

**BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
JUNE 17, 2020 beginning at 6:00 PM**



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

PHONE CALL IN: (253) 215-8782

PHONE MEETING ID: 950 2033 7514

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://zoom.us/j/95020337514>

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. Pursuant to Executive Order N-29-20, the meeting will be held at the listed physical location and electronically through the above phone number.

Directors and members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above. In compliance with the Sacramento County Health Order issued May 26, 2020, which states “Persons should wear face coverings when in public places,” members of the public shall wear a face covering unless they are exempt per the order.

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:

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 2 cases

CL-2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Kessner v. City of Santa Clara, et al., Santa Clara County Superior Court, Case No. 20CV364054

CL-3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Numbers 243-0180-010

Agency negotiators: Brian Hensley, David Gordon, Madeline Henry, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Rebecca Scott

Negotiating parties: Amir Khoyi

Under negotiation: Price and Terms of Payment

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

July 15, 2020	6:30 PM	Regular Meeting—Cancelled
August 19, 2020	6:30 PM	Regular Meeting
September 15, 2020	6:30 PM	Regular Meeting
October 21, 2020	6:30 PM	Regular Meeting
November 18, 2020	6:30 PM	Regular Meeting
December 16, 2020	6:30 PM	Regular Meeting

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Special 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 24 hours prior to the special meeting in accordance with Government Code Section 54956.



Madeline Henry, Administrative Services Manager/
Chief Board Clerk

Dated: June 15, 2020

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
JUNE 17, 2020 beginning at 6:30 PM**



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

**PHONE CALL IN: (253) 215-8782
PHONE MEETING ID: 950 2033 7514**

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://zoom.us/j/95020337514>

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Directors and members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above. In compliance with the Sacramento County Health Order issued May 26, 2020, which states “Persons should wear face coverings when in public places,” members of the public shall wear a face covering unless they are exempt per the order.

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 ALLEGIANCE:

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: (I/A)

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

CC-1a. Minutes of the Special Meeting – May 20, 2020 (A)

CC-1b. Minutes of the Regular Meeting – May 20, 2020 (A)

Recommendation: Approve the minutes of the May 20, 2020 Regular and Special Meetings.

- CC-2. Revenue Analysis Report for May 2020 (I)
- CC-3. Assessor/Collector's Roll Adjustment for May 2020 (I)
- CC-4. Treasurer's Report for May 2020 (I)
- CC-5. Treasurer's Report of Fund Balances for May 2020 (I)
- CC-6. Operating Budget Analysis for May 2020 (I)
- CC-7. Capital Projects Summary May 2020 (I)
- CC-8. Warrants for May 2020 (A)
Recommendation: Approve disbursements issued for payment dated May 15, 2020 through June 11, 2020 per Policy 6460.20.
- CC-9. Purchase Card Distributions for May 2020 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2020 Water Supply – Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion & Possible Action to Approve the Disposition of Real Property (A)
Recommendation: Adopt Resolution 08-2020 (approving a Quitclaim Deed within the property at 8501 Auburn Boulevard) and approve the Quitclaim Deed for said property.
- CC-18. Discussion & Possible Action to Approve Agreement with Flowline Contractors, Inc. for the Whyte Avenue and Langley Avenue Water Main Project (A)
Recommendation: Accept the bid of Flowline Contractors, Inc. in the amount of \$544,094.00 and establish a contingency fund in the amount of \$54,409.00 (10%), for a total amount of \$598,503.00. Authorize the General Manager to execute an agreement with Flowline Contractors, Inc.
- CC-19. Discussion and Possible Action to Adopt Resolution 09-2020 Approving and Confirming the Report of Delinquent Utilities Charges and Requesting Sacramento County to Collect Such Charges on the Tax Roll and Resolution 10-2020 Approving and Confirming the Report of Delinquent Utilities Charges and Requesting Placer County to Collect Such Charges on the Tax Roll (A)
Recommendation: Adopt Resolutions 09-2020 (Sacramento County) and 10-2020 (Placer County) approving and confirming the Report of Delinquent Utilities Charges and requesting the respective county to place such charges on the respective tax roll.
- CC-20. Travel/Per Diem Policy Update (A)
Recommendation: Consider amending District Board and Officers Policy No. 2060.54, Meals Expense and (2) amending District Human Resources Policy No. 4901.02, Employee Meal Expenses, to refine the per diem meals and expense policies.

PRESENTATIONS:

- P-1. CHWD Brand Update (I)
- P-2. Budget Document Introduction (I)

STUDY SESSIONS:

None.

BUSINESS:

B-1. Discussion and Possible Action to Approve the Financial Policy Update (A)

Recommendation:

Approve updates to the District's Financial Policies.

B-2. Discussion and Possible Action to Update Policy 5300: Maintenance of Water Meters (A)

Recommendations:

1. Amend District Operations Policy No. 5300, to address access to water services located outside of a right-of-way, public utility easement, or dedicated easement to the District.
2. Amend Application for Customer Account to incorporate the above revisions.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

- D-1. Regional Water Authority (Riehle).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Riehle).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Henry).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Talwar/Henry).
- D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Henry).
- D-9. Customer Advisory Committee (Riehle/Gordon/Pieri).
- D-10. Other Reports.

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

July 15, 2020	6:30 PM	Regular Meeting—Cancelled
August 19, 2020	6:30 PM	Regular Meeting
September 15, 2020	6:30 PM	Regular Meeting
October 21, 2020	6:30 PM	Regular Meeting
November 18, 2020	6:30 PM	Regular Meeting
December 16, 2020	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 special meeting in accordance with Government Code Section 54954.2.



Madeline Henry, Administrative Services Manager/
Chief Board Clerk

Dated: June 11, 2020

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
May 20, 2020

The Special Meeting of the Board of Directors was called to order at 6:08 p.m. by President Riehle and roll was called. Present were:

Raymond A. Riehle, President
Caryl Sheehan, Director

Absent when meeting was called to order, joined after the initial roll call.
David Wheaton, Vice President

Staff:

Steve Anderson, General Counsel
David Gordon, Director of Operations
Madeline Henry, Administrative Services Manager
Brian Hensley, Water Resources Supervisor
Josh Nelson, Assistant General Counsel
Missy Pieri, Director of Engineering/District Engineer
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

President Riehle adjourned the meeting to closed session at 6:10 p.m.
President Riehle adjourned the meeting to open session at 7:03 p.m.
President Riehle reopened the closed session at 9:34 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 2 cases

No reportable action.

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:
Property: Parcel Numbers 211-0192-087-0000
Agency negotiators: Brian Hensley, David Gordon, Madeline Henry, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Rebecca Scott
Negotiating parties: First Apostolic Church Incorporated of Citrus Heights
Under negotiation: Price and Terms of Payment

No reportable action.

CL-3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Numbers 251-0150-006 and 216-0150-014-0000

Agency negotiators: Brian Hensley, David Gordon, Madeline Henry, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Rebecca Scott

Negotiating parties: Gary and Nellie Tingler, Karen O'Dea

Under negotiation: Price and Terms of Payment

No reportable action.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 9:49 p.m.

APPROVED:

MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
May 20, 2020

The Regular Meeting of the Board of Directors was called to order at 7:03 p.m. by President Riehle and roll was called. Present were:

Raymond A. Riehle, President
Caryl Sheehan, Director
David Wheaton, Vice President

Staff:

Steve Anderson, General Counsel
David Gordon, Director of Operations
Madeline Henry, Administrative Services Manager
Brian Hensley, Water Resources Supervisor
Rex Meurer, Water Efficiency Supervisor
Brittney Moore, Management Analyst
Josh Nelson, Assistant General Counsel
Missy Pieri, Director of Engineering/District Engineer
Alberto Preciado, Accounting Manager
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

Theresa Highsmith, Colantuono, Highsmith & Whatley, PC
Habib Isaac, IB Consulting, Inc.
Doug Johnson, National Demographics Corporation
Vikki Rodriguez, Maze and Associates

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

President Riehle asked for consideration and/or approval of the Consent Calendar.

- CC-1a. Minutes of the Special Meeting – April 15, 2020 (A)
- CC-1b. Minutes of the Special Meeting – April 15, 2020 (A)
- CC-1c. Minutes of the Regular Meeting – April 15, 2020 (A)
- CC-1d. Minutes of the Special Meeting – May 6, 2020 (A)
Recommendation: Approve the minutes of the April 15, 2020 Regular and Special Meetings and May 6, 2020 Special Meeting.
- CC-2. Revenue Analysis Report for April 2020 (I)
- CC-3. Assessor/Collector's Roll Adjustment for April 2020 (I)
- CC-4. Treasurer's Report for April 2020 (I)
- CC-5. Treasurer's Report of Fund Balances for April 2020 (I)

CC-6. Operating Budget Analysis for April 2020 (I)

CC-7. Capital Projects Summary April 2020 (I)

CC-8. Warrants for April 2020 (A)

Recommendation:

Approve disbursements issued for payment dated April 10, 2020 through May 14, 2020 per Policy 6460.20.

CC-9. Purchase Card Distributions for April 2020 (I)

CC-10. Employee Recognitions (I)

CC-11. Long-Range Agenda (I)

CC-12. Engineering Department Report (I)

CC-13. Operations Department Report (I)

CC-14. 2020 Water Supply – Purchased and Produced (I)

CC-15. Water Supply Reliability (I)

CC-16. Water Efficiency and Safety Program Update (I)

CC-17. 2020 Strategic Plan Update (I)

CC-18. Discussion and Possible Action to Call for a November 3, 2020 Election (A)

Recommendation:

Consider adoption of Resolutions 06-2020 (Sacramento County) and 07-2020 (Placer County) calling for a November 3, 2020 election of a Director for a regular 4-year term in Division One.

CC-19. Discussion and Possible Action to Approve an Agreement with Colantuono, Highsmith & Whatley, PC for Special Counsel Services (A)

Recommendation:

Approve the agreement with Colantuono, Highsmith & Whatley, PC, and authorize the General Manager to execute the agreement for special counsel services.

CC-20. Discussion and Possible Action to Approve an Agreement with J Comm, Inc. for Communication Services (A)

Recommendation:

Approve the agreement with J Comm, Inc. and authorize the General Manager to execute the agreement for communication services.

CC-21. Discussion and Possible Action to Fill One Vacant Seat on the Customer Advisory Committee (A)

Recommendation:

Appoint Jodi Ash to fill a vacant residential seat on the Customer Advisory Committee.

ACTION:

Vice President Wheaton moved and Director Sheehan seconded a motion to approve the consent calendar.

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

PRESENTATIONS:

P-1. Water Awareness Poster Contest (I)

Water Efficiency Supervisor, Rex Meurer, announced the winners of this year's Water Efficiency Poster Contest conducted by Citrus Heights Water District and the San Juan Family of Agencies. The winners for schools within the Citrus Heights Water District are:

First Place Winner: Shelby Wanless, 4th Grade, Oakview Elementary School; Teacher: Kelsey Lamb

Runner-Up: Kendra Ezell, 4th Grade, Trajan Elementary School; Teacher: Christy Blake

Runner-Up: Kenadie Russel, 4th Grade, Oakview Elementary School; Teacher: Kelsey Lamb

PUBLIC HEARING:

PH-1. Hold Public Hearing #4 to Receive Public Comments on Transition to “By-District” Electoral System under the California Voting Rights Act and Adopt Ordinance 01-2020 to Transition to “By-District” Electoral System under the California Voting Rights Act (A)

President Riehle opened the public hearing at 7:17 p.m.

There was no public comment.

President Riehle closed the public hearing at 7:25 p.m.

ACTION:

Vice President Wheaton moved and Director Sheehan seconded a motion to hold Public Hearing #4 to Receive Public Comments on Transition to “By-District” Electoral System under the California Voting Rights Act and Adopt Ordinance 01-2020 to Transition to “By-District” Electoral System under the California Voting Rights Act.

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

STUDY SESSIONS:

S-1. Groundwater Program Update

Director of Operations, David Gordon; Water Resources Supervisor, Brian Hensley; and Habib Isaac, IB Consulting, Inc. presented an overview of the District’s Groundwater Program.

S-2. Study Session on Financial Policies Update

Assistant General Counsel, Joshua Nelson; and Director of Finance and Administrative Services, Susan Talwar, presented an overview of the 6000 Series – Fiscal Management Policies and recommendations for policy updates.

BUSINESS:

B-1. Discussion and Possible Action to Accept a Comprehensive Annual Financial Report for Year Ending December 31, 2019 (A)

ACTION:

Director Sheehan moved and Vice President Wheaton seconded a motion to Accept the Audited Financial Statements of the Citrus Heights Water District for Year ending December 31, 2019 and related reports; and accept the Memorandum on Internal Control and Required Communications for the Year ended December 31, 2019.

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

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

- D-1. Regional Water Authority (Riehle).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Riehle).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Henry).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Talwar/Henry).
- D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Henry).
- D-9. Customer Advisory Committee (Riehle/Gordon/Pieri).
- D-10. Other Reports (Henry).

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

- June 17, 2020 6:30 PM Regular Meeting
- July 15, 2020 6:30 PM Regular Meeting—Cancelled
- September 15, 2020 6:30 PM Regular Meeting
- October 21, 2020 6:30 PM Regular Meeting
- November 18, 2020 6:30 PM Regular Meeting
- December 16, 2020 6:30 PM Regular Meeting

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 9:34 p.m.

APPROVED:

MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT

CC-02

MAY 2020

REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
685,589	569,081	152,784	18,374	43,957	98,607

General Ledger Balance	Total
Outstanding A/R	772,523.39
Outstanding Liens	-
Outstanding Grants	1,453
A/R Other	(25,348)
Less Unapplied Payments	(100,603)
Total	\$ 648,026

**CITRUS HEIGHTS WATER DISTRICT
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
May 31, 2020**

CC-03

Assessor/Collector Roll Adjustment May-20		
	Dollar	Count
DEFAULT		
One-Time Courtesy	\$ 7.38	1
DEFAULT Total	\$ 7.38	1
Grand Total	\$ 7.38	1

Reason For Cancellation	Charge Type	Amount
One-Time Courtesy	DEFAULT	7.38
		\$ 7.38

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS
MAY 2020**

<hr/>		
Bank of the West		
Beginning Balance		\$8,361,201
RECEIPTS:	1,236,433	
DISBURSEMENTS:		
Checks Issued / ACH Payments	732,213	
Payroll	340,974	
Returned Checks	1,187	
	1,074,374	162,059
Bank of the West		
Balance per Bank 05/31/2020		8,523,260
Outstanding Checks		(136,559)
Deposit in Transit		103,767
Balance Per Books 05/31/2020		\$8,490,469
<hr/>		

RECONCILEMENT:		
Bank of the West		\$8,490,469
Local Agency Investment Fund		6,451,499
COP Reserve Account		540,707
Money Mkt Activity Account		543,901
TOTAL BALANCE		\$16,026,576
<hr/>		

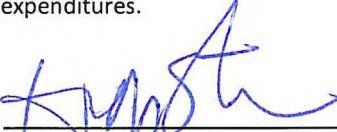
CASH & INVESTMENT SUMMARY:		
Bank of the West (General Account)		8,490,469
Local Agency Investment Fund		6,451,499
COP 2010 Reserve Account		540,707
Money Mkt Activity Account		543,901
Total		\$16,026,576

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	2.03%	32,306.79	4/15/2020

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.



ALBERTO PRECIADO
Deputy Treasurer



HILARY M. STRAUS
Secretary

Signed: 06/10/2020

TREASURER'S REPORT OF FUND BALANCES
May 31, 2020

Fund Name	Beginning Balance 01/01/2020	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 05/31/2020	2020 Target Balance per Policy
Operating Fund	\$ 744,972	\$ 5,169,026	\$ (4,412,622)	\$ 1,236,433	\$ (1,074,374)	\$ 1,663,435	\$ 2,334,017
Operating Reserve	\$ 3,592,065	\$ -	\$ -	\$ -	\$ -	\$ 3,592,065	N/A
Rate Stabilization Fund	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,796,860	\$ -	\$ -	\$ -	\$ -	\$ 2,796,860	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$ -	\$ -	\$ -	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,623,173	\$ -	\$ -	\$ -	\$ -	\$ 1,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$ -	\$ -	\$ -	\$ -	\$ 1,525,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$ -	\$ -	\$ -	\$ -	\$ 405,319	\$ 1,079,527
	<u>\$ 12,758,605</u>	<u>5,169,026</u>	<u>\$ (4,412,622)</u>	<u>\$ 1,236,433</u>	<u>\$ (1,074,374)</u>	<u>\$ 13,677,068</u>	<u>\$ 7,613,351</u>


 ALBERTO PRECIADO, Deputy Treasurer

TREASURER'S REPORT OF FUND BALANCES
May 31, 2020

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,236,433	from funds collected in May 2020 per Treasurer's Report
	<u>\$ (1,074,374)</u>	disbursements made in May 2020 per Treasurer's Report
	\$ 162,059	

Citrus Heights Water District
Budget Performance Report
As of 5/31/2020

CC-06

	May	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Revenues						
Metered Service Charges	\$656,157.34	\$4,150,337.72	\$3,994,205.00	\$156,132.72	3.91%	\$9,586,090.00
Metered Water Deliveries	232,061.53	1,395,190.02	1,238,160.00	157,030.02	12.68%	5,234,960.00
Non-Metered Service Charges	3,097.34	40,188.88	58,335.00	(18,146.12)	-31.11%	140,000.00
Penalties	240.62	14,685.72	35,479.00	(20,793.28)	-58.61%	150,000.00
Interest	2,361.60	46,439.87	18,975.00	27,464.87	144.74%	45,535.00
Backflow Fees	2,702.80	23,141.88	48,335.00	(25,193.12)	-52.12%	116,000.00
Water Service Install & S&R	1,358.98	16,475.37	11,375.00	5,100.37	44.84%	27,300.00
Miscellaneous *	133.62	34,075.19	61,250.00	(27,174.81)	-44.37%	147,000.00
Cost Reimbursements	336.81	20,057.78		20,057.78	0.00%	
Income - Wheeling Water			1,125.00	(1,125.00)	-100.00%	2,700.00
Total Revenue	898,450.64	5,740,592.43	5,467,239.00	273,353.43	5.00%	15,449,585.00
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		963,541.40	1,303,145.85	(339,604.45)	-26.06%	3,127,550.04
Ground Water	51,199.47	268,777.58	344,884.35	(76,106.77)	-22.07%	827,722.44
	51,199.47	1,232,318.98	1,648,030.20	(415,711.22)	-25.22%	3,955,272.48
Labor & Benefits						
Labor Regular	238,610.89	1,322,577.21	1,402,310.55	(79,733.34)	-5.69%	3,365,545.32
Labor Non-Regular	1,012.00	8,266.00		8,266.00	0.00%	0.00
Labor Taxes	18,975.72	105,784.95	111,341.90	(5,556.95)	-4.99%	267,220.56
Labor Workers Comp		34,589.09	38,125.00	(3,535.91)	-9.27%	91,500.00
Labor External	1,950.00	8,354.22	73,658.35	(65,304.13)	-88.66%	176,780.04
Benefits Med/Den/Vis	35,047.88	212,897.24	241,555.75	(28,658.51)	-11.86%	579,733.80
Benefits LTD/Life/EAP	(601.66)	15,398.29	61,142.70	(45,744.41)	-74.82%	146,742.48
Benefits CalPers	10,707.84	82,698.86	137,758.00	(55,059.14)	-39.97%	330,619.20
Benefits Other	3,427.44	21,371.58	12,916.65	8,454.93	65.46%	30,999.96
Benefit Retiree Expenses	3,495.93	17,479.65	22,773.40	(5,293.75)	-23.25%	54,656.16
Benefit Unemployment			3,507.95	(3,507.95)	-100.00%	8,419.08
Benefit GASB 68		180,545.50	158,569.15	21,976.35	13.86%	380,565.96
Capitalized Labor & Benefit Contra	(43,773.52)	(214,828.01)	(208,333.35)	(6,494.66)	3.12%	(500,000.04)
	268,852.52	1,795,134.58	2,055,326.05	(260,191.47)	-12.66%	4,932,782.52
General & Administrative						
Fees & Charges	11,438.42	24,530.29	89,043.75	(64,513.46)	-72.45%	213,705.00
Regulatory Compliance/Permits	6,021.10	76,016.85	37,214.60	38,802.25	104.27%	89,315.04
District Events & Recognition	(727.44)	8,993.29	55,030.45	(46,037.16)	-83.66%	132,073.08

Citrus Heights Water District
Budget Performance Report
As of 5/31/2020

CC-06

	May	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Maintenance/Licensing	764.30	110,930.46	57,087.50	53,842.96	94.32%	137,010.00
Equipment Maintenance	6,422.37	40,861.79	41,302.05	(440.26)	-1.07%	99,124.92
Professional Development	(7,163.00)	33,295.81	65,305.40	(32,009.59)	-49.02%	156,732.96
Department Admin	30	30.00	10,708.35	(10,678.35)	-99.72%	25,700.04
Dues & Subscriptions	558.99	113,139.31	81,594.20	31,545.11	38.66%	195,826.08
Fuel & Oil	3,757.11	17,300.46	26,829.15	(9,528.69)	-35.52%	64,389.96
General Supplies	6,066.45	18,124.05	28,333.30	(10,209.25)	-36.03%	67,999.92
Insurance - Auto/Prop/Liab		64,535.87	42,500.00	22,035.87	51.85%	102,000.00
Leasing/Equipment Rental	4,038.18	11,993.02	16,625.00	(4,631.98)	-27.86%	39,900.00
Parts & Materials	16,107.35	144,560.04	22,916.65	121,643.39	530.81%	54,999.96
Postage/Shipping/Freight	3,536.72	39,461.45	71,500.00	(32,038.55)	-44.81%	171,600.00
Rebates & Incentives		1,575.00	15,375.00	(13,800.00)	-89.76%	36,900.00
Telecom/Network	4,575.52	17,969.56	17,975.00	(5.44)	-0.03%	43,140.00
Tools & Equipment	4,069.55	12,216.01	36,291.70	(24,075.69)	-66.34%	87,100.08
Utilities	423.62	2,129.49		2,129.49	0.00%	
Write-Off Bad Debt Exp			2,083.35	(2,083.35)	-100.00%	5,000.04
Capitalized G&A Contra	(18,405.06)	(74,623.66)		(74,623.66)	0.00%	
Capitalized Equipment Contra	(26,971.19)	(139,332.07)		(139,332.07)	0.00%	
	14,542.99	523,707.02	717,715.45	(194,008.43)	-27.03%	1,722,517.08
Professional & Contract Services						
Support Services	71,606.54	172,104.28	765,485.35	(593,381.07)	-77.52%	1,837,164.84
Legal Services	13,871.00	51,367.45	126,041.70	(74,674.25)	-59.25%	302,500.08
Printing Services	1,155.00	1,491.33	20,291.70	(18,800.37)	-92.65%	48,700.08
	86,632.54	224,963.06	911,818.75	(686,855.69)	-75.33%	2,188,365.00
Reserves & Debt Services						
Interest Expense		12,366.70	40,859.41	(28,492.71)	-69.73%	98,062.57
Net Increase(Decrease) in Value of Investments		11,298.97		11,298.97	0.00%	
		23,665.67	40,859.41	(17,193.74)	-42.08%	98,062.57
Total Operating Expenses	421,227.52	3,799,789.31	5,373,749.86	(1,573,960.55)	-29.29%	12,896,999.65
Net Income / (Expense)	477,223.12	1,940,803.12	93,489.14	1,847,313.98	1975.97%	2,552,585.35

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 5/2020

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2019	Month to Date	Year to Date	Project to Date	
C16-134	Auburn Blvd-Rusch Park Placer	\$10,000	\$609	\$0	\$0	\$609	\$9,391
C19-108	6230 Sylvan East Wall	\$50,000	\$2,432	\$0	\$414	\$2,846	\$47,154
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$0	\$0	\$0	\$0	\$100,000
C20-109	Corp Yard Plans Specs Estimate	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Construction in Progress		\$185,000	\$3,042	\$0	\$414	\$3,456	\$181,544
C20-010	Water Main Replacements	\$70,000	\$0	\$431	\$431	\$431	\$69,569
C20-011	Water Valve Replacements	\$100,000	\$0	\$2,044	\$13,584	\$13,584	\$86,416
C20-012	Water Service Connections	\$850,000	\$0	\$40,169	\$266,593	\$266,593	\$583,407
C20-013	Water Meter Replacements	\$100,000	\$0	\$3,237	\$8,053	\$8,053	\$91,947
C20-014	Fire Hydrants	\$160,000	\$0	\$20,189	\$37,460	\$37,460	\$122,540
Annual Infrastructure		\$1,280,000	\$0	\$66,070	\$326,121	\$326,121	\$953,879
C15-104B	Document Management System	\$250,000	\$5,361	\$0	\$90,000	\$95,361	\$154,639
C19-003	Fleet/Field Operations Equip	\$295,000	\$61,079	\$0	\$0	\$61,079	\$233,921
C20-003	Fleet/Field Operations Equip	\$380,000	\$0	\$0	\$103,483	\$103,483	\$276,517
C20-004	Technology Hardware/Software	\$55,000	\$0	\$1,769	\$1,769	\$1,769	\$53,231
Fleet and Equipment		\$980,000	\$66,440	\$1,769	\$195,252	\$261,692	\$718,308
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,288	\$91	\$0	\$0	\$91	\$24,197
C17-102	Michigan Dr - Sunrise to West	\$397,897	\$54,093	\$9,151	\$79,578	\$212,979	\$264,227
C18-103	Cologne Way 6in Main Replace	\$267,069	\$60,776	\$4,109	\$128,319	\$133,696	\$77,974
C19-101	Robie Way 8" Main Replacement	\$341,382	\$8,338	\$10,689	\$5,650	\$35,321	\$327,394
C19-104	Admiral MainRepl 8"	\$291,439	\$0	\$3,453	\$17,186	\$22,179	\$274,253
C19-105	Whyte MainRepl 8" Langley	\$742,655	\$27,982	\$10,814	\$4,999	\$58,252	\$709,674
C19-106	Wells Ave Main 8"	\$22,460	\$8,341	\$12,684	\$1,800	\$16,115	\$12,320
C19-107	Rowan MainRep 8/6" Grady	\$119,095	\$4,511	\$34,176	\$14,415	\$60,934	\$100,169

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 5/2020

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2019	Month to Date	Year to Date	Project to Date	
C20-101	Fair Oaks Blvd	\$56,439	\$0	\$0	\$0	\$0	\$56,439
C20-102	Langley Ave & Chance Dr	\$67,019	\$0	\$0	\$0	\$0	\$67,019
C20-103	Marsala Ct	\$7,482	\$0	\$0	\$0	\$0	\$7,482
C20-104	Skycrest School	\$13,765	\$0	\$205	\$881	\$881	\$12,884
C20-105	Walnut Drive	\$17,133	\$0	\$0	\$0	\$0	\$17,133
C20-106	Wisconsin Drive	\$33,238	\$0	\$6,250	\$7,139	\$7,139	\$26,099
Water Mains		\$2,429,138	\$164,131	\$91,532	\$259,967	\$547,587	\$2,005,040
C19-040C	Mariposa Ave SR2S Phase IV	\$0	\$508	\$0	\$0	\$508	(\$508)
C20-005	Facilities Improvements	\$100,000	\$0	\$0	\$56,424	\$56,424	\$43,576
C20-040	Other City Partnerships	\$150,000	\$0	\$0	\$0	\$0	\$150,000
C20-041	Other Misc Infrastructure	\$110,000	\$0	\$0	\$0	\$0	\$110,000
Miscellaneous Projects		\$360,000	\$0	\$0	\$56,424	\$56,424	\$303,576
C17-104	Groundwater Well Property Acq	\$640,000	\$346,052	\$1,166	\$20,993	\$367,044	\$272,956
C17-104A	Well #7 Patton	\$250,000	\$30,189	\$2,604	\$2,604	\$32,794	\$217,206
C17-104B	Well #8 Highland	\$0	\$11,731	\$5,586	\$13,689	\$25,420	(\$25,420)
C20-020	Groundwater Well Improvements	\$150,000	\$0	\$0	\$0	\$0	\$150,000
C20-107	Well Design & Construction	\$563,500	\$0	\$0	\$0	\$0	\$563,500
Wells		\$1,603,500	\$387,972	\$9,356	\$37,286	\$425,258	\$1,178,242
Grand Totals:		\$6,837,638	\$621,584	\$168,726	\$875,465	\$1,620,539	\$5,340,589

MAY 2020 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
69557	Robert E/Michael L Hastey	Customer Refund	\$135.17
69558	Terry L/Susie A Milton	Customer Refund	\$238.41
69559	James A/Debra D Watson	Customer Refund	\$175.00
69560	Evelyn Marios Casey	Customer Refund	\$300.94
69561	Christina E Vitale	Customer Refund	\$10.58
69562	Judith J Pruess-Mellow	Customer Refund	\$12.89
69563	Thomas M/Lesley A Kleemann	Customer Refund	\$284.94
69564	Scott M/Lynette Rindal	Customer Refund	\$27.82
69565	ABA DABA Rentals & Sales	Supplies-Field	\$214.55
69566	ACWA/JPIA	Workers Comp Insurance	\$17,215.27
69567	AFLAC	Employee Paid Insurance	\$290.48
69568	Alexander's Contract Services	Contract Services-Meter Read	\$6,483.75
69569	All Star Rents	Equipment Rental-Field	\$130.49
69570	Aqua Sierra Controls	Wells Maintenance	\$870.00
69571	BSK Associates	Water Analysis	\$518.00
69572	Burketts	Office Expense	\$32.27
69573	California Landscape Associates Inc	Janitorial	\$200.00
69574	Caltronics Business System	Small Office Equipment	\$242.44
69575	Citrus Heights Community Center	Equipmetn Rental-Office	\$1,350.00
69576	Robin Cope	Health Insurance	\$451.00
69577	Ascent Builders	Customer Refund	\$1,512.01
69578	Cybex	Equipment Rental-Office	\$172.71
69579	Employee Relations Inc	Contract Services-Other	\$35.50
69580	Kendra Ezell	Water Conservation -Other	\$50.00
69581	Fastenal Company	Supplies-Field	\$232.74
69582	First Apostolic Church of Citrus Heights	Fixed Assets	\$887.50
69583	FP Mailing Solutions	Equipment Rental-Office	\$147.08
69584	Future Ford	Repair-Trucks	\$1,487.44
69585	GEI Consultants	Contract Services-Wells	\$16,339.00
69586	Ferguson Enterprises Inc #1423	Material	\$19,138.05
69587	Harris Industrial Gases	Supplies-Field	\$22.42
69588	Integrity Administrators Inc	Health Insurance	\$219.42
69589	KASL Consulting Engineers	Contract Services-Engineering	\$16,128.41
69590	Kelsey Lamb	Water Conservation -Other	\$100.00
69591	Messenger Publishing Group	Publication Notices	\$280.00
69592	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$5,248.62

MAY 2020 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
69593	Protection One Alarm Monitoring	Equipment Rental-Office	\$973.85
69594	Republic Services #922	Utilities	\$274.76
69595	Kenadie Russel	Water Conservation -Other	\$50.00
69596	San Juan Water District	Purchased Water	\$541,949.40
69597	Les Schwab Tires	Repair-Trucks	\$2,061.10
69598	Simon and Company Inc	Contract Services-Other	\$1,000.00
69599	SMUD	Utilities	\$13,359.17
69600	Sonitrol	Equipment Rental-Office	\$189.00
69601	Tee Janitorial & Maintenance	Contract Services-Other	\$1,790.64
69602	A. Teichert & Son, Inc.	Road Base	\$1,345.25
69603	The HON Company LLC	Material	\$10,045.34
69604	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
69605	Walker's Office Supplies	Office Expense	\$129.19
69606	Shelby Wanless	Water Conservation -Other	\$100.00
69607	Williams+Paddon	Contract Services-Engineering	\$929.09
69608	Winner Chevrolet, Inc	Fixed Assets	\$25,656.92
69609	Christy Blake	Water Conservation -Other	\$100.00
69610	Kelsey Lamb	Water Conservation -Other	\$100.00
69611	Bender Rosenthal Incorporated	Contract Services-Other	\$13,071.43
69612	Chrys A Smith	Customer Refund	\$90.87
69613	Saied Ferdosian	Customer Refund	\$8.30
69614	Amanda C Rued	Customer Refund	\$48.76
69615	Daniel/Esther Roque	Customer Refund	\$10.17
69616	MV Investments & More, LLC	Customer Refund	\$299.11
69617	Marsha G Barstad	Customer Refund	\$149.40
69618	Lupton Excavation Inc	Customer Refund	\$1,810.83
69619	ABA DABA Rentals & Sales	Supplies-Field	\$18.43
69620	AIA Services, LLC/NDS	Water Conservation-Material/Supplies	\$4,402.33
69621	AnswerNet	Telephone-Answering Service	\$312.35
69622	Axcient Holdings LLC	Maintenance Agreement-Software	\$444.30
69623	Bart/Riebes Auto Parts	Repair-Trucks	\$24.70
69624	Best Best & Krieger	Legal & Audit	\$7,985.00
69625	Blue Jay Trucking LLC	Contract Services-Other	\$3,001.50
69626	Brake Masters #220	Repair-Trucks	\$93.45
69627	BSK Associates	Water Analysis	\$870.00
69628	Campbell Keller	Material	\$2,852.47
69629	CirclePoint	Contract Services- Water Conservation	\$3,011.25

MAY 2020 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
69630	Consolidated	Telephone-Local/Long Distance	\$1,830.46
69631	Corelogic Information Solutions Inc	Dues & Subscriptions	\$206.00
69632	County of Sacramento	Permit Fees	\$48.00
69633	Future Ford	Repair-Trucks	\$3,201.40
69634	GEI Consultants	Contract Services-Wells	\$1,303.00
69635	Hunt & Sons Inc	Gas & Oil	\$381.17
69636	Void	Void	\$0.00
69637	Interstate Sales	Small Tools	\$669.90
69638	Mr. Security Camera Inc	Contract Services-Other	\$596.25
69639	River City Fire Equipment	Repair-Equipment/Hardware	\$879.35
69640	Sagent	Contract Services-Other	\$7,497.50
69641	Les Schwab Tires	Repair-Trucks	\$666.93
69642	SureWest Directories	Telephone-Local/Long Distance	\$49.00
69643	Uni Waste LLC	Contract Services-Other	\$506.73
69644	Voyager Fleet Systems Inc	Gas & Oil	\$2,933.20
69645	Warren Consulting Engineers Inc	Contract Services-Engineering	\$6,025.00
69646	Wolf Consulting	Contract Services-Other	\$1,625.00
69647	Sagent	Contract Services-Other	\$6,111.25
Total			\$764,795.99
ACH	1168-2020-4 ICB98:B1B98:B115	Bank Fee	\$5,229.05
ACH	PAYCHEX	Contract Services-Financial	\$70.00
ACH	ADP 556508787	Contract Services-Financial	\$319.15
ACH	ADP 556845003	Contract Services-Financial	\$114.25
ACH	ADP 557260774	Contract Services-Financial	\$296.45
ACH	APRIL 2020 BOW	Bank Fee	\$1,410.78
ACH	APRIL 2020 CHASE	Bank Fee	\$2,446.06
ACH	ICMA 5/14/20 PAYDAY	Deferred Compensation	\$7,117.39
ACH	ICMA R 4/30/20 PAYDAY	Deferred Compensation	\$100.00
ACH	ICMA 4/30/20 PAYDAY	Deferred Compensation	\$7,117.39
ACH	ICMA R 5/14/20 PAYDAY	Deferred Compensation	\$100.00
ACH	JPM APRIL 2020	See May Agenda Item CC-9	\$5,750.06
ACH	JUNE 2020 CAL CHOICE	Health Insurance	\$39,344.62
ACH	MAY 2020 RELOAD FP SOLUTIONS	Postage	\$2,000.00
ACH	PERS 4/16/20 PAYDAY	PERS	\$21,059.04
ACH	VALIC 4/30/20 PAYDAY	Deferred Compensation	\$2,668.51
ACH	4/1-4/30/20 MID-AMERICA	Employee Paid Insurance	\$1,426.79

MAY 2020 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACH	VALIC 5/14/20 PAYDAY	Deferred Compensation	\$2,314.11
Total			<u>\$98,883.65</u>
Grand Total			<u><u>\$863,679.64</u></u>

June Checks Approved at June Board Meeting

69706	GM Construction & Developers	Contract Services-Engineering	\$10,545.00
69707	Harris & Associates	Contract Services-Engineering	\$55,231.40
69709	KASL Consulting Engineers	Contract Services-Engineering	\$16,802.64
69710	Pace Supply Corporation	Material	\$11,556.08
69711	Rawles Engineering Inc	Contract Services-Engineering	\$252,988.56
69713	SMUD	Utilities	\$12,082.66
69714	Warren Consulting Engineers Inc	Contract Services-Engineering	\$12,150.00
69717	SAGENT	Contract Services- Other	\$19,832.50
ACH	JP Morgan Chase Bank NA	See June Agenda Item CC-9	\$9,111.99
Total			<u>\$400,300.83</u>

**JP Morgan Purchase Card Distributions
May-20**

Name	Tools & Equipment	Equipment Maintenance	District Events & Recognition	Maintenance/Licensing	Parts and Materials	Professional Development	Support Services	General Supplies	CIP	Dues & Subscription	Total Bill
Shockley	\$ 872.86	\$ 250.99	\$ 568.37			\$ 139.00	\$ 873.25	\$ 632.79		\$ 130.00	\$ 3,467.26
Spiers		\$ 2,600.24									\$ 2,600.24
Talwar			\$ 36.82	\$ 320.00					\$ 1,935.67	\$ 3.99	\$ 2,296.48
Cutler					\$ 617.16						\$ 617.16
Pieri			\$ 55.85								\$ 55.85
Moore						\$ 75.00					\$ 75.00
Total Bill	\$ 872.86	\$ 2,851.23	\$ 661.04	\$ 320.00	\$ 617.16	\$ 214.00	\$ 873.25	\$ 632.79	\$ 1,935.67	\$ 133.99	\$ 9,111.99

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : June 2, 2020
 PREPARED BY : Brittney Moore, Management Analyst

The following District employees were recognized for perfect attendance during April 2020, and outstanding customer service and quality of work during the month of May 2020.

Administrative Services & Water Efficiency Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Kelly Drake	Yes	Assisted a customer on Patton Ave. with setting her irrigation timer. The customer was extremely happy and impressed with the District's customer service. Kelly also brought in custom facemasks for all of the employees to use. He has distributed them to many staff members.	
Madeline Henry	Yes		Coordinated Sacramento Magazine photo shoot. Coordinated public outreach strategies with staff and Board.
Dana Mellado	Yes	Customer who lives on Donnawood Way thanked Dana for her assistance in getting a leak fixed.	

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Brittney Moore	Yes		<p>Attended the May Board meetings.</p> <p>Assisted with coordinating the Principal IT Analyst recruitment.</p> <p>Conducted research for various HR policies.</p>
Rex Meurer	Yes		<p>Attended the May Board Meeting and organized the poster contest presentation.</p>
Alberto Preciado	Yes		<p>Coordinated the Comprehensive Annual Financial Report (CAFR) and presented it at the May Board meeting.</p>
Kayleigh Shepard			<p>Due to an unplanned staffing outage during Kayleigh's first week, she balanced the cash drawer and opened up the office for calls while waiting for backup staff's arrival.</p>
Beth Shockley	Yes	<p>Assisted with the Water Efficiency Poster Contest by preparing certificates, checks, and framing the posters.</p>	<p>Assisted in renewing Cradlepoint licenses that expired in August 2019.</p>
Desiree Smith		<p>Customer who lives on Palmdell Way thanked Desiree for dispatching John to check on a potential leak. A service leak was identified and then repaired by staff. The Customer said all staff who assisted are an asset to the Water District.</p> <p>Customer who lives on Donnawood Way thanked Desiree for her assistance in getting a leak fixed.</p>	

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes	Provided GIS data to Sac County for the annexation project in an expedited manner.	
Paul Dietrich	Yes		
Timothy Katkanov	Yes	Provided GIS data to Sac County for the annexation project in an expedited manner.	Prepared a fire hydrant map book for Operations.
Neil Tamagni	Yes	Provided customer accommodations during a water shutdown for District CIP project.	Worked on Friday 05/01/20 and 05/15/20 for District CIP project.

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Christopher Bell	Yes	Customer on Palmdell Way called to express their appreciation to the crew that replaced a fire hydrant on their property. They stated that the crew was extremely professional, courteous and “did one heck of a job!”	
Aaron Cater		Participated in a Fox 40 news segment about the District. Customer on Palmdell Way called to praise the District crew for being very efficient, organized, courteous and knowledgeable. They also stated that the workforce that interacted and responded to the repair are a real asset to the District.	
Tim Cutler	Yes		

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
James Ferro		Customer on Palmdell Way called to praise the District crew for being very efficient, organized, courteous and knowledgeable. They also stated that the workforce that interacted and responded to the repair are a real asset to the District.	
Jarrett Flink	Yes	Customer on Donnawood Way called to thank the District staff for a fast response to fixing a leak in front of their property. Customer on Palmdell Way called to express their appreciation to the crew that replaced a fire hydrant on their property. They stated that the crew was extremely professional, courteous and “did one heck of a job!”	
Brian Hensley	Yes		Attended the May Board Meeting and presented on the Groundwater Program. Served on the interview panel for the Principal IT Analyst position.
Rick Jimenez	Yes		
Mike Mariedth	Yes		
Jace Nunes	Yes	Customer on Donnawood Way called to thank the District staff for a fast response to fixing a leak in front of their property. Customer on Palmdell Way called to express their appreciation to the crew that replaced a fire hydrant on their property. They stated that the crew was extremely professional, courteous and “did one heck of a job!”	

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Ryon Ridner		Customer on Palmdell Way called to praise the District crew for being very efficient, organized, courteous and knowledgeable. They also stated that the workforce that interacted and responded to the repair are a real asset to the District.	
Rebecca Scott	Yes		
Nick Spiers	Yes		
John Spinella		<p>Customer on Palmdell Way called to praise John on his prompt leak investigation response. In addition to being prompt, John was courteous and knowledgeable and it was a pleasure to meet him. They also stated that the workforce that interacted and responded to the repair are a real asset to the District.</p> <p>Customer on Donnawood Way called to thank the District staff for a fast response to fixing a leak in front of their property.</p>	

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
JUNE 17, 2020 MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : June 9, 2020
 PREPARED BY : Madeline Henry, Administrative Services Manager

OBJECTIVE:
 Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA

MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
July 15, 2020- Cancelled					
August 19, 2020					
August 19, 2020		Award of Contract Admiral Ave. Water Main Replacement Project	Pieri	CC	A
August 19, 2020		2021 Strategic Plan Approval	Henry	B	A
August 19, 2020		Financial Plan Overview	Straus/Talwar	S	I/D
August 19, 2020		CIP Update	Pieri	P	A
August 19, 2020		CAC Update	Henry/Gordon/Pieri	P	A
September 16, 2020					
September 16, 2020		Annexation Project	Pieri	B	I/D
September 16, 2020		Budget Workshop	Talwar	P	I/D
October 21, 2020					
October 21, 2020		Misc. Charges and Fees - Proposed	Talwar	B	A
October 21, 2020		Award of Contract for Pavement Restoration	Gordon	B	A
October 21, 2020		Award of Contract for Trucking Services	Gordon	B	A
November 18, 2020					
November 18, 2020		Overview of Easement Project	Pieri	P	A
November 18, 2020		2021 Budget Adoption	Talwar	B	A
December 16, 2020					
December 16, 2020	Annual	District Officers	Henry	B	A
December 16, 2020	Annual	Selection of President and Vice President	Henry	B	A
December 16, 2020	Annual	Oath of Office	Henry	P	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : June 1, 2020
 PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Director of Engineering and Project Manager	Yes, Second Quarter of 2020 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Top Alternative Implementation Plan developed and discussed at CAC Workshop #8 on 09/10/19. Draft report submitted to CHWD on 01/06/20. Board Presentation expected in third Quarter of 2020.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Director of Engineering and Project Manager	Yes, 07/17/19 (Award of Contract)	Yes	Masterplan for office space requirements through 2045.	Meeting occurred to review the draft report on 03/04/20. District received final report from the District's consultant on 04/29/20.
CAPITAL IMPROVEMENT PROJECT Highland Ave & Rosa Vista Ln 8" Water Mains	Engineering	Senior Construction Inspector and Project Manager	Yes, 06/20/18 (Notice of Completion)	Yes	2017 design, 2018 construction.	Easements being prepared by District. 6825/28 Rosa Vista Lane easement recorded on 08/15/19. 6822 Rosa Vista Lane easement recorded on 11/05/19. 6821 & 6832 Rosa Vista Lane recorded on 12/27/19. Awaiting easements from one other property owner.
CAPITAL IMPROVEMENT PROJECT Michigan Dr 8" & 6" Water Mains	Engineering	Project Manager and Assistant Engineer	Yes, 02/19/20 (Award of Contract)	Yes	2019 design, 2020 construction.	Easements obtained for 8 of 8 properties. Easements recorded on 05/11/20. 100% Complete.
CAPITAL IMPROVEMENT PROJECT Cologne Way 6" Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 02/19/20 (Award of Contract)	Yes	2019 design, 2020 construction.	Easements obtained for 8 of 8 properties. Easements submitted for recording on 05/21/20. 99% Complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd East Side Wall	Engineering	Project Manager and Assistant Engineer	Yes, TBD	No	Wall along the east side of District property. 2020 design.	Draft Grant of Easement and exhibits to be submitted to SJUSD for review.
CAPITAL IMPROVEMENT PROJECT Whyte Ave & Langley Ave Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 06/17/20 (Anticipate Award of Contract)	Yes	2020 design, 2020 construction.	Right-of-Way agent began easement acquisition on 03/23/20. Plans 100% Complete. Anticipate Award of Contract at 06/17/20 Board Meeting.
CAPITAL IMPROVEMENT PROJECT Robie Way - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2020 construction.	Right-of-Way agent obtaining easements. Plans 100% Complete.
CAPITAL IMPROVEMENT PROJECT Rowan Way - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2020 construction.	Project completed by District Operations staff. 98% Complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Admiral Ave - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2020 construction.	Right-of-Way agent obtaining an easement. Plans 100% Complete. CEQA exemption and Division of Drinking Water letter sent out week of 05/18/20.
CAPITAL IMPROVEMENT PROJECT - Wells Ave - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2021 construction.	District received 95% plans. Potholing complete. Right-of-Way agent began easement acquisition on 03/19/20.
CAPITAL IMPROVEMENT PROJECT - Wisconsin Dr - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2021 construction.	Right-of-way agent task order required to obtain easements. District preparing 60% plans.
CAPITAL IMPROVEMENT PROJECT - Skycrest School Water Main	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2021 construction.	Survey completed on 04/22/20. Received 30% plans on 05/21/20.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Marsala Court Water Main	Engineering	Project Manager and Assistant Engineer	No	Yes	2020 design, 2021 construction.	Survey completed on 06/02/20. Awaiting 30% Plans.
PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Dr	Engineering	Director of Engineering and Assistant Engineer	Yes, 03/30/20, 04/15/20 (Deferment of Fees)	No	200-300 unit development by Watt Communities.	3 easements received on 02/05/20. Plans signed by District on 02/05/20. Awaiting payment of inspection fees. Project stopped on 05/04/20.
PRIVATE DEVELOPMENT Mitchell Farms Land Exchange - 7925 Arcadia Dr	Engineering	Director of Engineering and Assistant Engineer	Yes, 11/20/19 (Approval of Agreement)	No	Land Exchange of District's Well Site for development property.	District sent Agreement to Title Company on 04/13/20. Demolition completed. Site grading began on 03/31/20. Project stopped on 05/04/20.
PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch	Engineering	Director of Engineering and Assistant Engineer	No	No	23 lot subdivision.	District signed plans on 12/04/19. Reimbursement Agreement to be signed by developer.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments</p>	Engineering	Director of Engineering and Assistant Engineer	No	No	Seniors apartment complex with 42 one bedroom and 68 two bedroom units.	<p>Received Project Referral and proposed site plan on 11/13/18.</p> <p>District sent Will Serve Letter on 12/04/18.</p> <p>Awaiting first submittal from developer's engineer.</p>
<p>PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3</p>	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	<p>Plans signed on 09/19/18.</p> <p>Awaiting construction.</p>
<p>PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3</p>	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	<p>Received initial plans on 10/01/18.</p> <p>District provided comments to the developer's engineer on 01/02/19.</p>
<p>PRIVATE DEVELOPMENT 8116 Holly Dr Parcel Split 1 - 2</p>	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 2 with 2 existing homes and meters.	<p>Received Project Referral 11/16/18.</p> <p>Conditions of Approval letter sent 11/28/18.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 208 Langley Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 2 lots. New single family home construction on one lot.	District sent correspondence to property owner on 04/20/20.
PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village Phase 1	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of Sunrise Village.	District provided Will Serve Letter to the City on 07/31/19. Submittal received on 05/07/20.
PRIVATE DEVELOPMENT 8501 Auburn Blvd Parcel Split	Engineering	Director of Engineering and Assistant Engineer	No	No	Potential parcel split from one parcel to four parcels.	Sent Conditions of Approval letter on 09/06/18.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 8501 Auburn Blvd Studio Movie Grill</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes, Quitclaim (06/17/20)</p>	<p>No</p>	<p>Commercial Development.</p>	<p>Final plans signed on 10/17/19.</p> <p>100% complete on water service to Studio Movie Grill. Contractor to complete improvements to two other parcels.</p> <p>Received revisions to easement and quitclaims on 04/14/20.</p> <p>Quitclaim anticipated to be submitted for Board approval on 06/17/20.</p>
<p>PRIVATE DEVELOPMENT 8505 Auburn Blvd Laundromat</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Commercial Development.</p>	<p>Preliminary plans submitted on 05/12/20.</p> <p>District provided comments on 05/18/20.</p>
<p>PRIVATE DEVELOPMENT 7969 Madison Ave Orchard Apts Storage Units</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Demo tennis courts to make storage unit with fire sprinkler system.</p>	<p>Payment received for Fees on 04/01/20.</p> <p>Awaiting plans for signature/approval.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 7435 Stock Ranch Rd USPI Surgical Center</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Proposed multi-use outpatient surgical center.</p>	<p>Plan Check Fees paid on 03/24/20. Awaiting plans for signature/approval.</p>
<p>PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Proposed multi-unit housing complex for low-income and homeless.</p>	<p>Received project referral and initial plans on 10/11/18. Will-Serve letter sent on 11/21/18. Awaiting first plan submittal from developer's engineer.</p>
<p>PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Proposed memory care facility.</p>	<p>Received schematic plans on 05/08/19. Will-Serve letter sent on 05/20/19.</p>
<p>PRIVATE DEVELOPMENT Livoti Development</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Six Parcel Subdivision.</p>	<p>Received second submittal on 05/20/19. District provided comments to the engineer on 06/26/19.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7800 Greenback Ln Hobby Lobby	Engineering	Assistant Engineer and Senior Construction Inspector	No	No	Commercial Development.	100% Complete. Letter of Acceptance sent on 05/18/20.
PRIVATE DEVELOPMENT 7312 Veterans Lane	Engineering	Assistant Engineer and Senior Construction Inspector	No	No	Single Family Home water service and fire hydrant.	Plans signed on 12/05/19. Construction 100% Complete. Letter of Acceptance sent on 05/26/20.
PRIVATE DEVELOPMENT 7056 Sunrise Blvd Starbucks	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Plan Check Fees paid on 05/13/20. Plans signed on 05/13/20.
CITY OF CITRUS HEIGHTS DRAINAGE PROJECT Wonder St	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	Yes	Wonder St Drainage Project.	Anticipate bid and start of construction in 2020.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>CITY OF CITRUS HEIGHTS PROJECT Bonita & Old Auburn Rd Storm Drain Improvements</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Bonita Way & Old Auburn Rd Storm Drain Project.</p>	<p>Plans signed on 05/06/20.</p> <p>Water relocation to be performed by Operations prior to storm drain improvements.</p> <p>Gas lines being relocated by PG&E.</p> <p>Anticipate bid and start of construction in 2020.</p>
<p>CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>Yes</p>	<p>Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.</p>	<p>Attended kick-off meeting with the City on 01/14/19.</p> <p>District provided comments to City's engineer on 05/02/19. Awaiting final plans from the City's engineer.</p> <p>District prepared Cost Liability letter to the City of Citrus Heights on 06/27/19.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
District-wide Annexation Project	Engineering	Director of Engineering , Project Manager and Assistant Engineer	Yes, 07/17/19 (Award of Contract), 10/16/19 (Customer Letters), 04/15/20 (Resolution to begin LAFCo review)	Yes	Annex properties into the District to clarify and revise District boundaries.	Project 75% Complete. LAFCo application and supporting documents submitted to Sacramento LAFCo on 05/04/20. LAFCo Hearing anticipated in August.
District-wide Easement Project	Engineering	Director of Engineering, Project Manager and Assistant Engineer	Yes, TBD	Yes	Research and review District facility locations and easements for potential additions/revisions.	Staff will begin this project once the annexation project is near completion.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : June 2, 2020
 PREPARED BY : David M. Gordon, Director of Operations
 Tim Cutler, Water Distribution Supervisor
 Rebecca Scott, Senior Management Analyst

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	May	Year to Date		May	Year to Date
Backflow Maintenance	0	0	C19-010 Water Mainline	0	0
Blow Off Maintenance	0	1	C19-011 Water Valves	3	9
Hydrant Maintenance	92	423	C19-012 Water Services	22	134
Leak Investigation	1	1	C19-013 Water Meters	3	11
Mainline Repair/Maintenance	0	1	C19-014 Fire Hydrants	3	6
Meter Box Maintenance	1	18	C19-103 Pot Hole Main	0	0
Meter Register Replacement	52	226	TOTAL	31	160
Meter Repair/Test/Maintenance	1	3	Water Quality		
Pot Hole Work	0	1	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.</i>		
Water Service Repair/Locate	0	2			
Valve, Mainline Maintenance	168	773			
Valve Box Maintenance	3	8			
TOTAL	318	1457			

CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
JUNE 17, 2020 MEETING

SUBJECT : 2020 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : June 2, 2020
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 David M. Gordon, Director of Operations

OBJECTIVE:

Monthly water supply report, including a comparison to the corresponding month in the prior 5 years. The 2013 data is included for reference as it is the baseline consumption year for water conservation mandates.

Month	2013	2015	2016	2017	2018	2019	2020				Year-to-Date Comparison to 2013	
	Total Water Monthly acre feet						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
							acre feet					
Jan	602.52	570.05	539.60	506.81	531.38	520.86	425.22	93.81	519.03	519.03	-83.49	-13.9%
Feb	606.36	511.52	484.53	443.99	525.73	447.48	488.25	101.55	589.80	1,108.83	-100.05	-8.3%
Mar	819.55	725.95	517.56	546.60	540.78	516.87	569.86	84.45	654.31	1,763.14	-265.29	-13.1%
Apr	1,029.73	761.02	677.81	575.52	646.09	682.90	678.55	88.69	767.24	2,530.38	-527.78	-17.3%
May	1,603.43	869.08	979.49	1,138.72	1,072.27	977.41	1,103.17	65.82	1,168.99	3,699.37	-962.22	-20.6%
Jun	1,816.73	1,065.10	1,343.76	1,412.94	1,387.03	1,328.07						
Jul	2,059.21	1,184.95	1,544.57	1,650.76	1,737.13	1,582.40						
Aug	1,924.28	1,188.18	1,579.80	1,570.80	1,583.78	1,603.36						
Sep	1,509.82	1,069.78	1,257.91	1,441.76	1,330.19	1,297.12						
Oct	1,297.42	918.67	840.80	1,128.97	1,061.88	1,083.17						
Nov	911.55	589.6	561.82	631.55	807.7	839.06						
Dec	700.94	519.57	518.62	574.43	558.97	548.17						
Total	14,881.54	9,973.47	10,846.27	11,622.85	11,782.93	11,426.87	3,265.05	434.32	3,699.37	3,699.37		
% of Total							88.26%	11.74%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : June 9, 2020
PREPARED BY : David M. Gordon, Director of Operations
 Brian Hensley, Water Resources Supervisor

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of June 1, 2020, storage in Folsom Lake (Lake) was at 790,500 acre-feet, 81 percent of the total capacity of 977,000 acre-feet. This represents an increase in storage of 93,700 acre-feet in the past month.

The District's total water use during the month of May 2020 (1,168.99 acre-feet) was 27.1 percent below that of May 2013 (1603.43 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
 STATUS : Information Item
 REPORT DATE : June 11, 2020
 PREPARED BY : Rex W. Meurer, Water Efficiency Supervisor

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

ACTIVITIES AND PROGRESS REPORT

Water Efficiency, Safety and Meter Program activities during the month of May 2020 include:

- One High Efficiency Toilet (HET) rebate was processed. This compares to 6 HET rebates processed for the month of May 2019. The five year monthly average (2015-2019) of May HET rebates is 7.
- A total of six High Efficiency Clothes Washer (HECW) rebates were issued during the first quarter of 2020. This compares to seven HECW rebates issued for the first quarter of 2019. A total of six HECW rebates have been issued year to date.
- 22 service calls were completed. There were five reports of water waste received through CHWD's Water Efficiency web page. Staff began reaching out to customers via telephone for water waste violations and leak notifications.
- CHWD's WaterSmart classes have been restructured to be given online as a "virtual" class for 2020. The first class was held on Tuesday, June 9th. The second class is scheduled for Thursday, June 11th. Classes are from 6:30 – 7:30 pm. The first class was titled "Groundwork for Creating Your Green Plan". Attendees learned how to assess existing conditions in their yard. This information can be used to create a base plan when designing your garden. The second class is titled "Putting Your Green Plan Together". Attendees will learn how to design their irrigation system, group plants and learn the different characteristics of soil.
- CHWD has secured three garden plots at the Sylvan Ranch Community Garden (SRCG). The plots will feature water efficient landscaping. The project will be completed in two phases. Phase I will include a gardening area at the corner of Sylvan Rd. and Stock Ranch Rd. Phase II will be an education area for activities, such as workshops and presentations. Kaler Dobler was awarded the contract to build the project. Construction is expected to begin in late June. CHWD will soon be recruiting for a volunteer "Garden Corps," which will be a group of CHWD customers willing to help plant and maintain the District's garden plots at the Sylvan Ranch Community Garden. As the District's planter boxes are scheduled for construction in the next few months, the Garden Corps members will work with a certified landscaping specialist to design and plant the first flowers and plants for CHWD's plots. Once the planter boxes are complete, volunteers will periodically maintain the plots by removing weeds and checking the irrigation, including the smart controller timers.

- Due to COVID-19 restrictions, staff has suspended group safety presentations. Staff plans to resume the group safety meetings once the restrictions are lifted.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

Month	R-GPCD 2019	R-GPCD 2020	% CHANGE
January	76	76	0%
February	72	92	+21.7
March	75	95	+26.6
April	103	116	+12.6
May	147	170	+15.6

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE THE DISPOSITION OF REAL PROPERTY
 STATUS : Action Item – Consent Calendar
 REPORT DATE : June 2, 2020
 PREPARED BY : Missy Pieri, Director of Engineering /District Engineer

OBJECTIVE:

Consider adoption of Resolution 08-2020 approving a Quitclaim Deed within the property at 8501 Auburn Boulevard, Assessor's Parcel Number 204-0610-018-0000.

BACKGROUND AND ANALYSIS:

The property at 8501 Auburn Boulevard is being redeveloped into a movie theater and other commercial buildings. Upon review of the property title, it was identified that in 1979, Citrus Heights Irrigation District (District) was granted a 10-foot wide right of way and easement (1979 Easement) to build, construct, reconstruct and to operate and maintain water pipelines for said parcel (see Attachment 1). Upon review of the District's water infrastructure maps and old plans, there appears to never have been any water facilities within this easement.

The District received improvement plans from the developer for the redevelopment of this property, which were reviewed and approved by the Engineering Department on October 17, 2019. The improvement plans include water services to the building in locations different than where the 1979 Easement was previously granted. The property owner is granting the District new water easements for the new water infrastructure at no cost to the District and will be executed independently from this request.

This 1979 Easement is no longer needed or desired by the District. A Resolution (R08-2020) and Quitclaim Deed is requested to remove the Grant of Easement for this waterline easement (see Attachments 2 and 3, respectively).

RECOMMENDATION:

Adopt Resolution 08-2020 (approving a Quitclaim Deed within the property at 8501 Auburn Boulevard) and approve the Quitclaim Deed for said property.

ATTACHMENTS:

- 1) Existing 1979 Grant of Easement and Resolution 21-79.
- 2) Resolution 08-2020: Approving a Quitclaim Deed to TNTF, LLC.
- 3) Quitclaim Deed APN 204-0610-018-0000, 8501 Auburn Boulevard

ACTION:

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

ATTACHMENT 1

**Existing 1979 Grant of Easement &
Resolution 21-79**

7910 05

SACRAMENTO COUNTY

RECORDED AT THE REQUEST OF
AND RETURN TO:

NO FEE FOR RECORDATION
GOVT. CODE SECTION 6103

CITRUS HEIGHTS IRRIGATION
DISTRICT
P.O. BOX 286
CITRUS HEIGHTS, CA 95610

GRANT OF EASEMENT

170793

BK 79-10-05 PG 2248

170793

RALPH G. COBURN, GEORGE T. CONKLIN, JR., BRINLEY
M. HALL, JOHN C. HUBBARD, JOHN F. MECK, JOSEPH H. TAGGERT AND
RICHARD S. WILLIS AND THEIR SUCCESSORS AS TRUSTEES OF
HUBBARD REAL ESTATE INVESTMENTS, AN UNINCORPORATED MASSA-
CHUSETTS VOLUNTARY ASSOCIATION OF THE TYPE COMMONLY KNOWN
AS A MASSACHUSETTS BUSINESS TRUST, ESTABLISHED BY DECLARATION
OF TRUST DATED JULY 7, 1969, AS AMENDED, A COPY OF WHICH IS
ON FILE IN THE OFFICE OF THE SECRETARY OF THE COMMONWEALTH
OF MASSACHUSETTS, for a valuable consideration, does hereby
grant to the CITRUS HEIGHTS IRRIGATION DISTRICT, a right of
way and easement to build, construct, reconstruct and to
operate and maintain water pipelines together with any and
all appurtenances appertaining thereto (collectively, the
"facilities"); said facilities to be of such size and char-
acter as Grantee may determine, on, over, across and under
all that certain real property situate in the County of Sacra-
mento, State of California, particularly described in Exhibit A
annexed hereto.

170793

Grantee hereby assumes the responsibility for the
maintenance and repair of the facilities.

Should Grantee remove or abandon the use of the
facilities, or fail for any reasonable period of time to
exercise the rights herein granted, all rights and privileges
hereunder shall cease and revert to the Grantor.

→

7910 05

SACRAMENTO COUNTY

.. 2249

The facilities shall be operated, maintained, altered, or removed in such a manner as not to obstruct or interfere with the operation of any of the facilities of Grantor or its tenants now or hereafter located on the Premises.

Grantee will protect, indemnify, save harmless and defend Grantor and its tenants from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against Grantor or its tenants by reason of any accident, injury to or death of persons or loss of or damage to property occurring directly or indirectly from the exercise by Grantee of the rights and privileges herein granted or the construction, operation, maintenance, failure to maintain, or removal of the facilities.

Grantor reserves the right to relocate the facilities at Grantor's expense.

Except as provided in the preceding paragraph, the installation, operation, maintenance and removal of the facilities shall be accomplished without cost or expense to Grantor.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement this 30th day of August, 1979.

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF

OCT 5 4 35 PM 1979

Alvin J. Rodde
SACRAMENTO COUNTY RECORDER

RALPH G. COBURN, GEORGE T. CONKLIN, JR.,
BRINLEY M. HALL, HOHN C. HUBBARD, JOHN
H. TAGGERT AND RICHARD S. WILLIS AND
THEIR SUCCESSORS AS TRUSTEES OF HUBBARD
REAL ESTATE INVESTMENTS, AN UNINCORPORAT-
ED MASSACHUSETTS VOLUNTARY ASSOCIATION OF
THE TYPE COMMONLY KNOWN AS A MASSACHUSETTS
BUSINESS TRUST ESTABLISHED BY DECLARATION

170793

7910 05

SACRAMENTO COUNTY

... 2250

OF TRUST DATED JULY 7, 1969, AS AMENDED,
A COPY OF WHICH IS ON FILE IN THE OFFICE
OF THE SECRETARY OF THE COMMONWEALTH OF
MASSACHUSETTS.

By William L. Muelich, Jr.
President

Attest,

Alta L. Roubal
Assistant Secretary

170793

State of Massachusetts
Secretary of the Commonwealth



7910 0 5

SACRAMENTO COUNTY

2251

EXHIBIT A

An easement for waterline purposes 10.00 feet in width over a portion of Parcels 1, 2 and 3 as shown on that certain parcel map filed in Book 4 of Parcel Maps at Page 32 in the office of the Sacramento County Recorder, the centerline of which is described as follows:

Beginning at a point on the boundary line of said Parcel "1" from which point the most westerly corner of said Parcel "1" bears South 89°29'50" West 340.57 feet; thence from said point of beginning North 00°30'10" West 35.80 feet; thence North 89°29'50" East 115.82 feet; thence North 22°13'50" East 104.78 feet; thence North 89°31'35" East 130.00 feet, more or less, to the end of an existing 8 inch waterline and the terminus of herein described easement.

170793



7910 05

SACRAMENTO COUNTY

2252

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the *30th* day of August, 1979, before me personally came WILLIAM F. MURDOCH, JR., to me known, who, being by me duly sworn, did depose and say that he is the President of HUBBARD REAL ESTATE INVESTMENTS, the trust described in and which executed the foregoing instrument; that he knows the seal of said trust; that the seal affixed to said instrument is such seal; that it was so affixed by order of the trustees of said trust, and that he signed his name thereto by like order.

Elizabeth C. Buckner

Notary Public

ELIZABETH C. BUCKNER, Notary Public
State of New York, No. 03-5509690
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1980

170793

7910 05

SACRAMENTO COUNTY

.. 2253

RESOLUTION NO. 21 - 79

RESOLUTION OF ACCEPTANCE

WHEREAS, RALPH G. COBURN, GEORGE T. CONKLIN, JR., BRINLEY M. HALL, JOHN C. HUBBARD, JOHN F. MECK, JOSEPH H. TAGGERT AND RICHARD S. WILLIS AND THEIR SUCCESSORS AS TRUSTEES OF HUBBARD REAL ESTATE INVESTMENTS, an unincorporated Massachusetts voluntary association of the type commonly known as a Massachusetts Business Trust, established by Declaration of Trust dated July 7, 1969, as amended, a copy of which is on file in the Office of the Secretary of the Commonwealth of Massachusetts, for a valuable consideration, does hereby grant to the CITRUS HEIGHTS IRRIGATION DISTRICT, a right of way and easement to build, construct, reconstruct and to operate and maintain water pipelines together with any and all appurtenances appertaining thereto (collectively, the "facilities"); said facilities to be of such size and character as Grantee may determine, on, over, across and under all that certain real property situate in the County of Sacramento, State of California, particularly described as follows:

170793

An easement for waterline purposes 10.00 feet in width over a portion of Parcels 1, 2 and 3 as shown on that certain parcel map filed in Book 4 of Parcel Maps at Page 32 in the office of the Sacramento County Recorder, the centerline of which is described as follows:

Beginning at a point on the boundary line of said Parcel "1" from which point the most westerly corner of said Parcel "1" bears South 89°29'50" West 340.57 feet; thence from said point of beginning North 00°30' 10" West 35.80 feet; thence North 89°29'50" East 115.82 feet; thence North 22°13'50" East 104.78 feet; thence North 89°31'35" East 130.00 feet, more or less, to the end of an existing 8 inch waterline and the terminus of herein described easement.

7910 05

SACRAMENTO COUNTY

2254

Grantee hereby assumes the responsibility for the maintenance and repair of the facilities.

Should Grantee remove or abandon the use of the facilities, or fail for any reasonable period of time to exercise the rights herein granted, all rights and privileges hereunder shall cease and revert to the Grantor.

The facilities shall be operated, maintained, altered, or removed in such a manner as not to obstruct or interfere with the operation of any of the facilities of Grantor or its tenants now or hereafter located on the Premises.

Grantee will protect, indemnify, save harmless and defend Grantor and its tenants from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against Grantor or its tenants by reason of any accident, injury to or death of persons or loss of or damage to property occurring directly or indirectly from the exercise by Grantee of the rights and privileges herein granted or the construction, operation, maintenance, failure to maintain, or removal of the facilities.

Grantor reserves the right to relocate the facilities at Grantor's expense.

Except as provided in the preceding paragraph, the installation, operation, maintenance and removal of the facilities shall be accomplished without cost or expense to Grantor.

170793

7910 05

SACRAMENTO COUNTY

2255

NOW, THEREFORE, BE IT RESOLVED that CITRUS HEIGHTS IRRIGATION DISTRICT accepts deed and conveyance and that a certified copy of this Resolution be recorded in the Office of the County Recorder of Sacramento County.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS IRRIGATION DISTRICT, this 2nd day of October, 1979, by the following vote, to-wit:

AYES: Directors: Field, Heasley, Maass

NOES: Directors: None

ABSENT: Directors: None

S E A L

LAMOINE F. FIELD, President of the Board of Directors of the Citrus Heights Irrigation District

170793

WE, LAMOINE F. FIELD and HOWARD A. NYE, President and Secretary, respectively, of CITRUS HEIGHTS IRRIGATION DISTRICT, do hereby certify that the original Resolution of which the above is a true copy, was duly approved and adopted by the Board of Directors of CITRUS HEIGHTS IRRIGATION DISTRICT at a regular meeting of said Board duly held on this date.

WITNESS our hands and official seal of CITRUS HEIGHTS IRRIGATION DISTRICT, this 2nd day of October, 1979.

S E A L

LAMOINE F. FIELD, President of the Board of Directors of the Citrus Heights Irrigation District

HOWARD A. NYE, Secretary of the Board of Directors of the Citrus Heights Irrigation District



ATTACHMENT 2

**Resolution 08-2020
Approving a Quitclaim Deed to TNTF, LLC**

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 08-2020

RESOLUTION OF THE BOARD OF DIRECTORS
OF CITRUS HEIGHTS WATER DISTRICT
APPROVING A QUITCLAIM DEED
TO

TNTF, LLC

AT APN 204-0610-018-0000, 8501 Auburn Blvd., Citrus Heights, CA

WHEREAS, TNTF, LLC are the owners of that certain property identified by Sacramento County Assessor's Parcel Number 204-0610-018-0000, further known as 8501 Auburn Boulevard; and

WHEREAS, CITRUS HEIGHTS WATER DISTRICT, has no current need for an easement previously granted to the District pursuant to that certain document recorded in Book 791005, Page 2248, Sacramento County Records ("Easement"), as described below.

NOW THEREFORE BE IT RESOLVED that, for a valuable consideration, receipt of which is hereby acknowledged, CITRUS HEIGHTS WATER DISTRICT, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code, does hereby remise, release and forever QUITCLAIM to TNTF, LLC all right, title and interest in the Easement, particularly described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP FILED FOR RECORD MARCH 6, 1972 IN BOOK 4 OF PARCEL MAPS, PAGE 32, SACRAMENTO COUNTY RECORDS, AND FILED FOR RECORD MARCH 21, 1972 IN BOOK 1 OF PARCEL MAPS, PAGE 73, PLACER COUNTY RECORDS. ALSO BEING A PORTION OF THAT 10.00 FOOT STRIP OF LAND FOR A WATERLINE EASEMENT PER BOOK 791005, PAGE 2248, SACRAMENTO COUNTY RECORDS, THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL ONE, THENCE ALONG THE PARCEL LINES OF SAID PARCEL ONE SOUTH 00°25'40" EAST 306.47 FEET; THENCE SOUTH 89°29'50" WEST 231.69 FEET; THENCE SOUTH 00°30'10" EAST 201.11 FEET TO A POINT ON THE CENTERLINE OF SAID WATERLINE EASEMENT AND THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE OF SAID 10.00' WATERLINE EASEMENT THE FOLLOWING FOUR COURSES:

1. SOUTH 89°31'35" WEST, 28.70 FEET;
2. SOUTH 22°13'50" WEST, 104.78 FEET;
3. SOUTH 89°29'50" WEST, 115.82 FEET;
4. SOUTH 00°30'10" EAST, 35.80 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL ONE AND THE END OF THIS DESCRIPTION.

SAID STRIP SHALL BE SHORTENED OR LENGTHENED, AS THE CASE MAY BE, TO BEGIN AT THE EASTERLY LINE OF SAID PARCEL ONE AND END AT THE SOUTHWESTERLY LINE OF SAID PARCEL ONE.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be provided to the County of Sacramento to be attached to and recorded with said Quitclaim Deed in the Office of the County Recorder of Sacramento County.

BE IT FURTHER RESOLVED that the General Manager is hereby authorized to execute said Quitclaim Deed on behalf of the District.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT, this 17th day of June 2020, by the following vote, to wit:

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

SEAL

RAYMOND RIEHLE, President
Board of Directors
Citrus Heights Water District

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 08-2020 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held June 17, 2020.

Madeline Henry, Chief Board Clerk
Citrus Heights Water District

ATTACHMENT 3

Quitclaim Deed APN 204-0610-018-0000, 8501 Auburn Boulevard

RECORDED AT THE REQUEST OF
CITRUS HEIGHTS WATER DISTRICT

RETURN TO:
Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, CA 95610

Space above for Recorder's use only

COUNTY APN: 204-0610-018-0000
LOCATION: 8501 Auburn Boulevard, Citrus Heights, CA

No Fee Document - For the Benefit of the Government per Government Code 6103.
Exempt from Documentary Transfer Tax: Reason - Bona Fide Gift R&T Code 11911.

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITRUS HEIGHTS WATER DISTRICT, formerly known as Citrus Heights Irrigation District, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code, does hereby remise, release and forever QUITCLAIM to TNTF, LLC, all right, title and interest in certain real property in the City of Citrus Heights, County of Sacramento, State of California, including, without limitation, a certain water easement pursuant to that certain document recorded in Book 791005, Page 2248, Sacramento County Records, more particularly described as follows:

See Exhibits "A" & "B", attached hereto and made a part hereof.

In witness thereof, Grantor has hereunto subscribed their names this ___ day of _____ 20 ____.

SEAL

Hilary M. Straus
General Manager
Citrus Heights Water District

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 _____ 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)

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP FILED FOR RECORD MARCH 6, 1972 IN BOOK 4 OF PARCEL MAPS, PAGE 32, SACRAMENTO COUNTY RECORDS, AND FILED FOR RECORD MARCH 21, 1972 IN BOOK 1 OF PARCEL MAPS, PAGE 73, PLACER COUNTY RECORDS. ALSO BEING A PORTION OF THAT 10.00 FOOT STRIP OF LAND FOR A WATERLINE EASEMENT PER BOOK 791005, PAGE 2248, SACRAMENTO COUNTY RECORDS, THE CENTERLINE DESCRIBED AS FOLLOWS:

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2. SOUTH 22°13'50" WEST, 104.78 FEET;
3. SOUTH 89°29'50" WEST, 115.82 FEET;
4. SOUTH 00°30'10" EAST, 35.80 FEET TO A POINT ON THE SOTHWESTERLY LINE OF SAID PARCEL ONE AND THE END OF THIS DESCRIPTION.

SAID STRIP SHALL BE SHORTENED OR LENGTHENED, AS THE CASE MAY BE, TO BEGIN AT THE EASTERLY LINE OF SAID PARCEL ONE AND END AT THE SOUTHWESTERLY LINE OF SAID PARCEL ONE.

CONTAINING 0.083 ACRES ±





PLACER COUNTY
SACRAMENTO COUNTY

N 89°29'50" E

365.60'
P.O.C.
NE COR. PARCEL 1

306.47'

S 00°25'40" E

N 35°45'15" E

793.64'

PARCEL ONE

4 PM 32
1 PM 73

S 89°29'50" W 231.69'

S 00°30'10" E 201.11'

10.00' WATERLINE EASEMENT
PER BK. 791005, PG. 2248

S 89°31'35" W
28.70'

P.O.B.

S 89°29'50" W
115.82'

N 00°30'10" W
35.80'

S 22°13'50" W
104.78'

LEGEND



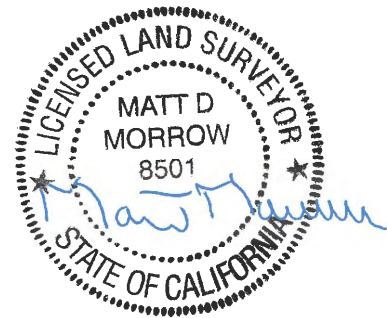
FND. 1 1/4" IRON PIPE



DIMENSION POINT, NOTHING SET OR FOUND



SCALE IN FEET



Morrow
Surveying
LAND SURVEYORS

1255 Starboard Drive
West Sacramento, CA 95691
916-372-8124
916-372-8538 fax

EXHIBIT B
WATERLINE QUITCLAIM
PARCEL 1, 4 PM 32
SACRAMENTO
COUNTY RECORDS.

SCALE:
1" = 120'
DATE:
05-04-20
SHEET
2 OF 2

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH FLOWLINE CONTRACTORS, INC. FOR THE WHYTE AVENUE AND LANGLEY AVENUE WATER MAIN PROJECT

STATUS : Action Item

REPORT DATE : June 2, 2020

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer
Paul Dietrich, Project Manager

OBJECTIVE:

Consider acceptance of a bid to install water mains along Whyte Avenue and Langley Avenue.

BACKGROUND AND ANALYSIS:

The Whyte Avenue and Langley Avenue Water Main Project (Project) will complete a capital improvement project that is part of the District’s 1999-2029 Capital Improvement Plan. This project appears in the 2020 Capital Projects Budget as Whyte Avenue and Langley Avenue (C19-105). The Project includes installing and connecting approximately 1,166 linear feet of 8-inch water main, 755 linear feet of 6-inch water main, two (2) 8-inch gate valves, seven (7) 6-inch gate valves, three (3) steamer fire hydrants, two (2) 1” air/vacuum valves, one (1) metered water service, and thirty five (35) 1-inch water services with curb stops, along Whyte Avenue and Langley Avenue in Placer County.

The District received two (2) sealed proposals on June 2, 2020, at which time proposals were opened and read publicly. The apparent low bidder is Flowline Contractors, Inc., Sacramento, Ca. Bids received are as follows:

1. Flowline Contractors, Inc.	\$544,094.00
2. Rawles Engineering, Inc.	\$565,973.00

The District’s final engineering estimate for this Project was \$537,913.00, which is approximately 1.1% lower than the lowest responsive bid. There are sufficient funds within the 2020 adopted Capital Projects Budget for this Project.

RECOMMENDATION:

Accept the bid of Flowline Contractors, Inc. in the amount of \$544,094.00 and establish a contingency fund in the amount of \$54,409.00 (10%), for a total amount of \$598,503.00. Authorize the General Manager to execute an agreement with Flowline Contractors, Inc.

ATTACHMENT:

1. Whyte Avenue and Langley Avenue Water Main Project Construction Agreement.

ACTION:

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

WHYTE AVENUE AND LANGLEY AVENUE WATER MAIN PROJECT

SPECIFICATIONS FOR PROJECT NO. C19-105



CONSTRUCTION CONTRACT



**CITRUS
HEIGHTS
WATER
DISTRICT**

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

916/725-6873 • 916/725-0345 Fax

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SECTION 00100
NOTICE INVITING BIDS

NOTICE INVITING BIDS

Citrus Heights Water District ("District") will receive sealed bids for the Whyte Avenue and Langley Avenue Water Main Project no later than June 2, 2020 at 2:00 pm, at the Administrative Office of Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610, at which time said bids will be read aloud. **If bids are being dropped-off, please call (916) 725-6873 prior to arrival to coordinate drop-off as the District is closed to the public due to COVID-19.** The District will not accept late bids. Bids shall be valid for 60 calendar days after the bid opening date.

The Project must be completed within **120** calendar days, beginning ten (10) calendar days after the date on which the notice to proceed ("Notice to Proceed") is sent by the District to the contractor that is awarded a bid for this Project ("Contractor").

The Project consists of all Work described in the Contract Documents and generally consists of furnishing of all labor, materials, tax, equipment and services for the construction and completion of the following work all within the roadways of Whyte Avenue and Langley Avenue within Placer County. The work to be completed includes, but is not limited to, installing 1166 linear feet of 8-inch water main, 755 linear feet of 6-inch water main, two (2) 8-inch gate valves, seven (7) 6-inch gate valves, three (3) steamer fire hydrants, two (2) 1" air/vacuum valves, one (1) 1-inch metered water service, and thirty five (35) 1-inch water services with curb stops.

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

Contract Documents, Plans, and Specifications are now posted on the California Surveying & Drafting Supply (CSDS) website at <https://planroom.csdsinc.com/> under heading of Recent Jobs Posted. Citrus Heights Water District will be using CSDS to manage and distribute all Contract Documents, Plans, and Specifications. The entire bid package including plans and any District issued addendums can be ordered at the expense of the Contractor through the website or by calling CSDS at (916) 344-0232, 4733 Auburn Blvd, Sacramento, CA 95841. Prospective bidders may review all the documents on the website without downloading for no charge.

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

Complete sets of the Bid Forms must be used in preparing bids. The District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Modifications to or withdrawal of bids may be made by the

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bidder prior to the bid closing deadline. Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the District in an amount not less than (10%) of the submitted Total Bid Price.

Bids will be read aloud. Proper social distancing will be implemented, as necessary. However, bid results are automatically made public by email transmittal to all participants of the Mandatory Pre-Bid Conference and by posting to the District's website at <http://chwd.org/>. The District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

A MANDATORY Pre-Bid Conference will be held at **6230 Sylvan Road, Citrus Heights, CA 95611** on the following date and time: May 19, 2020 at 9AM. Each and every Bidder MUST attend the Pre-Bid Conference. Bids WILL NOT be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference. **The meeting will be held outside. Proper social distancing will be implemented, as necessary. Masks are recommended. Only one (1) person will be allowed from each firm. Please enter through the south gate (Gate 2).**

The last day to submit written questions is May 26, 2020 before 5:00 PM. Submission shall be sent via email to Paul Dietrich at pauld@chwd.org. An addendum will be created to address all questions and sent to all attendees of the Mandatory Pre-Bid Conference via email by end-of-day May 28, 2020.

The District's preliminary cost estimate for this Project is \$537,913.00

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

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

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

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the District's offices, 6230 Sylvan Road, Citrus Heights, California 95610, or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply

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with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

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

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

California Class A General Engineering Contractor.

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

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

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

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

END OF NOTICE INVITING BIDS

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SECTION 00200
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

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

2. EXAMINATION OF CONTRACT DOCUMENTS

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

3. INTERPRETATION OF CONTRACT DOCUMENTS

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

Paul Dietrich
Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, CA 95610
e-mail: pauld@chwd.org

and received no later than May 26, 2020 before 5:00PM.

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

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

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

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

5. ADDENDA

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

6. ALTERNATE BIDS

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

7. COMPLETION OF BID FORMS

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

8. MODIFICATIONS OF BIDS

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

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INSTRUCTIONS TO BIDDERS

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

9. DESIGNATION OF SUBCONTRACTORS

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

10. LICENSING REQUIREMENTS

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

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

11. SIGNING OF BIDS

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

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

12. BID GUARANTEE (BOND)

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

13. SUBMISSION OF SEALED BIDS

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

14. DELIVERY AND OPENING OF BIDS

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

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. **Due to COVID-19, a limit of one (1) representative from each bidding firm will be allowed and social distancing will be implemented, as necessary.** The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

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INSTRUCTIONS TO BIDDERS

15. WITHDRAWAL OF BID

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

16. BASIS OF AWARD; BALANCED BIDS

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

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

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

18. INSURANCE REQUIREMENTS

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

19. AWARD PROCESS

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

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INSTRUCTIONS TO BIDDERS

20. FILING OF BID PROTESTS

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

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

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

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

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

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

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

21. WORKERS COMPENSATION

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

22. RETENTION AND SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. Unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and

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INSTRUCTIONS TO BIDDERS

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

23. PREVAILING WAGES

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

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

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

25. IRAN CONTRACTING ACT CERTIFICATION

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

26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer,

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

27. REQUEST FOR SUBSTITUTIONS

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

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

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

29. EXECUTION OF CONTRACT

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

END OF INSTRUCTIONS TO BIDDERS

**SECTION 00400
 BID FORM**

BID FORM

NAME OF BIDDER: Flowline Contractors, Inc.

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

**WHYTE AVENUE AND LANGLEY AVENUE
 WATER MAIN PROJECT**

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

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

Bid Item	Description	Quantity	Units	Unit Cost	Price
1	Mobilization. (8% Max. of total)	1	Lump Sum	\$20,000.00	\$20,000.00
2	Sheeting, shoring and bracing. (1% Max. total)	1	Lump Sum	\$4,850.00	\$4,850.00
3	Traffic control plan and implementation. (5% Max. of total)	1	Lump Sum	\$4,385.00	\$4,385.00
4	Storm water pollution prevention implementation. (1% Max. of total)	1	Lump Sum	\$940.00	\$940.00
5	Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.)	530	Lineal Feet	\$89.00	\$47,170.00
6	Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth greater than 60" Max.)	636	Lineal Feet	\$105.00	\$66,780.00
7	Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	26	Lineal Feet	\$197.00	\$5,122.00
8	Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.)	729	Lineal Feet	\$110.00	\$80,190.00

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 BID FORM**

9	8" connection to existing 8" water main.	2	Each	\$4,198.00	\$8,396.00
10	6" connection to existing 8" water main.	1	Each	\$11,000.00	\$11,000.00
11	6" connection to existing 6" water main.	2	Each	\$5,594.00	\$11,188.00
12	Install 8" resilient wedge gate valve.	2	Each	\$1,994.00	\$3,988.00
13	Install 6" resilient wedge gate valve.	7	Each	\$1,704.00	\$11,928.00
14	Install wet barrel steamer fire hydrant.	3	Each	\$6,750.00	\$20,250.00
15	Install concrete fire hydrant access pad.	3	Each	\$800.00	\$2,400.00
16	Install 1" air/vacuum valve – below ground.	2	Each	\$5,580.00	\$11,160.00
17	Install 1" metered water service.	1	Each	\$3,265.00	\$3,265.00
18	Install 1" water service with curb stop.	35	Each	\$2664.00	\$2664.00
19	1 1/4" PVC water line reconnection to customer line.	5	Lineal Feet	\$340.00	\$1,700.00
20	3" to 6" Max. depth Asphaltic Concrete (AC) paving restoration.	9,850	Square Feet	\$11.52	\$113,472.00
21	Concrete Restoration.	25	Square Feet	\$20.00	\$500.00
22	Landscape Restoration.	700	Square Feet	\$4.25	\$2,975.00
23	Remove existing wharf fire hydrant.	1	Each	\$350.00	\$350.00
24	Remove existing tee and valves.	2	Each	\$9,268.00	\$18,536.00
25	Remove existing valve box.	3	Each	\$103.00	\$309.00

\$93,240.00

Bidders must provide pricing for every bid item.

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

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount

SECTION 00400
BID FORM

as the entry in the "Line Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the District may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

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

\$ 544,094.00
Total Bid Price in Numbers

Five hundred forty-four thousand ninety-four dollars
Total Bid Price in Written Form

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

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

If the Contract Documents specify alternate bid items, the Alternate Additive or Deductive Bid amounts shall be added to or deducted from the Total Bid Price at the District's sole option. The District can choose to include one or more of the Alternate Bids in the Project. If any of the Alternate Bids are selected by the District, the resulting amount shall be added to or deducted from Total Bid Price for the Project. The District may select one or more of the Alternate Bids at the stated Bid Price up to sixty (60) Days following award of the Contract. The District can award/select Alternate Bid items at any time(s).

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

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 697400, Expiration Date 10/31/2020, class of license A. Bidder certifies that it and all sub-contractors are registered with the Department of Industrial Relations to perform public work, Registration No. 1000044596 (provide DIR for all sub-contractors, separate pages may be attached as needed). If the bidder is a joint venture, each member of the joint venture must include the above information.

**SECTION 00400
BID FORM**

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

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

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

Name of Bidder Flowline Contractors, Inc.

Signature 

Name and Title Steve Fann, C.E.O.

Dated 06/02/2020

END OF BID FORM

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

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder Flowline Contractors, Inc.

Signature 

Name Steve Fann

Title C.E.O.

Dated 06/02/2020

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410
BID BOND

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
Principal has submitted the accompanying bid dated June 2, 2020, for _____
Whyte Avenue and Langley Avenue Water Main Project
(INSERT PROJECT NAME).

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this
instrument under their several seals this 29 Day of May, 2020, the name
and corporate seal of each corporation.

(Corporate Seal)

Flowline Contractors, Inc.
Contractor/ Principal

By [Signature]
Title C.E.O.

(Corporate Seal)

Merchants Bonding Company (Mutual)
Surety

By [Signature]
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title
Sara Walliser
Attorney-in-Fact
6700 Westown Parkway
West Des Moines, IA 50266

**SECTION 00410
 BID BOND**

Notary Acknowledgment

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

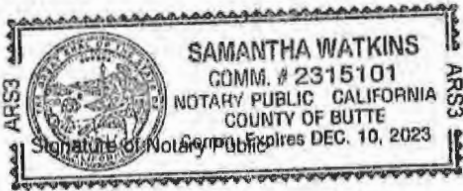
STATE OF CALIFORNIA
 COUNTY OF Butte

On May 29, 2020, before me, Samantha Watkins, Notary Public, personally appeared Sara Walliser, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

Samantha Watkins

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

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Breanna Bofman; Claudine Gordon; Deanna Quintero; Elizabeth Collodi; Jennifer Lakmann; John Hopkins; K Corey Ward; Katherine Gordon; Kristie Phillips; Marissa Robinson; Michael K Feeney; Mindy Whitehouse; Phillip Walkins; Renee Ramsey; Sara Walliser; Stephanie Agapoff; Steven Lee Williams

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

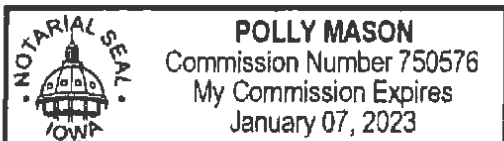


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of May, 2020.



William Warner Jr.
Secretary

**SECTION 00420
NON-COLLUSION DECLARATION**

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the C.E.O. of Flowline Contractors, Inc. the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/02/2020 [date], at Sacramento [city], California [state].



(Signature) Steve Fann

(Print Name) C.E.O.

(Print Title)

06/02/2020
(Date)

END OF NON-COLLUSION DECLARATION

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: Flowline Contractors, Inc.

2.0 Type, if Entity: California Corporation

3.0 Bidder Address: 6560 Asher Lane, Sacramento, CA 95828

(916) 383-7737

(916) 383-7525

Facsimile Number

Telephone Number

4.0 How many years has Bidder's organization been in business as a Contractor? 30

5.0 How many years has Bidder's organization been in business under its present name? 26

5.1 Under what other or former names has Bidder's organization operated?: Flowline Engineering Contractors

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

6.1 Date of Incorporation: 11/04/1994

6.2 State of Incorporation: California

6.3 President's Name: Randy Roberts

6.4 Vice-President's Name(s): Ben Borba

6.5 Secretary's Name: Steve Fann

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

6.6 Treasurer's Name: Steve Fann

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

7.1 Date of Organization:
N/A

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

N/A

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

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

10.0 What type of work does the Bidder normally perform with its own forces?

N/A

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

N/A

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

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

N/A

13.0 List Trade References:

United Rentals (212) 333-6600 ext. 84832

A. Teichert & Son, Inc. (916) 484-3240

Iconix Waterworks (US) Inc. (800) 665-2134 ext. 3521

14.0 List Bank References (Bank and Branch Address):

American River Bank

9750 Business Park Drive

Sacramento, Ca 95827

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

Merchants Bonding Company (Mutual)

6700 Westown Parkway

West Des Moines, IA 50266

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

B. LIST OF CURRENT PROJECTS (Backlog)

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name/ Phone Number
2020 Meter Retrofit Project	Meter Retrofit	12/2020	\$1,081,980.00	Dave Morrow, P.E. (916) 679-3988
Fair Oaks Blvd Waterline Project	Main Replacement	06/2020	\$1,965,602.00	Emily Huddish, P.E. (720) 744-2201
Albatross Main Replacement	Main Replacement	06/2020	\$320,210.00	David Espinoza, P.E. (916) 679-2886
Thor Main Replacement Project	Main Replacement	12/2020	\$1,564,174.00	David Espinoza, P.E. (916) 679-2886

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

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

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name/ Phone Number
Naomi Main Replacement Sacramento Suburban Water District	Main Replacement	11/2019 -04/2020	\$179,216.00	David Espinoza, P.E. (916) 679-2882
2019 Meter Retrofit Master Project Sacramento Suburban Water District	Meter Retrofit	05/2019 -12/2019	\$1,376,960.00	Dave Morrow, P.E. (916) 679-3988
Jonas Main Replacement Project Sacramento Suburban Water District	Main Replacement	01/2019-11/2019	\$2,128,777	David Espinoza, P.E. (916) 679-2882

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Foresthill Pipeline Replacement Project Foresthill Public Utility District	Main & Service Replacement	07/2019 - 11/2019	\$1,421,183.00	Hank White (530) 367-2511
2018/19 Water Mains and Services Replacement Project San Juan Water District	Main & Service Replacement	04/2019 - 8/2019	\$1,253,744.00	Andrew Pierson (916) 791-6912
Edison Meadows Sacramento Suburban Water District	Main Replacement	03/2018 - 12/2018	\$1,654,387.00	David Espinoza, P.E. (916) 679-2886

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

management, construction supervision or engineering capacity.

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

Steve Fann - C.E.O., Project Manager, 50%

Randy Roberts - C.O.O., Foreman, 100%

Ben Borba - V.P., Superintendent, 50%

2. Summarize each person's specialized education:

Ben Borba - HazMat, AC Pipe Handling, Traffic Flagger, Confined Space, Competent Person, CPR

Randy Roberts - AC Pipe Handling, Traffic Flagger, Confined Space

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

Steve Fann - 35 Years

Randy Roberts - 37 Years

Ben Borba - 22 Years

4. Summarize such experience:

Steve Fann and Randy Roberts have owned Flowline Contractors, Inc. for 30 years,

completing various projects and Ben Borba has installed water mains for

Sacramento Suburban Water District for the last 11 years.

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

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Additional Bidder's Statements:

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

N/A

E. VERIFICATION AND EXECUTION

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

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

Name of Bidder Flowline Contractors, Inc.

Signature 

Name Steve Fann

Title C.E.O.

Dated 06/02/2020

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

LIST OF SUBCONTRACTORS FORM

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

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


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

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
Chlorination	Cannon Water Technology Inc.	233 Technology Wy, Rocklin, CA 95765	0.9%	CalEPA Lic: 32538
Paving	Sierra National Asphalt	5433 El Camino Avenue, Suite 1 Carmichael, CA 95608	10%	CA Lic: 855769 DIR: 1000016970
Slurry Seal	Dryco Construction, Inc.	4250 E. Mariposa Rd Stockton, CA 95215	3.8%	CA Lic: A540379 DIR:1000003241
Striping	Chrisp Company	1805 East Beamer Rd Woodland, CA 95776	2.2%	CA Lic: 374600 DIR: 1000000306

SECTION 00440
LIST OF SUBCONTRACTORS FORM

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

Name of Bidder Flowline Contractors, Inc.

Signature 

SECTION 00440
LIST OF SUBCONTRACTORS FORM

Name and Title Steve Fann, C.E.O.

Dated 06/02/2020


END OF LIST OF SUBCONTRACTORS FORM

**SECTION 00441
IRAN CONTRACTING ACT CERTIFICATION**

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

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

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

Signed  Steve Fann _____

Titled C.E.O. _____

Firm Flowline Contractors, Inc. _____

Date 06/02/2020 _____

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

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00500

CONTRACT

CONTRACT

THIS CONTRACT is made this ____ Day of _____, 2020, in the County of Sacramento, State of California, by and between the Citrus Heights Water District, hereinafter called District, and Flowline Contractors, Inc., hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

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

Whyte Avenue and Langley Avenue Water Main Project

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

ARTICLE 2. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **120** calendar Days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Five Hundred Forty-Four Thousand, Ninety-Four Dollars (\$544,094.00), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

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

SECTION 00500
CONTRACT

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

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

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

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

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

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

SECTION 00500
CONTRACT

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

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

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

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

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

**SECTION 00500
CONTRACT**

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

FLOWLINE CONTRACTORS, INC.	CITRUS HEIGHTS WATER DISTRICT
By _____	By _____
Name and Title: _____	Name and Title: <u>Hilary M. Straus, General Manager</u>
License No. <u>697400</u> DIR Registration No. <u>1000044596</u>	

END OF CONTRACT

**SECTION 00610
PERFORMANCE BOND**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate)

Title _____

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

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or _____

Representative for service of _____

process in California, if different _____

from above) _____

(Telephone number of Surety and _____

Agent or Representative for service _____

of process in California

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Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)
 Partner(s) Limited
 General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**SECTION 00620
PAYMENT BOND**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

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

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans,

**SECTION 00620
PAYMENT BOND**

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

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

SECTION 00620
PAYMENT BOND

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

**SECTION 00700
GENERAL CONDITIONS**

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

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GENERAL CONDITIONS**

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

ARTICLE 2. CONTRACT DOCUMENTS

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

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GENERAL CONDITIONS**

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

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

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

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

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

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will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

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

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

a. **Existing Utilities**

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

b. **Utility Location**

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

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

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

c. Utility Relocation and Repair

- i. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, Contractor shall notify the District in writing.
- ii. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, Contractor shall call 911 emergency services.
- iii. District will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in ARTICLE 46 (Changes and Extra Work). The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay is caused by the failure of the District or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with ARTICLE 46.
- iv. The public utility, where they are the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the District and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.
- v. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the District will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract.

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

ARTICLE 6. SCHEDULE

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

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ARTICLE 7. SUBSTITUTIONS

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

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- f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

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

ARTICLE 9. SUBMITTALS

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

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

ARTICLE 10. MATERIALS

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

ARTICLE 11. CONTRACTOR'S SUPERVISION

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

ARTICLE 12. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors. Contractor shall not employ or allow subcontractors to employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

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

ARTICLE 13. SUBCONTRACTORS

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

ARTICLE 14. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

ARTICLE 15. PERMITS AND LICENSES

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

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and permits for plumbing, mechanical and

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electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.

- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the Specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

ARTICLE 16. UTILITY USAGE

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

ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES

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

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ARTICLE 18. TRENCHES

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

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

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

ARTICLE 19. DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 20. REMOVAL OF HAZARDOUS MATERIALS

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

ARTICLE 21. SANITARY FACILITIES

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

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ARTICLE 22. AIR POLLUTION CONTROL

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

ARTICLE 23. COMPLIANCE WITH STATE STORM WATER PERMIT

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

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

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

ARTICLE 24. CLEANING UP

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

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

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

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ARTICLE 26. EXCESSIVE NOISE

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

ARTICLE 27. TESTS AND INSPECTIONS

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

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

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

ARTICLE 28. PROTECTION OF WORK AND PROPERTY

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

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

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

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

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

ARTICLE 29. CONTRACTORS MEANS AND METHODS

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

ARTICLE 30. AUTHORIZED REPRESENTATIVES

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

ARTICLE 31. HOURS OF WORK

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

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ARTICLE 32. PAYROLL RECORDS

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

ARTICLE 33. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage

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

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

ARTICLE 34. EMPLOYMENT OF APPRENTICES

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

ARTICLE 35. LABOR COMPLIANCE

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under

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this contract and applicable law in its bid.

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

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

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

ARTICLE 36. CONTRACTOR AND SUBCONTRACTOR REGISTRATION

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

ARTICLE 37. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

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

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

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

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

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

ARTICLE 38. LABOR/EMPLOYMENT SAFETY

In the performance of this Contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract. Safety precautions shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides

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fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, Work, method, operation, or process related to the Work covered in the Contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this Contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this Contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working Days before beginning Work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify District and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench Work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench Work safety plan to District before Work begins.

ARTICLE 39. INSURANCE

- a. Minimum Scope and Limits of Insurance. Contractor shall procure and maintain for the duration of the Contract, and for 5 years thereafter, insurance against claims

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for injuries or death to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

b. Coverage. Coverage shall be at least as broad as the following:

1. General Liability - Commercial General Liability (CGL). Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of two million dollars (\$2,000,000) for bodily injury and property damage each accident.
3. Workers' Compensation Insurance. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from Work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. Builder's Risk. (Course of Construction) if necessary, insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the Project and no coinsurance penalty provision. See Responsibility of Work.
5. Contractor's Pollution Liability. With limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess

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of the specified minimum of insurance and coverage shall be available to the District.

- c. Other Required Provisions. The Commercial General Liability policy, Automobile Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:
1. Additional Insured Status. District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 for the Commercial General Liability policy) with respect to liability arising out of Work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such Work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
 2. Primary and Non-Contributory Coverage. For any claims related to this Project, the Contractor's insurance coverage shall be primary, at least as broad as ISO CG 20 01 04 13 for the Commercial General Liability policy, as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Waiver of Subrogation. All policies shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- d. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
- e. Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by District.

The Contractor agrees and he/she will comply with such provisions before commencing Work. All of the insurance shall be provided on policy forms and through companies satisfactory to District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

- f. Responsibility for Work. Until the completion and final Acceptance by District of all The Work under and implied by this Contract, The Work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair,

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restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to The Work in the amount specified in the General Conditions, to insure against such losses until final Acceptance of The Work by District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with District, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final Acceptance of The Work by District.

- g. Deductibles and Self-Insured Retentions. Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
- h. Verification of Coverage - Evidences of Insurance. Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the District before Work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these Specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.
- i. Continuation of Coverage. The Contractor shall, upon demand of District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the Project. Contractor further waives all rights of subrogation under this Contract. When any of the required coverages expire during the term of this Contract, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) Days prior to the expiration date.

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- j. Subcontractors. In the event that the Contractor employs other Contractors (subcontractors) as part of the Work covered by this Contract, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of District, deliver to District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's General Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:IX. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the District, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- b. Each insurance policy required by this Contract shall be endorsed to state that: (1) should any of the above described be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District its directors, officials, officers, employees, agents and volunteers.
- c. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) Days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The

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original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- d. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. The District reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) Days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the Contract Time. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed within the Contract Time, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each Day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the then-current Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify

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the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

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

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

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ARTICLE 43. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate (“Initial Mobilization”). When no bid item is provided for “Initial Mobilization,” payment for such costs will be deemed to be included in the other items of The Work.

- b. Payment for Mobilization shall be based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. The first payment for mobilization shall be one hundred percent (100%) of the bid item amount. The Contractor shall submit an invoice to the District for payment of mobilization upon execution of the Agreement for Construction Services. The scope of the Work included under Mobilization shall include, but shall not be limited to, the following principal items, if applicable:
 - 1) Obtaining and paying for all bonds, insurance, and permits.
 - 2) Moving on to the Project site of all Contractor’s plant and equipment required for first month’s operations.
 - 3) Developing and installing a construction water supply.
 - 4) Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 - 5) Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials, and for all security.
 - 6) Arranging for and erection of Contractor’s work and storage yard.
 - 7) Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
 - 8) Full-time presence of Contractor’s superintendent at the job site as required herein.
 - 9) Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 44. PAYMENTS

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents),

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Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last Day of the previous month, less the aggregate of previous payments. District will, within forty-five (45) Days after receipt of an undisputed and properly submitted application for payment, pay the Contractor the amount so approved.

- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law or unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 8132, 8132, 8136 and 8138. Prior to final payment by the District, the Contractor shall submit a final conditional waiver of lien for the Contractor's work, together with unconditional releases of lien from any subcontractor or materialmen.

ARTICLE 45. PAYMENTS WITHHELD AND BACKCHARGES

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

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.

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- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site cleanup.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

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

ARTICLE 46. CHANGES AND EXTRA WORK

a. Change Order Work.

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) Contractor shall promptly execute changes in the Work as directed in writing by the District even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any

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decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the District, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District, including but not limited to estimates and quotations from subcontractors or material suppliers, as District may reasonably request.
- 7) If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the Contract Price and/ or Contract Time in accordance with the District's estimate. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase

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the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
- (c) Tool and Equipment Use. Costs for the use of small tools, tools which have a replacement value of \$1,000 or less shall be considered included in the markups described below. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
 - i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide District with documentation of the costs, including but not limited to payroll records, invoices and such other information as District may reasonably request.
 - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the subcontractor's Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the sub-subcontractor's Net Cost for Work to which the

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subcontractor and general contractor may each add an additional five (5%) percent of the Net Cost of the lower tier subcontractor.

- iv. No additional markup will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein, of the party that performs the Work.
- 9) All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings: field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Internet access, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties; insurance and bond premiums.
- 10) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 11) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- 12) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 13) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual

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acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.

- 14) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order, and providing such supporting documentation for its position as the District may require.
- 15) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 16) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 47. OCCUPANCY

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

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ARTICLE 48. INDEMNIFICATION

To the extent permitted by law, Contractor shall defend, indemnify and hold harmless District, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the Work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

To the fullest extent allowed by law, Contractor shall defend (with Counsel of District's choosing), indemnify and hold the District, its elected officials, officers, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, at law or in equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with Counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its elected officials, officers, employees, agents and authorized volunteers. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its elected officials, officers, employees, agents and authorized volunteers in any such suit, action or other legal proceeding. Contractor shall reimburse District, its elected officials, officers, employees, agents and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 49. RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date.

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Contractor shall use colors to distinguish variations in separate categories of The Work.

- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 50. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 47, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required by this agreement shall constitute a waiver of the right to procedures of this Article.
- b. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.
- c. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- d. For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 47 "Changes and Extra Work" has been denied, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the District.
- e. **Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 47 "Changes and Extra Work," and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment.**
- f. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the

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claim shall include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

g. **Supporting Documentation:** The Contractor shall submit all claims in the following format:

- 1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
- 2) List of documents relating to claim:
 - i. Specifications
 - ii. Drawings
 - iii. Clarifications (Requests for Information)
 - iv. Schedules
 - v. Other
- 3) Chronology of events and correspondence
- 4) Analysis of claim merit
- 5) Analysis of claim cost
- 6) Time impact analysis in CPM format

h. **District's Response.** Upon receipt of a claim pursuant to this Article, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the public entity issues its written statement.

- 1) If the District needs approval from the District Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the District Board does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three Days following the next duly publicly noticed meeting of the District Board after the 45-Day period, or

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extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

- 2) Within 30 Days of receipt of a claim, the District may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- i. **Meet and Confer.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 Days of receipt of the District's response or within 15 Days of the District's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the District shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
 - j. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
 - 1) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - 2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute

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resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- 3) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - 4) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- k. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- l. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
- 1) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Agreement. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - 2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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- i. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- m. **Government Code Claims:** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the District may be filed. **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

- n. The District's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 51. DISTRICT'S RIGHT TO TERMINATE CONTRACT

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

The notice of default and intent to terminate shall contain the reasons for termination. Unless within ten (10) Days after the service of such notice, Contractor resolves the circumstances giving rise to the notice of default to the District's

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satisfaction, or makes arrangements acceptable to the District for the required corrective action, this Contract shall terminate. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over The Work, the District may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

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

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

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the Site and any other property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts and purchase orders to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause,

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which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."

- 7) District's total liability to Contractor by reason of the termination shall be limited to the total (without duplication of any items) of:
- i. The reasonable cost to the Contractor for all Work performed prior to the effective date of the termination, determined in accordance with the force account provisions of ARTICLE 46, including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the Cost Breakdown. Deductions shall be made for cost of materials to be retained by the Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead, not to exceed five percent (5%) of the cost. Contractor shall not be entitled to reimbursement under this section for Work for which Contractor has already received, or is eligible to receive, compensation under the terms of the Contract.
 - ii. When, in the District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.
 - iii. A reasonable allowance for profit on cost of Work performed as determined in accordance with ARTICLE 46 provided that the Contractor establishes to the District's satisfaction that the Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed five percent (5%) percent of the cost. Contractor shall not be entitled to an allowance for profit on any work for which Contractor has received, or is eligible to receive, compensation under the terms of the Contract.

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- iv. Reasonable costs to the Contractor of handling material returned to vendors, delivered to the District or otherwise disposed of as directed by the District.
 - v. A reasonable allowance for the Contractor's internal administrative costs in preparing termination claim.
 - vi. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.
- 8) In no event shall the District be liable for unreasonable costs incurred by the Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Contractor's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.
- 9) The District shall have no obligation to pay the Contractor under this ARTICLE 51b (Termination for Convenience) unless and until the Contractor provides the District with updated and acceptable as-builts and Record Documents for Work completed prior to termination.
- 10) In arriving at the amount due the Contractor under this clause there shall be deducted in whole or in the appropriate part(s) if the termination is partial:
- 11) All unliquidated advances or other payments on account previously made to the Contractor, including without limitation all payments which are applicable to the terminated portion of the Contract Documents,
- 12) Any claim the District may have against the Contractor in connection with the Work, and
- 13) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Contractor and not otherwise recovered by or credited to the District.
- 14) These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

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- c. **Savings Clause.** If District terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.
- d. **Exception.** Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

ARTICLE 52. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work to complete or correct the Work at issue. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all actions necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

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- 1) Obtain for District all warranties that would be given in normal commercial practice or that are required in the Contract Documents;
- 2) Require all warranties to be executed, in writing, for the benefit of the District; and
- 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

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

ARTICLE 53. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including electronic records, computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

ARTICLE 54. SOILS INVESTIGATIONS

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

ARTICLE 55. SEPARATE CONTRACTS

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall cooperate with and permit other contractors

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reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

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

ARTICLE 56. NOTICE AND SERVICE THEREOF

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

ARTICLE 57. NOTICE OF THIRD PARTY CLAIMS

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

ARTICLE 58. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation.

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Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 59. INTEGRATION

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

ARTICLE 60. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

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

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

ARTICLE 62. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract.

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This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 63. PROHIBITED INTERESTS

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

ARTICLE 64. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in the Contract Documents are for reference purposes only and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and Specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building code, including but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

ARTICLE 65. PATENT FEES OR ROYALTIES.

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

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 66. OWNERSHIP OF DRAWING

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

ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

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

END OF GENERAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

SPECIAL CONDITIONS

SP – 1 DIFFERING SITE CONDITIONS

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

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

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

SP – 2 USE OF STANDARDS

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

SP – 3 DESCRIPTION OF BID ITEMS

The Bid Items listed in Section 00400 Bid Form are described in further detail in Section 00900 – Measurement and Payment. The descriptions provided are intended as a guide for measurement and payment and may not include all items or work necessary to complete the Project. Any items not described, but necessary to complete the Project as specified within the Contract Documents shall be considered included in the appropriate Bid Item.

SP – 4 DAMAGE TO PAVEMENT AND CONCRETE

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

END OF SPECIAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

WHYTE AVENUE AND LANGLEY AVENUE WATER MAIN PROJECT
C19-105

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

1. SCOPE OF WORK

The work shall include installing:

- 1166 lineal feet of 8" Class 305 DR 14 PVC Pipe
- 729 lineal feet of 6" Class 305 DR 14 PVC Pipe
- 26 lineal feet of 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)

The work shall also include installing:

- Two (2) 8" resilient wedge gate valves
- Seven (7) 6" resilient wedge gate valves

The work shall also include installing:

- Three (3) Steamer Fire Hydrants

The work shall also include installing:

- Two (2) 1" air/vacuum relief valves

The work shall also include installing:

- One (1) 1" metered water service
- Thirty five (35) 1" water services with curb stops

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

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

SECTION 00900
GENERAL SPECIFICATIONS

2. DISTRICT FURNISHED ITEMS

- The District shall furnish water for construction at no cost to the Contractor.
- The District shall provide for initial compaction testing as deemed necessary by the District at no cost to the Contractor.
- The District shall provide for bacteriological sampling of the water in the water main and services prior to reconnection of same at no cost to the Contractor.
- The District shall provide an Encroachment Permit approved by the County of Placer and pay all costs for fees and inspection at no cost to the Contractor.
- The District shall file and maintain a Notice of Exemption for the California Environmental Quality Act (CEQA).

3. CONTRACTOR FURNISHED ITEMS

- The Contractor shall furnish all other material including but not limited to pipeline and appurtenances, sand, 3/4" aggregate base, concrete for thrust blocks, temporary and final paving, and hauling and disposal of spoils. The Contractor is advised to order and acquire the specified materials well enough in advance so as not to cause the Project to be delayed or to necessitate substitutions. Additional work days will not be granted for failure to obtain materials in a timely manner.
- The Contractor shall be responsible for obtaining any necessary permit for the disposal of chlorinated water and coordinating with the proper agency. Any variation on this method will require approval in advance by Citrus Heights Water District. The discharge of chlorinated water into any surface water drainage system is strictly prohibited by law.
- The Contractor shall furnish a Traffic Control Plan approved by the County of Placer. The Traffic Control Plan shall comply with the County of Placer Encroachment Permit.

**SECTION 00900
GENERAL SPECIFICATIONS**

4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

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

The bid item for mobilization shall be no more than eight percent (8%) of the total contract amount. The first payment for mobilization shall be one hundred percent (100%) of the bid item amount. The Contractor shall submit an invoice to the District for payment of mobilization upon execution of the Agreement for Construction Services.

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

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

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

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

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GENERAL SPECIFICATIONS**

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GENERAL SPECIFICATIONS**

equipment, and markings from the site upon completion of work, complete in place, as shown on the Project Plans and as directed by the County Inspector. This bid item also includes any traffic control necessary for night time work, if necessary.

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

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

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

Bid Item 5, Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS "TREN_712", "TREN_713PC", "Plate 433", and "Plate 434"*.

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Bid Item 6, Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth Greater Than 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS* "TREN_712", "TREN_713PC", "Plate 433", and "Plate 434".

Bid Item 7, Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 6" Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS* "TREN_712", "TREN_713PC", "Plate 433", and "Plate 434".

Bid Item 8, Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS* "TREN_712", "TREN_713PC", "Plate 433", and "Plate 434".

Bid Item 9, 8" Connection to Existing 8" Water Main: Includes connecting newly constructed 8" water main to existing 8" water main as indicated on the Project Plan.

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

See *PROJECT PLANS, Sheet 4, Note 2.*

See *PROJECT PLANS, Sheet 6, Note 3.*

Bid Item 10, 6" Connection to Existing 8" Water Main: Includes connecting newly constructed 6" water main to existing 8" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet 8, Note 2.*

Bid Item 11, 6" Connection to Existing 6" Water Main: Includes connecting newly constructed 6" water main to existing 6" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet 6, Note 7.*

See *PROJECT PLANS, Sheet 8, Note 12.*

Bid Item 12, Install 8" Resilient Wedge Gate Valve: Includes installing an 8" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See *CONSTRUCTION DETAILS "VB_811".*

Bid Item 13, Install 6" Resilient Wedge Gate Valve: Includes installing a 6" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See *CONSTRUCTION DETAILS "VB_811".*

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Bid Item 14, Install Wet Barrel Steamer Fire Hydrant: Includes installing a wet barrel steamer fire hydrant. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, thrust block, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price, complete. Fire hydrant lateral piping to be installed and invoiced per the appropriate bid item.

See *CONSTRUCTION DETAILS "FH_613SP"*.

Bid Item 15, Install Concrete Fire Hydrant Access Pad: Includes installation of a concrete fire hydrant access pad only at locations as indicated on the Project Plans. Payment shall be at the contract price per each unit, complete.

See *CONSTRUCTION DETAILS "FH_683"*.

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

See *CONSTRUCTION DETAILS "AV_412", "TREN_721", "TREN_722", "TREN_723PC", "Plate 433", and "Plate 434"*.

Bid Item 17, Install 1" Metered Water Service: Includes the installation of a 1" polyethylene metered water service as specified by directional boring or open-cut trenching. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, meter setter, non-detectable locator tape, backfill, compaction, and temporary paving. Includes removing and reinstalling the existing water meter at the new location and removing the existing meter setter and meter box. Includes cutting, capping, and abandoning the existing water line. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS "WS_100PE", TREN_721", "TREN_722", "TREN_723PC", "Plate 433", and "Plate 434"*.

Bid Item 18, Install 1" Water Service with Curb Stop: Includes the installation of a 1" polyethylene water service as specified by directional boring. Includes installation of a 1" curb stop and connecting to customer's existing 1" meter setter at the existing meter box with all brass fittings as required. Includes excavating and reinstalling the existing meter box to proper grade with new 2" x 6" pressure treated Douglas Fir supports and replacing the ¾" clean crushed rock. Includes cutting, capping, and abandoning the existing water service. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150

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PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, and excavation, non-detectable locator tape, #10 insulated copper locator wire, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS* "WS_108PE", Detail TREN_721", "TREN_722", and "TREN_723CH", "Plate 433", and "Plate 434".

Bid Item 19, Install 1 1/4" Polyvinylchloride (PVC) Water Line and Reconnect

Customer Line: Includes installing 1 1/4" Schedule 40 PVC pipe with Schedule 80 PVC fittings on the customer side to reconnect from the new meter location to the customer service line as indicated on the Project Plan. Includes open cutting or boring, installation at 24" to 30" of cover, backfilling with native material, and all fittings as required to reconnect to customer service line. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet 7, Note 9.*

Bid Item 20, 3" to 6" Max. Depth Asphaltic Concrete (AC) Paving Restoration:

This work includes removal of temporary paving, surface preparation, subsurface compaction as necessary and installation of 1/2" aggregate Asphalt Concrete to a 3" to 6" Maximum depth (installed in 2" maximum lifts) in accordance with County of Placer Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right-of-way. Includes Slurry Seal used for surface restoration which shall comply with County of Placer Standard Construction Specifications. Includes replacement of pavement striping, lettering, and reflective buttons, disturbed during the project and as directed by the Inspector.

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

The contract unit price paid per square foot for 3" to 6" Asphaltic Concrete (AC) Paving Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in 3" to 6" Asphaltic Concrete Paving Restoration, including Slurry Seal, including all pavement striping, lettering, and reflective buttons, complete in place, as shown on the plans, as specified in these specifications, and as directed by the District Inspector. Payment shall be based upon the quantity of paving restoration, not the quantity of Slurry Seal.

See *CONSTRUCTION DETAILS* "TREN_713PC", "TREN_723PC", "Plate 431", and "Plate 432".

Bid Item 21 Concrete Restoration: This work includes construction and finish saw

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cutting, removal, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. The replaced curb, gutter and sidewalk shall be constructed in conformance with County of Placer Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right of way.

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

See SPECIAL PROVISIONS, Concrete Restoration.

Bid Item 22, Landscape Restoration – Lawn or Planter Area: This work consists of restoring customer's lawn or planter area to its original or better condition prior to water installation. Includes sod removal and replacement or reinstallation, grading, mulching, irrigation and sprinkler systems, and a general site cleanup. Payment shall be at the contract price per each unit, complete.

See SPECIAL PROVISIONS, Landscape Restoration.

Bid Item 23, Remove Existing Wharf Fire Hydrant: Includes removal of an existing wharf fire hydrant. Includes cutting the wharf fire hydrant 24" minimum below ground and plugging the abandoned barrel with concrete. Removal of any valve box or riser shall be invoiced with the bid item for "Remove Valve Box." Includes proper disposal of the wharf fire hydrant. Includes potholing during excavation, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See PROJECT PLANS, Sheet 7, Note 13.

Bid Item 24, Remove Existing Tee and Valves: Includes removal of an existing tee and gate valves. Includes cutting the existing water main on all sides of the existing tee and gate valves, removing the tee and gate valves, and installing a section of Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main with appropriate couplings on each end. Includes installation of concrete plug on abandoned water main. Includes potholing during construction, excavation, disinfection, flushing, backfill, temporary paving, and bacteriological testing. Includes removal of existing valve boxes and risers and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See PROJECT PLANS, Sheet 4, Note 4.

See PROJECT PLANS, Sheet 8, Note 4.

Bid Item 25, Remove Existing Valve Box: Includes removing and disposing of an existing water main valve box and cutting the existing access riser 12-inches minimum below grade. Includes 3/4" aggregate base backfill, mechanical compaction to 95%, and temporary paving. Payment shall be at the contract unit price, complete.

See PROJECT PLANS, Sheet 6, Note 6.

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See PROJECT PLANS, Sheet 7, Note 12.
See PROJECT PLANS, Sheet 8, Note 13.

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5. ORDER OF WORK

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

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

6. BACTERIOLOGICAL TESTING PROCEDURE AND TIMETABLE

Before project construction begins:

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

During project:

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

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The Contractor shall allow 8-10 business days for the Disinfection/Sampling Procedure prior to any connection to the District's distribution system. Larger systems will require additional time for chlorination and flushing. Bacteriological samples shall only be collected between 8:00am and 2:00pm Monday through Thursday. Any positive results on any sample taken shall require a repeat of the Disinfection/Sampling Procedure until all samples test negative. HPC samples require a plate count of less than 500 on any sample taken.

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

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

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

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

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

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

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

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

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

---24-hour notification period---

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

7. EXCAVATION AND POTHOLING

Prior to beginning any excavation, the Contractor shall call Underground Service Alert (USA) (800) 642-2444 or 811, at least two (2) working days in advance, to arrange for utility location. The Contractor shall be responsible for the location and protection of all existing utilities. **The Contractor shall expose and verify locations and elevations of existing utilities prior to construction as specified in the plans and specifications. The types, locations, sizes and/or depths of the existing underground utilities as shown on the plans were obtained from sources of varying reliability. The Contractor is cautioned that only actual excavation will reveal the types, extent,**

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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.

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

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

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

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

8. REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

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

The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the public agency or the owner of

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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.

9. HOURS OF WORK

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

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

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

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10. MATERIAL SUBMITTALS

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

Submittal List

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

11. VARIATIONS FROM PLANS AND SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS

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

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

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

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

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12. CALIFORNIA CONTRACTOR'S LICENSE CLASSIFICATION

In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the Contractor must possess a valid California State Class A - General Engineering Contractor Contractor's License at the time that the Contract is awarded and throughout the Contract's duration. Failure to possess the specified license shall render the bid as non-responsive, and shall act as a bar to award the Contract to any bidder not possessing said license at the time of award.

13. SUBCONTRACT DOCUMENTS

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

14. PERMIT FOR CONSTRUCTION WATER

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

15. SAFETY AND HEALTH PROVISIONS

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

16. INJURY AND ILLNESS PREVENTION/HAZARD COMMUNICATION

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

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17. PRE-CONSTRUCTION CONFERENCE

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

18. PROJECT MEETINGS

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

19. CONSTRUCTION SCHEDULE

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

20. EMERGENT MATTERS AFTER HOURS

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

21. EMERGENCY CONTACT AND CONTRACTOR RESPONSE

Prior to commencement of the Project, the Contractor shall designate a competent person to be responsible for responding to emergencies during non-work hours resulting from the Contractor's work. Said person shall be available at all hours and shall be housed near the Project site. The maximum allowable response time shall be 30-minutes as

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determined by MapQuest. The District shall be provided with a cellular telephone number and other relevant contact information for said designated competent person. The Contractor is solely responsible for informing the District of any changes in designation of the responsible person or contact information during the course of the Project.

22. TRENCH AND EXCAVATION COMPETENT PERSON ASSIGNMENT AND RESPONSIBILITIES

The Contractor is hereby notified that a Trench and Excavation Competent Person shall be assigned to the Project at all times and shall be present on the Project during any and all work periods as specified in the Competent Person Assignment Form (see following page). The Trench and Excavation Competent Person shall be present at the Pre-Construction Conference and shall complete and sign this Form during the Conference. Should substitution of the assigned Trench and Excavation Competent Person be required, a new form shall be completed prior to initiating or continuing any work period, and that substituted Trench and Excavation Competent Person shall assume all responsibilities of the title.

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Trench and Excavation “Competent Person” Assignment

PROJECT NAME: _____

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

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

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

As such, the individual has the ability to detect:

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

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

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

Designated by:

Signature: _____ Date _____

Name _____ Title _____

_____ Title _____ Date _____

Signature of individual assigned as Competent Person:

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

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

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WHYTE AVENUE AND LANGLEY AVENUE WATER MAIN PROJECT
C19-105

1. Traffic Control Requirements

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

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

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

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

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

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

3. Damage to Pavement and Concrete

The Contractor shall provide all necessary protection to existing pavement and concrete so as to avoid scraping, gouging, imprinting, cracking edges or otherwise causing damage during the entire Project. The Contractor shall exercise caution to avoid damaging pavement along the edge of pavement where the water main is to be installed on the shoulder of the roadway. The District Inspector or the County of Placer Encroachment Inspector shall direct the contractor to repair any damage as deemed necessary. The Contractor shall repair said damage using methods required by the Inspector or shall agree to an alternative method in advance of said repairs. All costs of repairs to existing pavement and concrete due to damage caused by the Contractor shall

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be solely the responsibility of the Contractor.

4. Storage of Equipment and Materials

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

Storage of equipment and materials within the County of Placer right-of-way shall require coordination with the District Inspector and the County of Placer Encroachment Inspector. Requirements of the Encroachment Permit shall prevail.

5. Minimum Cover

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

6. Backfill, Compaction, and Compaction Testing

Lawn, Planter, and Other Non-traffic Locations: Backfill around service piping, valves and fittings shall be #2 washed sand to a minimum of 3" below and 9" above. Backfill around water mains and service saddles shall be #2 washed sand to a minimum of 6" below and 12" above. Remaining backfill shall be 100% $\frac{3}{4}$ " crushed rock to the bottom of the meter box. Above this level, backfill shall be native soil at optimum moisture content, placed in 3" lifts and hand-compacted to 90% minimum.

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

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

Compaction in the sanded pipe zone shall be 90% minimum. Remaining backfill shall be 100% $\frac{3}{4}$ " crushed rock to the bottom of the meter box. Above this level, the remaining

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trench backfill shall be 100% import $\frac{3}{4}$ " aggregate base compacted to 95% minimum.

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

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

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

7. Thrust Blocks

Thrust blocks shall be constructed of Type II six-sack Portland cement. Concrete shall conform to either the 1" or 1 $\frac{1}{2}$ " gradation at the option of the Contractor, unless otherwise specified in these Specifications or as required by the District Inspector. No backfill material shall be compacted above thrust blocks prior to a 24-hour period.

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

8. Temporary Trench Restoration

Temporary paving (asphalt plant-mix cutback) shall be placed at locations and maintained at locations wherever excavation is made through pavement, sidewalk or driveways, as shown on the Project Plans, or as directed by the District. Temporary paving shall be placed as soon as the condition of the backfill is suitable to receive it and shall remain in place until the condition of the backfill is suitable for permanent resurfacing. Thickness of the temporary paving shall be one and one-half inches (1- $\frac{1}{2}$ ") unless otherwise shown on the Project Plans. Temporary paving shall be maintained at the same elevation as the existing surrounding surfaces until the permanent surfacing is placed. Temporary paving shall be placed using a hand powered compaction device.

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

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9. Service Valve Locations and Meter Installations

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

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

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

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

10. Connection to Existing Services

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

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

11. Flushing Service Lines

The Contractor shall be responsible for the thorough flushing of all water service line installations through an outside hose bib immediately following service connection with a meter idler in place to prevent a water consumption charge to the property owner. It shall be the Contractor's responsibility to investigate and resolve complaints regarding low

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flow, plugged lines, etc, which ensue after working on any water service.

12. Bronze Service Saddles

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

13. Corporation Stops and Ball Valves

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

14. Brass Fittings

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

15. Compression Couplings

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

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

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

Approved plastic pipe cement shall be WET 'R DRY PVC 2725 Blue. Medium Bodied.

Approved plastic pipe primer shall be WET 'R DRY PVC P-75 Aqua Blue Primer used to connect the pipe and fittings.

17. Resilient Wedge Gate Valves

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

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ANSI/NSF 61.

The valve shall have a 250 psig working pressure.

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

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

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

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

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

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

18. Chlorination and Flushing

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

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

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

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test procedure. Dechlorination shall be maintained at 0.0 PPM at all times during any disposal of any water into a drainage system.

19. Sprinklers

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

20. Concrete Restoration

◆ **Materials**

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

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

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

◆ **Installation**

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

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

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

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◆ **Saw-cutting**

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

◆ **Placement**

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

◆ **Vandalism**

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

21. Landscape Restoration

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

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

1. Sod removal and replacement
2. Ground Cover removal and replacement
3. Shrub removal and replacement
4. Pruning
5. Grading
6. Mulching – Shredded Bark
7. Weed Retardant Fabric replacement

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- 8. Cleanup
- 9. Restoration of Sprinkler Systems

◆ **Sod Removal and Replacement**

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

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

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

◆ **Ground Cover Removal and Replacement**

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

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

◆ **Shrub Removal and Replacement**

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

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

◆ **Pruning**

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

◆ **Grading**

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

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

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

◆ **Mulching**

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

◆ **Weed Retardant Fabric Replacement**

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

◆ **Cleanup**

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

◆ **Guarantee and Replacement**

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

22. Maintaining Traffic, Public Convenience and Safety

**SECTION 01000
SPECIAL PROVISIONS**

SECTION 01000
SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

Any closure or detour of pedestrian access for Contractor's convenience shall be approved in writing by the County of Placer and District prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

made in writing and include plans and information showing requested duration, days of the week, routes, signing and safety measures. Approval or rejection of requests will be at the sole discretion of the County of Placer and District. Additional signing and safety measures for pedestrians approved as part of a pedestrian access modification shall be considered as included in the prices paid for the various contract items of work involved and no additional payment shall be made therefor.

23. Public Notification

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

24. Construction Layout and Staking

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

- Offset stakes will be provided at 50 foot intervals along waterline, grade breaks and two stakes will be placed at each waterline angle point along the route. Offset stakes will provide centerline of the water main and cut elevation to flowline of pipe.
- Staking Waterline Tees or Service Laterals
- Staking Water Meters or other waterline appurtenances

The following staking items will not be provided by the District:

- Staking Saw Cut Line
- Staking Construction Area Signs
- Traffic control except as noted below

Contractor Responsibilities:

- Discuss scheduling of staking needs for Contractor operations and time estimates of staking operations with the District Inspector. Staking needs shall be included on the biweekly schedule updates.
- Request construction stakes a minimum of three (3) working days in advance of starting an operation that will use the stakes (i.e. if stakes are to be used Thursday,

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

the staking request shall be submitted on Monday). Weekends and holidays are not considered working days.

- Submit suitable requests for construction stakes, ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within five (5) days of staking.
- Coordinate construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in safe and expeditious manner to the satisfaction of the District Inspector.
- Contractor shall provide a safe working environment for the survey crews.
- Contractor shall establish priorities for requested construction stakes and note the priorities on the staking request.
- Contractor shall preserve all construction stakes. Replacement of stakes will be completed at the expense of the Contractor.
- The Contractor will coordinate with the District Inspector regarding the location and placement of Fire Hydrants, Valves, Tees, Crosses, Water Services, ARVs and related appurtenances. The final location of these facilities will require approval from the District Inspector.

If the area or facility is not prepared satisfactorily for the stakes, as determined by the District Inspector, the staking request will be voided by the District Inspector and the Contractor shall submit a new request for the stakes when the area or facility has been properly prepared. If survey crews have been mobilized to an area that is not ready for stakes, the District will provide written documentation and charge the Contractor with re-staking charges for the survey crew's time.

Full compensation for coordinating construction layout and staking with the District Inspector and the District's staking agents shall be considered as included in the various contract items of work and no additional payment will be allowed therefor.

END OF SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

**SECTION 01100
CONSTRUCTION DETAILS**

WHYTE AVENUE AND LANGLEY AVENUE WATER MAIN PROJECT
C19-105

The following Construction Details pertain to Citrus Heights Water District's Whyte Avenue and Langley Avenue Water Main Project C19-105:

Detail HP_001	Hydrostatic Pressure Testing
Detail TB_001	Concrete Thrust Block Details
Detail AV_412	1 Air/Vacuum Valve – Below Ground
Detail FH_612	Fire Hydrant – 6” Connection (Street Side)
Detail FH_683	Fire Hydrant Access Pad
Detail TREN_712	4” Through 12” Trench Detail – Shoulder
Detail TREN_713PC	4” Through 12” Trench Detail – Pavement – Placer County
Detail TREN_721	Service Line Trench Detail – Native
Detail TREN_722	Service Line Trench Detail – Shoulder
Detail TREN_723PC	Service Line Trench Detail – Pavement – Placer County
Detail TREN_782	Sewer/Storm Crossing Detail
Detail TREN_783	Sewer/Storm Parallel Detail
Detail VB_810	Water Main Valve Box – Landscape
Detail VB_811	Water Main Valve Box – Street/Driveway
Detail WS_100PE	1” Polyethylene Water Service – 1” Meter New Construction
Detail WS_108PE	1” Polyethylene Water Service
Detail WS_290	2” Construction Water Service
Detail UC_001	Utility Crossing
Detail SWPPP_100	Storm Drain Inlet Protection – Filter Bag Installation
Detail SWPPP_101	Storm Drain Inlet Protection – Curb Inlet Installation
Detail SWPPP_102	Storm Drain Inlet Protection – Sediment Trap
Detail SWPPP_103	Storm Drain Inlet Protection – Area Inlet Installation
Detail SWPPP_110	Temporary Fiber Roll
Detail SWPPP_111	Temporary Cover Stockpile Installation
Detail SWPPP_115	Temporary Silt Fence
Detail SWPPP_120	Temporary Construction Entrance
Detail SWPPP_125	Storm Drain Inlet Protection – Concrete Washout Facility – Sign

**SECTION 01100
CONSTRUCTION DETAILS**

**SECTION 01100
CONSTRUCTION DETAILS**

WHYTE AVENUE AND LANGLEY AVENUE WATER MAIN PROJECT
C19-105

The following Construction Details pertain to Citrus Heights Water District's Whyte Avenue and Langley Avenue Water Main Project C19-105:

Detail Plate 431	Transverse Trench Resurfacing Sections – Placer County
Detail Plate 432	Longitudinal Trench Resurfacing Sections – Placer County
Detail Plate 433	Trench Excavation and Backfill – Placer County
Detail Plate 434	Trench Excavation and Backfill – Notes – Placer County

MAKEUP WATER ALLOWANCES (GALLONS PER HOUR PER 1000')			
PVC		DIP	
SIZE OF PIPE	LEAKAGE ALLOWANCE	SIZE OF PIPE	LEAKAGE ALLOWANCE
4"	0.36	4"	0.36
6"	0.54	6"	0.54
8"	0.72	8"	0.72
10"	0.89	10"	0.89
12"	1.02	12"	1.07
		14"	1.25
		16"	1.43
		18"	1.61
		24"	2.15

NOTES:

1. THE CONTRACTOR SHALL PRESSURIZE ALL NEW FACILITIES INDEPENDENT OF THE EXISTING SYSTEM. CITRUS HEIGHTS WATER DISTRICT ASSUMES NO LIABILITY FOR THE SAFETY OF CONTRACTOR PERSONNEL.
2. THE CONTRACTOR IS RESPONSIBLE FOR A SUCCESSFUL PRE-TEST OF THE FACILITIES.
3. THE DISTRICT INSPECTOR SHALL WITNESS THE HYDROSTATIC PRESSURE TEST UPON REQUEST OF THE CONTRACTOR.
4. PRESSURE SHALL BE REDUCED TO 60 PSI MAXIMUM AND RAISED TO TEST PRESSURE IN THE PRESENCE OF THE DISTRICT INSPECTOR.
5. HYDROSTATIC TEST PRESSURE SHALL BE 150 PSI. A DROP IN PRESSURE OF GREATER THAN 5 PSI AND/OR EXCEEDING THE MAKEUP WATER ALLOWANCE SHALL VOID THE TEST.
6. THE HYDROSTATIC PRESSURE TEST SHALL BE 2-HOURS IN DURATION.

MAKEUP WATER ALLOWANCE TABLE REFERENCES:
 PVC: ANSI/AWWA C605-05, PG 24, TABLE 2.
 DIP: ANSI/ AWWA C600-05, PG 27, TABLE 5A.



**CITRUS
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HYDROSTATIC PRESSURE TESTING

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Churchill DATE: 5/8/13
 CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

SCALE: N.T.S.

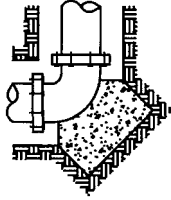
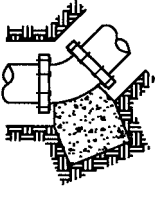
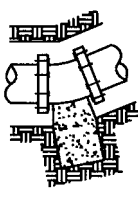
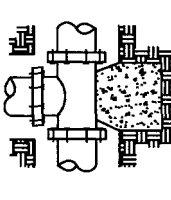
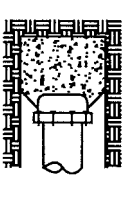
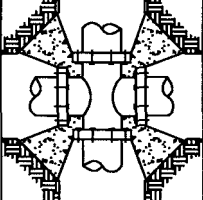
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HP_001

MINIMUM REQUIRED BEARING AREA - TOTAL SQUARE FEET

TYPE OF FITTING	90° BEND	45° BEND	11 1/4° OR 22 1/2° BEND	TEE OR DEAD END	END OF LINE	CROSS	
TYPICAL INSTALLATION							
SIZE OF PIPE	4"	4	2	1	2	3	4
	6"	4	2	1	3	3	4
	8"	7	4	2	5	5	7
	10"	12	6	3	8	8	12
	12"	16	10	5	12	11	16

NOTES:

1. CONCRETE THRUST BLOCKS SHALL BE CONSTRUCTED OF TYPE II SIX-SACK PORTLAND CEMENT.
2. AREAS GIVEN ARE FOR CL235 DR 18 AWWA C900-07 PVC, CL305 DR 14 AWWA C900-07 PVC, AND PC350 DIP AT TEST PRESSURE OF 150 P.S.I. IN SOIL WITH MINIMUM 2,000 P.S.F. BEARING CAPACITY. INSTALLATIONS USING DIFFERENT PIPE, TEST PRESSURES, AND/OR SOIL TYPES REQUIRE ADJUSTMENT OF BEARING AREAS ACCORDINGLY.
3. CONCRETE THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED SOIL.
4. PIPE, JOINTS, AND BOLTS SHALL BE KEPT CLEAR OF CEMENTITIOUS MATERIALS.
5. TRANSPORTING OR USE OF CONCRETE FOR THRUST BLOCKS IN NON-MIXING TRUCKS OR TRAILERS (BUGGIES) IS NOT PERMITTED.
6. THRUST BLOCKS ARE REQUIRED AT EVERY BEND, TEE, END, AND CROSS ON PIPELINES AND AS DEEMED NECESSARY BY THE DISTRICT INSPECTOR.
7. KEY-IN FROM THE VERTICAL WALL OF TRENCH SHALL BE A MINIMUM OF 8" INTO UNDISTURBED SOIL AND SHALL BE INSPECTED BY CHWD PRIOR TO POURING CONCRETE.
8. CONCRETE THRUST BLOCKS SHALL BE ALLOWED TO CURE FOR A MINIMUM OF 24-HOURS PRIOR TO ANY PRESSURE LOADING OR TRENCH BACKFILLING.



CONCRETE THRUST BLOCK DETAILS

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chumicko
CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013

REVISED:

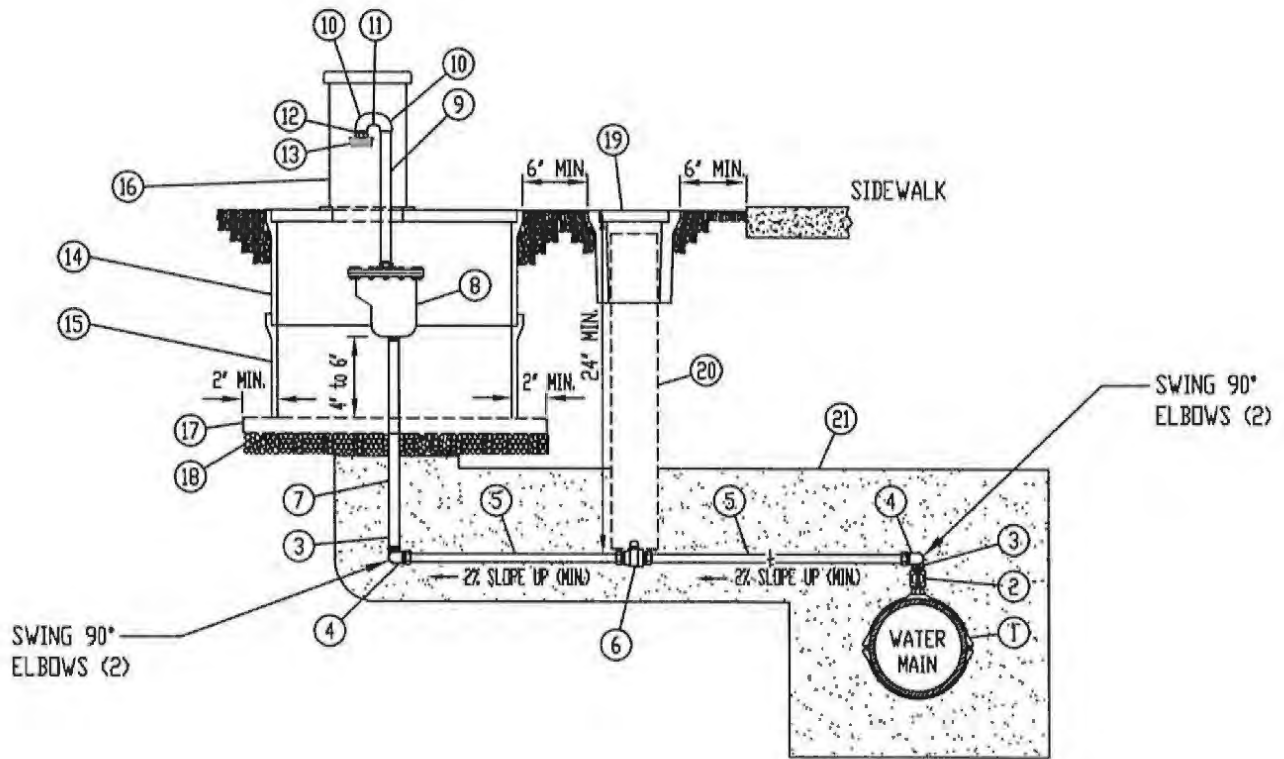
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TB_001



NOTES:

- AIR/VACUUM VALVE AND 6' RISER SHALL BE PLUMB.
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.

1	1" BRONZE SADDLE - IPT	13	SCREEN - CHRISTY VCI
2	1" CORPORATION STOP - FULL-PORT BALL, MIP x MIP	14	CONCRETE BOX - CHRISTY 1324-H/20
3	1" BRASS ELBOW	15	CONCRETE BOX EXTENSION - CHRISTY B1324x12
4	1" BRASS STREET ELBOW - CTS COMP x MIP	16	LID AND HOUSING - PLACER WATERWORKS PW/AE118-M OR EQUAL
5	1" COPPER TUBING - TYPE K HARD	17	2' x 6' PRESSURE TREATED DOUGLAS FIR SUPPORTS (2)
6	1" VALVE - FULL-PORT BALL, CTS COMP x CTS COMP	18	3/4" CLEAN CRUSHED ROCK
7	1" BRASS NIPPLE - LENGTH AS NEEDED	19	CONCRETE VALVE BOX/LID - MARKED "WATER", CHRISTY F-8
8	1" AIR/VACUUM VALVE - CRISPIN UL-10 OR EQUAL	20	6' RISER - SDR35 ONLY, CONTINUOUS SECTION
9	1" SCH 80 PVC PIPE - MIP x SLIP	21	#2 WASHED SAND - COMPACTED TO 90%
10	1" SCH 80 PVC ELBOW - SLIP x SLIP		
11	1" x 2" SCH 80 NIPPLE - SLIP x SLIP		
12	1" x 2" SCH 80 NIPPLE - SLIP x MIP		



**CITRUS
HEIGHTS
WATER
DISTRICT**

1" AIR/VACUUM VALVE - BELOW GROUND

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Churchill DATE: 23 AUG 2016
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

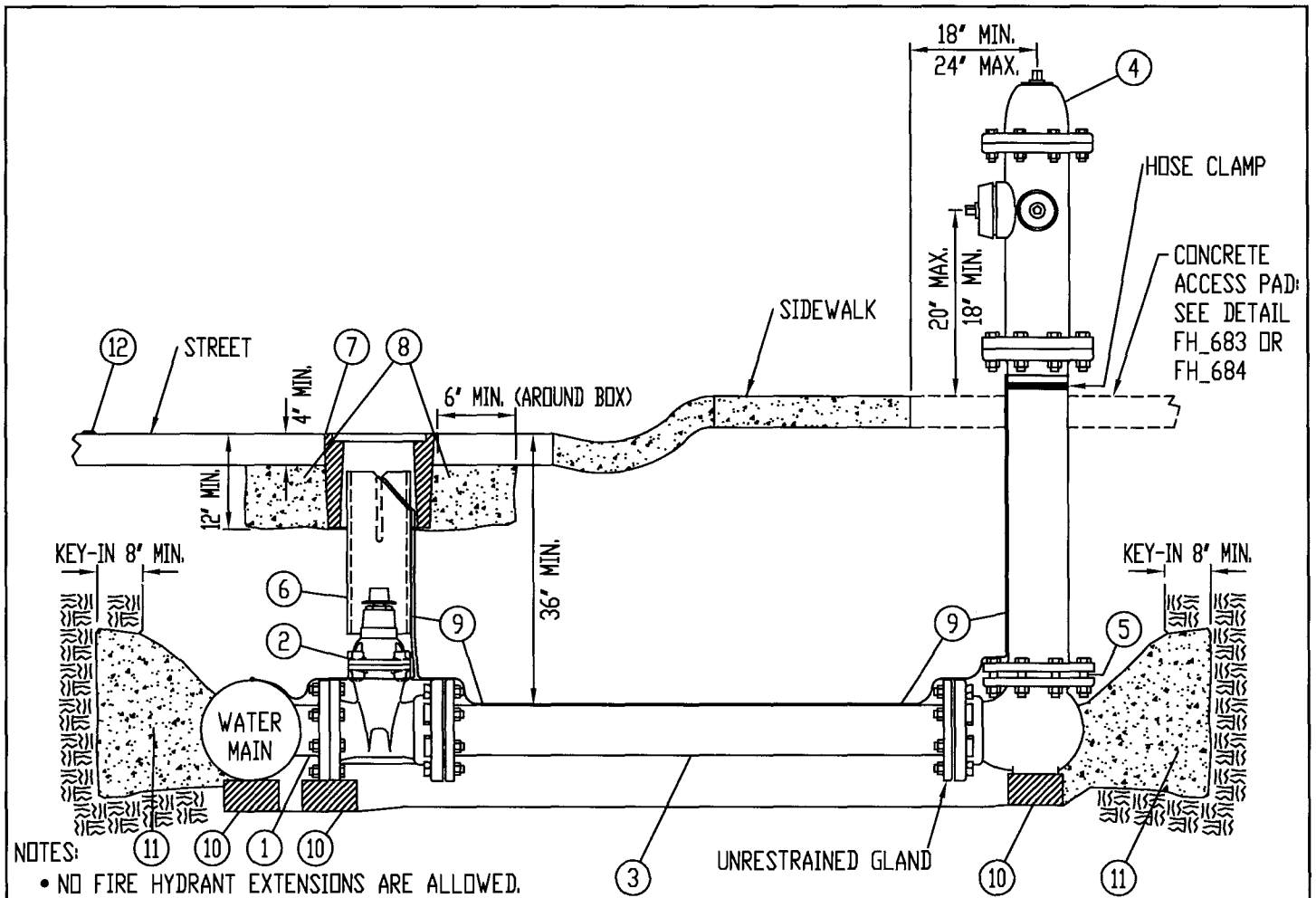
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DESIGN: P.A.D.

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AV_412



NOTES:

- NO FIRE HYDRANT EXTENSIONS ARE ALLOWED.
- BOLT TORQUE ON ALL FITTINGS SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS.
- AREA AROUND FIRE HYDRANT SHALL BE COMPACTED TO 90% MINIMUM.
- PAINT HYDRANT BURY USING A MANUFACTURER'S RECOMMENDED PRIMER, FINISH WITH RUSTOLEUM GLOSS WHITE, TWO COATS MINIMUM. PRIOR TO PAINTING, CLEAN ALL SURFACES WITH SOAP AND WATER USING AN ABRASIVE PAD.

1	TEE - DUCTILE IRON - FLANGED OUTLET	7	VALVE BOX/LID - MARKED "WATER", OLDCASTLE PRECAST NO. G04 BOX, G04C LID
2	6" GATE VALVE - RESILIENT WEDGE - FLANGED TO TEE x MECHANICAL JOINT	8	CONCRETE ENCASUREMENT AROUND VALVE BOX - TYPE II SIX-SACK PORTLAND CEMENT - SEE DETAIL VB_811
3	6" DUCTILE IRON PIPE - PC350	9	#10 INSULATED COPPER LOCATOR WIRE
4	STEAMER FIRE HYDRANT - MUELLER A-423 OR AMERICAN DARLING B84B - MINIMUM 48" BURY, MECHANICAL JOINT INLET, SHALL BE FACTORY WHITE.	10	CONCRETE BRICK - 2 1/4" x 3 3/4" x 7 1/2"
5	BRASS PLUGS SHALL BE INSTALLED IN DRAIN HOLES IN SHOE.	11	CONCRETE THRUST BLOCK - SEE DETAIL TB_001
6	8" RISER - SDR35 ONLY, CONTINUOUS SECTION	12	BLUE REFLECTIVE MARKER - INSTALLED PER SACRAMENTO METROPOLITAN FIRE DISTRICT SPECIFICATIONS



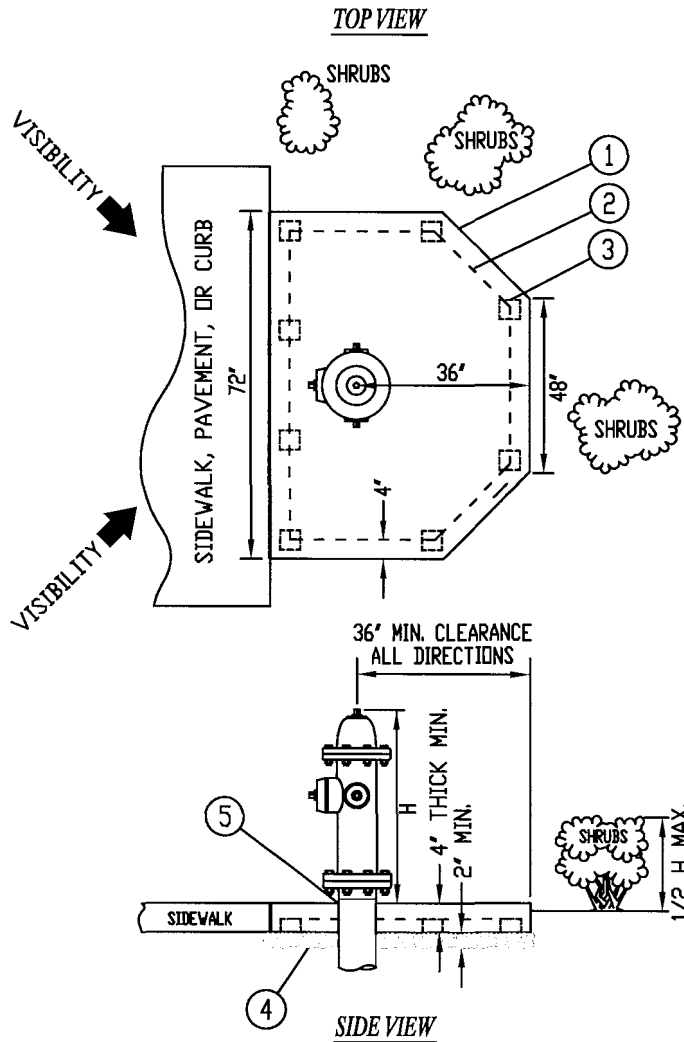
FIRE HYDRANT - 6" CONNECTION (STREET SIDE)

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Churchill* DATE: *5/8/13*
 CITRUS HEIGHTS WATER DISTRICT

DETAIL FOR CONSTRUCTION IN:
SACRAMENTO METRO FIRE DISTRICT

DRAWN:	8 MAY 2013
REVISED:	
SCALE:	N.T.S.
DESIGN:	P.A.D.
CAD FILE:	FH_612.DWG
PAGE:	FH_612



NOTES:

- CONCRETE PAD TO BE POURED INDEPENDENT OF OTHER CONCRETE WORK.
- CONTACT CITRUS HEIGHTS WATER DISTRICT FOR REBAR INSPECTION PRIOR TO POURING CONCRETE. (916) 725-6873
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.
- REINFORCED CONCRETE PAD SHALL BE FINISHED WITH AN EDGING TOOL AROUND THE ENTIRE PERIMETER AND BROOMED AT RIGHT ANGLES TO THE DIRECTION OF TRAVEL.
- PAINT FIRE HYDRANT USING A RUSTOLEUM RECOMMENDED PRIMER, FINISH WITH RUSTOLEUM GLOSS WHITE, TWO COATS MINIMUM. PRIOR TO PAINTING, CLEAN ALL SURFACES WITH SOAP AND WATER USING AN ABRASIVE PAD.

1	REINFORCED CONCRETE PAD - TYPE II SIX-SACK PORTLAND CEMENT	4	3/4" CLASS 2 AGGREGATE BASE - 2" MINIMUM, MECHANICALLY COMPACTED TO 90%
2	3/8" (#3) REBAR - 2" INSIDE PERIMETER		
3	CONCRETE DOBIE w/ WIRE	5	ASPHALT SATURATED ORGANIC FELT (ROOFING PAPER) - ASTM 30, 2 LAYERS AROUND FIRE HYDRANT



**CITRUS
HEIGHTS
WATER
DISTRICT**

FIRE HYDRANT ACCESS PAD

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chumblee DATE: 5/8/13
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

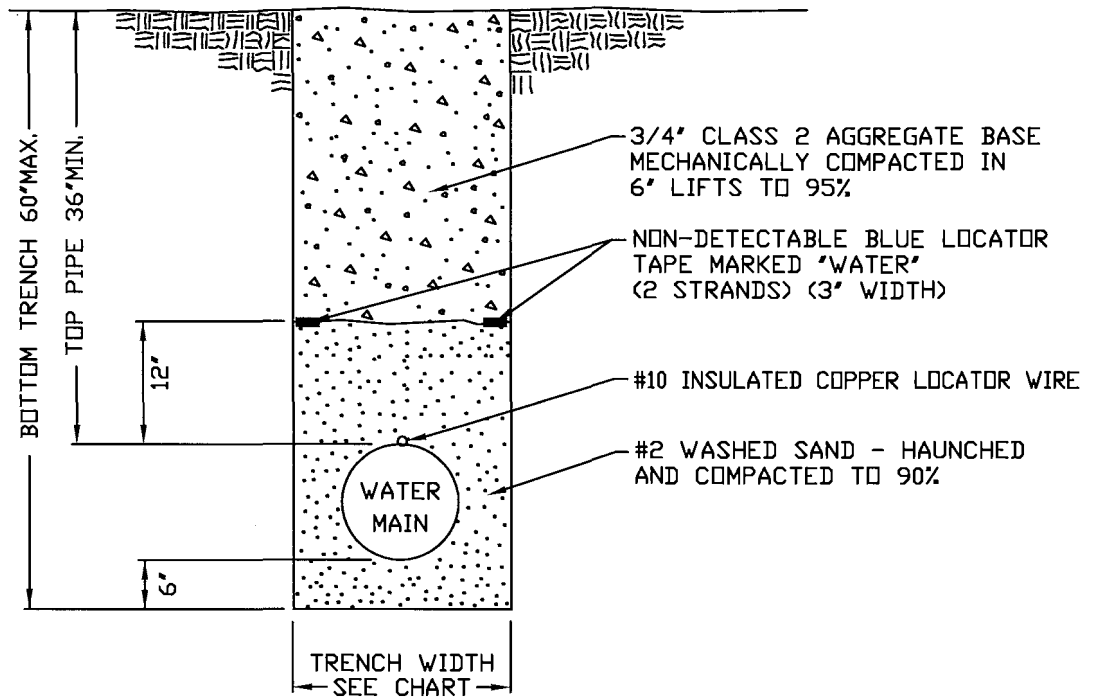
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FH_683



MAIN DIAMETER	MINIMUM TRENCH WIDTH
4"	18"
6"	24"
8"	24"
10"	30"
12"	30"

4" THROUGH 12" TRENCH DETAIL - SHOULDER

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

APPROVED BY:
Robert A. Chumley

DATE: 5/8/13

SCALE: N.T.S.

DESIGN: P.A.D.

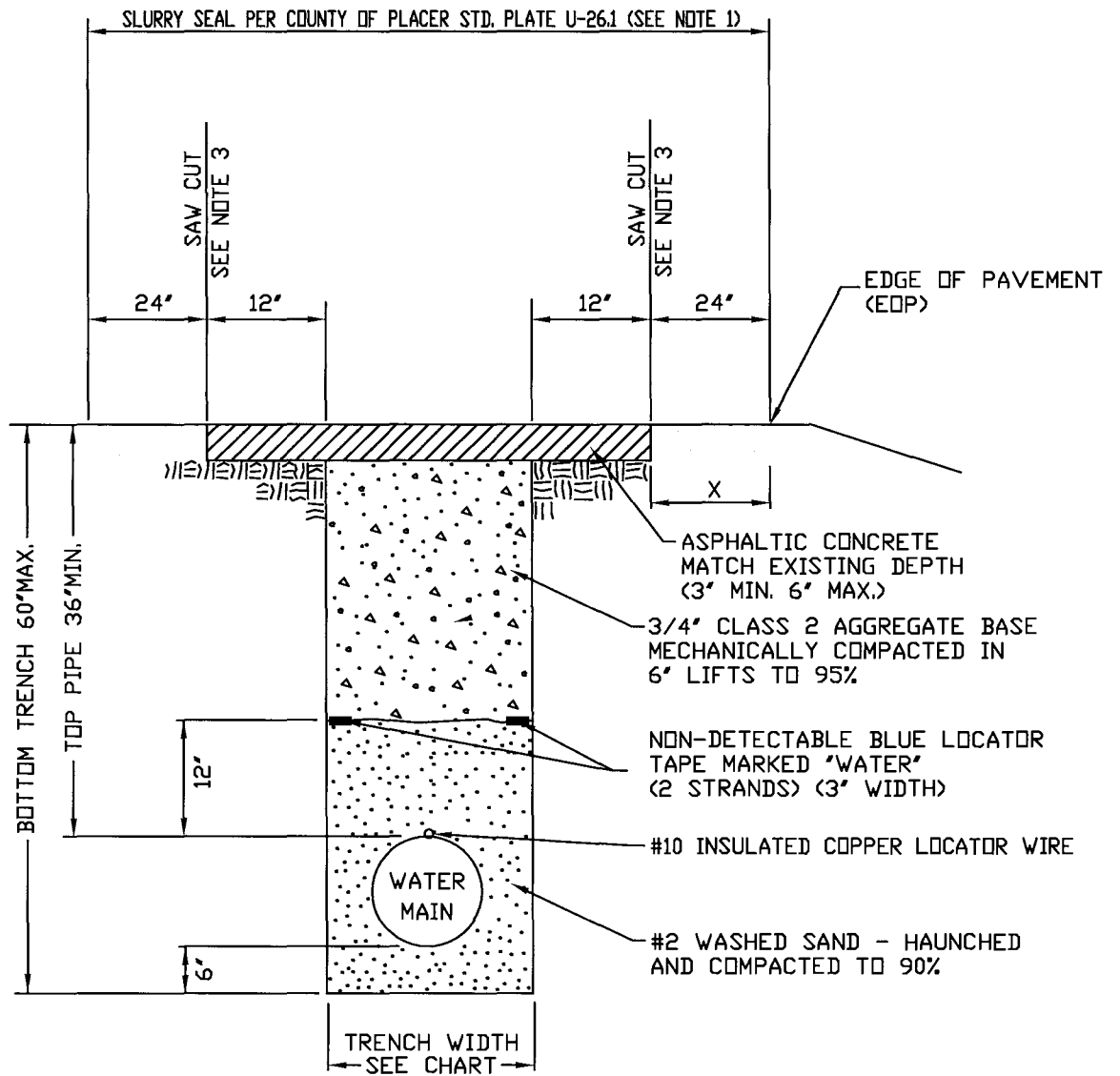
CITRUS HEIGHTS WATER DISTRICT

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CITRUS
 HEIGHTS
 WATER
 DISTRICT



NOTES:

1. SLURRY SEAL COAT TREATMENT SHALL BE APPLIED AT LOCATIONS WITHIN COUNTY OF PLACER RIGHT-OF-WAY ONLY.
2. IF X < 3 FT. FOR ALL TRENCHES REPAVE TO EDGE OF PAVEMENT. IF X < 5 FT. SEAL TO EDGE OF PAVEMENT.
3. PAVEMENT SAWCUT SHALL BE LOCATED OUTSIDE OF VEHICLE WHEEL PATH.

MAIN DIAMETER	MINIMUM TRENCH WIDTH
4"	18"
6"	24"
8"	24"
10"	30"
12"	30"



**CITRUS
HEIGHTS
WATER
DISTRICT**

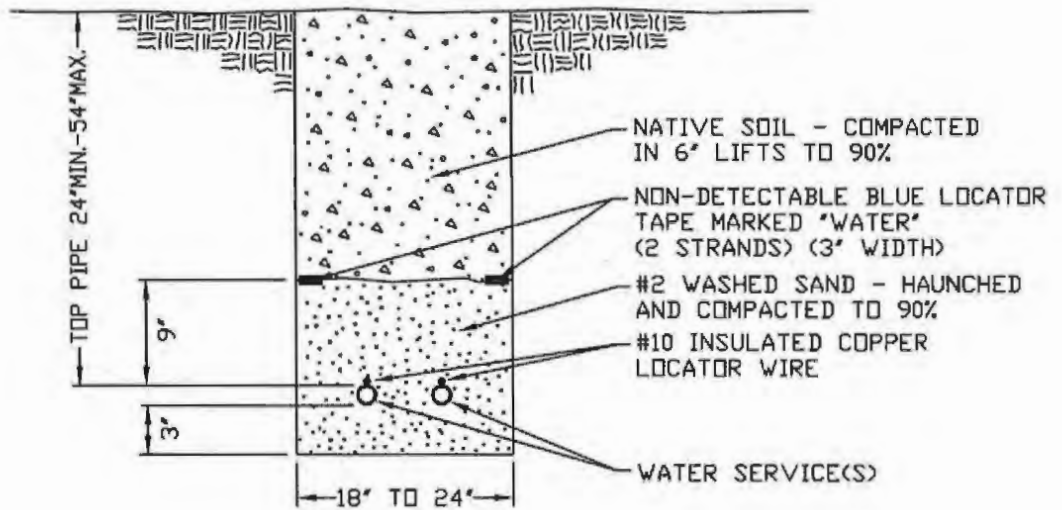
4" THROUGH 12" TRENCH DETAIL - PAVEMENT

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Chumbley* DATE: 5/8/13
 CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013
 REVISED:
 SCALE: N.T.S.
 DESIGN: P.A.D.
 CAD FILE: TREN_713PC.DWG
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TREN_713PC

FOR CONSTRUCTION IN THE COUNTY OF PLACER



SERVICE LINE TRENCH DETAIL - NATIVE

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 19 APRIL 2017

REVISED:

APPROVED BY:

Melissa Pieri

DATE: 4/19/17

SCALE: N.T.S.

DESIGN: P.A.D.

CITRUS HEIGHTS WATER DISTRICT

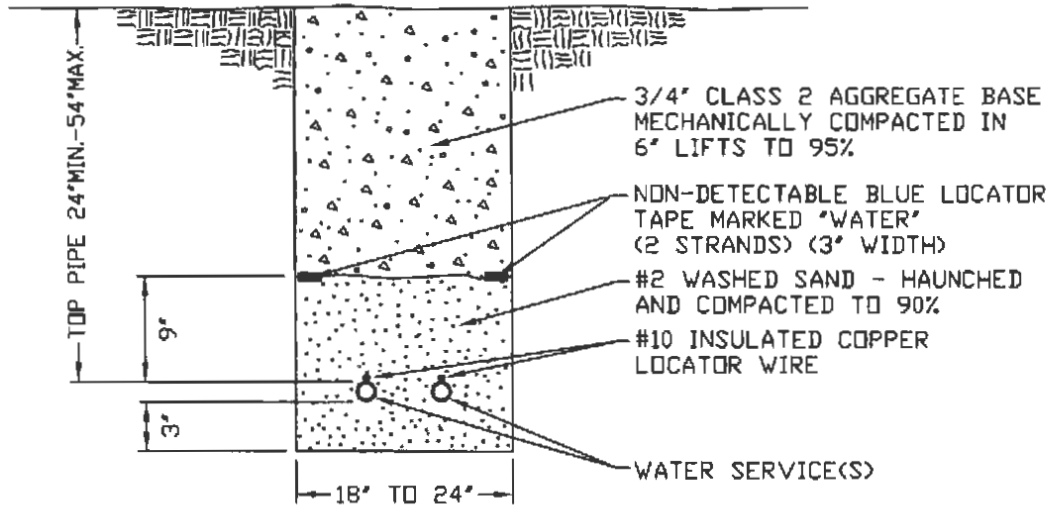
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TREN_721



CITRUS
HEIGHTS
WATER
DISTRICT



SERVICE LINE TRENCH DETAIL - SHOULDER

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Melina Pieri

DATE:

4/19/17

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 19 APRIL 2017

REVISED:

SCALE: N.T.S.

DESIGN: P.A.D.

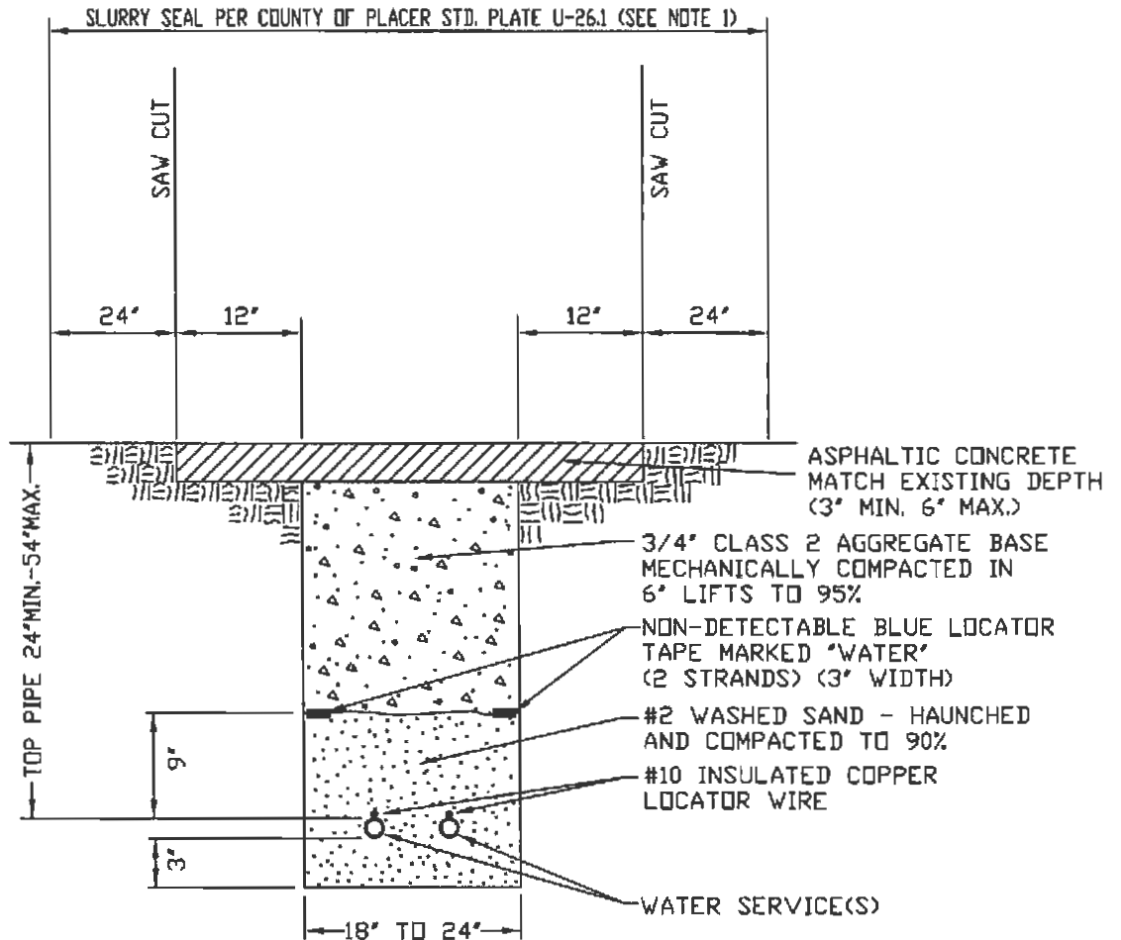
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TREN_722



CITRUS
HEIGHTS
WATER
DISTRICT



NOTES:

1. SLURRY SEAL COAT TREATMENT SHALL BE APPLIED AT LOCATIONS WITHIN COUNTY OF PLACER RIGHT-OF-WAY ONLY.



**CITRUS
HEIGHTS
WATER
DISTRICT**

SERVICE LINE TRENCH DETAIL - PAVEMENT

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Melina Pieri

DATE:

4/19/17

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 19 APRIL 2017

REVISED:

SCALE: N.T.S.

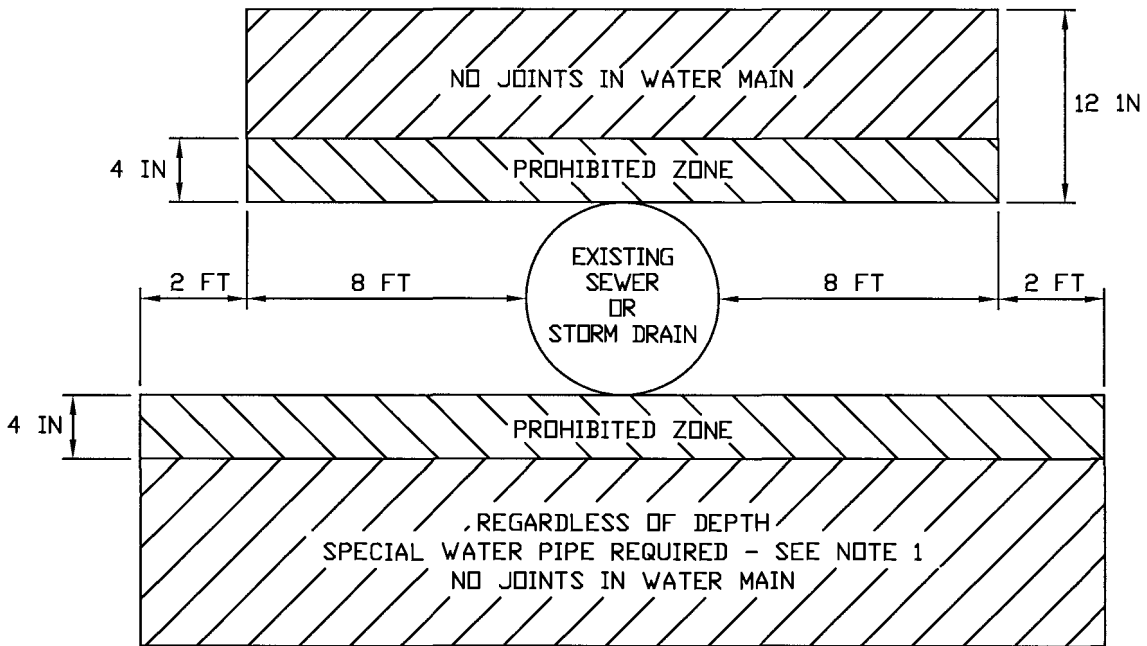
DESIGN: P.A.D.

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TREN_723PC

FOR CONSTRUCTION IN THE COUNTY OF PLACER



NOTE:

1. AN 18 FOOT LENGTH OF PC350 DUCTILE IRON PIPE (DIP) OR A 20 FOOT LENGTH OF CL305 DR 14 AWWA C900-07 POLYVINYLCHLORIDE (PVC) WATER MAIN TO BE CENTERED BELOW SEWER OR STORM DRAIN CROSSINGS.



**CITRUS
HEIGHTS
WATER
DISTRICT**

SEWER/STORM CROSSING DETAIL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumbley

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

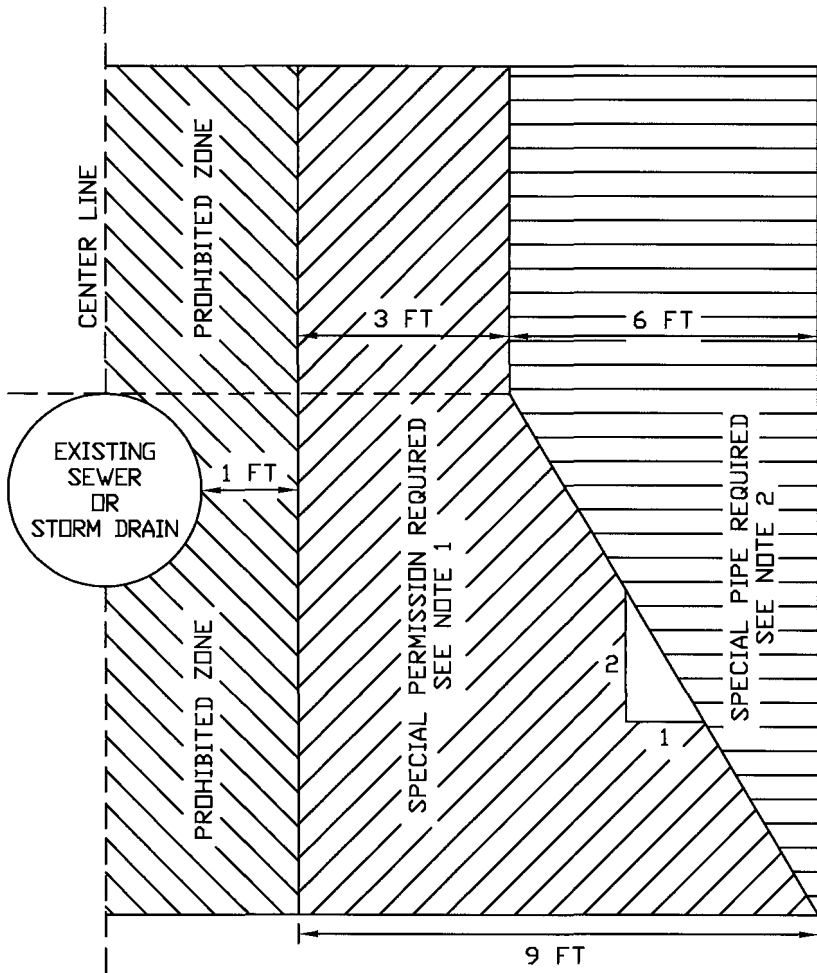
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: TREN_782.DWG

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TREN_782



NOTES:

1. NO WATER MAINS PARALLEL TO SEWERS OR STORM DRAINS SHALL BE CONSTRUCTED IN THIS ZONE WITHOUT PRIOR WRITTEN APPROVAL FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH.
2. WATER MAINS IN THIS ZONE SHALL BE CONSTRUCTED OF PC350 DUCTILE IRON PIPE (DIP) OR CL305 DR 14 AWWA C900-07 POLYVINYLCHLORIDE (PVC).



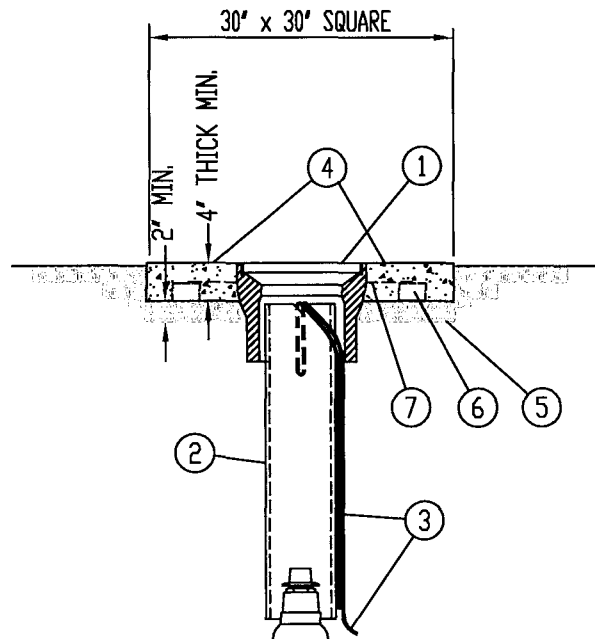
SEWER/STORM PARALLEL DETAIL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Dobal a. Chubb
 CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013
REVISED:
SCALE: N.T.S.
DESIGN: P.A.D.
CAD FILE: TREN_783.DWG
PAGE: TREN_783



NOTES:

- RISER SHALL BE PLUMB.
- VALVE OPERATING NUT SHALL BE CENTERED IN THE RISER AND FULLY ACCESSIBLE.
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.
- CONTACT CITRUS HEIGHTS WATER DISTRICT FOR REBAR INSPECTION PRIOR TO POURING CONCRETE. (916) 725-6873
- REINFORCED CONCRETE PAD SHALL BE FINISHED WITH AN EDGING TOOL AROUND THE ENTIRE PERIMETER AND BROOMED AT RIGHT ANGLES TO THE DIRECTION OF TRAVEL.
- TRIANGULAR LID SHALL POINT IN THE DIRECTION OF THE MAIN WHICH IS ISOLATED BY THE VALVE.

1	VALVE BOX/LID - MARKED "WATER", OLDCASTLE PRECAST NO. G04 BOX, G04C LID	5	3/4" CLASS 2 AGGREGATE BASE - 2" MINIMUM, MECHANICALLY COMPACTED TO 90%
2	8" RISER - SDR35 ONLY, CONTINUOUS SECTION	6	CONCRETE DOBIE w/ WIRE
3	#10 INSULATED COPPER LOCATOR WIRE	7	3/8" (#3) REBAR - 2" INSIDE PERIMETER
4	REINFORCED CONCRETE PAD - 4" THICK x 30' SQUARE, TYPE II SIX-SACK PORTLAND CEMENT		



**CITRUS
HEIGHTS
WATER
DISTRICT**

WATER MAIN VALVE BOX - LANDSCAPE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chubb DATE: 5/8/13
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

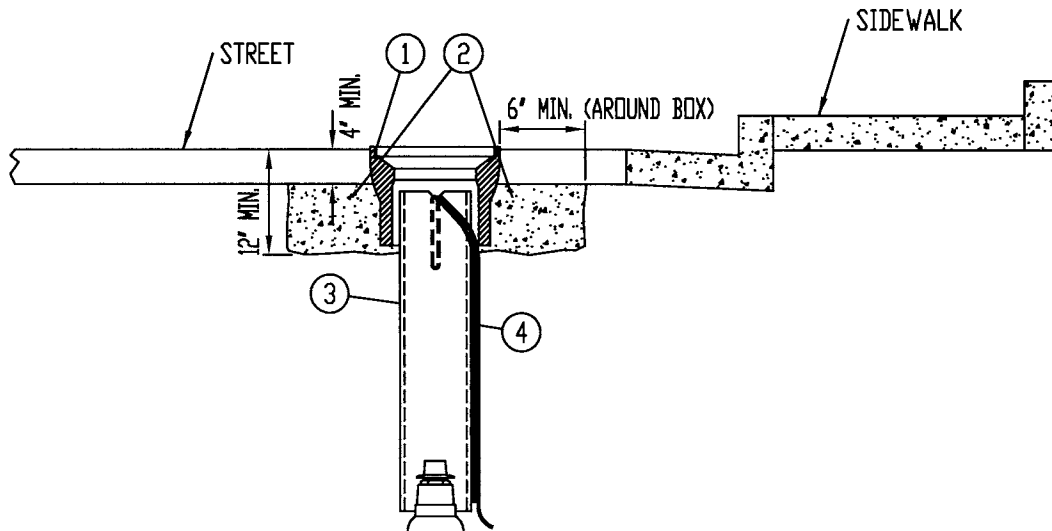
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DESIGN: P.A.D.

CAD FILE: VB_810.DWG

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VB_810



NOTES:

- RISER SHALL BE PLUMB.
- VALVE OPERATING NUT SHALL BE CENTERED IN THE RISER AND FULLY ACCESSIBLE.
- MATERIAL BELOW CONCRETE ENCASEMENT SHALL BE COMPACTED TO 95% MINIMUM.
- CONCRETE ENCASEMENT SHALL BE ALLOWED TO CURE 24 HOURS MINIMUM PRIOR TO FINISH PAVING.
- TRIANGULAR LID SHALL POINT IN THE DIRECTION OF THE MAIN WHICH IS ISOLATED BY THE VALVE.

1	VALVE BOX/LID - MARKED "WATER", OLDCASTLE PRECAST NO. G04 BOX, G04C LID
2	CONCRETE ENCASEMENT AROUND VALVE BOX - TYPE II SIX-SACK PORTLAND CEMENT
3	8" RISER - SDR35 ONLY, CONTINUOUS SECTION
4	#10 INSULATED COPPER LOCATOR WIRE



**CITRUS
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WATER MAIN VALVE BOX - STREET/DRIVEWAY

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

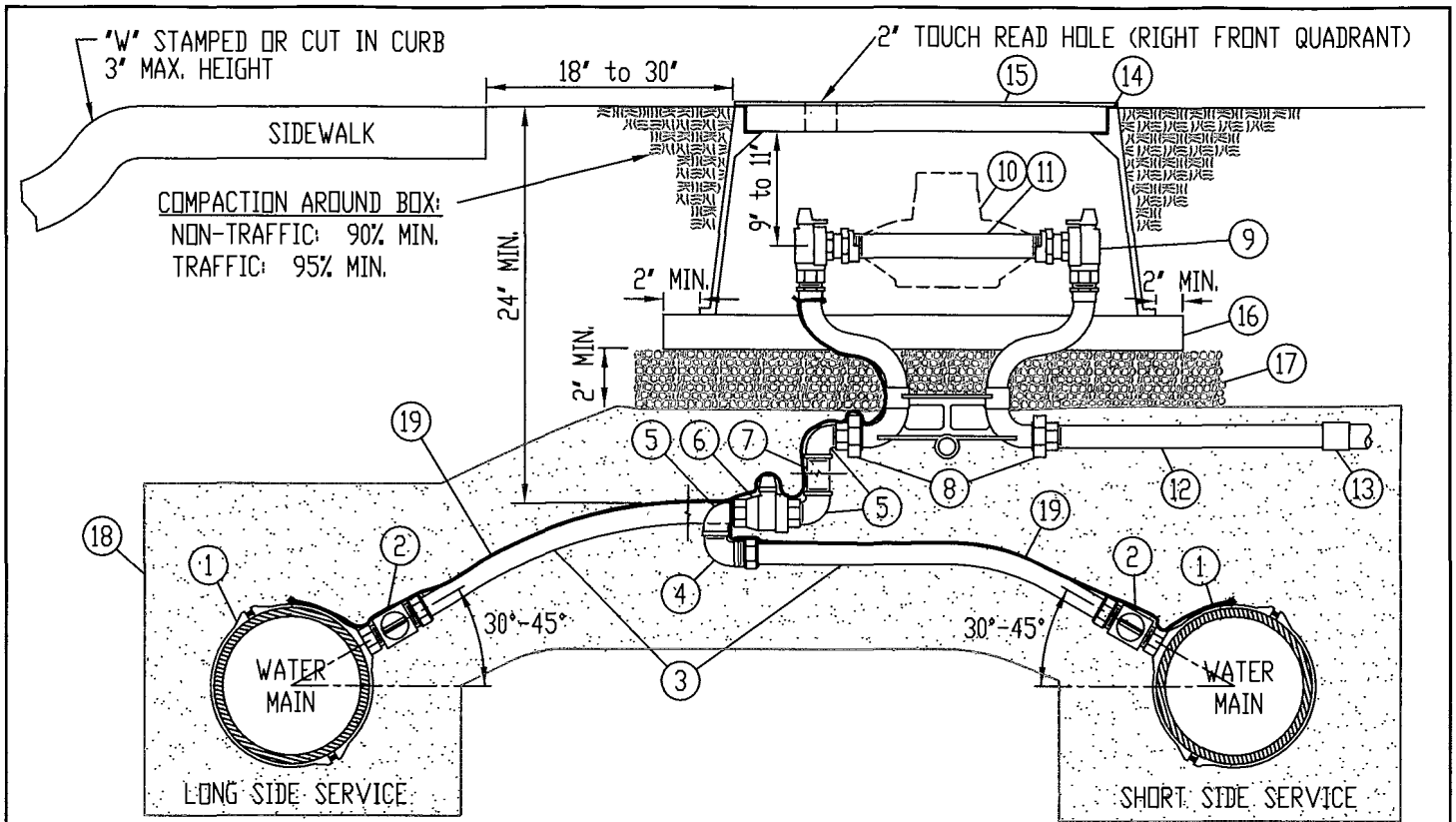
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DESIGN: P.A.D.

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VB_811



COMPACTION AROUND BOX:
NON-TRAFFIC: 90% MIN.
TRAFFIC: 95% MIN.

CARSON 1220-4B "T" TYPE LID:

SHALL INCLUDE STRAIGHT TYPE HEXAGON LOCK-DOWN BOLT (1) AND TOUCH READ HOLE. SHALL BE MARKED "WATER"

CHRISTY FL30T RECESSED LID:

SHALL INCLUDE STRAIGHT TYPE PENTAHEAD LOCK-DOWN BOLTS (2) AND TOUCH READ HOLE. SHALL BE MARKED "WATER"

METER YOKE:

FORD, JONES, MUELLER, McDONALD

1	1' BRONZE SADDLE - IPT	9	1' COPPER/BRASS METER YOKE - 12" HEIGHT w/2 FULL PORT ANGLE BALL VALVES INCLUDING PADLOCK WINGS ON INLET AND OUTLET
2	1' CORPORATION STOP - FULL-PORT BALL, MIP x CTS COMP w/ STAINLESS STEEL INSERT (1' CTS INSERT-52)	10	1" WATER METER (BY DISTRICT)
3	1' POLYETHYLENE TUBING - CTS ENDOPORE PE-4710 SODR 9 (250 PSI) OR EQUAL	11	PVC METER IDLER - 1 1/4" x 10 3/4", SCH 80 (BY CONTRACTOR)
4	1' BRASS STREET ELBOW - CTS COMP x MIP w/ STAINLESS STEEL INSERT (1' CTS INSERT-52)	12	1" x 18" PVC NIPPLE - SCH 80 (BRASS IF BACKFLOW)
5	1' BRASS STREET ELBOW	13	1' PVC COUPLING - SCH 80
6	1' VALVE - FULL-PORT BALL, FIP x FIP or CTS COMP x FIP w/ STAINLESS STEEL INSERT (1' CTS INSERT-52)		NON-TRAFFIC AREAS
7	1' BRASS NIPPLE (AS NECESSARY TO ADJUST TO PROPER GRADE)	14	METER BOX
8	1' DUAL PURPOSE CONNECTION	15	LID
		16	2" x 6" PRESSURE TREATED DOUGLAS FIR SUPPORTS (2)
		17	3/4" CLEAN CRUSHED ROCK
		18	#2 WASHED SAND COMPACTED TO 90%
		19	#10 INSULATED COPPER LOCATOR WIRE

**1" POLYETHYLENE WATER SERVICE - 1" WATER METER
NEW CONSTRUCTION**

CITRUS HEIGHTS WATER DISTRICT



**CITRUS
HEIGHTS
WATER
DISTRICT**

APPROVED BY:

Robert A. Chubice

CITRUS HEIGHTS WATER DISTRICT

DATE:

9/25/14

DRAWN: 25 SEP 2014

REVISED:

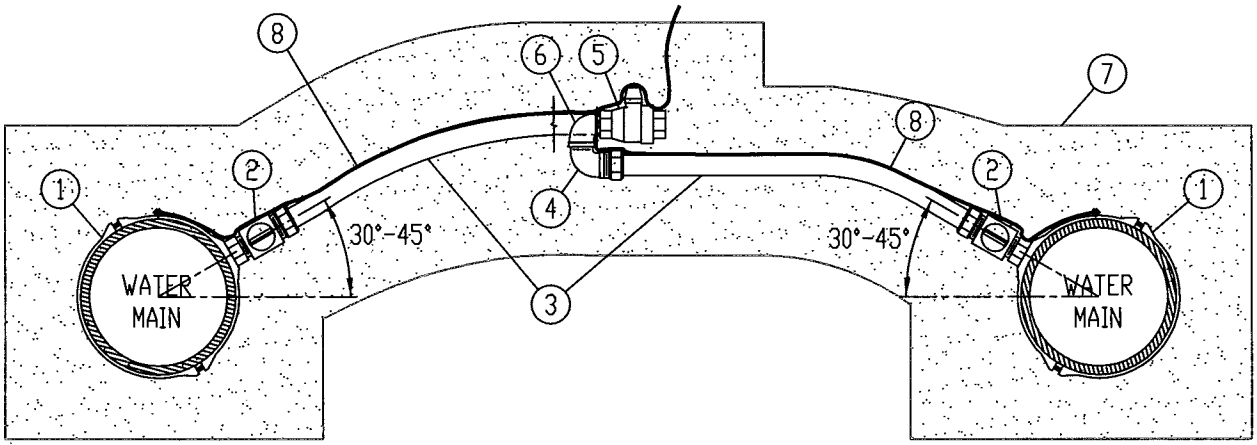
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DESIGN: P.A.D.

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WS_100PE



1	1" BRONZE SADDLE - IPT	5	1" VALVE - FULL-PORT BALL, FIP x FIP or CTS x FIP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52)
2	1" CORPORATION STOP - FULL-PORT BALL, MIP x CTS COMP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52)	6	1" BRASS STREET ELBOW
3	1" POLYETHYLENE TUBING - CTS ENDOPORE PE-4710 SODR 9 (250 PSI) OR EQUAL	7	#2 WASHED SAND COMPACTED TO 90%
4	1" BRASS STREET ELBOW - CTS COMP x MIP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52)	8	#10 INSULATED COPPER LOCATOR WIRE (INSTALL INTO EXISTING METER BOX)



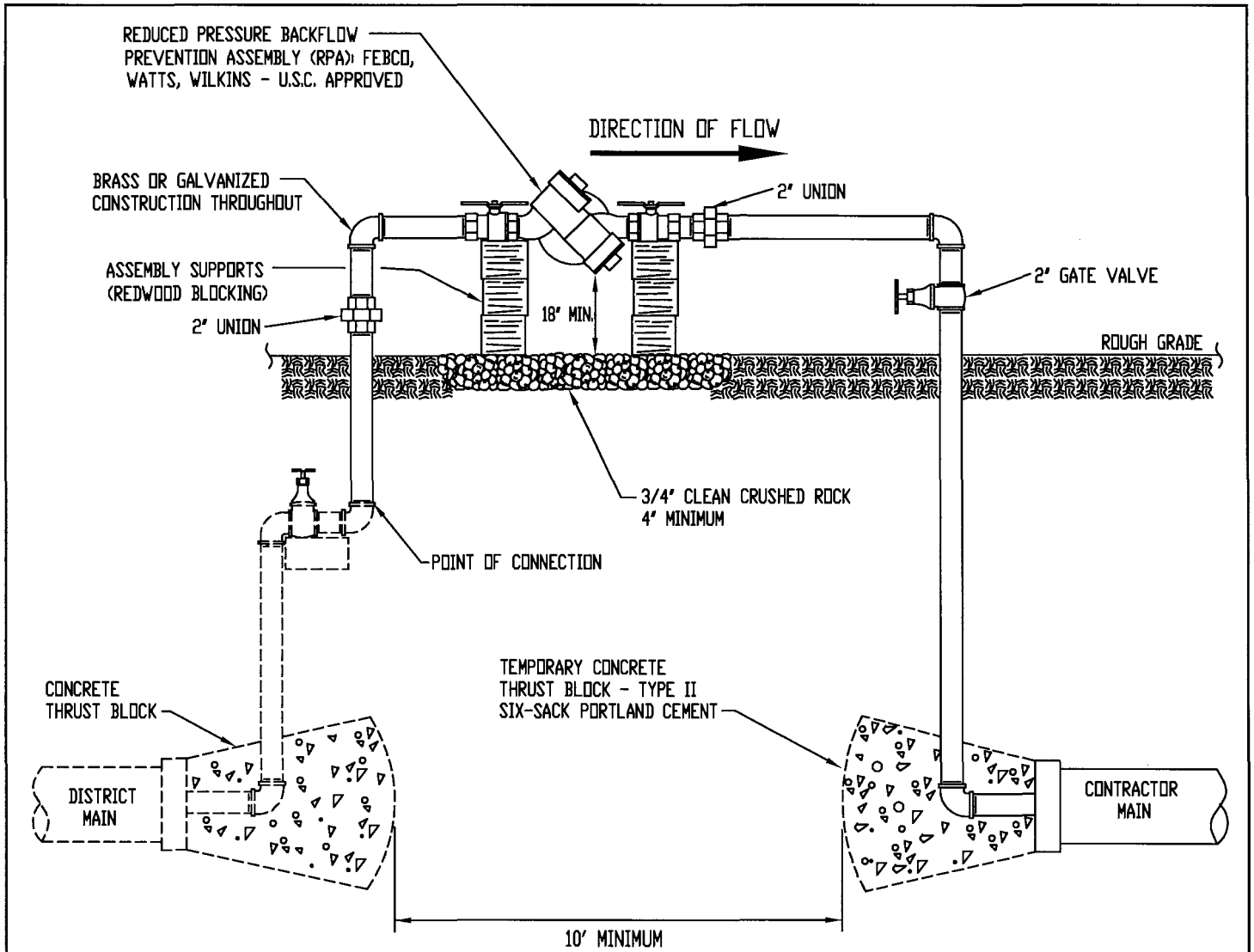
**CITRUS
HEIGHTS
WATER
DISTRICT**

1" POLYETHYLENE WATER SERVICE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Churchill DATE: 9/25/14
CITRUS HEIGHTS WATER DISTRICT

DRAWN:	25 SEP 2014
REVISED:	
SCALE:	N.T.S.
DESIGN:	P.A.D.
CAD FILE:	WS_108PE.DWG
PAGE:	WS_108PE



NOTES:

1. WATER SHALL ONLY BE DRAWN INTO THE CONTRACTOR'S MAIN THROUGH A DISTRICT-APPROVED RPA TYPE BACKFLOW PREVENTION ASSEMBLY. PRIOR TO CONNECTION TO THE DISTRICT WATER MAIN, THE ASSEMBLY MUST BE TESTED BY A SACRAMENTO COUNTY CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER AND WRITTEN TEST RESULTS PROVIDED TO THE DISTRICT.
2. FINAL COMPONENTS NECESSARY FOR THE TIE-IN SHALL BE PRE-CHLORINATED AND FLUSHED IN THE PRESENCE OF A DISTRICT INSPECTOR.
3. ABOVE-GROUND CONSTRUCTION WATER SERVICE SHALL BE SAFE-GUARDED WITH BARRICADES.
4. THE CONTRACTOR MAY CONNECT TO A DISTRICT FIRE HYDRANT INSTEAD OF A DISTRICT WATER MAIN AT THE SOLE DISCRETION OF THE INSPECTOR.



**CITRUS
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2" CONSTRUCTION WATER SERVICE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Churchill
CITRUS HEIGHTS WATER DISTRICT

DATE: *5/8/13*

DRAWN: 8 MAY 2013

REVISED:

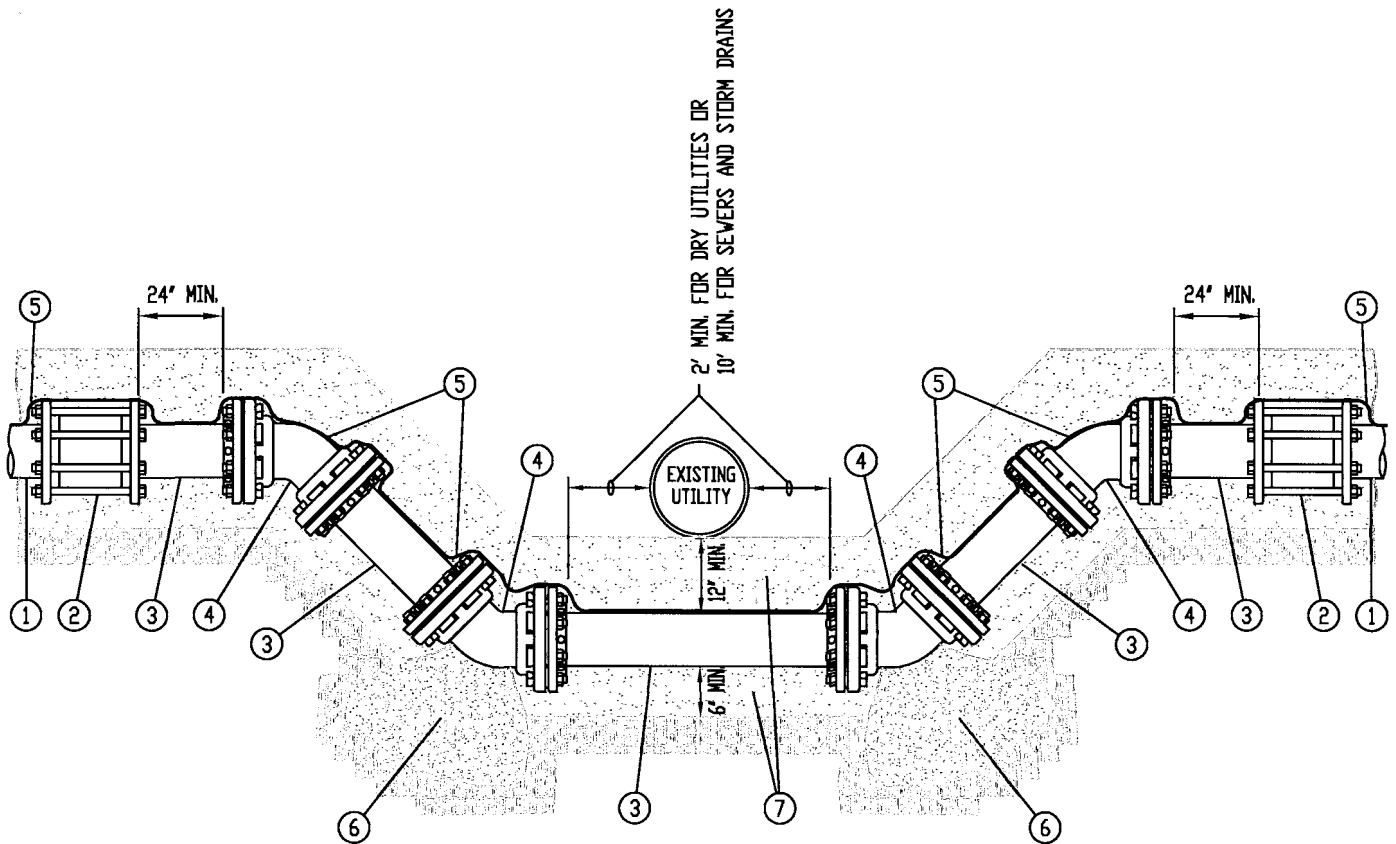
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DESIGN: P.A.D.

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WS_290



NOTE:

- BOLT TORQUE ON ALL FITTINGS SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS.

1	EXISTING WATER MAIN	5	#10 INSULATED COPPER LOCATOR WIRE
2	FLEXIBLE COUPLING w/ 12' BARREL	6	CONCRETE THRUST BLOCK - SEE DETAIL TB_001
3	DUCTILE IRON PIPE - PC350, CONTINUOUS SECTION	7	#2 WASHED SAND - COMPACTED TO 90%
4	45° ELBOW - MECHANICAL JOINT W/ MEGA-LUG RESTRAINT GLANDS		



**CITRUS
HEIGHTS
WATER
DISTRICT**

UTILITY CROSSING

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Churchill

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

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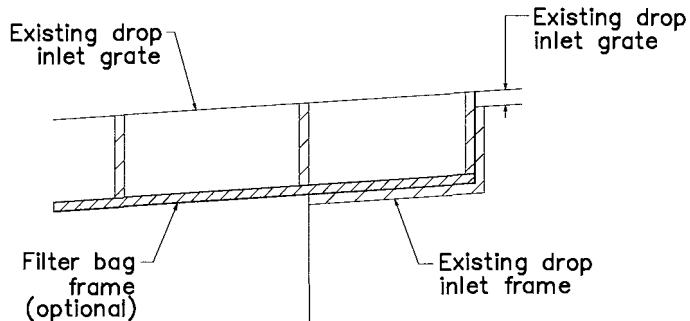
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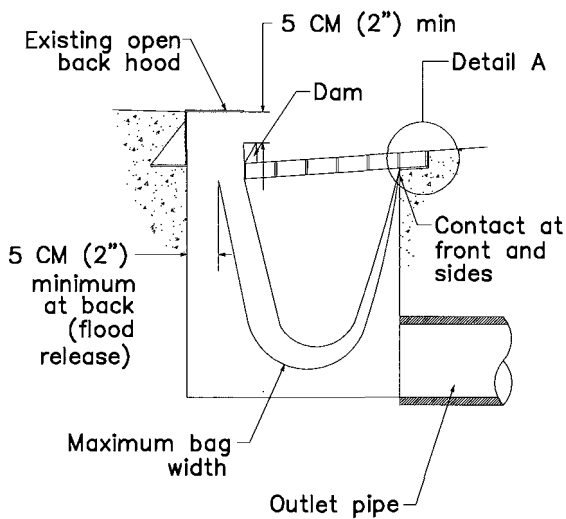
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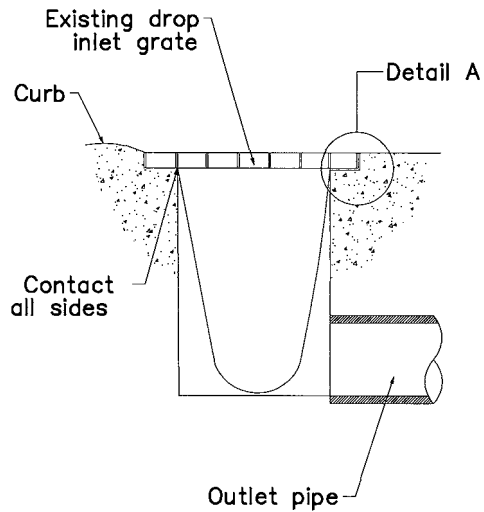
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DETAIL A



PLACEMENT AT CURB INLETS



PLACEMENT AT AREA INLETS



**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
FILTER BAG INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chubino

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

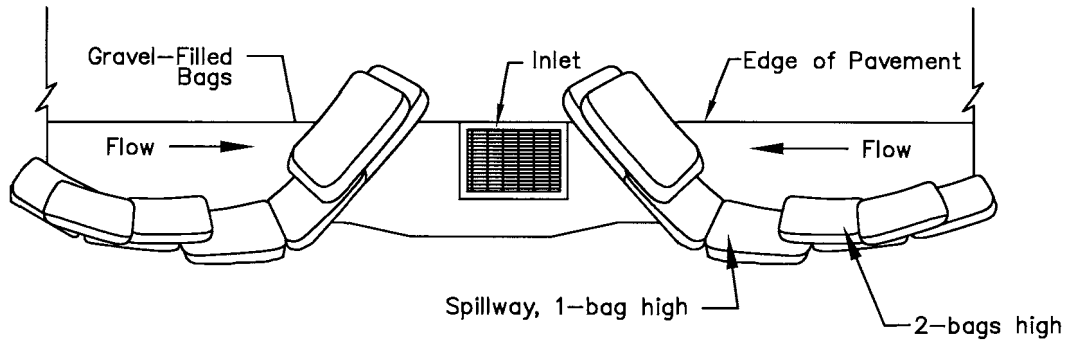
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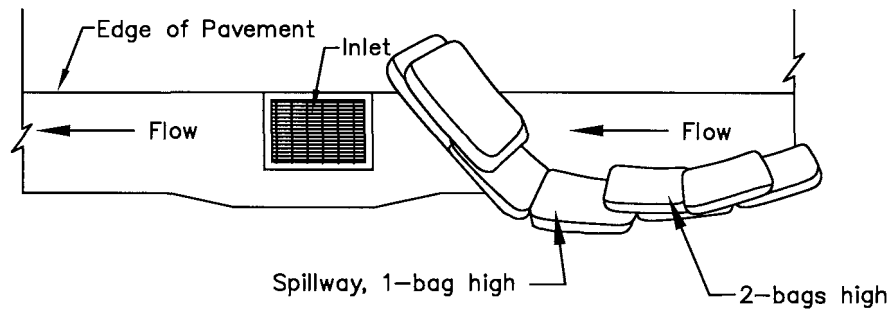
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TYPICAL PROTECTION FOR INLET ON SUMP



TYPICAL PROTECTION FOR INLET ON GRADE

NOTES:

1. Intended for short-term use.
2. Use to inhibit non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed
5. Not applicable without filter fabric in areas with high silts and clays.



**CITRUS
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**STORM DRAIN INLET PROTECTION
CURB INLET INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Chumblee*

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

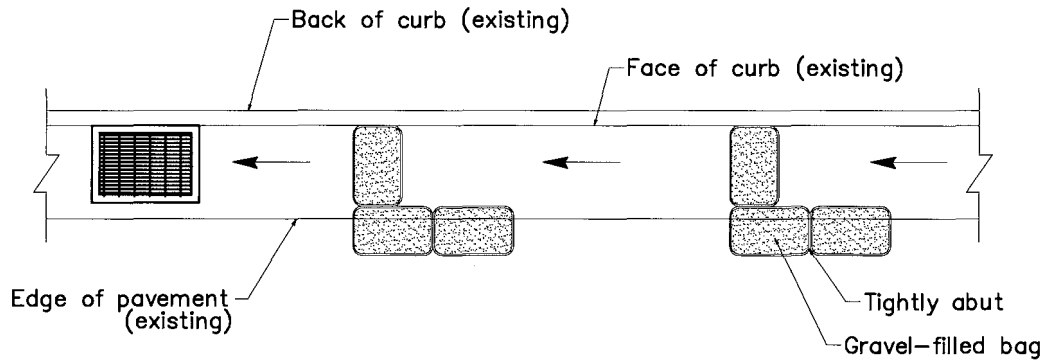
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EXISTING CURB DRAIN SEDIMENT TRAP



**CITRUS
HEIGHTS
WATER
DISTRICT**

*STORM DRAIN INLET PROTECTION
SEDIMENT TRAP*

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumbe

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

SCALE: N.T.S.

DESIGN: P.A.D.

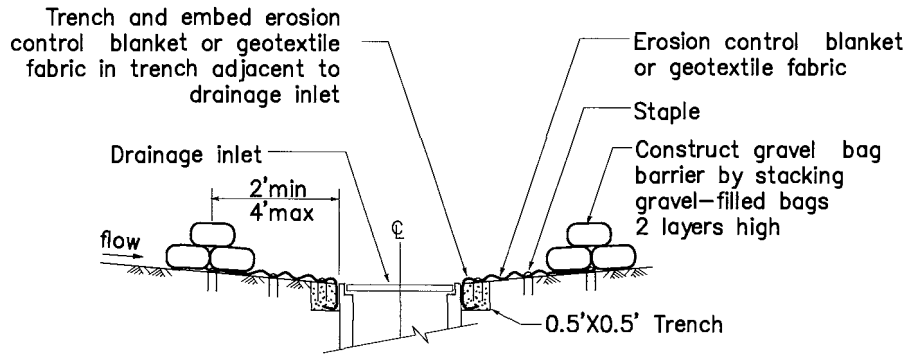
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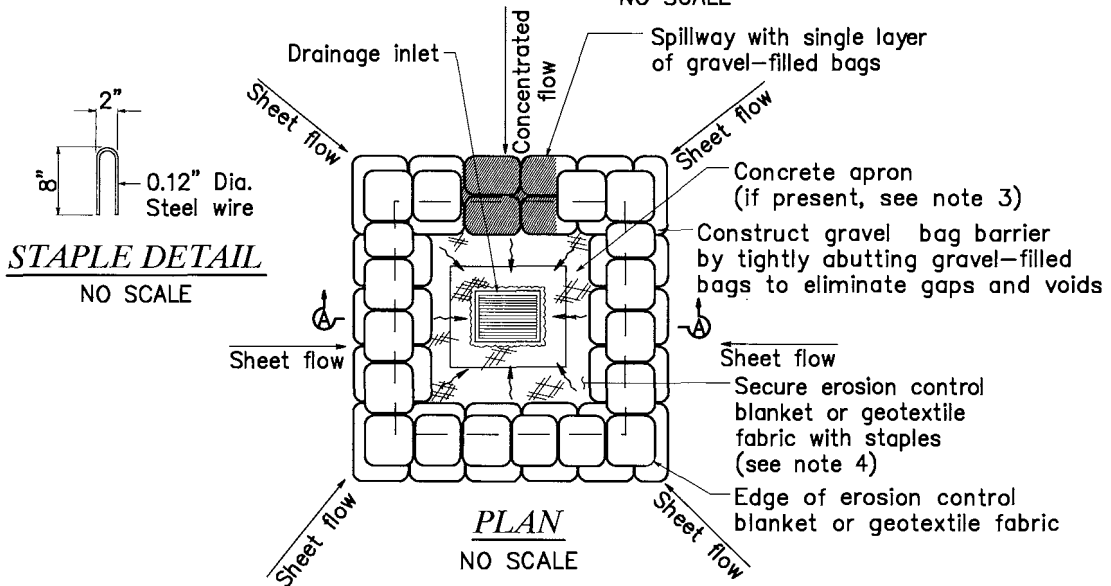
NOTES:

1. Dimensions may vary to fit field conditions.
2. Install a minimum of 3 gravel bag barriers upstream of each drainage inlet to be protected.
3. Position erosion control blanket or geotextile fabric at edge of concrete apron and secure in trench.
4. Erosion control blanket/geotextile fabric is not required if the area adjacent to the drainage inlet is vegetated or paved.



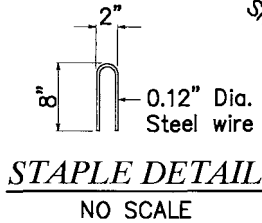
SECTION A-A

NO SCALE



PLAN

NO SCALE



STAPLE DETAIL

NO SCALE

**STORM DRAIN INLET PROTECTION
AREA INLET INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT



**CITRUS
HEIGHTS
WATER
DISTRICT**

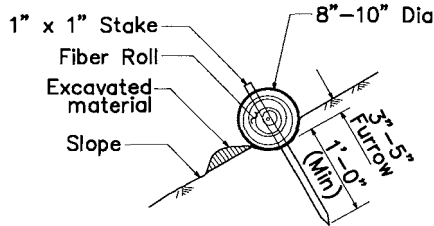
APPROVED BY:
Robert A. Churchill
CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

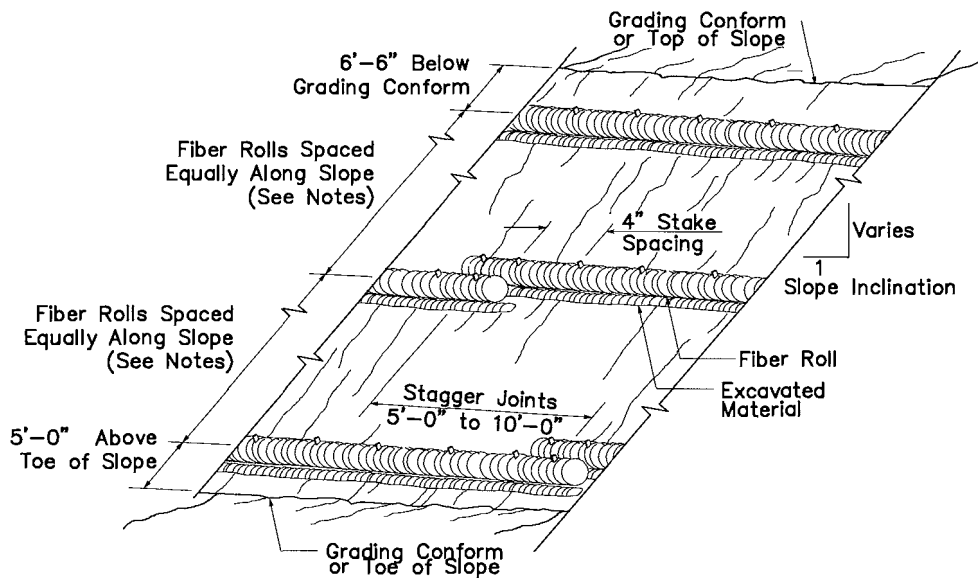
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REVISED: NONE
SCALE: N.T.S.
DESIGN: P.A.D.
CAD FILE: SWPPP_103.DWG
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NOTES:

1. Prepare the slope before the wattling procedure is started.
2. Dig small trenches across the slope on contour, to place rolls. The trench should be deep enough to accommodate half the thickness of the roll, when the soil is loose and uncompacted, the trench should be deep enough to bury the roll 2/3 of its thickness because the ground will settle.
3. Install rolls perpendicular to water movement.
4. Start at the bottom of the slope and work up.
5. Construct trench at contour intervals of 12 feet apart.
6. Use straight bar to drive holes through the wattle and into the soil.
7. Make sure no gaps exist between the soil and the straw wattle.
8. Drive the stake through the prepared hole into the soil. Leave only 1 or 2 inches of stake exposed above roll install stake every 4 feet apart through the wattle. Additional stakes may be driven on the downslope side of the trenches on highly erosive or very steep slopes.
9. Runoff must not be allowed to run under or around roll.



SECTION
TEMPORARY FIBER ROLL



PERSPECTIVE
TEMPORARY FIBER ROLL



**CITRUS
HEIGHTS
WATER
DISTRICT**

TEMPORARY FIBER ROLL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Chumley

DATE: 5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

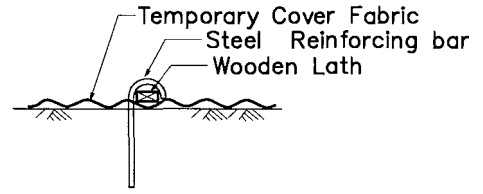
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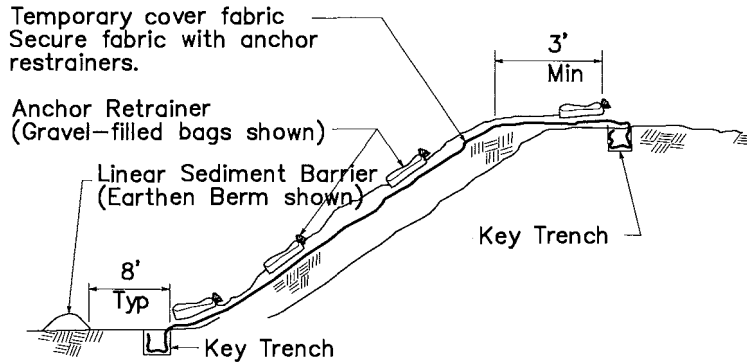
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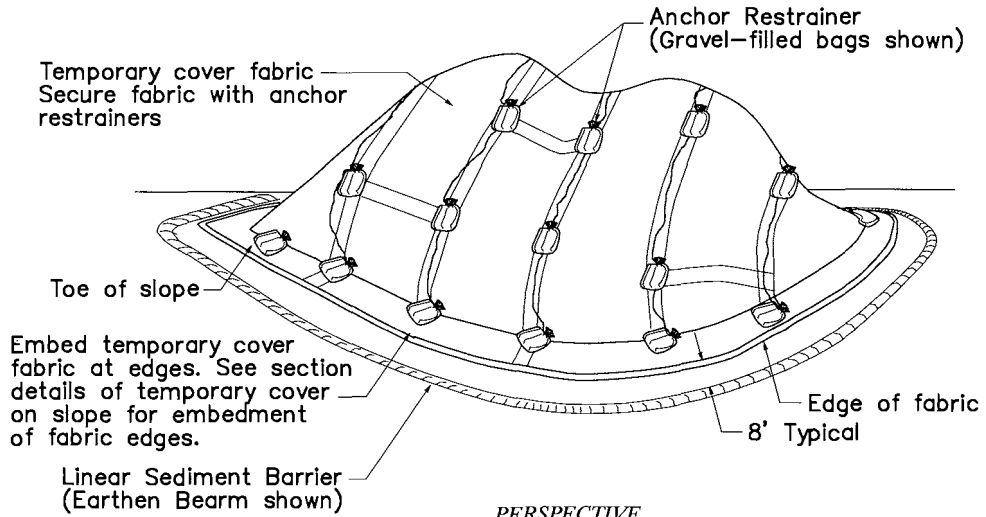
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SECTION
ANCHOR RESTRAINER
 (Steel bar and wooden lath)



SECTION
TEMPORARY COVER ON SLOPE



PERSPECTIVE
TEMPORARY COVER ON STOCKPILE



**CITRUS
 HEIGHTS
 WATER
 DISTRICT**

**TEMPORARY COVER
 STOCKPILE INSTALLATION**

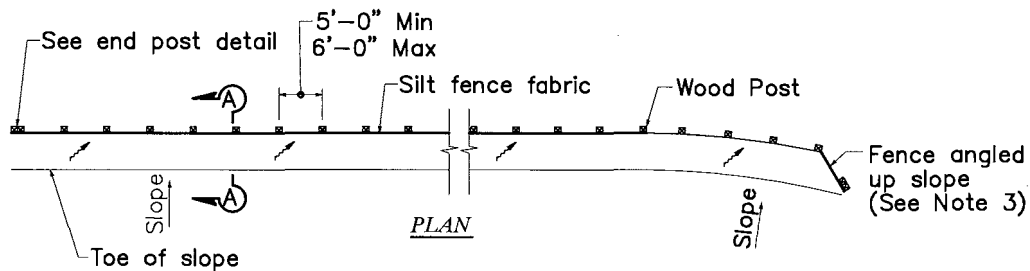
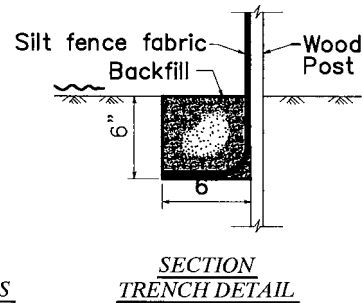
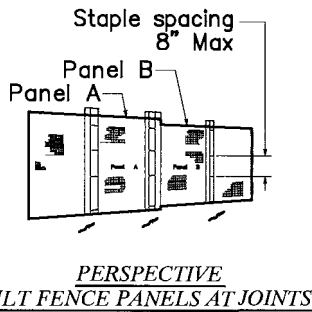
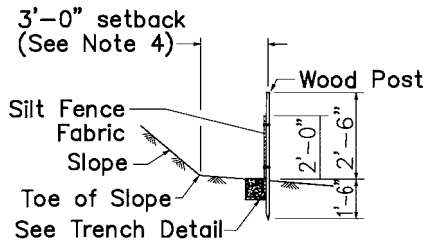
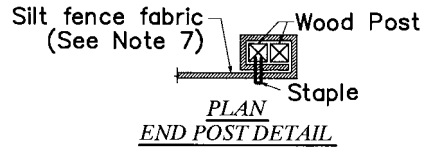
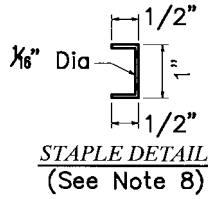
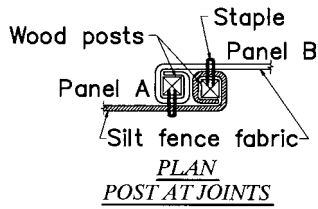
CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Chumbley
 CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013
 REVISED: NONE
 SCALE: N.T.S.
 DESIGN: P.A.D.
 CAD FILE: SWPPP_111.DWG

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SWPPP_111



NOTES:

1. Install Temporary Silt Fence by first digging trench, driving posts, placing and securing fabric. Then backfill and tamp.
2. Reach length not to exceed 500 feet.
3. The down stream end of the Temporary Silt Fence shall have the last 8' angled up slope.
4. Setback dimensions may vary to fit field conditions.
5. Posts to overlap and fence fabric to fold around each post one full turn. Secure fabric with 4 staples for each post.
6. Posts shall be driven tightly together to prevent potential flow-through of sediment at the joint. The tops of the posts shall be secured to each other with wire.
7. For each end post, fence fabric shall be folded around two posts one full turn and secured with 4 staples.
8. Minimum of 4 staples shall be installed per post. Dimensions shown are typical.
9. Maintenance openings shall be constructed in a manner to ensure that sediment is retained by the temporary silt fence.
10. Joint sections shall not be placed at sump locations.

LEGEND

- Tamped backfill
- Slope direction
- Direction of flow



**CITRUS
HEIGHTS
WATER
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TEMPORARY SILT FENCE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

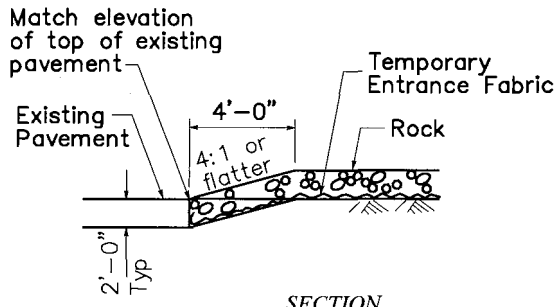
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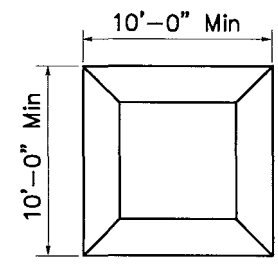
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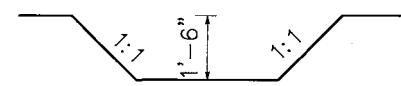
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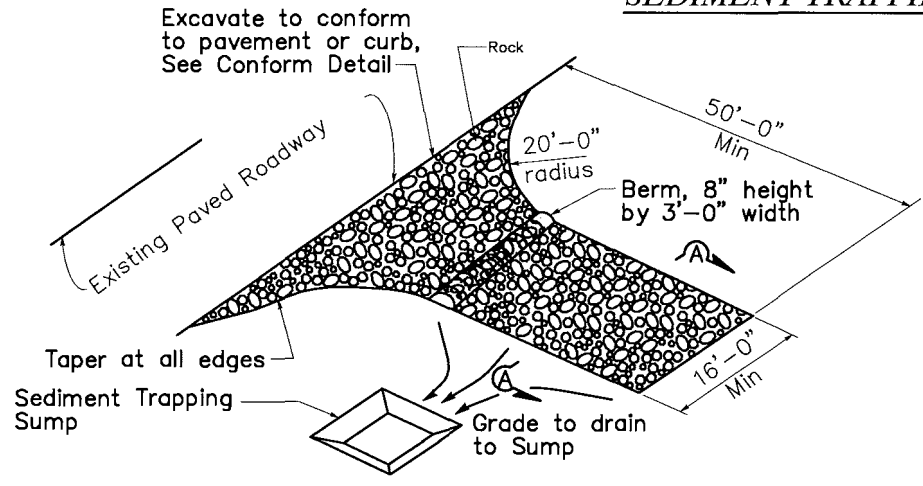
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CONFORM DETAIL



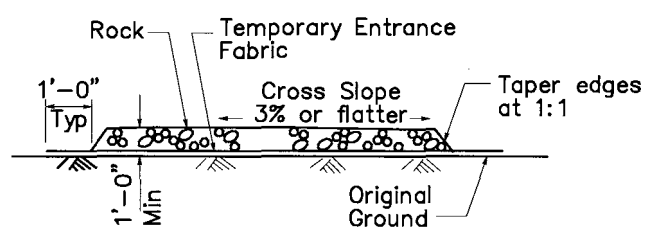
PLAN



ELEVATION
SEDIMENT TRAPPING SUMP



PERSPECTIVE
TEMPORARY CONSTRUCTION ENTRANCE



SECTION A-A

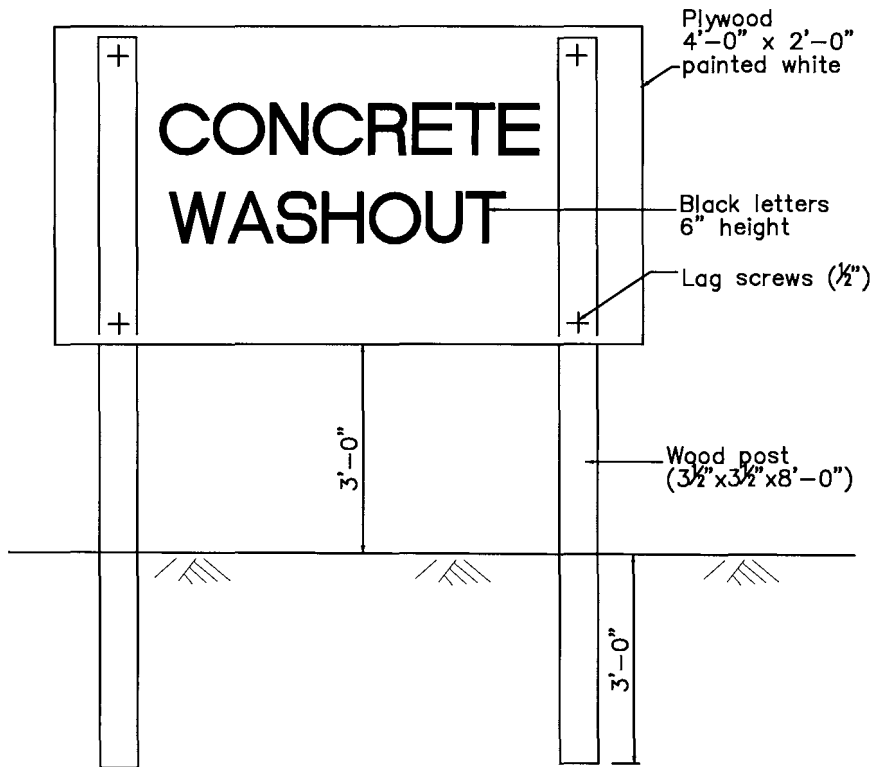


TEMPORARY CONSTRUCTION ENTRANCE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Chumblee* DATE: *5/10/13*
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013
REVISED: NONE
SCALE: N.T.S.
DESIGN: P.A.D.
CAD FILE: SWPPP_120.DWG
PAGE: SWPPP_120



CONCRETE WASHOUT
SIGN DETAIL

NOTES:

1. The concrete washout sign shall be installed within 32'-10" of the portable concrete washout container.



**CITRUS
HEIGHTS
WATER
DISTRICT**

CONCRETE WASHOUT FACILITY-SIGN

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumley

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED: NONE

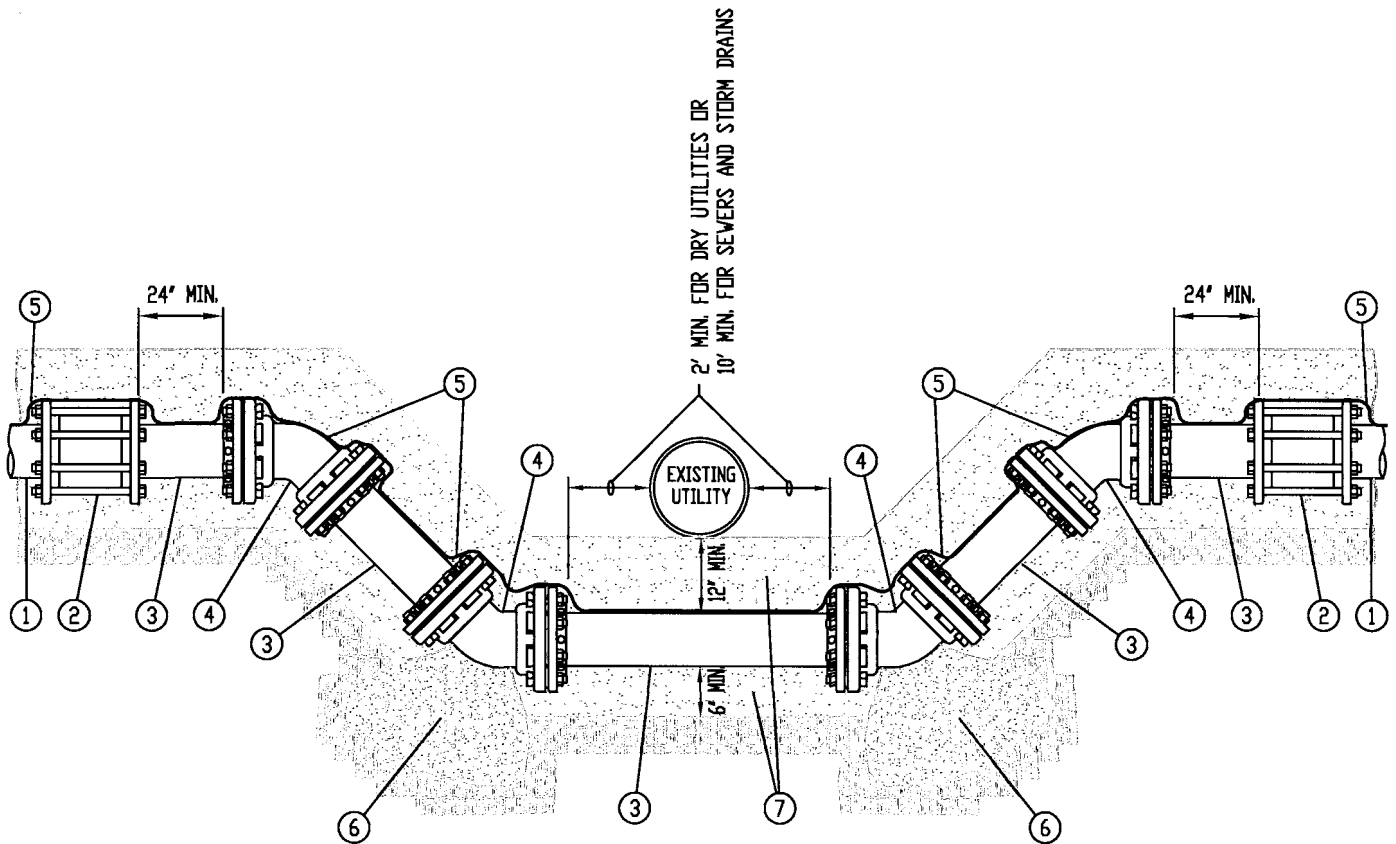
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NOTE:

- BOLT TORQUE ON ALL FITTINGS SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS.

1	EXISTING WATER MAIN	5	#10 INSULATED COPPER LOCATOR WIRE
2	FLEXIBLE COUPLING w/ 12' BARREL	6	CONCRETE THRUST BLOCK - SEE DETAIL TB_001
3	DUCTILE IRON PIPE - PC350, CONTINUOUS SECTION	7	#2 WASHED SAND - COMPACTED TO 90%
4	45° ELBOW - MECHANICAL JOINT W/ MEGA-LUG RESTRAINT GLANDS		



**CITRUS
HEIGHTS
WATER
DISTRICT**

UTILITY CROSSING

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Churchill

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

SCALE: N.T.S.

DESIGN: P.A.D.

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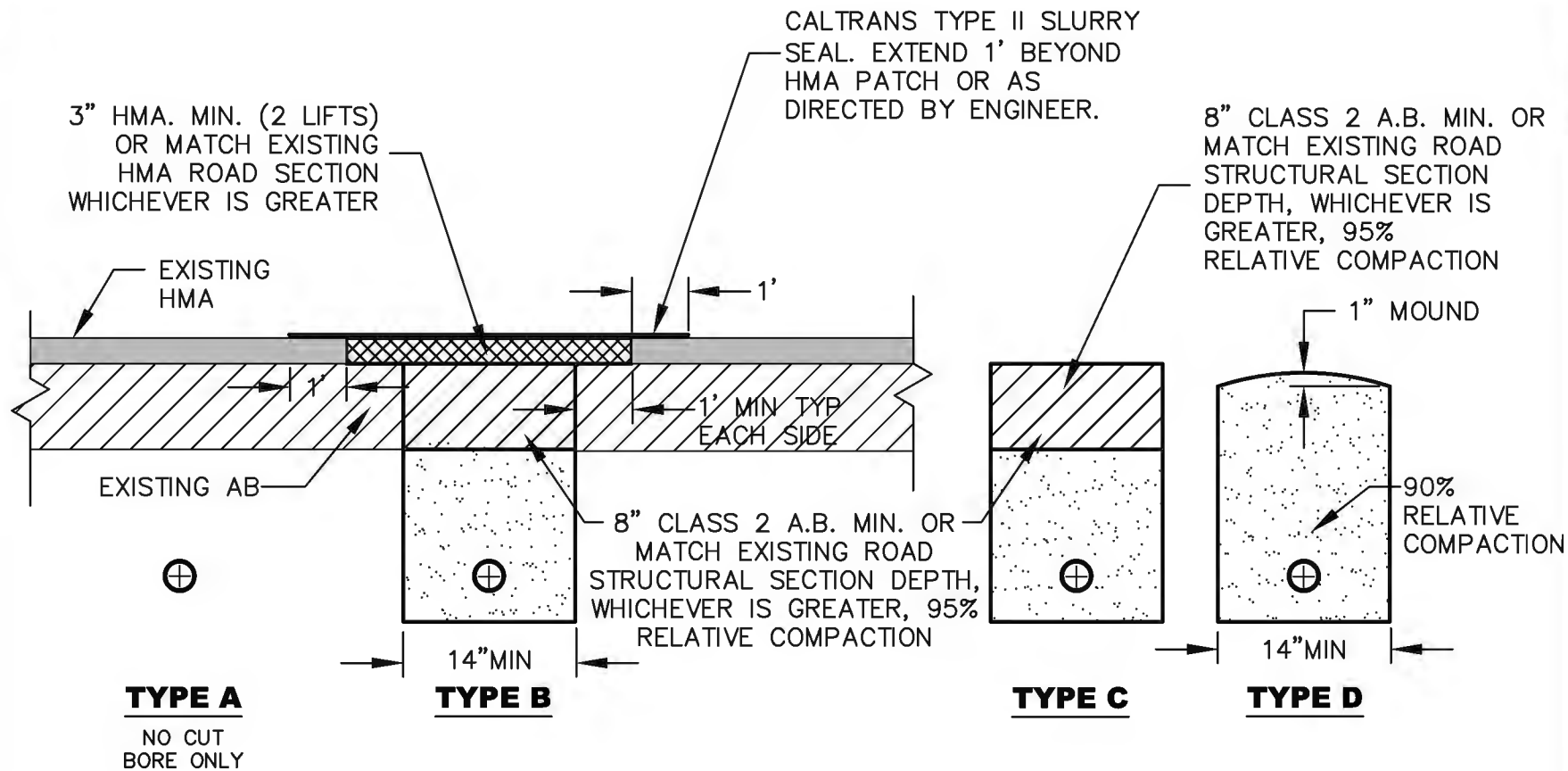
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COUNTY OF PLACER DEPARTMENT OF PUBLIC WORKS & FACILITIES

TRANSVERSE TRENCH RESURFACING SECTIONS



TYPE A: PAVEMENT SURFACES LESS THAN 5 YEARS OLD, SURFACE TREATMENTS LESS THAN 3 YEARS OLD, & MAJOR THOROUGHFARES WITH HIGH QUALITY RIDING SURFACES, BORING OR JACKING ONLY. NO PAVEMENT CUTTING PERMITTED.

TYPE B: PAVEMENT GREATER THAN 5 YEARS OLD

TYPE C: UNSURFACED ROAD SHOULDER OR OTHER AREAS SUBJECT TO TRAFFIC LOADS

TYPE D: OUTSIDE ROADWAY, NOT SUBJECT TO TRAFFIC LOADS

NOTES:

- SEE PLATES 433, 434, 435 AND PLACER COUNTY GENERAL SPECIFICATIONS SECTION 19 FOR APPLICABLE TRENCH, BACKFILL, AND COMPACTION REQUIREMENTS.
- WHERE OPEN-GRADE OR OTHER SPECIALIZED HMA/SURFACE TREATMENT IS PRESENT, RESTORATION REQUIREMENTS WILL BE DETERMINED BY ENGINEER.
- WHERE GEOTEXTILE FABRIC IS PRESENT, RESTORATION REQUIREMENTS WILL BE DETERMINED BY ENGINEER.

REVISED:
APR. 2018
SCALE:
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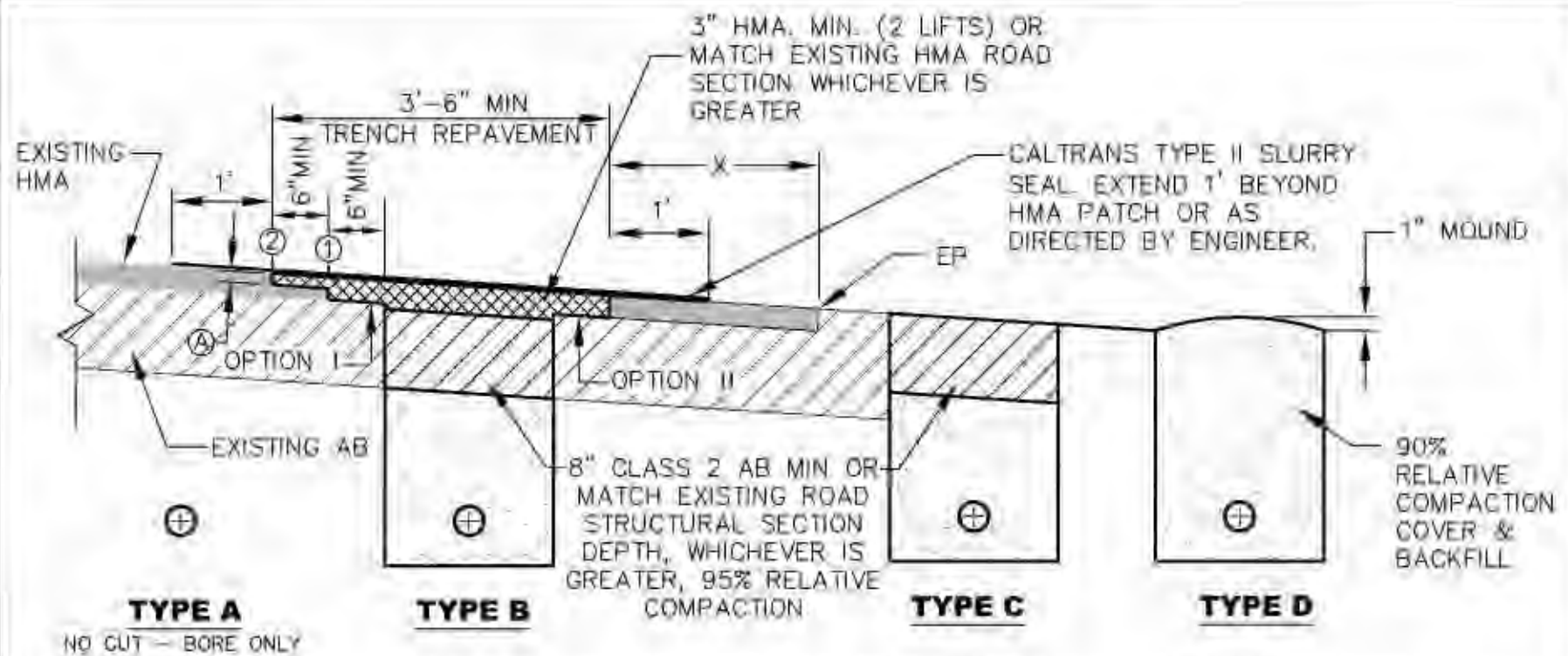


PLATE
431



COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS & FACILITIES

LONGITUDINAL TRENCH RESURFACING SECTIONS



TYPE A: PAVEMENT LESS THAN 5 YRS OLD, SURFACE TREATMENT LESS THAN 3 YRS OLD, AND MAJOR THOROUGHFARES WITH HIGH QUALITY RIDING SURFACES

1. BORING AND JACKING ONLY—NO PAVEMENT CUTTING UNLESS REQUESTED IN WRITING AND APPROVED IN WRITING BY THE DIRECTOR OF DPW.
2. RESTORATION SHALL BE AS DIRECTED BY THE ENGINEER AND MAY INCLUDE:
 - A. COMPLETE ROAD OVERLAY AFTER TRENCHING 0.2 FT MIN. THICKNESS OR AS SPECIFIED ON THE PERMIT.
 - B. COMPLETE ROAD RECONSTRUCTION TO MATCH EXISTING.
3. ANY OTHER RESTORATION MUST BE REQUESTED IN WRITING AND APPROVED IN WRITING BY THE DIRECTOR OF PUBLIC WORKS.

TYPE B: PAVEMENT OLDER THAN 5 YEARS; OR SURFACE TREATMENT OLDER THAN 3 YRS

1. THE ENGINEER SHALL DETERMINE WHICH OPTION (I OR II) APPLIES.
2. IF USING OPTION I: TRENCH RESTORATION TO INCLUDE PLACEMENT OF NEW HMA USING OFFSET JOINT WITH MIN. 6" + 6" LAP EACH SIDE. GRIND DEPTH (A) TO BE 0.2' AT DISCRETION OF COUNTY WHERE EXISTING AC SECTION IS LESS THAN 3". NEW HMA SHALL BE PLACED IN TWO LIFTS. THE FIRST LIFT SHALL BE TO TOP OF OFFSET JOINT AT SAWCUT LINE (1) SECOND LIFT SHALL BE FULL WIDTH OF NEW AC TO GRIND LINE (2). COUNTY MAY REQUIRE PLACEMENT OF GEOTEXTILE FABRIC BETWEEN TWO AC LIFTS WHERE EXTENSIVE SURFACE CRACKS ARE PRESENT OR IF POOR SOIL CONDITIONS EXIST.
3. IF X<3 FT. FOR ALL TRENCHES REPAVE TO E.P.
4. SLURRY SEAL OR OTHER ASPHALT MATERIAL AS DIRECTED BY THE ENGINEER, MINIMUM OF 2 FT. EITHER SIDE OF TRENCH LIMITS, IF X< 5 FT. SEAL TO E.P. A MINIMUM OF ONE FOOT BEYOND THE SAWCUT/GRIND LIMITS AND/OR LIMITS OF DISTURBANCE.
5. DAMAGE TO THE STRUCTURAL SECTION OR THE PAVEMENT SURFACE RESULTING FROM WORK UNDER THIS PERMIT SHALL BE RESTORED BY THE PERMITTEE TO EQUAL OR BETTER CONDITIONS AS DIRECTED BY THE COUNTY. EXTENSIVE DAMAGE MAY REQUIRE RESTORATION VIA CREATION OF A NEW STRUCTURAL SECTION.
6. IF OPEN GRADE OR OTHER SPECIALIZED HMA/SURFACE TREATMENT IS PRESENT, RESTORATION REQUIREMENTS WILL BE DETERMINED BY ENGINEER.
7. PAVEMENT REPAIR JOINTS SHALL BE LOCATED OUTSIDE OF VEHICLE WHEEL PATH.
8. WHERE GEOTEXTILE FABRIC IS PRESENT, RESTORATION REQUIREMENTS WILL BE DETERMINED BY ENGINEER.
9. SEE PLATES 433-435 AND PLACER COUNTY GENERAL SPECS SECTION 19 FOR TRENCH, BACKFILL, AND COMPACTION REQUIREMENTS.

TYPE C: UNSURFACED ROAD SHOULDER OR OTHER AREAS SUBJECT TO TRAFFIC LOADS

TYPE D: OUTSIDE ROADWAY PRISM, NOT SUBJECT TO TRAFFIC

COUNTY OF PLACER

REVISED:
APR. 2018
SCALE:
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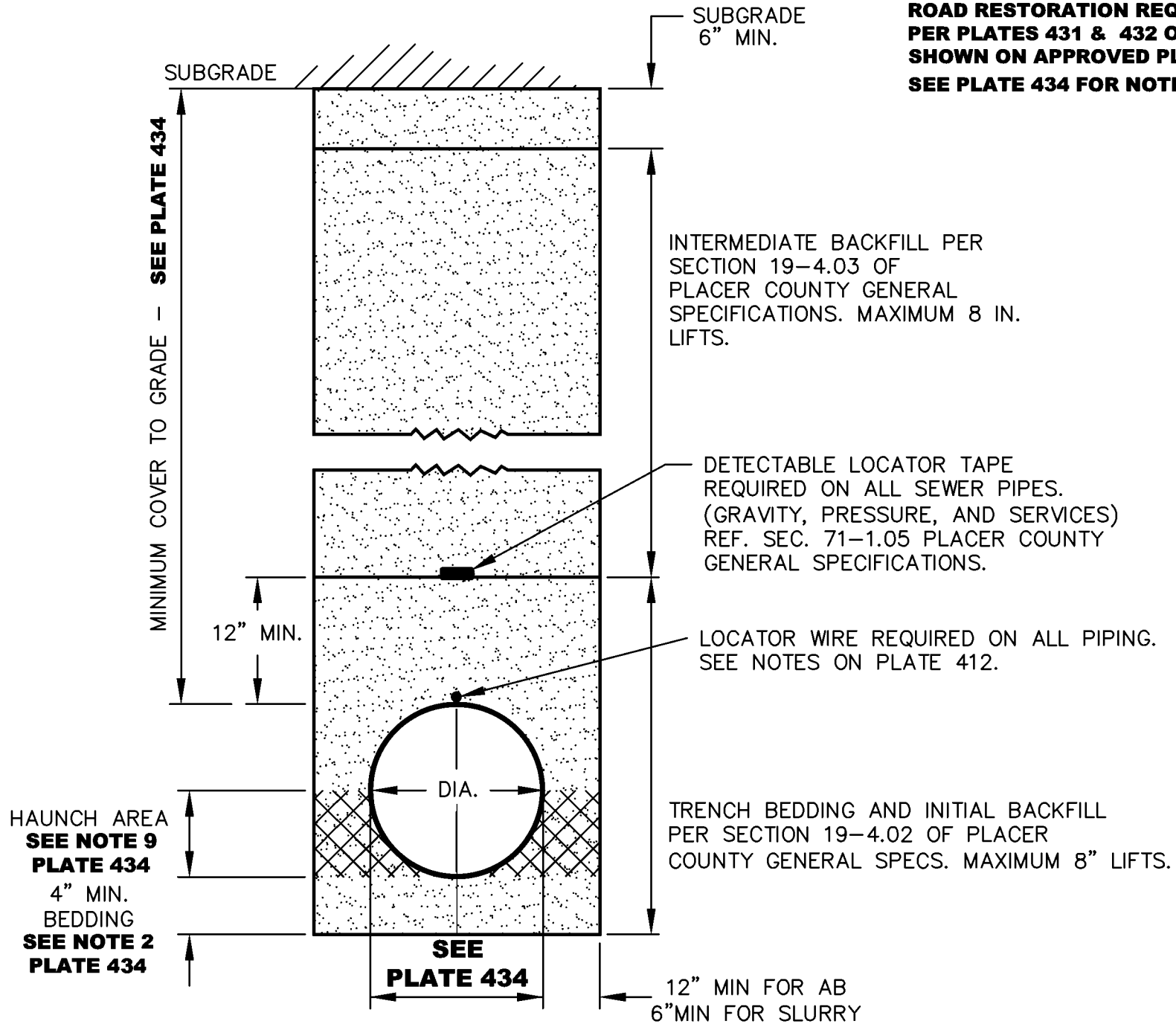
PLATE
432



COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS & FACILITIES

TRENCH EXCAVATION AND BACKFILL

**ROAD RESTORATION REQUIREMENTS
PER PLATES 431 & 432 OR AS
SHOWN ON APPROVED PLANS.
SEE PLATE 434 FOR NOTES.**



DATE:
APR. 2016
SCALE:
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PLATE
433



DEPARTMENT OF PUBLIC WORKS & FACILITIES

COUNTY OF PLACER

TRENCH EXCAVATION AND BACKFILL - NOTES

NOTES:

1. UNLESS OTHERWISE APPROVED, MINIMUM COVERAGE FROM TOP OF PIPE TO FINISH GRADE SHALL BE AS FOLLOWS:

SEWER	36 IN.
WATER	30 IN.
CULVERTS	18 IN.
STORM DRAINS	18 IN.
OTHER UTILITIES	30 IN.

2. IN WET OR ROCKY MATERIAL, THE DEPTH OF TRENCH BEDDING SHALL BE INCREASED TO THE LARGER OF EITHER 6 IN. OR 1/4 DIA.

3. FOR CULVERTS/STORM DRAINS, THE MINIMUM DISTANCE BETWEEN THE SIDE OF THE TRENCH AND THE SIDE OF THE PIPE SHALL BE 12 IN.

4. MINIMUM COMPACTION REQUIREMENTS (SEE SECTION 19-4.04 OF THE PLACER COUNTY GENERAL SPECIFICATIONS).
 - A. WITHIN ROADWAY PRISM-

BEDDING/INITIAL BACKFILL	
SUBGRADE	95%
INTERMEDIATE BACKFILL	92%

 - B. OUTSIDE ROADWAY PRISM-

BEDDING/INITIAL BACKFILL	90%
INTERMEDIATE BACKFILL	90%

5. IN AREAS WITH MINIMUM COVER, INTERMEDIATE BACKFILL SHALL BE CLASS 2 AGGREGATE BASE.

6. IN AREAS OF NATURAL VEGETATION OR LANDSCAPING, REMOVE TOP 12 IN. OF MATERIAL, STOCKPILE & REPLACE IN A MOUND PER PLATE 431, TYPE D AND PLATE 432, TYPE D.

7. ALL LANDSCAPING CONDUITS WITHIN THE ROADWAY PRISM AND/OR TRAFFIC AREAS MUST HAVE MINIMUM OF 30 INCHES COVER. MINIMUM COVER WITHIN COUNTY R/W BUT OUTSIDE THE ROADWAY AND TRAFFIC AREAS SHALL BE AS FOLLOWS:

LOW VOLTAGE ELECTRICAL CONDUITS	24 IN. MIN
PRESSURIZED WATERLINES	24 IN. MIN
NONPRESSURIZED (DISCHARGED) LATERALS	12 IN. MIN

8. COMPACTION TESTING WITHIN THE PIPE ZONE (BOTTOM OF TRENCH TO 12 IN. ABOVE CONDUIT(S)) SHALL BE PERFORMED BY TESTING LAB AS APPROVED BY THE COUNTY OR DONE BY THE COUNTY AND REIMBURSED BY THE APPLICABLE DEVELOPER OR UTILITY COMPANY.

9. SHOVEL SLICE BEDDING MATERIAL UNIFORMLY UNDER PIPE IN HAUNCH AREA. SHOVEL SLICING SHALL BE COMPLETED BEFORE THE BEDDING IS BROUGHT UP TO THE PIPE SPRINGLINE AND PREFERABLY WHEN IT IS NO HIGHER THAN THE QUARTER POINT OF THE PIPE.

DATE:
APR. 2016

SCALE:
NOT TO SCALE



PLATE
434

**SECTION 01200
PROJECT PLANS**

WHYTE AVENUE AND LANGLEY AVENUE WATER MAIN PROJECT
C19-105

The following Project Plans pertain to Citrus Heights Water District's Whyte Avenue and Langley Avenue Water Main Project C19-105:

Sheets 1 to 12 Project Plans are 22" x 34" and shall be purchased as
a portion of the Bid Package

**SECTION 01300
ENCROACHMENT PERMIT DOCUMENTS**

**WHYTE AVENUE AND LANGLEY AVENUE WATER MAIN PROJECT
C19-105**

The following Encroachment Permit Documents pertain to Citrus Heights Water District's Whyte Avenue and Langley Avenue Water Main Project C19-105:

Placer County Encroachment Permit

Encroachment Permit	(1 Page)
Conditions of Encroachment	(1 Page)
General Provisions	(1 Page)
Additional General Provisions	(6 Pages)



PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS

Utility Encroachment Permit

Auburn Office: 3091 County Center Drive, Suite 220 (530) 745-3000
 Auburn Road Department: (530) 889-7565
 Tahoe City Office: 775 North Lake Blvd (530) 581-6227

APN: 000-000-000
 Site Address:
 Location: Whyte Ave.
 Job Description: Replace water main on Whyte Ave. and Langley Ave.

Permit: ENCR20-00128
 Application Date: Tuesday, 14 April, 2020
 Encroachment Description: Improvement Plan
 Associated Permits: ESD20-00073

Owner Information:
 Citrus Heights Water District
 6230 Sylvan Road
 P.O. Box 286
 Citrus Heights, Ca 95610
 916-735-7723

Applicant Information:
 ANTHONY TASSANO
 Warren Consulting Engineers
 1117 Windfield Way, Suite 110
 El Dorado Hills, Ca 95762
 (916) 985-1870

Permit Fees

Fee	Receipt #	Fee Note	Payment
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Comments:

DECLARATIONS:

The County of Placer, State of California, having received an application therefore, hereby authorizes and grants revocable license to the owner/applicant of this permit to do the work, construction and/or otherwise encroach upon the right of way of County Roadway(s), as described above, in accordance with the Placer County Code Chapter 12 and the attached General Provisions of Encroachment. In the event the future improvements of the highway necessitates the relocation of such encroachment the permittee will relocate the same at his/her sole expense.

This permit shall be void unless the work herein contemplated shall have been completed before the expiration date. Permit approved subject to payment of fees and CONDITION OF WORK and is revocable at any time.

PERMIT SHALL BE PRESENT AT JOB SITE.

APPLICATION FOR ENCROACHMENT

I hereby apply for a permit to encroach on Placer County Right of Way and hereby agree to adhere to all Provisions of Encroachment stated in the General Provisions of Encroachment, all County Codes and Ordinances, Street and Highway Codes, Vehicle Codes and all special conditions placed on this permit if granted.

Applicant Signature: Paul Jistruck Date: 4/30/2020

Approved: _____ Issued: _____ Expires: 10/15/2022

Conditions of Encroachment

- All County Codes and Ordinances, Street and Highways Codes and Vehicle Codes to be adhered to.
- Call 48 Hr before construction:(530)889-7565-Auburn, (530)745-7558-Construction, (530)581-6227-Tahoe
- No stockpiling or storage of equipment or materials on County roads.
- The permit may be revoked by the County anytime, in its sole discretion with or without cause.
- Traffic control per Caltrans Specifications and California MUTCD.
- Trench work to conform to Placer County General Specs. Section 19 and Plates 431,432,434
- Work to conform to General Provisions of Encroachment (included).
- Work to conform to Placer County General Specifications.
- Work to conform to approved Plans and Specifications.

GENERAL PROVISIONS ENCROACHMENT PERMIT

1. **DEFINITIONS:** Encroachment Permits are issued under Chapter 12 of the County Code. Permits may be referred to as "permit," "encroachment permit," or "utility encroachment permit." The Department of Public Works is herein called "Department." Except as otherwise provided for public agencies and franchise holders, Encroachment Permits shall be revocable as hereinafter provided.

2. **REVOCAION:** Terms and conditions for any Encroachment Permit issued are revocable, subject to modification, or abrogation at any time. However, to prior rights, including those evidenced by joint use agreement, franchise rights, or reserved right for operating purposes in a grant of highway easement are not so subjected to revocation.

3. **NO PRECEDENT ESTABLISHED:** Permits are issued with the understanding that any particular action is not to be considered as establishing precedent (1) in the question of expediency of permitting any certain kind of encroachment to be erected within right-of-ways, or (2) as to any utility, of the acceptability of such permits as to any other or future situation.

4. **NOTICE PRIOR TO STARTING WORK:** The Permittee shall notify the Department forty-eight (48) hours in advance of the day the work is to begin.

5. **PERMIT AT THE WORK:** A copy of the Permit shall be kept at the site of the work and shown to any representative of the Department or any law enforcement officer on demand.

6. **PERMITS FROM OTHER AGENCIES:** The party to whom a permit is issued shall, whenever required by law, secure the written order or consent to work from the Public Utilities Commission of the State of California or any other public agency having jurisdiction.

7. **LOCATION PLAN:** For installation of any facility, the Permittee shall furnish a plan showing location and details with his application. Upon completion of the work, the Permittee shall furnish a set of "As Built Plans" where substantial variation has been made.

8. **FUTURE MOVING OF INSTALLATION:** It is agreed that whenever construction, reconstruction, or maintenance work on the highway may require, the installation shall, upon request of the Department, be immediately moved or modified by and at the sole expense of the Permittee, except as otherwise provided by law, or by any applicable permit provisions.

9. **BONDING:** A Faithful Performance Bond or acceptable sureties shall be furnished to the Department in the amount established by the Department to insure the work being done in conformance with the Permit.

10. **COUNTY INSPECTION AND INSPECTION FEE:** The County will inspect all work within right-of-ways. Inspection on underground facilities will begin one (1) foot above the facilities. An Inspection Fee is to be paid in accordance with the provisions of Sec. 12.04 of the County Code.

11. **STANDARDS OF CONSTRUCTION:** All work performed within the County Highway shall conform to the County Land Development Manual and subject to inspection and approval by the Department.

12. **PROTECTION OF TRAFFIC:** Adequate provisions shall be made for the protection of the traveling public. The warning signs, lights and other safety, shall conform to and follow the requirements of Section 21401 of the Vehicle Code and of any sign manual issued by the Department. Convenient access to driveways, houses and buildings shall be maintained. Nothing in the permit is intended as to third parties.

13. **MINIMUM INTERFERENCE WITH TRAFFIC.** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. Permittee is authorized to place flagmen to stop and warn traffic for necessary protection to public safety, but traffic shall not be unreasonably delayed.

The Highway shall not be closed or traffic lanes blocked unless specifically authorized by the permit or without first obtaining permission from the Department. When permission is obtained, the applicant shall notify Highway Patrol, Sheriff's Department, and Fire Department prior to closing the road.

14. **STORAGE OF MATERIAL:** Construction material shall not be stored, nor equipment parked, within four (4) feet from the edge of pavement or traveled way. Permittee may, however, stop, stand or park subject to the provisions of Section 25301 of the Vehicle Code, essential construction or maintenance vehicles or equipment

at the edge of pavement or in the traveled way, while permittee's employees are in attendance when necessary to install or maintain its facilities.

15. **CROSSING ROADWAY:** Pavement or roadway shall not be cut unless specifically authorized by the permit. Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Service pipes will not be permitted inside of culverts used as drainage structures.

16. **LIMIT OF EXCAVATION:** Excavation shall not be made closer than four (4) feet from the edge of the pavement except as may be specifically authorized by the permit.

17. **TUNNELING:** Tunneling is not permitted, except in major installations as may be specifically authorized by the permit.

18. **TREES:** Trees located within the right-of-way shall not be removed, trimmed or roots disturbed unless specifically authorized on this permit (Ref. Sec. 12.04 County Code)

19. **LOCATION ON POLE LINES, ETC.:** Pole lines shall be located as shown on the plan.

20. **PUBLIC UTILITIES COMMISSION ORDERS:** All clearances and type of construction shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California.

21. **REMOVE OLD POLES, GUYS AND STUBS:** When removing poles, guys and stubs, the entire length shall be removed from the ground and the holes backfilled and thoroughly tamped.

22. **CLEAN UP RIGHT-OF-WAY:** Upon completion of the work, the right-of-way shall be left in as presentable a condition as existed before the work started.

23. **LIABILITY FOR DAMAGES:** The permittee is responsible for all liability imposed by law for personal injury or property damage which may arise out of work performed by permittee or which may arise out of failure on the permittee's part to perform obligations under any permit in the respect to maintenance. In the event any claim of such liability is made against the County of Placer, or any Department, Officer, or Employee thereof, permittee shall defend, indemnify and hold them, and each of them harmless from such claim. Nothing herein is intended to impose on permittee any different or higher standard of care than that required by law.

24. **MAKING REPAIRS:** In every case, the permittee shall be responsible for restoring to its former condition any portion of the highway which has been excavated or otherwise disturbed, except where the Department elects to make repairs to paving and except where provision to the contrary is made in the permit. If the highway is not restored as herein provided, or if the Department elects to make repairs, permittee agrees by acceptance of the permit to bear the cost thereof.

25. **GUARANTEE OF WORK:** The permittee shall maintain the surface over facilities for a period of five years after completion of work under the permit.

26. **MAINTENANCE:** The permittee agrees, to exercise reasonable care to maintain properly any installation placed in the right-of-way and to exercise reasonable care in inspecting and preventing injury in any portion of the highway resulting from the work.

27. **ROUTINE OR EMERGENCY MAINTENANCE OF PERMITTEE'S FACILITIES:** The Permittee is hereby given permission to enter upon the right-of-way to perform routine or emergency maintenance on permittee's facilities, subject to the following terms, conditions, and limitations: Tree trimming for overhead utilities shall be considered routine maintenance.

Permittee, before proceeding with Maintenance involving excavation within the traveled way or other work interfering with the Public Traffic, shall notify the Highway Superintendent prior to starting the work. In emergencies, the Superintendent shall be notified as soon as possible.

Permittee is authorized to make routine inspection and repairs from the manhole without notification.

28. **SERVICE CONNECTIONS:** These terms and conditions do not authorize installation of gas or water service connections within County highway right-of-way, regardless of location of main. All new pipe services, main extensions or excavations to abandon services must be covered by individual applications.

I. General Encroachment Permit Specifications:

- A. Note the General Provisions incorporated as a part of this permit by reference. Attention is directed to items 2, 5, and 8. All work within County right-of-way shall conform to all provisions of encroachment stated in the permit specifications and general provisions of encroachment.
- B. COUNTY, DEPARTMENT, or ENGINEER, as used in this permit refers to the Department of Public Works (DPW), the Director of the Department of Public Works, or an authorized agent appointed by the Director.
- C. All construction materials and methods shall conform to the requirements of County of Placer General Specifications dated April 2018. All references to State of California, Department of Transportation Standard Specifications shall refer to the 2010 edition of the Standard Specifications. Attention is also directed to the Standard Plates and the current edition of the Caltrans Standard Plans, which, when applicable, are included in these drawings and/or referenced by Plate or Standard Plan number. Contractor is responsible to have available a current set of Placer County General Specifications with Plates, Caltrans Standard Specifications, and Caltrans Standard Plans.
- D. The Contractor is hereby notified that prior to commencing construction, Contractor is responsible for contacting all utility companies for verification of the locations of all underground facilities where such facilities may possibly conflict with the placement of the improvements shown on these plans. Call "Underground Service Alert" at 811 or 800-227-2600, at least two (2) days minimum, but not more than fourteen (14) days maximum, before any excavation is started.
- E. A registered civil engineer or licensed land surveyor shall do any field staking necessary at the request of the COUNTY in accordance with Section 5-1.07 of the Placer County General Specifications.
- F. Contractor is responsible for the preservation and protection of all existing survey and property corner monuments that exist at the time of construction in the area where construction activities occur. Monuments disturbed or lost due to construction activities shall be replaced, in kind, by a California Licensed Land Surveyor at the Contractor's expense. The Land Surveyor will be required to file either a Corner Record or a Record of Survey with the COUNTY for all disturbed or lost monuments as necessary to meet the requirements of the California Land Surveyors Act, Section 8771(b & c).
- G. Contractor shall maintain adequate dust control per Section 14-9.03, Caltrans Standard Specifications.
- H. Any conflict resolution in the field shall be approved by the COUNTY prior to construction or implementation of said resolution.
- I. A County approved set of plans for this encroachment permit shall be kept at the site of the work and used by the Contractor as reference for construction. This set shall be shown to any representative of the COUNTY or any other enforcing agency upon demand.
- J. Adjacent public streets shall be kept clear of "tracked dirt." Daily street sweeping may be required when deemed necessary, or if requested by the COUNTY.
- K. All driveways shall be accessible at all times. Trenches shall be backfilled and compacted, or plated where trench plates have been permitted, immediately following excavation across a driveway.
- L. The COUNTY may require the Contractor to uncover any improvements in the public right-of-way that have been completed without proper County inspection and/or approval. If the installation is found not to meet COUNTY standards or previously approved alternatives shown on the plans, the Contractor may be required to remove and replace such improvements at Contractor's sole expense.
- M. For all work within close proximity of natural resources, such as wetlands, riparian vegetation, other sensitive habitats, or trees to be protected, construction fencing shall be provided to prevent encroachment into the habitat to be preserved. These shall be shown on all plans submitted for approval by the COUNTY.

- N. Before construction begins, a tree permit may need to be obtained from the Placer County Planning Services Division for protected trees impacted by the project.
- O. All current Federal, State, and local codes regarding safety and safe work practices shall be adhered to.
- P. Applicant shall secure/confirm appropriate easements/rights-of-entry as needed for proposed work or for any work falling outside of the right-of-way or appropriate easements.
- Q. All trenches shall be backfilled and compacted daily unless the COUNTY approves the use of trench plates in advance. The extent and duration of trench plate use shall be strictly adhered to. Where trench plates are not approved, daily backfill and compaction shall include placement of compacted Class 2 aggregate base (AB) or compactable slurry from the intermediate backfill up to a minimum of AB final grade, and resurfaced with either temporary hot mix asphalt concrete (HMA) compacted by a steel drum roller or with the final Hot Mix Asphalt (HMA) resurfacing. Temporary HMA shall be uniform in depth and a minimum of 2 inches thick. All temporary paving shall be maintained and repaired to the lines and grades of the adjacent road surface until final restoration is complete.
- R. Contractor may use steel trench plates in paved areas of Placer County right-of-way in lieu of daily backfill and patch operations only as approved in advance by the COUNTY, subject to the following conditions:
- a) Plates shall be traffic-rated for appropriate loads, pinned, and the edges transitioned with cut-back or temporary HMA. Plates shall be skid-resistant and shored where necessary for large trenches.
 - b) Plates shall be checked each day at the close of business to ensure movement has not occurred. Plates that have moved shall be reset, pinned, and new edge transitions placed.
 - c) Plates shall not be permitted for use over any weekend or any holiday period.
 - d) Plates will not be permitted for use for elevations 3,500 feet and higher between the period of October 15th and May 1st.
 - e) For elevations 3,500 feet or higher, plates will not be permitted if a snow event is forecasted before October 15th or after May 1st.
 - f) COUNTY reserves the right to revoke the use of trench plates where Contractor is found to not comply with these trench plate provisions.
- R. Once construction has begun within Placer County right-of-way, the Contractor is required to complete, to the extent the plans and conditions of encroachment state, all necessary work to restore the road, pavement, right-of-way, sidewalks, curb and gutter, existing facilities, shoulders, and drainage ditches to the satisfaction of the COUNTY.
- S. Contractor shall sawcut, or grind to a depth of at least 0.20-foot, a neat straight line of all existing AC surfaces a minimum of one foot beyond the limits of excavation and/or beyond any damaged AC. Sawcuts/grinds shall parallel and perpendicular to the traveled way, to the extent possible, and shall be uniformly linear and non-meandering. Sawcuts/grinds shall be outside the vehicle wheel paths. The exposed edges shall be sealed with emulsion prior to paving. The exposed base material shall be graded, recompact and resealed prior to paving. Sawcuts and/or grinds shall be parallel and perpendicular to the traveled way, to the extent possible, or as shown on the approved encroachment plans.
- T. The Contractor shall remove all road markings, pavement markers, and other delineation that are in conflict with the delineation shown on the plans or as directed by the COUNTY. The Contractor shall layout all pavement markings for approval by the COUNTY. After approval, the Contractor shall apply all painted markings and thermoplastic pavement markings to the satisfaction of the County.
- U. The Contractor must provide temporary traffic striping if existing delineation is destroyed during trenching or other work. Painted markings or striping tape may be used. The temporary striping must be approved for material and layout by the COUNTY before trenching or other work is started. The Contractor shall sandblast for removal all temporary painted markings as necessary.
- V. Prior to any construction activity occurring within 200 feet of a traffic signal, advanced signal loops, or signal interconnects, the Contractor shall contact the DPW Road Maintenance Division at 530-745-7565 a minimum of 48 hours before beginning work, and request from DPW marking of the underground signal facilities on the pavement. This shall be in addition to any required USA utility locate needed. Any underground signal facilities

lost or damaged by the Contractor shall be replaced or repaired by the Contractor as directed by the COUNTY.

- W. The Contractor shall take all necessary and proper precautions to protect adjacent properties from any and all damage that may result from any and all work under this permit.
- X. Work in public roads and streets, once started, shall be performed to completion without delay so as to provide minimum inconvenience to utility customers, adjacent property owners and to the traveling public. The construction of utility improvements shall allow for the perpetuation of all existing accesses.
- Y. The Contractor shall provide all necessary horizontal and vertical transitions between new construction and existing surfaces to provide for proper drainage and ingress/egress to said construction. The extent of transition is to be determined by the ENGINEER.

II. Restoration Specifications:

- A. Trenching shall conform to the appropriate Placer County backfill and restoration standards, namely Plates 431, 432, 433, and 434.
- B. Trench restoration shall consist of new Hot Mix Asphalt concrete (HMA) 3 inches minimum or match existing, whichever is greater, over new Class 2 aggregate base (AB) 8 inches minimum or match existing, whichever is greater, or over compactable concrete of approved mix design.
- C. In areas outside the trench that are to be repaved and/or restored, the existing base shall be reworked and recompact to 95% prior to repaving. The new pavement shall match the existing pavement, unless otherwise directed by the COUNTY.
- D. All areas of disturbed pavement shall be slurry sealed with Caltrans Type II slurry following road restoration, a minimum of one foot beyond the sawcut/grind limits and/or limits of disturbance.
- E. For Slurry Seal In-Lieu Program Projects, all pavement joints shall be sealed with a polymer-based crack sealant prior to COUNTY acceptance of the encroachment permit improvements as complete.
- F. Damage to the structural section or the pavement surface resulting from work under this permit shall be restored by the Permittee to equal or better conditions as directed by the COUNTY. Extensive damage may require restoration via creation of a new structural section.
- G. Unless otherwise approved by the COUNTY, all weather coating and pavement repair work will be completed within 30 days of completion of construction.
- H. All roadway restoration shall be completed as shown by the conditions of this permit, the project plans, or to match the existing conditions. The most stringent requirements shall govern.
- I. If an underdrain system is encountered during trenching, it shall be immediately reported to the COUNTY and shall be repaired or replaced to existing or better conditions and to the satisfaction of the COUNTY.
- J. All culverts shall be inspected prior to any work in that area, and damaged culverts shall be reported to the COUNTY. If an unknown or unmarked culvert is encountered during trenching, it shall be immediately reported to the COUNTY and shall be repaired or replaced to existing or better condition and to the satisfaction of the COUNTY.
- K. Where groundwater is encountered, all work in that area shall cease until a plan is submitted and approved that will prevent current and future damage to the roadway from the trenching operations.
- L. All disturbed soils shall be recompact to not less than 90% relative compaction. Baserock, structural backfill and trench backfill shall be recompact to not less than 95% relative compaction.
- M. All roadside ditches and shoulders impacted under this permit shall be restored to original grades and conditions to the satisfaction of the COUNTY. Trenching that crosses or runs along a roadside drainage ditch may need to be

asphalt lined following restoration to assure functional integrity of the ditch. Other options for trench stabilization may be suitable at the discretion of the COUNTY.

- N. Any rock apron shoulder protection or rock outfall erosion protection disturbed by construction shall be replaced or repaired to the original condition or better as determined by the COUNTY.
- O. Any driveways damaged during construction (dirt or paved) shall be repaired to the original condition or better as determined by the COUNTY.
- P. All curb, gutter, and sidewalk impacted under this permit shall be restored to original grades and conditions to the satisfaction of the COUNTY. When cutting through sidewalk and/or curb and gutter, replacement of a full panel of sidewalk and/or curb and gutter may be required from score line to score line, or nearest expansion joint. Any new placement of sidewalk, or repair of existing sidewalk, is subject to compliance with State and Federal accessibility and ADA standards.

III. Utility Specifications:

- A. When crossing under or over existing County drainage culverts the installation shall provide a minimum of 12 inches of vertical clearance.
- B. If the cover depth is found to be less than the standard 30 inches, the County is not responsible for any damage to the new installation due to subgrade failure, future encroachments, or from any type of maintenance work whether by the COUNTY or its Permittees. Repair to the utility from possible said damage shall be performed by the Permittee at their sole expense.
- C. Potholing within County right-of-way shall not be done without 48 hours notice to the COUNTY and upon issuance of a respective encroachment permit. The COUNTY reserves the right to require a list of approximate locations where potholing may occur for review and approval prior to potholing.
- D. Only the approximate locations of the existing sanitary sewer and other utilities have been shown. The Contractor shall verify exact locations in field and immediately notify the COUNTY if said location(s) is significantly different from that shown on the approved encroachment plans.

IV. Traffic Specifications:

- A. **This Encroachment Permit does authorize road closures.** Road closures are only allowed on School St., Secord Alley, 5th Ave., a portion of Stockton St., and Park Ave. as shown on the approved improvement plans, ESD20-00047. If additional closures are required for construction, such as in areas where deep cuts are to be made, the Permittee shall request a road closure, in writing, to the Director of the Placer County Department of Public Works. All County roads can only be closed with advanced written approval from the Director. A detour plan must be submitted with all road closure requests.
- B. Special advisory signs shall be posted by the Contractor prior to construction as approved by the COUNTY alerting motorists of possible delays during specific dates and times due to construction. It is the responsibility of the Permittee to contact the Placer County Office of Emergency Services (530-886-5300) to advise them of any detours and possible delays at or near the construction site due to construction activity. It is the responsibility of the Permittee to contact the local school districts and advise them of the same. **At all times, emergency vehicles must have access through the construction area and be able to by-pass delays and detours. Plating and/or equipment shall always be available to accommodate emergency access.**
- C. Excessive traffic delays shall not be permitted unless an approved detour for traffic is provided. All delays due to blasting or other reasons must be approved by the COUNTY prior to scheduling.
- D. Contractor must immediately reinstall any traffic signs removed in the course of construction. Any signs lost or damaged by Contractor shall be repaired or replaced by the Contractor as directed by COUNTY.
- E. Prior to any activity occurring within the right-of-way, the Contractor shall install W20-1 signs in accordance with Part 6 of the California MUTCD. The signs shall be professionally made, metal, reflectorized, and placed on wooden posts for the duration of the project. The minimum size shall be 36 inches. The signs shall be replaced or

repaired if stolen or damaged. The placement, type, and location of the traffic control devices shall be reviewed and approved by the County Inspector. The Inspector shall direct the installation or changes to signs, striping, cones, barricades, etc. during the course of construction for traffic safety.

- F. Public safety and traffic control shall conform to General Provision #13 and/or the approved "Traffic Control Plan," as directed by the COUNTY. Safe vehicular and pedestrian access shall be provided at all times during construction.

V. *Blasting Specifications:*

- A. In the event of blasting, a plan shall be submitted to the COUNTY for approval not less than 10 days prior to the scheduled blasting.
- B. A blasting permit must be obtained from the Placer County Sheriff's Department for all blasting to be done in Placer County. Additionally, the COUNTY must be notified and give approval for all blasting done within COUNTY right-of-way. If utility companies are in the vicinity where blasting is to occur, the appropriate utility companies must be notified to determine possible damage prevention measures.
- C. If blasting is required, the blasting schedule shall be approved by the COUNTY and any other utility companies with facilities in the area prior to the commencement of work.

VI. *Construction Material Specifications:*

- A. Permanent traffic signs shall conform to the California MUTCD traffic sign standards for "standard" size, character dimensions and letter stroke width. All stop signs shall be 30 inches minimum size of high intensity grade sheeting.
- B. Hot Mix Asphalt (HMA) shall conform to Section 39 of the Placer County General Specifications and the following: For areas below 1000 feet elevation; Type A, 1/2-inch maximum, with PG 64-10: For areas between 1000 feet and 3500 feet elevation; Type A, 1/2-inch maximum, with PG 64-16: For areas above 3500 feet elevation, Type A, 1/2-inch maximum, with PBA 6B or PG 64-28. If existing pavement is RHMA-G or OGFC, paving repairs shall be installed with those materials. Unless otherwise requested by the Contractor and approved by the COUNTY, HMA shall be placed in accordance with section 39-3 "Method Construction Process" of the Caltrans Standard Specifications. All HMA placed, whether new roadway or overlay, shall be matched to grade with an aggregate base shoulder. This shoulder backing shall be a minimum of 1 foot wide or match the project plans, whichever is greater.
- C. The upper 8 inches of aggregate base shall be Class 2, 3/4-inch maximum grading. Where the base thickness exceeds 6 inches, the depth below 6 inches may be Class 2, 1 1/2-inch maximum grading. Aggregate base shall conform to Section 26 of the County General Specifications.
- D. After stripping the debris, any existing loose fill, unsuitable soil, silty sand deposits, or disturbed natural soils shall be excavated and properly disposed of to the satisfaction of the COUNTY.
- E. Any spoils that are to be disposed of in Placer County that are in excess of 250 cubic yards (3 cubic yards in Tahoe Basin) will require a Grading Permit, in accordance with the Placer County Grading, Erosion, and Sediment Control Ordinance, from the owner of the property on which the spoils will be deposited. Spoils shall not impede or disturb any drainage or other sensitive areas. A grading plan must be prepared showing the placement and proper compaction of the spoils and giving details of topography and other features of the property for both pre- and post-project conditions. Any other required permits must be obtained before the Grading Permit can be issued.
- F. The Department of Public Works (DPW) shall have first right of refusal for asphalt grindings and/or reusable road base material that is removed from existing public roadways as part of a private development. Contractor shall notify DPW Road Maintenance Division at (530) 745-7565 at least 24 hours prior to beginning work within the public roadway to determine if DPW intends to retain asphalt grindings and/or reusable road base material. If DPW opts to retain any material, they will provide the Contractor with a local site (within approximately six miles) for the Contractor to deposit at Contractor's expense the reusable materials for the benefit of DPW. If DPW opts to not retain any material, the Contractor shall be solely responsible for final material disposition.

- G. Stockpiling of spoils or any other material in a public right-of-way is prohibited. Stockpiling shall be limited to the existing easement or any other temporary construction easements that are established. At no time will stockpiling or equipment staging be allowed to interfere or in any way cause potential harm to motorists.

VII. Erosion Control Specifications:

- A. No construction shall be done between October 15 and May 1 without a Sediment and Erosion Control Plan to prevent soil erosion. All erosion and sedimentation control measures shall, at a minimum, be in accordance with the specifications and recommendations contained in the California Stormwater Quality Association (CASQA) Stormwater BMP Handbook for New Development and Redevelopment, "Erosion and Sediment Control Guidelines for Developing Areas of the Sierra Foothills and Mountains," dated October, 1991, or equivalent resources. Applicant and/or Contractor shall secure any necessary State of California coverage as needed under Statewide Construction General Permit Order Number 2009-0009-DWQ, NPDES No CAS000002, as amended by 2010-0014-DWQ and 2012-0006-DWQ, or within the Tahoe Basin, the Tahoe Basin Construction General Permit Order Number R6T-2011-0019, NPDES NO CAG616002, for storm water discharges under the National Pollutant Discharge Elimination System (NPDES). Contractor shall maintain appropriate measures under said permit as outlined in the project Permit Registration Documents and the project Stormwater Pollution Prevention Plan (SWPPP).
- B. Installation and maintenance of erosion control measures are the responsibility of the Contractor. The Contractor is responsible for the prevention of significant erosion and siltation entering the storm drain system, natural drainage courses, and/or intruding upon adjacent roadways and properties. Additional erosion control measures may be required as determined in the field and approved by the COUNTY. This responsibility shall apply throughout the course of construction and until all disturbed areas have become stabilized and shall not be limited to wet weather periods.

VIII. Boring Specifications:

- A. If boring is proposed, an acceptable boring plan shall be submitted to the COUNTY for review and approval at least one week prior to beginning the bore. COUNTY has the right to deny and/or request relocation of proposed bore pits as needed for roadway safety or restoration reasons.
- B. All boring must be in conformance with the State of California, Department of Transportation, Encroachment Permits Manual, Chapter 600.

SECTION 01400
DIVISION OF DRINKING WATER WAIVER RESPONSE LETTER

WHYTE AVENUE AND LANGLEY AVENUE WATER MAIN PROJECT
C19-105

The following Division of Drinking Water Waiver Response Letter pertains to Citrus Heights Water District's Whyte Avenue and Langley Avenue Water Main Project C19-105:

Division of Drinking Water Waiver Response Letter (8 Pages)



State Water Resources Control Board

April 2, 2020

PWS No. 3410006

Hilary Straus
General Manager
Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, CA 95610

CITRUS HEIGHTS WATER DISTRICT PUBLIC WATER SYSTEM (PWS NO. 3410006) – ROBBIE WAY AND WHYTE AVENUE PIPELINE CONSTRUCTION PROJECT

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on March 25, 2020, from the Citrus heights Water District (CHWD) regarding improvement plans specifically identified as: 'Robbie Way and Whyte Avenue Pipeline' construction project in the Sacramento county area and within the CHWD public water system (PWS No. 3410006) service area. The aforementioned email provided information and requested a waiver from the water main separation requirements at one (1) location where a potable water main crosses another underground utility pipeline.

Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR) details the water main separation requirements with other underground utility pipelines.

The CHWD public water system proposal has been reviewed by Bryan Rinde, P. E. from this office. Bryan Rinde's review comments are enclosed for your review and action.

Water Mains Crossing Existing Utility Pipelines (other than sewer service lines)

With respect to the new water main crossing existing utility pipes, and in addition to Bryan Rinde's review comments, this waiver is subject to the following conditions:

1. At locations where utility pipelines cross over water pipelines, the minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

2. At locations where other utility pipelines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint (as described in the attached memorandum) and the pipelines crossing location is achieved. The water pipeline joints shall be as described in the attached memorandum.
3. Unless specifically approved, at locations where other utility pipes, as defined under Section 64572 (b) of the CCR, are parallel to the water pipes, minimum horizontal separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least 48 inches. Also, water pipeline shall be constructed at higher grade and the minimum vertical separation between the outside wall of the water pipes (bottom of pipe) and the outside wall of other utility pipes (top of pipe) shall be at least 12 inches. The water pipeline joints shall be as described in the attached memorandum.

Once the review comments along with the aforementioned conditions are incorporated into the design and construction of the project, no exception to the project would be noted.

This waiver is issued in accordance with Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the CCR with respect to the items specifically mentioned in the waiver request letter and it is conditioned to completion and return of the enclosed **“VERIFICATION OF CONSTRUCTION IN ACCORDANCE WITH THE ISSUED WAIVER”** form by no later than 30 days after acceptance of the project by the CHWD public water system. A copy of this verification form shall be kept along with this letter and the project as-built document.

CHWD public water system may also submit a letter verifying construction of the project and completion of the as-built (record) drawings in accordance with this waiver. As a reference, a blank copy of the enclosed **“VERIFICATION OF CONSTRUCTION IN ACCORDANCE WITH THE ISSUED WAIVER”** shall be attached to such letter.

Water Mains Crossing Existing Sewer Service Lines

With respect to the new water main crossing existing sewer service lines, and once the following comments are incorporated into the design and construction of the project, no exception to the project would be noted. The comments are;

1. Field notes and photographs shall be maintained of each lateral crossing for both “over” and “under” crossings and the address of the property recorded,
2. Where (if) sewer laterals become broken, contact the agency with responsibility and establish with that agency how that repair is to be made and inspected. Repairs shall be recorded in field notes.

In addition to the abovementioned requirements, waivers would be subject to the following conditions:

1. At locations where sewer service lines cross over water pipelines, minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.
2. At locations where sewer service lines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint and the pipelines crossing location is achieved.

This waiver is issued in accordance with Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the CCR with respect to the sewer service lines mentioned in the waiver request letter and it is conditioned to completion of the attached

"VERIFICATION OF SEWER SERVICE LINES CONSTRUCTION IN ACCORDANCE WITH THE ISSUED WAIVER" form by no later than 30 days after acceptance of the project by the CHWD public water system. A copy of this verification form shall be kept along with this letter and the project as-built document.

Once the aforementioned comments are incorporated into the design and construction of the project, no exception to the proposed construction would be noted with respect to the water main pipelines crossing the sewer service lines.

Pipeline construction at locations where the minimum separation requirements cannot be maintained, and/or are not specifically identified and mentioned in the waiver request letter are not part of this waiver.

Once the construction of the project begins, please notify this office so that site inspection(s) can be scheduled.

If you have any questions, or if we can be of any assistance, please do not hesitate to contact Bryan Rinde at (916) 449-5666, or by email at: Bryan.rinde@waterboards.ca.gov.

Sincerely,



Ali R. Rezvani, P.E.
Sacramento District Engineer
Division of Drinking Water
STATE WATER RESOURCES CONTROL BOARD

cc. Bryan Rinde, P. E. – Water Resource Control Engineer, DDW, SWRCB

State Water Resources Control Board
Division of Drinking Water

TO: Ali R. Rezvani, P.E.
Sacramento District Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

FROM: Bryan P. Rinde, P.E. *Bryan P. Rinde*
Water Resource Control Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

DATE: April 2, 2020

SUBJECT: Reply to Citrus Heights Water District PWS # 3410006 – Robbie Way and Whyte Ave Pipeline Project

Project Overview:

The State Water Resources Control Board, Division of Drinking Water (Division) received a letter dated March 25, 2020, requesting a waiver from the water main separation requirements for Citrus Heights Water District PWS # 3410006. The letter requested review of one (1) location where Citrus Heights Water District has determined it is infeasible to meet separation requirements. The project is located in the City of Citrus Heights at the intersection of Robbie Way and Whyte Ave. Approx. 1600-ft of water main will be installed.

Water main separation requirements are specified in Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR) which are listed below.

Regulations for pipeline separation:

Specifically, section 64572 states:

- (a) New water mains and new supply lines shall not be installed in the same trench as, and shall be at least 10 feet horizontally from and one foot vertically above, any parallel pipeline conveying:
- (1) Untreated sewage,
 - (2) Primary or secondary treated sewage,
 - (3) Disinfected secondary-2.2 recycled water (defined in section 60301.220),
 - (4) Disinfected secondary-23 recycled water (defined in section 60301.225), and
 - (5) Hazardous fluids such as fuels, industrial wastes, and wastewater sludge.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

- (b) New water mains and new supply lines shall be installed at least 4 feet horizontally from, and one foot vertically above, any parallel pipeline conveying:
 - (1) Disinfected tertiary recycled water (defined in section 60301.230), and
 - (2) Storm drainage.
- (c) New supply lines conveying raw water to be treated for drinking purposes shall be installed at least 4 feet horizontally from, and one foot vertically below, any water main.
- (d) If crossing a pipeline conveying a fluid listed in subsection (a) or (b), a new water main shall be constructed no less than 45-degrees to and at least one foot above that pipeline. No connection joints shall be made in the water main within eight horizontal feet of the fluid pipeline.
- (e) The vertical separation specified in subsections (a), (b), and (c) is required only when the horizontal distance between a water main and pipeline is less than ten feet.
- (f) New water mains shall not be installed within 100 horizontal feet of the nearest edge of any sanitary landfill, wastewater disposal pond, or hazardous waste disposal site, or within 25 horizontal feet of the nearest edge of any cesspool, septic tank, sewage leach field, seepage pit, underground hazardous material storage tank, or groundwater recharge project site.
- (g) The minimum separation distances set forth in this section shall be measured from the nearest outside edge of each pipe barrel.
- (h) With State Board approval, newly installed water mains may be exempt from the separation distances in this section, except subsection (f), if the newly installed main is:
 - (1) less than 1320 linear feet,
 - (2) replacing an existing main, installed in the same location, and has a diameter no greater than six inches more than the diameter of the main it is replacing, and
 - (3) installed in a manner that minimizes the potential for contamination, including, but not limited to:
 - (A) sleeving the newly installed main, or
 - (B) utilizing upgraded piping material

Regulation authorizing State Board to issue waiver:

A waiver can be issued from the Division under Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of CCR. Specifically, Sections 64551.100 states:

- (a) A water system that proposes to use an alternative to a requirement in this chapter shall:
 - (1) Demonstrate to the State Board that the proposed alternative would provide at least the same level of protection to public health; and
 - (2) Obtain written approval from the State Board prior to implementation of the alternative.

Waiver Request Location(s):

Waivers from the regulations are requested for the following location(s):

1. A proposed 6-in ductile iron (pressure class 350) water distribution main crossing under an existing 6-in sewer located at station 29+93. The vertical separation between the existing sewer main and proposed water main per sheet 5 of 11 (enclosed) will be 12-in. A full section (typically 18-ft) of ductile iron pipe will be centered under the crossing. The crossing angle is greater than 45 degrees.

Waiver Review:

Citrus Heights Water District believes the proposed construction methods and materials will provide the same or a greater level of protection to public health as separation distances listed in section 64572. Below is the Division's review of each waiver location:

1. A proposed 6-in ductile iron (pressure class 350) water distribution main crossing under a 6-in sewer located at station 29+93. The vertical separation between the existing sewer main and proposed water main per sheet 5 of 11 (enclosed) is 12-in minimum. A full section (typically 18-ft) of ductile iron pipe will be centered under the crossing. The crossing angle is greater than 45 degrees.

The proposed crossing is acceptable to the Division when the conditions below are followed.

Waiver Conditions:

As a result of the Division's review of the plans, the following conditions shall be implemented where separation requirements between water mains and sewer main pipelines cannot be met:

1. The water main shall be constructed with pressure class 350 ductile iron pipe
2. Ductile iron pipe shall be covered with 8-mil thick polywrap protective coating as required by ANSI/AWWA 105.
3. A full section (18-ft typical) of ductile iron pipe shall be centered under the crossing to maximize horizontal separation from the sewer to the water main joints.
4. Joints on either side of the pipe crossing shall be mechanically restrained
5. At least 12-in of vertical separation shall be between the water main and sewer pipeline.

This waiver is subject to the conditions listed above.

**VERIFICATION OF SEWER SERVICE LINES CONSTRUCTION IN ACCORDANCE TO
THE ISSUED WAIVER**

**Name of Public Water System: Citrus Heights Water District
Public System Number: 3410006**

As required by the letter dated **April 2, 2020**, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the Robbie Way Project at the following crossings was completed in accordance to requirements stated in the aforementioned waiver letter. The crossings are:

Item	Water Main			Sewer Service Lines				
	Station	Size	Material	Size	Material	Fluid	Crossing (Under / Over)	Separation (inches)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name

Title

Signature

Date

THIS FORM MUST BE COMPLETED AND FILED AS PART OF PROJECT RECORD DRAWINGS

Disclosure: Be advised that Section 116725 and 116730 of the California Health and Safety Code states that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the attached order may be liable for a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation for each day that violation continues. In addition, the violators may be prosecuted in criminal court and upon conviction, be punished by a fine of not more than \$25,000 for each day of violation, or be imprisoned in county jail not to exceed one year, or by both the fine and imprisonment.

VERIFICATION OF CONSTRUCTION IN ACCORDANCE WITH THE ISSUED WAIVER

Name of Water System: Citrus Heights Water District

Public System Number: 3410006

Verification

As required by letter dated **April 2, 2020**, and with respect to waiver issued in accordance with Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned verifies that construction of the **Robbie Way Pipeline Project** pipeline project at the following crossings was completed in accordance with requirements stated in the aforementioned waiver letter and its attached memorandum. The crossings are:

1. A proposed 6-in ductile iron (pressure class 350) water distribution main crossing under an existing 6-in sewer located at station 29+93.

Name

Title

Signature

Date

**THIS FORM MUST BE COMPLETED AND RETURNED TO THE
DIVISION OF DRINKING WATER – SACRAMENTO DISTRICT**

**A COPY OF THIS FORM SHOULD BE FILED AS
PART OF THE PROJECT RECORD DRAWINGS**

Disclosure: Be advised that Section 116725 and 116730 of the California Health and Safety Code states that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the attached order may be liable for a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation for each day that violation continues. In addition, the violators may be prosecuted in criminal court and upon conviction, be punished by a fine of not more than \$25,000 for each day of violation, or be imprisoned in county jail not to exceed one year, or by both the fine and imprisonment.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION 09-2020 APPROVING AND CONFIRMING THE REPORT OF DELINQUENT UTILITIES CHARGES AND REQUESTING SACRAMENTO COUNTY TO COLLECT SUCH CHARGES ON THE TAX ROLL AND RESOLUTION 10-2020 APPROVING AND CONFIRMING THE REPORT OF DELINQUENT UTILITIES CHARGES AND REQUESTING PLACER COUNTY TO COLLECT SUCH CHARGES ON THE TAX ROLL

STATUS : Action Item

REPORT DATE : June 9, 2020

PREPARED BY : Alberto Preciado, Accounting Manager/Assessor Collector
Susan K. Talwar, Director of Finance & Administrative Services/Treasurer

OBJECTIVE:

Consider adoption of Resolutions 09-2020 (Sacramento County) and 10-2020 (Placer County) approving and confirming the Report of Delinquent Utilities Charges and requesting the respective county to place such charges on the respective tax roll.

BACKGROUND AND ANALYSIS:-

The Citrus Heights Water District (the District) provides water to approximately 20,000 connections within the City of Citrus Heights, the City of Roseville, and unincorporated areas of the County of Sacramento (County). The District bills for the provision of water on a bimonthly basis and pursuant to District policy 7170, *General Billing Procedures for Bimonthly Accounts*, customers are given a minimum of 20 days in which to pay without assessment of a penalty. Ten days after the bill's due date, the District sends a past due notice, which gives the customer 15 days to bring the account current. Approximately 20 days after the due date on the past due notice, the District sends a Notice of Intention to Terminate Service via FedEx, allowing an additional 14 days to pay, after which service is disconnected.

Historically, the District has been successful in collecting charges billed to its customers. For each billing cycle containing between 1,500 - 3,500 accounts, the District typically terminates service to 10 – 20 accounts per week. Following termination, most accounts pay delinquent charges within one week in order to have service reestablished.

On occasion, some accounts go through the entire collection process, service is terminated, but the customer still does not pay for several months. These accounts typically have higher dollar balances due to charges for disconnection of service, tampering with District property, and other cost-recovery charges. Collection of these delinquent balances could be delayed indefinitely until the property is sold or foreclosed upon.

Sections 22284, 25806, and 26500 et seq. of the Water Code allows for delinquent utility bills to be referred to the County to be placed on the property tax roll through the Direct Levy process. In this process, delinquent bills are added as a line-item on the customer's property tax bill. The District's benefit in using this process is the potential acceleration of the District's collection of unpaid balances, as property owners are less likely

to leave property tax bills unpaid. Additionally, the County has the option to purchase the delinquent balances from the District; should the County exercise this option, the County would pay the District the delinquent balances in advance of receiving payment from the property owner.

This year, as a result of the COVID-19 pandemic, Governor Newsom issued an executive order on April 2, 2020 suspending water shutoffs for nonpayment. The District also placed a moratorium on assessing late penalties to customer accounts as an additional measure to help its customers.

The District remains committed to helping its customers during this difficult time. However, as the County of Sacramento and County of Placer only accept submission of direct levies once per year, the District must begin the process of submitting its listing of delinquent accounts in order to safeguard its revenues. Of note, this requested action will not result in the District moving to unilaterally enforce collecting outstanding balances with customers. Any future enforcement/collections will be revisited by counties when the State updates its policy/executive order as a result of the pandemic.

Staff has reviewed all outstanding accounts and identified 160 accounts that have been delinquent for greater than 90 days and have a balance greater than \$50 as of May 31, 2020. Delinquent charges for these accounts amount to \$20,150.33. The County of Sacramento accepts submission of direct levies once per year, and sets the deadline in the first week of August, 2020 for agencies to submit listings for the tax year. The County of Placer accepts submission of direct levies once per year, and sets the deadline in the last week of June for agencies to submit listings for the tax year. The tax year for this group of levies is 2020/2021 (July 1, 2020 – June 30, 2021).

Although the deadline to submit accounts is in late June and early August, respectively, the District may remove an account from the Direct Levy roll up until the first week of September, 2020. This will allow the District to make a final attempt to contact the customer and obtain either an amortization agreement or payment, prior to the deadline for removal from the tax roll.

RECOMMENDATION:

Adopt Resolutions 09-2020 (Sacramento County) and 10-2020 (Placer County) approving and confirming the Report of Delinquent Utilities Charges and requesting the respective county to place such charges on the respective tax roll.

ATTACHMENTS:

- 1) Resolution 09-2020, Resolution of the Board of Directors of Citrus Heights Water District Approving and Confirming the Report of Delinquent Utilities Charges and Requesting Sacramento County to Collect Such Charges on the Tax Roll
- 2) Resolution 10-2020, Resolution of the Board of Directors of Citrus Heights Water District Approving and Confirming the Report of Delinquent Utilities Charges and Requesting Placer County to Collect Such Charges on the Tax Roll

ACTION:

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

ATTACHMENT 1

**Resolution 09-2020 (Sacramento County) Approving
and Confirming The Report of Delinquent Utilities
Charges and Requesting Sac County to Collect Such
Charges on the Tax Roll**

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 09-2020

RESOLUTION OF THE BOARD OF DIRECTORS
OF CITRUS HEIGHTS WATER DISTRICT
APPROVING AND CONFIRMING THE REPORT OF DELINQUENT UTILITIES
CHARGES AND REQUESTING SACRAMENTO COUNTY TO COLLECT SUCH
CHARGES ON THE TAX ROLL

WHEREAS, CITRUS HEIGHTS WATER DISTRICT (DISTRICT), provides certain water service to the residents residing within its service boundaries; and

WHEREAS, Water Code sections 22284, 25806, and 26500 et seq. authorizes the District to have the delinquent charges for the above services (the “Charges”) collected on the tax roll by Sacramento County on the relevant parcels; and

WHEREAS, District staff has prepared a Delinquent Utilities Charge Report (the “Report”) identifying the delinquent charges by Assessor’s Parcel Number, included as Exhibit A to the resolution; and

NOW THEREFORE BE IT RESOLVED that, The BOARD OF DIRECTORS hereby authorizes and directs the General Manager, or his designee to deliver a certified copy of the finalized Report to the Sacramento County Department of Finance - Auditor Division, and to submit a certified copy of this Resolution and Report to the County Recorder for recordation.

BE IT FURTHER RESOLVED that The Office of the Sacramento County Department of Finance - Auditor Division is requested for the placement of the Charges included on the Report (Exhibit A to the resolution) on the Annual Secured property tax roll with the Ad Valorem taxes.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT, this 17th day of June 2020, by the following vote, to wit:

AYES: Directors:
NOES: Directors:
ABSTAIN: Directors:
ABSENT: Directors:

SEAL

RAY RIEHLE, President
Board of Directors
Citrus Heights Water District

ATTEST:

MADELINE HENRY, Chief Board Clerk
Citrus Heights Water District

Exhibit A

Citrus Heights Water District Delinquent Charges – Sacramento County

LID	APN	Service Address	Amount
00071	204-0050-047-0000	7636 Linden Ave	\$179.01
00105	204-0083-012-0000	7441 Stearman Wy	\$211.51
00140	204-0060-009-0000	8423 Mariposa Ave	\$204.74
00155	204-0081-002-0000	6631 Navion Dr	\$281.66
00401	204-0182-004-0000	6836 Florabelle Av	\$220.44
00686	257-0051-006-0000	13641 Fair Oaks Blvd	\$241.45
00745	257-0051-020-0000	7308 Single Wy	\$194.86
00786	204-0235-005-0000	7623 Wachtel Way	\$67.28
00789	204-0235-008-0000	7525 Antelope Rd	\$192.18
00895	204-0235-079-0000	7591 Antelope Rd	\$349.47
00946	204-0242-013-0000	7515 Cook Av	\$218.59
00952	204-0242-016-0000	7512 Auburn Blvd	\$249.59
00977	204-0251-006-0000	7629 Sycamore Drive	\$318.77
01171	204-0371-004-0000	6701 Navion Dr	\$201.85
01231	204-0374-007-0000	7531 Van Maren Ln	\$196.18
01388	204-0391-013-0000	6834 Easthaven Wy	\$185.58
01925	204-0461-014-0000	8341 Holly Dr	\$227.98
01990	204-0471-014-0000	7545 Oak Grove Av	\$233.51
02067	204-0481-033-0000	10418 Fair Oaks Blvd	\$166.67
02216	257-0140-028-0000	8371 Carrick Ct	\$175.57
02285	257-0150-011-0000	8409 Dalmeny Way	\$227.35
02489	257-0170-002-0000	8444 Menke Way	\$258.92
02581	204-0522-001-0000	8104 Auburn Blvd	\$251.49
02672	204-0530-049-0000	8000 Auburn Blvd	\$423.21
02702	204-0541-027-0000	7632 North Colony Wy	\$253.19
02744	257-0170-037-0000	8447 Cranford Way	\$201.06
02810	204-0552-013-0000	8030 Carol Ave	\$241.20
02818	204-0552-020-0000	7648 Scribner Dr	\$326.54
02841	204-0552-044-0000	7633 Cedar Dr	\$178.50
03047	204-0610-031-0003	7405 Auburn Oaks Court #C	\$143.43
03072	257-0243-011-0000	8139 Stacey Hills Dr	\$170.33
03338	211-0081-006-0000	7508 Prince St	\$186.98
03590	211-0044-037-0000	7239 Sylvan Grove Way	\$220.91

Citrus Heights Water District Delinquent Charges – Sacramento County

LID	APN	Service Address	Amount
03811	204-0610-033-0003	7417 Auburn Oaks Ct #C	\$240.33
04248	211-0232-015-0000	7590 Park Dr	\$191.29
04274	211-0232-036-0000	6636 Graham Cir	\$160.41
04279	204-0650-043-0000	7448 Garden Gate Dr	\$253.93
04298	211-0052-067-0000	7674 Old Auburn Road	\$350.15
04325	211-0061-013-0000	7756 Old Auburn Rd	\$211.50
04348	204-0650-070-0000	7018 Enright Drive	\$173.74
04494	204-0670-016-0000	8351 Deville Oaks Way	\$146.97
04512	204-0670-028-0000	8327 Deville Oaks Wy	\$194.76
04731	204-0710-065-0000	7328 Amsterdam Av	\$212.67
04980	261-0510-046-0000	7023 Almond Hill Ct	\$272.71
05151	209-0324-002-0000	6255 Tupelo Dr	\$206.76
05371	224-0061-031-0000	7760 Antelope Rd	\$309.94
06201	227-0110-019-0000	7641 Peerless Ave	\$572.32
06217	227-0110-028-0000	9029 Eden Oaks	\$319.15
06384	232-0300-033-0000	6635 Madison Ave	\$161.99
06667	233-0011-010-0000	7509 Wisconsin Dr	\$239.34
06712	233-0012-024-0000	7439 Ranch Ave	\$204.19
06940	211-0401-011-0000	7905 Almondwood Ave	\$203.26
06964	224-0311-016-0000	7750 Wooddale Wy	\$179.18
07175	211-0427-009-0000	6621 Pacheco Way	\$153.81
07270	211-0433-055-0000	7017 Charolais Wy	\$199.25
07324	211-0474-007-0000	7856 Vista Ridge Dr	\$203.37
07476	211-0490-053-0000	7216 Sylvan Grove Wy	\$203.79
07498	211-0550-010-0000	7037 Lynnetree Way	\$181.60
07499	211-0550-011-0000	7041 Lynnetree Wy	\$205.78
07661	211-0581-018-0000	7701 Muirwood Wy	\$212.58
07735	211-0582-015-0000	7861 Beaupre Wy	\$204.62
08040	211-0640-030-0000	7863 Sampolo Ct	\$223.12
08119	211-0670-006-0000	7131 Mathis Ct	\$200.03
08150	224-0370-035-0000	8112 Villa Oak Drive	\$250.28
08180	211-0670-037-0000	7883 McLin Wy	\$270.74
08278	224-0380-010-0000	7711 Wooddale Way	\$251.97
08355	211-0760-038-0000	7614 Anne Marie Ct	\$221.17
08670	224-0400-027-0000	8105 Forest Oak Way	\$323.33

Citrus Heights Water District Delinquent Charges – Sacramento County

LID	APN	Service Address	Amount
08927	224-0413-014-0000	8422 Shoemaker Way	\$343.12
09069	233-0022-015-0000	7553 Farmgate Way	\$356.99
09106	233-0023-003-0000	7528 Westgate Drive	\$69.89
09410	236-0022-011-0000	5304 Sonora Way	\$186.45
09459	236-0030-016-0000	6622 Palm Ave	\$276.99
09657	233-0053-001-0000	7500 Eastgate Ave	\$672.94
09841	236-0045-002-0000	5102 Patti Jo Dr	\$211.50
10003	224-0430-026-0000	8125 Canyon Oak Dr	\$260.96
10064	236-0142-025-0000	5332 Sandstone St	\$202.12
10200	233-0053-011-0000	7558 Eastgate Ave	\$200.24
10341	233-0070-065-0000	7644 Down Wy	\$213.91
10376	233-0081-004-0000	7434 Klamazoo Dr	\$208.70
10443	233-0081-020-0000	7444 Kalamazoo Drive	\$311.14
10602	233-0103-008-0000	7628 Capicorn Dr	\$192.91
10656	233-0123-005-0000	7795 Madison Av	\$244.54
11009	233-0242-006-0000	7518 Greenglen Ave	\$189.17
11028	233-0261-014-0000	7521 Wells Ave	\$185.71
11036	233-0261-028-0000	7528 Ranch Av	\$218.80
11355	233-0470-021-0000	7470 Willow Creek Dr	\$286.58
11426	233-0480-060-0000	5632 Cypress Point Dr	\$120.46
11427	233-0480-061-0000	5630 Cypress Point Dr	\$120.38
11464	224-0910-019-0000	7800 Cottingham Ct	\$231.49
11807	239-0013-005-0000	7445 San Nita Way	\$178.67
11829	233-0650-007-0000	8092 Briar Ridge Ln	\$125.06
12243	239-0040-024-0000	5308 Ronnie St	\$153.72
12424	233-0530-005-0000	7831 Hampton Ln	\$180.67
12778	239-0022-018-0000	7405 Greenback Ln #106	\$269.59
12826	216-0205-001-0000	8029 Glen Park Avenue	\$307.30
13100	216-0242-003-0000	7939 Hanson Ave	\$364.63
13259	239-0062-001-0000	7130 Palm Ave	\$189.04
13336	239-0065-017-0000	5136 BE Lazy Ct	\$206.78
13348	216-0282-009-0000	7778 Perdez Ct	\$188.35
13770	216-0320-002-0000	8166 Patton Av	\$215.56
13830	216-0012-010-0000	8425/33 Harper Wy	\$207.23
13950	216-0022-008-0000	7841 Twin Oaks Av	\$268.58

Citrus Heights Water District Delinquent Charges – Sacramento County

LID	APN	Service Address	Amount
13953	239-0320-016-0000	36 Coyle Creek Cir	\$133.97
14004	216-0023-003-0000	8433 Sunrise Blvd	\$172.77
14018	243-0010-009-0000	7428 Woodside Dr	\$776.18
14162	216-0050-013-0000	8220 Mariposa Av	\$234.71
14169	216-0050-019-0000	8228 Mariposa Ave	\$209.67
14411	216-0110-032-0000	8214 Manger Wy	\$290.32
14564	216-0131-003-0000	7709 Glenn Ave	\$297.83
14650	243-0041-002-0000	7507 Chula Vista Dr	\$633.36
14874	216-0163-015-0000	8225 Eva Reta Ct	\$196.24
15002	243-0390-023-0000	7316 Villa Del Sol Ln	\$222.19
15117	243-0120-035-0000	6052 Dublin Way	\$188.14
15168	243-0130-035-0000	6116 Rita Lou Wy	\$379.25
15309	243-0440-012-0000	7786 Chancery Ct	\$157.55
15311	243-0150-014-0000	7601 Greenback Lane	\$254.19
15572	243-0210-067-0000	7606 Farmgate Wy	\$194.03
15652	243-0510-002-0000	5831 Sperry Dr	\$186.06
15871	243-0243-011-0000	7453 Farmgate Wy	\$189.65
15899	243-0348-014-0000	7784 Envoy Wy	\$277.28
16025	243-0350-036-0000	12417 Fair Oaks Blvd	\$688.61
16053	243-0333-007-0000	6151 Viceroy Way	\$335.85
16101	243-0334-007-0000	7701 Cotwalds Wy	\$211.44
16197	243-0262-035-0000	7638 Denio Wy	\$220.79
16429	243-0322-002-0000	7725 Farmgate Wy	\$218.25
16439	243-0331-018-0000	6100 Merlindale Dr	\$241.86
16447	243-0322-013-0000	5908 Yeoman Way	\$184.76
16489	243-0324-016-0000	7780 Guenivere Wy	\$228.85
16495	243-0332-018-0000	7718 Cotswald Wy	\$279.65
16540	259-0010-010-0000	7136 Woodmore Oaks Dr	\$205.64
16733	259-0040-042-0000	6846 Olive Tree Wy	\$178.15
16813	259-0051-025-0000	6701 Sugar Maple Wy	\$425.98
16955	259-0052-018-0000	6700 Sugar Maple Way	\$228.06
17133	259-0141-021-0000	8208 Bridgewood Court	\$214.71
17345	259-0170-016-0000	8381 Alaterna Court	\$203.58
18002	259-0360-010-0000	6900 Lyonia Way	\$258.49
18207	224-0600-060-0000	7633 Soquel Way	\$396.19

Citrus Heights Water District Delinquent Charges – Sacramento County

LID	APN	Service Address	Amount
18216	224-0960-038-0000	8007 Auburn Oaks Village Ln	\$141.92
18461	243-0580-018-0000	6378 Aspen Ranch Ct	\$295.97
18465	243-0580-057-0000	6381 Aspen Ranch Ct	\$225.63
18494	243-0580-051-0000	7101 Cedar Garden Ct	\$186.04
18507	204-0235-101-0000	7560 Orange Dr	\$201.46
18607	211-0850-016-0000	7545 Sylvan Valley Wy	\$203.05
18625	211-0850-034-0000	7520 Sylvan Valley Way	\$176.71
18687	211-0221-055-0000	7604 Park Dr	\$199.61
19021	239-0061-003-0000	7116 Palm Ave	\$189.13
19205	243-0460-051-0000	6335 Nightingale Ct	\$176.94
19586	243-0590-002-0000	7241 Woodside Dr	\$228.76
19616	243-0590-032-0000	6424 Sol Wy	\$268.23
19708	216-0050-042-0000	8280 Mariposa Av	\$226.21
19939	204-0420-043-0000	7556 Cedar Drive	\$319.04
20000	204-0251-006-0000	7661 Sycamore Dr	\$939.68
20319	257-0360-004-0000	8179 Streng Ave	\$348.71
20876	224-0300-019-0000	8244 Olivine Ave	\$694.67

ATTACHMENT 2

**Resolution 10-2020 (Placer County) Approving and
Confirming The Report of Delinquent Utilities Charges
and Requesting Placer County to Collect Such Charges
on the Tax Roll**

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 10-2020

RESOLUTION OF THE BOARD OF DIRECTORS
OF CITRUS HEIGHTS WATER DISTRICT
APPROVING AND CONFIRMING THE REPORT OF DELINQUENT UTILITIES
CHARGES AND REQUESTING PLACER COUNTY TO COLLECT SUCH CHARGES ON
THE TAX ROLL

WHEREAS, CITRUS HEIGHTS WATER DISTRICT (DISTRICT), provides certain water service to the residents residing within its service boundaries; and

WHEREAS, Water Code sections 22284, 25806, and 26500 et seq. authorizes the District to have the delinquent charges for the above services (the “Charges”) collected on the tax roll by Placer County on the relevant parcels; and

WHEREAS, District staff has prepared a Delinquent Utilities Charge Report (the “Report”) identifying the delinquent charges by Assessor’s Parcel Number, included as Exhibit A to the resolution; and

NOW THEREFORE BE IT RESOLVED that, The BOARD OF DIRECTORS hereby authorizes and directs the General Manager, or his designee to deliver a certified copy of the finalized Report to the Placer County Auditor Controller’s Office – Property Tax Division and to submit a certified copy of this Resolution and Report to the County Recorder for recordation.

BE IT FURTHER RESOLVED that The Office of the Placer County Auditor Controller’s Office – Property Tax Division is requested for the placement of the Charges included on the Report (Exhibit A to the resolution) on the Annual Secured property tax roll with the Ad Valorem taxes.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT, this 17th day of June 2020, by the following vote, to wit:

AYES: Directors:
NOES: Directors:
ABSTAIN: Directors:
ABSENT: Directors:

SEAL

RAY RIEHLE, President
Board of Directors
Citrus Heights Water District

ATTEST:

MADELINE HENRY, Chief Board Clerk
Citrus Heights Water District

Exhibit A

Citrus Heights Water District Delinquent Charges – Placer County

LID	APN	Service Address	Amount
05700	471-050-006-000	8655 Auburn Blvd	\$147.90
05739	471-060-057-000	8660 Auburn Blvd	\$334.64
20067	471-070-060-000	9500 Mariposa Ave	\$283.25
05946	471-110-023-000	8501 Sunrise Ave	\$203.06
20493	471-110-028-000	8515 Victory Way	\$233.17

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 REGULAR MEETING

SUBJECT : TRAVEL / PER DIEM POLICY UPDATE
 STATUS : Action Item
 REPORT DATE : June 8, 2020
 PREPARED BY : Susan Talwar, Director of Finance and Administrative Services
 Madeline Henry, Administrative Services Manager
 Josh Nelson, Assistant General Counsel

OBJECTIVE:

Consider amending District Board and Officers Policy No. 2060.54, Meals Expense and (2) amending District Human Resources Policy No. 4901.02, Employee Meal Expenses, to refine the per diem meals and expense policies.

BACKGROUND AND ANALYSIS:

In 2019, the Board of Directors approved a substantial overhaul of the District’s human resources policies. In part, this included shifting from meals’ reimbursement for conferences and similar District events to a “per diem.” This change has worked well: reducing administrative processing and recordkeeping and providing a fair, equitable meals allotment to staff.

Based on this, staff recommends that the Board consider formally modifying its Board and Officers’ policy to be consistent with this change. As part of this shift, staff recommends one refinement to the per diem policy. The current policy does not allow an employee to receive a per diem when attending a conference that provides meals. While this has generally worked well, there have been some situations where employees were required to attend to District business during a meal break. In those cases, employees were unable to enjoy the provided meal and forced to pay for meals out-of-pocket. The enclosed policies would revise the per diem to allow employees to receive a full or half-day per diem as applicable if they were actually unable to enjoy a conference-provided meal for District-business. This could include actual District worktime, small group meetings, or District-related networking.

RECOMMENDATION:

Consider amending District Board and Officers Policy No. 2060.54, Meals Expense and (2) amending District Human Resources Policy No. 4901.02, Employee Meal Expenses, to refine the per diem meals and expense policies.

ATTACHMENT:

1. Revised Meals Expense Policy No. 2060.54 and Employee Meal Expenses Policy 4901.02

ACTION:

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

2060.54 Meal Expenses

Per diem reimbursements for approved events, not to exceed the limits detailed below, can be obtained by submitting reconciliation request form.

Half Day event	\$45.00
Full Day Event	\$90.00

Directors or Officers shall generally not receive the above per diem if meals are provided as an accompaniment to registration. However, if a Director or Officer is unable to utilize the provided meal, he or she may receive a half-day or full day per diem as applicable. Any request for per diem shall indicate the District-related reason for not enjoying the provided meal. No compensation will be provided for the purchase of alcoholic beverages.

4901.02 EMPLOYEE MEAL EXPENSES

Meal reimbursements shall be allowed for employees authorized to work at night or on weekends beyond normal working hours when it would be an inconvenience or imposition for such employees to go home for lunch or dinner and then return to work. Authorized work must extend beyond normal working hours for more than two (2) hours to qualify for meal allowance. Employees shall receive a Half-Day per diem as noted below in such event.

Employees may claim reimbursement for meals when traveling on official business or attending a pre-approved seminar, conference, or meeting. Per diem reimbursements for approved events, not to exceed the limits detailed below, can be obtained by submitting a reconciliation request form to the General Manager for review and approval.

Half Day event	\$45.00
Full Day Event	\$90.00

Employees shall generally not receive the above per diem if meals are provided as an accompaniment to registration. However, if an employee is unable to utilize the provided meal, he or she may receive a half-day or full day per diem as applicable. Any request for per diem shall indicate the District-related reason for not enjoying the provided meal.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 REGULAR MEETING

SUBJECT : CHWD Brand Update
STATUS : Presentation Item
REPORT DATE : June 8, 2020
PREPARED BY : Madeline A. Henry, Administrative Services Manager/Chief Board Clerk
Susan K. Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Provide an overview of the District's brand audit and seek Board input on recommendations for a brand update.

BACKGROUND AND ANALYSIS:

In 2018, the District conducted market research as a part of Project 2030. The research showed that 74.7% of customers do not know CHWD is an independent special district. At the June 6, 2019 Strategic Planning Session staff presented this data and the Board and staff decided to evaluate the District's brand and how to help customers better identify us as an independent special district.

Staff worked with our communications firm, Sagent, to conduct a brand audit. Sagent conducted 18 key stakeholder interviews with a combination of Board Members, staff, and residential and commercial Customer Advisory Committee (CAC) members. Sagent also conducted an online brand survey that was distributed to Board Members, all staff and all residential and commercial CAC members.

At the June 17, 2020 Board Meeting, Administrative Services Manager Madeline Henry and Sagent will provide a presentation on the brand audit process and present rebranding options for Board input.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 MEETING

SUBJECT : BUDGET DOCUMENT INTRODUCTION
STATUS : Study Session
REPORT DATE : June 8, 2020
PREPARED BY : Susan Talwar, Director of Finance and Administrative Services
Alberto Preciado, Accounting Manager

As part of the District's efforts to increase transparency and accountability to our customers, District staff have prepared a draft budget document template to be used with the 2021 Budget, and will be providing a presentation introducing the document and its features to the Board.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS June 17, 2020 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINANCIAL POLICY UPDATE
 STATUS : Action Item
 REPORT DATE : June 17, 2020
 PREPARED BY : Susan Talwar, Director of Finance and Administrative Services
 Josh Nelson, Assistant General Counsel

OBJECTIVE:

Consider approving updates to the District's financial policies.

BACKGROUND AND ANALYSIS:

The update of Citrus Heights Water District's (CHWD) financial policies, also referred to as the 6000 series policies, is the culmination of a long-term team effort, and is a strategic planning item for the Board of Directors. This policy update is part of a larger Board-directed initiative to review and update the District's entire policy manual.

As a general rule, the proposed edits to the financial policies reflect clean-up edits or changes to incorporate best practices. These edits include the following:

- Terminology: Some references to "District Treasurer" have been changed to "General Manager or designee" reflecting the General Manager's role as the chief administrative officer.
- Budgets (No. 6000): The draft eliminates the requirement for separate operating and capital improvement budgets.
- Audits (No. 6001): This policy will be amended to require audit principle rotation every six years as required by law. The audit will be presented in May consistent with current practice.
- Fraud Prevent and Detection (No. 6020): The proposed edits remove unnecessary specificity and clarify reporting obligations. Generally, suspected fraud should be reported to the General Manager. If he or she is suspected to be involved, staff may report to the General Counsel.
- Employment-Related Benefits Reserve (No. 6270): References to retiree health benefits have been deleted as this obligation is now handled through the District's OPEB trust.
- Water Main Replacement Reserve (No. 6255): This is a new policy to add a reserve account for water main replacement as part of Project 2030.
- Purchasing and Procurement (No. 6500): This policy was previously updated to reflect best practices. Here, staff proposes to move operating and maintenance services to consultant services so that all services procurements are handled similarly. This avoids confusion about what qualifies as operating and maintenance as opposed to consultant services.
- Fixed Assets Accounting (No. 6700): The policy changes the definition of fixed asset from one year to two years. The dollar threshold remains \$5,000.

There is one important proposed substantive edit. As discussed at the May 20th workshop, staff proposes to amend Policy No. 6460 to no longer require prior Board approval for the disbursement of funds. Currently, most invoices over \$8,000 must be approved by the Board before payment. After a review of similar peer agencies, it is recommended that the Board authorize staff to disburse funds as necessary. All payments still must be (1) incurred under a valid obligation consistent with the District's purchasing requirements and (2) reported to the Board in the agenda packet. This updated protocol streamlines the payment disbursement process while ensuring important Board oversight.

RECOMMENDATION:

Approve updates to the District's financial policies.

ATTACHMENT:

1. Financial Policies Updates (6000 series)

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
POLICIES MANUAL

6000.00 BUDGET PREPARATION AND ADOPTION

A budget on a calendar year basis shall be prepared and adopted by Resolution of the Board of Directors.

6000.01 Budget Preparation

The General Manager or designee, in consultation with other staff members, shall prepare a draft budget for initial review and discussion by the Board of Directors.

6000.02 Budget Contents

The budget shall contain recommended appropriations of funds necessary to support the mission, operations and capital improvements of the District for the budget year. Recommended dollar amount appropriations will be specifically identified for individual Expense Account Numbers as shown in the Citrus Heights Water District Chart of Accounts.

6000.03 Public Review and Comment

The final draft budget, as modified and amended to reflect additional information and comments, shall be presented to the public for comment at a noticed Public Hearing to be conducted prior to the start of the new budget year, typically at the Board's regular meeting in November.

6000.04 Budget Adoption

The final budget, including any modifications and amendments directed by the Board of Directors to reflect additional information and public comments, shall be considered for adoption by the Board of Directors prior to the start of the new budget year.

6000.05 Budget Amendment

The Board may amend the budget during the budget year as deemed necessary or advisable.

6010.00

FINANCIAL AUDIT

An audit of the District's financial records shall be made annually by a certified public accountant appointed by the Board of Directors. The auditor shall submit the annual audit as required by law after the end of the calendar year.

6010.01 Purpose of Audit

The purpose of the independent audit is to provide an objective, impartial assessment of the District's financial records. The audit shall be conducted in accordance with generally accepted accounting and financial auditing standards. The audit shall serve to determine if, in the opinion of the auditor, the District's financial statements are free of material misstatement. The audit shall also serve to examine evidence supporting the amounts and disclosures in the District's financial statements, and to assess the accounting principles used and significant financial estimates made by District management.

6010.02 Appointment of Auditor

The General Manager shall make a recommendation to the Board of Directors regarding the appointment of the auditor. In appointing the auditor, the Board shall consider the qualifications and experience of the individual or firm, including specific experience in audits of public agencies and/or water utilities. The District may appoint the same auditor in two or more consecutive years to gain the benefit of acquired knowledge and insight on District financial issues. The District may appoint the same auditor for more than five consecutive years in order to provide continuity in regard to specific District financial matters. However, in order to maintain the highest level of objectivity and impartiality, the District shall consider appointing a different auditor after not more than five consecutive years of service by the same auditor. In all cases, no audit partner shall conduct the District's audit for six consecutive years.

A copy of the independent auditor's report shall be maintained on file in the District office, and shall be readily available for public inspection. Copies of the report shall also be filed as required by law.

6020.00

FRAUD PREVENTION, DETECTION AND REPORTING

It is the policy of the Board of Directors to facilitate the development of controls that will aid in the detection and prevention of fraud, impropriety or irregularity within the District. It is the intent of the Board of Directors to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

6020.01 Scope of Policy

This policy applies to any actual or suspected fraud, impropriety or irregularity involving employees as well as consultants, vendors, contractors, employees with outside agencies and/or any other parties with a business relationship with the District.

All District employees have a responsibility to help detect and prevent fraud, improprieties and other irregularities involving the District. Employees shall be familiar with the types of improprieties that might occur within his/her area of responsibility, and be alert to any indication of fraud, abuse or illegal act.

The General Manager, or the highest supervisor/manager within the organizational chain of command who is not suspected of being involved in the potentially fraudulent activity, without regard to the suspected wrongdoer's length of service, position/title, or relationship with the District, shall evaluate suspected fraud and initiate any necessary investigative activity.

Any fraud that is detected or suspected shall be reported immediately to the General Manager or to the District's Legal Counsel if the General Manager is suspected of being involved in the fraudulent activity. This individual will coordinate all investigations as necessary.

6020.05 Procedures

Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is in progress.

An employee who discovers or suspects fraudulent activity shall immediately report it to the General Manager or to the District's Legal Counsel if the General Manager is suspected of being involved in the fraudulent activity. If the investigation substantiates that fraudulent activities have occurred, the individual with primary responsibility for investigation will notify other District employees or the Board of Directors as appropriate. Investigation may involve retaining the services of a financial or other investigative professional to assist in determining whether fraudulent activities have occurred or to determine the extent of fraudulent activities.

6200.00

OPERATING FUND

The District shall establish and maintain an Operating Fund to meet the ongoing cash outlay obligations of District operations and capital improvement expenditures. The Operating Fund shall be the source of monies for payment of the District's financial obligations including but not limited to District employee payroll and benefits costs, invoices for goods and services used by the District, debt obligations of the District and all other payments that are made by the District and reviewed by the Board of Directors on a monthly basis.

The Operating Fund shall be the repository for all monies received by the District that are not otherwise specifically restricted, assigned or committed to any of the other Funds and Reserves of the District. Monies may be transferred to or from the Operating Fund at the direction of the General Manager and designee in accordance with this Policy and the Policies setting forth the purpose, guidelines and restrictions for other District Funds and Reserves. Monies may also be transferred to or from the Operating Fund at the specific direction of the Board of Directors.

The target amount of funds to be maintained in the Operating Fund shall be monies sufficient to meet the estimated financial obligations of the District for 90 calendar days. Monies in excess of this amount that are not otherwise specifically restricted, assigned or committed to any of the other Funds and Reserves of the District shall be transferred to the District's Operating Reserve. Funds maintained in the Operating Fund shall be funds readily available to meet the financial obligations of the District.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance of the Operating Fund at the end of the preceding calendar month and any amounts transferred to or from the Operating Fund during the month.

6210.00

OPERATING RESERVE

The District shall establish and maintain an Operating Reserve as a repository for monies received by the District that are not otherwise specifically restricted, assigned or committed to any of the other Funds and Reserves of the District, and are not required to be retained in the Operating Fund to meet the estimated financial obligations of the District for the next 90 calendar days.

Monies may be transferred to or from the Operating Reserve at the direction of the General Manager and designee in accordance with this Policy and the Policies setting forth the purpose, guidelines and restrictions for other District Funds and Reserves. Monies may also be transferred to or from the Operating Reserve at the specific direction of the Board of Directors.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance of the Operating Reserve at the end of the preceding calendar month and any amounts transferred to or from the Operating Reserve during the month.

6220.00

RATE STABILIZATION RESERVE

The District shall establish and maintain a Rate Stabilization Reserve to provide funds for use to ensure financial and customer rate stability in responding to conditions, including but not limited to, the following:

- Unanticipated operating and/or capital expenditures;
- Unanticipated revenue shortfall due to water shortages, drought or other conditions;
- Changes to the District's billing methods, policies and procedures;
- Natural or man-made disasters;
- Major transmission or distribution main failures; and,
- Purchase of water from other than normal or budgeted sources, including electrical expense associated with long-term use of the District's groundwater wells.

The target amount of funds to be maintained in the Rate Stabilization Reserve shall be \$1,000,000. Should transfers from the Rate Stabilization Reserve be made for any purpose, it shall be the policy of the Board of Directors to restore the Reserve to its \$1,000,000 target level at the earliest opportunity. Monies shall be transferred to or from the Rate Stabilization Reserve only at the specific direction of the Board of Directors.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance of the Rate Stabilization Reserve at the end of the preceding calendar month and any amounts transferred to or from the Rate Stabilization Reserve during the month as directed by the Board of Directors.

6225.00

DEBT SERVICES RESERVE

The District shall establish and maintain a restricted Debt Services Reserve to provide funds for use, including but not limited to, maintaining debt coverage ratios in accordance with bond covenants or other agreements or requirements associated with the issuance of debt by the District.

The amount of funds to be maintained in the Debt Services Reserve shall be in compliance with the requirements set forth in the agreement with the financing institution. The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance of the Debt Services Reserve at the end of the preceding calendar month.

6240.00

CAPITAL IMPROVEMENT RESERVE

The District shall establish and maintain a Capital Improvement Reserve to provide funds for use in evaluating, designing, constructing, replacing or rehabilitating capital facilities to benefit District customers, including, but not limited to, the following:

- Water Transmission and Distribution Facilities and related appurtenances, including water services, water meters, water valves, fire hydrants, etc.;
- Pressure Control Facilities;
- In-Conduit Power Generation Facilities;
- Buildings and Improvements;
- Machinery and Equipment;
- Land and Right-of-Way Acquisition; and,
- Technology Hardware and Software Improvements.

Monies may be transferred to or from the Capital Improvement Reserve at the direction of the General Manager or designee in accordance with this Policy and the Policies setting forth the purpose, guidelines and restrictions for other District Funds and Reserves. Monies may also be transferred to or from the Capital Improvement Reserve at the specific direction of the Board of Directors.

The target amount of funds to be maintained in the Capital Improvement Reserve shall be the lesser of the following two amounts: 1) monies sufficient to meet the District's estimated capital outlays for evaluating, designing and constructing new capital facilities during the current and following fiscal year as determined by the capital improvement plan adopted by the Board of Directors; or 2) five percent (5.00%) of net total capital assets being depreciated, as determined by the District's most recent financial statements.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance of the Capital Improvement Reserve at the end of the preceding calendar month and any amounts transferred to or from the Capital Improvement Reserve during the month.

6245.00

WATER SUPPLY RESERVE

The District shall establish and maintain a Water Supply Reserve to provide funds for use in evaluating, planning, designing, constructing, replacing or rehabilitating capital facilities to benefit District customers, including, but not limited to, the following:

- Groundwater Production Wells;
- Aquifer Storage and Recovery (ASR) Wells;
- Surface Water Supply Projects including but not limited to water diversion, treatment and transmission facilities;
- Recycled / Reclaimed Water Projects; and,
- Land and Right-of-Way Acquisition.

Monies may be transferred to or from the Water Supply Reserve at the direction of the General Manager or designee in accordance with this Policy and the Policies setting forth the purpose, guidelines and restrictions for other District Funds and Reserves. Monies may also be transferred to or from the Water Supply Reserve at the specific direction of the Board of Directors.

The target amount of funds to be maintained in the Water Supply Reserve shall be monies as a build up to meet the District's future estimated capital outlays for evaluating, designing and constructing new water supply facilities as determined by the capital improvement plan adopted by the Board of Directors.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance of the Capital Improvement Reserve at the end of the preceding calendar month and any amounts transferred to or from the Capital Improvement Reserve during the month.

6250.00

WATER METER REPLACEMENT RESERVE

The District shall establish and maintain a Water Meter Replacement Reserve to provide funds for use in evaluating, designing, constructing, acquiring, replacing or rehabilitating capital facilities pertaining to meters to benefit District customers.

Monies may be transferred to or from the Water Meter Replacement Reserve at the direction of the General Manager or designee in accordance with this Policy and the Policies setting forth the purpose, guidelines and restrictions for other District Funds and Reserves. Monies may also be transferred to or from the Water Meter Replacement Reserve at the specific direction of the Board of Directors.

The target amount of funds to be maintained in the Water Meter Replacement Reserve shall be monies as a build up to meet the District's future estimated capital outlays for planning, evaluating, designing, constructing, installing and/or implementing new water meter technology and equipment as determined by the capital improvement plan adopted by the Board of Directors.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance at the end of the preceding calendar month and any amounts transferred to or from the Water Meter Replacement Reserve during the month.

6255.00

WATER MAIN REPLACEMENT RESERVE

The District shall establish and maintain a Water Main Replacement Reserve to provide funds for use in evaluating, planning, designing, constructing, replacing or rehabilitating capital facilities to benefit District customers, including, but not limited to, the following:

- Water Transmission and Distribution Facilities and related appurtenances, including water services, water valves, fire hydrants, etc.

Monies may be transferred to or from the Water Main Replacement Reserve at the direction of the General Manager or designee in accordance with this Policy and the Policies setting forth the purpose, guidelines and restrictions for other District Funds and Reserves. Monies may also be transferred to or from the Water Main Replacement Reserve at the specific direction of the Board of Directors.

The target amount of funds to be maintained in the Water Main Replacement Reserve shall be monies to meet the District's future estimated capital outlays for evaluating, planning, designing and constructing water transmission or distribution facilities as determined by the water main capital improvement plan adopted by the Board of Directors.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance at the end of the preceding calendar month and any amounts transferred to or from the Water Main Replacement Reserve during the month.

6260.00

FLEET EQUIPMENT RESERVE

The District shall establish and maintain a Fleet Equipment Reserve to set aside funds over an extended period of time to replace fleet equipment at the end of its useful life, including, but not limited to, the following:

- Pickup trucks and automobiles;
- Backhoes and loaders;
- Dump trucks;
- Crew trucks;
- Vacuum Trailer Excavation Systems;
- Vehicle-mounted equipment, such as tool boxes, cranes, safety lights and two-way radios; and,
- Trailer-mounted mobile equipment, such as air compressors.

Monies may be transferred to or from the Fleet Equipment Reserve at the direction of the General Manager or designee in accordance with this Policy and the Policies setting forth the purpose, guidelines and restrictions for other District Funds and Reserves. Monies may also be transferred to or from the Fleet Equipment Reserve at the specific direction of the Board of Directors.

The target amount of funds to be maintained in the Fleet Equipment Reserve shall be ten percent (10.00%) of the equipment and machinery capital assets cost (i.e., non-depreciated value), as determined by the District's most recent financial statements.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance of the Fleet Equipment Reserve at the end of the preceding calendar month and any amounts transferred to or from the Fleet Equipment Reserve during the month.

6270.00

EMPLOYMENT-RELATED BENEFITS RESERVE

The District shall establish and maintain an Employment-Related Benefits Reserve to set aside funds over an extended period of time to pay the costs of employment-related benefits for existing and retired District employees, including, but not limited to, the following:

- Payment of accrued leave balances, including sick leave, annual leave, management leave, compensatory time off (CTO) and other leave types per District Policy, upon retirement or separation of employment from the District;
- Payments to employees under the District's Recognition, Rewards and Accountability Program; and,
- Defraying the future cost of other employment-related benefits for District employees.

Monies may be transferred to or from the Employment-Related Benefits Reserve at the direction of the General Manager or designee in accordance with this Policy and the Policies setting forth the purpose, guidelines and restrictions for other District Funds and Reserves. Monies may also be transferred to or from the Employment-Related Benefits Reserve at the specific direction of the Board of Directors.

The target amount of funds to be maintained in the Employment-Related Benefits Reserve shall be the sum of monies sufficient to meet the total of the following amounts: 1) the cost for payouts of accrued leave balances due to retirement or separation of employment from the District for the current and following fiscal year as estimated by the General Manager or designee; and 2) the cost for payments to employees under the District's Recognition, Rewards and Accountability Program for the current and following fiscal year as estimated by the General Manager or designee.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance of the Employment-Related Benefits Reserve at the end of the preceding calendar month, and any amounts transferred to or from the Employment-Related Benefits Reserve during the month.

6280.00

WATER EFFICIENCY RESERVE

The District shall establish and maintain a Water Efficiency Reserve to provide funds for use in a water supply shortage, water supply interruption, Federal/State/Regional/Local mandates, or other programmatic needs. The Water Efficiency Reserve is to be used for programs including, but not limited, to the following:

- Water Efficiency Projects;
- Drought Response;
- Temporary Labor;
- Consulting Services;
- Public Outreach and Communication;
- Water Use Monitoring;
- Workshops;
- Outdoor and Indoor Incentives;
- Information Technology Services;
- Regional Efficiency Programs;
- Water Loss Programs;
- Grants;
- Demonstration Garden; and,
- Cooling Towers.

Monies may be transferred to or from the Water Efficiency Reserve at the direction of the General Manager or designee in accordance with this Policy and the Policies setting forth the purpose, guidelines and restrictions for other District Funds and Reserves. Monies may also be transferred to or from the Water Efficiency Reserve at the specific direction of the Board of Directors.

The target amount of funds to be maintained in the Water Efficiency Reserve shall be \$200,000.

The District Treasurer shall report in writing each month to the Board of Directors on the dollar balance of the Water Efficiency Reserve at the end of the preceding calendar month and any amounts transferred to or from the Water Efficiency Reserve during the month.

6300.00

INVESTMENT OF DISTRICT FUNDS

6300.01 Purpose

This fiscal management policy is intended to provide a policy and guidelines for the District's Treasurer or designee for the prudent and suitable investment of funds and monies of the District without regard to source. The ultimate goal is to enhance the economic status of the District while protecting its funds.

The District's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the District to invest operating and reserve funds to the fullest extent possible. The District shall attempt to obtain the highest yield, provided that all investments first meet the criteria established for safety and liquidity.

Funds not included in this Policy include deferred compensation funds.

6300.10 Definition and Provision of the Government Code

The Board of Directors and Officers authorized to make investment decisions on behalf of the District investing public funds pursuant to California Government Code sections 53600 et seq. and 53630 et seq. are trustees and therefore fiduciaries subject to the prudent investor standard. As an investment standard, any investment shall be made as if it is one which a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

6300.20 Authority

The investment policies and practices of the District are based upon compliance with federal, state and local law and prudent money management. Investments will be in compliance with governing provisions of law (California Government Code sections 53600 et seq. and 53630 et seq. as amended) and this Policy. This Policy shall take precedence when more restrictive than the California Government Code.

6300.21 The Board of Directors delegates for a one-year period the day-to-day management of the District's investments to the Treasurer, subject to the conditions of this Policy. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of documentation and reporting pursuant to Section 6300.70 of this Policy.

6300.30 Ethics and Conflicts of Interest

Directors and Officers involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

6300.35 Prudence

Investments shall be made in the context of the “Prudent Investor” rule, which states that:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The General Manager, District Treasurer and their designees involved in the investment process, acting in accordance with this Investment of District Funds Policy and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

6300.40 Objectives

6300.41 Safety of Principal - Safety of principal is the primary objective of the District. Each investment transaction shall seek to preserve the principal of the portfolio, whether from institutional default, broker-dealer default or erosion of market value of securities. The District shall seek to preserve principal by mitigating the following two types of risk:

A. Credit Risk - Credit risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by investing in only very safe institutions and by diversifying the investment of District funds so that the failure of any one issuer would not unduly harm the District’s cash flow.

B. Market Risk - The risk of market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the weighted average maturity of the District’s invested funds to three (3) years. It is explicitly recognized herein, however, that in a diversified portfolio, occasional measured losses are inevitable, and must be considered within the context of the overall investment return.

6300.42 Liquidity - Liquidity is the second most important objective. Investments shall be made whose maturity dates are compatible with cash flow requirements and which can be easily and rapidly converted into cash without substantial loss of value.

6300.43 Return on Investment - Investments shall be undertaken to produce an acceptable rate of return after first considering safety of principal, liquidity, and without undue risk.

6300.50 Authorized Investments

District investments are governed by the California Government Code sections 53600 et seq. and 53630 et seq. Within the context of these sections the following investments are authorized:

A. Local Agency Investment Fund - The District may invest in the Local Agency Investment Fund (LAIF) established by the California State Treasurer and created by Government Code sections 16429.1 through 16429.4 for the benefit of local agencies up to the maximum permitted by the LAIF's Local Investment Advisory Board.

B. Securities of the U.S. Government and its Agencies - United States Treasury Bills, Notes, Bonds, or Certificates of Indebtedness, or those for which the faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the District funds which can be invested in this category as they are all safe and liquid. Purchases may not have a term remaining to maturity in excess of five (5) years. (Gov. Code, §§ 53601(b) and 53635(a).)

C. State of California Obligations - Registered State Warrants or Treasury Notes or Bonds of this State or any of the other 49 United States, as defined in Government Code sections 53601(c), 53601(d) and 53651 and pursuant to Government Code section 53635.2.

D. Local Agency Obligations - Obligations issued by any local agency, as defined by the Government Code, within the State. Obligations may be bonds, notes, warrants, or other evidences of indebtedness, as defined in Government Code sections 53601(e) and 53651 and pursuant to Government Code section 53635.2.

E. U.S. Agencies - Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. (Gov. Code, §§ 53601(f), 53651).

F. Bankers' Acceptances – Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40 percent of the District's money that may be invested pursuant to Government Code section 53601(g). However, no more than 30 percent of the District's money may be invested in the bankers' acceptances of any one commercial bank pursuant to Government Code section 53601(g). (Gov. Code, §§ 53601(g), 53651)

G. Prime Commercial Paper - Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization. The entity that issues the

commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

- (1) The entity meets the following criteria:
 - (a) Is organized and operating in the United States as a general corporation.
 - (b) Has total assets in excess of five hundred million dollars (\$500,000,000).
 - (c) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical rating organization.
- (2) The entity meets the following criteria:
 - (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - (b) Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.
 - (c) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of 270 days or less. In addition:

- (a) No more than 40 percent of the District's money may be invested in eligible commercial paper; and,
- (b) No more than 10 percent of the District's money that may be invested pursuant to this section may be invested in the outstanding commercial paper of any single issuer. (Gov. Code, § 53601(h), 53635.)

H. Investment of Surplus Funds in Deposits - Notwithstanding Government Code section 53601 or any other provision of the Government Code, the District, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of certificates of deposit. The following conditions shall apply:

- (1) The District shall choose a nationally or State-chartered commercial bank, savings bank, savings and loan association, or credit union in this State to invest the funds, which shall be known as the "selected" depository institution.
- (2) The selected depository institution may use a private sector entity to help place District deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the

United States, and are within the network used by the private sector entity for this purpose.

(3) Any private sector entity used by a selected depository institution to help place District deposits shall maintain policies and procedures requiring both of the following:

(a) The full amount of each deposit placed pursuant to paragraph (2) above and the interest that may accrue on each such deposit shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

(b) Every depository institution where funds are placed shall be capitalized at a level that is sufficient, and be otherwise eligible, to receive such deposits pursuant to regulations of the Federal Deposit Insurance Corporation or the National Credit Union Administration, as applicable.

(4) The selected depository institution shall serve as a custodian for each such deposit.

(5) On the same date that the District's funds are placed pursuant to paragraph (2) above by the private sector entity, the selected depository institution shall receive an amount of insured deposits from other financial institutions that, in total, are equal to, or greater than, the full amount of the principal initially deposited through the selected depository institution pursuant to paragraph (2) above.

(6) Notwithstanding Government Code section 53601.8 subdivisions (a) to (g), inclusive, a credit union shall not act as a selected depository institution under Government Code sections 53601.8 or 53635.8 unless both of the following conditions are satisfied:

(a) The credit union offers federal depository insurance through the National Credit Union Administration.

(b) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally insured credit unions in one or more certificate of deposit placement services and affirming that the monies held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government.

(7) Purchases of certificates of deposit pursuant to Government Code sections 53601.8 and 53635.8 shall not, in total, exceed thirty (30) percent of the District's funds that may be invested for this purpose.

(8) Excluding purchases of certificates of deposit pursuant to Government Code sections 53601.8, no more than ten (10) percent of the District's funds that may be invested for this purpose may be submitted, pursuant to paragraph (2) above, to any one private sector entity that assists in the placement of deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States, for the District's account. (Gov. Code, §§ 53601.8, 53635.8.)

I. Certificates of Deposits and Time Deposits - The District may invest in nonnegotiable time deposits collateralized in accordance with the Uniform Commercial Code, in those banks and State and federal associations which meet the requirements for investment in negotiable certificates of deposit (NCD). When conditions so warrant, the first \$100,000 of collateral security for such deposits can be waived if the financial institution is insured pursuant to federal and State law.

J. Medium-Term Corporate Notes - Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five (5) years or less issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment shall be rated "A" or better by a nationally recognized statistical rating organization. No more than 30 percent of the District's invested funds may be invested in medium-term notes. (Gov. Code, §§ 53601(k) and 53635.2)

K. Mutual Funds/Money Market Mutual Funds - To be eligible for investment pursuant to this subsection (K), these funds shall meet the following conditions in either paragraph (1) or (2) below:

(1) Shares of beneficial interest issued by diversified management companies (otherwise known as mutual funds) that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, or (m) to (q) inclusive, of Government Code section 53601 and that comply with the investment restrictions of Government Code sections 53600 et seq. and 53630 et seq. However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily. To be eligible for investment pursuant to this paragraph (1), the companies must have either:

(a) Retained an investment adviser registered with the Securities and Exchange Commission with not less than five (5) years' experience investing in securities and obligations and authorized by subdivisions (a) to (k), inclusive, (m) or (q) inclusive of Government Code Section 53601 and with assets under management in excess of five hundred million dollars (\$500,000,000); or,

(b) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) nationally recognized statistical rating organizations. (Gov. Code, § 53601(1)(1) & (3).)

(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.). To be eligible for investment pursuant to this paragraph (2), the companies must either have:

(a) Retained an investment adviser registered with the Securities Exchange Commission with not less than five (5) years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000); or

(b) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) nationally recognized statistical rating organizations. (Gov. Code, § 53601(1)(2) & (4).)

(3) The purchase price of shares of mutual funds and money market mutual funds purchased pursuant to this Section K of this Policy shall not include any commission that the companies may charge and shall not exceed 20 percent of the District's funds that may be invested pursuant to Government Code Section 53601. Further, no more than 10 percent of the District's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1) above. (Gov. Code, § 53601(1)(5).)

L. Mortgage Pass-through Securities - Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum remaining maturity of five (5) years or less. Securities eligible for investment under this Section L of this Policy shall be rated in a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization. Purchase of securities authorized by this

Section L may not exceed 20 percent of the District's surplus monies that may be invested pursuant to Government Code section 53601. (Gov. Code, §§ 53601(o), 53635.2.)

M. Joint Powers Authority - Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive, of Government Code section 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this Section M of this Policy, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

1. The adviser is registered or exempt from registration with the Securities and Exchange Commission;
2. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of Government Code section 53601; and,
3. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000) (Gov. Code, § 53601(p).)

N. Passbook Deposits - Savings account(s) shall be maintained for amounts under \$250,000 as a source of funds for immediate use if required for selective commercial accounts. Savings account deposits may exceed the specified amount for periods not to exceed 45 days in anticipation of payment of monthly accounts payable.

O. Supranationals - United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The maximum remaining maturity for these obligations must be five (5) years or less, and they must be eligible for purchase and sale within the United States. In addition, these investments must be rated "AA" or better by at least two (2) nationally recognized statistical ratings organizations and shall not exceed 30 percent of the District's monies that may be invested pursuant to Government Code section 53601. (Gov. Code, § 53601(q).)

6300.51 Non-Compliance with Authorized Investments

Investments which were obtained prior to adoption of this Policy which are currently not in compliance with said policy may be held until maturity pursuant to Government Code section 53601.6(b). Reporting of said non-compliant investments shall be made per Section 6300.70 of this Policy.

6300.55 Designation of Depositories

The Board of Directors shall, by Resolution, and in accordance with Government Code sections 53600 et seq. and 53630 et seq., designate depositories for District funds. A State or federal credit union may not be designated as a depository for District funds if a member of the Board of Directors or any person with investment decision-making authority for the District serves on the Board of Directors, any committee appointed by the Board of Directors, or the credit committee or supervisory committee of the State or federal credit union.

As far as possible, all money belonging to, or in the custody of the District, including money paid to the Treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in State or national banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this State, selected by the Treasurer or other official having legal custody of the money; or may be invested in the investments set forth in Government Code section 53601. To be eligible to receive District money, a bank, savings association, federal association, or federally insured industrial loan company shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code. Government Code sections 53601.5 and 53601.6 shall apply to all investments that are acquired pursuant to this Government Code section 53635.2. (Gov. Code, § 53635.2).

6300.60 Safekeeping of Securities

To protect against potential losses caused by collapse of individual securities dealers, all securities may be delivered against payment and shall be kept in safekeeping pursuant to Government Code section 53608. Depositories having custody of the District's funds, securities, and other investment instruments shall be directed to forward copies of verification of such deposits in accordance with policies consistent with generally accepted reporting procedures of depositories. In no case shall funds be wired or transmitted in any manner to brokers.

6300.70 Reporting Requirements

Under provisions of Government Code sections 53646 and 53607, the Treasurer shall render a monthly report to the District's Board of Directors and General Manager. The report shall include the type of investment, issuer, date of maturity, par value and the dollar amount invested in all securities, investments and monies held by the District, and shall additionally include a description of any of the District's funds, investments or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the District, and under management of any outside party that is not also a local agency of the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include

the source of this same valuation.

In the report, a subsidiary ledger of investments may be used in accordance with generally accepted accounting practices.

The Treasurer shall report whatever additional information or data may be required by the District's Board of Directors.

For District investments that have been placed in the Local Agency Investment Fund, created by Government Code section 16429.1, in National Credit Union Share Insurance Fund-insured accounts in a credit union, in accounts insured or guaranteed pursuant to Financial Code section 14858, or in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the Treasurer may supply to the District's Board of Directors and General Manager the most recent statement(s) received by the District from these institutions in lieu of the aforementioned information regarding the type of investment, issuer, date of maturity, par value and the dollar amount invested in all securities, investments and monies held by the District.

The monthly Treasurer's report shall state compliance of the portfolio with this Investment of District Funds Policy, or manner in which the portfolio is non-compliant. The report shall include a statement denoting the ability of the District to meet its expenditure requirement for the next six months or an explanation as to why sufficient monies will not or may not be available.

6300.90 Investment Policy Review

This policy governing Investment of District Funds shall be reviewed, modified as necessary and re-adopted or amended at a public meeting of the Board of Directors annually or more frequently if necessary.

6460.00

DISBURSEMENT OF FUNDS

Only persons duly authorized by the Board of Directors shall approve the disbursement of District funds, including signing checks issued for payment by the Citrus Heights Water District, approval of electronic funds transfers, or any other form of disbursement of District funds. Check signing authority shall be granted by resolution and/or included in the signature card for the applicable account.

6460.10 Warrants

Disbursements issued for payment shall be approved by and signed on behalf of the District by two of those persons authorized to sign checks or warrants on behalf of the District.

Individual disbursements issued for payment shall be reported in writing to the Board of Directors at the next regular meeting of the Board of Directors following issuance of the disbursement, but do not require prior approval of the Board of Directors for issuance.

6460.25 Credit Card Purchases

The use and control of District credit cards and purchase cards is set forth in Policy 6520, Credit Cards. Disbursements to pay for credit card and purchase card statements remain subject to the provisions of this Disbursement of Funds policy.

6460.30 Disbursements for Payroll, Benefits and Taxes

Prior to disbursement, registers prepared for payment of District employee payroll, employee benefits and employee tax withholding shall be reviewed and approved by two of those persons authorized to sign checks or warrants on behalf of the District. Disbursement of District funds for employee payroll, employee benefits and employee tax withholding are not subject to the disbursement limit set forth in Section 6460.20 of this Policy above.

6460.40 Disbursements for Bond Payments

Prior to disbursement, payments to satisfy the principal and interest on District bond debt issuances shall be reviewed and approved by two of those persons authorized to sign checks or warrants on behalf of the District.

6460.50 Board-Approved Disbursements

The Board of Directors authorizes staff to pay warrants as received provided that such claim was budgeted and incurred in a manner consistent with this Policy and Purchasing and Procurement Policy 6500.

6460.60 Electronic Funds Transfer Payments

Disbursements made by the electronic transfer of funds shall be approved as set forth in Section 6460.10 of this Policy, with two authorized signatures approving the invoice or other documentation of the amount of payment before the electronic transfer of funds is made. Disbursements made by the electronic transfer of funds shall be reported in writing to the Board of Directors at the next regular meeting of the Board of Directors following issuance of the disbursement, but do not require prior approval of the Board of Directors for issuance.

6460.70 Investment and Savings Accounts

All amounts drawn on investment and savings accounts, except for transfers to other District investment, savings or checking accounts, shall be approved by and signed on behalf of the District by any two of those persons authorized to sign checks or warrants on behalf of the District.

6460.80 Transfer of Funds

Transfers of funds between accounts that do not constitute a disbursement of District funds can be executed using electronic or telephone procedures by any one of those persons authorized to sign checks or warrants on behalf of the District.

6460.90 Policy Review

This policy regarding Disbursement of Funds shall be reviewed and modified as necessary.

6480.00 PETTY CASH

A petty cash fund shall be maintained for small, day-to-day, over-the-counter purchases made on behalf of the District. The petty cash fund shall not exceed \$500.00 and shall be controlled by the District Treasurer. The petty cash fund shall be secured in the Administrative Office vault.

6480.01 Advance and Reimbursement

Petty cash may be advanced to District Directors or employees upon request for the purpose of procuring item(s) or service(s) appropriately related to District business. Petty cash funds advanced shall be documented and signed for upon disbursement. After said item(s) or service(s) have been obtained, a receipt for same shall be submitted to the Treasurer and any remaining advanced funds returned. The maximum petty cash advance shall be \$50.00.

Petty cash may also be utilized to reimburse District Directors or employees for out-of-pocket expenses used for item(s) or service(s) appropriately related to District business and verified by valid receipts. In those instances when a receipt is not obtainable, the requested reimbursement to District employees shall require approval of the General Manager prior to remuneration. No personal checks shall be cashed in the petty cash fund.

See also Purchasing and Procurement Policy section 6500.14.

6480.02 Accounting

Petty cash purchases shall be debited against the appropriate expense accounts.

6480.03 Replenishment

The petty cash fund shall be replenished as necessary by issuance of a District check made payable to Petty Cash.

6500.00

PURCHASING AND PROCUREMENT

6500.01 Introduction

The District has a responsibility to acquire the best value in supplies, materials, equipment, operating and maintenance services, consultant services, and public works projects from various suppliers, contractors, and consultants.

This Policy provides guidance and instructions to employees involved in the purchasing and procurement process.

6500.01 Objectives of Purchasing and Procurement Policy

This Purchasing and Procurement Policy has been developed to achieve the following objectives:

- Standardize the procedures by which the District conducts business with its suppliers, contractors, and consultants.
- Ensure impartiality and competition in purchasing and procurement transactions whenever possible.
- Establish purchasing and procurement authorization procedures, delegation of authority, and accountability.
- Implement effective documentation, processing, accounting, reporting, and audit trail systems to support purchasing and procurement activities.
- Maximize effective use of the District's financial and personnel resources.

6500.02 Personnel Standards of Conduct

All personnel engaging in purchasing and procurement activities on behalf of the District shall employ the following standard practices:

- Consider, first, the interests and needs of the District in all transactions.
- Carry out the established policies of the District.
- Buy without prejudice and seek to obtain the maximum value for each expenditure of public funds.
- Subscribe to and work for honesty and truth in purchasing and procurement, and denounce all forms of commercial bribery.

No District employee involved in purchasing shall maintain a financial interest or have any personal beneficial interest, directly or indirectly, in any contract or purchase of supplies, materials, equipment, services, or public works projects used by or furnished to the District.

6500.10 Purchasing Categories

District purchases typically are within the following seven categories:

1. General Purchases
2. Consultant Services
3. Public Works Projects
4. Petty Cash Purchases
5. Emergency Purchases
6. Single Source Purchases
7. Real Property

When considering purchases or procurements in any category except emergency purchases, the District's current Operating Budget should be reviewed to ensure compliance with anticipated expenditures and revenues.

6500.11 General Purchases

This category consists of the following general purchase classifications:

- Supplies including office and field supplies, fuels, etc.
- Material including waterworks materials, trench backfill material, etc.
- Equipment including office equipment, vehicles, tools, etc.
- Software and other intangible goods.
- Settling minor claims or potential claims against the District, including the payment of severance.

6500.12 Services

This category includes Operating and Maintenance Services including service contracts and agreements, equipment repairs, etc. and specialized professional services including, but not limited to, surveyors, engineers, architects, attorneys/legal counsel, auditors, management consultants, financial consultants, technical consultants, and short-term personal services less than 30 days.

Individual members of the Board of Directors are authorized to directly consult with the District's attorneys/legal counsel.

6500.13 Public Works Projects

This category comprises expenditures for public works projects that are typically related to capital improvements performed by independent contractors for the District's water distribution system, groundwater production facilities, and administrative/corporation yard facilities. Said contractors are to be considered for selection when a specific improvement project exceeds the available personnel, equipment, and technical expertise of the District.

Payment of the prevailing wage for construction labor classifications as determined by the State of California is required of contractors providing public works project construction for the District.

A 10 percent bid security is required for sealed competitive bids.

6500.13 Petty Cash Purchases

This category is comprised of small, day-to-day, over-the-counter purchases made on behalf of the District using Petty Cash. A Petty Cash fund not to exceed \$500 shall be maintained and controlled by the District Treasurer. See also Petty Cash Policy 6480.

6500.15 Emergency Purchases

This category constitutes purchases required during times of duress when the requirements for competitive purchasing and procurement can be waived. In such cases where purchases are made outside of normal procedures, records must be maintained to indicate the vendor, types, quantities, and disposition of items purchased or services procured. If possible, informal or facsimile quotations should be obtained and documented. The General Manager or designee shall have the authority to issue purchase orders and make purchases/procurements during emergency conditions.

A report and full accounting of expenditures shall be provided to the Board of Directors whenever emergency purchases and procurements are made.

6500.16 Single-Source Purchases

This category makes allowances for the infrequent, but sometimes necessary, purchase from a supplier that is the only acceptable vendor able to furnish a certain product or service. Inasmuch as single-source purchases are an exception to competition, care must be exercised and consideration given to the following:

- Is there a lack of responsible competition for the product or service?
- Does the vendor possess exclusive and/or predominant capabilities?
- Is the product or service unique and easily established as one-of-a-kind?
- Would utilizing a single-source result in future operational or maintenance savings.
- Are there patented or proprietary rights that fully demonstrate a superior patented feature not obtainable from similar products, or a product or service available from only one source rather than dealers and retailers from which competition could be encouraged?
- Can the District's requirements be modified so that competitive products or services may be used without sacrificing product quality and vendor responsiveness?

Further, in accordance with Public Contract Code section 3400(c), the District may make a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

- In order that a field test or experiment may be made to determine the product's

suitability for future use.

- In order to match other products in use on a particular public improvement either completed or in the course of completion.
- In order to obtain a necessary item that is only available from one source.
- In order to respond to an emergency declared by the District, but only if the declaration is approved by a unanimous vote of the Board.
- In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the District.

6500.17 Real Property

This category includes easements, fee title and other interests in real property. Due to the individualized nature of real property, all purchases may be by negotiated purchase.

6500.20 Purchasing Levels and Authority

Below are tables listing the various purchasing categories and the authority for individual purchases:

	Category	
	General Manager	Board of Directors
General: supplies, materials, equipment, O&M services	\$75,000 or less	Greater than \$75,000
Consultant Services	\$75,000 or less	Greater than \$75,000
Public Works Projects	\$175,000 or less	Greater than \$175,000
Petty Cash	Less than \$500	None
Emergency Authority:	All amounts but General Manager shall notify Board of Directors at its next regular meeting	
Single Source	\$75,000 or less	Greater than \$75,000

Real Property	\$10,000 or less	Greater than \$10,000

Procurement limits shall apply on a single project basis for services or purchase basis for materials. Multiple procurements from a single provider or purchaser shall be judged individually. However, splitting or separating of materials, supplies, services, and projects for the express purpose of evading the requirements of this Policy is strictly prohibited.

6500.21 Informal Solicitations

All purchases or contracts for materials, supplies, equipment and services will be based, whenever possible and practicable, on some form of competition. There may be exceptions to the competitive process for emergency conditions, supply or source limitations, or other circumstances with justifications for such waiver being documented prior to the acquisition. Moreover, quotations are not required for consultant services or single source procurements. The following guidelines shall be used for obtaining quotes or proposals:

Estimated Value	Number and Type of Quotations
\$0 – \$5,000	At least one verbal or written quote
\$5,000.01 – \$40,000	At least two written quotes
\$40,000.01 – \$74,999.99	At least three written quotes
\$75,000 +	Formal Quotations

Written quotes may be either hard-copy quotes received in the mail, via facsimile or via electronic transmission. Written quotes or the justification for not obtaining quotes shall be maintained in the project file.

Quotes may not be available for common items normally found in retail establishments (i.e., Home Depot, Lowe’s, etc.), unless in bulk or special order. The purchase of common consumer items is acceptable without a quote, but a contractor’s discount should be sought if a business account is established.

6500.22 Formal Quotations

Formal solicitation procedures shall be required for procurements estimated to be greater than \$75,000. The use of an online solicitation system is acceptable for formal solicitations, as well the receipt of formal solicitations (unless specifically stated otherwise within the solicitation documents). In addition, the notice to bidders or request for proposal shall:

1. At a minimum, be advertised in one general circulation newspaper within the District’s geographic boundaries or advertised electronically on an

appropriate regional purchasing website.

2. Whenever possible and practical, provide a minimum of fourteen (14) calendar days for response, unless otherwise required by the Public Contract Code.
3. Require the receipt of a minimum of two (2) competitive responses or more, when available.

Proposals and quotations may be publicly unsealed, and respective dollar amount(s) announced. Award details shall be made available following the award of a contract. The formal competitive solicitation process may be waived at the discretion of the General Manager or designee, when there is a compelling reason to do so (e.g., public safety, prevent loss of life, imminent danger, or other valid reason). The General Manager shall document the reason and present it to the Board of Directors at the next regularly scheduled meeting. In addition, the formal competitive solicitation process shall not be required for services unless otherwise required by law. Written responses to the notice to bidders or request for proposal shall be maintained in the project file.

6500.23 Public Works Bidding

The Irrigation District Law does not maintain competitive bidding for public works except in limited cases. In such cases or when required by law, the District shall utilize all competitive processes mandated by the Public Contract Code.

For other public works solicitations, the District shall utilize the process identified in Section 6500.22 of this Policy for public works. In addition to such procedures, public work bids shall be publicly unsealed, and respective dollar amount(s) announced. The Board of Directors may waive public bidding for any public work at its discretion and subject to the limits of applicable law.

6500.25 Cooperative Purchasing

In lieu of conducting an informal or formal solicitation, the District may utilize cooperative and piggyback procurements that are based on competitive processes that are substantially consistent with the requirements of this Policy. Documentation of this finding and its basis shall be maintained in the project file.

6500.30 Change Orders

A change order is required when work or services performed pursuant to a contract will exceed the approved original contract amount or changes in the scope of work are required. A written request for change order must be completed and approved before a change order can be authorized. Board approval is required for any change order or amendment that exceeds ten percent of the initial contract amount. Subsequent change orders or amendments shall be aggregated so that Board approval is required once the total amount approved by change order or amendment exceeds ten percent of the initial contract amount. The Board may delegate additional authority for change orders or

amendments when approving any contract.

6500.50 Purchasing Cycle

Regardless of the type of item or service being acquired, each transaction proceeds through the following nine distinct stages in varying degrees:

1. Assessment and determination of need
2. Research and/or development of specifications
3. Estimation of anticipated cost
4. Solicitation and evaluation of quotations, bids, or proposals
5. Selection and approval of purchase
6. Award of contract or order
7. Delivery and Inspection
8. Receipt of invoice, reconciliation with delivery ticket, verification of pricing by purchasing coordinator/agent
9. Payment

6500.80 Purchase Orders

Purchase orders may be necessary from time to time to facilitate purchase of required products or services. The District's officers (Directors, Secretary, Assessor/Collector, and Treasurer), and the General Manager are authorized to execute purchase orders on behalf of the District.

6500.90 Purchasing/Procurement Authority

Purchasing and procurement authority not heretofore specifically designated is hereby retained by the Board of Directors.

The General Manager, at his or her discretion, may delegate purchasing authority to staff. Such delegation shall be in writing.

6500.100 Project File

The General Manager or designee shall maintain a project file for each purchase. The project file may be maintained electronically or in hard copy consistent with applicable law and the District's retention policy.

6520.00 CREDIT CARDS

The use of a District credit card(s) or purchase card(s) to obtain goods and services is recognized

as an efficient alternative to payment by check or cash for some purchases. Typical use of such credit or purchase cards include, but is not necessarily limited to: securing accommodations for continued education functions, purchasing vehicle fuel and oil, expediting purchases from out-of-area vendors and expediting the purchase of tools and supplies.

6520.10 Purchase Cards

Credit cards shall be maintained in the name of the District, with the name of the individual authorized to use the card also assigned to the account as required by the credit card issuer.

Purchases utilizing said cards shall be authorized only by the persons to whom they are issued, typically the District Directors, Officers, or General Manager. Said purchases shall be subject to the provisions of Purchasing and Procurement Policy 6500. Persons to whom credit cards are issued shall be responsible for securing the cards appropriately to prevent loss, theft or misuse.

Directors shall be provided with a copy of the monthly credit card statements for review concurrent with the Treasurer's monthly report.

6520.30 Gas and Oil Credit Card

One gas and oil credit card account is to be maintained in the name of the District for use limited strictly to District vehicles, either locally or for transportation associated with District business. The General Manager shall develop and implement appropriate administrative and operational procedures to ensure all gas and oil purchases are authorized and for official use only. Such procedures shall ensure adequate tracking for audit purposes and may include, but are limited to, requiring odometer readings, lists of authorized employees, and identity verification by the vendor.

6520.40 Account Balances

Credit card and purchase card account balances shall be paid in full each month in a timely manner to avoid incurring any late charges or finance charges.

6700.00

FIXED ASSETS ACCOUNTING CONTROL

The purpose of this policy is to provide control and accountability over fixed assets of the District, and to gather and maintain information needed for the preparation of financial statements.

6700.01 Definition of Fixed Assets

A fixed asset, also referred to as a capital asset, is defined under this Policy as:

- A. Tangible personal property that is owned, leased, controlled or possessed by the District with a dollar value of at least \$5,000.00 per item and a useful life of more than two years, and not consumed in the normal course of business.
- B. Any addition to the District's infrastructure for conveyance, treatment, pumping or production of water with a dollar value greater than \$15,000.00 and a useful life of more than one year.
- C. Any construction project, building, land, or improvement upon land with a dollar value greater than \$15,000.00 and a useful life of more than one year.

6700.10 Valuation of Fixed Assets

Fixed assets shall be valued at cost including all ancillary charges necessary to place the asset in its intended location and condition for use. The value of fixed assets shall be determined as described in the sections that follow.

6700.11 Purchased Fixed Assets

The value of purchased fixed assets shall be determined using the historical cost of the assets, including all sales taxes or other taxes, and all appropriate ancillary costs, less any trade discounts or rebates. If the historical cost of the asset is not available, or cannot be reasonably determined, an estimated cost may be determined using the best available information.

The capitalized value of land that is purchased by the District shall include the purchase price, plus any costs such as legal fees and any costs incurred to put the land in condition for its intended use.

The capitalized value of buildings purchased by the District shall include both acquisition and capital improvement costs. Capital improvements include structures (e.g., office buildings, shop buildings, and other facilities) and all other property permanently attached to, or an integral part of, the structure (e.g., heating and air-conditioning equipment).

Furniture, fixtures, computer software, or other equipment that is not an integral part of a building are not considered capital improvements and should be classified as equipment. The cost for this type of asset shall reflect its actual or estimated cost.

6700.12 Constructed Fixed Assets

The value of constructed fixed assets shall be determined using all direct costs associated with the construction, along with any design or project management costs. Actual project management costs may be used when they can be reasonably determined and directly associated with the construction.

6700.13 Ancillary Costs

Ancillary costs should, when possible and practical, be included in the cost of a fixed asset. Minor ancillary costs that may not be measurable at the time a capital asset is recorded in the inventory system are not required to be capitalized, but may be capitalized if the information becomes readily available. Ancillary costs include items such as:

For land:

- Legal and title fees;
- Professional fees of engineers, attorneys, appraisers, financial advisors, etc.;
- Surveying fees;
- Appraisal and negotiation fees;
- Payment for damages;
- Site preparation costs; and,
- Costs related to demolition of existing structures.

For infrastructure:

- Professional fees of engineers, attorneys, appraisers, financial advisors, etc.;
- Surveying fees;
- Appraisal and negotiation fees;
- Site preparation costs; and,
- Costs related to demolition of existing structures.

For buildings and improvements other than buildings:

- Professional fees of architects, engineers, attorneys, appraisers, financial advisors, etc.;
- Costs of fixtures permanently attached to a building or structure;
- Insurance premiums and related costs incurred during construction; and,
- Any other costs necessary to place a building or structure into its intended location and condition for use.

For furnishings, equipment, software, and other fixed assets:

- Transportation charges;
- Sales tax;
- Installation costs;
- Extended maintenance or warranty contracts purchased at the time the fixed asset is purchased; and,

- Any other normal or necessary costs required to place the asset in its intended location and condition for use.

6700.14 Donated Fixed Assets

The value of donated assets shall be determined using the acquisition cost, which is the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the acquisition date.

6700.20 Useful Life and Depreciation of Fixed Assets

The useful life of a fixed asset shall be determined using (a) general guidelines obtained from professional or industry organizations, (b) information for comparable assets of other governments, or (c) internal information.

6700.21 Depreciation Method and Convention

Depreciable assets will be depreciated using the straight-line method of depreciation and the full month convention.

6700.30 Physical Inventory of Fixed Assets

A physical inventory of the following categories of fixed assets shall be performed annually:

- Fleet Equipment
- Office Furniture and Fixtures
- Computer Equipment and Software
- Machinery and Equipment
- Office and Telephone Equipment

The results of the physical inventory shall be reconciled with the District's asset inventory system, and any discrepancies shall be reported to the General Manager and the District Treasurer.

6700.40 Disposal of Fixed Assets

Fixed assets that have become surplus to the needs of the District shall be disposed in accordance with Disposal of Surplus Property Policy 5750. At the time that a fixed asset is disposed, any remaining book value will be recorded as loss on disposal such that the asset's book value is zero.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JUNE 17, 2020 MEETING

SUBJECT : DISCUSSION & POSSIBLE ACTION TO UPDATE
POLICY 5300: MAINTENANCE OF WATER METERS

STATUS : Action Item

REPORT DATE : June 2, 2020

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer
Josh Nelson, Assistant General Counsel

OBJECTIVE:

Consider updates to the District's water meter maintenance policy regarding ownership, maintenance, and access to water services that are outside a right-of-way or easement.

BACKGROUND AND ANALYSIS:

The District's current Maintenance of Water Meters Policy No. 5300 (Policy) describes ownership, maintenance and access to the water meters, and what happens if there is damage to water meters. District-owned water meters are connected to either private or District-owned water services. Some of the District-owned water services are located on property owner's private land and outside of a right-of-way, public utility easement, or dedicated easement to the District. The current Policy does not explicitly authorize the District to enter upon the property owner's land for the purpose of maintenance or replacement.

Although it would seem that the easiest solution would be to obtain easements for all of the water meters and District-owned water services on private property, staff feels this is not a good use of ratepayer dollars or District staff time. It has been a historical practice by the District and other water providers to not obtain easements for facilities that only serve the property on which the facilities are located. Staff recommends continuing this practice, unless there is a special circumstance.

Staff recommends that the Board consider renaming Policy No. 5300 "Maintenance of Water Meters" to "Maintenance of Water Meters and District-owned Services" and amending it to include verbiage on ownership, maintenance, and access to District-owned water services that are located outside of a right-of-way, public utility easement or dedicated easement to the District. The amended Policy shall require the property owner to acknowledge and certify their understanding and agreement to conform to all District ordinances, policies and procedures as part of the Application for Customer Account. Attachment 2 includes a current copy of the Application for Customer Account with the updated certification language.

RECOMMENDATIONS:

1. Amend District Operations Policy No. 5300, to address access to water services located outside of a right-of-way, public utility easement, or dedicated easement to the District.
2. Amend Application for Customer Account to incorporate the above revisions.

ATTACHMENTS:

1. District Operations Policy No. 5300, "Maintenance of Water Meters and District-owned Water Services"
2. Application for Customer Account

ACTION:

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

ATTACHMENT 1

District Operations Policy No.5300

**Maintenance of Water Meters and District-owned
Water Services**

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES

POLICY TYPE : OPERATIONS
POLICY TITLE : MAINTENANCE OF WATER METERS AND DISTRICT-OWNED WATER SERVICES
POLICY NUMBER : 5300
DATE ADOPTED : MAY 8, 2007
DATE AMENDED : JUNE 3, 2020
AMENDMENTS :

5300.00 MAINTENANCE OF WATER METERS AND DISTRICT-OWNED WATER SERVICES

5300.10 Responsibility for Maintenance of Water Meters

Water meters are the property of the District and a part of the District's water distribution system. All maintenance and repair work on water meters and related equipment and facilities shall be performed by the District or its authorized representatives.

5300.15 Responsibility for Maintenance of District-owned Water Services

Water services are the water system components from the water main to the water meter. All water services are considered to be District-owned unless where identified on the District's water facility map. All maintenance and repair work on District-owned water services and related equipment and facilities shall be performed by the District or its authorized representatives.

5300.20 Repairs to Water Meters and District-owned Water Services

The District shall repair or replace water meters and District-owned water services at its sole discretion. When a water meter is determined to be non-operational or is removed for repair, property owners may be billed for water consumption using an estimate based on previous consumption history at the discretion of the Assessor/Collector or his or her designee.

5300.30 Access to Water Meters and District-owned Water Services

Property owners are responsible for maintaining unrestricted and unobstructed access at all times to District water meters and other District equipment and facilities located on their property. Access shall be maintained in a manner that allows the District at all times to read, inspect, maintain, repair or replace the water meter and water system components. Access that is restricted by vegetation, landscaping materials or features, fencing, parking of

vehicles or other obstructions shall be remedied by the property owner at the property owner's sole expense. Any restriction or obstruction not remedied by the property owner within 30 calendar days of written notification from the District may be remedied by the District. The District shall hold the property owner or the owner's legally-authorized representative responsible for any costs incurred by the District in remedying the restriction or obstruction.

Water meters and District-owned water services are generally located within a right-of-way, public utility easement, or dedicated easement to the District. For facilities that are not located within the above and are located on the property owner's private land, each property owner irrevocably licenses the District and its authorized employees and representatives to enter upon the property owner's land at all reasonable times for the purpose of reading, inspecting, testing, checking, repairing, maintaining, or replacing the District's facilities as a condition of receiving water service from the District.

5300.40 Damage to Water Meters and District-owned Water Services

Damage to water meters, District-owned water services and other equipment and facilities such as water meter boxes, valves, water meter setters, or curb stops, shall be repaired or replaced by the District and may be billed to the property owner at the sole discretion of the Assessor/Collector or his or her designee. Property owners shall be notified of damage in writing by the District. Tampering with water meters or other District facilities is a punishable offense under Section 498 of the Penal Code of the State of California.

ATTACHMENT 2
Application for Customer Account



Application for Customer Account

Please return this completed application to Citrus Heights Water District

6230 Sylvan Rd, Citrus Heights CA 95610-5610

PO Box 286, Citrus Heights CA 95611-0286

Fax (916) 725-0345

Voice (916) 725-6873

Email Custserv@chwd.org

Date of Application: _____ Service Start Date: _____ Date Escrow Closed: _____

Service Address: _____

Ownership Information

Please Print Clearly

Owner's Name: Last _____ First _____ M. I. _____

Co-Owner's Name: Last _____ First _____ M. I. _____

Mailing Address: _____
(if different than Service Address)

City _____ State _____ Zip _____

Please indicate, in order of importance, the telephone numbers where you can be reached during normal business hours

Phone 1: _____ Ext: _____

Phone 2: _____ Ext: _____

Phone 3: _____ Ext: _____

Fax: _____

Owner's Place of Work: _____

Co-Owner's Place of Work: _____

Owner's Drivers License #: _____ State: _____

Co-Owner's Drivers License #: _____ State: _____

Previous Account # in District ? _____ Former Address: _____

Certification

By signing this application, we agree to conform to all District ordinances, policies and procedures regarding water services. We understand and agree that water service may be discontinued for violation of these rules and for failure to pay in full the bill for water services by the due dates for each billing period. We have read and understand the following statements regarding service:

1. *The property owner is responsible for all plumbing, equipment and appliances from the point of connection to the District's system, which is typically located at the water meter connection.*
2. *The property owner is responsible for any damage to District equipment and facilities resulting from acts of the owner, tenants, agents, employees, contractors, licensees or permittees.*
3. *The property owner agrees that the District shall not be responsible or liable for damages or injuries resulting from interruption in service, changes in water pressure or quality of water or other unforeseen conditions or circumstances. It is understood that the District offers no guarantees, warranties or assurances regarding utility services and the quality of the water provided.*
4. *The property owner is responsible for maintaining unrestricted and unobstructed access at all times to District water meters and other District equipment and facilities located on their property. Access that is restricted by an obstruction shall be remedied by the property owner at their sole expense. If the property owner fails to remove the obstruction or restriction within 30 calendar days of written notification, the District may remedy the restriction or obstruction and any costs incurred shall be the sole responsibility of the property owner.*
5. *The property owner agrees to pay to the District, all charges and rates for the service provided pursuant to this application, including any costs related to the collection of amounts due. Under the California Water Code (Sections 22284 and 25806), the property owner is responsible for all unpaid amounts owed to the District resulting from service provided to the premises.*
6. *The property owner agrees that tampering with water meters or other District equipment and facilities is a punishable offense under Section 498 of the Penal Code of the State of California.*
7. *The property owner agrees that by applying for or receiving water service from the District, said owner irrevocably licenses the District and its authorized employees and representatives to enter upon the property owner's land at all reasonable times for the purpose of reading, inspecting, testing, checking, repairing, maintaining, or replacing the District's meters, District-owned water services, and water system components.*

I certify that I understand and agree with the above statements regarding water service.

Owner's Signature

Date

Co-Owner's Signature

Date

For use by CHWD only

New Account #: _____

Cycle: _____

Date App Received: _____

App Rcv'd by: _____

SO #: _____

Date of S/O: _____

Mtr Read by: _____

Reading: _____

Date of read: _____

Completed by: _____

Create Bill: _____

Date S/O Completed: _____