

**BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
APRIL 20, 2022 beginning at 6:00 PM**



**PHONE CALL IN: (253) 215-8782
PHONE MEETING ID: 833 3245 9973**

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://us06web.zoom.us/j/83332459973>

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. The meeting will be held at the listed physical location and electronically through the above phone number.

Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

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:

PUBLIC COMMENT:

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-001-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore, Lea Park-Kim
Negotiating Parties: Muhammad Arif
Under Negotiation: Price and Terms of Payment

- b. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-002-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore, Lea Park-Kim
Negotiating Parties: Teresita Kumar, Ashwani Kumar
Under Negotiation: Price and Terms of Payment

- c. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-004-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore, Lea Park-Kim
Negotiating Parties: Dean Eichelmann
Under Negotiation: Price and Terms of Payment

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a. Pursuant to Section 54956.8:
Property: Parcel Number 243-0276-002-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore, Lea Park-Kim
Negotiating Parties: City of Citrus Heights
Under Negotiation: Price and Terms of Payment
- b. Pursuant to Section 54956.8:
Property: Parcel Number 243-0276-003-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore, Lea Park-Kim
Negotiating Parties: City of Citrus Heights
Under Negotiation: Price and Terms of Payment
- c. Pursuant to Section 54956.8:
Property: Parcel Number 243-0276-004-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore, Lea Park-Kim
Negotiating Parties: City of Citrus Heights
Under Negotiation: Price and Terms of Payment
- d. Pursuant to Section 54956.8:
Property: Parcel Number 243-0275-013-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore, Lea Park-Kim
Negotiating Parties: City of Citrus Heights
Under Negotiation: Price and Terms of Payment

CL-3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation pursuant to Government Code, section 54956.9(d)(4):
(one case)

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

April 20, 2022	6:30 PM	Regular Meeting
May 18, 2022	6:30 PM	Regular Meeting
June 15, 2022	6:30 PM	Regular Meeting
August 17, 2022	6:30 PM	Regular Meeting
September 21, 2022	6:30 PM	Regular Meeting
October 19, 2022	6:30 PM	Regular Meeting
November 16, 2022	6:30 PM	Regular Meeting
December 21, 2022	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.



Brittney Moore, Deputy Board Clerk

Dated: April 14, 2022

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
APRIL 20, 2022 beginning at 6:30 PM**



**PHONE CALL IN: (253) 215-8782
PHONE MEETING ID: 833 3245 9973**

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://us06web.zoom.us/j/83332459973>

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.

Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

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 – March 16, 2022 (A)

CC-1b. Minutes of the Regular Meeting – March 16, 2022 (A)

Recommendation:

Approve the minutes of the March 16, 2022 Special and Regular Meetings.

CC-2. Revenue Analysis Report for March 2022 (I)

CC-3. Assessor/Collector's Roll Adjustment for March 2022 (I)

CC-4. Treasurer's Report for March (I)

CC-5. Treasurer's Report of Fund Balances for March 2022 (I)

CC-6. Operating Budget Analysis for March 2022 (I)

- CC-7. Capital Projects Summary for March 2022 (I)
- CC-8. Warrants for March 2022 (I)
- CC-9. Purchase Card Distributions for March 2022 (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. 2022 Water Supply (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Extend Resolution 07-2021 Authorizing Remote Public Meetings (A)

Recommendation:

Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

- CC-18. Discussion and Possible Action to Amend Policy 5700: Records Retention and Destruction and 5700A: Records Retention Schedule (A)

Recommendation:

Amend District Policy 5700: Records Retention and Destruction and District Policy 5700.A: Records Retention Schedule

- CC-19. Discussion and Possible Action to Approve Agreement with All Phase Construction & Engineering, Inc. for the Mesa Verde High School and Carriage Drive Water Main Project (A)

Recommendation:

Accept the bid of All Phase Construction and Engineering, Inc. in the amount of \$728,866.80 and establish a contingency fund in the amount of \$72,888.00 (10%), for a total amount of \$801,774.80. Authorize the General Manager to execute an agreement with All Phase Construction and Engineering, Inc.

- CC-20. 2022 Strategic Plan Update (A)

Recommendation:

Receive and file an update of the 2022 Strategic Plan.

- CC-21. Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Executive Committee Special Election (A)

Recommendation:

Authorize ACWA JPIA Director Representative, David Wheaton to cast a vote for the Special Executive Committee election to be held on May 2, 2022. If Director Wheaton is not available to cast a vote, and CHWD's Alternate Director Riehle is present, the recommended action includes authorizing Director Riehle to cast a vote for CHWD.

PRESENTATIONS:

None

PUBLIC HEARINGS:

None

STUDY SESSION:

None

BUSINESS:

- B-1. Discussion and Possible Action to Call for A November 8, 2022 Election (A)
Recommendation:
Adopt Resolutions 02-2022 (Sacramento County) and 03-2022 (Placer County) calling for a November 8, 2022 election of a Director for a regular 4-year term in Division Two and election of a Director for a regular 4-year term in Division Three.

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

CLOSED SESSION:

None.

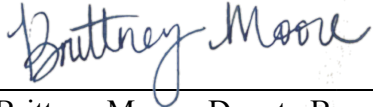
FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

May 18, 2022	6:30 PM	Regular Meeting
June 15, 2022	6:30 PM	Regular Meeting
August 17, 2022	6:30 PM	Regular Meeting
September 21, 2022	6:30 PM	Regular Meeting
October 19, 2022	6:30 PM	Regular Meeting
November 16, 2022	6:30 PM	Regular Meeting
December 21, 2022	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.



Brittney Moore, Deputy Board Clerk

Dated: April 14, 2022

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
March 16, 2022

The Special Meeting of the Board of Directors was called to order at 6:06 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

Steve Anderson, General Counsel
Brittney Moore, Senior Management Analyst/ Deputy Board Clerk
Joshua Nelson, Assistant General Counsel
Melissa Pieri, Director of Engineering/ District Engineer
Hilary Straus, General Manager

Betsy Cline, Consultant
Habib Isaac, IB Consulting, Inc.

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

President Sheehan adjourned the meeting to closed session at 6:07 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Surplus Water

Agency Negotiators: Hilary Straus, Steve Anderson

Under Negotiation: Price and Terms of Payment

There was no reportable action.

CL-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation pursuant to Government Code, section 54956.9(d)(4):
(one case)

There was no reportable action.

CL-3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-001-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson,
Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney
Moore
Negotiating Parties: Muhammad Arif
Under Negotiation: Price and Terms of Payment
- b. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-002-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson,
Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney
Moore
Negotiating Parties: Teresita Kumar, Ashwani Kumar
Under Negotiation: Price and Terms of Payment
- c. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-004-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson,
Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney
Moore
Negotiating Parties: Dean Eichelmann
Under Negotiation: Price and Terms of Payment

There was no reportable action.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:55 p.m.

APPROVED:

Brittney C. Moore
Deputy Board Clerk
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
March 16, 2022

The Regular Meeting of the Board of Directors was called to order at 7:55 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

Bryan Abaya, Principal Information Technology Analyst
Steve Anderson, General Counsel
Brittney Moore, Senior Management Analyst/ Deputy Board Clerk
Jace Nunes, Management Analyst
Lea Park-Kim, Communications & Public Engagement Manager
Melissa Pieri, Director of Engineering/ District Engineer
Alberto Preciado, Accounting Manager
Rebecca Scott, Director of Operations
Sheila Shah, Management Technician
Hilary Straus, General Manager

VISITORS:

Tony Barela, San Juan Water District
Paul Helliker, San Juan Water District

PUBLIC COMMENT:

None

CONSENT CALENDAR:

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

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-1. Minutes of the Special Meeting – February 22, 2022 (A)

Recommendation:

Approve the minutes of the February 22, 2022 Special Meeting.

CC-2. Revenue Analysis Report for January and February 2022 (I)

- CC-3. Assessor/Collector's Roll Adjustment for January and February 2022 (I)
- CC-4. Treasurer's Report for January and February 2022 (I)
- CC-5. Treasurer's Report of Fund Balances for January and February 2022 (I)
- CC-6. Operating Budget Analysis for January and February 2022 (I)
- CC-7. Capital Projects Summary for January and February 2022 (I)
- CC-8. Warrants for January and February 2022 (I)
- CC-9. Purchase Card Distributions for January and February 2022 (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. 2022 Water Supply – Purchased and Produced (I)
- CC-15. Water Supply Reliability for January and February 2022 (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Extend Resolution 07-2021 Authorizing Remote Public Meetings (A)
 - Recommendation:
Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.
- CC-18. Discussion and Possible Action to Approve a Maintenance Services Agreement with Tee Janitorial (A)
 - Recommendation:
Approve the Maintenance Services Agreement with Tee Janitorial; and Authorize the General Manager to Execute the Agreement.
- CC-19. Review and Possible Action to Approve Investment of District Funds Policy (A)
 - Recommendation:
Review District Policy No. 6300, Investment of District Funds, and Adopt as Amended to Reflect Changes in Applicable Law.

ACTION:

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

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

PRESENTATIONS:

P-1. California Water Arrearage Program Update (I/D)

No action taken; information and discussion item only.

P-2. San Juan Water District Update (I/D)

No action taken; information and discussion item only.

PUBLIC HEARINGS:

None.

STUDY SESSION:

None.

BUSINESS:

None.

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

No action taken; information and discussion item only.

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 9:48 p.m.

APPROVED:

BRITTNEY C. MOORE
Deputy Board Clerk
Citrus Heights Water District

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

MARCH 2022

REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,113,867	953,240	178,618	48,889	61,062	127,942

General Ledger Balance	Total
Outstanding A/R	1,205,181.42
Outstanding Liens	-
Outstanding Grants	946
A/R Other	(25,348)
Less Unapplied Payments	(129,560)
Total	\$ 1,051,220

**CITRUS HEIGHTS WATER DISTRICT
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
March 31, 2022**

CC-03

There were no adjustments made for March 2022.

Reason For Cancellation	Charge Type	Amount
		\$ -

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS
MARCH 2022**

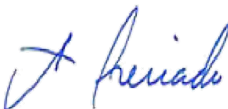
Bank of the West		
Beginning Balance		\$7,035,139
RECEIPTS:	1,646,785	
DISBURSEMENTS:		
Checks Issued / ACH Payments	479,677	
Payroll	638,218	
Returned Checks	2,063	
	1,119,958	526,827
Bank of the West		
Balance per Bank 03/31/2022		7,561,966
Outstanding Checks		(345,236)
Deposit in Transit		249,441
Balance Per Books 03/31/2022		\$7,466,171

RECONCILEMENT:		
Bank of the West		\$7,466,171
Local Agency Investment Fund		14,530,924
Money Mkt Activity Account		544,036
TOTAL BALANCE		\$22,541,131


CASH & INVESTMENT SUMMARY:		
Bank of the West (General Account)		7,466,171
Local Agency Investment Fund		14,530,924
Money Mkt Activity Account		544,036
Total		\$22,541,131

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	0.23%	8,360.62	1/14/2022

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



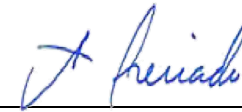
HILARY M. STRAUS
Secretary

Signed: 4/14/2022

TREASURER'S REPORT OF FUND BALANCES

March 31, 2022

Fund Name	Beginning Balance 01/01/2022	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 03/31/2022	2022 Target Balance per Policy
Operating Fund	\$ 6,844,823	\$ 2,437,246	\$ (2,012,866)	\$ 1,646,785	\$ (1,119,958)	\$ 7,796,031	\$ 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	\$ 2,623,173	\$ -	\$ -	\$ -	\$ -	\$ 2,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,725,000	\$ -	\$ -	\$ -	\$ -	\$ 1,725,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 986,962	\$ -	\$ -	\$ -	\$ -	\$ 986,962	\$ 986,962
	<u>\$ 20,640,099</u>	<u>2,437,246</u>	<u>\$ (2,012,866)</u>	<u>\$ 1,646,785</u>	<u>\$ (1,119,958)</u>	<u>\$ 21,591,307</u>	<u>\$ 7,520,786</u>



ALBERTO PRECIADO, Deputy Treasurer

TREASURER'S REPORT OF FUND BALANCES
March 31, 2022

Fund Transfers Summary:

The Operating Fund Transferred: \$ 1,646,785 from funds collected in March 2022 per Treasurer's Report
(1,119,958) disbursements made in March 2022 per Treasurer's Report
\$ 526,827

Citrus Heights Water District
Budget Performance Report
As of 3/31/2022

	March Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance		Annual Budget
				Amount	Percent	
Revenues						
Metered Service Charges	\$1,187,443.63	\$3,014,914.97	\$3,112,173.00	(\$97,258.03)	-3.13%	\$12,448,690.00
Metered Water Deliveries	338,416.89	839,324.13	821,990.00	17,334.13	2.11%	5,799,716.00
Water Main Replacement Revenue	133,921.14	199,079.28		199,079.28	0.00%	
Non-Metered Service Charges		8,850.94	35,001.00	(26,150.06)	-74.71%	140,000.00
Penalties	627.00	1,056.00	21,259.00	(20,203.00)	-95.03%	150,000.00
Interest	1,677.87	13,696.34	11,499.00	2,197.34	19.11%	45,991.00
Backflow Fees	6,956.28	17,761.77	29,001.00	(11,239.23)	-38.75%	116,000.00
Water Service Install & S&R	30,274.93	50,543.12	143,475.00	(92,931.88)	-64.77%	573,900.00
Grant Funds	825.00	132,811.55		132,811.55	0.00%	
Miscellaneous *	1,125.54	14,712.57	36,750.00	(22,037.43)	-59.97%	147,000.00
Cost Reimbursements	4,130.06	10,180.85		10,180.85	0.00%	
Income - Wheeling Water			675.00	(675.00)	-100.00%	2,700.00
Income - Connection Fees	7,459.50	37,297.54		37,297.54	0.00%	
Total Revenue	1,712,857.84	4,340,229.06	4,211,823.00	128,406.06	3.05%	19,423,997.00
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		2,609.43	522,625.66	(520,016.23)	-99.50%	3,135,753.96
Ground Water	93,992.98	119,814.75	198,839.76	(79,025.01)	-39.74%	1,193,038.56
	93,992.98	122,424.18	721,465.42	(599,041.24)	-83.03%	4,328,792.52
Labor & Benefits						
Labor Regular	394,984.82	865,855.52	933,856.17	(68,000.65)	-7.28%	3,735,424.68
Labor Non-Regular						
Labor Taxes	30,374.12	68,356.58	71,104.50	(2,747.92)	-3.86%	284,418.00
Labor Workers Comp			25,025.01	(25,025.01)	-100.00%	100,100.04
Labor External	5,698.50	13,302.44	27,270.03	(13,967.59)	-51.22%	109,080.12
Benefits Med/Den/Vis	38,034.79	164,745.31	128,600.43	36,144.88	28.11%	514,401.72
Benefits LTD/Life/EAP	3,651.21	19,841.46	36,685.62	(16,844.16)	-45.91%	146,742.48
Benefits CalPers	53,858.24	53,864.08	86,845.29	(32,981.21)	-37.98%	347,381.16
Benefits Other	24,018.82	32,178.13	34,414.17	(2,236.04)	-6.50%	137,656.68
Benefit Retiree Expenses	4,239.66	12,718.98	14,779.02	(2,060.04)	-13.94%	59,116.08
Benefit Unemployment			2,308.14	(2,308.14)	-100.00%	9,232.56
Benefit GASB 68		210,532.00	112,293.63	98,238.37	87.48%	449,174.52
Capitalized Labor & Benefit Contra	(62,304.73)	(173,042.35)	(124,999.98)	(48,042.37)	38.43%	(499,999.92)
	492,555.43	1,268,352.15	1,348,182.03	(79,829.88)	-5.92%	5,392,728.12
General & Administrative						
Fees & Charges	13,252.71	26,449.00	60,346.23	(33,897.23)	-56.17%	241,384.92
Regulatory Compliance/Permits		37,919.36	32,872.50	5,046.86	15.35%	131,490.00
District Events & Recognition	3,348.05	5,625.55	15,137.49	(9,511.94)	-62.84%	60,549.96
Maintenance/Licensing	1,475.00	121,043.33	42,681.75	78,361.58	183.60%	170,727.00

Citrus Heights Water District
Budget Performance Report
As of 3/31/2022

	March	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Equipment Maintenance	10,573.58	19,954.07	31,899.99	(11,945.92)	-37.45%	127,599.96
Professional Development	7,492.74	22,739.65	42,457.26	(19,717.61)	-46.44%	169,829.04
Department Admin			4,925.04	(4,925.04)	-100.00%	19,700.16
Dues & Subscriptions	1,166.22	115,899.56	48,417.03	67,482.53	139.38%	193,668.12
Fuel & Oil	7,007.53	14,197.07	16,560.00	(2,362.93)	-14.27%	66,240.00
General Supplies	5,305.65	13,708.39	25,150.02	(11,441.63)	-45.49%	100,600.08
Insurance - Auto/Prop/Liab		67,491.60	28,050.00	39,441.60	140.61%	112,200.00
Leasing/Equipment Rental	5,287.03	7,910.94	8,725.02	(814.08)	-9.33%	34,900.08
Other Agency Cost Reimbursement	(55.35)	(141.22)		(141.22)	0.00%	
Parts & Materials	55,829.94	78,265.21	13,749.99	64,515.22	469.20%	54,999.96
Postage/Shipping/Freight	5,136.84	20,509.76	34,625.01	(14,115.25)	-40.77%	138,500.04
Rebates & Incentives	17,120.54	18,197.43	9,249.99	8,947.44	96.73%	36,999.96
Telecom/Network	3,774.37	8,256.76	12,945.00	(4,688.24)	-36.22%	51,780.00
Tools & Equipment	6,556.60	8,958.40	20,050.02	(11,091.62)	-55.32%	80,200.08
Utilities	4,029.10	8,572.63		8,572.63	0.00%	
Write-Off Bad Debt Exp	5.64	65.64	1,250.01	(1,184.37)	-94.75%	5,000.04
Capitalized G&A Contra	(20,898.98)	(59,481.89)		(59,481.89)	0.00%	
Capitalized Equipment Contra	(53,771.00)	(142,364.14)		(142,364.14)	0.00%	
	<u>72,636.21</u>	<u>393,777.10</u>	<u>449,092.35</u>	<u>(55,315.25)</u>	<u>-12.32%</u>	<u>1,796,369.40</u>
Professional & Contract Services						
Support Services	155,786.08	185,312.26	372,382.47	(187,070.21)	-50.24%	1,489,529.88
Legal Services	15,109.49	22,871.99	71,250.00	(48,378.01)	-67.90%	285,000.00
Printing Services	422.01	6,706.67	12,250.02	(5,543.35)	-45.25%	49,000.08
	<u>171,317.58</u>	<u>214,890.92</u>	<u>455,882.49</u>	<u>(240,991.57)</u>	<u>-52.86%</u>	<u>1,823,529.96</u>
Reserves & Debt Services						
Interest Expense		6,194.79	17,438.56	(11,243.77)	-64.48%	69,754.21
Net Increase(Decrease) in Value of Investments		(37,190.54)		(37,190.54)	0.00%	
		<u>(30,995.75)</u>	<u>17,438.56</u>	<u>(48,434.31)</u>	<u>-277.74%</u>	<u>69,754.21</u>
Total Operating Expenses	<u>1,428,835.06</u>	<u>2,592,792.33</u>	<u>3,352,793.56</u>	<u>(760,001.23)</u>	<u>-22.67%</u>	<u>13,411,174.21</u>
Net Income / (Expense)	<u>284,022.78</u>	<u>1,747,436.73</u>	<u>859,029.44</u>	<u>888,407.29</u>	<u>103.42%</u>	<u>6,012,822.79</u>

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 03/2022

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2021	Month to Date	Year to Date	Project to Date	
C16-134	Auburn Blvd-Rusch Park Placer	\$167,000	\$3,906	\$1,162	\$1,174	\$5,081	\$164,388
C19-108	6230 Sylvan East Wall	\$245,000	\$16,748	\$0	\$0	\$16,748	\$237,347
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$1,676	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Construction in Progress		\$912,000	\$22,330	\$1,162	\$1,174	\$23,505	\$900,059
C22-010	Water Main Replacements	\$50,000	\$0	\$0	\$0	\$0	\$50,000
C22-011	Water Valve Replacements	\$75,000	\$0	\$5,972	\$22,208	\$22,208	\$52,792
C22-012	Water Service Connections	\$825,000	\$0	\$112,892	\$289,840	\$289,840	\$535,160
C22-013	Water Meter Replacements	\$100,000	\$0	\$0	\$6,027	\$6,027	\$93,973
C22-014	Fire Hydrants	\$0	\$0	\$6,556	\$6,556	\$6,556	(\$6,556)
Annual Infrastructure		\$1,050,000	\$0	\$125,420	\$324,631	\$324,631	\$725,369
C15-104B	Document Management System	\$244,639	\$95,361	\$0	\$0	\$95,361	\$239,278
C22-003	Fleet/Field Operations Equip	\$260,000	\$0	\$0	\$89,957	\$89,957	\$170,043
C22-004	Technology Hardware/Software	\$56,650	\$0	\$0	\$0	\$0	\$56,650
Fleet and Equipment		\$561,289	\$95,361	\$0	\$89,957	\$185,318	\$465,971
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,979	\$91	\$0	\$0	\$91	\$24,888
C20-105	Walnut Drive	\$105,247	\$15,283	\$0	\$0	\$15,283	\$101,515
C20-106	Wisconsin Drive	\$301,990	\$42,391	\$0	\$0	\$42,391	\$259,599
C21-101	Antelope & Rusch Park	\$187,741	\$123,724	\$2,418	\$15,104	\$136,410	\$48,913
C21-102	Old Auburn Road	\$91,459	\$1,003	\$0	\$665	\$1,668	\$90,794
C21-103	Pratt Ave	\$39,043	\$46,820	\$1,222	\$1,845	\$48,666	\$37,198
C21-104	Mesa Verde HS	\$118,779	\$49,767	\$153,572	\$187,191	\$236,958	(\$68,412)
C21-105	Madison Ave & Dewey Dr	\$28,138	\$3,147	\$847	\$990	\$4,137	\$27,148
C22-101	Carriage Drive	\$427,104	\$0	\$116,753	\$117,593	\$117,593	\$309,511
Water Mains		\$1,352,257	\$282,227	\$274,812	\$323,388	\$603,197	\$858,931
C21-040	Other City Partnerships	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-040A	Greenback Ln Complete Strts	\$0	\$30	\$9,791	\$14,171	\$14,201	(\$14,171)
C21-040B	Elec. Greenway Bike Trail	\$0	\$1,647	\$0	\$0	\$1,647	\$0
C21-040C	MSR2S Phase4	\$0	\$11,007	\$0	\$0	\$11,007	\$0
C21-040E	Bonita Storm Drain	\$0	\$29,254	\$958	\$958	\$30,212	(\$958)

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 03/2022

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2021	Month to Date	Year to Date	Project to Date	
C21-041	Other Misc Infrastructure	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-041A	Valve Box Raising	\$0	\$32,407	\$8,000	\$8,000	\$40,407	(\$8,000)
C21-041B	Greenback Acquisition	\$0	\$2,159	\$300	\$5,520	\$7,679	(\$5,520)
C22-005	Facilities Improvements	\$100,000	\$0	\$1,972	\$1,972	\$1,972	\$98,028
C22-040	Other City Partnerships	\$100,000	\$0	\$0	\$0	\$0	\$100,000
C22-041	Other Misc Infrastructure	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Miscellaneous Projects		\$525,102	\$76,504	\$21,021	\$30,621	\$107,125	\$494,481
C17-104	Groundwater Well Property Acq	\$640,000	\$370,943	\$0	\$0	\$370,943	\$264,090
C17-104A	Well #7 Patton	\$250,000	\$181,377	\$0	\$24,667	\$206,044	\$43,956
C17-104B	Well #8 Highland	\$0	\$251,862	\$0	\$0	\$251,862	(\$251,862)
C20-107	Well Design & Construction	\$1,105,500	\$0	\$25,076	\$25,076	\$25,076	\$1,080,424
C22-020	Groundwater Well Improvements	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Wells		\$2,145,500	\$804,182	\$25,076	\$49,744	\$853,926	\$1,286,607
Grand Totals:		\$6,546,148	\$1,280,604	\$447,491	\$819,516	\$2,097,702	\$4,731,417

March 2022 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
73107	Kathleen T Dunn Trust	Customer Refund	\$225.00
73108	Helen I Beffa Ayers	Customer Refund	\$58.31
73109	Joanne M Collins Family Trust	Customer Refund	\$67.36
73110	Douglas C/Shirley A Hall	Customer Refund	\$614.66
73111	Samuel M/Christina See	Customer Refund	\$97.76
73112	Korbe Living Trust	Customer Refund	\$60.38
73113	Elber L/Faye E Rutherford	Customer Refund	\$78.42
73114	Milton L Mitchell	Customer Refund	\$24.23
73115	Keith A Wyingner Estate	Customer Refund	\$92.49
73116	James L/Bridget C Rhines	Customer Refund	\$431.76
73117	Oettle 2011 Family Trust	Customer Refund	\$103.00
73118	The Carle-Sirvent Trust	Customer Refund	\$28.36
73119	Michael J Reed	Customer Refund	\$500.00
73120	James E Farrell	Customer Refund	\$109.94
73121	Cliffon W Wake	Customer Refund	\$13.74
73122	Aida/Gerardo Zavala	Customer Refund	\$33.93
73123	Michael D Williams	Customer Refund	\$221.28
73124	Joshua E/Melody R Glass	Customer Refund	\$239.15
73125	J&T Airola Trust	Customer Refund	\$88.75
73126	Matthew/Taylor R Knight	Customer Refund	\$31.66
73127	Thibodeau Family Trust	Customer Refund	\$42.05
73128	NMS Investment Corp	Customer Refund	\$92.60
73129	Opendoor Property Trust I	Customer Refund	\$59.17
73130	Level 5 Builders Inc	Customer Refund	\$1,346.81
73131	Zillow Homes Property Trust	Customer Refund	\$100.52
73132	JAMV Inc	Customer Refund	\$43.72
73133	Opendoor Property J LLC	Customer Refund	\$62.50
73134	ACWA	Dues & Subscriptions	\$4,650.00
73135	Azteca Systems Inc	Maintenance Agreement-Software	\$19,995.00
73136	Bart/Riebes Auto Parts	Repair-Trucks	\$349.30
73137	Jessica Brown	Toilet Rebate Program	\$150.00
73138	California Landscape Associates Inc	Janitorial	\$230.00
73139	Carmichael Chamber	Professional Development	\$25.00
73140	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$7,762.50
73141	Robin Cope	Health Insurance	\$365.96
73142	Cybex	Equipment Rental-Office	\$188.60
73143	Messenger Publishing Group	Publication Notices	\$225.00
73144	Prime Auto Repair	Repair-Trucks	\$156.60
73145	Red Wing Shoe Store	Small Tools	\$275.00

March 2022 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
73146	River City Staffing Group	Temporary Labor	\$1,793.31
73147	Sagent	Contract Services-Other	\$8,926.20
73148	SAWWA	Dues & Subscriptions	\$200.00
73149	SMUD	Utilities	\$25,013.69
73150	Sonitrol	Equipment Rental-Office	\$204.08
73151	State Water Resources Control Board	Dues & Subscriptions	\$60.00
73152	Tee Janitorial & Maintenance	Janitorial	\$2,989.00
73153	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
73154	Verizon Wireless	Telephone-Wireless	\$66.02
73155	West Coast Arborists, Inc	Contract Services-Miscellaneous	\$1,200.00
73156	John R/Vivien S Mitchell	Customer Refund	\$20.29
73157	Clow 2008 Revocable Family Trust	Customer Refund	\$755.24
73158	Joanne M Collins Family Trust	Customer Refund	\$98.24
73159	Laura S Harter	Customer Refund	\$79.24
73160	Steve/Barbara A Burroughs	Customer Refund	\$180.94
73161	Ronald O/Jean E Grider Trust	Customer Refund	\$244.60
73162	Beristain-Durrett Living Trust	Customer Refund	\$213.38
73163	Timothy J Foster	Customer Refund	\$52.81
73164	Robert & Elizabeth Bloom Living Trust	Customer Refund	\$35.72
73165	Justin L Miller	Customer Refund	\$97.63
73166	RLS Funding Inc	Customer Refund	\$100.27
73167	Steven H/Linda F Gurnee	Customer Refund	\$88.36
73168	Amber Carlin	Customer Refund	\$159.11
73169	Timothy/Jenny C Pair	Customer Refund	\$12.53
73170	Diedra D Markiewitz	Customer Refund	\$44.67
73171	Brett R Taake	Customer Refund	\$42.81
73172	Lisa Stubenrauch	Customer Refund	\$12.65
73173	Aleksandr/Liliya Obratsov	Customer Refund	\$130.27
73174	Monica Anne Roper	Customer Refund	\$141.23
73175	Opendoor Property Trust I	Customer Refund	\$33.47
73176	A&A Stepping Stone Manufacturing	Supplies-Field	\$65.68
73177	ABA DABA Rentals & Sales	Supplies-Field	\$65.51
73178	ACWA/JPIA	Workers Comp Insurance	\$92.82
73179	AFLAC	Employee Paid Insurance	\$207.87
73180	All-American Construction, Inc	Contract Services-Engineer	\$8,000.00
73181	AnswerNet	Telephone-Answer Service	\$347.35
73182	AREA Restroom Solutions	Equipment Rental-Field	\$157.03
73183	AUL Health Benefit Trust	Health Insurance	\$2,477.64
73184	Best Best & Krieger	Legal & Audit	\$395.20

March 2022 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
73185	BSK Associates	Water Analysis	\$3,325.00
73186	California Office Furniture	Material	\$1,971.71
73187	Citrus Heights Community Center	Equipment Rental-Office	\$1,183.00
73188	City of Citrus Heights	Permit Fees	\$1,638.00
73189	Consolidated	Telephone-Local/Long Distance	\$1,175.66
73190	County of Sacramento Municipal Services	Field Miscellaneous	\$119.85
73191	Paul Dietrich	Professional Development	\$126.05
73192	Ferguson Enterprises Inc #1423	Material	\$90,629.66
73193	Hunt & Sons Inc	Gas & Oil	\$3,354.68
73194	Iconix Waterworks	Material	\$10,003.36
73195	Void	Void	\$0.00
73196	Integrity Administrators Inc	Health Insurance	\$273.84
73197	Lowe's	Supplies-Field	\$1,285.49
73198	Mason Smith Success Strategies	Contract Services-Financial	\$6,750.00
73199	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$7,992.87
73200	Nor Cal Perlite Inc	Supplies-Field	\$2,213.60
73201	NowSpeed Inc.	Contract Services-Other	\$250.00
73202	Pace Supply Corp	Material	\$7,376.61
73203	Pacific Gas & Electric	Utilities	\$260.20
73204	Prime Auto Repair	Repair-Trucks	\$1,927.15
73205	Quick Quack Car Wash	Maintenance Agreement-Equipment	\$298.30
73206	JP / Karen Redman	Toilet Rebate Program	\$73.46
73207	Republic Services #922	Utilities	\$306.01
73208	River City Staffing Group	Temporary Labor	\$519.80
73209	Scarsdale Security Security Systems Inc	Contract Services-Other	\$331.84
73210	Les Schwab Tires	Repair-Trucks	\$5,786.18
73211	Sheila Shah	Professional Development	\$25.00
73212	Superior Equipment Repair	Repair-Trucks	\$575.07
73213	State Water Resources Control Board	Dues & Subscriptions	\$105.00
73214	United Rentals (North America) Inc	Equipmetn Rental-Field	\$1,446.65
73215	Walker's Office Supplies	Office Expense	\$72.22
73216	WaterWise Consulting, Inc	Contract Services-Conservation	\$2,650.00
73217	Wex Bank	Gas & Oil	\$3,652.85
73218	Wizix Technology Group Inc	Equipmetn Rental-Office	\$14.50
73219	Gordon/Phyllis Cook	Customer Refund	\$385.94
73220	Donald and Kay Carnie Family Trust	Customer Refund	\$25.46
73221	Clow 2008 Revocable Family Trust	Customer Refund	\$110.00
73222	Edward J/Judith A Hoefling	Customer Refund	\$96.91
73223	Linda J Segers	Customer Refund	\$10.83

March 2022 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
73224	Lee Ann Berryessa-Widener	Customer Refund	\$40.27
73225	Nadiya Burmak	Customer Refund	\$7.58
73226	Hieu M Tang	Customer Refund	\$54.16
73227	John D Leggett	Customer Refund	\$166.01
73228	Jason S/Milinda C Lane	Customer Refund	\$32.45
73229	Melissa A Young	Customer Refund	\$90.98
73230	Denise Medina	Customer Refund	\$130.61
73231	Gerri L Trujillo	Customer Refund	\$12.12
73232	Paul/Ashley Van Den Berg	Customer Refund	\$48.97
73233	Robert/Jamie Phelps	Customer Refund	\$130.63
73234	Andrew T/Mariah L Anderson	Customer Refund	\$80.91
73235	Opendoor Property Trust I	Customer Refund	\$103.66
73236	Zillow Homes Property Trust	Customer Refund	\$345.37
73237	Sue O'Donnell	Customer Refund	\$23.36
73238	Nicholas Paul Consulting, LLC	Customer Refund	\$28.30
73239	Alexander's Contract Services	Contract Services- Meter Read	\$8,834.98
73240	Bart/Riebes Auto Parts	Repair-Trucks	\$168.86
73241	BSK Associates	Water Analysis	\$1,003.00
73242	Burketts	Office Expense	\$9.76
73243	California Landscape Associates Inc	Janitorial	\$230.00
73244	Corelogic Information Solutions Inc	Dues & Subscriptions	\$218.55
73245	Grainger	Small Tools	\$345.02
73246	Iconix Waterworks	Material	\$3,620.40
73247	J4 Systems	Contract Services-Other	\$630.00
73248	Kei Window Cleaning #12	Janitorial	\$120.00
73249	Pacific Gas & Electric	Utilities	\$354.97
73250	Alberto Preciado	Continued Education	\$214.04
73251	Protective Life Insurance Company	Disability & Life Insurance	\$2,121.53
73252	Rescue Training Institute Inc	Contract Services-Other	\$75.00
73253	Regional Government Services	Contract Services-Other	\$2,142.00
73254	River City Staffing Group	Temporary Labor	\$519.80
73255	Sierra Safety	Small Tools	\$460.63
73256	Walker's Office Supplies	Office Expense	\$23.27
73257	Sacramento County Dept of Finance Tax Acct	Fees	\$50.00
73258	Bradley E Kluza	Customer Refund	\$14.35
73259	Hrant E Kouyoumdjian	Customer Refund	\$111.61
73260	James R Hurst	Customer Refund	\$9.59
73261	Rick A/Susan K Fischer	Customer Refund	\$142.16

March 2022 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
73262	Bill W Shaw	Customer Refund	\$226.82
73263	Lening Shen	Customer Refund	\$13.24
73264	Guy/Oulai Boerner	Customer Refund	\$131.74
73265	Scott Becker	Customer Refund	\$161.68
73266	Andrew H Pham	Customer Refund	\$145.82
73267	Andrew M Sopinski	Customer Refund	\$54.69
73268	Shanel A Crisanto	Customer Refund	\$19.79
73269	Sherrri/Andrew Hanson	Customer Refund	\$33.34
73270	AIA Services, LLC/NDS	Tools/Equipment	\$1,553.98
73271	AM Conservation Group Inc	Water Conservation-Material/Supplies	\$40.07
73272	AREA Restroom Solutions	Equipment Rental-Field	\$159.76
73273	California Society of Municipal Finance Officers	Dues & Subscriptions	\$50.00
73274	Centerpoint Engineering Inc	Contract Services-Engineering	\$4,250.00
73275	Citrus Heights Water District	Customer Refund	\$56,328.87
73276	Cromer, INC	Repair-Equipment/Hardware	\$997.06
73277	Fast Action Pest Control	Contract Services-Miscellaneous	\$168.00
73278	James G. Ferro	Professional Development	\$164.98
73279	Flowline Contractors, Inc	Contract Services-Engineering	\$15,209.64
73280	Ferguson Enterprises Inc #1423	Material	\$81,247.09
73281	Iconix Waterworks	Material	\$638.51
73282	Imperial Sprinkler Supply	Supplies-Field	\$16,147.08
73283	J4 Systems	Contract Services-Other	\$3,405.00
73284	Kiwanis of Citrus Heights	Continued Education	\$600.00
73285	Messenger Publishing Group	Publication Notices	\$760.00
73286	Nor Cal Perlite Inc	Supplies-Field	\$2,332.56
73287	Pace Supply Corp	Material	\$7,851.42
73288	Regional Government Services	Contract Services-Other	\$6,609.97
73289	River City Staffing Group	Temporary Labor	\$1,039.60
73290	Sagent	Contract Services-Other	\$8,667.38
73291	State Water Resources Control Board	Dues & Subscriptions	\$20.00
73292	A. Teichert & Son, Inc.	Road Base	\$3,359.60
73293	United Rentals (North America) Inc	Equipment Rental-Field	\$1,877.73
73294	Underground Service Alert of Northern Ca/Nevada	Dues & Subscriptions	\$2,188.91
73295	Verizon Wireless	Telephone-Wireless	\$1,422.71
73296	Water Systems Consulting, Inc	Contract Services-Other	\$24,316.41
73297	Wolf Consulting	Contract Services-Other	\$5,500.00
73298	MMANC	Dues & Subscriptions	\$110.00
73299	Citrus Heights Water District	Customer Refund	\$28,918.76
73300	Citrus Heights Water District	Customer Refund	\$12,402.39
73301	Citrus Heights Water District	Customer Refund	\$4,729.07

March 2022 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
73302	ABA DABA Rentals & Sales	Supplies-Field	\$164.08
73303	Hon Hsieh/Pi-Hsuan Su	Customer Refund	\$55.35
73304	Minta M Ricketts	Customer Refund	\$776.88
73305	Jeffrey R/Jill T Swift	Customer Refund	\$156.75
73306	Robin Gravlin	Customer Refund	\$12.49
73307	VLK Investment Inc	Customer Refund	\$116.93
73308	Zillow Homes Property Trust	Customer Refund	\$112.41
73309	Aqua Sierra Controls	Wells Maintenance	\$1,055.00
73310	Bart/Riebes Auto Parts	Repair-Trucks	\$547.92
73311	Best Best & Krieger	Legal & Audit	\$6,635.09
73312	Bender Rosenthal Incorporated	Contract Services-Other	\$8,302.28
73313	California Landscape Associates Inc	Janitorial	\$1,056.00
73314	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$8,379.50
73315	Cybex	Equipment Rental-Office	\$188.60
73316	FP Mailing Solutions	Equipment Rental-Office	\$164.86
73317	Hach Company	Wells Maintenance	\$258.06
73318	J Comm Inc	Contract Services-Other	\$2,500.00
73319	Cynthia A Latham	Toilet Rebate Program	\$150.00
73320	William M Leggett	Toilet Rebate Program	\$150.00
73321	One Print Source & Graphics	Printing	\$197.01
73322	Pirtek Power Inn	Repair-Trucks	\$377.47
73323	Precision Actuarial Inc	Contract Services-Financial	\$4,000.00
73324	Red Wing Shoe Store	Small Tools	\$1,523.14
73325	Regional Government Services	Contract Services-Other	\$46,294.92
73326	River City Staffing Group	Temporary Labor	\$779.70
73327	Sagent	Contract Services-Other	\$26,286.56
73328	Les Schwab Tires	Repair-Trucks	\$276.52
73329	Sonitrol	Equipment Rental-Office	\$204.08
73330	Sylvan Ranch Community Garden	Contract Services-Conservation	\$195.00
73331	Tee Janitorial & Maintenance	Janitorial	\$2,989.00
73332	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
73333	Patricia A Ward	Customer Refund	\$21.10
Total			<hr/> \$683,928.57 <hr/>
ACH	ADP 600550801	Contract Services-Financial	\$10.50
ACH	ADP 600970065	Contract Services-Financial	\$394.05
ACH	ADP 602013718	Contract Services-Financial	\$2,364.63
ACH	BOW FEB 2022	Bank Fee	\$1,440.98
ACH	CA CHOICE APRIL 2022	Health Insurance	\$49,208.98
ACH	CHASE FEB 2022	Bank Fee	\$2,759.17
ACH	IC 1168-2022-2	Bank Fee	\$5,140.40
ACH	ICMA 1/16/22 PAYDAY	Deferred Compensation	\$8,946.65
ACH	ICMA 2/17/22 PAYDAY	Deferred Compensation	\$9,312.62
ACH	ICMA 2/3/22 PAYDAY	Deferred Compensation	\$9,312.62
ACH	ICMA 3/17/22 PAYDAY	Deferred Compensation	\$9,312.62

March 2022 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACH	ICMA 3/3/22 PAYDAY	Deferred Compensation	\$9,312.62
ACH	ICMA 3/31/22 PAYDAY	Deferred Compensation	\$9,412.62
ACH	JP MORGAN FEB 2022	See March Agenda Item CC-9	\$12,361.05
ACH	JP MORGAN FEB 2022 AP	See March Agenda Item CC-9	\$55.86
ACH	MID AMER 2/22-2/28/22	Employee Paid Insurance	\$250.00
ACH	MID AMER 3/1-3/7/22	Employee Paid Insurance	\$307.00
ACH	MID AMER 3/15-3/21/22	Employee Paid Insurance	\$429.47
ACH	MID AMER 3/8-3/14/22	Employee Paid Insurance	\$217.50
ACH	PERS 2/17/22 PAYDAY	PERS	\$23,808.36
ACH	PERS 2/3/22 PAYDAY	PERS	\$32,197.28
ACH	PERS 3/3/2022 PAYDAY	PERS	\$23,957.00
ACH	VALIC 1/20/22 PAYDAY	Deferred Compensation	\$5,171.20
ACH	VALIC 2/17/22 PAYDAY	Deferred Compensation	\$2,912.71
ACH	VALIC 2/3/22 PAYDAY	Deferred Compensation	\$2,862.71
ACH	VALIC 3/17/22 PAYDAY	Deferred Compensation	\$2,912.71
ACH	VALIC 3/3/22 PAYDAY	Deferred Compensation	\$2,912.71
ACH	VALIC 3/31/22 PAYDAY	Deferred Compensation	\$2,912.71
ACH	PERS 1/20/22 PAYDAY	PERS	\$23,747.06
Total			<hr/> \$253,943.79 <hr/>
Grand Total			<hr/> <hr/> \$937,872.36 <hr/> <hr/>

**JP Morgan Purchase Card Distributions
Mar-22**

Name	Dues & Subscription	Professional Development	District Events & Recognition	Parts and Materials	General Supplies	Tools & Equipment	Maintenance/ Licensing	Equipment Maintenance	Other Agency Cost Reimbursement	Total Bill
Park-Kim	\$ 95.00									\$ 95.00
Moore		\$ 72.14	\$ 205.13							\$ 277.27
Shockley	\$ 10.00	\$ 1,340.43	\$ 1,466.60		\$ 457.70	\$ 2,297.02		\$ 58.56	\$ 793.08	\$ 6,423.39
Abaya	\$ 1,726.87			\$ 369.57						\$ 2,096.44
Scott			\$ 166.24							\$ 166.24
Talwar	\$ 3.99		\$ 48.39				\$ 275.00			\$ 327.38
Spiers						\$ 175.55		\$ 1,432.41		\$ 1,607.96
Total Bill	\$ 1,835.86	\$ 1,412.57	\$ 1,886.36	\$ 369.57	\$ 457.70	\$ 2,472.57	\$ 275.00	\$ 1,490.97	\$ 793.08	\$ 10,993.68

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS April 20, 2022 MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : April 4, 2022
 PREPARED BY : Sheila Shah, Management Technician

The following District employees were recognized for perfect attendance during February 2022, and outstanding customer service and quality of work during the month of March 2022.

Administrative Services

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Bryan Abaya	Yes	Assisted staff with troubleshooting unexpected connectivity issues.	
Dana Mellado	Yes		Drafted customer letters for Arrearages Program.
Brittney Moore	Yes		
Lea Park-Kim	Yes		Attended the March WaterSmart in-person class at the Sylvan Ranch Community Garden.
Alberto Preciado	Yes		Helped create a vendor list for a Public Records Act (PRA) request. Presented at March Regular Board Meeting.
Sheila Shah		Assisted with new staff onboarding during an unscheduled staff outage.	Converted District Policies to PDF format.
Kayleigh Shepard		Posted payments to customer accounts for Arrearages Program.	
Beth Shockley	Yes	Assisted staff with compiling documents for PRA request.	

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Desiree Smith	Yes	Posted payments to customer accounts for Arrearages Program. Desiree received two calls from customers who received funds who were emotional in expressing their gratitude for the assistance.	

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes		
Paul Dietrich	Yes		
Timothy Katkanov	Yes		
Neil Tamagni	Yes	On 03/03/22, helped Operations solve a Cityworks issue in an expedient manner.	

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Christopher Bell	Yes		3/13 Sunday / Assisted with emergency water service repair at 5830 Yeoman Way.
James Buford	Yes		
Aaron Cater			3/28 Monday / Successfully completed the addition of a conduit pipe for the high-pressure water line on the VacTron trailer.
Kelly Drake	Yes	3-28 / Received e-mail thanking Kelly for his quick response resolving a water theft issue behind Wal-Mart	
James Ferro	Yes		
Jarret Flink	Yes		
Brian Hensley	Yes		Assisted SJWD with a month-long operational test during the Hinkle Reservoir outage simulation.
Chris Nichols	Yes		Assisted SJWD with a month-long operational test during the Hinkle Reservoir outage simulation.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Jace Nunes	Yes		Presented at the March Regular Board Meeting.
John Spinella	Yes		
Jason Tupper	Yes		Assisted SJWD with a month-long operational test during the Hinkle Reservoir outage simulation.

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
APRIL 20, 2022 MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : April 13, 2022
 PREPARED BY : Brittney Moore, Senior Management Analyst

OBJECTIVE:
 Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA

MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
May 18, 2022					
May 18, 2022		Water Meter Replacement Study	Scott	B	A
May 18, 2022		Agreement with Investment Consultant	Talwar/Preciado	B	A
May 18, 2022		4000 Series Update	Moore	B	A
May 18, 2022		Update on District Wide Easement Project	Pieri/Dawson	P	I/D
May 18, 2022	Annual	Poster Contest Presentation	Scott/Nunes	P/MS	I/D
May 18, 2022		Annual Financial Report	Talwar/Preciado	CC	I/D
June 15, 2022					
June 15, 2022	Every 3 Years	Public Health Goals	Scott/Hensley	B	A
June 15, 2022	Biennial	Resolution Calling for November Election	Moore	B	A
June 15, 2022	Annual	FPPC Form 470	Moore	MS	I/D
June 15, 2022	Annual	Finance Corporation, Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp.	Talwar	B	A
June 15, 2022	Annual	FPPC Conflict of Interest	Moore/Talwar	CC	A
JULY -SUMMER RECESS					
August 17, 2022					
August 17, 2022	Annual	Budget Rate Model Options Workshop	Talwar	P	I/D
September 21, 2022					
September 21, 2022		Agreement with Response Structural Engineers	Pieri	CC	A
September 21, 2022	Annual	Refined Budget Options/Prop 218 Direction	Talwar/Straus	B	I/D
October 19, 2022					
October 19, 2022		ACWA Election -Fall Conference	Moore	CC	A
October 19, 2022	Annual	Misc. Charges and Fees - Proposed	Talwar	B	A
November 16, 2022					
November 16, 2022		Boring and Potholing Agreement	Pieri	CC	A
November 16, 2022	Annual	Cost-of-Living Adjustment to Salary Schedule, Retiree Insurance Benefits, and Directors' Compensation	Moore	B	A
December 21, 2022					
December 21, 2022	Annual	Committee Assignments	Moore	B	A
December 21, 2022	Annual	District Officers	Moore	B	A
December 21, 2022	Annual	Selection of President and Vice President	Straus	B	A
December 21, 2022	Annual	Operating and Capital Budgets	Straus/Dietrich/Scott	B	P/A
December 21, 2022		Election Declaration	Moore	PH	A
December 21, 2022		Oath of Office	Moore	B	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : April 11, 2022
 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 - Pipeline Condition Assessment	Engineering	Director of Engineering and Project Manager	Yes, 06/29/21 (Final Completion Update)	Yes	Pipeline Condition Assessment	Staff preparing a pipeline condition assessment plan for 2022.
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.	Staffing Report approved by Board on 06/16/21. Pre-Architectural Study pending.

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 Perimeter Wall	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	Wall along the east side of District property. 2021 design.	Rezone of properties on hold. Preliminary plans pending.
CAPITAL IMPROVEMENT PROJECT - Skycrest School Water Service Replacement	Engineering	Project Manager and Assistant Engineer	No	Yes	2020 design, 2021 construction.	District to send easement to County for recordation once construction complete. Operations performing construction. 99% Complete.
CAPITAL IMPROVEMENT PROJECT - Walnut Drive Water Service Project	Engineering	Project Manager and Assistant Engineer	No	Yes	2021 design, 2022 construction.	4 of 5 easements acquired. Plans are 100% complete. Anticipate construction to be completed by Operations in Winter 2021/22.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>CAPITAL IMPROVEMENT PROJECT - Mesa Verde High School Water Main Project</p>	<p>Engineering</p>	<p>Project Manager and Assistant Engineer</p>	<p>Yes, 04/20/22 (Anticipate Award of Contract)</p>	<p>Yes</p>	<p>2021 design, 2022 construction.</p>	<p>District received easement from SJUSD. CHWD to notarize once construction is complete.</p> <p>100% Plans prepared and under review.</p> <p>Anticipate Award of Contract at the 04/20/22 Board meeting.</p>
<p>CAPITAL IMPROVEMENT PROJECT - Carriage Dr, Mesa Verde High School to Pratt</p>	<p>Engineering</p>	<p>Project Manager and Assistant Engineer</p>	<p>Yes, 04/20/22 (Anticipate Award of Contract)</p>	<p>Yes</p>	<p>2021 design, 2022 construction.</p>	<p>100% Plans prepared and under review.</p> <p>Anticipate Award of Contract at the 04/20/22 Board meeting.</p>

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 - Antelope - Rusch Park Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2021 construction.	Easement received from Sunrise Recreation & Park District. CHWD send to Recorder's office for recordation. Construction 99% complete.
CAPITAL IMPROVEMENT PROJECT - Old Auburn Road Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2022 design, 2023 construction.	District to begin design.
CAPITAL IMPROVEMENT PROJECT - Pratt Avenue Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 12/15/21 (Award of Contract)	Yes	2021 design, 2022 construction.	Award of contract occurred at the 12/15/21 Board Meeting. Construction started on 04/05/22. 50% Complete.
CAPITAL IMPROVEMENT PROJECT - Madison Ave & Dewey Dr Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2022 design, 2022 construction.	Easement received. Plans 90% complete.

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 Mitchell Village - 7925 Arcadia Dr</p>	<p>Engineering</p>	<p>Director of Engineering and Senior Construction Inspector</p>	<p>Yes, 03/30/20, 04/15/20 (Deferment of Fees)</p>	<p>No</p>	<p>200-300 unit development by Watt Communities.</p>	<p>Project re-started on 7/14/20. Water portion 99% Complete. CHWD sent conditional project acceptance on 01/12/22.</p>
<p>PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch</p>	<p>Engineering</p>	<p>Senior Construction Inspector, Director of Engineering and Assistant Engineer</p>	<p>Yes, 01/20/21 (Deferment of Fees)</p>	<p>No</p>	<p>23 lot subdivision.</p>	<p>District signed plans on 12/04/19. Deferment Agreement signed on 02/11/21. All fees paid. Construction 75% Complete. Construction restarted 08/09/21.</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 12057 Fair Oaks Blvd Fair Oaks Senior Apartments	Engineering	Director of Engineering and Assistant Engineer	No	No	Seniors apartment complex with 42 one bedroom and 68 two bedroom units.	All fees paid on 10/18/21. District signed plans on 10/19/21. Pre-construction meeting occurred on 01/19/22. Awaiting construction.
PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	District received third submittal on 03/10/21 and provided comments on 03/29/21. Awaiting final plans for signature. Plan check fees paid 04/13/21.
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 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Partial redevelopment of Sunrise Village.	Received submittal on 01/19/22. Submitted comments on 02/23/22.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7969 Madison Ave Orchard Apts Storage Units	Engineering	Director of Engineering and Assistant Engineer	No	No	Demolition of tennis courts to make storage unit with sprinkler system.	Payment received for Fees on 04/01/20. District signed plans on 11/23/20. Construction 5% complete.
PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-unit housing complex for low-income and homeless.	All fees paid. District provided punchlist. Construction 99% complete.
PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed memory care facility.	Received schematic plans on 05/08/19. Will-Serve letter sent on 05/20/19.
PRIVATE DEVELOPMENT Livoti Development	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Plan check fees paid. Plans signed on 11/09/21. Awaiting construction.

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 7951 Antelope Rd American River Collegiate Academy</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Commercial Development.</p>	<p>Received third submittal on 02/09/22. District provided comments on 02/28/22.</p>
<p>PRIVATE DEVELOPMENT 8556 Pheasant Ridge Ln Fire Improvements</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Extension of water main, addition of fire hydrant, and fire sprinklers.</p>	<p>All fees paid on 03/11/21. District approved plans on 01/24/22. Awaiting construction.</p>
<p>PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments & Annexation</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes (Resolution adopted for Annexation - 12/16/20)</p>	<p>No</p>	<p>Annexation and proposed apartments.</p>	<p>Annexation fees paid. Adoption of Resolution approving annexation occurred at the 12/16/20 Board Meeting. Received planning level documents on 04/06/21 and District provided comments on 04/13/21.</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 7311 Huntington Square Ln</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>New fire service and domestic water service for additional apartments.</p>	<p>Fees paid 04/29/21. Recorded easement received 08/19/21. Construction 99% complete. Punchlist provided to contractor.</p>
<p>PRIVATE DEVELOPMENT 7078 Auburn Blvd Auburn Heights Townhomes</p>	<p>Engineering</p>	<p>Senior Construction Engineer and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>8 Townhomes on undeveloped property.</p>	<p>Plans signed on 09/20/21. All fees paid as of 11/22/21. Submittals reviewed on 12/9/21. Pre-construction Meeting occurred on 12/7/21. Awaiting construction.</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 8136 Auburn Blvd Self Service Coin Laundry	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of existing building to a self-service coin laundry.	Plan check fees paid. Plans signed on 07/19/21. Awaiting construction.
PRIVATE DEVELOPMENT Talbot Way Citrus Place Subdivision	Engineering	Director of Engineering and Assistant Engineer	No	No	8 lot subdivision	Received second resubmittal on 01/04/22. District provided comments on 03/03/22.
PRIVATE DEVELOPMENT 7311 Hickory Ave Single Family Home	Engineering	Director of Engineering and Assistant Engineer	No	No	Customer requesting water service for a recently split lot.	Verify lot is split prior to initiating new water service.
PRIVATE DEVELOPMENT 7830 Macy Plaza Dr CSL Plasma	Engineering	Director of Engineering and Assistant Engineer	No	No	Tenant Improvements for a medical office.	Received submittal from developer's engineer on 02/17/22. District provided comments on 02/28/22.

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 7527 Linden Ave Multi-duplex</p>	<p>Engineering</p>	<p>Senior Construction Inspector and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>3 duplex complex.</p>	<p>Plans approved on 10/21/21.</p> <p>All fees paid on 10/27/21.</p> <p>Pre-construction meeting occurred on 02/15/22.</p>
<p>CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV</p>	<p>Engineering</p>	<p>Senior Construction Inspector 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>Construction began June 2021.</p> <p>Operations relocated water facilities. 100% complete.</p> <p>Water facilities relocation by contractor 99% complete.</p>
<p>CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Complete Streets Phase 2</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north.</p>	<p>District provided Cost Liability letter on 03/25/21 and the City approved on 01/27/22.</p> <p>District received 95% full submittal on 03/03/22. District provided comments on 04/06/22.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Arcade-Cripple Creek Trail Project	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Bike Trail.	District received Cost Liability letter from the City on 10/09/20. District provided comments on the submittal on 06/10/21. Awaiting construction.
CITY OF CITRUS HEIGHTS PROJECT Greenback Lane Complete Streets	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Road Improvements along Greenback Lane from Sunrise Blvd to Fair Oaks Blvd. Valve Box Adjustments.	City awarded project in early 2022. District performed USA on 03/02/22.
COUNTY OF SACRAMENTO AC Overlay Project SACOG 2022 Phase 1 to 3	Engineering	Director of Engineering and Assistant Engineer	No	No	County of Sacramento Road Improvements along Greenback Lane from Fair Oaks Blvd. to Hazel Ave.	County preparing plans. Awaiting submittal. Sac County requesting a Cost Liability letter.
District-wide Easement Project	Engineering	Director of Engineering, Project Manager and Assistant Engineer	(06/16/21) Award of Contract	Yes	Research and review District facility locations and easements for potential additions/revisions.	Project status meetings to occur bi-weekly. Easement packets 20% complete.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : April 5, 2022
 PREPARED BY : Tim Cutler, Water Distribution Supervisor
 Rebecca Scott, Director of Operations

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	Mar.	2022 YTD		Mar.	2022 YTD
Backflow Maintenance	0	0	C21-010 Water Mainline	0	0
Blow Off Maintenance	0	0	C21-011 Water Valves	1	4
Hydrant Maintenance	20	128	C21-012 Water Services	34	111
Leak Investigation	0	0	C21-013 Water Meters	42	59
Mainline Repair/Maintenance	1	1	C21-014 Fire Hydrants	1	1
Meter Box Maintenance	2	10	C21-103 Pot Hole Main	0	0
Meter Register Replacement	36	101	TOTAL	78	175
Meter Repair/Test/Maintenance	73	77	Water Quality		
Pot Hole Work	1	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	59	214			
Valve Box Maintenance	0	1			
TOTAL	192	535			

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
APRIL 20, 2022 MEETING**

SUBJECT : 2022 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : April 4, 2022
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 : Rebecca Scott, 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	2017	2018	2019	2020	2021	2022				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	%
	Jan	602.52	506.81	531.38	520.86	519.03	575.54	332.65	196.08	528.73	528.73	-73.79
Feb	606.36	443.99	525.73	447.48	589.8	485.17	323.56	281.61	605.17	1,133.90	-74.98	-6.2%
Mar	819.55	546.60	540.78	516.87	654.31	601.02	479.25	295.49	774.74	1,908.64	-119.79	-5.9%
Apr	1,029.73	575.52	646.09	682.90	767.24	1,001.96						
May	1,603.43	1,138.72	1,072.27	977.41	1,168.99	1,277.33						
Jun	1,816.73	1,412.94	1,387.03	1,328.07	1,475.82	1,541.32						
Jul	2,059.21	1,650.76	1,737.13	1,582.40	1,682.83	1,643.73						
Aug	1,924.28	1,570.80	1,583.78	1,603.36	1,660.59	1,538.76						
Sep	1,509.82	1,441.76	1,330.19	1,297.12	1,381.14	1,333.29						
Oct	1,297.42	1,128.97	1,061.88	1,083.17	1,185.00	972.09						
Nov	911.55	631.55	807.7	839.06	779.34	576.37						
Dec	700.94	574.43	558.97	548.17	620.34	536.97						
Total	14,881.54	11,622.85	11,782.93	11,426.87	12,484.43	12,083.55	1,135.46	773.18	1,908.64	1,908.64		
% of Total							59.49%	40.51%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : April 4, 2022
PREPARED BY : Brian Hensley, Water Resources Supervisor
Rebecca Scott, Director of Operations

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of April 1, 2022, storage in Folsom Lake (Lake) was at 587,442 acre-feet, 60 percent of the total capacity of 977,000 acre-feet. This represents a increase in storage of 62,879 acre-feet in the past month.

The District's total water use during March 2022 (774.74 acre-feet) was 5 percent below that of March 2013 (819.55 acre-feet).

The District continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. The District's groundwater production wells: Bonita, 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 available for emergency use.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
STATUS : Information Item
REPORT DATE : April 5, 2022
PREPARED BY : Jace Nunes, Management Analyst

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

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of March 2022 included:
 - Six High Efficiency Toilet (HET) rebates were processed, compared to seven in March 2021.
 - The District is processing High-Efficiency Clothes Washer (HECW) rebates in-house. Zero rebates were processed in March 2022. The District continues to reach out to customers on social media and our website to promote the HECW rebate program.
 - There were 16 smart irrigation controllers installed for customers in March.
- Four Pressure Reducing Valve (PRV) rebates were issued in March.
- Twenty-One reports of water waste were received in March. Staff continues reaching out to customers concerning water waste violations and leak notifications.
- The District holds bi-monthly safety meetings. The March safety meetings covered Slip, Trip & Fall Prevention, Safe Backing for Drivers, Compressed Gas Cylinder Safety, and Hazard Communications.

- The 2022 lineup of WaterSmart classes is below:

Date	Title
Sat., Sept. 10 10-11 a.m.	So You Planted a Garden, Now What? (In-Person at the Sylvan Ranch Community Garden) By Jessy Parker
Sat., Sept. 17 10-11 a.m.	Fall for Native Plants: How to Plant and Cook with the Region's Flora (In-Person at the Sylvan Ranch Community Garden) By Chris Lewis

The April 7th webinar, “Turning Dirt into Gold: How to Build Healthy Soil,” was attended by 35 participants. Of the 32 who answered the CHWD customer poll question, 24 stated that they were CHWD customers (75% customer attendance).

WaterSmart classes from 2021 to present are archived on CHWD’s website and on YouTube, where they can be viewed any time.

- CHWD has three garden plots at the Sylvan Ranch Community Garden featuring water efficient landscaping. CHWD is working with a customer based volunteer “Garden Corps,” who maintains the plots by removing weeds and checking the irrigation system and controller timers.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD for 2022:

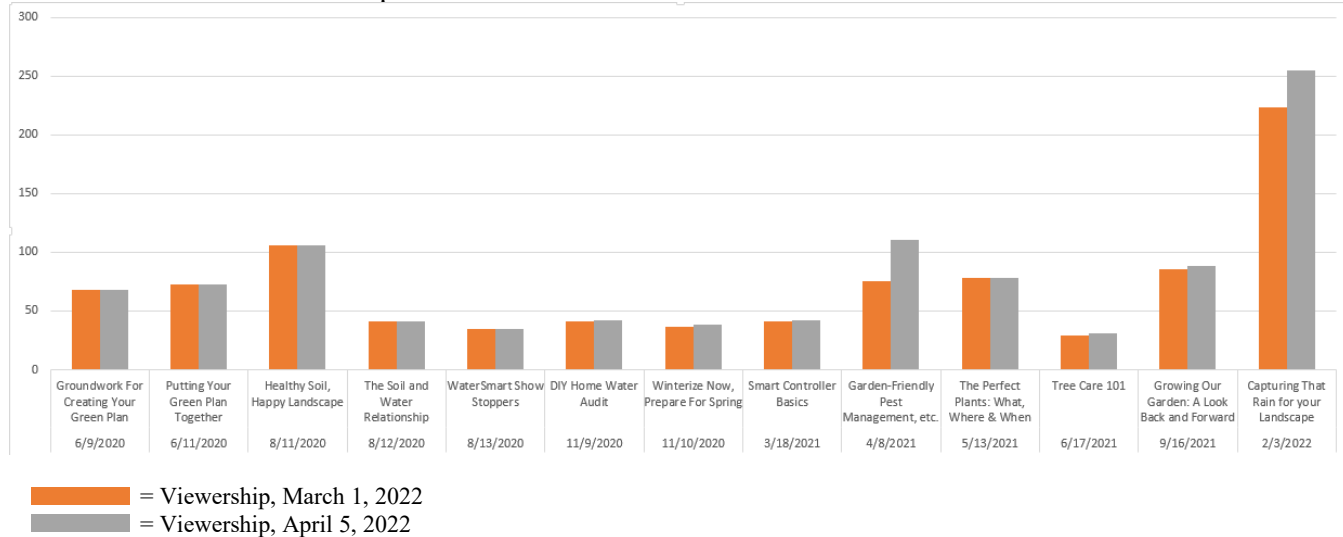
Month	R-GPCD 2021	R-GPCD 2022	% CHANGE
January	84	75	-10%
February	78	85	+8%
March	88	111	+26%

The following table summarizes the service requests and work orders of Water Efficiency staff for March 2022:

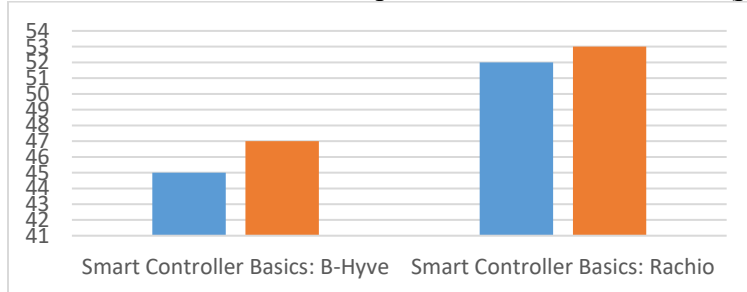
Work Orders	Mar 2022	Mar 2021
CHANGE TOUCH-READ TO RADIO READ	0	0
CONVERT TO RADIO-READ METER	7	8
METER BOX MAINTENANCE	2	0
METER REPAIR	0	0
METER REPLACEMENT	0	2
METER TESTING	0	0
REGISTER REPLACEMENT	29	18
RADIO-READ REGISTER REPLACEMENT	8	7
INSTALL METER	42	16
TOTAL	88	51

Service Requests	Mar 2022	Mar 2021
CONSERVATION REQUEST	21	15
CHECK FOR LEAK	1	0
UNABLE TO OBTAIN METER READ	37	65
TRIM SHRUBS	8	39
METER BURIED	18	29
METER MAINT.	45	38
LOCKED GATE	7	4
RE-READ METER	7	18
READ METER	1	0
METER BOX MAINT.	1	1
MOVE-IN/MOVE-OUT	1	6
CAR OVER METER	18	35
TOTAL	165	250

WaterSmart Class Viewership



Standalone Video Viewership: Smart Controller Basics (published March 18, 2021)



■ = Viewership, March 1, 2022
■ = Viewership, April 5, 2022

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO EXTEND RESOLUTION 07-2021
AUTHORIZING REMOTE PUBLIC MEETINGS

STATUS : Action Item

REPORT DATE : March 28, 2022

PREPARED BY : Brittney Moore, Senior Management Analyst
Susan Talwar, Director of Finance and Administrative Services
Joshua Nelson, Assistant General Counsel

OBJECTIVE:

Consider extending Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

BACKGROUND AND ANALYSIS:

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

On October 20, 2021 CHWD Board of Directors adopted Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors consistent with the requirements of AB 361. CHWD Board of Directors voted 3-0 to extend Resolution 07-2021 at its November 17, 2021, December 15, 2021, and January 19, 2022 Regular Meetings, and at the February 22, 2022 Special Meeting. The Board most recently voted on another extension of Resolution 07-2021 at the March 16, 2022 Regular Meeting.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. The findings need not be in the form of a resolution, but a resolution is helpful in formalizing these findings.

Because the Board meets regularly on the third Wednesday of each month, it is possible that more than thirty days may elapse between consecutive meetings. AB 361 is silent as to whether special meetings are required on a more frequent basis to keep up with the thirty-day renewal of findings requirement, although scheduling such meetings would ensure strict compliance. Alternatively, if the Board does not meet within thirty days after its prior meeting, the Board should make its renewed findings at the beginning of its next meeting prior to any other action or discussion. If the Board wishes to continue meetings remotely, staff recommends the Board extend Resolution 07-2021 by motion, and continuously consider this Resolution as a monthly consent calendar item while there is a declared state of emergency, or until state and local orders aimed at containing the COVID-19 virus are rescinded.

RECOMMENDATION:

Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

ATTACHMENT:

Resolution No. 07-2021 Resolution of the Board of Directors of the Citrus Heights Water District
Authorizing Remote Public Meetings

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 07-2021

RESOLUTION OF THE BOARD OF DIRECTORS
OF CITRUS HEIGHTS WATER DISTRICT
AUTHORIZING REMOTE PUBLIC MEETINGS

WHEREAS, CITRUS HEIGHTS WATER DISTRICT (“CHWD”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of CHWD’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in CHWD’s meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor’s executive orders, CHWD has been permitting virtual participation in meetings during the pandemic in the interest of protecting the health and safety of the public, staff, and Directors; and

WHEREAS, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in CHWD, specifically, a state of emergency has been proclaimed related to COVID-19, State and Sacramento County officials are recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

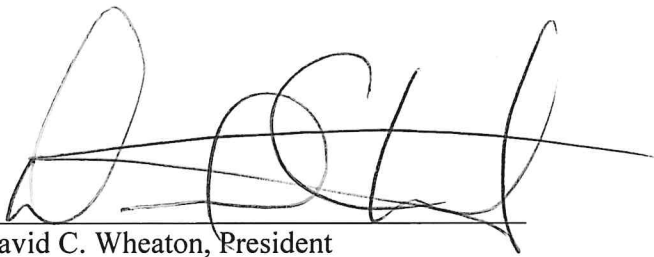
Section 2. Remote Teleconference Meetings: Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials in Sacramento County have recommended measures to promote social distancing in connection with COVID-19, including indoor mask recommendations and minimum recommend distance between attendees; and (3) due to the COVID-19 emergency, the transfer of novel coronavirus from person-to-person, and the associated risk of serious illness or death from COVID-19, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Board authorizes staff to conduct remote teleconference meetings of the Board of Directors and other CHWD legislatives bodies under the provisions of Government Code Section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect October 20, 2021, and shall be effective for 30 days or until this Resolution is extended by a majority vote of the Board of Directors in accordance with Section 4 of this Resolution.

Section 4. Extension by Motion. The Board of Directors may extend the application of this Resolution by motion and majority vote by up to thirty days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED, APPROVED, AND ADOPTED this 20th day of October, 2021.

AYES:
NOES:
ABSENT:
ABSTAINED:



David C. Wheaton, President

ATTEST:



Brittney Moore, Deputy Board Clerk

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 REGULAR MEETING

SUBJECT : Discussion and Possible Action to Amend Policy 5700: Records Retention and Destruction and 5700A: Records Retention Schedule (A)
 STATUS : Action Item
 REPORT DATE : March 28, 2022
 PREPARED BY : Brittney Moore, Senior Management Analyst

OBJECTIVE:

Consider amending District Policy 5700: Records Retention and Destruction and 5700A: Records Retention Schedule as presented.

BACKGROUND AND ANALYSIS:

On October 18, 2017 Resolution 11-2017, establishing a Records Retention Policy was adopted by CHWD Board of Directors, after a need to update the District’s Records Retention Schedule was identified as part of the 2017 Strategic Plan. Staff selected Gladwell Governmental Services, Inc., an expert in local government records, who has assisted over 100 California municipal governments with their records management, records retention and/or document imaging programs, including many special districts, cities, and county agencies. Gladwell Governmental Services developed and updated CHWD’s records retention schedule.

Updates to Policy 5700.A: Records Retention Schedule were last approved by the CHWD Board of Directors at the April 21, 2021 Regular Meeting. Major Highlights included:

- **District-Wide:** Added “staff videoconference chats, notes and recordings” to CW-031 - Correspondence – Transitory / Preliminary Drafts (When No Longer Required)
- **Clerk of the Board:** Added additional descriptions for COB-030 (Statement of Facts)
- **Engineering, Project Management:** Added new Environmental / CEQA / NEPA Correspondence and internal staff notes (required to be retained until completion of the CEQA process – by new case law)
- **Finance / Customer Service:** Billing for Potable Water Service – many new records series and retention requirements related to delinquencies, discontinuations and appeals
- **Human Resources:** New Law - COVID-19 Notifications to Employees (3-year retention)

As an ongoing effort to ensure the District’s retention schedules reflect current changes in law, and are consistent with best practices of other public agencies, Gladwell Governmental Services, Inc. completed an annual legal review and updates for 2022.

Below are the major highlights of this year’s changes in law:

Engineering

- EN-002.1 Environmental / CEQA Correspondence and Staff Notes – Retention Schedule updated to retain documents for an additional 180 days from a Project Approval or Denial date. This change relates to case law from 2021(Golden Door Properties, LLC. V. Superior Court of San Diego County)

Finance:

- FN-027.1 W-9's Retention – IRS requirement to retain documents until the Vendor is Inactive + 3 years

Human Resources:

- HR-003: Recruitment Files are now required to be retained for 4 years (from 3 years)

While CHWD's Chief Board Clerk maintains overall responsibility for policy issues and management of CHWD's records retention program, the program's implementation is a shared responsibility. The proposed retention schedules for CHWD were reviewed by all department heads. CHWD's retention schedules provide clear, specific record descriptions and retention periods, and apply current law and technology to the management of agency records. By identifying which department or division is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, CHWD will continue to realize significant savings in labor costs, storage costs, increase filing cabinet and office space, and achieving operational efficiencies.

RECOMMENDATION:

Amend District Policy 5700: Records Retention and Destruction and District Policy 5700.A: Records Retention Schedule

ATTACHMENT:

1. Revised Draft Policy 5700 – Records Retention and Destruction
2. Revised Draft Policy 5700.A – Records Retention Schedule

ACTION:

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

ATTACHMENT 1
**Revised Draft Policy 5700 – Records Retention and
Destruction**

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : OPERATIONS
POLICY TITLE : RECORDS RETENTION AND DESTRUCTION
POLICY NUMBER : 5700
DATE ADOPTED : MARCH 18, 1997
DATE AMENDED : ~~APRIL 20, 2022~~ ~~NOVEMBER 19, 2014~~
AMENDMENTS : (1) MARCH 7, 2000; (2) ~~NOVEMBER 19, 2014~~
AUTHORITY : GOVERNMENT CODE SECTIONS 34090, 53921, 60200-60203;
EVIDENCE CODE SECTION 1551

5700.00 RECORDS RETENTION AND DESTRUCTION

The District shall establish and implement a Records Management Program to support its operations, to ensure the preservation of vital records, and to ensure compliance with applicable statutes regarding public agency records. A Records Retention and Disposal Schedule, included as Appendix A to this Policy, shall be established and implemented to ensure that records are retained for the period prescribed by law, and that records no longer required by the District for legal or operational purposes are destroyed.

5700.01 Preparation, Review and Amendment of the Schedule

The Records Retention and Disposal Schedule shall be prepared under the direction of the General Manager, and reviewed by District Legal Counsel to ensure compliance with applicable statutes. The Schedule shall be reviewed every five (5) years or more often as necessary to ensure that retention periods continue to meet statutory requirements and that retention and destruction schedules continue to support the operational needs of the District.

5700.02 Implementation of the Records Management Program

The Records Management Program shall be implemented under the direction of the General Manager. Primary day-to-day responsibility for implementing and maintaining the Program is delegated to the ~~District's Assistant~~ General Manager's designee.

5700.03 Definitions

The following definitions shall apply to terms used within this Policy:

Records: Includes documents, pictures, video recordings, audio recordings, books, paper, microfilm, computer printouts, and computer disks, drives or tapes.

Permanent Records: All records specified with the Records Retention Schedule for "Permanent" or "Perm" retention, including: records relating to real property; the minutes, resolutions and ordinances of the Board of Directors; court and legal records; personnel files; plans, records and maps of the distribution system; and Health Department records.

Life: Refers to the active life of the record in question. The active life of the record has ended when the purpose or activity for which the record was established ceases to exist. For example, the "life" of a vehicle maintenance record is the duration of time that the District owns and maintains the vehicle. In this example, a retention period of "Life + 1" means that the record will be retained for one year beyond the date where the District no longer owns the vehicle.

5700.10 Retention of Records

Criteria used to determine the need to retain a record include: statutory requirements; the function and purpose of the record; the information content; the use of the record; and the uniqueness of the record (whether the information in the record exists elsewhere). In general, records should be retained for a minimum of two (2) years (Government Code §34090(d)). However, specific state and federal laws may require longer, or shorter, retention periods. The following records are some specific exceptions to the two-year retention period.

5700.11 Permanent Records

Permanent records are kept indefinitely as described in Government Codes §60200-60203. The following records are defined as permanent under this policy:

- a) Records affecting the title to real property, or liens.
- b) The minutes, resolutions and ordinances of the Board of Directors.
- c) Court/legal records.
- d) Individual employee personnel files.
- e) Pipelines (as-built and operation).
- f) Plans and Specifications.
- g) Health Department records.

Changes in statutory requirements may revise existing authorizations to destroy records, or may authorize destruction of records previously prohibited.

5700.12 Records Reproduced in Another Media

A record may be destroyed before the two (2) year period if the record is ~~microphotographed~~micro photographed; reproduced by electronically recorded video images on magnetic surfaces; recorded in the electronic data processing system; recorded on optical disk, reproduced on film; or other medium. Records reproduced in any of these media must have no permanent additions, deletions, or changes to the original documents, and must be fully legible and accurate. The records must also be fully accessible for public reference as the original records (Government Code §34090.5(c)). A true copy of archival quality of the reproduction must be kept in a safe and separate place for security reasons. A Microfilm Certificate of Authenticity shall be produced at the beginning and ending of each file on magnetic or other medium (Evidence Code §1551).

5700.13 Audit Records

All records required for a financial audit must be retained for a period of seven (7) years and must have been properly audited prior to disposal or destruction.

5700.14 Bonds and Payment Coupons

Bonds and payment coupons that are paid or canceled may be destroyed after a retention period of seven (7) years upon approval by the Treasurer.

5700.20 Destruction and Disposal of Records

Destruction of records shall be in accordance with the Records Retention and Disposal Schedule, as authorized by the General Manager or ~~his/her~~ designee. The following methods of destruction shall apply in the absence of any specified method in the Schedule.

5700.21 Financial/Fiscal Records

Financial/Fiscal records shall be destroyed by cremation or shredding.

5700.22 Confidential Records

Records of a confidential nature shall be destroyed by cremation or shredding.

5700.23 Other Records

Other records whose destruction methods are not specified in the Records Retention and Disposal Schedule, or not otherwise specified in the preceding sections of this Policy, may be disposed of by recycling or other non-destructive means. The General Manager or ~~his/her~~ designee shall determine the appropriate method of destruction and disposal, within the requirements and guidelines set forth in this Policy.

ATTACHMENT 2
Revised Draft Policy 5700.A – Records Retention
Schedule

HOW TO USE RETENTION SCHEDULES

©1995-2021 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

A legend explaining the information presented in the retention schedule has been printed on the back of each page for your easy reference; an index to locate records is also provided.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and a computer file on a hard drive, both records should be destroyed (or erased) after the specified period of time has elapsed.

Copies or duplicates of records should never be retained longer than the prescribed period for the original record.

STRUCTURE: DISTRICTWIDE, DEPARTMENTS & DIVISIONS

The District-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the original record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the District-wide retention schedule. An index will be provided for your reference.

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the District with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the District
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the District Clerk.

AUTHORIZATION TO DESTROY RECORDS:

Destruction of an original record that has exceeded its retention period must be authorized according to District Policies & Procedures prior to destroying it.

- If there is a **minimum** retention ("**Minimum 2 years**"), destruction of the document must be authorized before it is destroyed, as it is an original record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft / transitory record or a copy.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).**"

RECORDS RETENTION SCHEDULE LEGEND

©1995 – 2021 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

OFR (Office of Record): The department that keeps the original or “record copy.” Usually it is the department that originates the record, unless the item is for a Board of Directors meeting (then it is the Board Secretary.)

Records Description: The record series (a group of like records).

Transitory Records not retained in the ordinary course of business, that do NOT have substantive content: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a “trusted system”, etc.

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active: How long the file remains in the immediate office area (*guideline*)
Inactive: How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)
Total Retention: The total number of years the record will be retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

P = Permanent

Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) – the form of the record:
Mag = Computer Magnetic Media (hard drive, disks, tapes, USB Drives, thumb drives, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper
OD = Optical Disk, CD-r, DVD-r, WORM, or other **media** which **does not allow changes**

Scan / Import (*guideline*):
“S” indicates the record should be scanned into the document imaging system;
“I” indicates the record should be electronically imported into the document imaging system;
“M” indicates the record should be microfilmed

Destroy Paper after Imaged & QC'd / Trustworthy Electronic Record: “Yes” indicates the paper version may be destroyed **IF** the document has been imaged (electronically generated, scanned or imported **and** placed on **Unalterable Media – DVD-R, CD-R, or WORM, or microfilmed**), and both the images and indexing Quality Checked (“QC’d”). The electronic record or image must contain all significant details from the original and be an adequate substitute for the original document for all purposes, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)

CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)

B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC: Public Resources Code
USC: United States Code (US)

CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

INDEX – RECORDS RETENTION SCHEDULES

Abbreviations:

DW – District Wide

COB – Clerk of the Board

ENG – Engineering, Project Management

FIN – Finance, Customer Service

GM – General Manager

HR – Human Resources

OPS – Operations

WE – Water Efficiency

1095-C.....	HR-1
1099s, 1096s	FIN-5
941 Forms, DE-7, DE-9 DE-43, W-3, & DE-166, IRS 5500 Forms (Employee Benefit Plans) - Quarterly Payroll Tax Returns	FIN-11
A	
Aboveground Storage Tanks (Agency Owned)	OPS-1
Accident or Damage Reports (copies).....	DW-1
Accounts Payable (copies).....	DW-1
Accounts Payable Source Records (Invoices, Receivers, Credit Card Rec Statements, etc.)	FIN-5
Accounts Payable	FIN-5 – FIN-5
Accounts Receivable / Customer Service.....	FIN-7 – FIN-9
Acquisition of other Districts	COB-3
Acquisition or Sale: Deeds, Easements, Rights of Way, etc.	COB-5
Administration, Operations	OPS-1 – OPS-4
Administrative Correspondence	DW-2

Retention Schedule Index – Citrus Heights Water District

Administrative Files, Chronological Files, Communications, General Files, Letters, Memorandums, Miscellaneous Reports	DW-3
Aerials	E-1
Affidavits of Postings and Publications	COB-4
Affidavits of Postings and Publications	COB-4
Affirmative Action Complaints – Department of Fair Employment and Housing (DFEH) or EEOC.....	HR-1
After Action Reports - Emergency Exercises / Drills	WE-2
Agenda Staff Reports – District Board of Directors.....	COB-1
Agendas & Agenda Packets – District Board of Directors	COB-1
Agendas, Agenda Packets (copies)	DW-1
Agreements & Contracts - INFRASTRUCTURE - Engineering, JPAs, etc.....	COB-1
Agreements & Contracts - NON INFRASTRUCTURE - Administration & Operations - Equipment Purchases, Consulting	COB-2
Agreements & Contracts (copies).....	DW-1
Agreements & Contracts – Administrative Records.....	DW-2
Agreements & Contracts: Political & Outside Jurisdictions	COB-2
Alcohol Testing	HR-3
Annexations / Boundary Changes	E-1
Applications for Employment or Resumes – Recruitment Files	HR-1
Appointments / Resignations	COB-3
Appraisal Reports ALL (Whether Purchased or Not)	E-5
AQMD Monitoring	OPS-1
As Built Drawings.....	E-2
Asbestos Disposal - Chain of Custody	OPS-1
Assessment Districts / CFDs	E-5
Association Records (External Associations – e.g. ACWA).....	DW-2
Association Records (external associations - e.g., ACWA, etc.)	COB-3
Associations, Commissions, & Boards: External Organizations	DW-2
Auction / Disposal / Sales / Surplus Fixed Assets	FIN-3
Audit Annual Reports / Audited Financial Statements / Comprehensive Annual Financial Report (CAFR)	FIN-1
Audit Management Letters / Audit Reports	FIN-1
Audit Reports	FIN-1
Audit Work Papers	FIN-1
Audited Financial Statements / Comprehensive Annual Financial Report (CAFR) with Audit Management Letters	FIN-1
Audits - Single Audits.....	FIN-1
Audits (Conservation Inspection Results, Evaluations, Landscape, etc.)	WE-1
Availability Letters	E-6

Retention Schedule Index – Citrus Heights Water District

B

Backflow Testing / Cross Connection OPS-5
Bank Deposit Receipts FIN-10
Bank Reconciliation FIN-1
Bank Signature Cards FIN-10
Bank Statements / Checking Account Reconciliation FIN-1
Bankruptcies FIN-7
.....
Beneficiary Files / FSA Files (Binders) HR-2
Benefit Files, Retirement HR-5
Benefit Plans / Insurance Policies (Health, Dental, Deferred Compensation, Pension, etc.) HR-3
Bids, Unsuccessful..... DW-2
Billing Database FIN-8
Billing: COBRA and Retiree Medical FIN-10
Billing: Separated Employee Loans (Educational Reimbursement, etc.) FIN-10
Board of Directors Minutes..... COB-4
Boards: External Organizations DW-2
Bond Registers FIN-1
Bonds / Certificates of Participation / Transcripts / Disclosure Reports FIN-2
Bonds Issue Records..... FIN-2
Bonds, Performance / Surety E-4
Boundary Changes E-1
Brochures, Manuals & Reports DW-6
Budgets (copies) DW-2
Budgets: Adopted FIN-2
Budgets: Proposed, Work Papers, Drafts, etc. FIN-2
Business Plans / Hazardous Materials Inventory / Disclosures (for Local Fire Authorities / Districts) OPS-1

C

CAFR with Audit Management Letters / Audit Reports FIN-1
Calendars, Checklists, e-mail, invitations, instant messaging, logs, mailing lists, meeting room registrations DW-4
Call Sheets / Standby Calls OPS-1
Cal-OSHA Inspections & Citations WE-2
Cal-OSHA Log 200, 300, 300A, 301, etc. HR-2
Cancelled Checks FIN-5
Cancelled Payroll Checks, Including Voided copies for Automatic Deposits FIN-10

Capital Improvement Project Administration.....	E-4
Capital Improvement Project Files.....	E-3
Cash Management.....	FIN-10
Cash Receipts	FIN-10
Cash Reconciliation	FIN-2
Categorical Exemptions (EIRs, etc.).....	E-1
CEQA / NEPA Documents (EIRs, etc.).....	E-2
CEQA / NEPA – Staff Correspondence and Notes.....	ENG-1
Certificate of Election	COB-3
Certificates of Participation / Transcripts / Disclosure Reports (Bonds)	FIN-2
Certified Payroll – Agreements & Contracts	DW-2
Certified Payrolls.....	E-4
CFDs / Assessment Districts	E-5
Chains of Custody: Bacteriological and Organics	OPS-5
Chains of Custody: Chemical	OPS-5
Chains of Custody: Lead & Copper	OPS-5
Changes to System or Meters - ALL FINAL RECORDS	E-2
Chart of Accounts	FIN-3
Chats, Notes, Recordings - Staff Videoconference	CW-4
Check Copies / Cancelled Checks	FIN-5
Check Registers.....	FIN-5
Checklists, e-mail, invitations, instant messaging, logs, mailing lists, meeting room registrations	DW-4
Checks deposited to Bank	FIN-7
Chemical Use Report Form - MSDS / SDS Masters (Material Safety Data Sheets / Safety Data Sheets)	OPS-3
Chronological Files, Communications, General Files, Letters, Memorandums, Miscellaneous Reports	DW-3
CIP (Capital Improvement Project Files)	E-3
CIP Project Administration	E-4
Claims / Litigation (copies)	DW-2
Claims, Risk Management	HR-6
Classes, Sign-in Sheets	WE-1
Classification & Compensation Studies / Surveys	HR-2
Clippings / Newspaper Clippings	DW-2
CMMS DATABASE - Meter Installation, Repair, Replacement	WE-1
COBRA and Retiree Medical	FIN-10
Collection Agency Assignments / Write Offs	FIN-7

Retention Schedule Index – Citrus Heights Water District

Comment Letters: No Comment, Non-Interference Letters to City or County for their proposed projects	E-2
Commercial Vehicle Prestarts and Forklift Inspections	OPS-5
Commissions, & Boards: External Organizations	DW-2
Committees, Task Forces, Associations, Commissions, & Boards: External Organizations	DW-2
Communications, General Files, Letters, Memorandums, Miscellaneous Reports	DW-3
Compensation Studies / Surveys	HR-2
Complaints: Odor / Taste / Visual Complaint	OPS-5
Comprehensive Annual Financial Report (CAFR) with Audit Management Letters / Audit Reports	FIN-1
Concerns / Customer Complaints: Odor / Taste / Visual Complaint	OPS-5
Confined Space Entries / Hot Work Permits	OPS-1
Conservation Inspection Results, Evaluations, Landscape, etc.	WE-1
Conservation Violation Notices	WE-1
Contracts - INFRASTRUCTURE - Engineering, JPAs, etc.	COB-1
Contracts - NON INFRASTRUCTURE - Administration & Operations - Equipment Purchases, Consulting	COB-2
Contracts – Administrative Records	DW-2
Contracts & Agreements (copies)	DW-1
Contracts & Benefit Plans / Insurance Policies (Health, Dental, Deferred Compensation, Pension, etc.)	HR-3
Contracts for Employees (Consultants / Contractors).....	HR-2
Contracts: Political & Outside Jurisdictions	COB-2
Copies or Duplicates	DW-3
Corrective Actions, Notice to Comply – ALL	OPS-2
Correspondence – Agreements & Contracts	DW-2
Correspondence – CEQA Environmental Determinations	ENG-1
Correspondence – Regulatory Agencies	DW-3
Correspondence – Routine, Including Customers (Letters, e-mails, Memorandums, etc.).....	DW-3
Correspondence – Transitory / Preliminary Drafts	DW-4
Correspondence with Regulatory Agencies	E-2
Cost of Construction	E-4
COVID-19 Notifications to Employees.....	HR-2
Credit Card Slips (Signed by Employees)	DW-4
Credit Card Statements.....	FIN-5
Cross Connection	OPS-5
Customer Advisory Committee (CAC)	E-2
Customer Billing Database	FIN-8
Customer Complaints: Odor / Taste / Visual Complaint	OPS-5

Retention Schedule Index – Citrus Heights Water District

Customer Concerns / Customer Complaints: Odor / Taste / Visual Complaint	OPS-5
Customer Correspondence, Appeals, etc. (letters from and to customers)	FIN-7
Customer Deposits	FIN-10
Customer Information System / Field Memos / Service Orders / Service Tracker CMMS DATABASE	OPS-2
Customer Information System / Field Memos / Service Orders / Service Tracker - All Information Entered in CMMS Database	OPS-2
Customer Invoices / Customer Billing Database	FIN-8
Customer Refunds & Backup	FIN-5
Customer Service / Changes to System or Meters - ALL FINAL RECORDS	E-2
D	
Daily Safety Checks / Pre-Starts / Commercial Vehicle Prestarts and Forklift Inspections	OPS-5
Damage Reports (copies)	DW-1
DE-6 & 941 Forms DE-6 & 941 Forms, DE-7, DE-9 DE-43, W-3, & DE-166, IRS 5500 Forms	FIN-11
Deeds	E-2
Deeds, Easements, Rights of Way, etc.	COB-5
Department of Fair Employment and Housing (DFEH) or EEOC Complaints	HR-1
Deposit Receipts	FIN-10
Deposits, Customer	FIN-10
Design Drawings	E-2
Destruction Authorization Forms	COB-5
DFEH or EEOC Complaints	HR-1
Diaries - Water Distribution (Some contain As-built drawings)	OPS-5
Direct Deposits / Lock Box & Backup (Images, Stubs & Deposit Tickets)	FIN-8
Direct Payment Applications	FIN-8
Director's Handbook (Policy)	COB-3
Discharges: Main Breaks, Spills, Investigations and Corrective Actions, Notice to Comply – ALL	OPS-2
Disclosure Reports (Bonds)	FIN-2
Disclosures (for Local Fire Authorities / Districts)	OPS-1
Discrimination Grievances	HR-1
Disposal / Sales / Surplused Fixed Assets	FIN-3
District Benefit Contracts & Benefit Plans / Insurance Policies (Health, Dental, Deferred Compensation, Pension, etc.)	HR-3
District Board of Directors - Agendas & Agenda Packets	COB-1
District Formation Records	COB-3
DMV Pull Notices	HR-3
Drafts & Notes	DW-5
Drawings, Large Format, As-Built, Record Drawings	E-3

Retention Schedule Index – Citrus Heights Water District

Drug & Alcohol Testing	HR-3
Duplicates or Copies	DW-3
E	
Easements, Rights of Way, & Recorded Grant Deeds	E-2
Easements, Rights of Way, etc.	COB-5
EEO-4 Reports and records required to generate EEO-4 report (Self-Identification Form, etc.)	HR-3
EEO-4 Reports.....	HR-1
EEOC Complaints.....	HR-1
EIRs, Environmental Impact Reports	E-2
Election Results	COB-3
Elections – Historical	COB-3
e-mail, invitations, instant messaging, logs, mailing lists, meeting room registrations	DW-4
Emergency Exercises / Drills / After Action Reports	WE-2
Emergency Response Plan / Risk & Resiliency Assessment / Hazard Mitigation Plan	OPS-7
Employee Payroll File	FIN-11
Employee Training	HR-6
Engineering Project Files / CIP (Capital Improvement Project Files)	E-3
Environmental Agencies / Regulatory Agencies Permits	E-3
Environmental Assessments	E-2
Environmental Determinations: – Staff Correspondence and Notes	ENG-1
Environmental Impact Reports (EIRs), – Staff Correspondence and Notes	ENG-1
Environmental Impact Reports	E-2
Equipment Folders: Includes Maintenance History, Inspections, etc.	OPS-4
Equipment Inventory	FIN-3
ERP Database	FIN-3
Ethics Training	HR-6
Evaluations, Surveys, & Audits (Conservation Inspection Results, Evaluations, Landscape, etc.)	WE-1
Expense Reimbursements	FIN-5
External Associations – e.g. ACWA	DW-2
F	
Field Memos / Service Orders / Service Tracker CMMS DATABASE	OPS-2
Field Memos / Service Orders / Service Tracker - All Information Entered in CMMS Database	OPS-2
Field Memos / Service Orders / Service Tracker - All Information Entered in CMMS Database	OPS-2
Finance Administration / General Accounting.....	FIN-1 – FIN-4
Financial Reports: Journals, Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets	FIN-3

Retention Schedule Index – Citrus Heights Water District

Financial System Database / ERP Database	FIN-3
Fiscal Agent Statements, Trustee Statements, Investment Account Statements, etc.	FIN-1
Fixed Assets - Auction / Disposal / Sales / Surplused	FIN-3
Flow Meter Reading	OPS-5
Forklift Inspections	OPS-5
Formation Records	COB-3
FPPC 700 Forms	COB-3 & COB-4
FPPC 700 Series Forms (Statement of Economic Interests)	COB-3 & COB-4
FPPC Form 801 (Gift to Agency Report)	COB-4
FPPC Form 802 (Tickets Provided by Agency Report)	COB-4
FPPC Form 804 (Agenda Report of New Positions)	COB-4
FPPC Form 804 (Tickets Provided by Agency Report)	COB-4
FPPC Form 805 (Agency Report of Consultants)	COB-4
FPPC Form 806 (Agency Report of Public Official Appointments)	COB-4
FSA Files (Binders)	HR-2
Fund Transfers / Wire Transfers / Adjustments	FIN-3
G	
Garnishments	FIN-11
General Accounting	FIN-1 – FIN-4
General Files, Letters, Memorandums, Miscellaneous Reports.....	DW-3
Generator Operation Logs	OPS-5
Geographic Information System (GIS)	OPS-2
GIS - Geographic Information System	OPS-2
Grant Deeds	E-2
Grants - Successful.....	DW-5
Grants - Unsuccessful.....	DW-5
Grievances	HR-4
Ground Water Management Plan	OPS-8
GWMP (Ground Water Management Plan)	OPS-8
H	
Hazard Mitigation Plan	OPS-7
Hazardous Materials Inventory / Disclosures (for Local Fire Authorities / Districts)	OPS-1
Hazardous Waste Manifests / Disposal (includes batteries)	OPS-2
Historical Records	COB-4
Hot Work Permits	OPS-1

Retention Schedule Index – Citrus Heights Water District

Human Resources	HR-1 – HR-5
Hydrant Maintenance Logs / Exercises and Flushes (prior to CMMS)	OPS-2
Hygiene Surveys / Sampling Plan, Data	WE-3
I	
I-9s	HR-4
Illness and Injury Prevention Program	HR-4
Incidents / Unauthorized Discharges: Main Breaks, Spills, Investigations and Corrective Actions, Notice to Comply – ALL	OPS-2
Index to Inactive Records / Records Stored in Records Center / Inventory of Records in Records Center	DW-5
Industrial Hygiene Surveys / Sampling Plan, Data	WE-3
Inspection Reports	E-3
Instant messaging, logs, mailing lists, meeting room registrations.....	DW-4
Insurance Certificates – Agreements & Contracts	DW-2
Insurance Policies - ALL	HR-6
Insurance Policies (Health, Dental, Deferred Compensation, Pension, etc.)	HR-3
Integrated Regional Water Management Plan	OPS-3
Inventory Reports.....	FIN-3
Investigations and Corrective Actions, Notice to Comply – ALL	OPS-2
Investment Account Statements	FIN-1
Investments	FIN-4
Invitations, instant messaging, logs, mailing lists, meeting room registrations.....	DW-4
Invoices (copies).....	DW-1
Invoices, Receivers, Travel Expense Reimbursements, etc.	FIN-5
IRS 5500 Forms (Employee Benefit Plans) - Quarterly Payroll Tax Returns	FIN-11
IRWMP (Integrated Regional Water Management Plan), etc.	OPS-3
Issue Papers, Position Papers, Scientific Studies	DW-6
Issues (Issues and/or projects will vary over time)	GM-1
J	
Job Descriptions / Classifications	HR-4
Journal Entries / Journal Vouchers.....	FIN-4
Journals, Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets.....	FIN-3
K	
L	
Lab Reports & Chains of Custody: Bacteriological and Organics	OPS-5
Lab Reports & Chains of Custody: Chemical	OPS-5
Lab Reports & Chains of Custody: Lead & Copper	OPS-5

Retention Schedule Index – Citrus Heights Water District

LAIF (Local Agency Investment Fund)	FIN-4
Landscape / Toilet / Turf / Washer Incentive Application & Payment Worksheet	WE-1
Large Format Drawings.....	E-3
Leak Reports	OPS-6
Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets	FIN-3
Letters, Memorandums, Miscellaneous Reports.....	DW-3
Liens	FIN-8
Litigation (copies)	DW-2
Loans - Billing: Separated Employees.....	FIN-10
Lock Box & Backup (Images, Stubs & Deposit Tickets)	FIN-8
Logs, mailing lists, meeting room registrations	DW-4
Loss Runs - State Fund, Workers Compensation, etc.	HR-4
M	
Mailing lists, meeting room registrations.....	DW-4
Main Breaks, Spills, Investigations and Corrective Actions, Notice to Comply – ALL	OPS-2
Maintenance History, Inspections - Vehicle and Equipment Folders	OPS-4
Manuals & Reports	DW-6
Manuals: Operations & Maintenance / Project Manuals (O&M Manuals)	OPS-6
Master Plans, Water	E-5
Material Safety Data Sheets / Safety Data Sheets) / Chemical Use Report Form	OPS-3
Memorandums, Miscellaneous Reports	DW-3
Meter Calibration Records (Production Meters)	OPS-6
Meter Changes / Pump Meter Changes	OPS-6
Meter Installation, Repair, Replacement - CMMS DATABASE	WE-1
Meter Installation, Repair, Replacement - All Information Entered in CMMS Database	WE-1
Meter Replacement Advance Studies	WE-2
Meter Sheets: Installation, Notes, etc	WE-1
Meter Tests	OPS-6
Meters - ALL FINAL RECORDS	E-2
Minutes: Board of Directors.....	COB-4
Miscellaneous Reports.....	DW-3
MSDS / SDS Masters (Material Safety Data Sheets / Safety Data Sheets) / Chemical Use Report Form	OPS-3
N	
Negative Declarations.....	E-2
NEPA Documents (EIRs, etc.)	E-2

Retention Schedule Index – Citrus Heights Water District

Newsletters	DW-6
Newspaper Clippings	DW-2
Notes – CEQA - Environmental Determinations	ENG-1
Notes	DW-5
Notes, Recordings - Staff Videoconference	CW-4
Notice to Comply	OPS-2
Notices: Affidavits of Postings and Publications	COB-4
NPDES Permits	OPS-3
NSF Checks	FIN-9
O	
O&M Manuals	OPS-6
Oath of Office.....	COB-3
Oaths of Office (Elected Officials Only)	COB-5
of Records in Records Center	DW-5
Operations & Maintenance / Project Manuals (O&M Manuals)	OPS-6
Operations Administration	OPS-1 – OPS-4
Ordinances (copies).....	DW-6
Ordinances	COB-5
Organization Charts - In Agenda Packets	COB-5
OSHA Inspections & Citations	WE-2
OSHA Log 200, 300, 300A, 301, etc.	HR-2
P	
Parcel Maps / Tentative Tracts (may contain drawings of our easements)	E-5
Payment Stubs (mailed) / Utility Receipts (when payment is made at the counter)	FIN-8
Payroll	FIN-10 – FIN-12
Payroll Checks	FIN-11
Payroll Checks, Including Voided copies for Automatic Deposits	FIN-10
Payroll File	FIN-11
Payroll Registers / Payroll Reports	FIN-11
Payroll Tax Returns	FIN-11
Performance Bonds / Surety	E-4
Permits, Environmental Agencies / Regulatory Agencies Permits	E-3
Permits: Hazardous Materials Storage, other regulatory permits	OPS-3
Permits: NPDES	OPS-3
PERS File	FIN-12

Retention Schedule Index – Citrus Heights Water District

Personnel Files – Department-level copies	DW-6
Personnel Files – Department-level Supervisor Notes	DW-6
Personnel Files – Medical	HR-5
Personnel Files – Official Personnel File	HR-5
Petty Cash (copies).....	DW-1
Petty Cash / Reconciliation / Reports / Vouchers	FIN-6
Photocopies	DW-3
Photographs	DW-6
Pink Slips	FIN-13
Plans: GWMP (Ground Water Management Plan	OPS-8
Plans: IRWMP (Integrated Regional Water Management Plan), etc.	OPS-3
Policies, Procedures, Brochures, Manuals & Reports	DW-6
Position Papers, Scientific Studies	DW-6
Postings and Publications (Affidavits of).....	COB-4
PowerPoint Presentations	GM-1
Pressure Tests	OPS-6
Pre-Starts / Commercial Vehicle Prestarts and Forklift Inspections	OPS-5
Procedures, Brochures, Manuals & Reports	DW-6
Proclamations	COB-5
Programs, Subject & Issues (Issues and/or projects will vary over time)	GM-1
Project Administration	E-4
Project Manuals (O&M Manuals)	OPS-6
Project Schedules	E-4
Projects (CIP or Private Development): Unsuccessful Proposals	E-4
Projects, Programs, Subject & Issues (Issues and/or projects will vary over time)	GM-1
Property Acquisition or Sale: Deeds, Easements, Rights of Way, etc.	COB-5
Proposals - CIP or Private Development): Unsuccessful	E-4
Proposals, Unsuccessful - Projects (CIP or Private Development)	E-4
Proposals, Unsuccessful.....	DW-2
Public Records Act Requests	COB-5
Public Self Insurer Report (SIP Report)	FIN-4
Pull Notices, DMV	HR-3
Pump Meter Changes	OPS-6
Pump Tests & Meter Tests	OPS-6
Purchase Orders	FIN-13

Retention Schedule Index – Citrus Heights Water District

Purchasing.....	FIN-13
Q	
Quarterly Payroll Tax Returns	FIN-11
Questionnaires.....	DW-6
R	
Reading Files, Working Files.....	DW-3
Real Estate Appraisal Reports ALL (Whether Purchased or Not).....	E-5
Real Property Acquisition or Sale: Deeds, Easements, Rights of Way, etc.	COB-5
Real Property Acquisition or Sale: Deeds, Easements, Rights of Way, etc.	COB-5
Rebate Requests: ALL Approved.....	WE-2
Receivers.....	FIN-5
Reconciliation / Reports / Vouchers	FIN-6
Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets.....	FIN-3
Record Drawings	E-3
Recorded Grant Deeds	E-2
Recordings - Staff Videoconference	CW-4
Records Center Index to Inactive Records	DW-5
Records Destruction Authorization Forms	COB-5
Records Destruction Lists (copies)	DW-6
Records Stored in Records Center / Inventory of Records in Records Center	DW-5
Recruitment Files	HR-1
Reference Materials: Policies, Procedures, Brochures, Manuals & Reports.....	DW-6
Refunds & Backup	FIN-5
Registers, Check.....	FIN-5
Registers, Reports, Transaction Histories, Balance Sheets	FIN-3
Registry of Public Agencies.....	COB-5
Regulatory Agencies Permits	E-2
Regulatory Agency Correspondence.....	DW-3
Reports & Studies – White Papers, Issue Papers, Position Papers, Scientific Studies.....	DW-6
Reports & Studies (Soils Report, Water Availability, etc.)	E-5
Reports (Financial): Journals, Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets.....	FIN-3
Reports	DW-6
Reports, Inventory.....	FIN-3
Reports, Miscellaneous Reports	DW-3
Reports, Transaction Histories, Balance Sheets	FIN-3

Retention Schedule Index – Citrus Heights Water District

Reports: CUWCC (California Urban Water Conservation Council), Conservation, etc.	WE-2
Reports: State Controllers Report / Local Government Compensation Report, Public Self Insurer Report (SIP Report), etc.	FIN-4
Reports: Vacation / Sick Leave Usage	FIN-12
Requests from other Cities / Districts	DW-4
Resignations	COB-3
Resolutions (copies)	DW-6
Resolutions	COB-5
Respirator Inventory & Maintenance	OPS-3
Resumes – Recruitment Files	HR-1
Retirement Benefit Files	HR-5
Returned Checks (NSF, etc.)	FIN-9
Rights of Way	COB-5
Rights of Way, & Recorded Grant Deeds	E-2
Risk & Resiliency Assessment / Hazard Mitigation Plan	OPS-7
Risk Management	HR-6
Routine Correspondence (Letters, e-mails, Memorandums, etc.)	DW-3
S	
Safety Checks / Pre-Starts / Commercial Vehicle Prestarts and Forklift Inspections	OPS-5
Safety Committee / Safety Steering Committee	WE-3
Safety Data Sheets) / Chemical Use Report Form	OPS-3
Safety Inspections	WE-3
Safety Training	HR-6
Safety	WE-2 – WE-4
Sale: Deeds, Easements, Rights of Way, etc.	COB-5
Sales / Surplused Fixed Assets.....	FIN-3
SCADA Alarm & Status Printouts / Charts	OPS-6
SCADA Database (Supervisory Control and Data Acquisition).....	OPS-6
Scientific Studies.....	DW-6
SDS Masters (Material Safety Data Sheets / Safety Data Sheets) / Chemical Use Report Form	OPS-3
Secretary of State Statement of Facts	COB-5
Service Orders / Service Tracker CMMS DATABASE	OPS-2
Service Orders / Service Tracker - All Information Entered in CMMS Database	OPS-2
Service Tracker CMMS DATABASE	OPS-2
Sewer Improvement Districts / Assessment Districts / CFDs	E-5
Sick Leave Usage	FIN-12

Retention Schedule Index – Citrus Heights Water District

Sign-in Sheets	WE-1
Single Audits	FIN-1
Speech Notes / PowerPoint Presentations	GM-1
Spills, Investigations and Corrective Actions, Notice to Comply – ALL	OPS-2
Staff Reports – District Board of Directors	COB-1
Staff Videoconference Chats, Notes, Recordings.....	CW-4
Standby Calls	OPS-1
State Controllers Report / Local Government Compensation Report, Public Self Insurer Report (SIP Report), etc.	FIN-4
State Reports: State Controllers Report / Local Government Compensation Report, Public Self Insurer Report (SIP Report) ...	FIN-4
Statement of Economic Interests – FPPC 700 Forms	COB-3 & COB-4
Studies – White Papers, Issue Papers, Position Papers, Scientific Studies.....	DW-6
Studies (Soils Report, Water Availability, etc.)	E-5
Studies / Surveys, Classification & Compensation	HR-2
Studies / Technical Studies / Meter Replacement Advance Studies	WE-2
Subdivisions / Parcel Maps / Tentative Tracts (may contain drawings of our easements)	E-5
Subject & Issues (Issues and/or projects will vary over time)	GM-1
Subpoenas	COB-5
Successful Grants.....	DW-5
Surplused Fixed Assets	FIN-3
Surveys / Questionnaires	DW-6
Surveys, & Audits (Conservation Inspection Results, Evaluations, Landscape, etc.)	WE-1
Surveys, Classification & Compensation	HR-2
T	
Tailgate Training	HR-6
Task Forces, Associations, Commissions, & Boards: External Organizations	DW-2
Tax Returns - IRS 5500 Forms (Employee Benefit Plans) - Quarterly Payroll	FIN-11
Technical Studies / Meter Replacement Advance Studies	WE-2
Tentative Tracts (may contain drawings of our easements)	E-5
Text Messages.....	DW-4
Thank Yous.....	DW-4
Time Sheets (copies).....	DW-7
Timesheets / Timecards	FIN-12
Toilet / Turf / Washer Incentive Application & Payment Worksheet	WE-1
Tracts / Subdivisions / Parcel Maps / Tentative Tracts (may contain drawings of our easements)	E-5
Training Database (Tracks what employees have received what training)	HR-5

Retention Schedule Index – Citrus Heights Water District

Training Database (Tracks what employees have received what training)	WE-3
Training: ALL COURSE RECORDS / SYLLABUS, AND ROSTER OF ATTENDEES	HR-6
Training: ALL COURSE RECORDS / SYLLABUS, AND ROSTER OF ATTENDEES	WE-4
Transaction Histories, Balance Sheets.....	FIN-3
Transcripts / Disclosure Reports (Bonds).....	FIN-2
Transitory Correspondence / Preliminary Drafts.....	DW-4
Transmittal Letters / Memos.....	DW-4
Travel Authorizations (copies)	DW-6
Travel Expense Reimbursements (copies).....	DW-1
Trial Balance.....	FIN-3
Trustee Statements, Investment Account Statements, etc.	FIN-1
Turf / Washer Incentive Application & Payment Worksheet	WE-1
Two-Way Radio Licensing and Information	OPS-3
U	
Unauthorized Discharges: Main Breaks, Spills, Investigations and Corrective Actions, Notice to Comply – ALL	OPS-2
Undeliverable Envelopes	DW-4
Underground Service Alerts (USA's)	OPS-4
Unsuccessful Bids, Proposals	DW-2
Unsuccessful Grants.....	DW-5
Unsuccessful Proposals - Projects (CIP or Private Development)	E-4
Urban Water Management Plans (UWMP)	WE-2
USA's - Underground Service Alerts	OPS-4
Utility Receipts (when payment is made at the counter)	FIN-8

UWMP - Urban Water Management Plans	WE-2
V	
Vacation / Sick Leave Usage	FIN-12
Vehicle and Equipment Folders: Includes Maintenance History, Inspections, etc.	OPS-4
Vehicle Prestarts and Forklift Inspections	OPS-5
Vehicle Titles (Pink Slips)	FIN-13
Videoconference Chats, Notes, Recordings	CW-4
Violation Notices	WE-1
Visitors Logs	DW-4
Voice Mails	DW-4
Vouchers	FIN-6
Vulnerability Assessment	OPS-7
W	
W-2's.....	FIN-12
W-3, IRS 5500 Forms (Employee Benefit Plans) - Quarterly Payroll Tax Returns	FIN-11
Washer Incentive Application & Payment Worksheet	WE-1
Wastewater Special Studies	E-5
Water Billing: Appeals - Payment Delinquency & Impending Discontinuation.....	FIN-9
Water Billing: Non-payment Notices / Notice of Payment Delinquency & Impending Discontinuation (Initial, Final)	FIN-9
Water Billing: NSF Checks / Adjustments to Customer accounts	FIN-9
Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.	FIN-9
Water Billing: Policy on Discontinuation of Residential Service for Nonpayment	FIN-10
Water Billing: Report of Annual Discontinuations of Residential Service	FIN-10
Water Distribution	OPS-5 – OPS-7
Water Efficiency	WE-1 – WE-2
Water Master Plans	E-5
Water Production Reports (to State DHS / DPH & DWR) - Wells	OPS-9
Water Quality Reports - Wells	OPS-9
Water Resources	OPS-8 – OPS-10
Webpages.....	DW-4
Well Construction Files: Permanent File	OPS-8
Well Construction Files: Administration - 10 year file.....	OPS-9
Well Extraction Verifications	OPS-9
Well Water Production Reports (to State DHS / DPH & DWR)	OPS-9
Well Water Quality Reports	OPS-9

Retention Schedule Index – Citrus Heights Water District

Wells - Depth to Water measurements, Sounding, Compiled Reports, etc.	OPS-10
White Papers, Issue Papers, Position Papers, Scientific Studies	DW-6
Will-Serve Letters / Availability Letters	E-6
Wire Transfers / Adjustments	FIN-3
Work Papers, Audit	FIN-1
Worker's Compensation Claims Files	HR-6
Working Files	DW-3
Write Offs	FIN-7
X	
Y	
Z	

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
DISTRICT-WIDE (Used by All Departments)										
Human Resources / Risk Manage.	DW-001	Accident or Damage Reports	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Until Settled	Mag, Ppr			GC §60200
Finance / Accounts Payable	DW-002	Accounts Payable (Invoices, Petty Cash, Travel Expense Reimbursements, etc.)	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Until Paid	Mag, Ppr			Also see Grants. copies; GC §60200
Clerk of the Board	DW-003	Agendas, Agenda Packets (Board of Directors)	Copies - When No Longer Required		Copies - When No Longer Required	Yes	Mag, Ppr			copies; GC §60200
Clerk of the Board	DW-004	Agreements & Contracts (ALL)	Copies - When No Longer Required		Copies - When No Longer Required	Yes	Mag, Ppr			Send all originals to the Clerk of the Board; GC §60200
Lead Department	DW-005	Agreements & Contracts - ALL: ADMINISTRATIVE RECORDS (Correspondence, project schedules, copies of invoices, backup, insurance certificates etc.) Also see grant retention, if applicable.	Completion + 10 years		Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Also see Grants. Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers must retain their records for completion + 10 years; CCP §§336(a), 337 et. seq., GC §60201

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Department	DW-006	Agreements & Contracts: Unsuccessful bids	Bid Opening + 2 years		Bid Opening + 2 years			Mag, Ppr		Special Districts are required to keep public works unaccepted bids for 2 years; GC §60201(d)(11)
	DW-007	Association Records (external associations - e.g., ACWA, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr		Non-records; GC §60201 et seq.
	DW-008	Bids: See Agreements						Mag, Ppr		
	DW-009	Brochures: See Reference Materials						Mag, Ppr		
Finance	DW-010	Budgets - Finals, Drafts, Reports, Worksheets	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Current Fiscal Year		Mag, Ppr		GC §§60200, 53901
Human Resources / Risk Manage.	DW-011	Claims / Litigation	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Before Settlement		Mag, Ppr		GC §§60200, 60201 et seq.
Lead Dept.	DW-012	Clippings / Newspaper Clippings	When No Longer Required		When No Longer Required			Mag, Ppr		Non-records; GC §60201 et seq.
Lead Dept.	DW-013	Committees, Task Forces, Associations, Commissions, & Boards: External Organizations (e.g. Association of California Water Agencies, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr		Non-records
	DW-014	Contracts: See Agreements						Mag, Ppr		

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
	DW-015	Copies or duplicates of any record	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr		GC §60200
Lead Dept.	DW-016	Correspondence - Regulatory Agencies	When No Longer Required - Minimum 10 years		When No Longer Required - Minimum 10 years	Yes: While Active Issues		Mag, Ppr		District preference; some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201
Dept. that Authors Document or Receives the District's Original Document	DW-017	Correspondence - Routine (Content relates in a substantive way to the conduct of the public's business) (e.g. Administrative, Chronological, Communications, General Files, Letters, Memorandums, Miscellaneous Reports, Reading Files, Working Files, etc. Does NOT include Regulatory Agency Correspondence)	When No Longer Required - Minimum 2 years		When No Longer Required - Minimum 2 years			Mag, Ppr		Department preference; GC §60201

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Dept. that Authors Document or Receives the District's Original Document	DW-018	Correspondence - TRANSITORY / PRELIMINARY DRAFTS , Interagency and Intraagency Memoranda not retained in the ordinary course of business Content NOT Substantive, or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail or social media posting, instant messaging, inventories, invitations, logs, mailing lists, meeting room registrations, speaker slips, staff videoconference chats, notes and recordings, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr		Electronic and paper records are categorized, filed and retained based upon the CONTENT of the record. Records where either the Content relates in a substantive way to the conduct of the public's business, or that ARE made or retained for the purpose of preserving the informational content for future reference are saved by placing them in an electronic or paper (project) file folder and retained for the applicable retention period, If not mentioned here, consult the District Attorney to determine if a record is considered transitory / preliminary draft. GC §§60201, 6252, 6254(a); 64 Ops. Cal. Atty. Gen. 317 (1981); District of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	DW-019	Credit Card Slips (Signed by Employees)	5 years		5 years			Mag, Ppr		For auditing purposes; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-020	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		When No Longer Required			Mag, Ppr		As long as the drafts and notes are not retained in the "Regular Course of Business". GC §60201, GC §6254
Lead Dept.	DW-021	Grants (SUCCESSFUL - all records, including FEMA claims)	2 years	After Funding Agency Audit, if Required - Minimum 5 years	After Funding Agency Audit, if required - Minimum 5 years			Mag, Ppr		District Preference (may include records pertaining to independent contractor's compensation, or expense reimbursement); Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334 ; 2-CFR-200.333 ; 24 CFR , 91.105(h), 92.505, 570.490, & 570.502(a&b) 29 CFR 97.42; OMB Circular A-110 & A-133; GC §60201, GC §8546.7
Lead Dept.	DW-022	Grants: UNSUCCESSFUL (Applications, Correspondence, etc.)	2 years		2 years			Mag, Ppr		Department Preference; GC §60201
Lead Dept.	DW-023	Index to Inactive Records / Records Stored in Records Center / Inventory of Records in Records Center	Indefinite		Indefinite			Mag, Ppr		Department Preference; GC §60201
	DW-024	Invoices - see Accounts Payable						Mag, Ppr		

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Clerk of the Board	DW-025	Ordinances	Copies - When No Longer Required		Copies - When No Longer Required	Yes	Mag, Ppr			GC §60201
Human Resources	DW-026	Personnel Files - Department-level Copies	Send to Human Resources Upon Separation		Send to Human Resources Upon Separation	Before Separation	Mag, Ppr			Ensure records kept in Department files comply with District policy; Originals are maintained by Personnel. Supervisors notes should be maintained in a separate folder and be incorporated in the employee's annual performance review; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201
Human Resources	DW-027	Personnel Files - Department-level Supervisor's Notes	After Performance Evaluation or Documented Discipline		After Performance Evaluation or Documented Discipline	Before Separation	Mag, Ppr			Preliminary Drafts; Supervisors notes should maintained in a separate folder and be incorporated in the employee's annual performance review; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201
Lead Dept.	DW-028	Photographs	When No Longer Required		When No Longer Required		Mag, Ppr			GC §60201
	DW-029	Policies & Procedures - See Reference Manuals					Mag, Ppr			

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Clerk of the Board	DW-030	Records Destruction Lists	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr		Copies; GC §60200
Finance	DW-031	Travel Authorizations	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr		GC §60200
Authoring Dept.	DW-032	Reference Materials: Policies, Procedures, Brochures, Manuals, Newsletters	When No Longer Required		When No Longer Required			Mag, Ppr		Documents of historical significance should be retained longer; GC §60201
Lead Dept.	DW-033	Reports and Studies - White Papers, Issue Papers, Position Papers, Scientific Studies (other than Annual Reports)	Minimum 2 years		Minimum 2 years			Mag, Ppr		GC §60201
Clerk of the Board	DW-034	Resolutions	Copies - When No Longer Required		Copies - When No Longer Required	Yes, depending upon subject		Mag, Ppr		copies; GC §60200
Lead Dept.	DW-035	Surveys / Questionnaires (that the District issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed when no longer required.	2 years		2 years			Mag, Ppr		GC §§60200, 60201

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?		
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Finance / Payroll	DW-036	Time Sheets	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr			GC §60201

RECORDS RETENTION SCHEDULE: CLERK OF THE BOARD

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
CLERK OF THE BOARD										
Clerk of the Board	COB-001	Agendas & Agenda Packets - District Board of Directors (Includes Agenda Staff Reports, Annotated Agendas, News clippings, etc.)	2 years	P	P	Yes: Before Meeting Date	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60201
Clerk of the Board	COB-002	Agreements & Contracts - INFRASTRUCTURE - Engineering, JPAs, etc. Agreement or Contract, Insurance Certificates & Notices of Completion. Agreement or Contract includes all contractual obligations (e.g. RFP, Specifications, Successful Proposal / Scope of Work, Certificates of Insurance, and amendments) Examples of Infrastructure: Architects, Treatment Plants, Lines, Buildings, etc.	Completion	P	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts are permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; CCP §§337. 337.1(a), 337.15, 343; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: CLERK OF THE BOARD

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Clerk of the Board	COB-003	<p>Agreements & Contracts - NON INFRASTRUCTURE - Administration & Operations - Equipment Purchases, Consulting Services, Leases, Vehicle Purchases, etc.</p> <p>Agreement or Contract, Insurance Certificates & Notices of Completion. Agreement or Contract includes all contractual obligations (e.g. RFP, Specifications, Successful Proposal / Scope of Work, Certificate of Insurance, and amendments)</p> <p>Examples of Non-Infrastructure: Consultants, Painting, Maintenance, Franchise Agreements, etc.</p>	Completion	10 years	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC	<p>Department Preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §60201 et seq.</p>
Clerk of the Board	COB-004	<p>Agreements & Contracts: Political & Outside Jurisdictions</p> <p>Conjunctive Agreements, Cooperative Agreements, JPAs (Joint Powers Authorities), Water Supply Agreements</p>	2 years	P	P	Yes: Before Superseded	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60201
Clerk of the Board	COB-005	Appointments / Resignations	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60201

RECORDS RETENTION SCHEDULE: CLERK OF THE BOARD

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Clerk of the Board	COB-006	Association Records (external associations - e.g., ACWA, etc.)	When No Longer Required		When No Longer Required		Mag, Ppr			Non-records; GC §60201 et seq.
Clerk of the Board	COB-007	Director's Handbook (Policy)	When No Longer Required - Minimum of Superseded + 2 years		When No Longer Required - Minimum of Superseded + 2 years		Mag, Ppr			Documents of historical significance should be retained longer; GC §60201
Clerk of the Board	COB-008	District Formation Records, Acquisition of other Districts	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	No	Department preference (historical purposes); GC §60201
Clerk of the Board	COB-009	Elections - Historical (Sample Ballot, Election Results)	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (historical purposes); GC §60201
Clerk of the Board	COB-010	Elections: Correspondence, Notifications & Publications, Certificate of Election, etc.	2 years		2 years		Mag, Ppr			Department preference (historical purposes); GC §60201
Clerk of the Board	COB-011	FPPC 700 Series Forms (Statement of Economic Interests): DESIGNATED EMPLOYEES & CONSULTANTS (specified in the District's Conflict of Interest code)	7 years		7 years		Mag, Ppr			District maintains original statements; GC §81009(e)&(g)
Clerk of the Board	COB-012	FPPC 700 Series Forms (Statement of Economic Interests): PUBLIC OFFICIALS (elected & not elected. Includes District Board Members, General Manager)	7 years		7 years		Mag, Ppr			Department preference (only required for 4 years); GC §81009(f)&(g)

RECORDS RETENTION SCHEDULE: CLERK OF THE BOARD

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Clerk of the Board	COB-013	FPPC Form 801 (Gift to Agency Report)	7 years		7 years		Mag, Ppr			Must post on website; 2 CCR 18944(c)(3)(G); GC §81009(e)
Clerk of the Board	COB-014	FPPC Form 802 (Tickets Provided by Agency Report)	7 years		7 years		Mag, Ppr			Must post on website for 4 years; GC §81009e
Clerk of the Board	COB-015	FPPC Form 803 (Behested Payment Report)	7 years		7 years		Mag, Ppr			GC §81009e
Clerk of the Board	COB-016	FPPC Form 804 (Agenda Report of New Positions)	P		P		Mag, Ppr			FPPC Regulation 18734(c); GC §81009e; GC §60201
Clerk of the Board	COB-017	FPPC Form 805 (Agency Report of Consultants)	P		P		Mag, Ppr			FPPC Regulation 18734(c); GC §81009e; GC §60201
Clerk of the Board	COB-018	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		7 years		Mag, Ppr			Must post on website; 2 CCR 18705.5(b)(3); GC §60201, 81009e
Clerk of the Board	COB-019	Historical Records	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	No	District Secretary Determines Historical Significance; GC §60201
Clerk of the Board	COB-020	Minutes: Board of Directors	2 years	P	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §60201(d)(3)
Clerk of the Board	COB-021	Notices: Affidavits of Postings and Publications	2 years		2 years		Mag, Ppr			Brown Act challenges must be filed within 30 or 90 days of action; GC §§60201, 54960.1(c)(1)
Clerk of the Board	COB-022	Oaths of Office (Elected Officials Only)	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Clerk of the Board	COB-023	Ordinances	2 years	P	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §60201 et. seq.
Clerk of the Board	COB-024	Organization Charts - In Agenda Packets	5 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After Annual Audit	GC §60201 et seq.

RECORDS RETENTION SCHEDULE: CLERK OF THE BOARD

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Clerk of the Board	COB-025	Proclamations	2 years		2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §60201
Clerk of the Board	COB-026	Public Records Act Requests	2 years		2 years		Mag, Ppr			Department Preference; GC §60201
Clerk of the Board	COB-027	Records Destruction Authorization Forms	10 years		10 years		Mag, Ppr			Department Preference; GC §60201
Clerk of the Board	COB-028	Real Property Acquisition or Sale: Deeds, Easements, Rights of Way, etc.	P		P		Mag, Mfr, OD, Ppr	S / I	No	Department Preference; GC §60201
Clerk of the Board	COB-029	Resolutions	2 years	P	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §60201 et. seq.
Clerk of the Board	COB-030	Secretary of State Statement of Facts / Registry of Public Agencies (Required of all Public Agencies whenever the Chair changes)	2 years		2 years		Mag, Mfr, OD, Ppr	S / I	No	Department preference; GC §60201 et. seq.
Clerk of the Board	COB-031	Subpoenas	2 years		2 years		Mag, Ppr			GC §60201(d)(5)

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
ENGINEERING, PROJECT MANAGEMENT										
Engineering	EN-001	Aerials	2 years	P	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §60201
Engineering	EN-002	Annexations / Boundary Changes Index, Maps, Documents	Upon Completion	P	P	Yes	Mag, Mfr, OD, Ppr	S	No	GC §60201 et seq.
Engineering	EN-002.1	CEQA / NEPA Documents: Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Categorical Exceptions, etc.) Correspondence submitted to, or transferred from the agency, and all internal agency communications, including staff notes related to a non-exempt CEQA action	Project Approval or Denial + 180 days Completion of CEQA Process		Project Approval or Denial + 180 days Completion of CEQA Process		Mag, Ppr			Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (D076605, D076924, D076993) (4th Dist. 2020); PRC 21167,6; GC §34090

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Engineering	EN-003	CEQA / NEPA Documents: Prepared by others for NON-District Projects (District comments) (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)	When No Longer Required		When No Longer Required			Ppr		Non-records; GC §60200
Engineering	EN-004	CEQA / NEPA Documents: Prepared for District Purposes (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)	2 years	P	P	Yes: Until Project Completed		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD Usually filed in Project File; GC §60201
Engineering	EN-005	Comment Letters: No Comment, Non-Interference Letters to City or County for their proposed projects	2 years		2 years			Mag, Ppr		Department preference; GC §60201
Engineering	EN-006	Correspondence with Regulatory Agencies	When No Longer Required - Minimum 10 years		When No Longer Required - Minimum 10 years	Yes: While Active Issues		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD District preference; some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201
Engineering	EN-006.1	Consumer Confidence Report / Annual Water Quality Report	P		P	Yes: Until Completed		Mag, Mfr, OD, Ppr	S	Yes: After QC Department preference; State law requires 12 years, federal 10 years; 40 CFR 141.33(a); 22 CCR 64470; 22 CCR §64483; GC §60201
Engineering	EN-007	Customer Advisory Committee (CAC)	2 years		2 years	Yes: Until Completed		Mag, Mfr, OD, Ppr	S	Yes: After QC GC §60201 et seq.

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Engineering	EN-008	Customer Service / Changes to System or Meters - ALL FINAL RECORDS	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	For disaster preparedness purposes; GC §60201 et seq.
Engineering	EN-009	Easements, Rights of Way, & Recorded Grant Deeds	While active	P	P		Mag, Mfr, OD, Ppr	S	No	Department preference; GC §60201
Engineering	EN-010	Environmental Agencies / Regulatory Agencies Permits (EPA, DHS / DPH, NPDES, etc.) Note: Does not include AQMD	When No Longer Required - Minimum Expiration + 3 years		When No Longer Required - Minimum Expiration + 3 years	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201; NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Engineering	EN-011	Inspection Reports	While active	P	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201
Engineering	EN-012	Projects (CIP or Private Development): Large Format Drawings Design Drawings (finals), Record Drawings ("As Builts")	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S	No	For Disaster Recovery Purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §60201 et seq.

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Engineering	EN-013	Projects (CIP or Private Development): Permanent File Agreements / Contracts (copies), Bid Package(Winning), Change Orders, Environmental, Final As-Built Drawings (Record Drawings), Inspection Pictures, Inspection Reports, Material Testing, Operations & Maintenance Manuals, Permits (Design, Environmental), Preliminary Design Report, Rights of Way / Easements, Soils, Geotechnical Reports, Specifications, Submittals, Surveys, CAD files, Engineer's Calculation Files	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD, except for Easements & As-Built	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §60201
Engineering	EN-014	Projects (CIP or Private Development): Administration - 10 year file Project Administration, Bid Summary, Bonds, Certified Payroll, Grant Documents, Errors & Omissions, Insurance Certificates, Notifications, Progress Payments, Punch Lists, Videos Post-Construction & Pre-Construction, Bid Bonds (returned), Bond Copies of Drawings, Correspondence (Transitory / Preliminary Drafts), Engineer's Estimates, Memoranda, NPDES, Permits (Construction & Street Opening), Project Schedules, Requests for Information, Stop Notices - Claims, CCTV	Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Ppr			Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §60201

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Engineering	EN-015	Projects (CIP or Private Development): Unsuccessful Proposals	2 years		2 years	Yes: Until Completed	Mag, Mfr, OD, Ppr	S	Yes: After QC	GC §60201 et seq.
Engineering	EN-016	Real Estate Appraisal Reports ALL (Whether Purchased or Not)	2 years	3 years	5 years	Yes: Before Purchase	Mag, Ppr			Department preference (not accessible to the public until close of escrow); USPAP (Uniform Standards of Professional Appraisal Practice) ethical standards require appraisers to retain records for at least 5 years, or final disposition + 2 years, if used in a judicial proceeding; GC §§60201, 6254(h)
Engineering	EN-017	Reports & Studies (Soils Report, Water Availability, etc.)	2 years	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §60201 et seq.
Engineering	EN-018	Sewer Improvement Districts / Assessment Districts / CFDs	Upon Completion	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §60201 et seq.
Engineering	EN-019	Tracts / Subdivisions / Parcel Maps / Tentative Tracts (may contain drawings of our easements)	Upon Completion	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference (Tracts maintained by appropriate County and/or City); GC §60201
Engineering	EN-020	Wastewater Special Studies	When No Longer Required - Minimum 3 years		When No Longer Required - Minimum 3 years	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference to comply with NPDES regulations; 40 CFR §§122.21, 122.41; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Engineering	EN-021	Water Master Plans	2 years	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (updated every 5 years); GC §60201 et seq.
Engineering	EN-022	Will-Serve Letters / Availability Letters	2 years	P	P	Yes	Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
FINANCE ADMINISTRATION / GENERAL ACCOUNTING										
Finance / General Accounting	FN-001	Audit Annual Reports / Audited Financial Statements / Annual Comprehensive Financial Report (ACFR) Comprehensive Annual Financial Report (CAFR) with Audit Management Letters / Audit Reports	5 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After Annual Audit	Department Preference; GC §60201 et seq.
Finance / General Accounting	FN-002	Audit Work Papers (Finals) Includes Depreciation Schedules	5 years		5 years		Mag, Ppr			Department Preference; GC §60201
Finance / General Accounting	FN-003	Audits - Single Audits	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-004	Bank Statements / Checking Account Reconciliation / Fiscal Agent Statements, Trustee Statements, Investment Account Statements, etc.	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-005	Bond Registers	2 years	Fully Defeased + 10 years	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq., 337.5(a); 26 CFR 1.6001-1(e); GC §43900 et seq.

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / General Accounting	FN-006	Bonds / Certificates of Participation / Transcripts / Disclosure Reports	2 years	Fully Defeased + 10 years	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); GC §43900 et seq. GC §60201 et seq.
Finance / General Accounting	FN-007	Bonds Issue Records	2 years	Fully Defeased + 10 years	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); GC §43900 et seq. GC §60201 et seq.
Finance / General Accounting	FN-008	Budgets: Adopted	5 years	P	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After Annual Audit	Department Preference; GC §60200
Finance / General Accounting	FN-009	Budgets: Proposed, Work Papers, Drafts, etc.	When No Longer Required		When No Longer Required		Mag, Ppr			Department Preference; Preliminary drafts; GC §60200
Finance / General Accounting	FN-010	Cash Reconciliation	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-011	Chart of Accounts (Print out if a major software change is made in order to retain historical account numbers)	2 years	5 years	7 years		Mag, Ppr			Department Preference; GC §60200

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / General Accounting	FN-012	Equipment Inventory	When No Longer Required		When No Longer Required			Mag, Ppr		Preliminary drafts (the Financial Database is the original); GC §60200
Finance / General Accounting	FN-013	Financial Reports: Journals, Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets, Budget Adjustments, Billing Registers for New Financial System, Edit Lists, (MONTHLY OR PERIODIC) Does NOT include year-end General Ledger.	When No Longer Required		When No Longer Required			Mag, Ppr		Draft / Preliminary documents used to produce final year-end general ledger (financial database is the original); GC §60201
Finance / General Accounting	FN-014	Financial System Database / ERP Database	Indefinite		Indefinite			Mag		Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7
Finance / General Accounting	FN-015	Fixed Assets - Auction / Disposal / Sales / Surplused	2 years	3 years	5 years			Mag, Ppr		Consistent with Accounts Receivable; Statute of limitations is 3 years; statewide guidelines propose 2 - 4 years; published articles show 3 - 6 years; GC §60201, CCP §337
Finance / General Accounting	FN-016	Fund Transfers / Wire Transfers / Adjustments	2 years	3 years	5 years			Mag, Ppr		Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-017	Inventory Reports	When No Longer Required		When No Longer Required			Mag, Ppr		Preliminary drafts (the Financial Database is the original); GC §60200
Finance / General Accounting	FN-018	Investment Files	2 years	3 years	5 years	Yes: Until Maturity		Mag, Ppr		Department Preference; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / General Accounting	FN-019	Journal Vouchers / Journal Entries	2 years	3 years	5 years		Mag, Ppr			Department Preference; Statute of Limitations is 4 years; Published articles show 6-7 years; GC §60201, CCP §337
Finance / General Accounting	FN-020	LAIF (Local Agency Investment Fund)	2 years	3 years	5 years	Yes: Until Maturity	Mag, Ppr			Department Preference; GC §60201
Finance / General Accounting	FN-021	State Reports: State Controllers Report / Local Government Compensation Report, Public Self Insurer Report (SIP Report), etc.	2 years	3 years	5 years		Mag, Ppr			District Preference; Meets auditing standards; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
ACCOUNTS PAYABLE										
Finance / Accounts Payable	FN-022	1099's 1096's, W-9s	2 years	5 years	7 years			Mag, Ppr		IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §60201(d)(12); 29 USC 436
Finance / Accounts Payable	FN-023	Accounts Payable Source Records / Invoices & Receivers / Credit Card Statements ALL	2 years	5 years	7 years	Yes: Until Paid		Mag, Ppr		Meets municipal government auditing standards; Sewage Sludge is required for 5 years; Published articles show 3 - 7 years; 40 CFR 122.41(j)(2); WC §13263.2(b) et seq.; GC §60201(d)(12)
Finance / Accounts Payable	FN-024	Check Copies / Cancelled Checks	2 years	5 years	7 years			Mag, Ppr		May contain independent contractor's compensation; Statute of Limitations is 4 years; Meets municipal government auditing standards; GC §60201(d)(12), CCP § 337
Finance / Accounts Payable	FN-025	Check Register	When No Longer Required		When No Longer Required			Mag, Ppr		The Financial Database is the original; Reports can be recreated on demand and are considered a copy or preliminary draft; GC §60201
Finance / Accounts Payable	FN-026	Customer Refunds & Backup	2 years	5 years	7 years			Mag, Ppr		District preference for drinking water regulations; CCP §§338 et seq., 340 et seq., 342, GC §§945-6, GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Accounts Payable	FN-027	Petty Cash / Reconciliation / Reports / Vouchers	2 years	5 years	7 years			Mag, Ppr		District Preference (may include records pertaining to independent contractor's compensation, or expense reimbursement); Meets auditing standards; GC §60201
Finance / Accounts Payable	FN-027	W-9s	Vendor Inactive + 3 years		Vendor Inactive + 3 years		-	Mag, Ppr		Meets IRS auditing standards; GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
ACCOUNTS RECEIVABLE / CUSTOMER SERVICE											
Finance / Accounts Receivable & Customer Service	FN-028	Bankruptcies (Where District does NOT pursue a claim)	When No Longer Required		When No Longer Required					Mag, Ppr	Department preference; GC §60201
Finance / Accounts Receivable & Customer Service	FN-029	Bankruptcies (Where District DOES pursue a claim)	10 years		10 years					Mag, Ppr	Department preference; GC §60201
Finance / Accounts Receivable & Customer Service	FN-030	Checks deposited to Bank (District scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	2 years	5 years	7 years					Mag, Ppr	These are bank instruments, and not District records; per bank agreement.
Finance / Accounts Receivable & Customer Service	FN-031	Collection Agency Assignments / Write Offs	2 years	5 years	7 years					Mag, Ppr	Department Preference (negative information remains on credit reports for 7 years); GC §60201 et seq.
Finance / Accounts Receivable & Customer Service	FN-033	Customer Correspondence, Appeals, etc. (letters from and to customers)	2 years	3 years	5 years					Mag, Ppr	Department preference (Clean Water Act actions are 5 years); GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Accounts Receivable & Customer Service	FN-034	Customer Invoices / Customer Billing Database	Indefinite		Indefinite	Yes	Mag, Ppr			Data Fields / Records are interrelated; GC §60201
Finance / Accounts Receivable & Customer Service	FN-035	Direct Deposits / Lock Box & Backup (Images, Stubs & Deposit Tickets)	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Accounts Receivable & Customer Service	FN-036	Direct Payment Applications	2 years	3 years	5 years		Mag, Ppr			Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §60201
Finance / Accounts Receivable & Customer Service	FN-037	Liens	10 years		10 years		Mag, Ppr			Liens are good for 10 years from recording date, and may be extended by re-recording lien; WC 36729; 37212(b),
Finance / Accounts Receivable & Customer Service	FN-038	Payment Stubs (mailed) / Utility Receipts (when payment is made at the counter)	When No Longer Required		When No Longer Required		Mag, Ppr			Department preference; Transitory records not retained in the ordinary course of business; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Accounts Receivable & Customer Service	FN-039	Returned Checks (NSF, etc.)	5 years		5 years	Yes: Until Paid	Mag, Ppr			Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §60201
Finance / Accounts Receivable & Customer Service	FIN-039.1	Water Billing: Appeals - Payment Delinquency & Impending Discontinuation	Final Decision + 2 years		Final Decision + 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116908
Finance / Accounts Receivable & Customer Service	FIN-039.2	Water Billing: Non-payment Notices / Notice of Payment Delinquency & Impending Discontinuation (Initial, Final)	When No Longer Required		When No Longer Required		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116908
Finance / Accounts Receivable & Customer Service	FIN-039.3	Water Billing: NSF Checks / Adjustments to Customer accounts	When No Longer Required		When No Longer Required		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116908
Finance / Accounts Receivable & Customer Service	FIN-039.4	Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.	Expiration or Completion of Payment Plan		Expiration or Completion of Payment Plan		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116910

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Finance / Accounts Receivable & Customer Service	FIN-039.5	Water Billing: Policy on Discontinuation of Residential Service for Nonpayment	When Superseded - Minimum 2 years		When Superseded; Minimum 2 years			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S §116906; GC §60201
Finance / Accounts Receivable & Customer Service	FIN-039.6	Water Billing: Report of Annual Discontinuations of Residential Service	Minimum 2 years		Minimum 2 years			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S §116918; GC §60201
CASH MANAGEMENT											
Finance / Cash Manag.	FN -040	Bank Deposit Receipts	2 years	3 years	5 years			Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Cash Manag.	FN -041	Bank Signature Cards	Superseded + 5 years		Superseded + 5 years			Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Cash Manag.	FN -042	Cash Receipts	2 years	3 years	5 years			Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Cash Manag.	FN -043	Customer Deposits	2 years	3 years	5 years			Mag, Ppr			District preference for drinking water regulations; CCP §§338 et seq., 340 et seq., 342, GC §60201
PAYROLL											
Finance / Payroll	FN -044	Cancelled Payroll Checks, Including Voided copies for Automatic Deposits	2 years	5 years	7 years			Mag, Ppr			GC §60201(d)(12), CCP § 337

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC &
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Payroll	FN -045	Billing: COBRA and Retiree Medical	Termination of Service	7 years	Termination of Service + 7 years	Yes: During Service	Mag, Ppr			Retained to cover auditing standards; General rule under ERISA (Employee Retirement Income Security Act) is 7 years; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §60201
Finance / Payroll	FN -046	Billing: Separated Employee Loans (Educational Reimbursement, etc.)	Fully Paid	7 years	Fully Paid + 7 years	Yes: During Service	Mag, Ppr			GC §60201(d)(12)
Finance / Payroll	FN -047	DE-6 & 941 Forms DE-6 & 941 Forms, DE-7, DE-9 DE-43, W-3, & DE-166, IRS 5500 Forms (Employee Benefit Plans) - Quarterly Payroll Tax Returns	5 years		5 years		Mag, Ppr			Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), 26 CFR §1.6001-1, R&T §19530, GC §60201
Finance / Payroll	FN -048	Employee Payroll File Includes automatic payroll deposit authorizations, education loans, deductions, voluntary deductions, W-4s, etc.	Separation + 1 year	3 years	Separation + 4 years		Mag, Ppr			Department preference (W-4's are required for 4 years); FLSA requires 3 years; 29 CFR 516; GC §60201 et seq.
Finance / Payroll	FN -049	Garnishments	Fully Satisfied or Separated + 2 years		Fully Satisfied or Separated + 2 years		Mag, Ppr			Department preference; GC §60201 et seq.
Finance / Payroll	FN -050	Payroll Checks	2 years	5 years	7 years		Mag, Ppr			GC §60201(d)(12), CCP § 337
Finance / Payroll	FN -051	Payroll Registers / Payroll Reports Includes Deferred Compensation Reports, PERS reports, 401A, etc.	When No Longer Required		When No Longer Required		Mag, Ppr			Department preference (The software can accurately reproduce reports); GC §60201(d)(12)

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Payroll	FN -052	PERS File Copies of PERS payments, statements, etc. Includes copies of Temporary Workers stubs & timesheets	2 years	5 years	7 years		Mag, Ppr			Department preference (Meets Municipal Government auditing Standards); GC §60201(d)(12)
Finance / Payroll	FN -053	Reports: Vacation / Sick Leave Usage	When No Longer Required		When No Longer Required		Mag, Ppr			Draft / Preliminary documents (financial database is the original); GC §60201
Finance / Payroll	FN -054	Timesheets / Timecards	2 years	5 years	7 years		Mag, Ppr			GC §60201(d)(12); 29 CFR 516.5 & 516.6(c); IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d)
Finance / Payroll	FN -055	W-2's	2 years	5 years	7 years		Mag, OD, Mfr, Ppr	S / I	Yes: After Annual Audit	Department preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §60201(d)(12)
PURCHASING										
Finance / Purchasing	FN-056	Purchase Orders	When No Longer Required		When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (software can accurately re-create Purchase Order); GC §60201
Finance / Purchasing	FN-057	Vehicle Titles (Pink Slips)	Upon Sale of the Vehicle		Upon Sale of the Vehicle	Yes	Mag, Ppr			Given to the new owner upon sale of the vehicle; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: GENERAL MANAGER

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
GENERAL MANAGER										
General Manager	GM-001	Projects, Programs, Subject & Issues (Issues and/or projects will vary over time)	When No Longer Required		When No Longer Required			Mag, Ppr		Department Preference; GC §60201
General Manager	GM-002	Speech Notes / PowerPoint Presentations	When No Longer Required		When No Longer Required			Mag, Ppr		Notes, drafts, or preliminary documents; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
(OFR)									
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
HUMAN RESOURCES									
Human Resources	HR-001	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage & Transmittal Form)	4 years		4 years			Mag, Ppr	Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns" ; GC §60201
Human Resources	HR-002	Affirmative Action Complaints - Department of Fair Employment & Housing (DFEH) or Equal Opportunity Commission (EEOC) / Harassment Claims	Separation + 3 years		Separation + 3 years			Mag, Ppr	Department preference (same as the Personnel File); All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; 2 CCR 11013(c); GC §§12946, 12960, 60201
Human Resources	HR-003	Applications for Employment / Recruitment Files: Solicited (Not Hired) (Includes Applications (Unsuccessful), Advertisements, Interview Notes, Job Brochures, Test Data, Rating Sheets, Questions, Eligibility Lists, Reference Checks, etc.)	1 year After Hiring Decision	3 2 years	4 3 years After Hiring Decision			Mag, Ppr	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 2-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq ., 2 CCR 11013(c); GC §§12946, 12960, 60201
Human Resources	HR-004	Applications for Employment, Interest Cards or Resumes: Non-Solicited / Unsolicited / No open position (not hired)	When No Longer Required		When No Longer Required			Mag, Ppr	No positions open; therefore not deemed part of District recruitment practices; considered a transitory record not materially impacting the conduct of the public's business; GC §60201

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Human Resources	HR-005	Beneficiary Files / FSA Files (Binders) (401A, 457, PERS, FSA) Place in Official Personnel File upon Separation	Separation + 1 year	5 years	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §§12946, 12960, 60201
Human Resources	HR-006	Cal-OSHA Log 200, 300, 300A, 301, etc.	5 years		5 years		Mag, Ppr			Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; ; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33;GC §60201 et seq.; LC §6429c
Human Resources	HR-007	Classification and Compensation Studies / Surveys / Salary Surveys	When No Longer Required		When No Longer Required		Mag, Ppr			Department Preference; GC §60201
Human Resources	HR-008	Contracts for Employees (Consultants / Contractors)	Completion	10 years	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Also see Grants. Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers must retain their records for completion + 10 years; CCP §§336(a), 337 et. seq., GC §60201
Human Resources	HR-008.1	COVID-19 Notifications to Employees	3 years		3 years		Mag, Ppr			LC §6409.6(k), GC §60201

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Human Resources	HR-009	District Benefit Contracts & Benefit Plans / Insurance Policies (Health, Dental, Deferred Compensation, Pension, etc.)	Plan Termination + 1 year	1 year	Plan Termination + 2 years			Mag, Ppr		EEOC / ADEA (Age) requires 1 year after benefit plan termination; State Law requires 2 years after action; 9 CFR 1627.3(b)(2); 29 USC 1027; 11 CCR 560; 28 CCR 1300.85.1; GC §60201
Human Resources	HR-010	DMV Pull Notices	When Superseded, or Upon Separation		When Superseded, or Upon Separation			Mag, Ppr		Department Preference; GC §§60201, 60201 et seq.
Human Resources	HR-011	Drug and Alcohol Testing / D.O.T files (ALL Files - Random, Post-Accident & Reasonable Suspicion Tests, refusals, annual summaries, etc.)	5 years		5 years			Mag, Ppr		Department preference; D.O.T. Requires 5 years for positive tests, refusals, annual summaries, etc, 1 year for negative tests; EEOC / FLSA / ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 229 CFR 1627.3(b)(1)(v), GC §§12946, 12960, 60201, 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq. 49 CFR 653.71
Human Resources	HR-012	EEO-4 Reports and records required to generate EEO-4 report (Self-Identification Form, etc.)	1 year	2 years	3 years			Mag, Ppr		29 CFR 1602.30; 29 CFR 1602.31 , 29 CFR 1602.32 ; GC §60201
Human Resources	HR-013	Grievances	Separation + 1 year	5 years	Separation + 6 years			Mag, Ppr		Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 229 CFR 1602.31 & 1627.3(b)(1); GC §§12946, 12960, 12960, 60201; 29 USC 1113, LC 1174

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Human Resources	HR-014	I-9s	Separation + 3 years		Separation + 3 years			Mag Ppr		Non-citizens must re-certify periodically; Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 60201, 60201	
Human Resources	HR-015	Illness and Injury Prevention Program	Minimum of Superseded + 2 years		Minimum of Superseded + 2 years			Mag, Ppr		Consistent with District-wide standards; GC §60201	
Human Resources	HR-016	Job Descriptions	Superseded + 1 years	2 years	Superseded + 3 years	Yes: Before Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Human Resources	HR-017	Loss Runs - State Fund, Workers Compensation, etc.	2 years	3 years	5 years			Mag, Ppr			Department Preference (actuary wants 10 years of data); GC §60201 et seq.
Human Resources	HR-018	Personnel Files - Medical File (Includes pre-employment physicals, hazmat exposure records, pulmonary tests, Class B medicals, medical leaves, Respiratory Fit Tests, etc.)	Separation + 1 year	29 years, or Termination of Benefits + 5 years, Whichever is Longer	Separation + 30 years, or Termination of Benefits + 5 years, Whichever is Longer	Yes: Until Separation		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 60201; LC §1198.5

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Human Resources	HR-019	Personnel Files - Official Personnel file (Includes Application, Awards, Backgrounds, Employee Action Forms, DMV Reports, Disciplinary Actions, Certifications, Commendations, Evaluations, Grievances, Licenses, Oath of Office, Policy acknowledgements, Supplemental Life Insurance, etc. - Excludes Medical Records)	Separation + 1 year	5 years	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.14, 1602.31 & 1627.3(b)(ii); GC §§12946, 12960, 60201; 29 USC 1113; GC §3105; LC §1198.5
Human Resources	HR-020	Retirement Benefit Files	Termination of Benefits (includes Spouses' Benefits)	6 years	Termination of Benefits + 6 years (Includes Spouses' Benefits)	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; GC §§12946, 12960, 60201; 29 USC 1113
Water Efficiency / Safety OR Human Resources	HR-021	Training Database (Tracks what employees have received what training)	Indefinite		Indefinite		Mag, Ppr			Data Fields / Records are interrelated; GC §60201

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC &	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Water Efficiency / Safety OR Human Resources	HR-022	Training: ALL COURSE RECORDS / SYLLABUS, AND ROSTER OF ATTENDEES	2 years	3 years	5 years					Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 12960, 60201, 53235.2(b)
Human Resources	HR-023	Worker's Compensation Claims Files	Close	30 years, or Termination of Benefits + 5 years, Whichever is Longer	Separation + 30 years, or Termination of Benefits + 5 years, Whichever is Longer	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR 10102; 8 CCR 15400.2, 8 CCR §3204(d)(1) et seq., 29 CFR 1910.1020, GC §§12946, 12960, 60201. CCP §337 et seq.
RISK MANAGEMENT										
Human Resources / Risk Manage.	HR-024	Claims	Final Resolution	5 years	Final Resolution + 5 years	Yes: Until Resolution	Mag, Ppr			Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 60201(d)(4)
Human Resources / Risk Manage.	HR-025	Insurance Policies - ALL	Expiration + 2 years	P	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 60201(d)(4)

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition					Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options		Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
OPERATIONS ADMINISTRATION										
Operations / Admin.	OP-001	Aboveground Storage Tanks (Agency Owned) Spill Prevention Control and Countermeasures (SPCC), Inspections, Integrity Testing, Maintenance, Repairs	20 years		20 years		Mag, Ppr			Department Preference; applies to both Tier I and Tier II Tanks; (Tier II tanks are required to have an integrity test every 20 years); GC §60201
Operations / Admin.	OP-002	AQMD Monitoring	5 years		5 years		Mag, Ppr			Department Preference; 40 CFR 70.6; GC §60201
Operations / Admin.	OP-003	Asbestos Disposal - Chain of Custody	2 years	P	P		Mag, Ppr, OD, Per	S/I	Yes: After QC'd	Department Preference; GC §60201
Operations / Admin.	OP-004	Business Plans / Hazardous Materials Inventory / Disclosures (for Local Fire Authorities / Districts)	5 years		5 years		Mag, Ppr			Department Preference (this is performed annually); GC §60201
Operations / Admin.	OP-005	Call Sheets / Standby Calls	2 years		2 years		Mag, Ppr			Department preference; GC §60201
Operations / Lead Div.	OP-006	Confined Space Entries / Hot Work Permits (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	2 years		2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6); GC §60201

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Operations / Admin.	OP-007	Customer Information System / Field Memos / Service Orders / Service Tracker CMMS DATABASE (Computerized Maintenance Management System)	Indefinite		Indefinite		Mag		Data is interrelated; GC §60201	
Operations / Admin.	OP-008	Customer Information System / Field Memos / Service Orders / Service Tracker - All Information Entered in CMMS Database	When No Longer Required		When No Longer Required		Mag, Ppr		Preliminary drafts (the database is the original); GC §60201	
Operations / Admin.	OP-009	Encroachment Permit (Road / Street Cuts)	Upon Expiration		Upon Expiration		Mag, Ppr		Issued by other agencies for our work; GC §60201	
Admin. / Information Technology & Ops	OP-010	Geographic Information System (GIS)	Indefinite		Indefinite	Yes	Mag		Data is interrelated; GC §60200, 60201 et seq.	
Operations / Admin.	OP-011	Hazardous Waste Manifests / Disposal (includes batteries)	5 years	P	P	Yes: Before Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC'd	Department preference (District has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §60201
Operations / Admin.	OP-012	Hydrant Maintenance Logs / Exercises and Flushes (prior to CMMS)	5 years		5 years		Mag, Ppr		Department Preference; GC §60201	
Operations / Admin.	OP-013	Incidents / Unauthorized Discharges: Main Breaks, Spills, Investigations and Corrective Actions, Notice to Comply - ALL	Last Action + 5 years		Last Action + 5 years	Yes: Before Resolution	Mag, Ppr			Department Preference; Code of Federal Regulations requires 3 years; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b)(2); 22 CCR §64470

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Operations / Admin.	OP-014	MSDS / SDS Masters (Material Safety Data Sheets / Safety Data Sheets) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	Superseded + 2 years	28 years	Superseded + 30 years			Mag, Mfr, OD, Ppr	S	Yes: When Inactive Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 910.1020(d)(1)(ii)(B), GC §60201
Operations / Admin.	OP-015	NPDES Permits	Expiration + 3 years		Expiration + 3 years	Yes		Mag, Mfr, OD, Ppr	S	Yes: After QC Department Preference; NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Operations / Admin.	OP-016	Permits: Hazardous Materials Storage, other regulatory permits	Expiration + 3 years		Expiration + 3 years	Yes		Mag, Mfr, OD, Ppr	S	Yes: After QC Department Preference; GC §60201
Operations / Admin.	OP-017	Plans: IRWMP (Integrated Regional Water Management Plan), etc.	10 years		10 years			Mag, Mfr, OD, Ppr	S	Yes: After QC Department preference; GC §60201
Operations / Admin.	OP-018	Respirator Inventory & Maintenance	2 years		2 years			Mag, Ppr		Department preference; GC §60201
Operations / Admin.	OP-019	Two-Way Radio Licensing and Information	Expiration + 2 years		Expiration + 2 years	Yes: Until Expired		Mag, Mfr, OD, Ppr	S/I	Yes: After QC'd Covers statute of limitations for written contracts (4 years); Statewide guidelines propose Permanent; CCP § 337 et. Seq.; GC § 60201

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition					Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options		Image: I=Import M=Mfr S=Scan
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
Operations / Admin.	OP-020	Underground Service Alerts (USA's) / Dig Alerts	3 years		3 years		Mag, Ppr		Department Preference (required for 3 years); the warrantee period for work done is usually 5 years, the Statute of Limitations for some work may be up to 10 years; CCP §337 et seq., GC §§4216.2(f) & 4216.3(d), 60201
Operations / Admin.	OP-021	Vehicle and Equipment Folders: Includes Maintenance History, Inspections, etc.	Disposal of Vehicle or Equipment + 2 years		Disposal of Vehicle or Equipment + 2 years		Mag, Ppr		Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. seq., 13 CCR 1234(f); GC §60201

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
WATER DISTRIBUTION (DRINKING WATER / POTABLE WATER)										
Operations / Water Dist.	OP-022	Backflow Testing / Cross Connection	3 years	2 years	5 years		Mag, Ppr			Department Preference; Meets California Department of Health requirements; GC §60201; 17 CCR 7605(f)
Operations / Water Dist.	OP-023	Customer Concerns / Customer Complaints: Odor / Taste / Visual Complaints about Potable Water (Entered into CMMS)	5 years		5 years		Mag, Ppr			5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470(a)
Operations / Water Dist.	OP-024	Daily Safety Checks / Pre-Starts / Commercial Vehicle Prestarts and Forklift Inspections / Pre-Trip Inspections	1 year		1 year		Mag, Ppr			Department preference; Required for 3 months from the date of the Report; 49 CFR 396.11et seq.; 13 CCR 1234(3); 49 CFR 396.11(e)(2); 49 CFR-396.21(b)(1); GC §60201
Operations / Water Dist.	OP-025	Diaries - Water Distribution (Some contain As-built drawings)	P		P		Mag, Ppr			Department preference; GC §60201
Operations / Water Dist.	OP-026	Flow Meter Reading	5 years		5 years		Mag, Ppr			Department preference; GC §60201
Operations / Water Dist.	OP-027	Generator Operation Logs (for Fixed / Stationary generators) / Inspections	3 years		3 years		Mag, Ppr			AQMD Rule 1470; GC §34090
Operations / Water Dist.	OP-028	Lab Reports & Chains of Custody: Bacteriological and Organics	5 years		5 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470
Operations / Water Dist.	OP-029	Lab Reports & Chains of Custody: Chemical (Includes Chlorine Residuals)	10 years		10 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department preference; State law requires 12 years, Federal 10 years; 40 CFR 141.33(a); 22 CCR §64470

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Operations / Water Dist.	OP-030	Lab Reports & Chains of Custody: Lead & Copper	12 years		12 years			Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Required for 12 years or 2 compliance cycles; 40 CFR 141.91
Operations / Water Dist.	OP-031	Leak Reports	5 years		5 years			Mag, Ppr			5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470
Operations / Water Dist.	OP-032	Manuals: Operations & Maintenance / Project Manuals (O&M Manuals)	Upon Disposal of Equipment		Upon Disposal of Equipment	Yes: Until Superseded		Mag, Ppr			Maintain copies as long as the infrastructure is in the field (Engineering maintains originals permanently); Copies; GC §60200
Operations / Water Dist.	OP-033	Meter Calibration Records (Production Meters)	2 years	10 years	12 years			Mag, Ppr			Consistent with Lead & Copper Analysis; 40 CFR 141.33(a)
Operations / Water Dist.	OP-034	Meter Changes / Pump Meter Changes	Upon Change of Pump or Meter		Upon Change of Pump or Meter			Mag, Mfr, OD, Ppr	S/I	Yes: After QC'd	Department Preference; GC §60201
Operations / Water Dist.	OP-035	Pressure Tests	5 years		5 years			Mag, Ppr			Department preference; GC §60201
Operations / Water Dist.	OP-036	Pump Tests & Meter Tests	Upon Change of Pump or Meter		Upon Change of Pump or Meter			Mag, Ppr			Department Preference; GC §60201
Operations / Water Dist.	OP-037	SCADA Alarm & Status Printouts / Charts	When No Longer Required		When No Longer Required			Mag, Ppr			Database is original, printouts are drafts / copies. Data is interrelated; system qualifies as a "trusted system"; GC §§60200, 12168.7

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Operations / Water Dist.	OP-038	SCADA Database (Supervisory Control and Data Acquisition)	Indefinite		Indefinite	Yes	Mag, Ppr			Department preference; Data is interrelated; GC §§60201
Operations / Water Dist.	OP-039	Vulnerability Assessment / Emergency Response Plan / Risk & Resiliency Assessment / Hazard Mitigation Plan	When Superseded - Minimum 2 years		When Superseded - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Confidential; 42 USC 300i-2(d); GC §60201

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
WATER RESOURCES										
Operations / Water Resources	OP-040	Plans: GWMP (Ground Water Management Plan), etc.	10 years		10 years		Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; GC §60201
Operations / Water Resources	OP-041	Well Construction Files: Permanent File Agreements / Contracts (copies), Bid Package(Winning), Change Orders, Environmental, Final As-Built Drawings (Record Drawings), Inspection Pictures, Inspection Reports, Material Testing, Operations & Maintenance Manuals, Permits (Design, Environmental), Preliminary Design Report, Rights of Way / Easements, Soils, Geotechnical Reports, Specifications, Submittals, Surveys, CAD files, Engineer's Calculation Files	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: Complet. + 10 years	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §60201

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Operations / Water Resources	OP-042	Well Construction Files: Administration - 10 year file Project Administration, Bid Summary, Bonds, Certified Payroll, Grant Documents, Errors & Omissions, Insurance Certificates, Notifications, Progress Payments, Punch Lists, Videos Post-Construction & Pre-Construction, Bid Bonds (returned), Bond Copies of Drawings, Correspondence (Transitory / Preliminary Drafts), Engineer's Estimates, Memoranda, NPDES, Permits (Construction & Street Opening), Project Schedules, Requests for Information, Stop Notices - Claims, CCTV	Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Ppr		Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §60201	
Operations / Water Resources	OP-043	Well Extraction Verifications	2 years	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; GC §60201
Water Efficiency	OP-044	Well Water Production Reports (to State DHS / DPH & DWR)	Life of Well		Life of Well		Mag, Mfr, OD, Ppr	S/I	Yes: After QC'd	Department Preference; Meets California Department of Health requirements (3 years); GC §60201
Operations / Water Resources	OP-045	Well Water Quality Reports	5 years		5 years		Mag, Ppr			5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Water Efficiency	OP-046	Wells Depth to Water measurements, Sounding, Compiled Reports, etc.	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; GC §60201

RECORDS RETENTION SCHEDULE: WATER EFFICIENCY

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
WATER EFFICIENCY										
Water Efficiency	WE-001	Classes, Sign-in Sheets	2 years		2 years			Mag, Ppr		Department preference; GC §60201
Water Efficiency	WE-002	Conservation Violation Notices	3 years		3 years			Mag, Ppr		Department preference; GC §60201
Water Efficiency	WE-003	Evaluations, Surveys, & Audits (Conservation Inspection Results, Evaluations, Landscape, etc.)	5 years		5 years			Mag, Ppr		Department preference; meets municipal government auditing requirements, and may have grant funding; GC §60201
Water Efficiency	WE-004	Landscape Toilet / Turf / Washer Incentive Application & Payment Worksheet: Denial Letters	5 years		5 years			Mag, Ppr		Department preference; GC §60201
Water Efficiency	WE-005	Landscape / Toilet / Turf / Washer Incentive Application & Payment Worksheet & Reimbursement	5 years		5 years			Mag, Ppr		Department preference; GC §60201
Water Efficiency	WE-006	Meter Installation, Repair, Replacement - CMMS DATABASE (Computerized Maintenance Management)	Indefinite		Indefinite			Mag		Data is interrelated; GC §60201
Water Efficiency	WE-007	Meter Installation, Repair, Replacement - All Information Entered in CMMS Database	When No Longer Required		When No Longer Required			Mag, Ppr		Preliminary drafts (the database is the original); GC §60201
Water Efficiency	WE-008	Meter Sheets: Installation, Notes, etc	5 years		P			Mag, Mfr, OD, Ppr	S	Yes: After QC & OD Department preference; GC §60201 et seq.
Water Efficiency	WE-009	Rebate Requests: ALL Approved High-Efficiency Toilet Rebate, Water-Free Urinal Rebate, Clothes Washer Rebate, Hot Water Recirculation System Rebate, etc.	5 years		5 years			Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD Department preference to meet auditing standards and MWD's requirements; GC §60201

RECORDS RETENTION SCHEDULE: WATER EFFICIENCY

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Water Efficiency	WE-010	Reports: CUWCC (California Urban Water Conservation Council), Conservation, etc.	10 years		10 years			Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference (Commercial baseline is 10 years); GC §60201
Water Efficiency	WE-011	Studies / Technical Studies / Meter Replacement Advance Studies	5 years		P			Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201 et seq.
Water Efficiency	WE-012	Urban Water Management Plans (UWMP)	10 years		10 years			Mag, Ppr			Department Preference (copies) GC §60201
SAFETY											
Water Efficiency / Safety	WE-013	Cal-OSHA Inspections & Citations	5 years		5 years			Mag, Ppr			Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a); 29 CFR 1904.33, 29 CFR 1904.44; GC §60201 et seq.; LC §6429c
Water Efficiency / Safety	WE-014	Emergency Exercises / Drills / After Action Reports	When No Longer Required		When No Longer Required	Yes: Until Superseded		Mag, Ppr			Department Preference; GC §60201
Water Efficiency / Safety	WE-015	Industrial Hygiene Surveys / Sampling Plan, Data	5 years		5 years			Mag, Ppr			Department Preference (actuary wants 10 years of data); GC §60201 et seq.
Water Efficiency / Safety	WE-016	Safety Committee / Safety Steering Committee	5 years		5 years			Mag, Ppr			Department preference; 8 CCR §3203 et seq.; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: WATER EFFICIENCY

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Water Efficiency / Safety	WE-017	Safety Inspections	5 years		5 years			Mag, Ppr		Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a); 29 CFR 1904.33, 29 CFR 1904.44; GC §60201 et seq.; LC §6429c
Water Efficiency / Safety OR Human Resources	WE-018	Training Database (Tracks what employees have received what training)	Indefinite		Indefinite			Mag, Ppr		Data Fields / Records are interrelated; GC §60201
Water Efficiency / Safety OR Human Resources	WE-019	Training: ALL COURSE RECORDS / SYLLABUS, AND ROSTER OF ATTENDEES	2 years	3 years	5 years			Mag, Ppr		Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 12960, 60201, 53235.2(b)

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH ALL PHASE CONSTRUCTION & ENGINEERING, INC. FOR THE MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT

STATUS : Action Item

REPORT DATE : April 6, 2022

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

OBJECTIVE:

Consider acceptance of a bid to install a water main adjacent to the south property line of Mesa Verde High School and along Carriage Drive from south of Kanai Avenue to north of Pratt Avenue.

BACKGROUND AND ANALYSIS:

The Mesa Verde High School and Carriage Drive Water Main Project (Project) will complete two (2) capital improvement projects that are part of the District’s 1999-2029 Capital Improvement Plan. These Projects appear in the 2022 Capital Projects Budget as the Mesa Verde High School Water Main Project (C21-104) and the Carriage Drive Water Main Project (C22-101). The Project includes installing 2,694 linear feet of 12-inch water main, 10 linear feet of 8-inch water main, 38 linear feet of 6-inch water main, one (1) 12-inch pressure reducing station, six (6) 12-inch gate valves, four (4) 8-inch gate valves, one (1) 6-inch gate valve, two (2) 2” air/vacuum valves, and one (1) 1-inch water sampling location.

The District received three (3) sealed proposals on April 6, 2022, at which time proposals were opened and read publicly. Bids received are as follows:

- | | |
|---|----------------|
| 1. All Phase Construction and Engineering, Inc. | \$728,866.80 |
| 2. Flowline Contractors, Inc. | \$736,497.75 |
| 3. Lund Construction, Co. | \$1,566,835.50 |

The lowest responsive bid received was from All Phase Construction and Engineering, Inc., Citrus Heights, Ca. at \$728,866.80 as noted above. This bid was approximately 7.5% below the final Engineering Estimate of \$788,065.00 which was revised from the initial Engineering Estimate in July 2021 of \$640,892.00 to account for inflated material and fuel costs, supply chain issues, and new pavement and striping requirements. Staff has determined that there are sufficient funds within the 2022 adopted Capital Projects Budget for this Project, and staff recommends acceptance of the lowest responsive bid.

RECOMMENDATION:

Accept the bid of All Phase Construction and Engineering, Inc. in the amount of \$728,866.80 and establish a contingency fund in the amount of \$72,888.00 (10%), for a total amount of \$801,774.80. Authorize the General Manager to execute an agreement with All Phase Construction and Engineering, Inc.

ATTACHMENT:

Mesa Verde High School and Carriage Drive Water Main Project Construction Agreement

ACTION:

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

MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT

SPECIFICATIONS FOR
PROJECT NO. C21-104
PROJECT NO. C22-101



CONSTRUCTION AGREEMENT



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

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

916/725-6873 • 916/725-0345 Fax

SECTION 00010
TABLE OF CONTENTS

INTRODUCTORY INFORMATION

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

BIDDING REQUIREMENTS

SECTION 00200	INSTRUCTIONS TO BIDDERS.....	5
SECTION 00400	BID FORM.....	13
SECTION 00405	CONTRACTOR'S CERT. RE WORKERS' COMPENSATION ..	18
SECTION 00410	BID BOND	19
SECTION 00420	NON-COLLUSION DECLARATION	21
SECTION 00430	CONTRACTOR INFORMATION AND EXPERIENCE FORM ...	22
SECTION 00440	LIST OF SUBCONTRACTORS FORM	30
SECTION 00441	IRAN CONTRACTING ACT CERTIFICATION	33

CONTRACT FORMS

SECTION 00500	CONTRACT	34
SECTION 00610	PERFORMANCE BOND	38
SECTION 00620	PAYMENT BOND.....	42

CONDITIONS OF THE CONTRACT

SECTION 00700	GENERAL CONDITIONS.....	45
ARTICLE 1.	DEFINITIONS.....	45
ARTICLE 2.	CONTRACT DOCUMENTS	46
ARTICLE 3.	CONTRACTS DOCUMENTS: COPIES & MAINTENANCE ..	47
ARTICLE 4.	CONTRACTOR SHALL MAINTAIN A CLEAN,	47
	UNDAMAGED SET OF CONTRACT DOCUMENTS AT THE PROJECT SITE	
ARTICLE 5.	EXISTENCE OF UTILITIES AT THE WORK SITE.....	48
ARTICLE 6.	SCHEDULE	51
ARTICLE 7.	SUBSTITUTIONS.....	52
ARTICLE 8.	SHOP DRAWINGS.....	53
ARTICLE 9.	SUBMITTALS	53
ARTICLE 10.	MATERIALS.....	54
ARTICLE 11.	CONTRACTOR'S SUPERVISION	54
ARTICLE 12.	WORKERS.....	54
ARTICLE 13.	SUBCONTRACTORS	55
ARTICLE 14.	VERIFICATION OF EMPLOYMENT ELIGIBILITY	55
ARTICLE 15.	PERMITS AND LICENSES	55
ARTICLE 16.	UTILITY USAGE	56

SECTION 00010
TABLE OF CONTENTS

ARTICLE 17.	INSPECTION FEES FOR PERMANENT UTILITIES	56
ARTICLE 18.	TRENCHES.....	57
ARTICLE 19.	DIVERSION OF RECYCLABLE WASTE MATERIALS	58
ARTICLE 20.	REMOVAL OF HAZARDOUS MATERIALS	58
ARTICLE 21.	SANITARY FACILITIES	58
ARTICLE 22.	AIR POLLUTION CONTROL.....	59
ARTICLE 23.	COMPLIANCE WITH STATE STORM WATER PERMIT.....	59
ARTICLE 24.	CLEANING UP	60
ARTICLE 25.	LAYOUT AND FIELD ENGINEERING	60
ARTICLE 26.	EXCESSIVE NOISE	61
ARTICLE 27.	TESTS AND INSPECTIONS	61
ARTICLE 28.	PROTECTION OF WORK AND PROPERTY.....	62
ARTICLE 29.	CONTRACTORS MEANS AND METHODS.....	64
ARTICLE 30.	AUTHORIZED REPRESENTATIVES.....	64
ARTICLE 31.	HOURS OF WORK	64
ARTICLE 32.	PAYROLL RECORDS.....	65
ARTICLE 33.	PREVAILING RATES OF WAGES.....	65
ARTICLE 34.	EMPLOYMENT OF APPRENTICES	66
ARTICLE 35.	LABOR COMPLIANCE.....	66
ARTICLE 36.	CONTRACTOR AND SUBCONTRACTOR REGISTRATION.....	67
ARTICLE 37.	NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY	67
ARTICLE 38.	LABOR/EMPLOYMENT SAFETY	68
ARTICLE 39.	INSURANCE	69
ARTICLE 40.	FORM AND PROOF OF CARRIAGE OF INSURANCE	73
ARTICLE 41.	TIME FOR COMPLETION AND LIQUIDATED DAMAGES... ..	74
ARTICLE 42.	COST BREAKDOWN AND PERIODIC ESTIMATES	75
ARTICLE 43.	MOBILIZATION	76
ARTICLE 44.	PAYMENTS.....	76
ARTICLE 45.	PAYMENTS WITHHELD AND BACKCHARGES	77
ARTICLE 46.	CHANGES AND EXTRA WORK	78
ARTICLE 47.	OCCUPANCY	82
ARTICLE 48.	INDEMNIFICATION.....	83
ARTICLE 49.	RECORD ("AS BUILT") DRAWINGS.....	83
ARTICLE 50.	RESOLUTION OF CONSTRUCTION CLAIMS	84
ARTICLE 51.	DISTRICT'S RIGHT TO TERMINATE CONTRACT	88
ARTICLE 52.	WARRANTY AND GUARANTEE	92
ARTICLE 53.	DOCUMENT RETENTION & EXAMINATION	93
ARTICLE 54.	SOILS INVESTIGATIONS.....	93
ARTICLE 55.	SEPARATE CONTRACTS	93
ARTICLE 56.	NOTICE AND SERVICE THEREOF.....	94
ARTICLE 57.	NOTICE OF THIRD PARTY CLAIMS.....	94
ARTICLE 58.	STATE LICENSE BOARD NOTICE	94
ARTICLE 59.	INTEGRATION.....	95
ARTICLE 60.	ASSIGNMENT.....	95

SECTION 00010
TABLE OF CONTENTS

SECTION 00010
TABLE OF CONTENTS

ARTICLE 61.	CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY	95
ARTICLE 62.	ASSIGNMENT OF ANTITRUST ACTIONS.....	95
ARTICLE 63.	PROHIBITED INTERESTS	96
ARTICLE 64.	LAWS AND REGULATIONS.....	96
ARTICLE 65.	PATENT FEES OR ROYALTIES.	96
ARTICLE 66.	OWNERSHIP OF DRAWING	97
ARTICLE 67.	NOTICE OF TAXABLE POSSESSORY INTEREST	97
SECTION 00750	SPECIAL CONDITIONS.....	98
SP – 1	DIFFERING SITE CONDITIONS.....	98
SP – 2	USE OF STANDARDS.....	98
SP – 3	DESCRIPTION OF BID ITEMS	98
SP – 4	DAMAGE TO PAVEMENT AND CONCRETE.....	98
SECTION 00900	GENERAL SPECIFICATIONS	99
1.	SCOPE OF WORK.....	99
2.	DISTRICT FURNISHED ITEMS	100
3.	CONTRACTOR FURNISHED ITEMS	100
4.	ITEMS OF WORK, MEASUREMENT AND PAYMENT	101
5.	ORDER OF WORK	109
6.	BACTERIOLOGICAL TESTING PROCEDURE AND	111
	TIMELINE	
7.	EXCAVATION AND POTHOLES.....	112
8.	REMOVAL, RELOCATION OR PROTECTION OF	113
	EXISTING UTILITIES	
9.	HOURS OF WORK	114
10.	MATERIAL SUBMITTALS	115
11.	VARIATIONS FROM PLANS AND SPECIFICATIONS OR	115
	OTHER CONTRACT DOCUMENTS	
12.	CALIFORNIA CONTRACTOR'S LICENSE	116
	CLASSIFICATION	
13.	SUBCONTRACT DOCUMENTS	116
14.	PERMIT FOR CONSTRUCTION WATER.....	116
15.	SAFETY AND HEALTH PROVISIONS.....	116
16.	INJURY AND ILLNESS PREVENTION/HAZARD	116
	COMMUNICATION	
17.	PRE-CONSTRUCTION CONFERENCE.....	116
18.	PROJECT MEETINGS.....	117
19.	CONSTRUCTION SCHEDULE	117
20.	EMERGENCY MATTERS AFTER HOURS	117
21.	EMERGENCY CONTACT AND CONTRACTOR	117
	RESPONSE	
22.	TRENCH EXCAVATION COMPETENT PERSON	118
	ASSIGNMENT AND RESPONSIBILITIES	

SECTION 00010
TABLE OF CONTENTS

SECTION 00010
TABLE OF CONTENTS

SECTION 01000	SPECIAL PROVISIONS	120
1.	TRAFFIC CONTROL REQUIREMENTS.....	120
2.	U.S.A MARKINGS AND TIRE MARKINGS	120
3.	DAMAGE TO PAVEMENT AND CONCRETE.....	120
4.	STORAGE OF EQUIPMENT AND MATERIALS.....	121
5.	MINIMUM COVER	121
6.	BACKFILL, COMPACTION, AND COMPACTION	121
	TESTING	
7.	THRUST BLOCKS	122
8.	TEMPORARY TRENCH RESTORATION.....	122
9.	BRONZE SERVICE SADDLES	123
10.	RESILIENT WEDGE GATE VALVES.....	123
11.	CHLORINATION AND FLUSHING.....	123
12.	SPRINKLERS.....	124
13.	CONCRETE RESTORATION	124
14.	MAINTAINING TRAFFIC, PUBLIC CONVENIENCE.....	125
	AND SAFETY	
15.	PUBLIC NOTIFICATION	127
16.	CONSTRUCTION LAYOUT AND STAKING.....	127
17.	SLURRY SEAL TYPE 2	128
18.	THERMOPLASTIC TRAFFIC STRIPING AND	129
	PAVEMENT MARKINGS	
SECTION 01100	IRRIGATION SYSTEM REPAIRS	133-143
SECTION 01200	LANDSCAPE RESTORATION.....	144-157
SECTION 01300	LANDSCAPE MAINTENANCE PERIOD	158-163
SECTION 01400	PROJECT PLANS (21 sheets, 22" x 34")	----
SECTION 01500	DIVISION OF DRINKING WATER WAIVER RESPONSE LETTERS (13 Pages Including Cover)	----
SECTION 01600	ENCROACHMENT PERMIT DOCUMENTS (16 Pages Including Cover)	----
SECTION 01700	LIST OF MATERIALS PROVIDED (6 Pages Including Cover)	----

SECTION 00010
TABLE OF CONTENTS

**SECTION 00100
NOTICE INVITING BIDS**

NOTICE INVITING BIDS

Citrus Heights Water District ("District") will receive sealed bids for the Mesa Verde High School and Carriage Drive Water Main Project no later than April 6, 2022 at 2:00 pm, at the Administrative Office of Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610, at which time said bids will be read aloud. The District will not accept late bids. Bids shall be valid for 60 calendar days after the bid opening date.

The Project must be completed within **62** calendar days (**45** working 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 first work day shall be no earlier than June 8, 2022, the first day of Summer Break for Mesa Verde High School and the adjacent Carriage Drive Elementary School. The final work day shall be no later than August 10, 2022, the last day of Summer Break.

The Project consists of all Work described in the Contract Documents and generally consists of furnishing of all labor, tax, equipment and services for the construction and completion of the following work commencing at Volta Way, running adjacent to the south property line of Mesa Verde High School, and running within the roadway of Carriage Drive, terminating on Lauppe Way, within the City of Citrus Heights. **The District shall furnish all pipeline materials and appurtenances at no cost to the Contractor as specified in the Contract Documents, Plans and Specifications. All other materials for backfill and site restoration shall be provided by the Contractor as specified in Contract Documents, Plans and Specifications.** The work to be completed includes, but is not limited to, installing 2,694 linear feet of 12-inch water main, 10 linear feet of 8-inch water main, 38 linear feet of 6-inch water main, one (1) 12-inch pressure reducing station, six (6) 12-inch gate valves, four (4) 8-inch gate valves, one (1) 6-inch gate valve, two (2) 2" air/vacuum valves, and one (1) 1-inch water sampling location.

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.

**SECTION 00100
NOTICE INVITING BIDS**

SECTION 00100
NOTICE INVITING BIDS

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 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: March 16, 2022 at 9AM. A MANDATORY Pre-bid Project Site Meeting will be held immediately following the Pre-Bid Conference. Each and every Bidder MUST attend the Pre-Bid Conference and Project Site Meeting. Bids WILL NOT be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference and Project Site Meeting.

The last day to submit written questions is March 22, 2022 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 March 24, 2022.

The District's preliminary cost estimate for this Project is \$788,065.00. This preliminary cost estimate includes all Add Alternate Bid Items and excludes the cost of Materials Provided by the District.

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.

SECTION 00100
NOTICE INVITING BIDS

SECTION 00100
NOTICE INVITING BIDS

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

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.

**SECTION 00100
NOTICE INVITING BIDS**

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

END OF NOTICE INVITING BIDS

SECTION 00200
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

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

2. EXAMINATION OF CONTRACT DOCUMENTS

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

3. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

and received no later than March 22, 2022 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.

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

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

5. ADDENDA

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

6. ALTERNATE BIDS

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

7. COMPLETION OF BID FORMS

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

8. MODIFICATIONS OF BIDS

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

SECTION 00200
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. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

16. BASIS OF AWARD; BALANCED BIDS

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

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

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

18. INSURANCE REQUIREMENTS

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

19. AWARD PROCESS

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

20. FILING OF BID PROTESTS

Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing via the electronic bid management system at least ten (10) business Days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form of 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

SECTION 00200
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,

SECTION 00200
INSTRUCTIONS TO BIDDERS

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: All Phase Construction & Engineering, 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:

**MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE
WATER MAIN PROJECT**

We hereby propose to furnish all labor, materials (except those provided by District), 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
	Mesa Verde High School C21-104				
1	Mobilization. (8% Max. of total)	1	Lump Sum	12,500.00	12,500.00
2	Sheeting, shoring and bracing. (1% Max. total)	1	Lump Sum	1,000.00	1,000.00
3	Traffic control plan and implementation. (5% Max. of total)	1	Lump Sum	2,000.00	2,000.00
4	Storm water pollution prevention implementation. (1% Max. of total)	1	Lump Sum	2,000.00	2,000.00
5	Install 12" PC 350 Ductile Iron Pipe (DIP) water main.	32	Lineal Feet	170.00	5,440.00
6	Install 12" CL305 DR 14 AWWA C900 Polyvinylchloride (PVC) water main.	1,447	Lineal Feet	109.00	157,723.00
7	Install 6" CL305 DR 14 AWWA C900 Polyvinylchloride (PVC) water main.	38	Lineal Feet	175.00	6,650.00
8	12" connection to existing 8" water main.	1	Each	7,500.00	7,500.00
9	6" connection to existing 6" water main.	1	Each	7,500.00	7,500.00

**SECTION 00400
BID FORM**

Bid Item	Description	Quantity	Units	Unit Cost	Price
10	Install 12" resilient wedge gate valve.	5	Each	650.00	3,250.00
11	Install 8" resilient wedge gate valve.	2	Each	650.00	1,300.00
12	Install 6" resilient wedge gate valve.	1	Each	650.00	650.00
13	Install 12" pressure reducing station.	1	Each	15,650.00	15,650.00
14	Install 2" air/vacuum valve – below ground.	1	Each	8,600.00	8,600.00
15	Install 1" water sampling location.	1	Each	2,000.00	2,000.00
16	4" Max. depth Asphaltic Concrete (AC) paving restoration.	1,120	Square Feet	12.00	13,440.00
17	Concrete Restoration.	140	Square Feet	12.00	1,680.00
18	Landscape Restoration (Hydroseed).	44,900	Square Feet	1.50	67,350.00
Total Base Bid (Mesa Verde High School C21-104)					316,233.00
Add Alternate Bid Items 19-21					
19	Demolish and dispose of asphalt tennis court surface and remove fencing as needed.	1	Lump Sum	4,000.00	4,000.00
20	Install Type 2 Slurry.	4,900	Square Feet	2.50	12,250.00
21	Remove and reinstall all striping.	1	Lump Sum	1,980.00	1,980.00
Total Add Alternate Bid Items (Mesa Verde High School C21-104)					18,230.00
Total Base Bid with Add Alternate Bid Items (Mesa Verde High School C21-104)					334,463.00

Bid Item	Description	Quantity	Units	Unit Cost	Price
	Carriage Drive C22-101				
22	Mobilization. (8% Max. of total)	1	Lump Sum	15,500.00	15,500.00
23	Sheeting, shoring and bracing. (1% Max. total)	1	Lump Sum	1,500.00	1,500.00

**SECTION 00400
BID FORM**

**SECTION 00400
 BID FORM**

24	Traffic control plan and implementation. (5% Max. of total)	1	Lump Sum	5,500.00	5,500.00
25	Storm water pollution prevention implementation. (1% Max. of total)	1	Lump Sum	2,000.00	2,000.00
26	Install 12" CL305 DR 14 AWWA C900 Polyvinylchloride (PVC) water main.	1,247	Lineal Feet	162.00	202,014.00
27	Install 8" PC 350 Ductile Iron Pipe (DIP) water main.	10	Lineal Feet	1,200.00	12,000.00
28	12" connection to existing 18" water main.	1	Each	14,000.00	14,000.00
29	12" connection to existing 12" water main.	1	Each	1,600.00	1,600.00
30	Existing 8" reconnection to existing 18" water main.	1	Each	6,500.00	6,500.00
31	Slurry and abandon 25 liner feet of 18" water main.	1	Lump Sum	1,850.00	1,850.00
32	Install 12" resilient wedge gate valve.	1	Each	650.00	650.00
33	Install 8" resilient wedge gate valve.	2	Each	650.00	1,300.00
34	Install 2" air/vacuum valve – below ground.	1	Each	8,600.00	8,600.00
35	4" Max. depth Asphaltic Concrete (AC) paving restoration.	8,250	Square Feet	11.00	90,750.00
36	Concrete Restoration.	160	Square Feet	15.00	2,400.00
Total Base Bid (Carriage Drive C22-101)					366,164.00
Add Alternate Bid Items 37-38					
37	Install Type 2 Slurry Seal.	50,545	Square Feet	0.44	22,239.80
38	Remove and reinstall all striping and stencils.	1	Lump Sum	6,000.00	6,000.00
Total Add Alternate Bid Items (Carriage Drive C22-101)					28,239.80
Total Base Bid with Add Alternate Items (Carriage Drive C22-101)					394,403.80

Bidders must provide pricing for every bid item.

**SECTION 00400
BID FORM**

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 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):

\$ 728,866.80
Total Bid Price for Both Projects with all Add Alternates in Numbers

SEVEN HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS AND
Total Bid Price for Both Projects with all Add Alternates in Written Form EIGHTY CENTS

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

**SECTION 00400
BID FORM**

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. 886326, Expiration Date 12/31/23, 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. 1000013744 (provide DIR for all sub-contractors, separate pages may be attached as needed). If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges understanding and full consideration of 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 All Phase Construction & Eng., Inc.

Signature Garry Eastey

Name and Title Garry Eastey / President

Dated 4-6-22

END OF BID FORM

**SECTION 00400
BID FORM**

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

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder All Phase Construction & Eng., Inc.

Signature *Garry Eastey*

Name *Garry Eastey*

Title *President*

Dated *4-6-22*

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410
BID BOND

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated April 6th, 2022, for Mesa Verde High School and Carriage Drive 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 4th Day of April, 2022, the name and corporate seal of each corporation.

(Corporate Seal)

X [Signature]
Contractor/ Principal
By Garry Easley

Title President

X [Signature]

(Corporate Seal)

Surety

By Steven A. Callaway

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title

SECTION 00410
BID BOND

Notary Acknowledgment

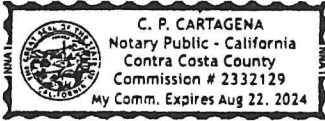
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On April 4, 2022, before me, C.P. Cartagena, Notary Public, personally appeared Steven A. Callanan, 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.



Signature of Notary Public

WITNESS my hand and official seal.

C.P. Cartagena

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 Steven A Callanan
Title(s)

Partner(s) Limited
 General

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

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

N/A

DESCRIPTION OF ATTACHED DOCUMENT

All Phase Construction Engineering Fee
Bid Bond Citrus Heights Water Dist.
Title or Type of Document

2
Number of Pages

April 4, 2022
Date of Document

N/A
Signer(s) Other Than Named Above



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206634-986932

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Stanwood, Steven Callaway, Theresa R. Baner

all of the city of Pleasant Hill state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of April, 2022.



By: Renee C. Llewellyn, Assistant Secretary

**SECTION 00420
NON-COLLUSION DECLARATION**

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of All Phase Const., 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 4-6-22 [date], at Citrus Heights [city], California [state].

Garry Eastey
(Signature)

Garry Eastey
(Print Name)

President
(Print Title)

4-6-22
(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: All Phase Construction & Engineering, Inc.

2.0 Type, if Entity: S Corporation

3.0 Bidder Address: 5964 Devecchi Blvd, Citrus Heights, CA
95621

916.332.1490 916.332.1475
Facsimile Number Telephone Number

4.0 How many years has Bidder's organization been in business as a Contractor? 16

5.0 How many years has Bidder's organization been in business under its present name? 16

5.1 Under what other or former names has Bidder's organization operated?: All Phase Construction Inc.

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

6.1 Date of Incorporation: 2009

6.2 State of Incorporation: California

6.3 President's Name: Garry Easley

6.4 Vice-President's Name(s): N/A

6.5 Secretary's Name: Heidi Easley

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

6.6 Treasurer's Name: Heidi Easley

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

7.1 Date of Organization: NA

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

NA

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

NA

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

NA

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

Mass Earthwork and grading, excavating, finish grading-

curb, gutter, sidewalk, certified building pads, concrete slip forming, installation - asphalt paving, fire, water, storm, sewer

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

No

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

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

NO

13.0 List Trade References:

Rich Alexander - Guardian Capitol - 916-765-0405

Mark Tekin - Tekin & Associates - 469-458-0485

Owen Sullivan - Northwest Homes - 916-225-9156

Sam Stamas - Stamas Corporation - 916-783-0330

14.0 List Bank References (Bank and Branch Address):

First American

1625 Douglas Blvd

Roseville, CA 95661

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

Pacific Diversified Insurance Services, CA License 0K07568

Agent: Terry Baner, Surety Specialist

363 Civic Dr. #100, Pleasant Hill, CA 94523

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
The Preserve at Harbison Guardian Capitol	Earthwork, Grading Wet Utilities, Concrete & Asphalt.	99% Complete, just waiting for Builders to finish so we can complete some concrete work.	\$3,053,176.39	Rich Alexander 916-765-0405
The Blossoms at Brentwood Tekin & Assoc.	Earthwork, Grading Wet Utilities, Concrete & Paving	6/15/2022	\$6,432,596.00	Mark Tekin 469-458-0485
Arena Senior Apartments Stamas Corp.	Earthwork, Grading Wet Utilities, Concrete & Paving	6/30/2022	\$2,705,376.00	Sam Stamas 916-783-0330
Fair Oaks Senior Apartments Citrus Heights Stamas Corp.	Earthwork, Grading Wet Utilities, Concrete & Paving	11/30/2022	\$2,533,607.00	Sam Stamas 916-783-0330

**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
FedEx Facility	Earthwork, Grading Wet Utilities, Concrete & Paving	11/1/20 - 12/22/21	\$3,751,986.00	Licha Const. Rich Fricke 626-808-8370
NARS Storm Drain & Roadway Project, Sacramento County	Grading, Wet Utilities, Concrete & Paving	10/1/20 - 12/23/20	\$643,120.34	Jonathan Eden P.E. 916-235-0574
Carlile Estates #2 Northwest Homes	Earthwork, Grading Wet Utilities, Concrete & Paving	2/1/2020 - 9/15/2020	\$509,097.00	Owen Sullivan 916-225-9156

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Madison Plaza RSR Construction	Grading, Wet Utilities, Concrete & Paving	6/20/2019 - 01/15/2020	\$655,514.00	Blake Mills 503-645-5357
Vacaville Apartments Guardian Capitol	Grading, Wet Utilities, Concrete & Paving	5/15/19 - 11/20/2020	\$366,206,1.00	Rich Alexander 916-765-0405

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

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

Jim Falk - Project Manager

Travis Carpenter - Superintendent

2. Summarize each person's specialized education:

Jim Falk - Computer Science & Math @ Chico State, CA.

Travis has been field taught and has held the positions of Truck Driver, Operator, Foreman and now is our Superintendent. Travis has managed several projects from subdivisions to apartment complexes.

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

Jim Falk - 35 Years Field Experience

Travis Carpenter - 12 Years Field Experience

4. Summarize such experience:

Jim Falk - Installed & Managed Underground for many multi-million dollar projects.

Travis Carpenter - Installed and managed many multi-million dollar projects involving wet utilities, grading, concrete and Paving.

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:

NA

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 All Phase Construction & Engineering, Inc.

Signature *Garry Fasley*

Name *Garry Fasley*

Title *President*

Dated *4-6-22*

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
HYDROSEAL	SSEC	NEWCASTLE	0.80	1039888 100058550
STRIPING	SIERRA TRAFFIC MARKINGS	ROSEVILLE	3.1	795317 100002783
SLURRY SEAL	DRYCO	SACRAMENTO	4.7	540379 1000003241

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

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

Name of Bidder All Phase Construction & Engineering, Inc.

Signature 

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

Name and Title Garry Eastey / President

Dated 4-6-22

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 *Jerry Fulus*
Titled *President*
Firm *All Phase Construction Inc.*
Date *4/6/22*

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 _____, 2022, in the County of Sacramento, State of California, by and between the Citrus Heights Water District, hereinafter called District, and All Phase Construction & Engineering, 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:

Mesa Verde High School and Carriage Drive 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 **62** calendar Days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. The first work day shall be no earlier than June 8, 2022, the first day of Summer Break for Mesa Verde High School and the adjacent Carriage Drive Elementary School. The final work day shall be no later than August 10, 2022, the last day of Summer Break. 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 Seven Hundred Twenty-eight Thousand Eight Hundred Sixty-six Dollars and Eight Cents (\$728,866.80), 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

SECTION 00500
CONTRACT

does not affect the District's rights to other damages or remedies specified in the Contract Documents or allowed by law.

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
- Irrigation System Repairs
- Landscape Restoration
- Landscape Maintenance Period
- Project Plans

SECTION 00500
CONTRACT

- Division of Drinking Water Documents
- Encroachment Permit Documents
- List of Materials Provided
- 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.

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.

<p>ALL PHASE CONSTRUCTION & ENGINEERING, INC.</p> <p>By _____</p> <p>Garry Easley, President:</p> <p>License No.</p> <p>886326</p> <p>DIR Registration No.</p> <p>1000013744</p>	<p>CITRUS HEIGHTS WATER DISTRICT</p> <p>By _____</p> <p>Name and Title:</p> <p><u>Hilary M. Straus, General Manager</u></p>
---	--

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

**SECTION 00610
PERFORMANCE BOND**

SECTION 00610
PERFORMANCE BOND

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

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

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

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

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

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

SECTION 00610
PERFORMANCE BOND

**SECTION 00610
PERFORMANCE BOND**

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

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

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

**SECTION 00610
PERFORMANCE BOND**

**SECTION 00610
PERFORMANCE BOND**

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

**SECTION 00620
PAYMENT BOND**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

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

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

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

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

**SECTION 00620
PAYMENT BOND**

**SECTION 00620
PAYMENT BOND**

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

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

SECTION 00620
PAYMENT BOND

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ 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.

SECTION 00700
GENERAL CONDITIONS

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

ARTICLE 2. CONTRACT DOCUMENTS

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

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

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

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

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

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

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

**SECTION 00700
GENERAL CONDITIONS**

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

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

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

a. **Existing Utilities**

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

b. **Utility Location**

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

**SECTION 00700
GENERAL CONDITIONS**

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

**SECTION 00700
GENERAL CONDITIONS**

SECTION 00700
GENERAL CONDITIONS

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.

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

- 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.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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.

**SECTION 00700
GENERAL CONDITIONS**

- 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.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

- 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.

**SECTION 00700
GENERAL CONDITIONS**

- 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

**SECTION 00700
GENERAL CONDITIONS**

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

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

ARTICLE 16. UTILITY USAGE

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

ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES

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

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 18. TRENCHES

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

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

**SECTION 00700
GENERAL CONDITIONS**

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

ARTICLE 19. DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 20. REMOVAL OF HAZARDOUS MATERIALS

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

ARTICLE 21. SANITARY FACILITIES

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

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 22. AIR POLLUTION CONTROL

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

ARTICLE 23. COMPLIANCE WITH STATE STORM WATER PERMIT

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

**SECTION 00700
GENERAL CONDITIONS**

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

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

ARTICLE 24. CLEANING UP

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

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

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

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 26. EXCESSIVE NOISE

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

ARTICLE 27. TESTS AND INSPECTIONS

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

**SECTION 00700
GENERAL CONDITIONS**

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

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

ARTICLE 28. PROTECTION OF WORK AND PROPERTY

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

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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

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

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

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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

ARTICLE 29. CONTRACTORS MEANS AND METHODS

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

ARTICLE 30. AUTHORIZED REPRESENTATIVES

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

ARTICLE 31. HOURS OF WORK

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

**SECTION 00700
GENERAL CONDITIONS**

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

**SECTION 00700
GENERAL CONDITIONS**

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

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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

SECTION 00700
GENERAL CONDITIONS

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

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

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

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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,

**SECTION 00700
GENERAL CONDITIONS**

SECTION 00700
GENERAL CONDITIONS

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.

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

- 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

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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.

**SECTION 00700
GENERAL CONDITIONS**

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),

**SECTION 00700
GENERAL CONDITIONS**

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.

**SECTION 00700
GENERAL CONDITIONS**

- 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

SECTION 00700
GENERAL CONDITIONS

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

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

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

**SECTION 00700
GENERAL CONDITIONS**

SECTION 00700
GENERAL CONDITIONS

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

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

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.

**SECTION 00700
GENERAL CONDITIONS**

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.

**SECTION 00700
GENERAL CONDITIONS**

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

SECTION 00700
GENERAL CONDITIONS

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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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.

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

- 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

**SECTION 00700
GENERAL CONDITIONS**

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,

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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.

**SECTION 00700
GENERAL CONDITIONS**

SECTION 00700
GENERAL CONDITIONS

- 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.

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

- 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:

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

- 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

**SECTION 00700
GENERAL CONDITIONS**

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.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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.

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

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**

**MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT
C21-104 AND C22-101**

The work described herein shall be performed according to the Citrus Heights Water District Contract Documents, Plans and Specifications as follows:

1. SCOPE OF WORK

The work shall include installing:

- 2,694 lineal feet of 12" Class 305 DR 14 PVC Pipe
- 10 lineal feet of 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)
- 38 lineal feet of 6" Class 305 DR 14 PVC Pipe

The work shall also include installing:

- Six (6) 12" resilient wedge gate valves
- Four (4) 8" resilient wedge gate valves
- One (1) 6" resilient wedge gate valve

The work shall also include installing:

- One (1) 12" pressure reducing station

The work shall also include installing:

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

The work shall also include installing:

- One (1) 1" water sampling station

The Project consists of all Work described in the Contract Documents, Plans and Specifications, and generally consists of furnishing all materials for backfill and site restoration, labor, tax, equipment and services for construction to completely install an operating facility.

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 all pipeline materials and appurtenances at no cost to the Contractor, including but not limited to, valves, fittings, the pressure reducing station vault, valve boxes and riser material, and locator wire (see Section 01700 for List of Materials Provided). Contractor shall verify materials and determine if additional materials are required. Contractor shall notify the District within 15 days of Notice to Proceed if additional materials are required to complete work.**
- 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 City of Citrus Heights and pay all costs for fees and inspection at no cost to the Contractor.
- The District shall file and maintain a Notice of Exemption for the California Environmental Quality Act (CEQA).

3. CONTRACTOR FURNISHED ITEMS

- **The Contractor shall furnish all other materials for backfill and site restoration including, but not limited to, ¾" aggregate base rock, ¾" crushed rock, sand, concrete restoration, thrust blocks, temporary and final paving, all materials required for landscape restoration, irrigation system repairs, restoration of surface features (i.e. chain link fencing and gates), and hauling and disposal of spoils, as specified in the Contract Documents, Plans and Specifications. 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 required materials in a timely manner.**
- **All pipeline materials and appurtenances supplied by the District will be ordered in advance and stored at the District's Skycrest Wellsite at 5640 Southgrove Drive. The Contractor shall be responsible for providing the required equipment to load and transport all materials to a location in the proximity of the project site within 15 days following the Notice to Proceed.**
- **Storage of equipment and materials on the properties shall not be permitted**

**SECTION 00900
GENERAL SPECIFICATIONS**

without the written permission of the property owner. The Contractor shall contact the City of Citrus Heights to determine if any use permits are required and obtain same, if required, at no additional expense to the District. Contractor shall provide a copy of the Agreement between the property owner and the contractor.

- **Storage of equipment and materials within the City of Citrus Heights right-of-way shall require coordination with the District Inspector and the City of Citrus Heights Encroachment Inspector. Requirements of the Encroachment Permit shall prevail.**
- 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 City of Citrus Heights. The Traffic Control Plan shall comply with the City of Citrus Heights Encroachment Permit.

4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

Bid Items 1 and 22, Mobilization: Includes preparatory work and operations, including, but not limited to, that necessary for the movement of materials, 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. Includes installation of a temporary 6' chain link fence and gates as required along the construction easement border to secure the construction site as indicated on the Mesa Verde HS Project Plans, Sheets 4 through 7. Includes installing 4' orange fencing around the score board and around a tree as indicated on the Mesa Verde HS Project Plans, Sheet 7. Includes removal and replacement in kind of existing chain link fencing at four (4) locations as indicated on the Mesa Verde HS Project Plans, Sheets 4, 6, and 7.

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 Items 2 and 23, 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.

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

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 Items 3 and 24, Traffic Control Plan and Implementation: Includes preparing and obtaining approval for a Traffic Control Plan, procurement and placement of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector. The Contractor shall comply with the approved City of Citrus Heights Encroachment Permit, and shall implement traffic control procedures as directed by the City Inspector and the District Inspector. The Contract lump sum price paid for Traffic Control Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and stationary mounted signs, project information signs, flagging, removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, as shown on the Project Plans and as directed by the City Inspector. 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 and 25, Storm Water Pollution Prevention Implementation: Includes procurement and placement of all storm water pollution protection materials and equipment, and fulfillment of all other requirements as specified in the Project Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector and the District Inspector. The Contractor shall comply with changes to the approved storm water pollution protection plans as required by the City of Citrus Heights Encroachment Inspectors and the District Inspector. The contract

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

lump sum price paid for Storm Water Pollution Prevention Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved with Storm Water Pollution Prevention Implementation, including filter bags, gravel filled bags, geotextile fabric or erosion control blankets, staples, temporary fiber rolls, stakes, and removal of all storm water pollution protection materials and equipment from the site upon completion of work and as directed by the City and District Inspectors.

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

Bid Item 5, Install 12" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main:

Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 12" 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_711" and "TREN_713CH"*

Bid Items 6 and 26, Install 12" CL305 DR 14 AWWA C900 Polyvinylchloride (PVC)

Water Main: Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 12" CL305 DR 14 AWWA C900 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_711" and "TREN_713CH"*.

Bid Item 7, Install 6" CL305 DR 14 AWWA C900 Polyvinylchloride (PVC) Water Main:

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 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-

**SECTION 00900
GENERAL SPECIFICATIONS**

SECTION 00900
GENERAL SPECIFICATIONS

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_711" and "TREN_713CH"*.

Bid Item 8, 12" Connection to Existing 8" Water Main: Includes connecting newly constructed 12" 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 *MESA VERDE HIGH SCHOOL PLANS, Sheet 4, Note 2*.

Bid Item 9, 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 *MESA VERDE HIGH SCHOOL PLANS, Sheet 7, Note 4*.

Bid Items 10 and 32, Install 12" Resilient Wedge Gate Valve: Includes installing an 12" 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 Items 11 and 33, 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 12, 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"*.

SECTION 00900
GENERAL SPECIFICATIONS

**SECTION 00900
GENERAL SPECIFICATIONS**

Bid Item 13, Install 12" Pressure Reducing Station: Includes installing a 12" pressure reducing station. Includes 12" pressure reducing valve, 2" pressure reducing valve, 12" strainer, pressure gauges, saddles, fittings, vault and cover. 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 *MESA VERDE HIGH SCHOOL PLANS, Sheet 8*.

Bid Items 14 and 34, Install 2" Air/Vacuum Valve – Below Ground: Includes the installation of a 2" Type K hard copper water service and 2" 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 DETAIL "AV_422"*.

Bid Item 15, Install 1" water sampling location: Includes the installation of a 1" water sampling station for construction water sampling. Includes installing a 1" copper water service pointing straight up using materials as specified in Construction Detail WS_108CU. After construction sampling is complete, corporation stop to be removed and saddle to be permanently plugged with 1" brass plug. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Payment shall be at the contract unit price per each unit, complete. See *CONSTRUCTION DETAILS "WS_108CU"*.

Bid Items 16 and 35, 4" 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 4" Maximum depth (installed in 2" maximum lifts) in accordance with City of Citrus Heights and County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside City right -of-way. Includes removal and reinstallation of striping including crosswalks, lettering and reflective buttons along and near the trench restoration.

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 4" Asphaltic Concrete (AC) Paving

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in 4" Asphaltic Concrete Paving Restoration and striping as stated above, complete in place, as shown on the plans, as specified in these specifications, and as directed by the District Inspector.

See *CONSTRUCTION DETAIL "TREN_713CH"*.

Bid Items 17 and 36, Concrete Restoration: This work includes construction and finish saw cutting, removal, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. The replaced curb, gutter and sidewalk shall be constructed in conformance with County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside City right of way.

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

See *SPECIAL PROVISIONS, Concrete Restoration*.

Bid Item 18, Landscape Restoration: This work consists of restoring the landscape areas of two (2) baseball outfield areas and the irrigation systems in like kind condition prior to water main installation. Includes sod removal and disposal as needed and topsoil installation over water main trench and all areas damaged by construction, hydroseed installation over entire construction site, irrigation and sprinkler system repairs as required to replace in kind, grading, amendment, fertilization, ninety (90) day landscape maintenance period, and a general site cleanup. Payment shall be at the contract price per each unit, complete.

See *Section 01100, Irrigation System Repairs*.

See *Section 01200, Landscape Restoration*.

See *Section 01300, Landscape Maintenance Period*.

Bid Item 27, Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main:

Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 8" Pressure Class 350 Ductile Iron 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_711" and "TREN_713CH"*.

Bid Item 28, 12" Connection to Existing 18" Water Main: Includes connecting newly

SECTION 00900
GENERAL SPECIFICATIONS

constructed 12" water main to existing 18" 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 *CARRIAGE PLANS, Sheet 4, Note 2.*

Bid Item 29, 12" Connection to Existing 12" Water Main: Includes connecting newly constructed 12" water main to existing 12" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See *CARRIAGE PLANS, Sheet 6, Note 2.*

Bid Item 30, Existing 8" Reconnection to Existing 18" Water Main: Includes reconnecting existing 8" water main to existing 18" 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 *CARRIAGE PLANS, Sheet 7, Notes 1, 2, and 3.*

Bid Item 31, Slurry and Abandon 25 Linear Feet of 18" Water Main: Includes installation of a ½ sack sand slurry into a 25 linear foot section of 18" water main to eliminate air pockets as indicated on the Project Plan. Includes capping or plugging the open end to contain slurry. Payment shall be at the contract lump sum price, complete.

See *CARRIAGE PLANS, Sheet 7, Note 4.*

SECTION 00900
GENERAL SPECIFICATIONS

**SECTION 00900
GENERAL SPECIFICATIONS**

Add Alternative Bid Items:

Bid Item 19, Demolish and Dispose of Asphalt Tennis Court Surface and Remove Fencing as Required: This work consists of demolishing the existing asphalt tennis court surface and removal of perimeter fencing as required to install 12" water main. The length of water main trench across the tennis courts is approximately 285 linear feet. The trench will be backfilled with native material without resurfacing per Construction Detail TREN_711. Includes disposal of all asphalt removed from trench.

The contract lump sum price paid for Demolish and Dispose of Asphalt Tennis Court Surface and Remove Fencing as Required shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in Remove and Demolish and Dispose of Asphalt Tennis Court Surface and Remove Fencing as Required, complete in place, as shown on the plans, as specified in these specifications, and as directed by the District Inspector.

Bid Item 20 and 37, Install Type 2 Slurry Seal: This work consists of installing Type 2 Slurry Seal on the entire roadway surface as indicated on the Project Plans, including surface preparation as necessary in accordance with City of Citrus Heights and County of Sacramento Standard Construction Specifications.

Install Type 2 Slurry Seal is an **Add Alternative Bid Item** and may not be required by the City of Citrus Heights.

The contract unit price paid per square foot for Install Type 2 Slurry Seal shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in Install Type 2 Slurry Seal, complete in place, as shown on the plans, as specified in these specifications, and as directed by the District Inspector.
See Section 01000, Special Provisions, Item 17 Slurry Seal Type 2.

Bid Item 21 and 38, Remove and Reinstall All Striping and Stencils: This work consists of removal (grinding) of all existing surface markings prior to installing Type 2 Slurry Seal and reinstalling all surface markings after installing Type 2 Slurry Seal. Includes grinding of all existing striping and stencils/legends. Includes applying 6" white fog/bike lane lines, double yellow center lines with reflectors, 12" limit/cross walk lines, and stencils/legends. Note that this excludes all removal and reinstallation of striping as required in Bid Items 16 and 35.

Remove and Reinstall All Striping and Stencils is an **Add Alternative Bid Item** and may not be required by the City of Citrus Heights. If Type 2 Slurry Seal is not required, replace only striping and stencils damaged during the project and include with Paving Restoration.

The contract lump sum price paid for Remove and Reinstall All Striping and Stencils shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in Remove and Reinstall All Striping and Stencils, complete in

**SECTION 00900
GENERAL SPECIFICATIONS**

SECTION 00900
GENERAL SPECIFICATIONS

place, as shown on the plans, as specified in these specifications, and as directed by the District Inspector.

See Section 01000, Special Provisions, Item 18, Thermoplastic Traffic Striping and Pavement Marking.

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, 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 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.
4. Flush and hydrostatically test water mains and services. District performs bacteriological sampling.
5. Coordinate with District Inspector for connecting new water mains to existing water mains upon notification by District of satisfactory bacteriological sampling.
6. Abandon old facilities. All open ends of old facilities shall be concrete capped. All abandoned valve boxes shall be removed, backfilled, compacted, and restored with appropriate surface restoration.
7. Restore sites to pre-construction conditions as required and obtain approval from the District and the City of Citrus Heights and San Juan Unified School District/Mesa Verde High School.
8. **Construction Schedule to indicate the following order of work:**
 - A. Demolition of tennis courts and tennis court fencing.**
 - B. Remove chain link fencing at baseball field.**
 - C. Install temporary construction fencing.**
 - D. Construct and test 12" water main shown on the Mesa Verde High School Plans (Sta 10+90 to Sta 25+00).**
 - E. Restore all landscape (hydroseed) on the Mesa Verde High School**

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

- property.
- F. Replace chain link fencing at baseball field.**
 - G. Remove temporary construction fencing.**
 - H. Concurrently with the restoration work, construct and test 12" water main on the Carriage Drive Plans (Sta 10+00 to Sta 22+50).**
 - I. Construct tie-ins on Carriage Drive and Lauppe Lane.**
 - J. Abandon and slurry 25 linear feet of 18" water main.**
 - K. Construct and test 12" water main and pressure reducing station on Volta Way.**
 - L. Construct tie-ins on Volta Way.**
 - M. Restore paved and concrete surfaces.**
 - N. Remove all roadway striping.**
 - O. Slurry roadway.**
 - P. Replace all striping.**

SECTION 00900
GENERAL SPECIFICATIONS

**SECTION 00900
GENERAL SPECIFICATIONS**

6. BACTERIOLOGICAL TESTING PROCEDURE AND TIMETABLE

Before project construction begins:

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

During project:

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.

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

12. CHWD Water Quality personnel will sample mains downstream of project for Coliform and HPC after the new main is connected to the CHWD distribution system.

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

**SECTION 00900
GENERAL SPECIFICATIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

existing utilities prior to construction as specified in the plans and specifications. The types, locations, sizes and/or depths of the existing underground utilities as shown on the plans were obtained from sources of varying reliability. The Contractor is cautioned that only actual excavation will reveal the types, extent, sizes, location, and depths of such underground utilities. If a utility is damaged, the Contractor shall contact the utility company immediately for repair. The Contractor shall pay all costs for such repair if said damage is determined to be the responsibility of the Contractor. The Contractor shall receive no additional compensation for removing and reinstalling any pipe or appurtenances due to a lack of proper advance potholing.

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

**SECTION 00900
GENERAL SPECIFICATIONS**

SECTION 00900
GENERAL SPECIFICATIONS

necessarily idled during such work.

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

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site or construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the Project Plans and specifications.

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

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

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

9. HOURS OF WORK

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

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

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

SECTION 00900
GENERAL SPECIFICATIONS

**SECTION 00900
GENERAL SPECIFICATIONS**

deducted by the District from retention monies due the Contractor.

10. MATERIAL SUBMITTALS

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

Submittal List

<u>Item Description</u>	<u>Submittal Summary</u>
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
Hydroseed	As specified in Section 01200 Landscape Restoration
Type 2 Slurry Seal	As specified in Section 01000 Special Provisions
Striping	As specified in Section 01000 Special Provisions

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

**SECTION 00900
GENERAL SPECIFICATIONS**

made by the Contractor without written authorization from the District setting forth a complete description of the change.

12. CALIFORNIA CONTRACTOR'S LICENSE CLASSIFICATION

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

13. SUBCONTRACT DOCUMENTS

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

14. PERMIT FOR CONSTRUCTION WATER

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

15. SAFETY AND HEALTH PROVISIONS

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

16. INJURY AND ILLNESS PREVENTION/HAZARD COMMUNICATION

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

17. PRE-CONSTRUCTION CONFERENCE

**SECTION 00900
GENERAL SPECIFICATIONS**

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 determined by MapQuest. The District shall be provided with a cellular telephone number and other relevant contact information for said designated competent person. The

**SECTION 00900
GENERAL SPECIFICATIONS**

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.

**SECTION 00900
GENERAL SPECIFICATIONS**

Trench and Excavation “Competent Person” Assignment

PROJECT NAME: _____

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

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

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

As such, the individual has the ability to detect:

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

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

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

Designated by:

Signature: _____ Date _____

Name _____ Title _____

_____ Title _____ Date _____

Signature of individual assigned as Competent Person:

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

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

**SECTION 01000
SPECIAL PROVISIONS**

**MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT
C21-104 AND C22-101**

1. Traffic Control Requirements

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

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

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

SECTION 01000
SPECIAL PROVISIONS

be solely the responsibility of the Contractor.

4. Storage of Equipment and Materials

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

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

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

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 City of Citrus Heights 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.

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

9. 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.

10. Resilient Wedge Gate Valves

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

The valve shall have a 250 psig working pressure.

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

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

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

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

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

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

11. Chlorination and Flushing

The Contractor shall use a licensed Chlorination Specialist for the process of introducing

SECTION 01000
SPECIAL PROVISIONS

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 test procedure. Dechlorination shall be maintained at 0.0 PPM at all times during any disposal of any water into a drainage system.

12. Sprinklers

The property has 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. Full compensation for restoration of existing sprinkler systems shall be considered as included in the contract unit prices paid for Landscape Restoration. See Section 011000 Irrigation System Repairs.

13. 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**

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

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 Sacramento Standard Construction Specifications Plan 4-30 and Section 27.

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

◆ **Saw-cutting**

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

◆ **Placement**

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

◆ **Vandalism**

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

14. Maintaining Traffic, Public Convenience and Safety

The Contractor shall be responsible for the safety of traffic within the Project limits and on the approaches to the Project. The Contractor shall be responsible for maintaining local property access and access to the existing public cross-streets within the limits of this

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

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.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the District Inspector, public traffic and convenience will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the City of Citrus Heights 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 City of Citrus Heights and District prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be made in writing and include plans and information showing requested duration, days of the week, routes, signing and safety measures. Approval or rejection of requests will be at the sole discretion of the City of Citrus Heights 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.

SECTION 01000
SPECIAL PROVISIONS

**SECTION 01000
SPECIAL PROVISIONS**

15. 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.

16. 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, 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.

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

- 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.

17. Slurry Seal Type 2

Contractor shall apply a Type 2 slurry seal in the locations and to the limits specified on the plans and as directed by the City of Citrus Heights Engineer. Slurry Seal work shall conform to Section 37-3 of the State Standard Specifications, as specified in these Technical Specifications, and as directed by the City of Citrus Heights Engineer.

Aggregate - All aggregate used for slurry seal shall be volcanic in origin and black in color, as supplied by George Reed, Table Mountain Plant, Sonora, CA, or equal. The use of gray or light-colored aggregate shall not be allowed. Aggregate shall in all other respects comply with Caltrans requirements for Type II aggregates.

Submittal - At least 7 working days before the slurry seal placement commences; the Contractor shall submit for approval of the City of Citrus Heights Engineer a laboratory

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The Contractor shall ensure that the completed mixture, after addition of water and set control agent, if used, shall be such that the slurry seal mixture has proper workability. At the expiration of the road closure hours, in conformance with the City's traffic control and road closure requirements, the slurry seal mixture shall be sufficiently cured to support unrestricted traffic.

18. Thermoplastic Traffic Striping and Pavement Markings

General

Traffic stripes and pavement markings, both white and yellow, shall be installed as shown on the Plans, in accordance with these Technical Specifications and Section 84-2.03, "Construction" of the State Standard Specifications.

Thermoplastic stripes and pavement markings shall not be placed over utility covers including, but not limited to, manhole covers, utility boxes, hand holes, or water valves covers.

Unless otherwise specified on the plans, crosswalks shall be eleven (11) feet wide, measured from the centerline of the stripe, per City Standard Crosswalk Markings DWG CD-06.

Stop and yield bars shall be 7 feet back from the center of the pedestrian access ramp unless directed otherwise by the City of Citrus Heights Engineer.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of $250 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of $150 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$.

All new striping and pavement markings shall be installed within five calendar days of pavement resurfacing. The Contractor shall supply and install temporary striping until permanent striping and pavement markings are installed. All temporary tape, floppies, etc. shall be removed following installation of permanent striping and pavement markings.

Material

Thermoplastic shall be Alkyd type for extrusion application and shall produce an adherent reflectorized strip capable of resisting deformation by traffic.

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

The thermoplastic material shall be 100 percent solids. The binder shall consist of synthetic alkyd resins and shall be homogeneously incorporated with all the necessary prime pigments, fillers, and glass beads to produce a traffic coating to meet the requirements as specified herein.

Characteristics of Finished Thermoplastic:

	White	Yellow	Green
Glass Beads, AASHTO M-247, Type I, percent by weight, min. (Cal. Test Method 423)	30	30	30
Titanium Dioxide (TiO ₂), percent by weight, min. (AASHTO T250-77)	10		
Lead Chromate, Medium Heat Stability, percent by weight, min.		2.5	
Specific Gravity, max. (Cal. Test Method 423)	2.15	2.15	2.3
Binder, percent by weight, min. (Cal. Test Method 423)	18	18	18
Ring & Ball Softening Point, °F (ASTM E28)	200 – 240	200 – 240	200-240
Tests on Material after 4 hours heat with stirring at 425° + 2°F, which includes 1 hour for meltdown and temperature stabilization:			
Bond Strength to Concrete, 0.125-inch thick film drawdown at 425°F test at 75°F + 2°F, psi, min (Cal. Test Method 423)	180	180	180
Brookfield Thermosel Viscosity, Spindle SC4-27, 20 RPM at 425°F, Poise (Cal. Test Method 423)	30 – 45	30 – 45	30-45

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01000
SPECIAL PROVISIONS**

	White	Yellow	Green
Impact Resistance, Falling Ball Method, 0.125-inch thick film drawdown at 425°F on concrete. Test at 75°F + 2°F inch-lbs., (ASTM D2794)	10	10	10
Daylight Luminous Reflectance, min. (ASTM E97)	75	40	75
Yellowness Index, max., (ASTM E313)	.15		
Hardness, Shore A-2 Durometer with 2 kilogram weight at 115°F (Cal. Test 423)	60 – 80	60 – 80	65-85
Low Temperature Stress Cracking, Resistance at 25°F (AASHTO)	No Crack	No Crack	No Crack
Color Match, Federal Std. No. 595a, Color No. 33538		Passes	*

**The color of the pavement marking material after melting, mixing thoroughly, and cooling shall be green in color in accordance with FHWA Memorandum dated April 15, 2011: "Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14)".*

Application

Thermoplastic Traffic Striping Material, Alkyd Binder, White and Yellow. All thermoplastic must be applied per Section 84-2.03C(2)(b) Extruded Thermoplastic Traffic Stripes and Pavement Markings of the State Standard Specifications.

The Contractor shall apply an adhesive primer base coat prior to the application of any thermoplastic material on treated pavement, stamped pavement, colored pavement, concrete surfaces, or pavement older than 30 days.

As shown on the plans, all permanent traffic striping shall be thermoplastic.

Tolerances and Appearance

The completed traffic stripes and markings shall have clean and well-defined edges without deformations, and shall be free of tears or other disfigurements. Improperly placed, defective, or disfigured traffic stripes and markings shall be immediately removed from the pavement surface by methods approved by the Engineer. All such removal work shall be at the Contractor's expense.

**SECTION 01000
SPECIAL PROVISIONS**

SECTION 01000
SPECIAL PROVISIONS

Completed traffic stripes shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. On tangent alignment, when a 100' string line is stretched taught and placed directly on the outer edge of the completed traffic stripe, the distance between the string and the edge of the traffic stripe shall not exceed three-fourths of one inch (3/4") when measured anywhere along any 100' interval of the tangent alignment. On curved alignment, the outer edge of the traffic stripe shall not deviate more than three-fourths of one inch (3/4") from the true arc. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2" from the lengths required to produce a uniformly repeating, broken-stripe pattern.

Pavement Markers

Pavement markers shall be placed in conformance with the provisions in Section 81-3, "Pavement Markers," of the State Standard Specifications and these Technical Specifications. Except as otherwise provided in Section 85-1.06 of the State Standard Specifications, pavement markers shall be cemented to the pavement with hot melt bituminous adhesive or Rapid Set type epoxy adhesive.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the "Steel Wool Abrasion Procedure" specified for pavement markers placed in pavement recesses in Section 81-3.02C, "Retroreflective Pavement Markers," of the State Standard Specifications.

Blue raised reflective fire hydrant markers with two reflective faces shall be included in this item of work. Hydrant markers shall be placed in the street, 6"-12" off the centerline and perpendicular to all fire hydrants.

Certificate of compliance shall be furnished for pavement markers to certify the markers comply with the Specifications contained herein.

END OF SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

**SECTION 01100
IRRIGATION SYSTEM REPAIRS**

**MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT
C21-104 AND C22-101**

PART 1 – GENERAL

1.01 SUMMARY

- A. Furnish all labor, materials, tools, equipment facilities, transportation and services required to perform and complete the repairs of an automatic sprinkler irrigation system, including all piping, sprinkler heads, connections, testing, etc. as shown on the Drawings and specified herein.

- B. **Payment: Contractor is hereby advised that all costs associated with investigating and potholing in advance of trenching, and, if needed, Irrigation System Repairs are to be included in Contract Bid Item 6, Install 12” Class 305 DR 14 AWWA C900 PVC Water Main.**

- C. Scope of work:
The general extent of the irrigation system repair work is shown on the Drawings and may include, but is not necessarily limited to the following:
 - 1. Repair of existing irrigation systems to existing conditions.

 - 2. **The Contractor is hereby advised that the extent of Irrigation System Repairs is unknown based on varying accuracy of the plans.**

 - 3. The Contractor shall coordinate with the Owner’s Representative in advance of pipeline trenching to investigate and pothole potential irrigation system conflicts.

 - 4. Wherever reasonably possible, the Contractor shall protect-in-place all irrigation systems.

1.02 REFERENCES AND REGULATORY REQUIREMENTS

- A. American Society for Testing and Materials (ASTM)
 - 1. B62-15 - Standard Specifications for Composition Bronze or Ounce Metal Castings.

 - 2. D1784-11 - Standard Specifications for Rigid (PVC) Compounds and Chlorinated Poly (vinyl Chloride) (CPVC) Compounds.

SECTION 01100
IRRIGATION SYSTEM REPAIRS

3. D2467-15 - Standard Specifications for (PVC) Plastic Pipe, Fittings, Schedule 80.
 4. D2466-15 - Standard Specifications for (PVC) Plastic Pipe, Fittings, Schedule 40
 5. D2241-15 - Standard Specifications for PVC Pressure-Rated Pipe (SDR Series).
 6. D2564-12 - Standard Specifications for Solvent Cements for (PVC) Plastic Piping Systems.
 7. F477-14 - Standard Specification for Elastomeric seals (gaskets) for joining plastic pipe.
- B. National Sanitation Foundation (NSF), requirements for Seal of Approval.
- C. Plastics Pipe Institute (PPI), recommendations for hydrostatic design stresses for PVC pipe.
- D. State of California Department of Transportation Standard Specifications, current edition.
- E. Permits and Fees: Contractor is responsible to obtain all required permits and pay all associated fees unless otherwise noted.

1.03 SUBMITTALS

- A. Submit the following as needed, prior to any installation:
1. Electronic copies of Materials List of all products used and include substitutions.
 2. Electronic copies of the Product Data or cut sheets of all products used. Substitutions shall not be permitted without written acceptance by the District Inspector and Owner's Representative. Submit no more than one request for substitution for each item. The decision of the District Inspector and Owner's Representative is final.

1.04 QUALITY ASSURANCE

- A. The Contractor shall be a C-27 licensed landscaping contractor in the state of California. An A licensed general contractor in the state of California shall not be permitted to perform any work described herein without specifically possessing a valid C-27 license in the state of California.

SECTION 01100
IRRIGATION SYSTEM REPAIRS

SECTION 01100
IRRIGATION SYSTEM REPAIRS

- B. Qualifications of Contractor: Provide proof of five years continuous experience in landscaping and irrigation of projects of similar size and scope.
- C. Work Force: Ensure that an experienced foreman is present at all times during installation. Keep the same foreman and workers on the job from commencement to completion.
- D. Reviews: Specifically request reviews of all items listed below in "Inspection Requirements" prior to progressing to the next level of work.
- E. Standards:
 - 1. Provide work and material in full accordance with the rules and regulations of the National Electric Code; the Uniform Plumbing Code; and other applicable state or local laws or regulations.
 - 2. Furnish, without extra charge, additional materials and labor as required to comply with these rules and regulations, though the work may not be specifically indicated in the Specifications or Drawings.
 - 3. Where the Specifications requirements exceed those of the above-mentioned codes and regulations, comply with the requirements in the Specifications.
- F. Unless otherwise specified, install all materials in accordance with manufacturer's recommendations.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store PVC pipe in a neat and orderly manner fully supported and protected from sunlight. Store pipe in beds that are the full length of the pipe, and keep pipe flat and off the ground with blocks.
- B. All equipment shall be delivered, unloaded and handled so as to protect from damage at all times and to protect related work and material.

1.06 INSPECTION REQUIREMENTS

- A. Obtain verification from Owner's Representative and District Inspector for the following at the appropriate times during construction and prior to further progression of work in this Section:
 - 1. Flushing of all mainlines and lateral lines,

SECTION 01100
IRRIGATION SYSTEM REPAIRS

SECTION 01100
IRRIGATION SYSTEM REPAIRS

2. Backfill and pipe bedding,
 3. Layout of heads,
 4. Operation of system and coverage adjustments after system is fully automated and operational, backfill of trenching is completed, and surface has been restored to original grades.
- B. In case of failure to obtain any verification by the Owner's Representative and District Inspector as required above, remove and replace work as necessary to obtain the verification at no additional cost to the District.

1.07 PROJECT/SITE CONDITIONS

- A. Information on Drawings relative to existing conditions is approximate. During progress of construction, make deviations necessary to conform to actual conditions, as approved by Owner's Representative and District Inspector, without additional cost to District. Accept responsibility for any damage caused to existing services. Promptly notify Owner's Representative and District Inspector if services are found which are not shown on Drawings.
- B. Protect existing trees.
- C. Protect existing utilities within construction area. Repair damages to utility lines that occur as a result of operations of this work.
- D. PVC shall not be cemented during wet conditions per the discretion of the District Inspector.
- E. Trench excavation and backfilling shall not be performed during excessively wet conditions per the discretion of the District Inspector.

1.08 GUARANTY

- A. Contractor shall make necessary repairs to the system as well as to other areas affected by defects in the system during guaranty period of one year from the date of final acceptance. Repairs shall be made at the Contractor's sole expense. (The Contractor is not responsible for vandalism or theft after date of final acceptance.)

SECTION 01100
IRRIGATION SYSTEM REPAIRS

PART 2 – PRODUCTS

2.01 GENERAL

- A. Use only new materials of brands shown on Drawings, specified herein or as acceptable to the District Inspector. Any deviation from the specifications must first be approved by the District Inspector in writing. All material containers or certificates shall be clearly marked by manufacturer as to contents for inspection.

2.02 PIPE

- A. PVC Pipe: Polyvinyl chloride (Type I) plastic pipe PVC 1120 and NSF approved continuously and permanently marked with manufacturer's name, type of material, IPS size, schedule, NSF approval, and code number. PVC classes per use as follows:
 - 1. Pressure Mainline 3 inch and smaller: Schedule 40 PVC solvent-weld.
 - 2. Pressure Mainline 4 inch or larger: Class 200 PVC "ring-tite".
 - 3. Lateral lines: Schedule 40 PVC solvent-weld.
 - 4. No PVC pipe may be above grade.
- B. PVC Nipples: Polyvinyl chloride (Type I) plastic fittings 1120, Schedule 80.
- C. Drip Tubing:
 - a. Inline Drip Tubing: Hunter PLD.
 - b. Point Source Drip: ½" poly tubing, with Hunter HE emitters on ¼" drip tubing.

2.03 PVC FITTINGS

- A. PVC Fittings: Polyvinyl chloride (Type I) plastic fittings 1120, and NSF approved continuously and permanently marked with manufacturer's name, type of material, IPS size, schedule, NSF approval, and code number.
 - a. PVC fittings three-inch (3") size and smaller: high impact, standard weight, Schedule 40, molded PVC.

SECTION 01100
IRRIGATION SYSTEM REPAIRS

- b. PVC fittings four-inch (4") size and larger: High impact, standard weight, Class 200 gasketed, molded PVC.
- c. Ductile iron fittings for four-inch (4") size mainline and larger.
- d. PVC Schedule 80 for threaded connections to gauges, valves, or control valves. Threaded adapters may be used in place of nipples when making pipe to valve connections.

B. Pipe Sleeving: Six (6) inch Schedule 40 PVC unless noted otherwise.

2.04 UNIONS AND FLANGES

- A. Steel unions and flanges two inches (2") and smaller: 150 lb. screwed black (brass to iron seat) or galvanized malleable iron (ground joint).
- B. Steel unions and flanges two and one-half inches (2 1/2") and larger: 150 lb. black flange union, flat faced, full gasket.
- C. Gaskets: One-sixteenth inch (1/16") thick rubber Garlock No. 122, Johns-Manville or approved equal.
- D. Flange Bolts: Open-hearth bolt steel, square heads with cold pressed hexagonal nuts, cadmium plated in ground. Provide copper-plated steel bolts and nuts or brass bolts and nuts for brass flanges.

2.05 CONNECTING COMPOUNDS

- A. PVC Primer: IPS Corporation Weld-on #P-70 Purple Primer or approved equal.
- B. PVC Cement: IPS Corporation Weld-on #705 medium bodied PVC Cement.

2.06 IRRIGATION HEADS

- A. Large Lawn Rotor Heads:
 - 1. Large Rotor Heads shall be Hunter I-50-ON, 6" Height, stainless steel riser
 - 2. Intermediate Rotor Heads shall be Hunter I-20, 6" height, stainless steel riser
- B. Small Lawn/Low Shrub/Groundcover Spray Heads and Nozzles:

SECTION 01100
IRRIGATION SYSTEM REPAIRS

SECTION 01100
IRRIGATION SYSTEM REPAIRS

1. Hunter PROS-06-CV-NSI with Hunter Pro-Spray fixed arc nozzles
 2. Hunter PROS-06-PRS-CV-NSI with Hunter MP Rotator nozzles
- C. Tall Shrub Spray Heads and Nozzles:
1. Hunter – PROS-12-PRS-CV-NSI with Hunter MP Rotator nozzles
- D. Tree Bubbler: As per direction of owner's representative.
- E. Drip Emitter: Hunter HE emitters on ¼" drip tubing.

2.07 ADDITIONAL MATERIALS

- A. Pipe Detection Tape: "Sentry Line" three (3) inch wide, detectable, "Caution Water Line Buried Below" tape as available from Terra Tape Inc. Houston, Texas (800)-231-6074 or acceptable equal.
- B. Pipe Sleeving: Six (6) inch Schedule 40 PVC unless noted otherwise.
- C. Teflon tape shall be of a variety commonly used for wrapping threaded connections.
- D. Sand for Trench Backfill: Natural sand, free of roots, bark, sticks, rags, or other extraneous materials.

PART 3 – EXECUTION

3.01 SITE CONDITIONS

- A. Locations of existing utilities and other improvements shown on the Drawings are approximate. Verify existing conditions and, should any utilities be encountered that are not indicated on the plans, notify the District Inspector immediately. Accept responsibility for any damages caused to existing services.

3.02 TRENCHING

- A. Perform excavations as required for installation of work included under this Section, including shoring of earth banks to prevent cave-ins. Restore surfaces, existing underground installations, etc., damaged or cut as result of this work to their original condition and in a manner approved by the

SECTION 01100
IRRIGATION SYSTEM REPAIRS

SECTION 01100
IRRIGATION SYSTEM REPAIRS

District Inspector. Allow a minimum clearance of twelve inches (12") in any direction from parallel pipes.

- B. Preparation of Excavations: Remove rubbish and rocks from trenches. Bed pipe on a minimum of three inches (3") of clean, rock-free soil to provide a firm, uniform bearing for entire length of pipeline. Cover pipe with a minimum of three inches (3") of clean, rock-free soil. If clean, rock-free soil is not available, use sand for pipe bedding and three inches (3") of backfill above the pipe. The remainder of the trench backfill material can be native soil. Do not allow wedging or blocking of pipe
- C. Provide minimum coverage depths as follows (unless shown otherwise):
 - 1. Mainline: twenty-four (24") cover in landscape areas, and thirty (30") cover under paving.
 - 2. Lateral Lines for spray heads: twelve (12") cover in landscape areas, and thirty (30") cover under paving.

Lateral Lines for rotor heads: eighteen (18") cover in landscape areas, and thirty (30") cover under paving.
- D. Conflicts with other trades:
 - 1. Hand-excavate trenches where potential conflicts with other underground utilities exist.
 - 2. Where other utilities interfere with irrigation trenching and piping work, adjust the trench depth as instructed by District Inspector.
- E. Hydraulic driving methods shall not be used under paved surfaces.

3.03 PIPING

- A. Comply with applicable manufacturer's instructions.
- B. Pipe Line Assembly:
 - 1. General:
 - a. Cutting: Cut pipe square; remove rough edges or burrs.

SECTION 01100
IRRIGATION SYSTEM REPAIRS

- b. Location: Locate pipes as shown on Drawings except where existing supply valves, utilities or obstructions prohibit or where slight changes are approved to better suit field conditions.

- C. Solvent Welded Joints:
 - 1. Use materials and methods recommended by the pipe manufacturer.
 - 2. Brushes: Use non-synthetic brushes to apply solvent and primer.
 - 3. Assemble pipe and welded above ground where possible.
 - 4. Cut square, ream, and thoroughly clean.
 - 5. Cleaning: Clean pipe and fittings of dirt, moisture, and debris prior to applying solvent or primer.
 - 6. Make joint using specified primer and cement, continuously wiping off excess.
 - 7. Allow sixty (60) minutes of set-up time before handling and twenty-four (24) hours curing before applying water pressure.

- D. Connections:
 - 1. Threaded Plastic Pipe Joints:
 - a. Use Teflon tape on all pressurized, threaded plastic to plastic and plastic to steel joints.
 - b. Hand tighten and use only light strap-type friction wrench pressure to complete. Take up joint no more than one full turn beyond hand-tight.
 - 2. Metal Valves and Plastic Pipe: Use threaded plastic male adapters.

- E. Cap or plug openings as soon as pipes have been installed to prevent intrusions of debris. Leave in place until removal is necessary for completion of installation.

SECTION 01100
IRRIGATION SYSTEM REPAIRS

3.04 BACKFILL AND COMPACTING

- A. Place backfill in six-inch (6") layers and compact with an acceptable mechanical compactor.
 - 1. Compact backfill material in landscape areas to eighty-five percent (85%) maximum dry density of the soil.
 - 2. If settlement occurs along trenches, make adjustments in pipes, valves, and sprinkler heads, soil, sod or paving as necessary to bring the system, soil, sod or paving to the proper level or the permanent grade, without additional cost to the District.
- B. Excess Soil: Remove all rocks, debris, and excess soil that results from sprinkler irrigation trenching operations, landscape planting, and soil preparation operations off site at no additional cost to the District. If soil meets topsoil requirements it may be used for finish grading.
- C. Finishing: Dress-off areas to eliminate construction scars.

3.05 SPRINKLER HEADS

- A. Sprinkler heads: Locate as directed by Owner's Representative except where existing conditions prohibit, or slight changes are approved to achieve as good or better coverage under the same conditions. Plumb heads.
- B. Handling, Assembly of Pipe, Fittings, and Accessories: Allow only skilled tradesmen to handle and assemble pipe, fittings and equipment. Keep interior of pipes, fittings and accessories clean at all times. Close ends of pipe immediately after installation; leave closure in place until removal is necessary for completion of installation. Do not permit bending of pipe.
- C. Flushing: Remove end heads and operate system at full pressure until all rust, scale, and sand is removed. Divert water to prevent ponding or damage to finished work.
- D. Coverage: Accept responsibility for full and complete coverage of irrigated areas to satisfaction of District Inspector and make necessary adjustments to better suit field conditions at no additional costs to District.

3.06 FIELD QUALITY CONTROL

- A. System Flushing:

SECTION 01100
IRRIGATION SYSTEM REPAIRS

SECTION 01100
IRRIGATION SYSTEM REPAIRS

1. After irrigation pipe lines and risers are in place and connected, thoroughly flush all lines with water to completely clean lines of debris.
2. Install irrigation nozzles only after lines have been flushed to the satisfaction of the District Inspector.

B. Coverage Tests:

1. Perform coverage tests after all systems are completed and operational, after finish grading has been completed, but prior to any planting, in the presence of the District Inspector.
2. Correct all deficiencies to the satisfaction of the District Inspector prior to planting.

3.07 CLEAN-UP

- A. Remove debris resulting from work of this Section.

3.08 ADJUSTING

- A. Adjust and balance system to eliminate over spray and fogging/misting and as directed by District Inspector.

**SECTION 01200
LANDSCAPE RESTORATION**

**MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT
C21-104 AND C22-101**

PART 1 – GENERAL

1.01 SUMMARY

A. Furnish all labor, materials, facilities, transportation and services to complete all sod and softball infield restoration and related work as shown on the Drawings and specified herein.

B. Scope of work:

The general extent of the landscape restoration is shown on the Drawings and can include, but may not be limited to the following:

1. Soil preparation and fertilization.
2. Fine grading.
3. Hydroseeding.
4. Clean-up
5. Landscape Maintenance Period (See Exhibit J).

1.02 REFERENCES AND REGULATORY REQUIREMENTS

- A. American Joint Committee on Horticulture Nomenclature (AJCHN): Standardized Plant Names.
- B. American Association of Nurserymen, Inc. (AAN): American Standard for Nursery stock.
- C. Sunset Western Garden Book, Lane Publishing CO.
- D. Agricultural Code of California.
- E. State of California Department of Transportation Standard Specifications, current edition.

1.03 SUBMITTALS

A. Outfield Landscape Materials and Products:

SECTION 01200
LANDSCAPE RESTORATION

1. Thirty (30) days prior to planting, submit electronic documentation that all outfield landscape material specified has been ordered. Include names and addresses of all suppliers.
 2. Substitutions: If substitutions are required, they shall be brought to the attention of the District Inspector, at time of submittal, for any requested substitutions.
 3. Submit electronic copies of product data or "cut-sheets" for all products proposed for use.
- B. Prior to hydroseeding, submit copies of all trucking or packaging tags for all soil amendment, fertilizer and other additives to District Inspector.
- C. Certificates: Submit "cut-sheets" or other product literature showing certified chemical analysis of the following:
1. All fertilizers.
 2. All herbicides.

1.04 SOURCE/QUALITY ASSURANCE

- A. The Contractor shall be a C-27 licensed landscaping contractor in the state of California. An A licensed general contractor in the state of California shall not be permitted to perform any work described herein without specifically possessing a valid C-27 license in the state of California.
- B. Qualifications: Provide proof of five years of continuous experience in landscaping and irrigation of similar size and scope.
- C. Work Force: Contractor shall employ on-site at all times during execution of this Section an experienced foreman, and that foreman and workers are on the job from commencement to completion. The foreman is to be thoroughly familiar and experienced with the materials and products being installed and proper methods of their installation. Notify the District Inspector immediately of all changes in supervision.
- D. Reference Standards: Meet or exceed Federal, State and County laws requiring inspection of all plants and planting materials for plant disease and insect control.

SECTION 01200
LANDSCAPE RESTORATION

SECTION 01200
LANDSCAPE RESTORATION

- E. General: Sod with certificates of inspection required by governing authorities. Comply with regulations applicable to plant materials (as applicable).

1.05 DELIVERY, STORAGE, AND HANDLING

A. General:

1. Handle and store all products of this Section in such a manner as to protect them from damage at all times.
2. Storage of products on-site shall be coordinated by the contractor in an orderly manner so as not to unnecessarily impede the work or reasonable use of project site.

B. Fertilizers:

1. Deliver in original, unopened containers with original labels intact and legible which state the guaranteed chemical analysis.

C. Packaged Materials:

1. Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

D. Bulk Material:

1. Coordinate delivery and storage of bulk material with District Inspector.
2. Do not dump or store bulk materials near structures, utilities, walkways or pavements, or on existing turf areas or plants.
3. Confine materials to neat piles in areas acceptable to the District Inspector. Provide erosion control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
4. Accompany each delivery of bulk fertilizers, and soil amendments with appropriate certificates.

SECTION 01200
LANDSCAPE RESTORATION

1.06 PROTECTION AND CLEAN-UP

- A. Provide protection for persons and property throughout progress of work. Use temporary barricades as required. Proceed with work in such a manner as to minimize spread of dust and flying particles and to provide safe working conditions for personnel. Store materials and equipment where directed.
- B. Existing Construction: Execute work in an orderly and careful manner to protect paving, work of other trades, and other improvements
- C. Existing Utilities: Provide protection for existing utilities within construction area. At no additional cost to Owner, repair any damages to utility lines that occur as a result of this work.
- D. Landscaping: Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods.
- E. Paving: Maintain cleanliness of paving areas and other public areas used by equipment, and immediately remove spillage; remove rubbish, debris, and other material resulting from landscaping work, leaving site in a safe and clean condition.

1.07 PLANTING SCHEDULE / ENVIRONMENTAL REQUIREMENTS

- A. Install, establish, and maintain all lawn areas prior to start of Landscape Maintenance Period. Coordinate schedule with other work and overall project schedule.
- B. Proceed with work in an orderly and timely manner to complete installation of landscaping within contract limits.
- C. Planting Season Limits: Do not plant when grounds are excessively wet, the temperature is below 25° F, high winds, or excessive heat. Do not proceed with any soil preparation and fertilization if all planting cannot be completed within Planting Season Limit.

1.08 INSPECTION REQUIREMENTS

- A. District Inspector and Owner's Representative reserve the right to examine and reject plant material both at place of growth and at site, before and after planting, for compliance with requirements of name, variety, size, and quality.
- B. Request and hold a pre-construction meeting prior to beginning the work of this Section. Parties required to be in attendance are the Landscape

SECTION 01200
LANDSCAPE RESTORATION

SECTION 01200
LANDSCAPE RESTORATION

Contractor, District Project Manager, District Inspector, and Owner's Representative.

- C. Obtain verification from District Inspector for the following at the appropriate times during construction and prior to further progression of work in this Section:
1. Rough grading is to within plus or minus ¼-inch of existing grade.
 2. The placement of landscape backfill material is as specified in this Section.
 3. Prior to the commencement of the work specified in this Section, the coverage and operation of the sprinkler irrigation system are as specified in Section 01100, Irrigation System Repairs.
 4. The soil amendment does not include any metal fragments. (Obtain a letter from the manufacturer stating that the material submitted for use on this project has no metal or foreign objects. Submit this letter as part of the Data Sheet submittal package [see "Submittals and Substitutions" in this Section])
 5. Required Test: For each load of soil amendment delivered to the site, spread at least two cubic yards (2 cy) of material onto a paved surface approximately two inches (2") deep. Pass a magnetic rake over the material in two directions. If any metal is found, test the entire load in the same manner. Perform all testing in the presence of the District Inspector.
 6. Soil amendments, fertilizer, bark mulch, sod and infield mix have been delivered to the site by the supplier, the invoices from the supplier indicate the project name and quantities delivered, and the District Inspector has received copies of all such documents.
 7. Prior to planting, amendments and conditioners have been incorporated as per pre-planting recommendations, and planting areas have been made ready to receive planting.
- D. In case of failure to obtain any verification by the District Inspector as required above, remove and replace work as necessary to obtain the verification at no additional cost to the Owner.
- E. All costs incurred from repeat reviews required due to contractor not being prepared or non-conformance with Construction Documents shall be back charged to the contractor.
- F. Beginning of Landscape Maintenance Period: Verify all work is complete,

SECTION 01200
LANDSCAPE RESTORATION

SECTION 01200
LANDSCAPE RESTORATION

then request and hold a meeting to include the Landscape Contractor, District Project Manager, District Inspector, and Owner's Representative for authorization to begin the Landscape Maintenance Period.

1.09 GUARANTY

- A. All work executed and all materials provided or used under this Section shall be guaranteed to be free of defects and poor workmanship for a period of one year after Final Acceptance.
- B. Replace all dead hydroseed and hydroseed not in vigorous condition immediately upon notification by District Inspector during Guaranty Period. Replaced hydroseed shall be subsequently guaranteed by the contractor for an additional year following date of replacement.
- C. Repair all defective materials and work as acceptable to the District Inspector during guaranty period.

1.10 HYDROSEED ESTABLISHMENT PERIOD

- A. Hydroseed Establishment period shall include complete germination of hydroseed and two mowings as specified herein, prior to the commencement of the specified Landscape Maintenance Period.

1.11 LANDSCAPE MAINTENANCE PERIOD REQUIREMENTS

- A. Refer to Section 01300, Landscape Maintenance Period for information.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Use material in new and perfect condition as specified. Any deviations or substitutions from the Specification and Drawings must first be approved by District Inspector and Owner's Representative in writing prior to use.

2.02 TOPSOIL

- A. Topsoil shall be clean on-site material that has been previously stripped from the top 6 inches of original grade or acceptable import material (as applicable). Acceptable topsoil shall be free from "rocks" (rock, stones, rubble, clay clods, etc. over 1/2" in diameter), roots, toxins, and any other deleterious materials per the discretion of the District's Inspector and Owner's Representative. All import topsoil proposed for use shall be submitted to the District's Inspector and Owner's Representative for

SECTION 01200
LANDSCAPE RESTORATION

**SECTION 01200
LANDSCAPE RESTORATION**

review and acceptance prior to use. Submit samples and current soil fertility and structure analyses in the quantity previously specified.

2.03 FERTILIZERS

A. General:

1. All fertilizers shall be of an acceptable brand with a guaranteed chemical analysis as required by USDA regulations.
2. All fertilizers shall be dry and free flowing.

B. Post-Hydroseed Fertilizer: Shall be of the following chemical analysis:

1. 16% Nitrogen.
2. 6% Phosphoric Acid.
3. 8% Soluble Potash.

2.04 SOIL ADDITIVES

A. Soil Amendment:

1. Shall be "Super Humus" Compost: As available from 8FI Organics Inc. 1995 Oakland Road, San Jose, California, 95131 Ph.: (408) 262-1401 Fax.: (408) 262-0603. Or "Organic Compost" as available from Z-Best Products Inc. 705 Los Esteros Road, San Jose Ca. 95134 Ph.: (408) 934-6152 Fax.: (408) 263-2393. Or acceptable equal. Acceptable material shall meet or exceed the following criteria:

- a. Gradation: A minimum of 90% of the material shall pass a 2" screen. Material passing shall meet the following criteria:

<u>% Passing</u>	<u>Sieve Designation</u>
85-100	9.51 mm (3/8")
50-80	2.38 mm (No.8)
0-40	500 Micron (No. 35)

- b. Organic Content: Minimum 25% based on dry weight and determined by ash method. Minimum 240 lbs. organic matter per cubic yard of compost.

SECTION 01200
LANDSCAPE RESTORATION

- c. Carbon to Nitrogen Ratio: Maximum 35:1 if material is claimed to be nitrogen stabilized.
 - d. PH: 5.5-8.0 as determined in saturated paste.
 - e. Soluble Salts: Refer to manufacturers specification guidelines.
 - f. Moisture Content: 25-60%
 - g. Contaminants: Shall be free of glass, metal and visible plastics.
 - h. Color / Odor: Color shall be dark brown to black. Odor shall be soil-like, (musty or moldy) not sour, ammonia-like or putrid.
- B. Soil Conditioner: Shall be "Gro-Power Plus (5-3-1) with 4% Sulfur" available through Gro-Power Inc. No known equal.
- C. Soil Sulphur: Shall be agricultural grade, 99% pure, pelletized/granular form, not powdered.
- D. Iron Sulphate: Shall be "Gro-Power Premium Green" non-staining iron with micro-nutrients, soil penetrant, trace minerals, and humic acids as available through Gro-Power Inc. Ph.: (800) 473-1307. No known equal.
- E. Vitamin B-1: "Superthrive", "Liquinox Start", "Cal-Liquid", or approved equal.

2.05 LAWN HYDROSEEDING

- A. Lawn/Grass Seed: Premium, new crop seed, delivered to site in original, unopened containers bearing a dated guaranteed analysis. Lawn seed mixture shall be as follows:
- 1. Athletic Fields
 - a. Double Play Bermuda Blend
 - b. Application between May 1 and August 15. Installation approval required by SJUSD M&O and the Landscape Architect for application outside this timeline.

SECTION 01200
LANDSCAPE RESTORATION

- 2. Non-athletic Fields
 - a. Bolero
- 3. No-mow
 - a. Native Preservation Mix by Delta Bluegrass.
- B. Hydroseeding Material:
 - 1. Starter Fertilizer: 16-20-0 with biosolids or approved equal.
 - 2. Herbicide: Tenacity or approved equal.
 - 3. Soil Binding Agent: Polyacrylamide or approved equal.
 - 4. Wood Fiber Mulch: As manufactured by Conwed or approved equal.

PART 3 – EXECUTION

3.01 SITE CONDITIONS

- A. Examine the site, verify grade elevations, and observe conditions under which work is to be performed. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Owner's Representative and District Inspector.
- B. Proceed with complete landscape work as rapidly as portions of the site become available, working within seasonal limitations for each kind of landscape work required.
- C. Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand-excavate, as required, to minimize possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- D. When conditions detrimental to sod or plant growth are encountered, such as rubble fill, adverse drainage condition, or other obstructions, notify the Owner's Representative and District Inspector before planting.

SECTION 01200
LANDSCAPE RESTORATION

3.02 SOIL TESTING

- A. Coordinate soil testing in an expeditious and timely manner as required for on-site topsoil materials. Contract with a soil laboratory and include cost of sampling and testing in contract price. Take one (1) sample for every 5,000 square feet of landscape area up to a maximum of six (6) samples under the direction of and in the presence of the Owner's Representative.
- B. Submit each sample, according to the quantity of soil required by testing laboratory, to a competent laboratory approved by the Owner's Representative.
- C. Provide analysis of soil samples for pH, salinity, ammonia, phosphate, potassium, calcium, magnesium, boron, and sodium levels. Provide appraisal of chemical properties, including particle size determination, and recommendations for types and quantities of amendments and fertilizers.

3.03 TOPSOIL INSTALLATION

- A. All planting areas shall contain a minimum of six (6) inches of acceptable topsoil. As applicable and where needed, only previously accepted topsoil shall be installed.
- B. Subgrade soil shall be cut or filled to the depth required such that after placement of required amount of topsoil and specified preparation procedures have been accomplished, specified finish grades will be attained.

3.04 PREPARATION

- A. Make provisions and take necessary precautions to protect all existing and new improvements from damage during execution of this work.
- B. Initial Preparations:
 - 1. If live perennial weeds exist on site at the beginning of work, spray with a non-selective systemic contact herbicide as recommended and applied by an approved licensed landscape pest control advisor and applicator. Leave sprayed plants intact for at least 15 days.
 - 2. Clear and remove existing weeds by mowing or grubbing off all plant parts at least one-quarter inch ($\frac{1}{4}$ ") inch below surface of soil over entire areas to be planted.

SECTION 01200
LANDSCAPE RESTORATION

3. Once perennial weeds have been removed, thoroughly cross-rip (second rip shall be performed at 90 degrees to first rip) all planting area soil to be amended to a depth of twelve (12) inches.
4. Remove all rocks, sticks, clods, debris, and other deleterious materials over one-half (1/2) inch in diameter from top 6 inches of soil.
5. Float, rake, and roll all planting areas as necessary to establish smooth, clean, non-yielding planting beds.
6. Prevent erosion of the soil between completion of soil preparation and planting.

3.05 SOIL PREPARATION / FINISH GRADES

- A. For Bidding Purposes, the following additives are to be rototilled into the top six (6) inches of all planting areas at the following rates per 1,000 square feet:
 1. 6 cubic yards of soil amendment
 2. 200 pounds of soil conditioner
 3. 20 pounds of soil sulfur
- B. Conduct the required soil tests and instruct the lab to include a minimum of the following soil improvements at the following rates per 1,000 square feet in the recommendation on the soils report:
 1. 2 cubic yards of soil amendment
 2. 200 pounds of soil conditioner
 3. If the lab recommends less than six cubic yards (6 cy) of soil amendment, the excess bid amount shall be applied to the cost of any additional recommended soil improvements, or returned to the Owner as a credit.

SECTION 01200
LANDSCAPE RESTORATION

- C. Finish Grading for all planting areas: After tilling in additives and re-compaction to 85% relative compaction, rake all planting areas smooth and set finish grades as follows:
1. TURF PLANTING AREAS: After soil preparation, finish grades of all seed and sod turf areas shall be one (1) inch below all adjacent paving, headers, boxes, etc.
 2. NON-TURF PLANTING AREAS: After soil preparation, finish grades of all non-turf planting areas shall be three (3) inches below adjacent paving, headers, boxes, etc. to allow for installation of bark mulch top-dress.
 3. Finish-grade so that the entire area within the contract lines has a natural and pleasing appearance as specified and as directed by the Owner's Representative.
 4. Adjust sprinkler heads flush to finish grade in preparation to receive hydroseeding or one-half inch above finish grade in preparation to receive sod. Reset sprinkler heads flush to grade after turf has germinated.
 5. Flag the sprinkler heads and valve markers.
- D. Upon completion of finish grading, request review and obtain approval of Owner's Representative and District Inspector prior to commencement of planting.

3.06 TURF ESTABLISHMENT PERIOD

- A. The Turf Establishment period shall begin upon completion of all hydroseed installation on each particular field area per site, or at any time prior to this condition upon written approval of the District Inspector. The establishment period shall continue until the field receives the second mowing.
1. Mowing: Turf will be cut with a dedicated mower. Cutting height will be determined on environmental conditions, condition of hydroseed, and time of year or activities. Turf height will be maintained using only sharp, clean equipment capable of cutting heights of the initial cutting or subsequent cuttings should never remove more than 1/3 of the grass leaf. Turf will be maintained to a neat appearance.

SECTION 01200
LANDSCAPE RESTORATION

2. Initial Mowing: Initial mowing shall occur at such a time when vigorous root growth has occurred, all sod is firmly attached, and, the possibility of rutting or damaging the playing surface has passed. The turf shall have exhibited vigorous shoot growth, and the turf has added 2" of new growth.
- B. The Turf Establishment period shall be determined to end after the second mowing, provided these additional requirements are also met:
1. Turf has rooted into the root zone mix at a uniform minimum depth of 3 inches.

3.07 LAWN HYDROSEEDING

- A. Do not begin hydroseeding until finish-grading has been checked by Landscape Architect. If work is rejected due to failure to obtain Landscape Architect's approval prior to hydroseeding, redo rejected work at no additional cost to Owner.
- B. General: Hydroseeding is an artificial planting process which provides vegetation to an area by using a mixture of soil conditioner/fertilizer, seed, fungicide, wetting agent, binder, and wood fiber mulch. This mixture should be of such character that it will disperse into a uniform slurry when mixed with water in a mechanical mixer.
- C. Equipment: Use a standard hydraulic mulching machine with a continuous agitation system that keeps material in uniform suspension throughout mixing and distribution cycles and with a mixing tank capacity of 500 gallons (3,000+ sq. ft. of coverage).
- D. Mix per Tank:
1. 25.0 lbs. – Fertilizer
 2. 30.0 lbs. - Lawn Seed
 3. 1.0 lbs. - Fungicide
 4. 5.0 pints - Wetting Agent
 5. 5.5 lbs. - Binder
 6. 120.0 lbs. - Wood Fiber Mulch

SECTION 01200
LANDSCAPE RESTORATION

- E. Note: If a different capacity tank is used, submit a list of the above materials with proportional amounts to be approved by Landscape Architect.
- F. Application: Spray the slurry mix, under pressure, uniformly over the soil surface in a one-step operation. Protect adjacent paving, building walls, etc.
- G. Clean any overspray from surfaces at end of each day's work.
- H. Permit slurry to "set" approximately twenty-four hours (24 hrs) before watering. Once watering has begun, do not allow newly hydroseeded areas to dry out.

3.08 CLEAN-UP

- A. During construction, keep the site free of rubbish and debris, and clean up the site promptly when notified to do so. Take care to prevent spillage on streets from hauling and immediately clean up any such spillage and/or debris deposited on streets due to the work of this Section.
- B. During all phases of the construction work, take all precautions to abate dust nuisance by clean-up, sweeping, sprinkling with water, or other means as necessary.

3.09 FIELD QUALITY CONTROL

- A. Pre-maintenance review - At completion of this Section, work shall be reviewed to check conformance with Construction Documents. Acceptance shall mark beginning of the Landscape Maintenance Period. If acceptance is not given, a punch-list of items requiring attention will be issued to the contractor. One more review will be allowed after contractor certifies in writing that the punch-list has been completed. Punch-list shall be completed to the satisfaction of the District Inspector and Owner's Representative prior to commencement of the Landscape Maintenance Period.

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT
C21-104 AND C22-101

PART 1 - GENERAL

1.01 SUMMARY

- A. Furnish all labor, materials, facilities, transportation and services to complete all work related to the Landscape Maintenance Period as shown on the Project Plans and specified herein.
- B. Scope of work:
The general extent of work related to the Landscape Maintenance Period can include, but may not be limited to the following:
 - 1. Maintaining hydroseed areas.
 - 2. Maintaining irrigation systems only as installed by the Contractor to repair the existing system.
 - 3. General site clean-up.

1.02 REFERENCES AND REGULATORY REQUIREMENTS

- A. State of California Department of Transportation Standard Specifications, current edition.

1.03 QUALITY ASSURANCE

- A. The Maintenance Contractor shall be a C-27 licensed landscaping contractor in the state of California. An A licensed general contractor in the state of California shall not be permitted to perform any work described herein without specifically possessing a valid C-27 license in the state of California.
- B. The Maintenance Contractor shall be experienced in horticulture and landscape maintenance, practices and techniques, and shall provide sufficient number of workers with adequate equipment to perform the work during the Landscape Maintenance Period.

1.04 LANDSCAPE MAINTENANCE PERIOD

- A. Landscape Maintenance Period shall be **90 calendar days** for hydroseed areas.

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

- B. Continuously maintain the entire project area during the progress of the work, during the specified Landscape Maintenance Period or until Final Acceptance of the project by the District Project Manager and Owner's Representative.
- C. Landscape Maintenance Period shall not start until all elements of construction, planting and irrigation for the entire project are in accordance with Contract Documents. A prime requirement is that all hydroseed areas shall be planted and that all hydroseed areas shall show an even, healthy stand of "hydroseed-like" hydroseed which shall have been mowed twice. If such criteria are met to the satisfaction of the District Project Manager and Owner's Representative, a written notification shall be issued to establish the effective beginning date of Landscape Maintenance Period. Additionally, all elements contained on the Pre-maintenance Punch-list shall have been completed to the satisfaction of the District Project Manager and Owner's Representative.
- D. Any day of improper maintenance, as determined by the District Project Manager and Owner's Representative, shall not be credited as an acceptable Landscape Maintenance Period day. The Landscape Maintenance Period shall be extended on a day-for-day basis should this occur until proper maintenance, as determined by the District Project Manager and Owner's Representative, is being performed.

1.05 GUARANTEE

- A. All work executed under this section shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship, as determined by the District Project Manager and Owner's Representative, for the entire Landscape Maintenance Period and for a period of one year after Final Acceptance of project.
- B. The contractor shall install all replacement material in conformance with the Contract Documents.

1.06 FINAL ACCEPTANCE

- A. Upon completion of all project work, including Landscape Maintenance Period, the District Project Manager and Owner's Representative will, upon written request from the contractor (2 working day minimum notice), make an observation to determine conformance with the Contract Documents.
- B. If, at the final project observation, work is found at variance with the Contract Documents, or is otherwise unacceptable, the District Project

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

Manager and Owner's Representative shall issue a punch-list of items requiring attention to the contractor. The contractor shall repair, replace or otherwise correct all non-compliant work, continue Landscape Maintenance Period, and make another written request to the District Project Manager and Owner's Representative to verify punch-list completion. If punch-list is found to be incomplete, or if site is still found to be unacceptable, the contractor shall be back-charged as necessary for all additional observations required to issue Final Acceptance. All replacement materials and installations shall be in accordance with the Contract Documents. Remove rejected work and materials immediately from project.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. All materials used shall either conform to Specifications in other sections or shall otherwise be acceptable to the District Project Manager and Owner's Representative. The Owner's Representative shall be given a monthly record of all herbicides, insecticides and disease control chemicals used.

- B. Maintenance fertilizer: shall be "Gro-Power High Nitrogen" as available through Gro-Power, Inc. (800) 473-1307, and shall contain the following chemical analysis (or approved equal):
 - 1. 14% nitrogen.
 - 2. 4% phosphoric acid.
 - 3. 9% potash.

PART 3 - EXECUTION

3.01 MAINTENANCE

- A. General: Proper maintenance, including watering, weeding, mowing, edging, fertilization, raking, repairing and protection shall be required until entire project is finally accepted, but in any event for a period of not less than the specified Landscape Maintenance Period.

- B. Watering: Watering shall be coordinated with the Owner's Representative. It is intended that the Owner's sprinkler system will provide required irrigation. Water appropriately to insure vigorous and healthy growth until

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

work is accepted. Water or irrigate in a manner to prevent runoff or erosion.

- C. Weeding: Entire project site shall be kept free of weeds at all times. Control new weed growth with pre-emergent herbicides. If weeds develop, use legally approved herbicides.
 - 1. No herbicide shall be used without the Owner's Representative's prior consent. Use only herbicides in accordance with manufacturer's recommendations. If selective herbicides are used, extreme caution shall be observed so as not to damage any other plants. Spraying shall be done only under windless conditions.
 - 2. Disease and Pest Control: Disease and insect damage shall be controlled by the use of fungicides and insecticides, subject to the prior consent of the Owner's Representative. Mole and gopher mitigation shall be accomplished using legal means other than poison baits.
- D. Tree "rings" in hydroseed areas: Remove hydroseed from around each tree to create a four (4) foot diameter hydroseed free area.
- E. Trash: Remove trash in all project areas.
- F. Replacement: Refer to the Guarantee portion of this Section.
- G. Fertilizing: Immediately after completion of planting, fertilize all hydroseed planting areas with specified maintenance fertilizer at rates recommended by the manufacturer for the specific planting type. Repeat application every thirty (30) calendar days until end of specified Landscape Maintenance Period.

3.02 HYDROSEED MAINTENANCE

- A. Current cultural management practices may be modified in accordance with tissue test results or environmental conditions. Fertilizer composition, rate, and/or source may be adjusted based on current soil and tissue test results and existing environmental conditions.
- B. The School District will not assume maintenance of the hydroseed until after the dates specified and after the hydroseed has been inspected and approved by the Owner's Representative. The Contractor shall be responsible for maintenance.

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

- C. The Contractor shall maintain adequate labor, equipment and supplies in reserve to immediately repair the system or components in the event of any deficiency or failure, during the interim maintenance period.
- D. Contractor shall provide all operations necessary to maintain the project area through the date of acceptance. The following list of items represents the minimum operations necessary to maintain the project area. Maintenance items should, at the minimum, include:
1. Mowing: Hydroseed will be cut with a dedicated mower of a triplex or five-gang reel type (for hydroseed areas), and a dedicated driven rotary mower. Cutting height will be determined by environmental conditions, condition of hydroseed, and time of year or activities. Hydroseed height will be maintained using only sharp, clean reel-type equipment capable of cutting heights of 1.00 to 2.25 inches. The initial cutting or subsequent cuttings will remove not more than 1/3 of the grass leaf. Hydroseed will be maintained to a neat appearance.
 2. Aerification: The hydroseed aerification during the maintenance period after full hydroseed establishment shall be on an as needed basis to reduce compaction. The hydroseed will be aerified to a depth not greater than 4" using self-propelled or PTO driven core aerification equipment with 3/8 to 1/2 inch diameter hollow tines on a 4 inch grid pattern.
 3. Fertilization: Refer to soils report for recommended fertilizer and application rates.
 4. Weed and Pest Control: The Contractor is to maintain the hydroseed free from disease and infestation. Required treatments will be made according to the needs of the field as determined by the Owner's Representative. Comply with applicable requirements of Federal, State, and Local laws, regulations and codes having jurisdiction over chemical treatments. The contractor is to apply suitable preventative or post infection fungicides to protect the quality of the hydroseed. Special attention shall be required during the seedling establishment period for damping off diseases.

3.03 IRRIGATION SYSTEM

- A. System Observation: The contractor shall visually check all systems for proper operation on a weekly basis and make all necessary repairs. All equipment shall be adjusted as necessary for proper coverage and function.

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

SECTION 01300
LANDSCAPE MAINTENANCE PERIOD

3.04 FIELD QUALITY CONTROL

- A. Final Review: At, or near the end of specified Landscape Maintenance Period, the contractor shall make written request for a final review and the work shall be reviewed for conformance with the Construction Documents. If work is not accepted at time of review, a punch-list of items requiring attention will be issued to the contractor for correction. The Landscape Maintenance Period shall be extended at contractors sole cost as necessary. Upon completion of the punch list the contractor shall again make written request for review. If, upon re-visiting the site, it is found that the punch-list has not been completed, the review shall end.
- B. All re-inspections required due to contractor not being prepared or nonconformance with the Construction Documents shall be back charged to the contractor.
- C. Final Acceptance: When work is found to be in conformance with the Contract Documents, subject to the discretion of the Owners Representative, a statement of Final Acceptance shall be issued to the contractor.
- D. In the event that the District Project Manager and Owner's Representative determine that the Landscape Maintenance Period is completed and Final Acceptance is issued prior to the 90-day calendar requirement, the Contractor shall be responsible for determining and presenting a cost credit to the District for the remaining period.

**SECTION 01400
PROJECT PLANS**

**MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT
C21-104 AND C22-101**

The following Project Plans pertain to Citrus Heights Water District's Mesa Verde High School and Carriage Drive Water Main Project C21-104 and C22-101:

Sheets 1 to 21 Project Plans are 22" x 34" and shall be purchased as
a portion of the Bid Package

**SECTION 01400
PROJECT PLANS**

SECTION 01500
DIVISION OF DRINKING WATER WAIVER RESPONSE LETTER

MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT
C21-104 AND C22-101

The following Division of Drinking Water Waiver Response Letter pertains to Citrus Heights Water District's Mesa Verde High School and Carriage Drive Water Main Project C21-104 and C22-101:

Division of Drinking Water Waiver Response Letters (12 Pages)

State Water Resources Control Board

February 7, 2022

PWS No. 3410006

Hilary Straus
General Manager
Citrus Heights Water District
6230 Sylvan Road
P. O. Box 286
Citrus Heights, CA 95610

CITRUS HEIGHTS WATER DISTRICT PUBLIC WATER SYSTEM (PWS NO. 3410006) – MESA VERDE WATER PIPELINE CONSTRUCTION PROJECT

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on January 20, 2022, from the Citrus Heights Water District (CHWD) regarding improvement plans specifically identified as: 'Mesa Verde Water Pipeline' construction project in the Sacramento county area and within the CWD public water system (PWS No. 3410006) service area. The aforementioned email provided 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 CWD 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.
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

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

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.

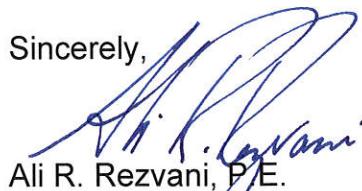
Once the aforementioned comments are incorporated into the design and construction of the project, no exception to the proposed construction would be noted with respect to the water main pipelines crossing the sewer service lines.

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

Enclosures,

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 Rinde*
Water Resource Control Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

DATE: February 7, 2022

SUBJECT: Reply to Citrus Heights Water District PWS # 3410006 –
Mesa Verde Water Pipeline Project

Project Overview:

The State Water Resources Control Board, Division of Drinking Water (Division) received a letter dated January 20, 2022, requesting a waiver from the water main separation requirements for Citrus Heights Water District PWS # 3410006. The letter requested review of one (1) locations where Citrus Heights Water District has determined it is infeasible to meet separation requirements. The project is located in the City of Citrus Heights.

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

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

- (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:

1. A proposed 12-in C900 PVC (pressure class 305) water distribution main crossing under an existing 12-in storm drain located at station 12+16. Sheet 4.

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 12-in C900 PVC (pressure class 305) water distribution main crossing under an existing 12-in storm drain located at station 12+16. Sheet 4.
 - a. The vertical separation between the existing storm drain and proposed water main per sheet 4 (enclosed) will be 12-in. The crossing angle is greater than 45 degrees. The water main joints on either side of the crossing will be restrained. A 20-ft section of PVC pipe will be centered under the crossing to maximize joint separation distances from the non-potable pipeline.
 - i. The proposed crossing is acceptable to the Division when the waiver conditions 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 C900 PVC pressure class 305.
2. Regarding water main pipelines that are proposed to be constructed and would cross other existing pipelines and cannot meet the minimum required separation, the water main and appurtenances shall be constructed with mechanically restrained joints for the entire length that do not comply with Section 64572 of the CCR.
3. Where the water main crosses below the storm drain pipeline, at least one foot of vertical separation shall be maintained at all crossings.
4. The water main shall be placed such that pipe joints will be as distant as possible from the centerline of the storm drain or sewer pipeline crossing.

This waiver is subject to the conditions listed above.

State Water Resources Control Board

February 8, 2022

PWS No. 3410006

Hilary Straus
General Manager
Citrus Heights Water District
6230 Sylvan Road
P. O. Box 286
Citrus Heights, CA 95610

CITRUS HEIGHTS WATER DISTRICT PUBLIC WATER SYSTEM (PWS NO. 3410006) – CARRIAGE DRIVE VERDE WATER PIPELINE CONSTRUCTION PROJECT

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on January 19, 2022, from the Citrus Heights Water District (CHWD) regarding improvement plans specifically identified as: 'Carriage Drive Water Pipeline' construction project in the Sacramento county area and within the CWD public water system (PWS No. 3410006) service area. The aforementioned email provided and requested a waiver from the water main separation requirements at three (3) locations where potable water mains cross other 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 CWD 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.
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

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

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

Enclosures,

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 Rinde*
Water Resource Control **Engineer**
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

DATE: February 8, 2022

SUBJECT: Reply to Citrus Heights Water District PWS # 3410006 –
Carriage Drive Water Pipeline Project

Project Overview:

The State Water Resources Control Board, Division of Drinking Water (Division) received a letter dated January 19, 2022, requesting a waiver from the water main separation requirements for Citrus Heights Water District PWS # 3410006. The letter requested review of three (3) locations where Citrus Heights Water District has determined it is infeasible to meet separation requirements. The project is located in the City of Citrus Heights.

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

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

- (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:

1. A proposed 12-in C900 PVC (pressure class 305) water distribution main crossing under an existing 18-in storm drain located at station 10+05. Sheet 4.
2. A proposed 12-in C900 PVC (pressure class 305) water distribution main crossing under an existing 12-in storm drain located at station 10+36. Sheet 4.
3. A proposed 12-in C900 PVC (pressure class 305) water distribution main crossing under an existing 12-in storm drain located at station 18+23. Sheet 5.

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 12-in C900 PVC (pressure class 305) water distribution main crossing under an existing 18-in storm drain located at station 10+05. Sheet 4.
 - a. The vertical separation between the existing storm drain and proposed water main per sheet C5 (enclosed) will be 12-in. The crossing angle is greater than 45 degrees. The water main joints on either side of the crossing will be restrained. A 20-ft section of PVC pipe will be centered under the crossing to maximize joint separation distances from the non-potable pipeline.
 - i. The proposed crossing is acceptable to the Division when the waiver conditions are followed.
2. A proposed 12-in C900 PVC (pressure class 305) water distribution main crossing under an existing 12-in storm drain located at station 10+36. Sheet 4.
 - a. The water main separation requirements (section 64572) in Title 22 (attached - pg 232/233) are applicable to water mains and non-potable pipelines, not service lines or laterals.

The Division recommends using separation distances in section 64572 for laterals and service lines. For situations where separation distances listed in section 64572 cannot be meet, the Division recommends evaluating and implementing alternative construction practices (i.e: increasing pipe thickness, maximizing distance from lateral or service line to water main joints, restraining joints, providing 12" or greater vertical distance, etc.) where feasible.

3. A proposed 12-in C900 PVC (pressure class 305) water distribution main crossing under an existing 12-in storm drain located at station 18+23. Sheet 5.
 - a. The water main separation requirements (section 64572) in Title 22 (attached - pg 232/233) are applicable to water mains and non-potable pipelines, not service lines or laterals.

The Division recommends using separation distances in section 64572 for laterals and service lines. For situations where separation distances listed in

section 64572 cannot be met, the Division recommends evaluating and implementing alternative construction practices (i.e: increasing pipe thickness, maximizing distance from lateral or service line to water main joints, restraining joints, providing 12" or greater vertical distance, etc.) where feasible.

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 C900 PVC pressure class 305.
2. Regarding water main pipelines that are proposed to be constructed and would cross other existing pipelines and cannot meet the minimum required separation, the water main and appurtenances shall be constructed with mechanically restrained joints for the entire length that do not comply with Section 64572 of the CCR.
3. Where the water main crosses below the storm drain pipeline, at least one foot of vertical separation shall be maintained at all crossings.
4. The water main shall be placed such that pipe joints will be as distant as possible from the centerline of the storm drain or sewer pipeline crossing.

This waiver is subject to the conditions listed above.

**SECTION 01600
ENCROACHMENT PERMIT DOCUMENTS**

**MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT
C21-104 AND C22-101**

The following Encroachment Permit Documents pertain to Citrus Heights Water District's Mesa Verde High School and Carriage Drive Water Main Project C21-104 and C22-101:

City of Citrus Heights Encroachment Permit for Mesa Verde High School

Encroachment Permit Application	(2 Pages)
General Provisions and Restrictions	(2 Pages)
Minimum Insurance Requirements	(2 Pages)
Temporary Traffic Control Conditions	(1 Page)

City of Citrus Heights Encroachment Permit for Carriage Drive

Encroachment Permit EP21-0705	(3 Pages)
General Provisions and Restrictions	(2 Pages)
Minimum Insurance Requirements	(2 Pages)
Temporary Traffic Control Conditions	(1 Page)



Solid roots. New growth.

ENCROACHMENT PERMIT APPLICATION

6360 Fountain Square Drive, Citrus Heights, California 95621 (916) 727-4770 TDD 7-1-1
www.citrusheights.net

EMAIL: EncPermits@CitrusHeights.net

APPLICANT INFORMATION

NEW? _____

EXISTING PERMIT _____

Application Date: _____ Applicant/Business Name: _____

Address: _____ City: _____ State _____ Zip _____

Phone# _____ Cell# _____ Fax: _____

Applicant Business Email Address: _____ Contractor Lic#: _____

Office Contact Person: _____ Phone#: _____ Cell#: _____

Office Contact Email: _____ Business License Number: _____

Applicant is a subcontractor performing work for:

Contractor/Utility name _____ **EXISTING BLANKET Permit#:** _____

JOB INFORMATION

DAY M-F (8:00 AM – 5:00 PM) NIGHT WORK WEEKEND SAT SUNDAY

Number (#) of Working days: _____ Requested Start Date: _____ Job Completion Date: _____

Job Address/Location: _____ Nearest Cross Street: _____

Job Name: _____ Job/Reference#: _____ USA#: _____

Foreman or Field Contact Name: _____ Cell#: _____

Describe Work or Activity in Public Right-Of-Way: *(attach sheet if more room is needed)* _____

	Pedestrian Ramp		Sidewalk		Survey		Utility Maintenance
	Driveway Approach		Curb & Gutter		Obstruction		Utility Installation
	Traffic Control		Access Road		Excavation		Water Service
	MOVING POD		DUMPSTER		TREE WORK		OTHER

EXCAVATION - Estimated Crackseal Fee \$1.80 /LF

Max Depth:		Max Width		Max Length		Other:	
Type:		A/C		Unimproved		Concrete	

PIPES:

Type:		Diameter:		Product		Voltage/PSIG	
-------	--	-----------	--	---------	--	--------------	--

Other Notes: _____

Will an existing driveway be removed or blocked? If "Yes" Please Explain: _____

Will an existing sidewalk be removed or blocked? If "Yes" Please Explain: _____

Work Detail: _____

TCP TEMPLATES: _____

In consideration of granting of this application, it is agreed by the applicant that the City of Citrus Heights and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use of the highway it must be removed or relocated, as designated by the City Engineer, at the expense of the applicant or their successor in interest.

Application approval subject to payment of fees and conditions of work, and is revocable at any time.

Applicant Signature: _____ Date: _____

Submit this form in person or by email to: EncPermits@citrusheights.net with the following documents

1. Traffic control plan
2. Proof of insurance
3. Other supporting documentation

1. **PERMIT:** This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 78-1 of the City Code, adopting 12.8 of Sacramento County Code by reference.
2. **ACCEPTANCE OF PROVISIONS:** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the general and specific conditions hereof.
3. **KEEP PERMIT ON WORK SITE:** This permit shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer upon demand.
4. **GENERAL DEPOSIT:** Applicant shall post a deposit as specified in Chapter 78-1 of the City Code (amount varies according to encroachment type). The deposit may be released 180 days after completion of the work and the project has been signed off by the City Inspector.
5. **INSURANCE REQUIRED:** See attached "Minimum Insurance Requirements".
6. **GUARANTEE:** Should any failure of the work occur within a period of one year after acceptance by the Engineer of the project, or portions thereof which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his expense.
7. **NOTIFICATION:** Before starting work, the Permittee shall notify Citrus Heights General Service Department, phone (916) 727-4770, two working days in advance of the date work is to begin.
8. **U.S.A. NOTIFICATION REQUIRED:** The Permittee shall notify Underground Service Alert two working days in advance of performing excavation work by calling the toll-free number (800) 642-2444. - U.S.A. notification to be renewed at not more than 14 calendar day intervals. All markings by contractors shall be made with chalk based aerosol paint.
9. **UNDERGROUND UTILITIES.** Disregard or destruction of underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the City Engineer. Any utility so damaged shall be immediately reported to the owner and City General Services Department.
10. **PROSECUTION OF WORK:** Any work authorized by this permit shall be performed in a workmanlike, diligent and expeditious manner to the satisfaction of the City Engineer. Any non-storm water runoff must not be allowed into storm drains including washing from concrete or plaster work, vehicle clean-up or maintenance. Applicant is responsible for ensuring that anyone employed to complete the work complies with all the provisions of this permit.
11. **SITE MAINTENANCE:** Applicant is responsible for daily maintenance (24/7) of the project site and haul routes for any imported or exported materials. Stockpiled debris and materials shall be kept clean and orderly and out of traffic lanes and haul routes shall be monitored and swept as required to minimize tracking and dust.
12. **TEMPORARY TRAFFIC CONTROLS:** See attached "Temporary Traffic Control Conditions".
13. **WORK AND MATERIAL:** All work and materials shall be in accordance with the current edition of the County of Sacramento "Standard Construction Specifications" as amended, and Current MUTCD California Edition.
14. **ROAD CLOSURE:** No highway or street may be closed without first obtaining approval in writing from the City of Citrus Heights, (916) 727-4770. If permission to close a street is granted, it shall be the Permittee's responsibility to notify the Citrus Heights Police Department and Fire Department prior to closing the street.
15. **MAINTAINING AND PROTECTING TRAFFIC CONTROL FACILITIES:** Metal objects (such as manhole frames and lid valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Any traffic signal or detector operation disruption shall be repaired and the system made operational within eight hours of the damage. Should the City elect to provide repair or replacement services, the Permittee shall be required to reimburse the City for all costs involved.
16. **SITE ACCESS:** The applicant is responsible for providing and maintaining an alternate accessible route around the work site at all times. Alternate access routes shall be in compliance with the Americans with Disabilities Act (ADA) and Title 24 of the California Code.

17. **TREES:** Unless specifically approved on the face of this permit, the removal or trimming of a tree(s) requires a separate permit per County ordinance, call (916) 727-4770.
18. **TUNNELING:** No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.
19. **TRENCHING:** Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining shall be kept open to traffic by bridging or backfilling.
20. **BACKFILL AND RESTORATION OF SURFACES:** Excavation backfill and restoration of surfaces shall conform to the County of Sacramento Standard Construction Specifications. The permittee's attention is directed to Standard Drawing H-36 of the Specifications.
21. **CLEANUP:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in a condition equal to or better than existed before work started. All roadside drainage ditches shall be restored to a true grade and intake and outlet ends of all culverts shall be left free from all materials and debris.
22. **RESTORE IMPROVEMENTS:** Removal of existing pavement markings, signs, posts, concrete medians, landscaping, pavement, sidewalk, etc., both in the public right of way and on private property, shall be approved in writing (by the City of Citrus Heights), prior to removal. The applicant is responsible for assuring that all items removed are restored to their original locations and condition as existed prior to removal. Additionally, all temporary signs, pavement markings, storm water BMP's and other devices, marks and structures are completely removed for the work site.
23. **RECORD DRAWING:** Upon completion of underground or surface work of consequence, the Permittee, at the request of the City Engineer, shall furnish records, drawings to the Department of General Services showing locations and details of work performed.
24. **FUTURE MOVING OF INSTALLATION:** The installation authorized herein shall, upon demand of the City Engineer, be immediately relocated by, and at the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions on the highway may require such relocation. The Permittee must commence such relocation within the time specified in said demand and therefore diligently prosecute the same to completion.
25. **MAINTENANCE:** The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the City right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all damage to the roadway which would not have occurred had such work not been done or such encroachment not placed herein.
26. **ANNUAL HOLIDAY MORATORIUM:** The annual construction and transportation moratorium begins at 5 PM the Friday before Thanksgiving and ends the first business day of January the following year. Streets restricted are:

Antelope Road	Old Auburn Road
Auburn Boulevard	San Juan Avenue
Dewey Drive	Sunrise Boulevard
Fair Oaks Boulevard	Sylvan Road
Greenback Lane	Van Maren Lane
Madison Avenue	

Do not return to the city.

Keep on job site with approved permit copy.

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

A. Workers' Compensation & Employers Liability

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to City of Citrus Heights.
- The policy must include a written waiver of the insurer's right to subrogate against the City of Citrus Heights.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance

B. General Liability

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate;
- \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- Coverage shall be continued for one (1) year after completion of the work.
- City of Citrus Heights must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. City of Citrus Heights shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the City of Citrus Heights as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City of Citrus Heights.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Citrus Heights.
- The policy must cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.

Do not return to city

- Required Evidence of Coverage.
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the City of Citrus Heights is primary and non-contributory; and
 3. Properly completed Certificate of Insurance.

C. Automobile Liability

- Minimum Limit: \$1,000,000 combined single limit per accident. Coverage must apply to all owned, hired and non-owned vehicles. City of Citrus Heights must qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that City of Citrus Heights is an insured; and
 2. Properly completed Certificate of Insurance.

D. Standards for Insurance Companies

Insurance policies must be issued by an insurer with an A.M. Best's rating of at least A:VII.

Do not return to the city.

Keep on job site with approved permit copy.

Appropriate advance signing (“Road Construction Ahead”, “Flagger Ahead”, etc.), cones, barricades, etc., shall be used in accordance with City Standards, current County of Sacramento Standard Construction Specifications and/or the current Manual of Uniform Traffic Control Devices (MUTCD) California edition.

1. The use of advance warning construction signs, such as Changeable Message Signs (CMS) and/or special advisory signs, may be required during this project. If signs are requested, the contractor shall install or place equipment (at no cost to the City of Citrus Heights), to meet this condition.
2. Typically, all lane closures shall only be allowed Monday through Friday, between the hours of 8:30 AM and 3:30 PM on all major six (6) lane arterial roadways (Sunrise Boulevard, Greenback Lane, Madison Avenue, etc.). All other four (4) lane or five (5) lane streets are also considered major streets and lane closures shall only be allowed between the hours of 8:30 AM to 3:30 PM Monday through Friday. Residential and minor street lane closures vary as approved on the approved plans or encroachment permit. The City of Citrus Heights has a Holiday Moratorium where no work is permitted on these roads starting the Friday before Thanksgiving Day to the first business day in January inclusive.
3. All traffic control for this project shall be as designated on the approved traffic control plan(s) submitted by the contractor/applicant. If construction requires additional traffic restrictions, the contractor/applicant shall submit a revised traffic control plan before construction work in the right of way can proceed.
4. Additional construction limits, work hours, holiday, weekend, night or daytime work requested by contractor/applicant, (and not specified in these conditions, the Standard *Constructions Specifications*, plans or special provisions); shall be approved in writing from the City of Citrus Heights, General Services Department, prior to starting actual construction activity requested by the contractor/applicant.
5. No Overnight storage of materials and equipment shall be allowed on City of Citrus Heights right-of-way (unless approved in writing by the General Services Department).
6. Any parking or access limitations shall be coordinated with residents, businesses, local Fire Department, Citrus Heights Police Department, California Highway Patrol and Regional Transit (if applicable), seventy-two (72) hours in advance of the lane closures.
7. Limited construction work hours shall be in effect during school sessions. The General Services Department shall approve all construction work hours for any lane closures in, around, or near schools (public or private). Generally, construction work hours are not permitted one half hour before and after each arrival/departure bell time(s) during the morning and afternoon School sessions. School notification process is at least five (5) working days in advance of actual roadwork near schools. (“Around” or “near” a school is determined by the City Engineer).
8. No lane closures or partial lane closures shall be permitted during those certain dates in November and December as specified within the Sacramento County Standard Construction Specifications and during rainy weather or limited visibility (1000 feet or less and due to fog or other conditions).
9. The temporary traffic controls shall incorporate measures to ensure full and safe access for all pedestrians and bicyclists. **All access measures shall comply with ADA and Title 24 requirements.**
10. The continuous use and placement of all K-Rail, shall only be permitted if approved in writing from the City of Citrus Heights, General Services Department.

Do not return to the city.

Keep on job site with approved permit copy.



CITY OF CITRUS HEIGHTS

6360 Fountain Square Drive • Citrus Heights, CA 95621

Phone (916) 727-4770 • Fax (916) 727-1454

www.citrusheights.net

ENCROACHMENT PERMIT EP21-0705

Permit Expiration Date: 08/11/2022

48 hours before any excavations call underground service alert at 1-800-227-2600.

Permit must be on site at all times no exceptions. A copy of the original permit is acceptable.

Application approval subject to payment of fees and conditions of work and is revocable at any time.

Annual Permits

The Annual Permit allows for routine maintenance and emergency maintenance only. This Permit does not authorize new service, line extensions or work of similar magnitude. Separate permits are required for such work.

All Other Permits

Other Permits authorizes the Applicant and it's designees to excavate, construct and/or otherwise encroach on City right-of-way by performing the work described below. Please note: All subcontractors need to fill out a separate encroachment permit application, even if they are performing work under a permittee's blanket/annual permit.

Applicant Citrus Heights Water District
6230 Sylvan Rd, Citrus Heights, CA 95610
(916) 725-6873

Project Name Carriage Drive Water Main Project - Potholing (CHWD) C22-101

Work Type Standard

Work Description Potholing 12/20/21 to 1/3/2022 while SJUSD is on winter break
Excavation for water main installation.

This project consists of installing 1250 linear feet of 12" water main along Carriage Drive to connect two (2) existing water mains.

The project will take place at the same time as the Mesa Verde High School Water Main Project, for which we previously obtained an encroachment permit and completed potholing

Work Start Date 12/20/2021

Work End Date 01/03/2022

Notes Received Stand Alone Deposit \$1517.00 12/15/21

This project is currently in the design phase and requires potholing during Winter Break at Mesa Verde HS and Carriage Elementary. Construction will start June 8, 2022 and end by August 11, 2022 (Summer Break). A contractor will do the potholing. A separate contractor will do the construction.

Location

Address/APN

GIS Reference n/a

Location Carriage Dr & Pratt Ave

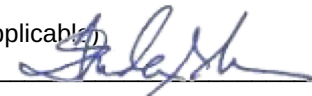
Owners

- Before starting work, (except for emergency work) the Permittee shall notify Citrus Heights Construction Inspector, two working days in advance of the date work is to begin.
- Attention is directed to the General Provisions attached to this permit and to any specific conditions attached hereto and made a part hereof.
- All work to be done in accordance with the latest addition of the Sacramento County Rules and Regulations in the Streets and Highways codes, and per the City of Citrus Heights General Services Department.
- In case an emergency situation arises during work under this permit, contact the General Services Department, at (916) 727-4770 24 hours/day 7 days/week for location and notification. Call 911 if appropriate and necessary.
- All encroachment of vehicular and/or pedestrian traffic requires an approved traffic control plan. Should an existing roadway or sidewalk need to be encroached upon, a traffic control plan must be submitted and approved by the City Traffic Engineer prior to encroachment. Pedestrians are to be detoured to safe walking area, not into moving traffic.
- Annual permits allow for routine and emergency maintenance only. Annual permits do not authorize new service, line extensions or work of similar magnitude. Separate permits will be required for such work. Any Subcontractor performing work under the permittee's blanket permit shall fill out a separate permit application and comply with all requirements before any work can begin.
- This permit is issued for the time specified. Please call the General Services Department (916) 727-4770 if an extension of time is required.

Permits for work on arterial streets are VOID during the City's Construction Moratorium that begins the week before Thanksgiving to the first business day in January.

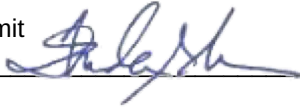
In consideration of the granting of this application, it is agreed by the applicant that the City of Citrus Heights and any officer or employee thereof shall be held harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use of the roadway it must be removed or relocated, as designated by the City Engineer, at the expense of the applicant or their successor in interest.

Will Approve Traffic Control as Submitted for
Each Job Location Site: _____ Date: _____

Traffic Control Plan (if applicable)
Approved By:  _____ Date: 12/17/2021

Encroachment Permit

Approved By: _____



Date: _____

12/17/2021

1. **PERMIT:** This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 78-1 of the City Code, adopting 12.8 of Sacramento County Code by reference.
2. **ACCEPTANCE OF PROVISIONS:** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the general and specific conditions hereof.
3. **KEEP PERMIT ON WORK SITE:** This permit shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer upon demand.
4. **GENERAL DEPOSIT:** Applicant shall post a deposit as specified in Chapter 78-1 of the City Code (amount varies according to encroachment type). The deposit may be released 180 days after completion of the work and the project has been signed off by the City Inspector.
5. **INSURANCE REQUIRED:** See attached "Minimum Insurance Requirements".
6. **GUARANTEE:** Should any failure of the work occur within a period of one year after acceptance by the Engineer of the project, or portions thereof which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his expense.
7. **NOTIFICATION:** Before starting work, the Permittee shall notify Citrus Heights General Service Department, phone (916) 727-4770, two working days in advance of the date work is to begin.
8. **U.S.A. NOTIFICATION REQUIRED:** The Permittee shall notify Underground Service Alert two working days in advance of performing excavation work by calling the toll-free number (800) 642-2444. - U.S.A. notification to be renewed at not more than 14 calendar day intervals. All markings by contractors shall be made with chalk based aerosol paint.
9. **UNDERGROUND UTILITIES.** Disregard or destruction of underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the City Engineer. Any utility so damaged shall be immediately reported to the owner and City General Services Department.
10. **PROSECUTION OF WORK:** Any work authorized by this permit shall be performed in a workmanlike, diligent and expeditious manner to the satisfaction of the City Engineer. Any non-storm water runoff must not be allowed into storm drains including washing from concrete or plaster work, vehicle clean-up or maintenance. Applicant is responsible for ensuring that anyone employed to complete the work complies with all the provisions of this permit.
11. **SITE MAINTENANCE:** Applicant is responsible for daily maintenance (24/7) of the project site and haul routes for any imported or exported materials. Stockpiled debris and materials shall be kept clean and orderly and out of traffic lanes and haul routes shall be monitored and swept as required to minimize tracking and dust.
12. **TEMPORARY TRAFFIC CONTROLS:** See attached "Temporary Traffic Control Conditions".
13. **WORK AND MATERIAL:** All work and materials shall be in accordance with the current edition of the County of Sacramento "Standard Construction Specifications" as amended, and Current MUTCD California Edition.
14. **ROAD CLOSURE:** No highway or street may be closed without first obtaining approval in writing from the City of Citrus Heights, (916) 727-4770. If permission to close a street is granted, it shall be the Permittee's responsibility to notify the Citrus Heights Police Department and Fire Department prior to closing the street.
15. **MAINTAINING AND PROTECTING TRAFFIC CONTROL FACILITIES:** Metal objects (such as manhole frames and lid valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Any traffic signal or detector operation disruption shall be repaired and the system made operational within eight hours of the damage. Should the City elect to provide repair or replacement services, the Permittee shall be required to reimburse the City for all costs involved.
16. **SITE ACCESS:** The applicant is responsible for providing and maintaining an alternate accessible route around the work site at all times. Alternate access routes shall be in compliance with the Americans with Disabilities Act (ADA) and Title 24 of the California Code.

17. **TREES:** Unless specifically approved on the face of this permit, the removal or trimming of a tree(s) requires a separate permit per County ordinance, call (916) 727-4770.
18. **TUNNELING:** No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.
19. **TRENCHING:** Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining shall be kept open to traffic by bridging or backfilling.
20. **BACKFILL AND RESTORATION OF SURFACES:** Excavation backfill and restoration of surfaces shall conform to the County of Sacramento Standard Construction Specifications. The permittee's attention is directed to Standard Drawing H-36 of the Specifications.
21. **CLEANUP:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in a condition equal to or better than existed before work started. All roadside drainage ditches shall be restored to a true grade and intake and outlet ends of all culverts shall be left free from all materials and debris.
22. **RESTORE IMPROVEMENTS:** Removal of existing pavement markings, signs, posts, concrete medians, landscaping, pavement, sidewalk, etc., both in the public right of way and on private property, shall be approved in writing (by the City of Citrus Heights), prior to removal. The applicant is responsible for assuring that all items removed are restored to their original locations and condition as existed prior to removal. Additionally, all temporary signs, pavement markings, storm water BMP's and other devices, marks and structures are completely removed for the work site.
23. **RECORD DRAWING:** Upon completion of underground or surface work of consequence, the Permittee, at the request of the City Engineer, shall furnish records, drawings to the Department of General Services showing locations and details of work performed.
24. **FUTURE MOVING OF INSTALLATION:** The installation authorized herein shall, upon demand of the City Engineer, be immediately relocated by, and at the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions on the highway may require such relocation. The Permittee must commence such relocation within the time specified in said demand and therefore diligently prosecute the same to completion.
25. **MAINTENANCE:** The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the City right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all damage to the roadway which would not have occurred had such work not been done or such encroachment not placed herein.
26. **ANNUAL HOLIDAY MORATORIUM:** The annual construction and transportation moratorium begins at 5 PM the Friday before Thanksgiving and ends the first business day of January the following year. Streets restricted are:

Antelope Road	Old Auburn Road
Auburn Boulevard	San Juan Avenue
Dewey Drive	Sunrise Boulevard
Fair Oaks Boulevard	Sylvan Road
Greenback Lane	Van Maren Lane
Madison Avenue	

Do not return to the city.

Keep on job site with approved permit copy.

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

A. Workers' Compensation & Employers Liability

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to City of Citrus Heights.
- The policy must include a written waiver of the insurer's right to subrogate against the City of Citrus Heights.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance

B. General Liability

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate;
- \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- Coverage shall be continued for one (1) year after completion of the work.
- City of Citrus Heights must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. City of Citrus Heights shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the City of Citrus Heights as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City of Citrus Heights.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Citrus Heights.
- The policy must cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.

Do not return to city

- Required Evidence of Coverage.
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the City of Citrus Heights is primary and non-contributory; and
 3. Properly completed Certificate of Insurance.

C. Automobile Liability

- Minimum Limit: \$1,000,000 combined single limit per accident. Coverage must apply to all owned, hired and non-owned vehicles. City of Citrus Heights must qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that City of Citrus Heights is an insured; and
 2. Properly completed Certificate of Insurance.

D. Standards for Insurance Companies

Insurance policies must be issued by an insurer with an A.M. Best's rating of at least A:VII.

Do not return to the city.

Keep on job site with approved permit copy.

Appropriate advance signing (“Road Construction Ahead”, “Flagger Ahead”, etc.), cones, barricades, etc., shall be used in accordance with City Standards, current County of Sacramento Standard Construction Specifications and/or the current Manual of Uniform Traffic Control Devices (MUTCD) California edition.

1. The use of advance warning construction signs, such as Changeable Message Signs (CMS) and/or special advisory signs, may be required during this project. If signs are requested, the contractor shall install or place equipment (at no cost to the City of Citrus Heights), to meet this condition.
2. Typically, all lane closures shall only be allowed Monday through Friday, between the hours of 8:30 AM and 3:30 PM on all major six (6) lane arterial roadways (Sunrise Boulevard, Greenback Lane, Madison Avenue, etc.). All other four (4) lane or five (5) lane streets are also considered major streets and lane closures shall only be allowed between the hours of 8:30 AM to 3:30 PM Monday through Friday. Residential and minor street lane closures vary as approved on the approved plans or encroachment permit. The City of Citrus Heights has a Holiday Moratorium where no work is permitted on these roads starting the Friday before Thanksgiving Day to the first business day in January inclusive.
3. All traffic control for this project shall be as designated on the approved traffic control plan(s) submitted by the contractor/applicant. If construction requires additional traffic restrictions, the contractor/applicant shall submit a revised traffic control plan before construction work in the right of way can proceed.
4. Additional construction limits, work hours, holiday, weekend, night or daytime work requested by contractor/applicant, (and not specified in these conditions, the Standard *Constructions Specifications*, plans or special provisions); shall be approved in writing from the City of Citrus Heights, General Services Department, prior to starting actual construction activity requested by the contractor/applicant.
5. No Overnight storage of materials and equipment shall be allowed on City of Citrus Heights right-of-way (unless approved in writing by the General Services Department).
6. Any parking or access limitations shall be coordinated with residents, businesses, local Fire Department, Citrus Heights Police Department, California Highway Patrol and Regional Transit (if applicable), seventy-two (72) hours in advance of the lane closures.
7. Limited construction work hours shall be in effect during school sessions. The General Services Department shall approve all construction work hours for any lane closures in, around, or near schools (public or private). Generally, construction work hours are not permitted one half hour before and after each arrival/departure bell time(s) during the morning and afternoon School sessions. School notification process is at least five (5) working days in advance of actual roadwork near schools. (“Around” or “near” a school is determined by the City Engineer).
8. No lane closures or partial lane closures shall be permitted during those certain dates in November and December as specified within the Sacramento County Standard Construction Specifications and during rainy weather or limited visibility (1000 feet or less and due to fog or other conditions).
9. The temporary traffic controls shall incorporate measures to ensure full and safe access for all pedestrians and bicyclists. **All access measures shall comply with ADA and Title 24 requirements.**
10. The continuous use and placement of all K-Rail, shall only be permitted if approved in writing from the City of Citrus Heights, General Services Department.

Do not return to the city.

Keep on job site with approved permit copy.

**SECTION 01700
LIST OF MATERIALS PROVIDED**

**MESA VERDE HIGH SCHOOL AND CARRIAGE DRIVE WATER MAIN PROJECT
C21-104 AND C22-101**

The following List of Materials Provided pertain to Citrus Heights Water District's Mesa Verde High School and Carriage Drive Water Main Project C21-104 and C22-101:

<u>List of Materials Provided to Contractor by Citrus Heights Water District for the Mesa Verde High School Project</u>	3 Pages
<u>List of Materials Provided to Contractor by Citrus Heights Water District for the Carriage Drive Project</u>	2 Pages

**MATERIALS TO BE PROVIDED TO CONTRACTOR BY CITRUS HEIGHTS WATER DISTRICT
FOR
MESA VERDE HIGH SCHOOL WATER MAIN PROJECT C21-104**

ITEM	QUANTITY
12" CL 305 DR14 PVC Pipe	1500 LF
12" PC350 DI Pipe	36 LF
6" CL 305 DR14 PVC Pipe	60 LF
8" SDR 35 Pipe	40 LF
6" SDR 35 Pipe	20 LF
2" Copper Tubing Type K Hard	20 LF
1" Copper Tubing Type K Hard	20 LF
2" PE Brass Pipe (for threading nipples)	10 LF
12" x 6' FL x PE DIP Spool	1
12" x 1' FL x FL DIP Spool	1
2" x 12" Brass Nipple	1
2" x 24" SCH 80 Nipple	1
12" FL x MJ RW Gate Valve	5
8" FL x FL RW Gate Valve	2
6" FL x MJ RW Gate Valve	1
12" FL Tee	1
12" FL x MJ Tee	2
8" FL Tee	1
12" FL x MJ Adaptor	2
12" Star Flange Adapter for DIP	1
8" Star Flange Adapter for PVC	2
2" Companion Flange	2
12" MJ 90	3
12" FL x MJ 90	1
12" MJ 45	4
12" FL x MJ 45	1
12" MJ 11.25	3
12" FL x MJ 11.25	1
12" FL x MJ 22.5	1
12" x 6" FL Reducer	1
12" MJ x 8" FL Reducer	1
6" MJ 90	2
12" Bell Restraint for PVC	3

**MATERIALS TO BE PROVIDED TO CONTRACTOR BY CITRUS HEIGHTS WATER DISTRICT
FOR
MESA VERDE HIGH SCHOOL WATER MAIN PROJECT C21-104**

ITEM	QUANTITY
12" MJ Restraint for PVC	17
12" MJ Restraint for DIP	9
6" MJ Restraint for PVC	7
12" Flange Bolt Set	16
12" Flange Gasket (ring type)	16
8" Flange Bolt Set	5
8" Flange Gasket (ring type)	5
6" Flange Bolt Set	2
6" Flange Gasket (ring type)	2
2" Flange Bolt Set	2
2" Flange Gasket (ring type)	2
12" x 2" Brass Double Strap Saddle (DIP OD)	2
12" x 2" C-900 Saddle	1
12" x1" C-900 Saddle	1
2" MIP x FIP Corp Stop	2
2" MIP x MIP Corp Stop	1
1" MIP x CTS Comp Corp Stop	1
2" CTS Comp x CTS Comp Curb Stop	1
1" CTS Comp x FIP Curb Stop	1
2" Brass 90	4
2" MIP x CTS Comp 90	2
2" Brass ST. 90	2
2" SCH 80 90	2
2" ARV Screen	1
2" Brass Union	2
1" Brass Plug	1
2" Crispin UL 10 ARV	1
Christy G04 Valve Box & Lid	8
Christy F8 Valve Box & Concrete Lid	1
Christy 1730-H/20 Box	1
Christy B30x12 Box Extension	1
Placer WaterWorks PW/AE3618MC Lid	1

**MATERIALS TO BE PROVIDED TO CONTRACTOR BY CITRUS HEIGHTS WATER DISTRICT
FOR
MESA VERDE HIGH SCHOOL WATER MAIN PROJECT C21-104**

ITEM	QUANTITY
Placer WaterWorks PW/PS1014-Z Stand	2
Placer WaterWorks PW/SDL-B Saddle	2
12" Pressure Reducing Valve CLA-VAL 90-37, Adjustment Range 15-75 PSI, Standard Material Pilot System, Globe Pattern, Pressure Class 150, Flanged Ends W/ X101 Position Indicator & (2) X141 Pressure Gauges	1
2" Pressure Reducing Valve CLA-VAL 90-37, Adjustment Range 15-75 PSI, Standard Material Pilot System, Globe Pattern, Pressure Class 150, Flanged Ends W/ X101 Position Indicator	1
12" CLA-VAL X43H Strainer	1
Jensen Precast 4686 Pullbox U-2146-5 with Torsion Spring Assist Hatch	1
Tracer Wire (10AWG)	2000 LF
Warning Tape, 3" wide, Non-detectable, Blue, marked Water	4000 LF
10-MIL Tape	10 rolls
8-MIL Poly Fitting Wrap	3 rolls

**MATERIALS TO BE PROVIDED TO CONTRACTOR BY CITRUS HEIGHTS WATER DISTRICT
FOR
CARRIAGE DR WATER MAIN PROJECT C22-101**

ITEM	QUANTITY
12" CL 305 DR14 PVC Pipe	1300 LF
8" PC350 DI Pipe	36 LF
8" SDR 35 Pipe	20 LF
6" SDR 35 Pipe	20LF
2" Copper Tubing Type K Hard	20 LF
2" x 12" Brass Nipples	1
2" X 24" SCH 80 Nipple	1
12" FL x MJ RW Gate Valve	1
8" FL x MJ RW Gate Valve	2
18" x 12" FL Tapping Sleeve OD 19.50 Romac SST III-19.70	1
8" FL x MJ Tee	1
12" MJ 45	2
8" MJ 90	1
18" x 8" MJ Reducer	1
12" Bell Restraint for PVC	5
18" MJ Restraints for DIP	2
12" MJ Restraints for PVC	8
8" MJ Restraints for DIP	6
12" Flange Bolt Set	2
12" Flange Gasket (ring type)	2
8" Flange Bolt Set	2
8" Flange Gasket (ring type)	2
8" Long Barrel Flex Coupling	2
12" x 2" C-900 Saddle	1
2" MIP x MIP Corp Stop	1
2" CTS Comp x CTS Comp Curb Stop	1
2" Brass 90	2
2" MIP x CTS Comp 90	2

**MATERIALS TO BE PROVIDED TO CONTRACTOR BY CITRUS HEIGHTS WATER DISTRICT
FOR
CARRIAGE DR WATER MAIN PROJECT C22-101**

ITEM	QUANTITY
2" SCH 80 90	2
2" ARV Screen	1
2" Crispin UL10 ARV	1
Christy G04 Valve Box & Lid	3
Christy F8 Valve Box & Concrete Lid	1
Christy 1730-H/20 Box	1
Christy B30x12 Box Extension	1
Placer WaterWorks PW/AE3618MC Lid	1
Tracer Wire (10AWG)	2000 LF
Warning Tape, 3" wide, Non-detectable, Blue, marked Water	3000 LF
10-MIL Tape	10 rolls
8-MIL Poly Fitting Wrap	3 rolls

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 REGULAR MEETING

SUBJECT : 2022 STRATEGIC PLAN UPDATE
 STATUS : Discussion and Action Item
 REPORT DATE : April 12, 2022
 PREPARED BY : Brittney C. Moore, Senior Management Analyst/Deputy Board Clerk

OBJECTIVE:

Receive an update to the 2022 Strategic Plan.

BACKGROUND AND ANALYSIS:

This is the sixth year that CHWD has engaged in a Strategic Planning process to help shape the development of its annual budget. The goal of Strategic Planning is to bring the Board of Directors and key District staff together to identify and prioritize the District's high priority policy, program and project issues, and to identify what items, given limited resources (i.e., funding, time and staffing resources) the District should be working on over and above daily operations in the coming year.

The Strategic Planning process includes three major components: 1) Education/Issues Briefing; 2) Team Building; 3) Work Program Development.

The *Education/Issues Briefing Component* consisted of a 2021 Strategic Plan Update and 2022 Strategic Plan Overview by CHWD staff in a Study Session to the Board at its January 19, 2022 Regular Board Meeting. In addition, staff provides project and Strategic Planning updates in the monthly FYI Report.

The *Team Building* and *Work Program Development* components took place on May 26, 2021, in a session attended by the Board of Directors, key District staff and Customer Advisory Committee Members facilitated by Laura Mason-Smith. A 2023 Strategic Planning session is scheduled for May 25, 2022. The Board of Directors, Key District staff, and community stakeholders will identify three-year goals and one year objectives to consider when drafting the 2023 Annual Budget and department work program initiatives. Many of the Strategic Plan's goals and objectives are also anticipated to be considered when assessing the General Manager's and organizational performance for the coming year.

Accompanying this staff report are 2022 Strategic Plan updates (Attachment) to track year to date progress of the District's current objectives. Strategic Planning notes from the upcoming May 25, 2022 Strategic Planning Session will be prepared by facilitator Laura Mason-Smith, and brought to the Board at a Regular Meeting in the third quarter of 2022. In January, leadership staff will present a 2023 Strategic Plan Preview, including who will serve as the Executive staff member responsible for the project, the Project Lead, a project timeline, and who will serve on the Project Team to accomplish each objective within a projected timeframe.

District leadership staff will be reviewing progress on the Strategic Plan several times each month, and update the Board of Directors quarterly or more often as required.

RECOMMENDATION:

Receive and file an update of the 2022 Strategic Plan.

ATTACHMENT:

2022 Strategic Plan Update

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

CITRUS HEIGHTS WATER DISTRICT ☀ 2022 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: MANAGE AND DIVERSIFY A DEPENDABLE WATER SUPPLY

<i>Objectives to be Completed in the 2022 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q1	Q4	<i>Participate in the Hinkle Reservoir Cover Replacement Project</i>	<i>Brian Hensley (Lead); Hilary Straus; Rebecca Scott; Susan Talwar; Steve Anderson</i>	<i>Staff participated in a month-long Hinkle outage test that started in March. SJWD has stated that the project is expected to start this November.</i>
2	Q1		<i>Develop one intertie with a neighboring agency contingent upon their participation</i>	<i>Brian Hensley (Lead); Hilary Straus; Rebecca Scott; Steve Anderson</i>	<i>Staff was interested in developing an intertie with the City of Roseville, but they did not receive grant funding for the intertie project.</i>
3	Q1		<i>Complete design for Well Site 7</i>	<i>Brian Hensley (Lead); Hilary Straus; Rebecca Scott; Steve Anderson</i>	<i>Design is 20% complete, and staff is currently working to secure a contractor for drilling of the well.</i>

CITRUS HEIGHTS WATER DISTRICT ☀ 2022 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: MANAGE WATER EFFICIENCY EFFECTIVELY AND EMPOWER CUSTOMERS TO USE WATER IN AN EFFICIENT MANNER

<i>Objectives to be Completed in the 2022 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q1	Q4	<i>Increase CHWD Customer attendance by 10% at Water Smart Classes</i>	<i>Lea Park-Kim (Lead); Rebecca Scott; Susan Talwar</i>	<i>2/3 webinar: 42 attendees with 97% customers; 3/5 in-person class: 19 attendees with 79% customers; 4/7 webinar: 35 attendees with 75%* customers. *32 out of 35 attendees answered the poll question.</i>
2	Q1	Q4	<i>Increase participants in the Pressure Reduction Valve Rebate Program by 10%</i>	<i>Lea Park-Kim; Rebecca Scott (Lead); Susan Talwar</i>	<i>Jan-Mar 2022: 8 Jan-Mar 2021: 5</i>
3	Q1	Q4	<i>Increase participants in the Irrigation Efficiency Review and Smart Controller Program by 10%</i>	<i>Lea Park-Kim; Rebecca Scott (Lead); Susan Talwar</i>	<i>Jan-Mar 2022: 64 Jan-Mar 2021: 18</i>
4	Q1	Q4	<i>Develop a Community Garden page for the CHWD Website</i>	<i>Lea Park-Kim; Rebecca Scott (Lead); Susan Talwar</i>	<i>Research underway, completion scheduled for later in 2022.</i>

CITRUS HEIGHTS WATER DISTRICT ☀ 2022 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: MANAGE THE EFFICIENT IMPROVEMENT OF AND REINVESTMENT IN DISTRICT INFRASTRUCTURE AND FACILITIES

Objectives to be Completed in the 2022 Year					
#	START	END	WHAT	WHO	COMMENTS
1	Q1	Q4	Implement a District meter testing program	Rebecca Scott (Lead); Hilary Straus	Pending the Water Meter Study's transition to the RWA subscription program.
2			Work with the Regional Water Authority to complete the transition of leadership for the Water Meter Replacement Program	Rebecca Scott (Lead); Hilary Straus	Ongoing; targeting June or July as the transition month.
3	Q1	Q4	Start Corporation Yard Pre-Architectural Study and develop design alternatives for consideration	Tamar Dawson; Paul Dietrich; Missy Pieri; Rebecca Scott; Hilary Straus	
4	Q1	Q4	Complete the District-wide Easement Project	Tamar Dawson; Paul Dietrich; Missy Pieri (Lead); Hilary Straus,	Project is 20% complete.
5	Q3	On-going	Perform non-invasive condition assessment on selected District transmission mains	Paul Dietrich; Missy Pieri (Lead)	Evaluating proposals for condition assessment on 42" transmission main.

CITRUS HEIGHTS WATER DISTRICT ☀ 2022 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE

Objectives to be Completed in the 2022 Year					
#	START	END	WHAT	WHO	COMMENTS
1	Q3	Q4	Complete development of Information Technology Policies (10,000's)	Bryan Abaya; Susan Talwar; Brittney Moore	Policy template review began 03/2022
2	Q1	Q4	Complete update of the Operations Policies (5,000's)	Brittney Moore; Rebecca Scott; Hilary Straus; Susan Talwar	Project schedule developed.
3	Q3	Q4	Complete update and development of engineering design standards/procedures for development projects (8,000's-Water Service and 9,000's-Water Distribution Facilities)	Brittney Moore; Missy Pieri (Lead); Rebecca Scott; Hilary Straus; Susan Talwar	Beginning needs assessment in May 2022.
4	Q2	Q3	Implement study for information technology (IT) federated services and single sign on	Bryan Abaya; Susan Talwar	Process evaluation in progress 04/2022
5	Q2	Q3	Research virtual desktop options for potential implementation	Bryan Abaya; Susan Talwar	On hold: re-evaluating business needs
6	Q3	Q4	Implement Enterprise Resource Planning (ERP) software migration	Bryan Abaya; Alberto Preciado; Susan Talwar	On hold: re-evaluating business needs

THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE CONT'D

Objectives to be Completed in the 2022 Year					
#	START	END	WHAT	WHO	COMMENTS
7	Q1	Q4	Implement outreach and engagement plan on the preferred alternative from the Project 2030 Water Main Replacement Study	Lea Park-Kim (Lead); Missy Pieri; Hilary Straus; Susan Talwar	Traditional and digital media activities include promotion on the local newspaper website, social media posts, bill inserts, and email alerts.
8	Q1	Q2	Implement Board-directed rebranding or brand refresh	Lea Park-Kim; Hilary Straus; Susan Talwar; Brittney Moore	Board presentation provided in January 2022. Continuing to highlight the CHWD brand connected to Board-directed work program priorities.
9	Q1	Q4	Increase number of emails of email listserv by 5%	Lea Park-Kim; Alberto Preciado; Susan Talwar	Started a new Constant Contact account to create and manage emails sent to the listserv. The current count is 8,654.
10	Q1	Q4	Educate customers on policy, operations, and finance issues with SJWD-Wholesale	Brittney Moore; Lea Park-Kim; Hilary Straus; Susan Talwar	Surface-level education done on social media (ex. Where the water comes from video). More in-depth public education strategy is being developed.
11	Q1	Q4	Increase online bill pay enrollment by 5%	Lea Park-Kim; Alberto Preciado, Susan Talwar	Registered accounts as of 11/29/2021: 11,208 Registered accounts as of 3/31/2022: 11,787
12	Q3	Q4	Research new options for Automated Clearing House (ACH)	Alberto Preciado; Susan Talwar	Estimated completion date for Research Phase 06/2022
13	Q1	Q3	Implement redistricting/district division update	Brittney Moore (Lead); Hilary Straus; Susan Talwar	District Resolution approving boundaries for the District's Electoral Divisions sent to Sacramento and Placer County 01/06/2022.

Objectives to be Completed in the 2022 Year					
#	START	END	WHAT	WHO	COMMENTS
14	Q2	Q3	Enhance employee recruitment and retention initiatives by providing additional resources (e.g., an advanced training and education program)	Brittney Moore (Lead); Hilary Straus; Susan Talwar	<p>Leadership Essentials Training for the 21st Century scheduled for 06/07/2022.</p> <p>Task Order executed with Regional Government Services to begin work on Career Mapping for CHWD's staff team members.</p>

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 REGULAR MEETING

SUBJECT : ACWA JPIA EXECUTIVE COMMITTEE SPECIAL ELECTION
 STATUS : Action Item
 REPORT DATE : April 12, 2022
 PREPARED BY : Brittney Moore, Senior Management Analyst

OBJECTIVE:

Consider casting a vote for the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Special Executive Committee Election.

BACKGROUND AND ANALYSIS:

Association of California Water Agencies (ACWA) is hosting their 2022 Spring Conference & Exhibition May 3-5, 2022 in Sacramento, CA. During this conference, more than 35 programs, activities and committee meetings will take place to help water agencies stay informed and updated on a variety of local, statewide, and federal water issues. As a kick-off to the conference, on May 2, 2022, ACWA's exclusive conference partner, ACWA JPIA, will hold various committee meetings, and a Board Meeting that will include a Special Executive Committee Election.

ACWA JPIA is a risk-sharing pool for property, liability, workers' compensation and employee benefits for member water agencies. CHWD has been a member of ACWA JPIA since 1985, and participates in the following lines of coverage: property, liability, and workers' compensation. The Current ACWA JPIA Director Representative for Citrus Heights Water District (CHWD) is Director David Wheaton. The Alternate Representative is Director Ray Riehle.

ACWA JPIA's Executive Committee is comprised of nine members. The committee consists of eight members elected by the Board of Directors from its voting members as provided in the Bylaws. The ninth position is held by the Vice President of ACWA, as an ex officio member of the Executive Committee.

The May 2, 2022 election will fill one vacant position for this committee until the end of its term in May 2025.

The qualified candidates for the Executive Committee Special election are:

Chris Kapheim, Kings River Conservation District

Pam Tobin, San Juan Water District

John Weed, Alameda County Water District

ACWA JPIA members with either an ACWA JPIA Director or Alternate Director present at the meeting may vote. Staff recommends the CHWD Board of Directors review the qualified candidate statements (attached), and consider authorizing Board Director, David Wheaton to cast a vote during the ACWA JPIA Executive Committee Special Election. If Director Wheaton is not available to cast a vote, and CHWD's

Alternate Director Riehle is present, the recommended action includes authorizing Director Riehle to cast a vote for CHWD.

RECOMMENDATION:

Authorize ACWA JPIA Director Representative, David Wheaton to cast a vote for the Special Executive Committee election to be held on May 2, 2022. If Director Wheaton is not available to cast a vote, and CHWD's Alternate Director Riehle is present, the recommended action includes authorizing Director Riehle to cast a vote for CHWD.

ATTACHMENTS:

1. Candidate profile for Chris Kapheim, Kings Rivers Conservation District
2. Candidate profile for Pam Tobin, San Juan Water District
3. Candidate profile for John Weed, Alameda County Water District

ACTION:

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

ATTACHMENT 1
Candidate Profile: Chris Kapheim
Kings River Conservation District

Chris M. Kapheim Statement of Qualifications

I believe it is important for the San Joaquin Valley (Valley) to have representation on the ACWA JPIA Executive Committee. The Valley comprises 8 counties, which has 5 million acres of irrigated agriculture and a population of over 4 million people.

I was born and raised on a family farm in Dinuba, California. My family has farmed in the Dinuba area for over 100 years. I have been involved in production agriculture for over 30 years growing peaches, plums, grapes and pistachios. I graduated from California Polytechnic State University in 1977 with a degree in Soil Science. Furthermore, I graduated from the California Agricultural Leadership, Class 26, in 1996.

Water is the life-blood for the Valley. I was General Manager for the Alta Irrigation District from 1983 to 2016. Alta Irrigation District encompasses 129,000 acres in Tulare, Kings and Fresno counties with its primary tasks being irrigation water deliveries and groundwater recharge. Prior to my retirement in 2016, I was instrumental in developing the governance structure for of the Kings River East Groundwater Sustainability Agency. In 2019, I was elected to the Kings River Conservation District Board of Directors (KRCD). KRCD is a collaborative resource management agency serving agriculture, business, and residential communities within 1.2 million acres spanning portions of Fresno, Kings and Tulare counties. KRCD's areas of focus include energy, water, and environmental resources.

My experience includes regional and statewide efforts:

- Past member Tulare County Planning Commission
- Past Chairman of ACWA's Water Management Committee
- Past member of ACWA's Board of Directors
- Past member of ACWA's Legislative Committee
- Past member of ACWA JPIA's Liability Committee

As a long-time general manager of a large irrigation district in the San Joaquin Valley, I believe I have the knowledge and understanding that is required to serve on ACWA JPIA Executive Committee.

ATTACHMENT 2
Candidate Profile: Pam Tobin
San Juan Water District

Elect Pam Tobin to ACWA/JPIA Executive Committee

Pamela E. Tobin **Director, San Juan Water District**



OBJECTIVE: To align with the core values of ACWA/JPIA to ensure the implementation of policies and services that best meet members' insurance needs. I would like to continue contributing my skills in coalition-building and collaboration, contract negotiations and financial leadership, organizational governance, policy development, and strategic planning to the ACWA/JPIA Executive Committee.

STATEMENT OF QUALIFICATIONS:

- ACWA/JPIA Leadership—Executive Committee and Liability Management Committee, 2020-2021
- ACWA/JPIA Board, 2016-present
- ACWA Leadership—President, 2021-present; Vice President, 2019-2021; Executive Committee, 2019-present; Federal Affairs Committee, 2014-2019; Local Government Committee, 2014-2015
- San Juan Water District, 2004-present—Director; Four-Term Board President; Chair/Vice Chair of various Committees (Engineering, Finance, Pension Reform Ad Hoc, Personnel, Public Information, Regional Water Authority, Sacramento Groundwater Authority)

BIOGRAPHY: Pamela E. Tobin represents Division 2, encompassing the Granite Bay area in Placer County, on the San Juan Water District (SJWD) Board of Directors. Having been SJWD Board President for four prior terms -- in 2007, 2012, 2016, and 2020 -- Director Tobin serves as President of the Association of California Water Agencies (ACWA), and she previously served as ACWA Vice President.

Director Tobin also represents SJWD on the Board of the Association of California Water Agencies (ACWA) Joint Powers Insurance Authority (JPIA), having recently served on the ACWA/JPIA Executive Committee and Liability Management Committee.

As an elected and appointed official, Director Tobin has over 17 years of involvement with local, regional, and statewide water issues. To further her passion of assisting nonprofit and public agencies to fulfill their mission of serving customers and the community, Director Tobin has used her coalition-building and collaboration skills to actively contribute to organizational finance and governance, and water policy development.

Throughout her elected service, Director Tobin has served on the Board of the Regional Water Authority (RWA), including serving as Chair (in 2012) and on its Executive Committee (2011-2014, 2016-2019). In 2018, she received RWA's Distinguished Service Award. Additionally, the Volunteer Center of Sacramento honored Director Tobin with a "Volunteer Spirit Award, Sacramento Community Change Maker" in 2007.

Throughout her ACWA and ACWA/JPIA service, Director Tobin has championed, and continues to focus on, how the organizations can best serve members, including assisting members in adapting to COVID-19, and developing innovative programs that fostered connections and improved communications and information-sharing among and between ACWA, ACWA/JPIA, and its members.

Enthusiastic about contributing to her community, Director Tobin's volunteer service includes over 40 years as President and Rescue Chair for the Sierra Pacific Great Pyrenees Rescue Program, a nonprofit organization committed to saving the lives of abandoned, abused, injured, and sick dogs. Director Tobin developed the organization's 501C3 nonprofit status and she manages the organization's Board and other volunteers. Also, she dedicated 20 years as a Tester/Observer with the Alliance of Therapy Dogs to improve infirmed and youth patients' quality of life; and, for over 14 years, she has been a 4-H Club of Placer County Community Leader, developing and directing the agriculture and non-agriculture programs for over 150 youth members.

ATTACHMENT 3
Candidate Profile: John Weed
Alameda County Water District

John H. Weed

Biography

Mr. John H. Weed is the current Board President of the Alameda County Water District (ACWD) and has served on the ACWD Board since 1995. He is an attorney, member of California Bar, and also works in property development as President of Niles Properties, Inc. He has military experience as a Civil Engineer and water utility consultant with the United States Air Force on installations worldwide. He retired as a Colonel with the U.S. Air Force Reserves in 2000. He was previously employed as an Engineer Technician with the Santa Clara Valley Water District and was the Special Assistant to the Division Manager of Ordnance Engineering at FMC Corporation. Mr. Weed formerly served as an elected Trustee of the Ohlone Community College District from 1977 to 2010.

He currently serves on the Board of Directors of the Bay Area Water Supply and Conservation Agency and is an appointed member of the Alameda County Assessment Appeals Board. Mr. Weed also serves on the Federal Affairs Committee of the Association of California Water Agencies (ACWA) and is past Chair of the ACWA Region 5 Council. He serves as Alternate Director on the Board of the California Delta Conveyance Design and Construction Authority, a member of the Risk Management Committee of Joint Power Insurance Authority of ACWA, President of the Washington Township Historical Society, and member of the Newark Rotary Club.

Mr. Weed has a Bachelor of Science degree in Civil Engineering, and Juris Doctor degree from the University of Santa Clara. He has a Master of Business Administration degree in Finance from Eastern New Mexico University. He conducted doctoral-level graduate studies in Water Resource Administration, and Graduate Research Associate in Agricultural Economics at the University of Arizona.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 20, 2022 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO CALL FOR A NOVEMBER 8, 2022 ELECTION
 STATUS : Action Item
 REPORT DATE : April 13, 2022
 PREPARED BY : Brittney Moore, Senior Management Analyst/Deputy Board Clerk

OBJECTIVE:

Consider adoption of Resolutions 02-2022 (Sacramento County) and 03-2022 (Placer County) calling for a November 8, 2022 election of a Director for a regular 4-year term in Division two and election of a Director for a regular 4-year term in Division three.

BACKGROUND AND ANALYSIS:

Citrus Heights Water District (CHWD or District) staff has prepared resolutions calling for and conducting of an election consolidated with the Counties of Sacramento and Placer.

The nomination period for candidates for the CHWD Board of Directors begins July 18, 2022, and ends August 12, 2022. The nomination period for candidates is extended to August 17, 2022 at 5:00pm if an incumbent for the office files to run again for the office and no other candidate files to run for the office by August 12, 2022.

As in prior elections, in the event of a tie vote for the Board positions, the winner will be determined by lot selected by the Registrar of Voters of the County of Sacramento.

Change to District Elections

CHWD Board Directors adopted Ordinance No. 01-2020 (O01-2020) on May 20, 2020 providing for the election of Members of the Board of Directors by districts, establishing boundaries, assigning a number to each District (i.e., District 1, District 2 and District 3), and establishing the election order of each District, for use in the Board election this November. Prior to the adoption of O01-2020 CHWD elected its Board of Directors through an “of-division” electoral system in which each Board member was required to reside within a division, but was elected by the voters of the entire electorate to provide District-wide representation.

The District’s Division boundaries were last reviewed and adopted in December 2021 to reaffirm equity of the population among the three Divisions. The District received and reviewed data from the 2020 Census, showing relatively little in changes in the divisions. There was only a 4% deviation in population, well below the recognized 10% threshold. The Board of Directors voted unanimously to retain the District’s existing map of election divisions (or districts) for its November 8, 2022 election.

RECOMMENDATION:

Adopt Resolutions 02-2022 (Sacramento County) and 03-2022 (Placer County) calling for a November 8, 2022 election of a Director for a regular 4-year term in Division two and election of a Director for a regular 4-year term in Division three.

ATTACHMENTS:

1. Resolution 02-2022 (Sacramento County) calling for a November 8, 2022 Election
2. Resolution 03-2022 (Placer County) calling for a November 8, 2022 Election

ACTION:

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

ATTACHMENT 1

Resolution 02-2022 (Sacramento County) calling for a
November 8, 2022 Election

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 02-2022

RESOLUTION OF THE BOARD OF DIRECTORS
CALLING FOR A NOVEMBER 8, 2022 ELECTION OF A DIRECTOR FOR A
REGULAR 4-YEAR TERM IN DISTRICT TWO AND ELECTION OF A DIRECTOR
FOR A REGULAR 4-YEAR TERM IN DISTRICT THREE

WHEREAS, an election will be held on November 8, 2022 within the Citrus Heights Water District that will affect Sacramento and Placer Counties for the purpose of electing two members to the District's Board of Directors for a full four-year term; and

WHEREAS, a general election will be held within the County of Sacramento on the same day; and

WHEREAS, Elections Code §10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election; and

WHEREAS, pursuant to Elections Code §10509, the Board of Directors of the Citrus Heights Water District orders an election to be held in its jurisdiction on said date, at which the election issue to be presented to the voters shall be:

ELECTION OF THE DIRECTORS FOR THE CITRUS HEIGHTS WATER DISTRICT

1. Said election shall be to fill a vacancy for the following Board Member whose term expired:

District Two: Full 4-Year Term currently held by Raymond A. Riehle whose term will expire on the first Friday of December 2022.

District Three: Full 4-Year Term currently held by David C. Wheaton whose term will expire on the first Friday of December 2022.

2. Said Directors for these Districts are elected in the following manner:

Qualified by District-Elected by District. Directors must qualify to run by living in a specific District; only voters residing in that division of the District may vote on candidate.

3. The District has determined the following election particulars:

- a. In the case of a tie vote, the election shall be determined by lot by the Registrar of Voters of Sacramento County.

- b. The length of the Candidate Statement shall not exceed 200 words.

- c. The cost of the Candidate Statement shall be prepaid to the Voter Registration and Elections office by the Candidate.
- 4. The District hereby certifies that there have not been changes to the District's Division boundary lines since the District's last election, but the District understands that the Registrar of Voters of Sacramento County will verify our District and District Division boundary lines prior to qualifying Candidates for the election.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT requests that the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General Election with the statewide election to be held on November 8, 2022; and

BE IT FURTHER RESOLVED that the Citrus Heights Water District agrees to reimburse the Registrar of Voters of Sacramento County for actual costs accrued to provide election services; such costs to be calculated by the method set forth in the County's current Election Cost Allocation Procedures; and

NOW THEREFORE BE IT RESOLVED that the Candidates are to pay the Voter Registration and Elections office for the publication of the voluntary Candidate's Statement, pursuant to Elections Code §13307. The limitation on the number of words that a Candidate may use in his or her voluntary Candidate's Statement is 200 words; and

BE IT FURTHER RESOLVED that the Board of Directors of Citrus Heights Water District requests Registrar of Voters of Sacramento County to coordinate the reporting of election results with the Placer County Elections Division.

ADOPTED this 20th day of April, 2022

AYES: Board Members-

NOES: Board Members-

ABSTAIN: Board Members-

ABSENT: Board Members-

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

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 02-2022 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held April 20, 2022.

BRITTNEY MOORE, Deputy Board Clerk
Citrus Heights Water District

ATTACHMENT 2

Resolution 03-2022 (Placer County) calling for a
November 8, 2022 Election

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 03-2022

RESOLUTION OF THE BOARD OF DIRECTORS
DECLARING AN ELECTION BE HELD IN ITS JURISDICTION;
REQUESTING THE PLACER COUNTY BOARD OF SUPERVISORS TO
CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED
ON SAID DATE;
AND REQUESTING ELECTION SERVICES BY THE COUNTY CLERK

WHEREAS, the Board of Directors of the Citrus Heights Water District orders an election to be held in its jurisdiction on November 8, 2022 at which the issue to be presented to the voters shall be:

ELECTION OF DIRECTORS FOR THE CITRUS HEIGHTS WATER DISTRICT

1. Said election shall be to fill a vacancy on the Board of Directors for the following Citrus Heights Water District Divisions:

Division Two: Full 4-Year Term currently held by Raymond A. Riehle whose term will expire on the first Friday of December 2022.

Division Three: Full 4-Year Term currently held by David C. Wheaton whose term will expire on the first Friday of December 2022.

Said Directors for this District are elected in the following manner:

Qualified by Division - Elected by Division. Directors must qualify to run by living in a specific division; only voters residing in that division of the District may vote on candidates.

2. The District has determined the following election particulars:
 - a. In the case of a tie vote, the election shall be determined by lot by the Registrar of Voters of Sacramento County.
 - b. The length of the voluntary Candidate's Statement shall not exceed 200 words.
 - c. The cost of the voluntary Candidate's Statement will be determined by the Registrar of Voters and prepaid to the Placer County Office of Elections by the Candidate.
 - d. The County Clerk is requested to provide election services. The District agrees to reimburse the Placer County Clerk for all applicable costs for election services.

3. The District hereby certifies that there have not been changes to the District's Division boundary lines since the District's last election, but the District understands that the Placer County Public Works Mapping Division will verify our District and District Division boundary lines prior to qualifying Candidates for the election.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Citrus Heights Water District hereby requests the Board of Supervisors of Placer County to:

1. Consolidate the regularly scheduled General District Election with any other applicable election conducted on the same day;
2. Combine the Notice of District Election and Publication of Election Notice with those of other special districts scheduled for election on said date.
3. Authorize and direct the County Clerk, at the District's expense, to provide all necessary election services.
4. Coordinate the reporting of election results with the Registrar of Voters of Sacramento County.

ADOPTED this 20th day of April, 2022

AYES: Board Members-

NOES: Board Members-

ABSTAIN: Board Members-

ABSENT: Board Members-

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

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 03-2022 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held April 20, 2022.

BRITTNEY MOORE, Deputy Board Clerk
Citrus Heights Water District