/Safety Committee  
Operations Manager

Management Shall:

- A. Provide training, document training, and provide copies of training records to appropriate supervisors.
- B. Ensure a list is provided of all hazardous materials in the workplace.
- C. Ensure that SDSs are readily available, and the location of information is identified to employees.
- D. Evaluate the hazard potential of new hazardous materials being introduced into the workplace, and recommend safer alternatives, if available.
- E. Provide guidance for labeling of hazardous material containers.
- F. Ensure workplace inspections include evaluations of hazardous material safe handling and storage practices.
- G. Integrate changes to the existing HCS Program to comply with the requirements under the Global Harmonization Standard (GHS).

Supervisors Shall:

- A. Identify the hazardous materials normally associated with jobs under their supervision, and make sure their employees receive the appropriate Hazard Communication training (both general and specialized), before they begin any work assignment involving hazardous materials.
- B. Notify management regarding the use of new hazardous materials.
- C. Notify management regarding new uses for existing hazardous materials.
- D. Ensure personnel employ the protective measures prescribed by SDSs, container labels, and local operating instructions when working with hazardous materials.
- E. Ensure personnel use, transport, and store hazardous materials in a safe manner.
- F. Ensure hazardous material containers are labeled properly (including portable and secondary containers).
- G. Ensure current SDSs are available for the hazardous materials used.
- H. Integrate changes to the existing HCS Program to comply with the requirements under the Global Harmonization Standard (GHS).



Employees Shall:

- A. Familiarize themselves with, and follow all hazard warnings, container labels, and SDSs so they can use this information where needed.
- B. Be familiar with and implement changes to the existing HCS Program to comply with the safe work practices and requirements under the Global Harmonization Standard (GHS).
- C. Employ the safe work practices and protective measures prescribed by SDSs, container labels, and local operating instructions when working with hazardous materials.

#### CONTRACTOR (MULTI-EMPLOYERS) REQUIREMENTS

Contractors are required to have their own Hazard Communication Program. The information on the contractor's HCS Plan, SDS documents must be available to the District when contractor's chemicals or hazardous materials are used or stored on district property. The district will provide the contractors with HCS, and SDS information specific to district operations. The contractors must, in turn, convey this information to their employees.

#### TRAINING

A. Initial Training:

For employees whose duties require them to work around hazardous materials, initial training shall be provided by Management before they begin their work assignment. This training will cover the following topics:

- 1) Overview of Hazard Communication regulations, including employees' rights under the regulations.
- 2) Operations in the work area where hazardous materials are present.
- 3) How to read warning labels and identify the presence or release of hazardous materials.
- 4) Emergency procedures for spills/accidents, including fire hazards, first aid, clean-up, and disposal.
- 5) Location and availability of this Hazard Communication Program, including hazardous materials lists, and SDSs.
- 6) How to read an SDS.

A. Training for Non-Routine Tasks:

Periodically, employees are required to perform non-routine tasks, which may involve hazardous materials. Before starting work on such projects, affected employees shall be given information by their supervisor about the hazards to which they may be exposed.

B. Specialized Training:

Specialized training shall also be provided on an as-needed basis as new hazards are introduced into the workplace and for hazards that are newly discovered (e.g., from revised SDS, and label information).

C. Recurring Training:

On-going training will be provided to employees. The frequency of this training should be designed to maintain a heightened level of hazardous material awareness. Hazardous Material awareness training should be conducted at least annually.

#### HAZARDOUS MATERIAL INFORMATION

A. All purchases of hazardous materials must include the most current SDS with delivery.

B. A list of workplace hazardous materials can be found in SDS binders/files. This information should be reviewed and updated periodically by the assigned individual(s).

C. Workplace SDSs are located in the following areas:

Operations Building in the assembly area on the safety bulletinboard.  
Main storeroom attached to the meter cage.

## SAFETY DATA SHEETS (SDSs)

One of the main components of the Chemical Hazard Communication Program is the safety data sheets (SDSs). SDSs will accompany shipments of hazardous material. If an SDS is not included with a shipment and the SDS is not on file from a previous shipment, the shipment shall be refused. An SDS is not required for subsequent shipments if a current SDS is on file. SDSs can be stored as paper copies and stored in notebooks in the immediate workplace, or they can be available electronically on an accessible database.

For any hazardous material which is used, stored, or handled, which is found to be lacking an SDS, a phone request will be made to the material manufacturer or supplier, requesting a copy of the SDS. A copy of the SDS can also be downloaded from the internet.

SDSs have 16 elements as follows:

1. Identification of the substance or mixture and of the supplier
2. Hazards identification
3. Composition/information on ingredients
- 4. First aid measures**
5. Firefighting measures
6. Accidental release measures
- 7. Handling and storage**
- 8. Exposure controls/personal protection equipment**
9. Physical and chemical properties
10. Stability and reactivity
11. Toxicological information
12. Ecological information
13. Disposal considerations
14. Transport information
15. Regulatory information
16. Other information including information on preparation and revision of the SDS

**Three very important categories are highlighted above: #4 First aid measures, #7 Handling and storage and #8 Exposure controls/personal protection equipment (PPE).**

## LABELING AND WARNINGS

Labeling of chemical containers is an important element for the prevention and control of incidents. Inadequate labeling of containers can result in serious problems if the contents cannot be swiftly and definitely identified.

The following outlines the GHS labeling requirements:

<ol style="list-style-type: none"><li>1. Product Identifier</li><li>2. Pictograms</li><li>3. Signal Words</li><li>4. Hazard Statements</li><li>5. Precautionary Statements</li><li>6. Supplier Identification</li></ol>	<p><b>1</b> → <b>HYDROGEN SULFIDE</b> UN1053 CAS #: 7783-06-4</p> <p><b>3</b> → <b>DANGER</b></p> <p>Extremely flammable gas Contains gas under pressure. May explode if heated. Contains poisonous hydrogen sulfide gas. Fatal if inhaled. May cause respiratory irritation. Very toxic to aquatic life. Causes eye irritation.</p> <p><b>4</b> →</p> <p><b>2</b> →</p> <p><b>5</b> →</p> <p><b>6</b> →</p> <p><b>PRECAUTIONS</b></p> <ul style="list-style-type: none"><li>• Keep away from heat, sparks, open flames or hot surfaces. - No smoking.</li><li>• Do not breathe gas, vapours.</li><li>• Avoid release to the environment.</li><li>• Leaking gas fire: Do not extinguish, unless leak can be stopped safely.</li><li>• Eliminate all ignition sources if safe to do so.</li><li>• Store in a well-ventilated place.</li><li>• Store locked up.</li></ul> <p><b>FIRST AID</b></p> <p>IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician. Specific treatment is urgent: maintain adequate ventilation and consider administration of 100% oxygen. Sodium nitrite may be a useful antidote.</p> <p>Safety Sam's Hazardous Chemical Liquidators 123 Toxic Lane • Tempe, AZ, 85281 • (602) 639-4802</p>
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The GHS symbols have been incorporated into pictograms for use on the GHS label. Pictograms include the harmonized hazard symbols plus other graphic elements, such as borders, background patterns or colors which are intended to convey specific information.

## PICTOGRAMS

		
<ul style="list-style-type: none"> <li>• Oxidizers</li> </ul>	<ul style="list-style-type: none"> <li>• Flammables</li> <li>• Self Reactives</li> <li>• Pyrophorics</li> <li>• Self-Heating</li> <li>• Emits Flammable Gas</li> <li>• Organic Peroxides</li> </ul>	<ul style="list-style-type: none"> <li>• Explosives</li> <li>• Self Reactives</li> <li>• Organic Peroxides</li> </ul>
		
<ul style="list-style-type: none"> <li>• Acute toxicity (severe)</li> </ul>	<ul style="list-style-type: none"> <li>• Corrosives</li> </ul>	<ul style="list-style-type: none"> <li>• Gases Under Pressure</li> </ul>
		
<ul style="list-style-type: none"> <li>• Carcinogen</li> <li>• Respiratory Sensitizer</li> <li>• Reproductive Toxicity</li> <li>• Target Organ Toxicity</li> <li>• Mutagenicity</li> <li>• Aspiration Toxicity</li> </ul>	<ul style="list-style-type: none"> <li>• Environmental Toxicity</li> </ul>	<ul style="list-style-type: none"> <li>• Irritant</li> <li>• Dermal Sensitizer</li> <li>• Acute toxicity (harmful)</li> <li>• Narcotic Effects</li> <li>• Respiratory Tract</li> <li>• Irritation</li> </ul>

The GHS pictograms show an immediate visual picture of the potential hazards the chemical presents.

## SIGNAL WORDS

Will be either “**DANGER**” (for more severe hazards) or “**WARNING**” (for less severe hazards). The word “**CAUTION**” will no longer be used.

## LABELING REQUIREMENTS

- A. Receiving employees will ensure that incoming containers are labeled with the name of the manufacturer or supplier, name of the material and hazard warning. They also will conduct an inspection for leaks or broken containers. A shipment shall be refused if not adequately labeled or if there are damaged containers.
- B. Containers used, handled, or stored will maintain adequate labeling.
- C. The name of the material on the label must be the same as the name on the SDS.
- D. When a hazardous substance is transferred from one container to another, the new container must be labeled with a label that matches the bulk container label. An exception to this requirement is if the material is going to be immediately used (same work shift) by the person who dispensed the material - then no label is required, unless the material is left unattended.
- E. Labels will be written in English. Other languages may also be included on supplemental (additional) labels.
- F. Unlabeled containers are a serious potential health & safety risk. Before unlabeled containers are used, the contents will be identified and the container labeled. This may require chemical testing or contacting a knowledgeable person or Supervisor.
- G. Pipes will be labeled as to contents and direction of flow.
- H. The following materials are typically labeled pursuant to other regulations and do not require container labels as required by the Hazard Communication Standard:
  - 1) Pesticides
  - 2) Food, food additives, color additives, drug, cosmetic or medical or veterinary device
  - 3) Distilled spirits (alcohol) consumer product

Note these items and labels shall still identify the material to the extent that it is understood that the material is hazardous.

## SIGNAGE

Process vessels or tanks may be labeled using signs or labels and National Fire Protection Association (NFPA) Placards. (Note: ***Hazard classification for GHS is different from NFPA.*** For the GHS system, a classification of 1 is most severe where under the NFPA numbering system a 4 is most hazardous. Refer to the “**REFERENCES**” to review OSHA QuickCard Comparison of NFPA 704 and HazCom 2012 Labels.)

## REFERENCES

- A. 8 CCR 5194 Hazard Communication  
<https://www.dir.ca.gov/title8/5194.html>
- B. 8 CCR 3204 Access to Employee Exposure and Medical Records  
<https://www.dir.ca.gov/title8/3204b.html>
- C. Hazard Communication Safety Data Sheets  
[https://www.osha.gov/Publications/HazComm\\_QuickCard\\_SafetyData.html](https://www.osha.gov/Publications/HazComm_QuickCard_SafetyData.html)
- D. Hazard Communication Standard Labels  
<https://www.osha.gov/Publications/OSHA3492QuickCardLabel.pdf>
- E. Hazard Communication Standard Pictograms  
<https://www.osha.gov/Publications/OSHA3491QuickCardPictogram.pdf>
- F. OSHA QuickCard Comparison of NFPA 704 and HazCom 2012 Labels  
[http://www.nfpa.org/Assets/files/AboutTheCodes/704/NFPA704\\_HC2012\\_QCard.pdf](http://www.nfpa.org/Assets/files/AboutTheCodes/704/NFPA704_HC2012_QCard.pdf)

# Citrus Heights Water District Hearing Conservation Plan

## 1.0 PURPOSE

The purpose of this hearing conservation plan is to prevent occupational hearing loss and ensure CHWD complies with OSHA Standard CFR 1910.95, Occupational Noise Exposure.

Operations Manager is responsible for assuring implementation of Company policy concerning hearing conservation.

## 2.0 NOISE MONITORING

### A. Noise Survey

1. The Safety Committee will perform the survey.
2. Upon new equipment purchase or when an employee complains of excess noise.
3. Utilizing a noise dosimeter.
4. Results of survey: The following activities, locations, operations, etc. (as applicable) were found not to equal or exceed 85dBA as an eight-hour average:

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### B. Monitoring

1. When information indicates any employee's exposure may equal or exceed an eight-hour time weighted average of 85 decibels, a monitoring program will be implemented.
2. Where circumstances such as high worker mobility, significant variations in sound level, or a significant component of impulse noise make area monitoring generally inappropriate, representative sampling will be used to comply with the monitoring requirements of the standard unless sampling produces equivalent results.
3. All continuous, intermittent and impulse sound levels from 80 decibels to 130 decibels will be integrated into the noise measurements.
4. Instruments used to measure employee noise exposure will be calibrated to ensure measurement accuracy.



5. Monitoring will be repeated whenever a change in production, process, equipment or controls increases noise exposure to the extent that:

- Additional employees may be exposed at or above the action level; or
- The attenuation provided by the hearing protection devices being used by employees may be rendered inadequate to meet the requirements of paragraph (j) of the standard.

### 3.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. Provision and use of hearing protection is required as a condition of employment for all employees who work in areas or at operations in which their noise exposure exceeds 90dBA as an eight hour average.

2. Employees who do not use provided PPE will be subject to disciplinary procedures as found in CHWD Policy #4513

3. PPE will be available on request for all employees who work in areas or at operations in which their noise exposure equals or exceeds 85dBA as an eight hour average.

#### Provision of PPE

A choice of several types of hearing protective devices will be provided to allow employees to select the most comfortable hearing protection. It is recommended that at least two types of earplugs and one type of earmuff be made available. The OSHA Standard 1910.95 requires that a variety of hearing protection devices be made available.

- a. Types of PPE provided are earplugs and earphones
- b. Employees will obtain and replace PPE by contacting Purchasing Specialist
- c. A choice of several types of hearing protection devices is provided to allow employees the most comfortable style or type. Employees are encouraged to try different types in order to determine their preference.

### VI. EMPLOYEE EDUCATIONAL TRAINING

A. An annual training program will be provided for all employees who are exposed to noise levels at or above an eight-hour average of 85dBA.

B. Training will be conducted by the Safety Officer/Safety Committee and will include information on:

- 1. The effects of noise on hearing.
- 2. The purpose and use of hearing protectors.

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CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

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POLICY TYPE : HUMAN RESOURCES  
POLICY TITLE : INJURY AND ILLNESS PREVENTION  
POLICY NUMBER : 4702  
DATE ADOPTED : JUNE 3, 1992  
DATE AMENDED : MAY 8, 2007  
AMENDMENTS : (1) AUGUST 7, 2001

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4702.00                    INJURY AND ILLNESS PREVENTION

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of freedom from accidents and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. To this end, the District shall institute and maintain an Injury and Illness Prevention Program (IIPP) based on the model IIPP program provided by the Association of California Water Agencies - Joint Powers Insurance Authority (ACWA-JPIA). The IIPP shall be reviewed annually and updated as necessary.

Injuries are costly to the individual worker, often significantly changing the employee's future or impairing the security of the employee's family. They are also costly to the District, both directly and indirectly, with indirect costs often being much higher than the direct costs. It is the firm and continuing policy of the Board of Directors that industrial accidents shall be significantly reduced or eliminated with the use of reasonable administrative procedures, engineering controls and by the aggressive promotion of safe work practices within the District.

Each employee has a responsibility to themselves for their own safety, as well as a responsibility to their family, to their fellow workers, to their community, and to their employer in the performance of their duties. Therefore, employees shall be expected to observe safety practices, rules, and operating procedures, as well as instructions relating to the efficient performance of their work. Optimum safety and efficiency in District operations is reached only when all employees are keenly alert and safety conscious.

4702.10                    SAFETY COMMITTEE

The District shall establish a Safety Committee to support the Injury and Illness Prevention Program and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards.

4702.11                    Composition

The Safety Committee shall be composed of the following five (5) members:

1. The District's Safety Officer shall serve as the Chair of the Safety Committee.

2. One (1) representative from administrative / customer service / water conservation personnel shall be selected by the Assistant General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
3. Two (2) representatives from operations / water quality personnel shall be selected by the Operations Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
4. One (1) representative from project management / engineering personnel shall be selected by the Project Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.

4702.12      Coordination and Responsibilities

The Safety Committee generally meets monthly. The meeting date, time and place will be determined by the Safety Committee members and coordinated by the Safety Officer as the presiding member.

The Safety Committee's primary responsibility is to review all reports of incidents or accidents submitted to the Safety Officer, determine cause and recommend actions to be taken to eliminate hazards or educate/train employees on safe work practices and techniques. The Safety Committee will conduct inspections of District facilities at least once a year, to document hazards, and recommending actions needed to eliminate or minimize the risk to employees. In addition, the Safety Committee will prepare written records of the safety committee meetings, review results of the periodic scheduled inspections, review investigations of accidents and exposures and make recommendations to management for the prevention of future incidents, investigate alleged hazardous conditions, and evaluate employee safety suggestions and make recommendations to the General Manager for action by the Board of Directors.

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CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

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POLICY TYPE : HUMAN RESOURCES  
POLICY TITLE : INJURY AND ILLNESS REPORTING  
POLICY NUMBER : 4703  
DATE ADOPTED : JUNE 3, 1992  
DATE AMENDED : NOVEMBER 19, 2014  
AMENDMENTS : (1) MAY 8, 2007

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4703.00

INJURY AND ILLNESS REPORTING

All job-related injuries and illnesses, regardless of severity, must be reported immediately to the affected employee's supervisor, the Safety Officer, the Human Resources Specialist and the General Manager in order to provide prompt and trained evaluation and medical attention, if necessary, and to ensure accurate and timely reporting for Cal-OSHA and Worker's Compensation Insurance. Additional procedures for reporting and actions to be followed by the affected employee, the employee's supervisor and other District staff are contained in the District's Return to Work Program (see Human Resources Policy 4730).

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CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

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POLICY TYPE : OPERATIONS  
POLICY TITLE : CONFINED SPACE ENTRY PROGRAM  
POLICY NUMBER : 5130  
DATE ADOPTED : JANUARY 7, 1997  
DATE AMENDED :  
AMENDMENTS :

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5130.00                    CONFINED SPACE ENTRY PROGRAM

The District will implement, and cause to remain in effect, a Confined Space Entry Program. The District will conduct initial and on-the-job confined space entry safety training as well as First Aid and Cardiopulmonary Resuscitation certification training for all employees designated as confined space workers. Refresher training will be conducted at least annually with periodic exercises scheduled during the calendar year.

This Policy prescribes minimum standards for preventing employee exposure to confined space hazards as required by the California Administrative Code, General Safety Orders, Title 8, Article 108, dated August 4, 1995.

District Management recognizes the dangers associated with entry into a confined space as defined by the California Administrative Code. Employees are required to share that concern by practicing safe working habits for their own benefit as well as that of their fellow employees. District policy and federal law requires that employees be provided places of employment from recognized safety hazards and with proper tools and equipment necessary to accomplish their work assignment in as safe a manner as possible.

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# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MARCH 14, 2017 REGULAR MEETING

SUBJECT : PROPOSED LEGISLATION REGARDING EXECUTIVE ORDER (EO) B-37-16  
(Water Conservation Mandates)

STATUS : Information/Discussion/Action Item

REPORT DATE : April 3, 2017

PREPARED BY : Rex W. Meurer, Water Efficiency Supervisor  
Kelly R, Drake, Senior Water Efficiency Specialist

### **OBJECTIVE:**

Update the Board and receive direction regarding proposed State legislation, Assembly Bill (AB) 1654 (Rubio D-Baldwin Park).

### **BACKGROUND AND ANALYSIS:**

The following is an update concerning the State's policy and regulatory response to the recent drought. As a reminder, the State Water Board's **short term regulations** have been extended through October 2017. Key elements of these short term regulations include, but are not limited to: 1) prohibition concerning run-off; 2) prohibition concerning washing off driveways except for health and safety reasons.

Regarding the State's **long-term regulations**, up to the present, the State has issued an Executive Order (EO) B-37-16. However, the State is seeking to expand upon/make permanent the Executive Order by codifying many of its regulations through legislation. Current long-term policies that are either addressed or will be addressed by proposed legislation cover the following areas: 1) water budgets (new utility billing protocol); 2) water loss; 3) water shortage contingency planning; 4) water run-off prohibition.

The first attempt to convert the Executive Order's regulations into legislation is the proposed AB 1654 (Rubio-D, Baldwin Park). AB 1654 will expand the current requirement for local water agencies to demonstrate that there are adequate water supplies during drought conditions from three years to five years (the so-called "Stress Test" requirement). An executive summary of the legislation is provided as Attachment 1.

ACWA and RWA are recommending that their member agencies support this legislation, and have prepared a form letter of support, included as Attachment 2, to this agenda report. Staff has reviewed the legislation and its potential impact to CHWD, and agrees with ACWA'S and RWA's positions concerning AB 1654, and recommends Board support of this legislation as currently proposed. Staff seeks authorization to submit the accompanying letter (Attachment 2).

Lastly, staff will continue to monitor regulatory and legislative developments at the State capital concerning water conservation through its participation in RWA's lobbying program and through monitoring ACWA's legislative advocacy efforts.

### **RECOMMENDATION:**

Staff recommends supporting AB 1654 as currently drafted, and authorizing the General Manager to sign the attached letter of support on behalf of the District.

Attachment List:

- 1) Executive Summary to AB 1654
- 2) Letter of Support for AB 1654

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

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# **ATTACHMENT 1**

## **Executive Summary to AB 1654**



# **Attachment 1-Executive Summary for AB 1654**

## **Executive Summary for AB 1654**

AB 1654 by Assembly Member Rubio proposes to require each urban retail water supplier to conduct an annual water shortage contingency analysis and implement certain actions and reporting when a water shortage is determined. AB 1654 also proposes changes to the Urban Water Management Planning Act, which would require urban water suppliers, as part of their five-year water supply planning and reporting, to include a detailed description of their water shortage contingency analysis, related actions, and monitoring processes.

**ATTACHMENT 2**  
**Agency Support Letter**



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*Board of Directors*  
**Caryl F. Sheehan**  
**Raymond A. Riehle**  
**Allen B. Dains**

*General Manager/  
Secretary*  
**Hilary M. Straus**

*Accounting  
Supervisor/ Treasurer*  
**Susan K. Sohal**

*Senior Accountant/  
Assessor/Collector*  
**Alberto Preciado**

April 11, 2017

The Honorable Blanca Rubio  
California State Assembly  
State Capitol, Room 5175  
Sacramento, CA 95814

**Re: AB 1654 (Rubio): Urban Water Management Planning**  
**Position: SUPPORT**

Dear Assembly Member Rubio:

On behalf of Citrus Heights Water District, I am writing to express our support for SB 1654, your measure which would enhance existing urban water management planning requirements and strengthen water suppliers' abilities to plan and prepare for future droughts.

AB 1654 would enhance existing reporting and drought response requirements related to water shortage contingency analyses. Under the bill, urban retail water suppliers ("water suppliers") would report annually to the Department of Water Resources on the status of their water supplies for that year and whether supplies will be adequate to meet projected customer demand. If supplies are not adequate to meet demand, the water supplier would be required to implement the appropriate responses as described in their water shortage contingency analysis.

AB 1654 would also prohibit a water supplier from being required to reduce its use or reliance on any water supply available beyond the steps specified in its water shortage contingency analysis, protecting water suppliers' and their customers' investments in resilient water supply sources.

For these reasons, Citrus Heights Water District supports AB 1654. If you or your staff have any questions, please contact me at 916)725-6873 or [hstraus@chwd.org](mailto:hstraus@chwd.org).

Sincerely,

Hilary M. Straus  
General Manager

cc: The Honorable Eduardo Garcia, Chair, Assembly Water, Parks, and Wildlife  
Committee,  
Members of the Assembly Water, Parks, and Wildlife Committee

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE NEW “OPTION TO PURCHASE AND PURCHASE AND SALE AGREEMENT” TEMPLATE  
 STATUS : Action Item  
 REPORT DATE : April 6, 2017  
 PREPARED BY : Josh Nelson, Assistant General Counsel

### **OBJECTIVE:**

Consider approving new agreement template for use with the purchase of District property.

### **BACKGROUND AND ANALYSIS:**

The District is currently in the process of evaluating potential new well sites as one of its strategic planning goals. To accomplish this goal, on May 10, 2016, the Board approved bids by three test well drillers, who are available to CHWD when the District needs to evaluate the hydrology of a potential well site. Further, on October 11, 2016, the Board approved a “Right of Entry and Option to Purchase” agreement template, developed by former General Counsel Albietz, to facilitate the land acquisition process when a suitable parcel has been identified for the District to purchase for a new well site.

As Best Best Best & Krieger LLP has been on board since March 14th, we have been reviewing key documents associated with the well property acquisition process and have some recommendations to modify the process and documents. These recommendations are incorporated into a new template, entitled “Option to Purchase and Purchase and Sale Agreement (PSA).” Some important changes are below:

- Process. The District currently executes a Right of Entry and Option to Purchase. If the test well is successful, the District then executes a Purchase and Sale Agreement. The proposed PSA would combine these two documents into a single agreement. This would streamline the process and save legal expenses.
- Arbitration. The current agreement includes an arbitration clause. We recommend deleting this. While there are advantages to arbitration (i.e., short timing), it limits the District’s appellate rights and full access to the courts.
- Boilerplate. The modified agreement contains some updated boilerplate language related to environmental issues and others. This language reflects current best practices.

Staff recommends that the Board review and approve the template PSA. It is important to note that this template will be slightly modified to address each individual site and seller. For example, the template refers to existing improvements on the site. Of course, in situations where the District is purchasing vacant land, these provisions can be deleted. However, as noted above, utilizing a standard template agreement will help ensure consistency and allow staff to simply tailor the template to each situation. This will save staff time and reduce legal expenses. The Board would approve any proposed changes to the template PSA for each site when approving the purchase of that site.

**RECOMMENDATION:**

Approve template agreement for acquisition of well sites.

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

**OPTION TO PURCHASE AND PURCHASE AND SALE AGREEMENT  
WITH JOINT ESCROW INSTRUCTIONS**

This Option to Purchase and Purchase and Sale Agreement with Joint Escrow Instructions (this "**Agreement**") is made as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), between \_\_\_\_\_, a \_\_\_\_\_ ("**Seller**"), and CITRUS HEIGHTS WATER DISTRICT, a California irrigation district ("**Buyer**").

ARTICLE 1. OPTION AND RIGHT OF ENTRY.

1.1 Grant of Option. For the consideration described below, Seller grants to Buyer the exclusive right ("**Option**") to purchase the Property (as defined below) for the Purchase Price (as defined in Section 3.1, and upon the terms and conditions described herein.

1.2 Consideration. As consideration for the granting of the Option, Buyer will pay to Seller within thirty (30) days from the Effective Date the sum of \_\_\_\_\_ (\$\_\_\_\_\_) (the "**Option Payment**"). The Option Payment will be applied to the Purchase Price (as described herein) if Buyer elects to exercise the Option.

1.3 Option Period. The Option shall commence on the Effective Date and terminate two (2) years after the Effective Date of this Agreement, and shall end at 5:00 p.m. PST on the date ("**Expiration Date**") which is two (2) years after the Effective Date ("**Option Period**").

1.4 Exercise of Option. Buyer may elect to exercise the Option at any time during the Option Period by delivering written notice of such election ("**Exercise Notice**") to Seller as set forth in Section 12.1. The date that Buyer delivers the Exercise Notice to Seller, as provided in Section 12.1, shall be the "**Option Exercise Date.**"

1.5 Termination. If Buyer fails to properly and timely exercise the Option, Buyer's rights will automatically and immediately terminate without further notice. Upon termination of the Option, the Parties agree that the Option Payment shall be non-refundable and may be retained by Seller as consideration in full satisfaction for its granting of the Option. The Option Payment shall become the sole and exclusive property of Seller and Buyer shall not be entitled to any refund, credit or set off for the payment of the Option Payment.

1.6 Entry and Investigation of Property/Entry License. During the Option Period, Seller hereby grants to Buyer an irrevocable license to enter upon the Property at all times, without prior notice to Seller, and to perform, at Buyer's sole cost and expense, such engineering surveys, investigations, soil tests and other studies as deemed necessary by Buyer to assess the suitability of the Property for purchase. Such investigations may include Buyer drilling a test well and conducting related construction activities necessary for Buyer to determine the Property's suitability for a groundwater well. Buyer shall indemnify and hold Seller harmless from and against all actual and alleged liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from Buyer's entry onto the Property pursuant to this Section , provided that Buyer shall not be responsible for any actual and alleged liability,

loss, damage, costs, or expenses related to Seller's negligence or willful misconduct. To the degree reasonably practicable, Buyer agrees to restore the Property to its original condition after the completion of such tests. Seller understands and agrees that Buyer may be unable to remove the test well as part of its repair work. In such event, Buyer shall cap, remediate and otherwise decommission such test well consistent with Buyer's reasonable judgment.

## ARTICLE 2. AGREEMENT OF SALE.

In the event that Buyer exercises its Option consistent with ARTICLE 1 and subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following (collectively, the "**Property**"):

2.1 Land. The real property which is more particularly described in Exhibit A, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property, before or after the vacation thereof (collectively, the "**Land**");

2.2 Improvements. Any and all structures, systems, facilities, fixtures, fences and parking areas located on the Land and any and all machinery, equipment, apparatus and appliances used in connection with the operation or occupancy of the Land (such as heating and air conditioning systems and facilities used to provide utility services, refrigeration, ventilation, garbage disposal or other amenities on the Land) and other improvements located upon the Land, including, but not limited to, \_\_\_\_\_ improvements and property known as the "\_\_\_\_\_" located at \_\_\_\_\_, California (collectively, the "**Improvements**").

The Land and the Improvements are sometimes collectively referred to in this Agreement as the "**Property**";

2.3 Personal Property. All of Seller's right, title and interest in and to any personal property located within or used in connection with the Property, including, without limitation, that described in the Personal Property Inventory attached hereto as Exhibit B (collectively, the "**Personal Property**").

2.4 Other Assets. To the extent owned by Seller, all tangible and intangible assets of any nature relating to the Property or the Personal Property, including without limitation (a) all warranties upon the Improvements or Personal Property, to the full extent such warranties are assignable, (b) copies of all plans, specifications, engineering drawings and prints relating to the construction of the Improvements, (c) all distribution rights or license agreements, copyrights, logos, designs, trademarks, trade names, service marks and all goodwill associated with the Property, (d) all other intellectual or intangible property used by Seller in connection with the Property; and (e) all claims and causes of action arising out of or in connection with the Property.

ARTICLE 3. PURCHASE PRICE.

3.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be \$\_\_\_\_\_. Within 10 days of the Option Exercise Date, Buyer shall deposit \$\_\_\_\_\_ ("**Deposit**") into Escrow.

ARTICLE 4. DUE DILIGENCE.

4.1 Due Diligence Period; Inspection and Access.

4.1.1 Due Diligence Period. The "**Due Diligence Period**" means the period beginning the later of (a) the Option Exercise Date or (b) the date on which Buyer has received all of the Due Diligence Documents (defined in Section 4.2) from Seller and ending at 5:00 p.m. on the date 30 days later.

4.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation ("**Due Diligence Investigation**") may include, at Buyer's option: a physical inspection of the Land and all Improvements thereon, including soil, geological and other tests, engineering evaluations of the mechanical, electrical, HVAC and other systems in the Improvements and review of the Plans; review of all governmental matters affecting the Property, including zoning, environmental and building permit and occupancy matters; review and verification of all financial and other information previously provided by Seller relating to the operation of the Property; review of the condition of title to the Property, including the building, structural system and roof inspection; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 4.2, Buyer and its representatives shall have the right of access during reasonable business hours to all files, books and records maintained by Seller or its agents (including, without limitation, all of the Additional Documents to be made available to Buyer at the Property pursuant to Section 4.3), wherever located, relating to the Property, including the right to copy the same. Buyer and its representatives shall also have the right of access to the Property during reasonable business hours to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to the Property, its records, or provide information so long as it is within Seller's control.

4.2 Delivery of Preliminary Documents. Within 5 business days after the Option Exercise Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section (collectively, the "**Preliminary Documents**") in Seller's possession or control.

4.2.1 Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than 10 days before the Option Exercise Date,



covering the Property and issued by a title insurance company or companies acceptable to Buyer (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. In the event that Buyer has already obtained a Preliminary Title Report for its purposes during the Option Period or otherwise, Seller may satisfy its obligations under this Section by obtaining an updated Preliminary Title Report from such Title Company. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in this Section.

4.2.2 Plans. Copies of all as-built plans and specifications for the Improvements, including without limitation the plans and specifications for and a complete description of all existing renovations and improvements to the Property (collectively, the "**Plans**");

4.2.3 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

4.2.4 Engineers' Reports. Any structural, mechanical, environmental or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control;

4.2.5 Operating Statements; Tax Bills. Copies of operating statements for the Property certified by Seller including an itemization of income and expenses and copies of all real property tax bills for the Property for such periods;

4.2.6 Licenses, Etc. Copies of any licenses, permits or certificates required by governmental authorities in connection with construction or occupancy of the Improvements, including, without limitation, building permits, certificates of completion, certificates of occupancy and environmental permits and licenses, distribution agreements, license agreements, exclusive or nonexclusive showing rights;

4.2.7 Inspection Reports. Copies of all written reports received by Seller within three (3) years prior to the Option Exercise Date from Seller's insurance companies, any governmental agency or any other person or entity, which requires or demands correction of any condition, or requests modification in or termination of any uses of the Property, accompanied by Seller's summary of (a) any oral reports from such insurance companies or governmental agencies, and (b) the present status of any matter noted in any oral or written report.

4.3 Additional Documents and Information. From the Effective Date through the Closing Date, Seller shall make available to Buyer at the Property in accordance with Section 4.1, the documents and information described in this Section (collectively, the "**Additional Documents**");

4.3.1 Agreements. Copies of written, and written descriptions of oral, easements, covenants, restrictions, agreements, contracts and other documents, whether existing

or, to the knowledge of Seller, proposed as of the Effective Date, including without limitation any agreements relating to the insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property, which (a) affect the Property, (b) are not disclosed by the Preliminary Title Report, and (c) have not been delivered to Buyer pursuant to Section 4.2. If no such documents exist, Seller shall furnish its certification to that effect;

4.3.2 Warranties. Copies of any and all guarantees or warranties and other rights given to Seller in connection with the construction, maintenance, repair or remodeling of the Improvements, periodic inspections, or the purchase of any of the Personal Property. If no such documents exist, Seller shall furnish its certification to that effect;

4.3.3 Insurance Policies. Copies of certificates evidencing the insurance carried by Seller of the Property;

4.3.4 Other Documents. All data, correspondence, documents, agreements, waivers, notices, applications and other records with respect to the Property relating to transactions with taxing authorities, governmental agencies, utilities, vendors and others with whom Buyer may be dealing from and after the Closing Date; and

4.3.5 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request.

4.4 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller no later than the expiration of the Due Diligence Period. Buyer's disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer's desire to enter into negotiations with Seller for the purpose of reaching an accommodation concerning the disapproval. If Buyer so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the disapproval within 10 days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller and recover the Deposit, or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and Additional Documents previously delivered by Seller to Buyer within 5 business days of such termination.

#### 4.5 Title Review.

4.5.1 Monetary Liens. At its expense, Seller shall remove all liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment

and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

4.5.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer's sole discretion, by the expiration of the Due Diligence Period. If Buyer disapproves, Buyer may either (a) terminate this Agreement by giving Seller written notice of termination or (b) give Seller a written notice ("**Disapproval Notice**") identifying the disapproved title matters ("**Disapproved Title Matters**"). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within 5 days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option: (i) subject to satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 10.6.1.

4.5.3 Buyer's Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least 5 days prior to Closing or provision for their removal at the Closing has not been made to Buyer's satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.5.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 10.6.1.

4.5.4 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the end of the Due Diligence Period, then Buyer shall be deemed to have disapproved the same.

## ARTICLE 5. CONDITIONS PRECEDENT.

5.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

5.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation;

5.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 4.5.

5.1.3 Title Policy. Seller having caused the Title Company to deliver to Buyer (a) a CLTA Owner's policy of title insurance, provided that Buyer may require an ALTA Owner's Policy if Buyer pays the incremental premium for ALTA coverage ("**Title Policy**") (or

at Buyer's election a binder therefor) for the Property, or (b) the Title Company's irrevocable commitment to issue such policy of title insurance, (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were approved by Buyer pursuant to Section 4.5; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**").

5.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

5.1.5 Representations and Warranties. The representations and warranties of Seller set forth in ARTICLE 6 being true and accurate on the Closing Date, as if made on such date.

5.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of Exhibit C.

5.1.7 California Certification. Seller having furnished the residency certification required pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

5.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer.

5.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

5.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

## ARTICLE 6. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

6.1 Defects. The Improvements and the Personal Property are in good condition and repair and are free of any latent or patent design, construction, physical or mechanical defects and there is no actual or threatened settlement, earth movement, termite infestation or damage affecting the Property.

6.2 Compliance. The Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private.

6.3 Documents. All of the Preliminary Documents and the Additional Documents which have been delivered or made available to Buyer pursuant to ARTICLE 4, and all other documents delivered to Buyer by or on behalf of Seller (a) are true, correct and complete copies of what they purport to be, (b) represent truly the factual matters stated therein, (c) are in full force and effect, (d) have not been modified, except as set forth therein and (e) do not omit any information required to make the submission thereof accurate and complete in all material respects.

6.4 Taxes and Condemnation. There are no presently pending special taxes or assessments which will affect the Property. There are no presently pending or, to Seller's knowledge, contemplated proceedings to condemn or demolish the Property or any part of it.

6.5 Utilities. All water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by law or by the normal operation of the Property, are (a) installed to the property lines of the Property, (b) connected to the Property, (c) adequate to service the Property in its present use and to permit full compliance with all requirements of law and normal usage by the occupants of the Property and (d) in good working order and repair. All such utilities and storm and sanitary sewers required for the operation of the Property enter the Land through adjoining public streets or through adjoining private land in accordance with valid public or private easements that will inure to the benefit of Buyer.

6.6 Licenses. Seller has all required licenses, permits (including, without limitation, all building permits and occupancy permits), easements and rights-of-way which are required in order to continue the present use of the Property. Seller has no knowledge of any law or regulation of any governmental authority having jurisdiction which might require the Property to be improved beyond its present state or which might restrict the use and enjoyment of the Property in the manner it is presently being used and enjoyed.

6.7 Contracts/Leases/Occupancy Rights. There are no agreements or other obligations to which Seller is party or, to Seller's knowledge, by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases, occupancy or operating agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property. There are no collective bargaining agreements, other union contracts of any nature, pension plans or other benefit plans of any nature in existence to which Seller is a party and which affect the Property or the operation thereof.

6.8 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

6.9 Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the

Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

6.10 Hazardous Materials.

6.10.1 Definitions. For purposes of this Agreement:

(a) "**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., [The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq.], as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) "**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) "**Release**" means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

6.10.2 Representations.

(a) To the best of Seller's knowledge the Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) To the best of Seller's knowledge neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) To the best of Seller's knowledge there is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) To the best of Seller's knowledge all required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) To the best of Seller's knowledge there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) To the best of Seller's knowledge, no asbestos abatement or remediation work has been performed on the Property.

(g) To the best of Seller's knowledge, there is no PCB-containing equipment or PCB-containing material located on or in the Property.

6.11 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

6.12 Seller's Authority. Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller (or its board of directors or shareholders) in order to consummate the transactions contemplated herein. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

6.13 Zoning. Seller has received no written notice from any governmental agency that the Property is not in compliance with zoning requirements and laws.

6.14 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

6.15 No Employees. Other than the caretaker who provides certain specified services to Seller regarding the Property, but whose service shall end at Closing, there are no on-site employees of Seller at the Property. On or before Closing, Seller shall terminate such employment at the Property and any residence or occupancy thereof and Buyer shall have no obligation to employ or continue to employ any individual employed by Seller or its affiliates in connection with the Property.

6.16 Misstatements and Omissions. Neither the representations and warranties made by Seller in this ARTICLE 6 nor elsewhere in this Agreement contain any untrue statement of a material fact.

#### ARTICLE 7. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

7.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

7.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

#### ARTICLE 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

8.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty in ARTICLE 6 and ARTICLE 7, respectively, shall survive the Closing Date and shall not merge with the delivery to Buyer of the Grant Deed.

8.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.



### 8.3 Indemnification.

8.3.1 Seller's Indemnity. Seller's obligations pursuant to this Section shall survive the Closing. Seller at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Buyer, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action and compliance requirements, enforcement and clean-up actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses of all experts and consultants (collectively, the "**Losses**"), arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Seller contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Seller contained in this Agreement;

(b) Seller's ownership of the Property or the operation of the Property prior to the Closing Date; or

(c) the presence on, in or under the Property of any Hazardous Material on or before the Closing Date, any Release of any Hazardous Material, on, under or from the Property prior to the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials on or before the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph (c) shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

8.3.2 Buyer's Indemnity. Buyer's obligations pursuant to this Section shall survive the Closing. Buyer at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Seller, and their respective directors, officers and agents from and against any and all Losses, arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Buyer contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Buyer contained in this Agreement;

(b) Buyer's ownership of the Property or the operation of the Property after the Closing Date; or

ARTICLE 9. SELLER'S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this ARTICLE 9 from the Option Exercise Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

9.1 Contracts and Documents. Seller shall not, without Buyer's approval, not to be unreasonably withheld or delayed, enter into any material agreement of any type affecting the Property that would survive the Closing Date.

9.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

9.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under the Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

9.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

9.5 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Seller shall, at a minimum, spend such amounts for repair and maintenance as are consistent with its prior practice. Seller shall promptly advise Buyer of any significant repair or improvement required to keep the Property in such condition. Seller shall not make any material alterations to the Property, or remove any of the Personal Property therefrom, without Buyer's prior consent, unless such Personal Property so removed is simultaneously replaced with new Personal Property of similar quality and utility.

9.6 Best Efforts. Seller shall use its best efforts to cause the conditions set forth in Section 5.2 to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in ARTICLE 6 becoming false or incorrect.

ARTICLE 10. CLOSING.

10.1 Time. Provided all conditions set forth in ARTICLE 5 have been either satisfied or waived, the parties shall close this transaction (the "**Closing**"), on the date which is 15 days after the expiration of the Due Diligence Period (the "**Closing Date**"), as such date may be extended by the provisions of this Article.

10.2 Escrow. This Article, together with such additional instructions as \_\_\_\_\_ Title Company, Attention: \_\_\_\_\_, \_\_\_\_\_, California \_\_\_\_, \_\_\_\_\_ ("**Escrow Holder** "Escrow Holder" "), shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder's additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions.

Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder's obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company's commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

10.3 Seller's Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

10.3.1 A duly executed and acknowledged grant deed, in the form acceptable to Buyer, conveying the Property to Buyer ("**Grant Deed**") in the form attached as Exhibit F;

10.3.2 A duly executed bill of sale, in the form of Exhibit D, conveying the Personal Property to Buyer free and clear of liens, encumbrances and restrictions ("**Bill of Sale**");

10.3.3 A duly executed assignment, in the form of Exhibit E, assigning to Buyer all of Seller's interest (a) in the Plans, (b) in all warranties of which Seller is the beneficiary with respect to the Property, and (c) in all intangible assets of the Property (the "**General Assignment**");

10.3.4 A certificate executed by Seller stating that all representations and warranties made by Seller pursuant to this Agreement are true and correct as of the Closing Date ("**Seller's Certificate**");

10.3.5 All costs of Closing, including, but not limited to, the CLTA increment of the premium for the Title Policy, recording fees, transfer taxes and fees, one-half of the escrow fees, sales tax and any other costs of Closing customarily paid by sellers of real property, plus or minus prorations as provided in Section 10.8; provided that, subject to Section 10.6, Buyer and Seller shall bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement;

10.3.6 Seller's Non-foreign Certification;

10.3.7 All records and files relating to the management or operation of the Property, including, without limitation, property tax bills, insurance, and property taxes; and

10.3.8 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

10.4 Deliveries Outside of Escrow. Notwithstanding Section 10.3, Seller and Buyer may elect to deliver the documents described in Section 10.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt

of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

10.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

10.5.1 The Purchase Price, minus the Option Payment, in accordance with the provisions of ARTICLE 3, plus or minus prorations as provided in Section 10.8, by cashier's or certified check or electronic transfer of federal funds to Escrow Holder, on or before the Closing Date; and

10.5.2 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

10.6 Default, Termination and Remedies.

10.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 5.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 4.4 (disapproval of Due Diligence Investigation), Section 4.5 (disapproval of title) or ARTICLE 11 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

10.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 5.2 has not been satisfied or waived by Seller by the Closing Date.

10.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 10.6.1 or 10.6.2, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

10.6.4 Remedies.

(a) Buyer's Remedies. If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein and by law, including the remedy of specific performance. No termination of the escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.

(b) Seller's Remedies/Liquidated Damages. IF BEFORE THE CLOSE OF ESCROW BUYER FAILS TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND (EXCEPT AS OTHERWISE PROVIDED

IN SECTION 10.6) DOES NOT CURE SUCH FAILURE WITHIN TEN BUSINESS DAYS AFTER SELLER GIVES BUYER WRITTEN NOTICE OF SUCH FAILURE, THEN SELLER MAY THEREAFTER: (I) TERMINATE THIS AGREEMENT; (II) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS PRIOR TO BUYER'S APPROVAL OF THE TITLE REVIEW; (III) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS AFTER BUYER'S APPROVAL PERIOD; AND (IV) EXERCISE THE OTHER RIGHTS AND REMEDIES RESERVED BY SELLER AS PROVIDED IN THIS SECTION. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BY REASON OF BUYER'S DEFAULT, BUYER AND SELLER SHALL BE RELIEVED OF ANY FURTHER OBLIGATION TO EACH OTHER WITH RESPECT TO THIS AGREEMENT AND THE PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BUYER AND SELLER: THAT SELLER WILL INCUR SUBSTANTIAL DAMAGES AS A RESULT OF ANY FAILURE BY BUYER TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT IN THE FORM OF, AMONG OTHER THINGS, ADDITIONAL INTEREST COSTS, MARKETING COSTS, OPPORTUNITY COSTS AND OTHER RELATED EXPENDITURES; THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO CALCULATE AND ASCERTAIN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED IN SUCH EVENT BY SELLER; AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE EXTENT TO WHICH SELLER MAY BE DAMAGED BY BUYER'S DEFAULT IN LIGHT OF THE DIFFICULTY THE PARTIES WOULD HAVE IN DETERMINING SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH DEFAULT BY BUYER.

\_\_\_\_\_  
SELLER'S INITIALS

\_\_\_\_\_  
BUYER'S INITIALS

(c) Waiver of Specific Performance. SELLER HEREBY WAIVES THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY AND SELLER AGREES THAT SELLER CAN BE ADEQUATELY COMPENSATED IN MONEY DAMAGES IF BUYER FAILS TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT. SELLER ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION BEING GIVEN TO BUYER FOR ENTERING INTO THIS AGREEMENT AND THAT BUYER WOULD BE UNWILLING TO ENTER INTO THIS AGREEMENT IN THE ABSENCE OF THE PROVISIONS OF THIS SECTION.

\_\_\_\_\_  
SELLER'S INITIALS

\_\_\_\_\_  
BUYER'S INITIALS

10.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 10.3 and 10.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

10.7.1 Record the Grant Deed;

10.7.2 Cause the Title Company to issue the Title Policy to Buyer;

10.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; (b) fully executed original counterparts of the Bill of Sale and the General Assignment; and (c) the Seller's Certificate and the Non-foreign Certification;

10.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 10.8) to Seller.

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

10.8 Prorations. Subject to the other provisions of this Section, all receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. Not less than five business days prior to the Closing, Seller shall submit to Buyer for its approval a tentative prorations schedule showing the categories and amounts of all prorations proposed. The parties shall agree on a final prorations schedule prior to the Closing and shall deliver the same to Escrow Holder. If following the Closing either party discovers an error in the prorations statement, it shall notify the other party and the parties shall promptly make any adjustment required.

10.8.1 Capital Expenditures and Accounts Payable. All capital and other improvements (including labor and material) which have been performed or contracted for, by or on behalf of Seller prior to the Closing Date, and all sums due for accounts payable which have been incurred with respect to the Property prior to the Closing Date shall be paid by Seller and shall be subject to the indemnification provisions of Section 8.3. Buyer shall furnish to Seller for payment any bills for such period received after the Closing Date, and Buyer shall have no further obligation with respect thereto.

10.8.2 Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation, all supplemental taxes attributable to the period prior to the Closing Date for the calendar year in which the Closing occurs, shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. If the amount of any installment of real property taxes is not known as of the Closing Date, then a proration shall be made by the parties based on a reasonable estimate of the real property taxes applicable to the Property and the parties shall adjust the proration when the actual amount becomes known upon the written request of either party made to the other.

10.8.3 Utility Charges. All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

10.9 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer on the Closing Date, subject only to the Conditions of Title.

## ARTICLE 11. DAMAGE, DESTRUCTION AND CONDEMNATION.

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code as supplemented and modified by this ARTICLE 11. Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material part of the Property has been damaged or whether such taking or threatened taking has affected or will affect a material part of the Property. As used herein, (a) the destruction of a "**material part**" of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Buyer equals or exceeds \$200,000; and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a "**material part**" of the Property if in the reasonable judgment of Buyer the estimated value of the portion of the Property taken exceeds \$200,000. Upon making its determination, Buyer shall notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 10.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed 30 days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this ARTICLE 10.

## ARTICLE 12. GENERAL.

12.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notice are:

SELLER: \_\_\_\_\_  
Attn \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
Attn \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

BUYER: Citrus Heights Water District  
Attn: General Manager  
6230 Sylvan Road  
Citrus Heights, CA 95610  
Phone: 916.725.6873

With a copy to: \_\_\_\_\_  
Attn \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Either party may change its address by written notice to the other given in the manner set forth above.

12.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

12.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

12.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.



12.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

12.7 Confidentiality and Publicity. Seller shall at all times keep this transaction and any documents received from Buyer confidential, except to the extent necessary to (a) comply with applicable law and regulations, or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. No press release or other public disclosure may be made by Seller or any of its agents concerning this transaction without the prior consent of Buyer.

12.8 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

12.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

12.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

12.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

12.12 Cooperation With Exchange. Each party agrees to cooperate with the other if such party intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the

Internal Revenue Code of 1986. Buyer and/or Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller's duty to cooperate shall be limited to the transfer of the Property to Buyer or Buyer's designee and in no event will Seller exchange the Purchase Property for any exchange property designated by Buyer. The requesting party shall indemnify and defend and hold the other party harmless from any claims, loss, damages or liability arising out of participation in an exchange.

12.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

12.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

12.15 Commissions, Indemnity, Disclosure. Each party represents to the other party that there is no broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Seller shall be responsible for any broker commission associated with this purchase. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 12.15 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

12.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

CITRUS HEIGHTS WATER DISTRICT, an irrigation district

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Board Clerk

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
General Counsel

SELLER:

\_\_\_\_\_, a California corporation

By \_\_\_\_\_

Its \_\_\_\_\_

APPROVED AS TO FORM:  
LAW OFFICES OF \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Attorney for Seller

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: \_\_\_\_\_, 20\_\_\_\_ \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

EXHIBIT A  
LAND DESCRIPTION

EXHIBIT B  
PERSONAL PROPERTY INVENTORY

**EXHIBIT C**  
**TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITRUS HEIGHTS WATER DISTRICT, an irrigation district (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by \_\_\_\_\_ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's U.S. employer identification number is \_\_\_\_\_; and

3. The Transferor's office address is \_\_\_\_\_.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

EXHIBIT D  
BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made as of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ ("Transferor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Purchase and Sale Agreement dated May \_\_, 20\_\_ (the "Agreement"), Transferor hereby sells, transfers, assigns and delivers to the CITRUS HEIGHTS WATER DISTRICT, an irrigation district ("Transferee"), any and all personal property (the "Personal Property") located within or used in connection with that certain improved real property commonly known as \_\_\_\_\_, CA (the "Real Property"), as more particularly described in Schedule 1 attached hereto. The Personal Property shall include, without limitation, the items described in the Personal Property Inventory attached hereto as Schedule 2.

1. Transferor hereby assigns all warranties, guarantees and indemnities, whether those warranties are express or implied, and all similar rights which Transferor may have against any other manufacturer or supplier of the Personal property or any portion thereof or against any seller, engineer, contractor or builder, in respect of the Personal Property.

2. Transferor warrants that each item of the Personal Property is in good condition, order and repair and suitable for its intended purpose on the date of this Bill of Sale.

3. Transferor at any time at or after the date of this Bill of Sale shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Transferee, and shall take any other action consistent with the terms of this Bill of Sale that may reasonably be requested by Transferee for the purpose of granting and confirming to Transferee, or reducing to Transferee's possession, any or all of the Personal Property. If requested by Transferee, Transferor further agrees to prosecute or otherwise enforce in its own name for the benefit of Transferee any claims, rights or benefits included in the Personal Property that require prosecution or enforcement in Transferor's name. Transferor also hereby appoints Transferee as its agent to act in Transferor's name and on Transferor's behalf to take any action necessary to effect the transfer of any of the Personal Property to Transferee, or prosecute or otherwise enforce any claims, rights or benefits included in the Personal Property in Transferor's name, including bringing suit in Transferor's name.



4. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

DATED: \_\_\_\_\_, 20\_\_.

TRANSFEROR:

\_\_\_\_\_, a California corporation

By \_\_\_\_\_

Its \_\_\_\_\_

SCHEDULE 1  
LEGAL DESCRIPTION OF REAL PROPERTY

SCHEDULE 2  
PERSONAL PROPERTY INVENTORY

**EXHIBIT E**  
**GENERAL ASSIGNMENT**

This Assignment (the "Assignment") is made as of \_\_\_\_\_, by \_\_\_\_\_, a California corporation ("Assignor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated May \_\_, 20\_\_ (the "Agreement"), Assignor hereby assigns and transfers to the CITRUS HEIGHTS WATER DISTRICT, an irrigation district ("Assignee"), with respect to the real property described in Schedule 1, following:

A. All equipment leases, service and/or maintenance agreements and contracts relating to the Real Property (collectively, the "Contracts"), as more particularly described in Schedule 2 attached hereto;

B. All permits, licenses, consents, registrations and other similar approvals applicable to the Real Property (collectively, the "Approvals"), which Approvals are more particularly described in Schedule 3 attached hereto;

C. All as-built plans and specifications for: (1) the Real Property; (2) any and all improvements used in connection with the operation or occupancy of the Real Property or located upon the Real Property (the "Improvements"); and (3) any and all personal property owned by Assignor located within or used in connection with the operation of the Real Property and Improvements (the "Personal Property") (collectively, the "Plans"); and

D. All warranties of which Assignor is the beneficiary (the "Warranties") with respect to the Improvements or Personal Property.

This Assignment shall not supersede the Agreement and, in the event of conflict between this Assignment and the Agreement, the Agreement shall control.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

\_\_\_\_\_, a California corporation

By \_\_\_\_\_

Its \_\_\_\_\_

[Acknowledgments Required]

**EXHIBIT F**  
**GRANT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

CITRUS HEIGHTS WATER DISTRICT  
6230 Sylvan Road  
Citrus Heights, CA 95610  
ATTN: Board Clerk

**EXEMPT FROM RECORDING FEES PURSUANT  
TO GOVERNMENT CODE SECTION 27383**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: \_\_\_\_\_

## Grant Deed

The undersigned Grantor(s) declare(s): Citrus Heights Water District is exempt from property taxes  
Documentary transfer tax is \$\_\_\_\_\_.

- Computed on full value of property conveyed, or  
 Computed on full value less value of liens and encumbrances remaining at time of sale.  
 Unincorporated area  City of \_\_\_\_\_ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT(S) to

the following described real property in the City of \_\_\_\_\_  
County of \_\_\_\_\_  
State of California:

SEE ATTACHED EXHIBIT A

Dated: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

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 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)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_, to the Citrus Heights Water District, an irrigation district, is hereby accepted by the undersigned officer on behalf of the Citrus Heights Water District, pursuant to the authority conferred by Resolution No. \_\_\_\_\_, adopted by the Board of Directors of the Citrus Heights Water District on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_\_\_

CITRUS HEIGHTS WATER  
DISTRICT

By \_\_\_\_\_



# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE NEW TEST HOLE  
DRILLING CONTRACT TEMPLATE

STATUS : Action Item

REPORT DATE : April 6, 2017

PREPARED BY : Josh Nelson, Assistant General Counsel

**OBJECTIVE:**

Consider approving new agreement template for use when drilling test holes for future wells.

**BACKGROUND AND ANALYSIS:**

The District is currently in the process of evaluating whether to acquire new well sites. As part of this process, the District will enter into an option to purchase and a purchase and sale agreement (PSA) with a potential seller. A template of this PSA is being considered by the Board during Item B-4. Once the PSA is executed with the seller, the District will conduct its formal due diligence of the site. Perhaps the most important part of this due diligence process is drilling a test well on the site.

The District currently has an on-call contract for test hole drilling. Currently, three well drillers are on an on-call contract that the Board approved at its May 10, 2016 meeting. These on-call contracts will expire December 31, 2017 unless extended by the District. As part of our review of the District’s land acquisition process and procedures, Best Best & Krieger LLP reviewed and revised the template test hole drillers contract. This new template reflects some new legal requirements and best practices since the current test hole drilling contract was executed. These edits are as follows:

- Payment/Performance Bond. The new template will include a payment/performance bond. This helps protect the District from potential claims and ensures sufficient funds are available to complete the project if the contractor defaults.
- New Prevailing Wage Requirements. Newly executed contracts must include a requirement that the contractor register with the Department of Industrial Relations for prevailing wage reporting requirements.

If approved by the Board, this new template will be utilized for test holes drilled in 2018 once the current contract expires. Staff is currently evaluating whether these contracts will be awarded individually on a per project basis or if the District will award another on-call contract for a set period of time. A formal recommendation will be brought forward at a later date. However, staff wanted to ensure that the Board could review and approve the new template test hole drilling contract at this time.

**RECOMMENDATION:**

Approve agreement template for use when drilling test holes for future wells.

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

**TEST HOLE  
DRILLING SERVICES  
AGREEMENT**

**CONTRACT**

**AGREEMENT FOR CONSTRUCTION SERVICES  
PROPOSAL FOR CONSTRUCTION SERVICES  
GENERAL CONTRACT PROVISIONS  
GENERAL SPECIFICATIONS**

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# CITRUS HEIGHTS WATER DISTRICT

## Agreement for Construction Services

### TEST HOLE DRILLING SERVICES AGREEMENT

This Agreement for construction services is made and entered into on this \_\_\_th day of \_\_\_\_\_ 20\_\_ by and between Citrus Heights Water District (“the **DISTRICT**”) and \_\_\_\_\_ (“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 \_\_\_\_\_, telephone number \_\_\_\_\_, and facsimile number \_\_\_\_\_. The **CONTRACTOR** is a corporation, having Taxpayer’s Identification Number \_\_\_\_\_ and California State Contractor’s License number \_\_\_\_\_.

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 (9 pages)

Exhibit B - General Contract Provisions (18 pages)

Exhibit E - General Specifications (19 pages) + District Boundary Map (1 page)

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. The term of this Agreement shall be from the date the Agreement is executed until \_\_\_\_\_ and/or the date the **DISTRICT** provides the **CONTRACTOR** written notice of completion of said Test Hole Drilling Services Agreement, unless earlier terminated pursuant to the General Contract Provisions of the Agreement. A Contract Extension Letter Agreement may be issued by the **DISTRICT** for a period not to exceed twenty-four (24) months beyond \_\_\_\_\_.
3. Incorporation by Reference. The **DISTRICT** Plans and Specifications for said Test Hole Drilling Services Agreement are hereby incorporated in and made part of this Agreement.
4. Contract Price.
  - A. On the 21<sup>st</sup> day of each month, the **CONTRACTOR** shall submit an invoice for all work performed on and materials actually used in the construction of the Project between the 21<sup>st</sup> of the preceding calendar month to the 20<sup>th</sup> of the current month. The **DISTRICT** shall pay an amount equal to ninety five percent (95%) of the value (5% retention), based on the contract price, of all work performed on and materials actually used in the construction of the Project during the preceding

calendar month's invoice as certified by the DISTRICT. Payment by the DISTRICT shall be made within sixty (60) calendar days following the submission of the **CONTRACTOR'S** invoice. If the DISTRICT fails to make any of these progress payments, the **CONTRACTOR** may submit a written demand for payment to the DISTRICT. In that case, the DISTRICT must provide the **CONTRACTOR** with the progress payment within thirty (30) days following receipt of the demand. Notwithstanding the foregoing, if a dispute arises between the DISTRICT and the **CONTRACTOR** regarding any progress payment, the DISTRICT may withhold from the payment an amount not exceeding one hundred and fifty percent (150%) of the disputed amount.

- B. The balance of payment due, based on the contract price, for all work performed on and materials actually used in the construction of the Project shall be made within sixty (60) days after the date of completion. For these purposes, "date of completion" means any of the following: (1) The date of completion indicated on a valid Notice of Completion; (2) The "date of completion" as that term is defined in Civil Code section 3093; or (3) the date of issuance of a certificate of occupancy covering the Project. Notwithstanding the foregoing, if a dispute arises between the DISTRICT and the **CONTRACTOR**, the DISTRICT may withhold from the final payment an amount not exceeding one hundred and fifty percent (150%) of the disputed amount.
5. District Obligations. For providing the said Test Hole Drilling Services Agreement as specified in this Agreement, the DISTRICT shall pay the **CONTRACTOR** the Contract Price as set forth in Article 4 above.
6. 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.
7. Prevailing Wage. Pursuant to Labor Code Section 1773, the DISTRICT has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Sacramento County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In addition, a copy of the prevailing rate of per diem wages is available at the DISTRICT's offices and shall be made available to interested parties upon request. The **CONTRACTOR** shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the **CONTRACTOR** and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. 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. The **CONTRACTOR** and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it is the **CONTRACTOR's** sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law.

8. Performance Bond Requirement. The **CONTRACTOR** will be required to furnish a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price. The bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.
9. Payment Bond Requirement. The **CONTRACTOR** will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price. The bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.
10. 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**.
11. 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.
12. Notice. All written notices to the parties hereto shall be sent by United States mail, postage prepaid, and addressed as follows:

**DISTRICT:**

General Manager  
Citrus Heights Water District  
P.O. Box 286  
Citrus Heights, CA 95611-0286

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. 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: \_\_\_\_\_

**CITRUS HEIGHTS WATER DISTRICT**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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

**Proposal for Construction Services**

**TEST HOLE DRILLING  
SERVICES AGREEMENT**

for

Citrus Heights Water District  
6230 Sylvan Road, P.O. Box 286  
Citrus Heights, CA 95611-0286

In accordance with the Notice Inviting Bids, the undersigned, as bidder, declares that he/she has carefully examined the nature and locations of the proposed work, the condition of the site at which the Project is to be constructed, the plans and specifications therefor and the proposed forms of Agreement and Bonds mentioned or referred to in said Notice Inviting Bids and on file with the Citrus Heights Water District, hereinafter referred to as "the District". 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 plans and specifications 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 and/or mentioned in the said Notice Inviting Bids, all in accordance to and subject to all applicable laws, and that he/she will take in full payment therefor the following unit prices:

**Contract Bid Items**

To further clarify the above statement, prospective bidders are responsible for thoroughly examining **ALL** portions of this bid package and the project plans prior to providing bids. Prospective bidders are strongly encouraged to carefully examine:

**Exhibit E, Section 4, ITEMS OF WORK, MEASUREMENT AND PAYMENT**

Item #	Description	Estimate Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization (8% Max.)	1	lump sum		
2	Test Hole Drilling	500	lineal feet		
3	Geophysical Logging (E-Log)	1	lump sum		
4	Discrete Zone Sampling	3	each		
5	Test Hole Abandonment	1	lump sum		
6	Standby Time	1	per hour		
7	Site Restoration	1	lump sum		
	GRAND TOTAL ALL ITEMS				

Number of Calendar Days Required for Completion of Work after issuing Notice to Proceed and allowing 10 calendar days for mobilization: **20 Calendar Days**

Quantities are not guaranteed. Final payment will be based on actual installed quantities measured in the field. The estimate of construction quantities set forth above is approximate only, being given as a basis for the comparison of bids, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the District.

The bid items as listed are meant to encompass all construction and work items as called out in these contract specifications. If an item is not specifically mentioned, it shall be included in the most appropriate bid item.

All incidental and overhead costs such as administration, permit, mobilization, demobilization and insurance, etc., shall be included in the Mobilization bid item up to the limit of that item. Costs over and above the limit of the Mobilization bid item shall be included with the most appropriate bid item.

All bids will be compared on the basis of the District's estimate of the quantities of the work to be done.

The undersigned has checked carefully all of the above figures and understands that the District shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In case a discrepancy or error exists between the bid item extensions totals and the grand total, the sum of the extensions shall prevail as the basis for award. In case of a discrepancy between words and figures, the words shall prevail.

Pursuant to Labor Code Section 1773, District has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Sacramento County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/)

In addition, a copy of the prevailing rate of per diem wages is available at the District's offices and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. 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.

If this proposal is accepted and the undersigned fails to contract as aforesaid and to furnish insurance as provided in the Agreement, satisfactory to the District, within ten (10) calendar days after the bidder has received Notice of Award from said District, the District may, at its option, determine that the bidder has abandoned the contract.

Electronic Communication through email will be the standard of communication for the issuance and acceptance of the Notice to Proceed. The Contractor will be required to accept the Notice to Proceed through email communication to the District within forty-eight (48) hours after issuance. If the Contractor does not accept the Notice to Proceed within this timeframe the District will deem the Contractor as not able to perform the work and will issue a Notice to Proceed to the next lowest responsible bidder.

Agreements for Construction Services will terminate on \_\_\_\_\_, but may be extended to no more than twenty-four (24) months beyond the termination date if the bidder does not

change the bid item costs. A Contract Extension Letter Agreement will be issued by the District to those bidders whom wish to participate beyond the termination date.

The undersigned hereby certifies that this bid is genuine, and not sham or collusion, or made in the interest or in behalf of any person not therein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder.

The District reserves the right to accept any bid or to reject any or all bids.

It is agreed that this bid may not be withdrawn for a period of ten (10) calendar days from the date of opening thereof.

The bidder shall commence work of construction under the Agreement within ten (10) calendar days following receipt of the Notice to Proceed by the District. The bidder shall diligently prosecute the work to completion within the number of calendar days specified herein following execution of the Agreement as proposed by the bidder in this Proposal.

Bidder Name and Address	
Contact Person _____	Telephone No. _____
Email: _____	Fax No. _____
Signature of Authorized Representative	Date
Please check and provide information on all that apply as follows:	
The Bidder is a <input type="checkbox"/> corporation, <input type="checkbox"/> partnership, <input type="checkbox"/> individual, having Taxpayer's Identification or Social Security number _____ and California State Contractor's "C57" – Water Well Drilling Contractor License number _____.	

**List of Subcontractors**  
**TEST HOLE DRILLING**  
**SERVICES AGREEMENT**

for  
Citrus Heights Water District  
6230 Sylvan Road, P.O. Box 286  
Citrus Heights, CA 95611-0286

The undersigned states that the following Subcontractors will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or are Subcontractors licensed by the State of California who, under the subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an account in excess of one-half of one percent (0.5%) of the prime Contractor's total bid and that the total cost, including material and labor for each major Subcontractor is noted below. The undersigned agrees that any portions of the work in excess of one-half of one percent (0.5%) of the total amount of the Bid and for which and for which no Subcontractor is designated herein will be performed by the undersigned and that the undersigned agrees that he or she is fully qualified and licensed to perform that portion himself or herself. Please attach additional pages as necessary.

Proposed Subcontractors, Mills or Shops

Contractor must check the appropriate box:	
<b>YES</b>	<input type="checkbox"/> subcontractor(s) will perform work.
<b>NO</b>	<input type="checkbox"/> subcontractor(s) will not perform work.
Signature of Authorized Representative	Date

(continued on next page)

**List of Subcontractors**

1. Name: \_\_\_\_\_  
California State Contractor's License No. if applicable \_\_\_\_\_  
Address: \_\_\_\_\_  
City State  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Work or Service to be Performed: \_\_\_\_\_  
\_\_\_\_\_

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2. Name: \_\_\_\_\_  
California State Contractor's License No. if applicable \_\_\_\_\_  
Address: \_\_\_\_\_  
City State  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Work or Service to be Performed: \_\_\_\_\_  
\_\_\_\_\_

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3. Name: \_\_\_\_\_  
California State Contractor's License No. if applicable \_\_\_\_\_  
Address: \_\_\_\_\_  
City State  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Work or Service to be Performed: \_\_\_\_\_  
\_\_\_\_\_

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4. Name: \_\_\_\_\_  
California State Contractor's License No. if applicable \_\_\_\_\_  
\_\_\_\_\_



Address: \_\_\_\_\_  
City State

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Work or Service to be Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Experience and Financial Qualifications**

**TEST HOLE DRILLING  
SERVICES AGREEMENT**

for  
Citrus Heights Water District  
6230 Sylvan Road, P.O. Box 286  
Citrus Heights, CA 95611-0286

Signature of Authorized Representative	Date

The bidder has been engaged in the contracting business under California State Contractor's "C57" — Water Well Drilling Contractor License No. \_\_\_\_\_ for a period of \_\_\_\_\_ years.

The bidder's three most recently completed contracts are:

Title or Description of Project \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Engineer in Charge \_\_\_\_\_  
Date Accepted \_\_\_\_\_  
Dollar Value of Project \_\_\_\_\_

Title or Description of Project \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Engineer in Charge \_\_\_\_\_  
Date Accepted \_\_\_\_\_  
Dollar Value of Project \_\_\_\_\_

Title or Description of Project \_\_\_\_\_

Owner \_\_\_\_\_

Address \_\_\_\_\_

City

State

Telephone No. \_\_\_\_\_

Engineer in Charge \_\_\_\_\_

Date Accepted \_\_\_\_\_

Dollar Value of Project \_\_\_\_\_

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Company: \_\_\_\_\_

Address \_\_\_\_\_

City

State

Company: \_\_\_\_\_

Address \_\_\_\_\_

City

State

**Required Skills**

**TEST HOLE DRILLING  
SERVICES AGREEMENT**

for  
Citrus Heights Water District  
6230 Sylvan Road, P.O. Box 286  
Citrus Heights, CA 95611-0286

The Contractor shall complete and furnish the District with the following list of persons under Contractor's employ that have received sufficient training or possess experience to qualify them as skilled in any of the following job-related disciplines:

Required Skills	Name	Years' Experience	Applicable Certifications
Well Drilling, Logging and Abandonment			
Storm Water and Non-Storm Water Best Management Practices (BMPs)			

The Contractor shall provide the District with the office, mobile, and after-hours telephone, pager number, and email address of the persons in responsible charge of the Project upon Execution of the Agreement for Construction Services.

**Performance Bond**

**TEST HOLE DRILLING  
SERVICES AGREEMENT**

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 **Contract No.** \_\_\_\_\_, (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 (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officials, officers, employees, and authorized volunteers, 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 part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

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. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit 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:

Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

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.

Permit the District to complete the Project in any manner consistent with California 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 addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(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)

\_\_\_\_\_

# 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

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

NOTE: This acknowledgment is to be completed for Contractor/Principal.



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WITNESS my hand and official seal.

Signature of Notary Public

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\_\_\_\_\_ Date of Document

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

\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

**Payment Bond**

**TEST HOLE DRILLING  
SERVICES AGREEMENT**

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: **Contract No.** \_\_\_\_\_ (the "Project"); 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 Civil Code Section 9100, 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 Revenue and Taxation Code Section 18663, 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, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 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 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 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 Civil Code Section 9100, 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, 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

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

# Notary Acknowledgment

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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

Signature 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

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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- Other:

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF EXHIBIT A

**General Contract Provisions**

**TEST HOLE DRILLING  
SERVICES AGREEMENT**

Construction Services Agreement by and between  
Citrus Heights Water District (“the **DISTRICT**”) and  
\_\_\_\_\_ (“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 City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville where applicable. The **DISTRICT** shall make recommendations where appropriate to reject any work not conforming to the intended design. The **CONTRACTOR** shall be responsible for coordinating City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville inspections as necessary. The **CONTRACTOR** shall furnish the

**DISTRICT** with every reasonable opportunity for the **DISTRICT** to 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 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 City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville.
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 City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville shall be coordinated with the **DISTRICT** and the City of Citrus Heights.
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**.



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 **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 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. 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.

H. 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 an y 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 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 consultants (sub-consultants) as part of the work covered by this agreement, it shall be the **CONTRACTOR'S** responsibility to require and confirm that each sub-consultant 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:

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 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 consultants (sub-consultants) as part of the work covered by this agreement, it shall be the **CONTRACTOR'S** responsibility to require and confirm that each sub-consultant 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.
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 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 or designated alternate 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 outlined below by submission and approval of Daily Extra Work Reports to the DISTRICT Water Resources Supervisor or a designated alternate. 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** Water Resources Supervisor or a designated alternate 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** Water Resources Supervisor or a designated alternate shall be extended to show all costs by the **CONTRACTOR** and submitted to the **DISTRICT** Water Resources Supervisor or a designated alternate. All costs shown for subcontractors shall be documented with copies of complete invoices from said subcontractors.

32. Change Orders. The **DISTRICT** Water Resources Supervisor or a designated alternate 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 or a designated alternate and **CONTRACTOR** have approved with signature. Daily Extra Work Reports submitted to the **DISTRICT** Water Resources Supervisor or a designated alternate 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.

This Agreement may be terminated, with or without cause, by either party at any time by the **DISTRICT** or the **CONTRACTOR** upon three (3) days' written notice. In the event of any such termination, the **DISTRICT** shall pay the **CONTRACTOR** for reasonable costs incurred and services satisfactorily performed up to and including the date of **DISTRICT'S** or **CONTRACTOR'S** written notice of termination unless a **DISTRICT-initiated** termination is for cause, in which event the **DISTRICT** may withhold any payments due to the **CONTRACTOR** until such time as the exact amount of damages, if any, due the **DISTRICT** from the **CONTRACTOR** is determined. Notwithstanding the foregoing, the **CONTRACTOR** shall not be relieved of liability to the **DISTRICT** for damages sustained by the **DISTRICT** by virtue of any breach of this Agreement by the **CONTRACTOR**. Upon such termination, the **DISTRICT** shall be entitled to all work, including but not limited to Documents & Data (including plans, specifications, estimates, as-builts, etc.). The obligations of Section 25 of this Agreement relating to the **CONTRACTOR'S** obligations to defend and indemnify the **DISTRICT** shall survive any termination of 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 or a designated alternate 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 **DISTRICT** Water Resources Supervisor or a designated alternate.

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 **DISTRICT** Water Resources Supervisor or a designated alternate, 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, 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.

**General Specifications**

**TEST HOLE DRILLING  
SERVICES AGREEMENT**

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

1. **Scope Of Work**

The work to be completed under this Contract will consist of furnishing all materials, labor, equipment, fuel, tools, transportation and services for direct rotary drilling, logging, sampling, and abandonment of one (1) test hole. The purpose of the work is to obtain geologic and hydrologic information concerning the water-bearing formations at the specified site. A drillers' log will be prepared to describe the lithology encountered during drilling, drill cuttings of the formations encountered will be collected, and an electric geophysical log will be run in the test hole. The test hole will be abandoned by sealing in accordance with these general specifications.

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. **Protection of Site, Disposal and Control Of Wastewater**

Well rehabilitation, redevelopment, and testing activities shall be conducted in such a way as to prevent the introduction of pollutants to the ground surface or off site drainages during the work. Accordingly, any equipment and/or materials brought to the project area must be managed in accordance with the following procedures:

- Plastic sheeting that is bermed or drip pans shall be used to catch leaks and residual material in hoses and spigots under all stationary equipment. The plastic sheeting or drip pans shall be checked daily and emptied or replaced as needed by reusing the substance or disposing of it properly at the Contractor's expense.
- Spilled hazardous materials shall be contained immediately using sand, dirt, and/or absorbent materials. Such spills shall be cleaned up promptly along with the contaminant material and shall be disposed of properly at the Contractor's expense.
- Outdoor storage of all fuels, oils, solvents, cleaners and other liquid materials shall be within secondary containment. The areas should be covered, as necessary, to prevent storm water accumulation in the containment.



- Bentonite, cement, and any other powdered product shall be stored on pallets and away from any drainage path. The storage area should be covered and protected, if necessary, to prevent pollution runoff by wind or storm water.
- Chemicals, bagged material, or drums shall be stored on pallets within secondary containment.

Waste products generated during the work must be managed in accordance with the following procedures:

- Containerized waste shall not be allowed to overflow. Any waste that requires storage in containers shall be removed from the project areas on a regular basis and disposed of at an approved facility at the Contractor's expense.
- Cleaning of the pump hoist, tremie pipe and any other equipment shall be conducted within a fully contained area within the area of the well site only. Any deviation from these locations must be approved by the District or District's representative.
- Waste products shall be removed from the project area prior to completion of the Work.

The use and maintenance of pump equipment and support vehicles shall be in accordance with the following procedures:

- No fueling of vehicles or equipment that can be moved to a commercial fueling station and filled there is allowed.
- If the vehicles or equipment cannot be filled at a commercial fueling station, fueling shall be performed on site at designated areas. During fueling operations, drip pans or bermed plastic sheeting shall be used to catch leaks. "Topping off" of fuel tanks is not allowed.
- Maintenance of vehicles will be performed within designated areas to be approved by the District. Drip pans shall be used during maintenance activities to catch any leaks.
- Daily inspections of pump rigs and support vehicles and equipment shall be made to check for leaks. Any leaks detected shall be reported to the District or District's representative and fixed immediately.
- All Contractor employees and subcontractors shall be educated in the proper handling and storage of construction materials used during the project.
- All spills shall be soaked up using absorbent materials and disposed of properly at the Contractor's expense. Washing down or burial of spills is not allowed. Any

spill, no matter how small, is to be reported to the District or District's representative.

- If required, steam cleaning of the pump rig and support equipment must be carried out within designated areas. The cleaning areas shall be bermed or otherwise contained to prevent runoff to storm drains. All wastewater generated from cleaning equipment must be containerized and disposed of at the Contractor's expense. Any soap used during cleaning must be phosphate-free and biodegradable.

The Contractor shall protect all pipelines, trees, landscaping, curbs, ramps and other structures located within the public right-of-way during the progress of the Work. Upon completion of the Work, the Contractor shall restore the site to its original condition. The Contractor shall use Best Management Practices (BMPs) for the protection of the well site during his work and shall take whatever measures necessary to ensure that his activities do not impact surrounding areas.

Disposal of all wastewater and drill cuttings shall be by such manner and to such locations that nuisance or damage to environment, structures, roads, or utilities or interference with other construction projects will be prevented. The discharge location shall be provided and approved by the Owner. All costs incurred in the disposal of wastewater and removal of drill cuttings shall be at the Contractor's expense. All costs involved with temporary containment, conveyance, and monitoring of fluids generated during testing shall be at the Contractor's expense. Unless otherwise approved, no discharge or runoff of fluids to adjacent properties or streets shall be permitted.

All discharge water generated from the rehabilitation, redevelopment, and testing process shall be disposed of in accordance with discharge permits provided by the Owner. Prior to discharge, all fluids from the well shall be initially conveyed to a temporary storage tank of sufficient capacity to allow for settling of suspended sediments prior to discharge. Water from the temporary holding tank that meets permit requirements for discharges to the storm drain will be conveyed in above-ground piping to a discharge point approved by the Owner. The Contractor shall provide and be responsible for all necessary connections and shall assure that the conveyance line will remain securely in place during high rates of flow. All costs incurred in the disposal of discharged water, unless otherwise indicated, shall be at the Contractor's expense.

A sampling port shall be made available at the point of discharge for water quality sampling to occur. All discharges shall be closely monitored for quantity and quality, as required by the Owner's discharge permit, and recorded hourly on the Contractor's daily notes for the site. These daily notes shall be submitted to the Owner or Owner's representative on a daily basis.

Under no circumstances shall water from any source related to the Work or storm runoff be allowed to leave the site. If necessary the Contractor shall use sand bags and straw wattles to form a barrier to prevent the runoff of water from the site.

### 3. District Furnished Items

- The District shall furnish water for construction at no cost to the Contractor.

- The District shall provide for water analyses for samples taken during discrete zone testing at no cost to the Contractor.
- The District shall provide an Encroachment Permit, if required, approved by the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville and pay all costs for fees and inspection at no cost to the Contractor.

#### 4. Drilling Fluid Control Program

A drilling fluid control program for direct rotary drilling shall be established by the Contractor prior to the commencement of drilling operations and throughout the drilling and abandonment work. Selection and use of the drilling fluid materials shall be a part of this agreement. The Contractor shall be responsible for maintaining the quality of the drilling fluid to assure:

- 1) Protection of water bearing and potential water bearing formations exposed in the bore hole, and
- 2) the ability to obtain reliable representative samples of the formation materials.

Material used by the Contractor to prepare the drilling fluid shall be composed of water from the assigned source and drilling additives processed to meet or surpass the specification.

The drilling fluid shall be made up of high grade bentonite clays or organic polymer additives, in common drilling usage in the water well industry, and shall possess such characteristics as are required to condition the walls of the borehole to prevent caving of the formation and excessive loss of circulation, facilitate removal of the cuttings, and produce a thin filter cake. The Contractor shall be responsible for mixing and conditioning the requisite quantities of clay base and additives to obtain a drilling fluid with the following average drilling fluid properties:

- 1) Weight 8.7- 9.3 lbs/gal
- 2) Marsh Funnel Viscosity 28 - 40 sec/qt
- 3) API Cake Thickness 1/32 - 3/32 inch
- 4) Sand Content of Return Fluid 0 - 2% by volume The drill rig must be provided with equipment to measure the drilling fluid weight, viscosity, and sand content.

The drilling fluid shall be maintained in such a manner as not to exceed specified drilling fluid properties above for weight, viscosity, and sand content without the approval of the District. The Contractor shall maintain the minimum viscosity of the drilling fluid that will raise cuttings and adequately condition the walls of the borehole.

Approved drilling fluid additives are Quik-Gel and EZ-Mud, as manufactured by the NL Baroid Division of the NL Industries, Inc. and Drispac as manufactured by Drilling Specialties Company.

The Contractor shall maintain current records on the site at all times to show:

- 1) Time, depth and results of all drilling fluid tests;
- 2) All materials added to the system; kind, amount, time and depth; and
- 3) Variances or modifications from the specified drilling fluid program (time, depth, reason and authorization).

Proper control of the drilling fluid must be maintained to the satisfaction of the District. The Contractor will be required, at the Contractor's expense, to retain or employ an experienced, qualified drilling fluid engineer to supervise and maintain drilling fluid characteristics to the satisfaction of the District if such control cannot be maintained by the Contractor.

If at any time the drilling fluid is not in compliance with these Special Provisions or the recommendations of the drilling fluid engineer, as approved by the District, the properties shall be adjusted and the tests rerun until the drilling fluid obtains the specified characteristics. If the properties cannot be achieved and maintained to the satisfaction of the District, the drilling fluid shall be replaced.

A drilling fluid tank of sufficient capacity to provide a volume of at least two times the final borehole volume shall be employed by the Contractor. AN EARTHEN PIT IS NOT ALLOWED FOR THIS PROJECT.

#### 5. Other Work Required

Other work to be done by the Contractor shall include obtaining all necessary local permits, keeping a time-drilling log, proper cleaning and restoration of the drilling site upon completion of work, and doing all things necessary for the efficient drilling and completion of the work called for under this contract. The Contractor shall make available to the District all daily drilling records and shall furnish reports as specified at the completion of work.

If required, the Contractor shall furnish a Traffic Control Plan approved by the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville.

Prior to the commencement of drilling, the Contractor shall furnish to the District the names and contact information of supervisory personnel and the on-site driller responsible for the daily work activities in accordance with Section 26 of this Exhibit.

#### 6. Items of Work, Measurement and Payment

##### **Bid Item 1, Mobilization/Demobilization:**

Scope - Mobilization shall include acquisition of necessary permits; transportation of personnel, equipment, and operating supplies to and from the site; establishment of portable sanitary facilities; providing a work site sufficient to support equipment and personnel in a safe and workman-like manner; and other preparatory work at the site required by the Contractor.

The Contractor shall provide one complete direct rotary drilling unit; all tools, accessories, power, fuel, materials, supplies, lighting, conduct efficient drilling operations. The drilling unit

shall be in good condition and of such capacity as to drill the test hole required by this Exhibit.

Direct Circulation Rotary Drilling Equipment - Direct circulation rotary drilling equipment will be equipped with a pump pressure gauge, and drilling fluid property evaluation equipment as defined in this Exhibit.

The Contractor will provide a drilling fluid tank having a minimum capacity of two times the volume of the borehole to be constructed. Solids removal equipment will be placed in such a manner as to assure that the fluid properties reaching the drilling fluid pump meet those properties defined in these general specifications.

The bid item for mobilization/demobilization shall be no more than eight percent (8%) of the total contract amount. The first payment for mobilization /demobilization shall be one hundred percent (100%) of the bid item amount. The Contractor shall submit an invoice to the District for payment of mobilization/demobilization upon complete set-up of drilling rig.

### **Bid Item 2, Test Hole Drilling:**

Scope - This item shall consist of drilling a test hole having a diameter of up to 8-3/4 inches. The final depth of the test hole will depend on the lithology encountered in the test hole as assessed by the District's representative. For bidding and planning purposes, the test hole depth is specified to be 500 feet. The Contractor shall take all measures necessary to protect the test hole from caving and will be responsible for the maintenance of the borehole in a manner that will provide for the successful collection of drill cutting samples and geophysical logging.

Drilling Methods - The test hole shall be drilled using the direct circulation rotary drilling method of construction. The work shall be performed with equipment, which is adequate to perform all phases of the work defined in these Special Provisions. If, in the opinion of the District, the Contractor's equipment is not capable of satisfactorily performing the specified work, the Contractor, at his/her own expense, shall substitute equipment satisfactory to the District. The Contractor shall take all measures necessary to protect the top portions of the test hole from caving or raveling.

The Contractor must keep records providing the following information:

- 1) A log of drilling bit types and depths of changes.
- 2) A record of drilling fluid properties at 2-hour intervals during drilling operations. The record shall show drilling fluid weights, Marsh Funnel viscosity, sand content, drilling fluid losses, and any drilling fluid additives used.
- 3) A drilling log that will define and classify the type of formation encountered during the drilling. The log will consist of the depth at which each change in formation is encountered, the classification of the material encountered, its color and particle size. Classification of silt, sand, gravel, cobbles, etc. shall be based on the size of material encountered in accordance with the established and accepted geologic standard for classification of these materials. If more than one size of

material is encountered in a formation such as “sand and clay”, an estimate of the quantity of each shall be recorded, such as “20% sand, 80% clay”.

- 4) All measurements for depths shall be referenced to the existing ground surface at the test hole site.
- 5) A record of construction activities for each shift shall be prepared by the Contractor including a time-drilling log of the test hole consisting of the time (in minutes) required to drill down each stem of drill pipe.

During the drilling of the test hole, at 10-foot intervals and at formational changes, the Contractor shall collect representative samples of the drill cuttings. These cuttings shall be taken from a steel or plastic flow line between the borehole and the drilling fluid tank or pit. The samples collected shall not be washed. They may be carefully drained of excess drilling fluid but in a manner that will preserve the finer particle size of the sample. Two (2) portions, one (1) pint each, of each sample taken, shall be preserved in quart-size Ziploc plastic freezer bags and marked as to date, depth, and well number. One (1) set of samples shall be retained on the job for inspection. The Contractor shall deliver one (1) set of samples to the District. The samples shall be properly stored by the Contractor in a manner as to prevent breakage or loss until they are accepted by the District.

Drilling shall proceed until the District’s representative has evaluated the cuttings and provided notice to log the hole as specified in Item 3.

Rejected Borehole - Non-Payment - No payment will be made for any labor or materials involved in the construction of any borehole when such a hole fails to reach the specified or directed final depth and/or diameter for any preventable cause, or when such a test hole fails to meet these Special Provisions. Such holes will be rejected and shall be replaced as specified herein. Preventable failures include any failure caused by faulty or inadequate drilling equipment, failure caused by negligence or improper drilling operations or techniques, failure caused by the installation of faulty or non-approved materials, or failure caused by improperly protecting drill holes and drilling work from the natural elements, including cave-ins resulting from existing soil conditions.

Payment shall be at the contract unit price per each unit, complete. Payment shall be considered full compensation for all labor, tools, equipment, and performing all necessary and incidental tasks required to drill the test hole to the specified depth.

**Bid Item 3, Geophysical Logging (E-Log):**

Scope - This item shall consist of conditioning the borehole and conducting geophysical log surveys in the test hole. The geophysical logs to be run in the test hole are the spontaneous potential and resistivity surveys.

Methods — Furnish geophysical logs by a firm retained by the Contractor and approved by the District’s representative. Borehole geophysical logs consisting of spontaneous potential (SP) and multiple resistivity shall be conducted in the test hole as directed by the District.

The spontaneous potential survey shall be plotted on a scale of one-inch equal to plus or minus 20 millivolts. The multiple resistivity survey shall consist of a point resistivity curve and a multiple resistivity curves employing 16-inch short normal and 64-inch long normal spacings on one-inch equal to 20- or 40-ohm scale. All surveys will be plotted on a footage scale of one-inch equal to 20 feet.

The Contractor is responsible for the integrity of the borehole to assure that the geophysical logging can be successfully accomplished. The Contractor shall maintain circulation in the borehole with tools on the bottom of the hole until the logging equipment is on location and prepared to conduct the survey. The logging service company shall obtain a ditch sample of the circulating fluid for calibration of the logs prior to the securing of the drilling fluid circulating pump. Tools shall then be pulled by the Contractor and the logging services immediately commenced. If the logging probe fails to descend to the desired depth, the Contractor, at his/her own expense, shall rerun the drilling tools to recondition the hole.

Upon completion of logging, the Contractor will deliver to the District four (4) field prints, four (4) final prints, and one electronic file of the geophysical log. The field copies of the electrical log shall be approved by the District before the logging service is released from the site by the Contractor.

Payment shall be at the contract unit price, complete. Payment shall be considered full compensation for all labor, tools, equipment, and performing all necessary and incidental tasks associated with the logging process, including standby time while logging. If the District directs that additional logging be performed the contractor shall be paid for the additional logging at cost plus fifteen percent (15%).

#### **Bid Item 4, Discrete Zone Sampling:**

Scope - Upon drilling to the final depth and completion of geophysical testing, up to three (3) discrete zone samples will be taken. The Contractor shall build a temporary well or discrete zone to the depth requested by the District's Representative. The borehole shall be reamed to the proper diameter, if needed, to complete isolation zone testing and backfilled with bentonite grout below the discrete zone to allow installation of bentonite seals and filter pack across the screened interval. A 3 or 4-inch nominal diameter riser pipe with a 20 feet length of slotted screen, as determined by the District's Representative, shall be placed at the requested depth. Screen slot shall be of suitable size to retain 90% of the chosen filter pack.

A **10-foot** thick, high solids bentonite chip seal shall be installed 10 feet below the bottom of the screen, followed by filter pack and at least 10 feet of bentonite placed 10 feet above the top of screen. Final depths and thickness will be based on borehole encountered geology.

As the temporary well is built, depths of the seals and filter pack shall be verified by tagging with the tremie pipe sand line or tape measure to ensure that the sample zone is isolated. After the temporary well is installed, the well shall be developed using air lift and submersible pump techniques until discharge water is free of fine-grained sediment and a water volume equivalent to at least 10 well casing volumes have been removed. The turbidity goal is 5 NTUs. Samples shall be taken using the submersible pump. Areas between the sampling zones shall be

abandoned by pumping bentonite grout through a tremie pipe. Depending upon borehole conditions, filter pack and bentonite seals may be left in place and must be approved by the District's Representative. Alternatively, discrete zone sampling may be completed using a submersible pump with inflatable packers or other suitable method. Sampling method shall be capable of collecting representative groundwater samples and must be approved by the District's Representative. The District's Representative will provide sample bottles and arrange delivery of water samples to a laboratory. Time schedules shall be coordinated with the laboratory by the District's Representative to provide efficient turnaround time.

Payment shall be at the contract unit price per each unit, complete. Payment shall be considered full compensation for all labor, tools, equipment, and performing all necessary and incidental work associated with building a Temporary Well for Discrete Zone Sampling.

**Bid Item 5, Test Hole Abandonment:**

General - Following completion of geophysical logging operations, the test hole shall be abandoned with cement grout in accordance with State and local regulations and all provisions of the well permit obtained by the Contractor. Where local regulations do not apply, the work shall conform to the minimum requirements specified in the State of California Bulletin 74-90 (Supplement to Bulletin 74-81), "Water Well Standards".

Prior to the commencement of the abandonment work, the Contractor shall notify the permit agency and arrange for the required inspection. Any delay or costs caused by inadequate notice shall be borne by the Contractor.

Sealing Materials - The test hole shall be filled with a slurry of sand-cement grout. The cementing material shall conform to API Class A cement. The cement mixture shall comply with State and local regulations.

Abandonment Methods - Cement grout shall be pumped into the bottom of the borehole by means of a tremie pipe. The tremie pipe must be installed to within ten feet of the bottom of the borehole prior to pumping cement grout. Cement grout material shall be placed by a positive displacement method using pumping equipment. The tremie pipe may be raised as the grout is placed but the discharge end must be submerged in grout at all times until the grouting is completed. The test hole shall be filled with cement grout to within five feet of the land surface. The balance of the hole shall be filled with native material to the ground surface.

Disposal of Fluids / Cuttings - Drill cuttings and drilling fluids shall be transported by the Contractor off site and disposed of in accordance with all applicable regulations.

The Contractor shall dispose of groundwater generated during zone sampling in accordance with the District's NPDES permit requirements. The Contractor shall employ a Rain-for-Rent BF-4000 filtration system or equivalent to prevent turbid fluids (>100-NTU) from entering the storm water system. The Contractor shall be responsible for conveying the fluids to disposal points in a safe manner. The Contractor shall submit a fluid disposal plan to the District for approval prior to any fluid disposal activities.

Sealing and Replacement of a Rejected Borehole - Any rejected borehole shall be sealed at no



cost to the District and in accordance with provisions of Section 7 of these Special Provisions. Any rejected borehole shall be replaced by another hole adjacent to the first, or at a location as directed by the District.

Payment shall be at the contract unit price, complete. Payment shall be considered full compensation for all labor, tools, equipment, and performing all necessary and incidental work required to abandon the test hole, including standby time for inspection by the permitting agency.

**Bid Item 6, Standby Time:**

Scope - During the progress of drilling operations, it may be necessary for the District to perform work that will require the drilling crew and equipment to stand idle. In such an event, the District shall request the Contractor in writing to cease operations and shall state the anticipated extent or duration thereof.

The Contractor shall promptly furnish such assistance, and cease operations.

Payment shall be at the contract unit price per each unit (hours), complete. Standby Time shall be reviewed and signed by the District Water Resources Supervisor or a designated alternate verifying agreement of Standby Time tabulated by the end of each daily shift.

**Bid Item 7, Site Restoration:**

Scope - This item shall consist of maintaining the well site in a professional manner during drilling, and restoring the site to pre-drilling conditions after work is completed.

Methods - The Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at completion of the work, he/she shall remove all waste materials, rubbish, and debris from and about the site as well as all tools, construction equipment, fuel tanks, machinery and surplus materials. The Contractor shall restore to their original condition all temporary work areas. The Contractor is responsible for any damages to properties adjacent to the site caused by drilling or construction activities associated with the work described herein.

Payment shall be at the contract unit price, complete. Payment shall be considered full compensation for **all** labor, tools, equipment, and performing **all** necessary and incidental work associated with site restoration. This item shall also include disposal of drilling fluids and cuttings by stockpiling it at the District's Corporation Yard.

7. **Records**

Records - The item consists of preparing final records of the test hole. No separate payment for the preparation of the State of California Water Well Driller's Report and for preparation of the final prints shall be made.

California Water Well Driller's Report - The Driller's Report form shall be fully completed in the format required by the State of California.

Final Prints - The Contractor shall provide two final prints of the daily work reports and the drilling logs.

8. 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.

The Contractor shall immediately advise the District of inaccurate pothole data or any other pothole data which presents a conflict to the proposed test hole 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 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 test hole or repair for damage to the utility.

9. 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, 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.

#### 10. Hours of Work

The Contractor shall schedule all work activities per the City of Citrus Heights, County of Sacramento, County of Placer, or City of Roseville Encroachment Permits, 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.

Normal working hours shall be from 7:30 am to 4:30 pm Monday through Friday unless directed otherwise in the City of Citrus Heights, County of Sacramento, County of Placer, or City of Roseville Encroachment Permits. In order to minimize inconvenience to District customers, main and service reconnections may be performed at night with approval of the District Water Resources Supervisor or designated alternate.

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 the Contractor 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, the Contractor shall be back-charged at a rate of \$75 per hour per District employee for said call out. All such charges

shall be documented by the District and deducted by the District from retention monies due the Contractor.

11. Termination

The District reserves the right to terminate the work on a test hole at any time. In such an event, the Contractor shall be paid for work completed at that time on the basis of the unit bid prices. The District reserves the right to select an alternate test hole site to replace an abandoned test hole. If the District chooses an alternate site, the Contractor shall be paid for the work done on the alternate test hole on the basis of the unit bid prices.

12. Utilities

The Contractor shall furnish all electric power needed for performing the work.

13. Work Areas

Project Area — The District has obtained access to a project site. It is the responsibility of the Contractor to become familiar with the site and provide equipment appropriate for the existing conditions. The Contractor shall assume sole responsibility for all equipment and materials during the course of the contract. By submitting a bid it is assumed that the Contractor has inspected the site and is aware of the site conditions.

Disposal Area — The Contractor shall locate, make arrangements, and pay all applicable fees for the use of an off-site disposal area for excess materials, trash and unsuitable material resulting from the contract work. Handling of drilling fluid and cuttings shall be the responsibility of the Contractor.

Security — The Contractor shall provide suitable means of protecting the borehole from the entrance of foreign objects at all times during the duration of the contract. The Contractor shall also provide adequate site security, such as temporary fencing, to insure public safety and to protect equipment and facilities on the site. In particular, security of mud tanks, pits (if allowed), and cutting storage shall be the responsibility of the Contractor.

14. Construction Inspection

The District will inspect the work specified in these General Specifications at various stages of the construction. The Contractor shall provide access to the site and permit inspection of any part of the project site by the District and its consultants or agents at all times.

15. 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 Contractor's "C57" — Water Well Drilling Contractor License at the time that the Contract is awarded and throughout the Contract's duration. Failure to possess the specified license 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.

16. 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.

17. Water For Drilling, Discharge Water, And Drill Cuttings

The District will make available, at no cost to the Contractor, water for drilling from a nearby municipal hydrant. A Construction Water Permit is required for use of a District hydrant for which the permit fee will be waived. The Contractor is responsible for supplying the necessary equipment and piping to deliver the water to the drilling site from the designated water source. The drilling fluids and drilling cuttings may be stockpiled at the test hole site temporarily. For final clean-up, the Contractor shall transport the cuttings off site and disposed of in accordance with all applicable regulations.

18. Drilling Permit

The Contractor is responsible for obtaining the necessary drilling permit from the Sacramento County Environmental Management Department:

Sacramento County Environmental Management Department  
8475 Jackson Road 2<sup>nd</sup> Floor — Suite 230/240  
Sacramento, CA 95826-3913

General Information: 916-875-8484  
<http://www.emd.saccounty.net/>

19. Reference Point

The District will stake the location of the test hole.

20. 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 to 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.

21. 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.

22. Pre-Construction Conference

A Pre-construction Conference shall be held at 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, materials, construction equipment, and other essential matters relating to the satisfactory completion of the work. This conference shall be held prior to beginning construction. 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 suppliers if any.

23. Construction Schedule

A Construction Schedule shall be prepared and submitted by the Contractor to the District at the Preconstruction Conference.

24. Storage of Equipment and Materials

The Contractor may use the designated work area for storage of equipment and materials. Storage of equipment and materials within the City or County right-of-way will require the issuance of an encroachment permit from the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville. Securing a permit and payment of permit fees are the responsibility of the District as specified in Section 2.

25. 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.

26. 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 Google maps. 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.

27. Competent Person Assignment and Responsibilities

The Contractor is hereby notified that a 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 page). The 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 Competent Person be required, a new form shall be completed prior to initiating or continuing any work period, and that substituted Competent Person shall assume all responsibilities of the title. The Competent Person shall have received sufficient training or possess experience to qualify them as competent in the following job related disciplines:

- Water Well Test Hole Drilling and Abandonment
- Vehicle & Equipment Operation
- Trenching, Shoring, Backfill, and Compaction
- Traffic Control
- Operations Safety
- Geophysical Logging

**Water Well Test Hole “Competent Person” Assignment**

PROJECT NAME: \_\_\_\_\_

(Name of individual) \_\_\_\_\_

has been designated a “Competent Person” for Water Well Test Hole 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: ( ) \_\_\_\_\_



28. Citrus Heights Water District Service Area Map

The map on the following page is provided to illustrate the service area of the Citrus Heights Water District and to show boundaries within the District of the City of Citrus Heights, Sacramento County, Placer County, and the City of Roseville.

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

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SUBJECT : REALTOR SERVICES AGREEMENT TEMPLATE  
STATUS : Action Item  
REPORT DATE : April 6, 2017  
PREPARED BY : Josh Nelson, Assistant General Counsel

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### **OBJECTIVE:**

Consider approving new agreement template for use with the purchase and sale of District property and/or when requiring real estate services.

### **BACKGROUND AND ANALYSIS:**

The District has utilized the services of a realtor when purchasing or selling property with a private party in a traditional purchase or sale transaction. Staff anticipates continuing to use a realtor moving forward. However, the District currently does not have a template agreement for these services, and it is advisable to prepare an agreement for the District's use to clarify the business relationship, clearly define roles and responsibilities, clarify compensation/cost issues and ensure accountability.

The draft template agreement creates an "on-call" services arrangement to provide maximum flexibility. Staff recognizes that in some situations traditional realtor services may not be necessary. For example, if the District is acquiring property from another public agency through a purchase or otherwise, it may not be paying a traditional purchase price. In this case, a fixed commission would not be appropriate. Similarly, a developer may wish to dedicate land to the District as part of a land entitlement process with the City or County. A realtor may not be necessary in this situation.

This agreement allows staff to issue a task order for each project that engages the realtor for that transaction, and specifies how the realtor will be compensated for that project. This could be: (1) on a percentage basis; or (2) on an hourly basis. For the percentage basis, the template agreement currently specifies a maximum percentage of 6% of the purchase price. This cap would allow the General Manager to negotiate the exact percentage for each transaction up to a 6% commission. For the hourly rate, the template does not include a specified rate as this would be negotiated by the General Manager. Any hourly compensation will be subject to the General Manager's current purchasing authority of \$25,000 per vendor.

In addition to approving the template agreement, staff requests that the Board authorize the General Manager to execute the template agreement with a realtor selected either through a sole source or competitive proposal process. This will allow the General Manager to utilize a realtor as necessary for projects going forward, including determining the compensation to be provided for each project. As noted above, this flexibility is advisable, as there may be potential sites where a realtor is not required (i.e., land dedication by a developer). Alternatively, a traditional commission may not be appropriate if a realtor provides services on a non-traditional transaction (i.e., land acquisition with public agency).

Below is a table outlining the different options:

<b>Type of Transaction</b>	<b>Realtor (Yes/No)</b>	<b>Compensation</b>
Traditional purchase/sale from private party	Yes	-Fixed fee (up to 6%) OR -Hourly rate
Transaction with other public agency	Yes and No, depending on the transaction	-If a relator is required, likely will utilize hourly rate.
Land dedication from developer	No	N/A

**RECOMMENDATION:**

Approve template agreement for on-call realtor services. Authorize the General Manager to execute the agreement with a selected realtor with a not-to-exceed amount on fixed compensation of 6% of the purchase price.

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

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**CITRUS HEIGHTS WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FOR ON-CALL REALTOR SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 (“District”) and [\_\_\_INSERT NAME\_\_\_], a [\_\_\_[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\_\_\_] with its principal place of business at [\_\_\_INSERT ADDRESS\_\_\_] (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the District and Consultant (“Task Order”). Consultant represents that it is experienced in providing on-call realtor services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issues pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, as necessary to fully and adequately supply the professional realtor consulting services necessary for the Project (“Services”). The types of Services to be provided are generally described in Exhibit “A,” attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the

exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [ INSERT START DATE ] to [ INSERT ENDING DATE ], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). Consultant shall be required to commence work within five (5) days of receiving a fully executed Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the

Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: [\_\_INSERT NAMES\_\_].

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [\_\_INSERT NAME OR TITLE\_\_], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Citrus Heights Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in

obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; 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.



3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement 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 provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations,

and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation per Task Order shall be set forth in the relevant Task Order, and shall not exceed said amount without written approval of the District’s General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. If Consultant will be paid hourly for the Services on a Project, Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall reference the relevant Task Order and describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit “C” or otherwise in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District’s Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of

Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. In the event that Consultant would have been compensated on a percentage basis for any on-going Projects, he will not be entitled to any payment for such Project. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Citrus Heights Water District  
6230 Sylvan Road  
Citrus Heights, CA 95610  
Attn: **[INSERT NAME]**

**Consultant**

**[\_\_INSERT NAME\_\_]**  
**[\_\_INSERT ADDRESS\_\_]**  
**[\_\_INSERT ADDRESS\_\_]**  
Attn: **[\_\_INSERT NAME\_\_]**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant.

Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant'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 District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**[Signatures on Following Page]**

**SIGNATURE PAGE  
TO  
CITRUS HEIGHTS WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FOR ON-CALL REALTOR SERVICES**

**CITRUS HEIGHTS WATER  
DISTRICT**

**[INSERT CONSULTANT'S NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**[INSERT NAME]**  
**[INSERT TITLE]**

*Attest: <sup>1</sup>*

*Approved as to form:*

By: \_\_\_\_\_  
**[INSERT NAME]**  
**[INSERT TITLE]**

\_\_\_\_\_  
Legal Counsel

By: \_\_\_\_\_  
Department Head

<sup>1</sup> Attestation of Consultant's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Consultant's business entity.



**EXHIBIT “A”  
SCOPE OF SERVICES**

Represent District as realtor for real property sales or purchases. Provide all realtor services normally provided to commercial customers in such transactions, including preparing and transmitting offers and counteroffers, negotiating with parties, assisting the District in selecting potential sites, and advertising for the District as requested.

**EXHIBIT "B"**  
**SAMPLE TASK ORDER FORM**

**TASK ORDER**

Task Order No. \_\_\_\_\_

Contract: [INSERT NAME OF CONTRACT]

Consultant: [INSERT NAME OF CONSULTANT]

**The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:**

**List any attachments:** (Please provide if any.)

**Compensation Form:** [INSERT HOURLY RATE OR PERCENTAGE]

**Dollar Amount of Task Order:** Not to exceed \$ \_\_\_\_\_, \_\_\_\_\_.00 (If hourly)

**Completion Date:** \_\_\_\_\_, 20\_\_\_\_

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

**Citrus Heights Water District**

**Consultant**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT "C"**  
**COMPENSATION**

Consultant may receive a percentage of the purchase price or an hourly rate for Service provided on an Project. Such election shall be made by the District and reflected in the Task Order for such Project. In no event may the percentage or hourly rate exceed the following:

Percentage: 6% of the purchase price.

Hourly Rate: \_\_\_\_\_

The compensation set forth above shall include all reasonable and necessary expenses incurred by Consultant, including copying and mileage. Consultant shall not request or receive reimbursement for any expenses.

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

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SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AN UPDATE TO THE BOARD OF DIRECTORS COMPENSATION ORDINANCE  
STATUS : Action Item  
REPORT DATE : April 5, 2017  
PREPARED BY : Robyn Evans, Senior Management Services Specialist

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**OBJECTIVE:**

Conduct Public Hearing and Consider adoption of Ordinance No. 01-2017.

**BACKGROUND AND ANALYSIS:**

A proposed Ordinance No. 01-2017 was drafted pursuant to discussion by the Board of Directors at the March 14, 2017 meeting. The current ordinance, Ordinance No. 1-2008, set Directors' compensation at \$145.00 per day, not exceeding ten days in any calendar month. The proposed Ordinance 01-2017 fixes Directors' compensation at \$150.00 per day, a 3 percent increase over the current amount, not exceeding ten days in any calendar month. This \$150.00 per day compensation will remain in effect until such time as Directors act to change it. If adopted on April 11, 2017, Ordinance 01-2017 will become effective as of June 11, 2017, 60 days from its adoption. This item requires a noticed public hearing. Staff published notices of the hearing as required by law.

**RECOMMENDATION:**

Conduct Public Hearing and Adopt District Ordinance No. 01-2017, Fixing the Compensation of the Board of Directors.

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

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Attachment 1  
Board of Directors Compensation  
Ordinance No. 01-2017

CITRUS HEIGHTS WATER DISTRICT  
ORDINANCE NO. 01-2017  
FIXING THE COMPENSATION OF THE BOARD OF DIRECTORS

WHEREAS, California Water Code section 20200 *et seq.* sets forth the compensation of directors of any water district, including an irrigation district; and

WHEREAS, Water Code section 20201 establishes an initial cap on director compensation of \$100 per day up to a maximum of ten days per month; and

WHEREAS, Water Code section 20202 authorizes districts to increase directors' compensation by up to five percent per year; and

WHEREAS, Water Code section 20203 requires that any increase in directors' compensation be adopted after a noticed, public meeting; and

WHEREAS, Directors of the Citrus Heights Water District ("District") currently receive \$145 per day up to a maximum of ten days per month; and

WHEREAS, this amount has not been increased since 2008.

BE IT ORDAINED by the Board of Directors of Citrus Heights Water District as follows:

SECTION 1

Each Director of the District shall receive the sum of One Hundred Fifty Dollars (\$150.00) per day, not exceeding ten days in any calendar month, for sitting on the Board or acting under its orders.

SECTION 2

In addition to the compensation provided for in Section 1 hereof, each Director shall be entitled to receive actual and necessary expenses when acting under the orders of the Board, subject to those policies and procedures for expenses adopted by Board of Directors.

SECTION 3

Review of this Ordinance shall be performed annually during an Open Session at a Regular Meeting of the Board of Directors, concurrent with the annual review of the Salary Schedule for District employees.

SECTION 4

Pursuant to the provisions of Water Code section 20204, this ordinance shall become effective sixty (60) days from the date of its adoption.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 11th day of April 2017 by the following vote:

AYES:           Directors:  
AYES:           Directors:  
NOES:           Directors:

ABSENT: Directors:

SEAL

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Caryl Sheehan, President  
Board of Directors  
Citrus Heights Water District

ATTEST:

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Hilary M. Straus, Secretary  
Citrus Heights Water District

# CITRUS HEIGHTS WATER DISTRICT

## MANAGEMENT SERVICES REPORT TO BOARD OF DIRECTORS APRIL 11, 2017 REGULAR MEETING

SUBJECT : Employee Recognition  
 STATUS : Information Item  
 REPORT DATE : April 06, 2017  
 PREPARED BY : Robyn Evans, Senior Management Services Specialist

The following District employees were recognized for attendance during February 2017, and outstanding customer service and quality of work during the month of March 2017.

### Administration & Water Demand Management Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Brady Chambers	Yes		Attending mandatory training on Friday with Cogsdale utility billing software.  Completed a PowerPoint presentation to run conservation tips in the front lobby monitor.
Kelly Drake	Yes		
Robyn Evans	Yes	Manager from another public agency complimented on the remarkably attentive and response with information request.	
Dana Mellado	Yes		Attending mandatory training on Friday with Cogsdale utility billing software.
Rex Meurer	Yes		



<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Alberto Preciado	Yes	Manager from another public agency complimented on the remarkably attentive and response with information request	Attending mandatory training on Friday with Cogsdale utility billing software.
Beth Shockley	YES	Taking calls and payments to help our workload while Brady was out.	Support and training during on HR at a time when several date sensitive deadlines are due with outside organizations.  Idea and implementation of changing the paper towel dispensers in the Admin building. The additional dispenser in the breakroom is a cost savings as the new style is less expensive than the standard rolled paper towels.
Desiree Smith	Yes	Received a call from a customer that he really appreciated the clear instructions & explanation from Desiree. He stated that he usually dreads calling utility companies because he is usually confused by explanations and answers he is given.  Desiree received a call from customer wants to say thank you for great customer service & taking time to explain when District notices are mailed.	Attending mandatory training on Friday with Cogsdale utility billing software.  Completed a PowerPoint presentation to run conservation tips in the front lobby monitor.
Susan Sohal	Yes		Organizing mandatory training on Friday with Cogsdale utility billing software.

## Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Missy Pieri	Yes		
John Spinella	Yes		
Borey Swing			Borey created 2 maps supporting the 2030 Plan Request for Proposals.

## Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tim Cutler	Yes	Through a Facebook post, a customer posted a message thanking Tim for his customer service and communication.	
Gil Garcia		The District received a thank you letter from customer for supplying soil to fill a very large sink hole. The letter stated that the CHWD team was “very pleasant and careful but efficient and I can’t praise them, and CHWD, high enough.” The District received a call from a customer the crew for their fast response, customer service, and workmanship at adjusting meter box.	Assisted the Water Efficiency Department with peak workload for troubleshooting and replacement of customer meters.
Brian Hensley	Yes		Developing & Presenting two excellent PowerPoint presentations for the Board members.
Dan Hesse	Yes		Assisted Standby with emergency repair of a 2” Air Relief Valve (ARV) that was hit by a car at Navion Dr in the early morning.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Rick Jimenez	Yes	<p>The District received a thank you letter from customer for supplying soil to fill a very large sink hole. The letter stated that the CHWD team was “very pleasant and careful but efficient and I can’t praise them, and CHWD, high enough.”</p> <p>The District received a call from a customer the crew for their fast response, customer service, and workmanship at adjusting meter box.</p>	Assisted the Water Efficiency Department with peak workload for troubleshooting and replacement of customer meters.
Ricky Kelley	Yes		
Mike Mariedth	Yes	<p>The District received a thank you letter from customer for supplying soil to fill a very large sink hole. The letter stated that the CHWD team was “very pleasant and careful but efficient and I can’t praise them, and CHWD, high enough.”</p> <p>The District received a call from a customer the crew for their fast response, customer service, and workmanship at adjusting meter box.</p>	Assisted the Water Efficiency Department with peak workload for troubleshooting and replacement of customer meters.
Ryon Ridner	Yes		
Nick Spiers	Yes		For an excellent job in applying the white board application in 3 offices.

**CITRUS HEIGHTS WATER DISTRICT  
MANAGEMENT SERVICES REPORT TO BOARD OF DIRECTORS  
APRIL 11, 2017 REGULAR BOARD MEETING**

SUBJECT : LONG RANGE AGENDA  
 STATUS : Information Item  
 REPORT DATE : April 06, 2017  
 PREPARED BY : Robyn Evans, Senior Management Services Specialist

**OBJECTIVE:**

Listed below is the current Long Range Agenda.

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA					
MEETING DATE	AGENDA	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
<b>UPCOMING</b>					
<b>May 16, 2017</b>					
May 16, 2017		OPEB Study Session--Bartel Presentation	Sohal	S	I/D
May 16, 2017		100% Review of East Side of Corp. Yard Improvm'ts.	Dietrich	P	A
May 16, 2017		Asphalt Replacement On-Call Agreement	Gordon	CC	A
May 16, 2017		CIP Presentation: Year One and Years 2-10	Dietrich/Gordon/ Straus/Sohal/Pieri	P	I/D
May 16, 2017		Policy 1035.A Conflict of Interest Code Appendix A Update	Evans/Sohal	CC	A
May 16, 2017		Agreement with Regional Gov't. Services	Sohal/Evans	B	A
May 16, 2017		Reso. for Annexation, 7311 Hickory, CH	Pieri	CC	A
May 16, 2017	Quarterly	Strategic Plan Update--Precursor to Strategic Plg. Session	Straus and Executive Team	P	D
<b>June 1, 2017</b>					
June 1, 2017	Special Board Meeting	Strategic Planning Session	Straus/Evans		A
<b>June 13, 2017</b>					
June 13, 2017		Building(s) Needs Assessment	Dietrich	P	A
June 13, 2017		Study Session--Review District-wide Meter Study Request for Proposals (RFP)	Meurer	S	I/D
June 13, 2017		Rosa Vista/Highland Water Main Replacement--Award of Contract	Pieri	CC	A
June 13, 2017		Audit Review--Maze & Associates	Sohal	B	A
<b>July 11, 2017</b>					
July 11,2017		Finance Corporation, Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp.	Sohal	B	A
July 11,2017		Appointment of Project 2030 Customer Advisory Committee	Pieri	B	A
July 11, 2017		Update Records Retention Schedule	Straus/Sohal	B	A
<b>FUTURE SCHEDULED REPORTS</b>					
TBD	Biennial	Conflict-of Interest	SMS Specialist		A
TBD		Dress Code Policy Update	MSS/CBC		A
TBD		General On Call Contracting Services	Gordon		A
Jul-17	Annual	Finance Corporation, Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp.	Sohal		A
Aug-17	Annual	Budget Rate Model Options Workshop	Sohal		I/D
Sep-17	Annual	Refined Budget Options/Prop 218 Direction	Sohal/Straus		I/D
Sep-17	Annual	Request For Public Hearings - Budget	Sohal		A
Oct-17	Annual	Misc. Charges and Fees - Proposed	Sohal		P
Nov-17	Annual	Operating and Capital Budgets	Straus/Dietrich/Gordon		P/A
		Water Rates, Charges & Fees	Straus/Sohal/Pieri		
		Capacity Fees	Straus/Sohal/Pieri		
		Water Shortage Charges	Straus/Sohal/Pieri		
		Confined Space Entry Program	Drake/Gordon		
Dec-17	Annual	Committee Assignments	Straus		A
Dec-17	Annual	District Officers	Straus		A
Dec-17	Annual	Selection of President and Vice President	Straus		A
Feb-18	Annual	Investment of District Funds	Sohal/Legal Counsel		A
Mar-18	Annual	Audit Review	Sohal		
Jun-18	Annual	Strategic Planning Session	Straus		D
Nov-18		District Election			
Sep-19	Every 3 Years	Public Health Goals	Hensley		A
Oct-20		100 Year Celebration			
Jun-21		Division Boundary Analysis (2020 Census)			
TBD		General On Call Contracting Services	Gordon		A
March	Every Year	Have Form 700 completed by Directors	Evans		