

**BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
AUGUST 21, 2019 beginning at 6:00 PM**



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

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

CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

CLOSED SESSION:

CL-1. Pursuant to Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d)
of Section 54956.9: 1 case

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

September 18, 2019	6:30 PM	Regular Meeting
October 16, 2019	6:30 PM	Regular Meeting
November 20, 2019	6:30 PM	Regular Meeting
December 2, 2019	6:30 PM	Special Meeting
December 18, 2019	6:30 PM	Regular Meeting

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Special Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 24 hours prior to the special meeting in accordance with Government Code Section 54956.

Madeline Henry, Acting Chief Board Clerk

Dated: August 15, 2019

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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:

BUSINESS:

- B-1. Consider Adopting Resolution 12-2019 in Support of the Nomination of Pamela Tobin as a Candidate for the Position of ACWA Vice President (A)

Recommendation: Consider Adopting Resolution 12-2019 in Support of the Nomination of Pamela Tobin as a Candidate for the Position of ACWA Vice President

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Madeline Henry, Acting Chief Board Clerk

Dated: August 20, 2019

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 SPECIAL MEETING

SUBJECT : CONSIDER ADOPTING RESOLUTION 12-2019 IN SUPPORT OF THE
NOMINATION OF PAMELA TOBIN AS A CANDIDATE FOR THE POSITION
OF ACWA VICE PRESIDENT

STATUS : Discussion and Action Item

REPORT DATE : August 20, 2019

PREPARED BY : Madeline A. Henry, Management Services Specialist

OBJECTIVE:

Consider adopting Resolution 12-2019 in Support of the Nomination of Pamela Tobin as a Candidate for the Position of ACWA Vice President.

BACKGROUND AND ANALYSIS:

On Monday, August 19, 2019 District staff received a letter from San Juan Water District (SJWD) stating that on June 26, 2019 the SJWD Board approved a Resolution to nominate SJWD Director Pamela Tobin to be elected Vice President of the Association of California Water Agencies (ACWA).

The letter requests that the CHWD Board of Directors consider endorsing her nomination prior to September 12, 2019. Because the agenda for the August 21, 2019 Regular Meeting Agenda was posted on August 15, 2019 and there will not be another Regular Meeting prior to September 12, this has been agenzized as a Special Meeting.

RECOMMENDATION:

Consider Adopting Resolution 12-2019 in Support of the Nomination of Pamela Tobin as a Candidate for the Position of ACWA Vice President

ATTACHMENTS:

Resolution 12-2019 in Support of the Nomination of Pamela Tobin as a Candidate for the Position of ACWA Vice President

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

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 12-2019

A RESOLUTION IN SUPPORT OF THE NOMINATION OF
PAMELA TOBIN AS A CANDIDATE FOR THE POSITION OF
ACWA VICE PRESIDENT

WHEREAS, ACWA has announced that a Nominating Committee has been formed to develop a slate for the Association's statewide positions of President and Vice President; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

WHEREAS, Pamela Tobin has served in a leadership role as a member of the San Juan Water District Board of Directors since December 2004; and

WHEREAS, Pamela Tobin has served in a leadership role as a member of the ACWA Board of Directors since 2018; has served on the ACAWA Region 4 Board since 2016 and is currently Region 4 Chair; has served on the ACWA Federal Affairs Committee and the ACWA Local Government Committee since 2014; and has served on the ACWA Board of Directors' Steering Committee for Long-Term Strategic Planning in 2019.

WHEREAS, Pamela Tobin has served on the Board of the Sacramento Regional Water Authority (RWA) since 2004, has previously served as RWA Board Chair, has served on the RWA Executive Committee for a number of years and received the RWA "Distinguished Service" Award for 2018.

WHEREAS, Pamela Tobin has served on the Board of the Sacramento Groundwater Authority (SGA) since 2004, has previously served as SGA Chair and is the current SGA Chair for 2019.

WHEREAS, it is the opinion of the Citrus Heights Water District Board of Directors that Pamela Tobin possesses all of the qualities needed to fulfill the duties of the office of ACWA Vice President.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT SUPPORT PAMELA TOBIN FOR NOMINATION AS A CANDIDATE FOR THE OFFICE OF ACWA VICE PRESIDENT.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT, this 21st day of August, 2019, by the following vote, to-wit:

AYES: Directors:
NOES: Directors:
ABSTAIN: Directors:
ABSENT: Directors:

CARYL SHEEHAN, President
Citrus Heights Water District

Board of Directors
Citrus Heights Water District

ATTEST:

MADELINE HENRY, Acting Chief Board Clerk
Citrus Heights Water District

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
AUGUST 21, 2019 beginning at 6:30 pm**



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

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CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIENCE:

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (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 Regular Meeting – July 17, 2019 (A)

CC-1b. Minutes of the Special Meeting – July 23, 2019 (A)

Recommendation: Approve the minutes of July 17, 2019 Regular Board of Directors Meeting and minutes of the July 23, 2019 Special Board of Directors Meeting.

CC-2. Revenue Analysis Report for July 2019 (I)

CC-3. Assessor/Collector's Roll Adjustment for July 2019 (I)

CC-4. Treasurer's Report for July 2019 (I)

CC-5. Treasurer's Report of Fund Balances for July 2019 (I)

CC-6. Operating Budget Analysis for July 2019 (I)

CC-7. Capital Projects Summary July 2019 (I)

CC-8. Warrants for July 2019 (A)

Recommendation: Approve disbursements issued for payment dated July 1, 2019 through August 13, 2019 per Policy 6460.20.

CC-9. CAL–Card Distributions for July 2019 (I)

CC-10. Summary of 2019 Employees and Directors Training Courses, Seminars and Conference (I)

CC-11. Employee Recognitions (I)

CC-12. Long-Range Agenda (I)

CC-13. Engineering Department Report (I)

CC-14. Operations Department Report (I)

CC-15. 2019 Water Supply – Purchased and Produced (I)

CC-16. Water Supply Reliability (I)

CC-17. Water Efficiency and Safety Program Update (I)

CC-18. Award of Contract for Old Auburn Road, Patton Avenue and Watson Way Water Main Replacement Project (A)

Recommendations:

Accept the bid of Lund Construction Company in the amount of \$437,696.80 and establish a contingency fund in the amount of \$43,769.00 (10%), for a total amount of \$481,465.80. Authorize the General Manager to execute an agreement with Lund Construction Company.

PRESENTATIONS:

None.

STUDY SESSION:

S-1. Review of Updates to the Long-Range Financial Plan for the District (I)

BUSINESS:

B-1. Discussion and Possible Action to Approve Human Resources Policy Updates (A)

Recommendations:

1. Approve updates to the District's Human Resources Policies
2. Adopt Resolution 10-2019 Relating to Employer-Employee Organization Relations
3. Adopt Resolution 11-2019 Adding Matching Contributions to the Eligible Governmental Employer 457(B) Deferred Compensation Plan

B-2. Proposed Amendments to Policy 4101.A1: Salary Schedule –Classification and Salary Range Changes (A)

Recommendation:

Approve amendments to Policy 4101.A1 effective August 21, 2019

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

None.

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

None.

MANAGEMENT SERVICES REPORTS (I):

MS-1. Meter Replacement Study Update

CORRESPONDENCE:

None.

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

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

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

September 18, 2019	6:30 PM	Regular Meeting
October 16, 2019	6:30 PM	Regular Meeting
November 20, 2019	6:30 PM	Regular Meeting
November 25, 2019	6:30 PM	Special Meeting
December 18, 2019	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.



Dated: August 15, 2019

Madeline Henry, Acting Sr. Management Services
Specialist/Chief Board Clerk

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
July 17, 2019

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

Caryl F. Sheehan, President
Raymond A. Riehle, Vice President

Absent:

David C. Wheaton, Director

Staff:

Hilary Straus, General Manager
Susan Talwar, Administrative Services Manager
David Gordon, Operations Manager
Missy Pieri, Engineering Manager
Madeline Henry, Management Services Specialist/Deputy Board Clerk
Rex Meurer, Water Efficiency Supervisor
Tamar Dawson, Assistant Engineer
Paul Dietrich, Project Manager
Steve Anderson, General Counsel
Josh Nelson, Assistant General Counsel

PLEDGE OF ALLEGIANCE:

Board President Caryl Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

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

- CC-1a. Minutes of the Special Meeting – June 6, 2019 (A)
- CC-1b. Minutes of the Special Meeting – June 19, 2019 (A)
- CC-1c. Minutes of the Regular Meeting – June 19, 2019 (A)
- CC-2. Revenue Analysis Report for June 2019 (I)
- CC-3. Assessor/Collector's Roll Adjustment for June 2019 (I)
- CC-4. Treasurer's Report for June 2019 (I)
- CC-5. Treasurer's Report of Fund Balances for June 2019 (I)
- CC-6. Operating Budget Analysis for June 2019 (I)
- CC-7. Capital Projects Summary June 2019 (I)
- CC-8. Warrants for June 2019 (A)

- CC-9. CAL–Card Distributions for June 2019 (I)
- CC-10. Summary of 2019 Employees and Directors Training Courses, Seminars and Conference (I)
- CC-11. Employee Recognitions (I)
- CC-12. Long-Range Agenda (I)
- CC-13. Engineering Department Report (I)
- CC-14. Operations Department Report (I)
- CC-15. 2019 Water Supply – Purchased and Produced (I)
- CC-16. Water Supply Reliability (I)
- CC-17. Water Efficiency and Safety Program Update (I)
- CC-18. Discussion and Possible Action to approve the 2020 Strategic Plan (A)
- CC-19. Discussion and Possible Action to approve a revised Minutes Template (A)

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

The motion carried 2-0 with all Directors voting yes.

PRESENTATIONS:

None.

STUDY SESSIONS:

- S-1. Water District Partnerships/Integration Update (I)

The Board provided consensus direction to continue to participate in the Water District Partnerships/Integration Process.

- S-2. Easement Acquisition Process (I)

The Board provided consensus direction for staff to bring policy updates to the Easement Acquisition Process to a future Board Meeting.

BUSINESS:

- B-1. Discussion and Possible Action to approve an agreement with Williams & Paddon Architects & Planners, Inc. for Pre-Architectural Planning Study for Corporation Yard Master Plan/Build-out Project (A)

ACTION: President Sheehan moved and Director Riehle seconded a motion to authorize the General Manager to execute an agreement with Williams & Paddon Architects & Planners, Inc.

The motion carried 2-0 with all Directors voting yes.

B-2. Discussion and Possible Action to approve an agreement with KASL Consulting Engineers, Inc. for District-wide Annexation Project (A)

ACTION: Director Riehle moved and President Sheehan seconded a motion to authorize the General Manager to execute an agreement with KASL Consulting Engineers, Inc.

The motion carried 2-0 with all Directors voting yes.

B-3. Discussion and Possible Action to approve a task-order agreement with ProProse LLC dba Sagent for Communications and Outreach Services (A)

ACTION: Director Riehle moved and President Sheehan seconded a motion to authorize the General Manager to execute an agreement with ProProse LLC dba Sagent.

The motion carried 2-0 with all Directors voting yes.

B-4. Discussion and Possible Action to Adopt Resolution 09-2019 Approving and Confirming the Report of Delinquent Utilities Charges and Requesting Sacramento County to Collect Such Charges on the Tax Roll (A)

ACTION: Director Riehle moved and President Sheehan seconded a motion to adopt Resolution 09-2019 approving and confirming the report of delinquent utilities charges and requesting the County of Sacramento to collect such charges on the tax roll.

The motion carried 2-0 with all Directors voting yes.

MANAGEMENT SERVICES REPORTS (I):

None.

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

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

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 9:23 pm.

APPROVED:

MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
July 23, 2019

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 Wheaton, Director

Absent:

None.

Staff:

Hilary Straus, General Manager
Susan Talwar, Administrative Services Manager
David Gordon, Operations Manager
Madeline Henry, Acting Senior Management Services Specialist/Chief Board Clerk
Brittney Moore, Acting Management Services Specialist/Deputy Board Clerk
Stacey Sheston, Special Counsel
Josh Nelson, Assistant General Counsel

PLEDGE OF ALLEGIANCE:

Board President Caryl Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALEDNAR:

None.

PRESENTATIONS:

None.

STUDY SESSIONS:

S-1. Review of Proposed Human Resources Policy Updates (I/D)

The Board provided consensus to bring back the proposed human resources policy updates as a business item at the August 21, 2019 Regular Board Meeting.

S-2. Review of 2019 Compensation Study and Proposed Salary Range Changes for 2020 (I/D)

The Board provided consensus to bring back the proposed salary range and classification changes as a business item at the August 21, 2019 Regular Board Meeting.

BUSINESS:

None.

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

None.

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

None.

MANAGEMENT SERVICES REPORTS (I):

None.

CORRESPONDENCE:

None.

CLOSED SESSION:

None.

ADJOURNMENT:

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

APPROVED:

MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

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

JULY 2019

2019 REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,129,707	1,141,763	37,585	7,401	37,426	94,469

General Ledger Balance	Total
Outstanding A/R	1,103,225.93
Outstanding Liens	-
Outstanding Grants	1,453
Unclaimed Funds	(14,669)
Less Unapplied Payments	(101,597)
Total	\$ 988,412

**CITRUS HEIGHTS WATER DISTRICT
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
July 31, 2019**

CC-03

Assessor/Collector Roll Adjustment July-19		
	Dollar	Count
DEFAULT		
One-Time Courtesy	\$ 83.90	15
DEFAULT Total	\$ 83.90	15
Grand Total	\$ 83.90	15

Reason For Cancellation	Charge Type	Amount
One-Time Courtesy	DEFAULT	4.51
One-Time Courtesy	DEFAULT	5.78
One-Time Courtesy	DEFAULT	4.07
One-Time Courtesy	DEFAULT	4.82
One-Time Courtesy	DEFAULT	5.56
One-Time Courtesy	DEFAULT	4.23
One-Time Courtesy	DEFAULT	5.19
One-Time Courtesy	DEFAULT	4.60
One-Time Courtesy	DEFAULT	8.07
One-Time Courtesy	DEFAULT	5.57
One-Time Courtesy	DEFAULT	5.35
One-Time Courtesy	DEFAULT	5.35
One-Time Courtesy	DEFAULT	9.82
One-Time Courtesy	DEFAULT	4.46
One-Time Courtesy	DEFAULT	6.52
		<u>\$ 83.90</u>

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS
JULY 2019**

Bank of the West				
Beginning Balance				\$6,909,799
RECEIPTS:		1,438,866		
DISBURSEMENTS:				
Checks Issued / ACH Payments	503,927			
Payroll	742,828			
Returned Checks	3,729			
		<u>1,250,483</u>		<u>188,383</u>
Bank of the West				
Balance per Bank 07/31/2019				7,098,182
Outstanding Checks				(30,402)
Deposit in Transit				<u>45,828</u>
Balance Per Books 07/31/2019				\$7,113,608
RECONCILEMENT:				
Bank of the West				\$7,113,608
Local Agency Investment Fund				6,343,453
COP Reserve Account				547,652
Money Mkt Activity Account				<u>540,414</u>
TOTAL BALANCE				<u><u>\$14,545,127</u></u>
CASH & INVESTMENT SUMMARY:				
Bank of the West (General Account)				\$7,113,608
Local Agency Investment Fund				6,343,453
COP 2010 Reserve Account				547,652
Money Mkt Activity Account				<u>540,414</u>
Total				<u><u>\$14,545,127</u></u>

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	2.57%	40,277.83	7/15/2019

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


SUSAN K. TALWAR
Treasurer


MADELINE A. HENRY
Deputy Secretary

Signed: 8/15/2019

TREASURER'S REPORT OF FUND BALANCES

July 31, 2019

Fund Name	Beginning Balance 01/01/2019	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 07/31/2019	2019 Target Balance per Policy
Operating Fund	\$ 2,395,731	\$ 6,635,228	\$ (6,013,308)	\$ 1,438,866	\$ (1,250,483)	\$ 3,206,034	\$ 2,334,017
Operating Reserve	\$ 3,493,065	\$ -	\$ -	\$ -	\$ -	\$ 3,493,065	N/A
Rate Stabilization Fund	\$ 934,000	\$ -	\$ -	\$ -	\$ -	\$ 934,000	\$ 1,000,000
Capital Improvement Reserve	\$ 3,822,445	\$ -	\$ -	\$ -	\$ -	\$ 3,822,445	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$ -	\$ -	\$ -	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,063,173	\$ -	\$ -	\$ -	\$ -	\$ 1,063,173	N/A
Water Efficiency Reserve	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ 225,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,325,000	\$ -	\$ -	\$ -	\$ -	\$ 1,325,000	N/A
Fleet Equipment Reserve	\$ 350,069	\$ -	\$ -	\$ -	\$ -	\$ 350,069	\$ 318,559
Employment-Related Benefits Reserve	\$ 223,228	\$ -	\$ -	\$ -	\$ -	\$ 223,228	\$ 1,079,527
	<u>\$ 14,368,674</u>	<u>6,635,228</u>	<u>\$ (6,013,308)</u>	<u>\$ 1,438,866</u>	<u>\$ (1,250,483)</u>	<u>\$ 15,178,977</u>	<u>\$ 7,613,351</u>



SUSAN K. TALWAR, Treasurer

TREASURER'S REPORT OF FUND BALANCES
July 31, 2019

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,438,866	from funds collected in June 2019 per Treasurer's Report
	<u>\$ (1,250,483)</u>	disbursements made in June 2019 per Treasurer's Report
	\$ 188,383	

Citrus Heights Water District
Budget Performance Report
As of 7/31/2019

CC-06

	July Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance Amount	Percent	Annual Budget
Revenues						
Metered Service Charges	\$873,417.64	\$5,554,849.74	\$5,251,456.00	\$303,393.74	5.78%	\$9,002,494.00
Metered Water Deliveries	593,236.22	2,190,346.31	2,683,933.00	(493,586.69)	-18.39%	5,824,506.00
Non-Metered Service Charges	5,172.69	58,251.74	81,669.00	(23,417.26)	-28.67%	140,000.00
Penalties	5,425.74	36,238.56	69,120.00	(32,881.44)	-47.57%	150,000.00
Interest	43,888.14	104,818.11	58,331.00	46,487.11	79.70%	100,000.00
Backflow Fees	3,463.71	30,528.65	67,669.00	(37,140.35)	-54.89%	116,000.00
Water Service Install & S&R		21,367.28	15,925.00	5,442.28	34.17%	27,300.00
Grant Funds	205.86	2,418.36		2,418.36	0.00%	
Miscellaneous *	16,627.03	100,108.72	85,750.00	14,358.72	16.74%	147,000.00
Cost Reimbursements		6,253.26		6,253.26	0.00%	
Income - Wheeling Water		6,759.46	1,575.00	5,184.46	329.17%	2,700.00
Income - Groundwater Transfers	4,165.56	4,165.56		4,165.56	0.00%	
Income - Connection Fees		37,268.00		37,268.00	0.00%	
Total Revenue	1,545,602.59	8,153,373.75	8,315,428.00	(162,054.25)	-1.95%	15,510,000.00
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water	726,951.90	2,013,523.36	2,012,294.13	1,229.23	0.06%	3,449,647.00
Ground Water	47,193.18	364,423.90	482,475.77	(118,051.87)	-24.47%	827,101.38
	774,145.08	2,377,947.26	2,494,769.90	(116,822.64)	-4.68%	4,276,748.38
Labor & Benefits						
Labor Regular	257,037.67	1,782,523.58	1,857,625.49	(75,101.91)	-4.04%	3,184,500.80
Labor Taxes	20,566.66	135,536.68	145,125.05	(9,588.37)	-6.61%	248,785.84
Labor Workers Comp	22,183.05	41,931.69	47,191.69	(5,260.00)	-11.15%	80,900.00
Labor External	16,250.72	73,263.44	63,431.62	9,831.82	15.50%	108,740.00
Benefits Med/Den/Vis	41,322.23	306,335.61	300,067.67	6,267.94	2.09%	514,401.70
Benefits LTD/Life/EAP	2,792.15	25,730.73	30,866.57	(5,135.84)	-16.64%	52,914.05
Benefits CalPers	20,969.88	121,624.43	173,437.39	(51,812.96)	-29.87%	297,321.29
Benefits Other	952.64	16,198.30	17,704.19	(1,505.89)	-8.51%	30,350.00
Benefits OPEB		82,400.00		82,400.00	0.00%	
Benefit Retiree Expenses	3,739.73	27,302.42	30,656.50	(3,354.08)	-10.94%	52,554.00
Benefit Unemployment	92.56	3,596.40	5,390.00	(1,793.60)	-33.28%	9,240.00
Benefit GASB 68	180,545.50	382,624.50	226,948.75	155,675.75	68.60%	389,055.00
Capitalized Labor & Benefit Contra	(60,133.08)	(287,221.30)	(320,833.31)	33,612.01	-10.48%	(550,000.00)
	506,319.71	2,711,846.48	2,577,611.61	134,234.87	5.21%	4,418,762.68
General & Administrative						
Fees & Charges	8,859.21	58,672.38	111,472.06	(52,799.68)	-47.37%	191,095.00
Regulatory Compliance/Permits	701.65	60,863.75	49,621.25	11,242.50	22.66%	85,065.00
District Events & Recognition	3,408.60	15,889.44	37,823.31	(21,933.87)	-57.99%	64,840.00
Maintenance/Licensing	3,406.80	121,754.68	85,814.19	35,940.49	41.88%	147,110.00

Citrus Heights Water District
Budget Performance Report
As of 7/31/2019

CC-06

	July Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance		Annual Budget
				Amount	Percent	
Equipment Maintenance	4,361.07	39,042.46	60,156.25	(21,113.79)	-35.10%	103,125.00
Professional Development	11,414.12	43,468.74	66,977.68	(23,508.94)	-35.10%	114,819.00
Department Admin		1,057.16	13,533.38	(12,476.22)	-92.19%	23,200.00
Dues & Subscriptions	62,945.99	152,185.87	93,299.50	58,886.37	63.12%	159,942.00
Facility Improvements		338.23		338.23	0.00%	
Fuel & Oil	5,381.31	20,605.66	32,725.00	(12,119.34)	-37.03%	56,100.00
General Supplies	2,225.21	31,479.43	27,533.31	3,946.12	14.33%	47,200.00
Insurance - Auto/Prop/Liab	4,545.86	62,365.35	52,062.50	10,302.85	19.79%	89,250.00
Leasing/Equipment Rental	11,471.76	25,937.51	15,785.00	10,152.51	64.32%	27,060.00
Parts & Materials	23,769.13	270,502.31	32,083.31	238,419.00	743.12%	55,000.00
Postage/Shipping/Freight	10,475.05	74,256.33	98,641.69	(24,385.36)	-24.72%	169,100.00
Rebates & Incentives	975.00	5,025.00	17,313.31	(12,288.31)	-70.98%	29,680.00
Telecom/Network	3,894.52	18,838.63	26,541.69	(7,703.06)	-29.02%	45,500.00
Tools & Equipment	3,422.19	24,962.97	64,195.81	(39,232.84)	-61.11%	110,050.00
Utilities	480.25	3,965.01		3,965.01	0.00%	
Write-Off Bad Debt Exp		69.28	2,916.69	(2,847.41)	-97.62%	5,000.00
Capitalized G&A Contra	(27,196.08)	(189,482.63)		(189,482.63)	0.00%	
Capitalized Equipment Contra	(36,722.07)	(245,528.09)		(245,528.09)	0.00%	
	97,819.57	596,269.47	888,495.93	(292,226.46)	-32.89%	1,523,136.00
Professional & Contract Services						
Support Services	76,088.54	439,522.44	993,228.25	(553,705.81)	-55.75%	1,702,677.00
Legal Services	15,290.54	74,913.80	175,000.00	(100,086.20)	-57.19%	300,000.00
Printing Services		6,585.11	21,554.19	(14,969.08)	-69.45%	36,950.00
	91,379.08	521,021.35	1,189,782.44	(668,761.09)	-56.21%	2,039,627.00
Reserves & Debt Services						
Interest Expense	41,769.66	59,647.78	71,531.26	(11,883.48)	-16.61%	122,625.01
Net Increase(Decrease) in Value of Investments		(5,907.73)		(5,907.73)	0.00%	
	41,769.66	53,740.05	71,531.26	(17,791.21)	-24.87%	122,625.01
Total Operating Expenses	1,511,433.10	6,260,824.61	7,222,191.14	(961,366.53)	-13.31%	12,380,899.07
Net Income / (Expense)	34,169.49	1,892,549.14	1,093,236.86	799,312.28	73.11%	3,129,100.93

Citrus Heights Water District
Capital Projects Summary
Fiscal Period End as of 7/2019

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2018	Month to Date	Year to Date	Project to Date	
C15-102	Corporation Yard Improvements	\$330,097	\$111,419	\$18,686	\$66,497	\$177,915	\$40,763
C16-131	Wind Way and Longwood Way	\$327,158	\$23,128	\$108,231	\$163,528	\$186,656	\$117,374
C16-134	Auburn Blvd-Rusch Park Placer	\$10,000	\$609	\$0	\$0	\$609	\$8,781
C19-108	6230 Sylvan East Wall	\$250,000	\$0	\$0	\$2,432	\$2,432	\$247,568
Construction in Progress		\$917,255	\$135,156	\$126,916	\$232,457	\$367,613	\$414,486
C18-013	Water Meter Replacements	\$46,497	\$10,847	\$0	\$60,401	\$71,249	(\$35,599)
C19-010	Water Main Replacements	\$66,843	\$0	\$0	\$0	\$0	\$66,843
C19-011	Water Valve Replacements	\$148,540	\$0	\$2,584	\$20,681	\$20,681	\$127,859
C19-012	Water Service Connections	\$957,700	\$0	\$22,774	\$397,548	\$397,548	\$560,152
C19-013	Water Meter Replacements	\$129,086	\$0	\$3,325	\$31,691	\$31,691	\$97,396
C19-014	Fire Hydrants	\$159,150	\$0	\$0	\$61,008	\$61,008	\$98,142
Annual Infrastructure		\$1,507,816	\$10,847	\$28,684	\$571,329	\$582,176	\$914,792
C15-104B	Document Management System	\$250,000	\$5,361	\$0	\$0	\$5,361	\$239,278
C18-003	Fleet/Field Operations Equip	\$71,325	\$0	\$0	\$81,086	\$81,086	(\$9,760)
C18-004	Technology Hardware/Software	\$0	(\$5,685)	\$0	\$13,123	\$7,438	(\$1,753)
C19-003	Fleet/Field Operations Equip	\$295,000	\$0	\$0	\$5,765	\$5,765	\$289,235
C19-004	Technology Hardware/Software	\$10,000	\$0	\$1,942	\$5,399	\$5,399	\$4,601
Fleet and Equipment		\$626,325	(\$324)	\$1,942	\$105,372	\$105,047	\$521,602
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,288	\$0	\$0	\$91	\$91	\$24,197
C17-101	Pleasant View Dr-Oak to Poppy	\$180,890	\$12,966	\$13,723	\$36,276	\$49,242	\$118,682
C17-102	Michigan Dr - Sunrise to West	\$249,258	\$12,963	\$221	\$3,594	\$16,558	\$219,737
C18-102	Thunderhead Cir 8in Main Rplc	\$157,407	\$5,616	\$0	\$61	\$5,677	\$146,114
C18-103	Cologne Way 6in Main Replace	\$220,471	\$267	\$4,434	\$32,487	\$32,753	\$187,451
C18-104	Quiet Oak Ln 8in Main Oak S	\$127,654	\$222	\$79,376	\$94,515	\$94,737	\$32,695
C18-105	Old Auburn Rd Dafodil Wooddale	\$150,465	\$311	\$457	\$12,236	\$12,547	\$137,607

Citrus Heights Water District
Capital Projects Summary
Fiscal Period End as of 7/2019

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2018	Month to Date	Year to Date	Project to Date	
C19-101	Robie Way 8" Main Replacement	\$26,846	\$0	\$0	\$0	\$0	\$26,846
C19-102	Patton 8" Main Repl Watson/Nth	\$67,679	\$0	\$1,957	\$5,113	\$5,113	\$62,566
C19-103	Watson 8" Main Repl Sherlock	\$406,401	\$0	\$5,380	\$25,512	\$25,512	\$380,889
C19-104	Admiral MainRepl 8"	\$30,310	\$0	\$0	\$0	\$0	\$30,310
C19-105	Whyte MainRepl 8" Langley	\$83,235	\$0	\$0	\$0	\$0	\$83,235
C19-106	Wells Ave Main 8"	\$22,460	\$0	\$0	\$386	\$386	\$22,074
C19-107	Rowan MainRep 8/6" Grady	\$28,419	\$0	\$0	\$11	\$11	\$28,408
Water Mains		\$1,803,560	\$32,345	\$105,547	\$210,282	\$242,627	\$1,528,588
C17-103	Operations Building Remodel	\$50,000	\$19,322	\$0	\$1,858	\$21,180	\$9,497
C19-005	Facilities Improvements	\$130,000	\$0	\$16,882	\$65,776	\$65,776	\$64,224
C19-005A	Admin Boardroom Audio System	\$10,000	\$0	\$0	\$9,584	\$9,584	\$416
C19-040	Other City Partnerships	\$100,000	\$0	\$0	\$1,614	\$1,614	\$98,386
C19-040A	Highland Rinconada Drainage	\$0	\$0	\$0	\$45,196	\$45,196	(\$45,196)
C19-040B	Mariposa SR2S Phase III	\$0	\$0	\$61	\$1,029	\$1,029	(\$1,029)
C19-040C	Mariposa Ave SR2S Phase IV	\$0	\$0	\$0	\$508	\$508	(\$508)
C19-041	Other Misc Infrastructure	\$50,000	\$0	\$0	\$70,512	\$70,512	(\$20,512)
Miscellaneous Projects		\$340,000	\$19,322	\$16,942	\$196,078	\$215,400	\$105,278
C17-104	Groundwater Well Property Acq	\$640,000	\$189,875	\$148,094	\$154,674	\$344,550	\$105,575
C17-104A	Well #7 Patton	\$250,000	\$18,261	\$0	\$7,057	\$25,318	\$206,421
C17-104B	Well #8 Highland	\$0	\$0	\$1,775	\$8,909	\$8,909	(\$8,909)
C18-020	Groundwater Well Improvements	\$59,289	\$8,499	\$0	\$11,726	\$20,225	\$30,566
C19-020	Groundwater Well Improvements	\$175,000	\$0	\$24,682	\$24,682	\$24,682	\$150,318
Wells		\$1,124,289	\$216,635	\$174,551	\$207,048	\$423,684	\$483,970
Grand Totals:		\$6,319,245	\$413,982	\$454,582	\$1,522,566	\$1,936,547	\$3,968,716

JULY 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67804	Mary L Carpenter	Customer Refund	\$457.00
67805	Tilla Siordia	Customer Refund	\$269.05
67806	Anderson Family 2014 Trust	Customer Refund	\$96.67
67807	Michael L Simpson	Customer Refund	\$250.28
67808	Nader/Fariba Shirakh	Customer Refund	\$2,105.99
67809	Karl Valencia	Customer Refund	\$113.06
67810	Geoffrey S/McCaulie Feusahrens	Customer Refund	\$34.83
67811	Julia C/Logan P Anderson	Customer Refund	\$105.62
67812	Padma Tangella	Customer Refund	\$258.95
67813	Elie J Chawi	Customer Refund	\$210.57
67814	Jack Clay Jr	Customer Refund	\$85.65
67815	Amir R Alavi	Customer Refund	\$44.97
67816	Diane L Champe Trust	Customer Refund	\$209.79
67817	Donald W Gentry	Customer Refund	\$150.02
67818	Ankin/Ara Kabaklian	Customer Refund	\$128.96
67819	Kimberly McCloskey	Customer Refund	\$213.29
67820	Ramon Pereyra	Customer Refund	\$176.35
67821	ABA DABA Rentals & Sales	Supplies-Field	\$106.97
67822	AFLAC	Employee Paid Insurance	\$548.34
67823	Awards By Kay Inc	Office Expense	\$21.75
67824	Best Best & Krieger	Legal & Audit	\$1,391.50
67825	BSK Associates	Water Analysis	\$3,147.00
67826	California Landscape Associates Inc	Janitorial	\$200.00
67827	Caltronics Business System	Small Office Equipment	\$416.99
67828	CDW Government Inc	Maintenance/Licensing	\$2,019.60
67829	College Oak Towing	Repair-Trucks	\$125.00
67830	Core & Main LP	Material	\$2,082.75
67831	Cybex	Equipment Rental-Office	\$166.07
67832	First Apostolic Church of Citrus Heights	Fixed Assets	\$887.50
67833	Government Finance Officers Association	Dues & Subscriptions	\$327.63
67834	Ferguson Enterprises Inc #1423	Material	\$3,640.33
67835	Hopkins Technical Products Inc	Contract Services-Wells	\$1,166.62
67836	Iconix Waterworks	Material	\$3,608.56
67837	Indoor Environmental Services	Maintenance Agreement-Equipment	\$301.09
67838	Integrity Administrators Inc	Health Insurance	\$307.58
67839	J4 Systems	Contract Services-Other	\$3,501.87
67840	Kei Window Cleaning #12	Janitorial	\$96.00
67841	San Gabriel Temp Staffing LLC dba LaborMax	Contract Services-Temporary Labor	\$2,034.89
67842	Moonlight BPO	Contract Services-Bill Print/Mail	\$5,181.43
67843	One Print Source & Graphics	Printing	\$310.43
67844	Red Wing Shoe Store	Small Tools	\$275.00
67845	Reed & Graham Inc	Supplies-Field	\$70.36
67846	Republic Services #922	Utilities	\$800.68
67847	Sierra Safety	Small Tools	\$101.89
67848	Sonitrol	Equipment Rental-Office	\$181.91
67849	Superior Equipment Repair	Repair-Trucks	\$1,740.42
67850	A. Teichert & Son, Inc.	Road Base	\$3,260.42
67851	Titan Workforce LLC	Contract Services-Temporary Labor	\$896.00
67852	Union Bank Trust Department-Fees	Small Office Equipment	\$270.15
67853	FP Mailing Solutions	Equipment Rental-Office	\$164.86
67854	B&M Builders	Contract Services-Engineering	\$17,574.38
67855	CirclePoint	Contract Services-Conservation	\$15,044.50

JULY 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67856	Regional Water Authority	Dues & Subscriptions	\$20,000.00
67857	SMUD	Utilities	\$9,028.82
67858	Warren Consulting Engineers Inc	Contract Services-Engineering	\$17,550.00
67859	Regional Water Authority	Dues & Subscriptions	\$41,508.00
67860	Steven/Joann True	Customer Refund	\$30.46
67861	California Investor	Customer Refund	\$65.26
67862	Alfredo Jasso	Customer Refund	\$130.47
67863	Phillip A Mazzi	Customer Refund	\$215.53
67864	Blake C Thompson	Customer Refund	\$193.93
67865	Rajpreet Dhesi	Customer Refund	\$153.79
67866	Sanida Zukic	Customer Refund	\$82.43
67867	Fereydoon Nakhaie	Customer Refund	\$31.70
67868	AIA Services, LLC/NDS	Water Conservation-Material/Supplies	\$3,989.93
67869	Alexander's Contract Services	Contract Services-Meter Reads	\$4,480.97
67870	Bart/Riebes Auto Parts	Repair-Trucks	\$261.53
67871	BSK Associates	Water Analysis	\$396.00
67872	Robin Cope	Health Insurance	\$424.73
67873	Future Ford	Repair-Trucks	\$155.50
67874	Ferguson Enterprises Inc #1423	Material	\$4,226.95
67875	J4 Systems	Contract Services-Other	\$2,480.00
67876	Key West Holdings DBA Monster Contractor	Contract Services-Other	\$1,168.20
67877	Liebert Cassidy Whitmore	Legal & Audit	\$2,520.00
67878	Littlepage Landscaping	Contract Services-Miscellaneous	\$1,333.33
67879	Matthew Maxwell	Contract Services-Miscellaneous	\$1,500.00
67880	McCampbell Analytical, Inc	Wells Maintenance	\$1,117.80
67881	Moonlight BPO	Contract Services-Bill Print	\$6,816.93
67882	NRG Fire Consulting	Customer Refund	\$372.00
67883	One Print Source & Graphics	Printing	\$92.67
67884	Alberto Preciado	Continued Education	\$361.21
67885	Raftelis	Contract Services-Miscellaneous	\$6,852.50
67886	RW Trucking	Contract Services-Miscellaneous	\$3,589.56
67887	Spark Creative Design	Contract Services-Miscellaneous	\$1,153.95
67888	A. Teichert & Son, Inc.	Road Base	\$3,274.92
67889	Walker's Office Supplies	Office Expense	\$51.35
67890	Steven/Marguerite Kroff	Customer Refund	\$75.39
67891	Carleton Family Trust	Customer Refund	\$81.61
67892	James F Ahlgren Trust	Customer Refund	\$41.05
67893	Donald R/Anita A Doyle	Customer Refund	\$8.82
67894	John/Cindi Rasmussen	Customer Refund	\$109.99
67895	Kothari S Trust	Customer Refund	\$31.27
67896	Jeanette M Felts	Customer Refund	\$96.61
67897	Michael LaBrie	Customer Refund	\$111.22
67898	ABA DABA Rentals & Sales	Supplies-Field	\$163.14
67899	Afman Supply	Small Tools	\$186.84
67900	AnswerNet	Telephone-Answering Service	\$287.35
67901	AREA Restroom Solutions	Equipment Rental-Field	\$119.81
67902	Bartel Associates LLC	Contract Services-Financial	\$3,700.00
67903	BSK Associates	Water Analysis	\$684.00
67904	California Choice Benefit Administrators	Health Insurance	\$43,179.43
67905	CHCMB	Water Conservation-Other	\$40.00
67906	City of Citrus Heights	Permit Fees	\$30.00
67907	Consolidated	Telephone-Local/Long Distance	\$1,834.46
67908	Falcon Networks	Equipment Rental-Office	\$7,500.00

JULY 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67909	Ferguson Enterprises Inc #1423	Material	\$3,063.14
67910	Indoor Environmental Services	Maintenance Agreement -Equipment	\$240.00
67911	Koraleen Enterprises	Material	\$78.81
67912	Occu-Med	Office Miscellaneous	\$161.50
67913	Jeffery Ott	Continued Education	\$320.70
67914	Protection One Alarm Monitoring	Equipment Rental-Office	\$206.05
67915	Regional Government Services	Contract Services-Other	\$4,374.14
67916	RW Trucking	Contract Services-Miscellaneous	\$3,108.04
67917	Regional Water Authority	Dues & Subscriptions	\$3,120.00
67918	SureWest Directories	Telephone-Local/Long Distance	\$49.00
67919	Sutter Medical Foundation-Corporate	Contract Services-Other	\$80.00
67920	Borey Swing	Continued Education	\$313.37
67921	State Water Resources Control Board	Dues & Subscriptions	\$60.00
67922	A. Teichert & Son, Inc.	Road Base	\$5,689.92
67923	Titan Workforce LLC	Contract Services-Temporary Labor	\$4,330.31
67924	Luke Barham	Customer Refund	\$6.32
67925	Jeffrey A/Erin N Mezzetti	Customer Refund	\$7.72
67926	Donald C Birnschein	Customer Refund	\$1,771.72
67927	Donald N/Marla K Dyste	Customer Refund	\$10.66
67928	Dianna Chartier Family Trust	Customer Refund	\$97.24
67929	Dan M/Reyna G Lowrie	Customer Refund	\$7.12
67930	Krystle/Scott McConnell	Customer Refund	\$195.35
67931	Tracy K Gold	Customer Refund	\$60.29
67932	Maggie Caldera	Customer Refund	\$189.59
67933	Brian Countryman	Customer Refund	\$231.01
67934	Nash Dome Properties LLC	Customer Refund	\$181.71
67935	Randy/Sarah Gresham	Customer Refund	\$100.02
67936	Dynamic Asset Solutions LLC	Customer Refund	\$8.69
67937	Smith Braswell Trust	Customer Refund	\$27.76
67938	Compass RE Solutions Inc	Customer Refund	\$154.51
67939	ABA DABA Rentals & Sales	Supplies-Field	\$270.25
67940	ACWA	Dues & Subscriptions	\$2,850.00
67941	Alexander's Contract Services	Contract Services-Meter Reads	\$4,069.04
67942	Avalon Custodial Care	Janitorial	\$695.00
67943	Bart/Riebes Auto Parts	Repair-Trucks	\$16.14
67944	Best Best & Krieger	Legal & Audit	\$7,719.00
67945	Blue Jay Trucking LLC	Contract Services-Other	\$3,175.50
67946	Bender Rosenthal Incorporated	Contract Services-Other	\$4,433.74
67947	BSK Associates	Water Analysis	\$286.00
67948	Burketts	Office Expense	\$55.49
67949	California Surveying & Drafting Supply	Small Tools	\$35.00
67950	City of Citrus Heights	Permit Fees	\$1,550.00
67951	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$583.00
67952	Dawson Oil Company	Gas & Oil	\$1,854.56
67953	Falcon Networks	Equipment Rental-Office	\$7,500.00
67954	Ferguson Enterprises Inc #1423	Material	\$795.08
67955	Iconix Waterworks	Material	\$331.87
67956	KBA Document Solutions Inc	Equipment Rental-Office	\$122.88
67957	KBA Document Solutions, LLC	Equipment Rental-Office	\$342.63
67958	San Gabriel Temp Staffing LLC dba LaborMax	Contract Services-Temporary Labor	\$3,430.73
67959	Moonlight BPO	Contract Services-Bill Print	\$6,411.51
67960	Pace Supply Corp	Material	\$1,078.65
67961	Prosio Communications	Contract Services-Miscellaneous	\$3,358.74

JULY 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67962	Raftelis	Contract Services-Miscellaneous	\$4,530.00
67963	Reed & Graham Inc	Supplies-Field	\$527.72
67964	Regional Government Services	Contract Services-Other	\$4,286.75
67965	S.I.C.H.	Office Miscellaneous	\$120.00
67966	State Water Resources Control Board	Dues & Subscriptions	\$165.00
67967	Titan Workforce LLC	Contract Services-Temporary Labor	\$5,251.06
67968	United Textile	Supplies-Field	\$162.71
67969	Verizon Wireless	Telephone-Wireless	\$1,134.96
67970	WaterWise Consulting, Inc	Contract Services-Conservation	\$1,275.00
67971	Warren Consulting Engineers Inc	Contract Services-Engineering	\$7,550.00
67972	Zee Medical Company	Supplies-Field	\$116.53
TOTAL			\$375,102.16
ACH	168-2019-6 IC	Bank Fee	\$3,759.90
ACH	HARRIS & ASSOCIATES	Contract Services-Engineering	\$17,957.25
ACH	HARRIS & ASSOCIATES	Contract Services-Engineering	\$8,191.67
ACH	AUGUST 2019 PRINCIPAL	Health Insurance	\$7,786.80
ACH	JUNE 2019	Continued Education	\$11,990.24
ACH	JUNE 2019 BOW	Bank Fee	\$1,249.91
ACH	JUNE 2019 CHASE	Bank Fee	\$1,794.62
ACH	JUNE 2019 PAYCHEX	Contract Services-Other	\$457.70
ACH	PERS 6/13/19 PAYDAY	PERS	\$20,666.09
ACH	PERS 6/27/19 PAYDAY	PERS	\$20,688.35
ACH	UAL PENSION	PERS	\$361,091.00
ACH	UNION BANK 7/19	COP Debt Service	\$41,769.66
ACH	VALIC 7/11/19 PAYDAY	Deferred Compensation	\$4,329.25
ACH	VALIC 7/25/19 PAYDAY	Deferred Compensation	\$4,529.25
ACH	VOYA 7/11/19 PAYDAY	Deferred Compensation	\$25.00
ACH	VOYA 7/25/19 PAYDAY	Deferred Compensation	\$25.00
ACH	PERS 5/30/19 PAYDAY	PERS	\$20,718.56
TOTAL			\$527,030.25
GRAND TOTAL			\$902,132.41

August Checks Approved at August Board Meeting

ACH	Harris & Associates	Contract Services-Engineering	\$22,284.17
ACH	US Bank I.M.P.A.C. Government Services	See August Agenda Item CC-9	\$9,426.02
68057	Sacramento Groundwater Authority	Dues & Subscriptions	\$35,921.00
68062	ABC Liovin Drilling, Inc	Contract Services-Engineering	\$126,500.00
68063	ACWA/JPIA	Workers Comp Insurance	\$9,091.73
68064	Bryce Consulting, Inc	Legal & Audit	\$9,265.00
68066	Kirby's Pump and Mechanical, Inc	Wells Maintenance	\$24,681.91
68067	Luhdorff & Scalmanini	Contract Services-Wells	\$19,329.00
68068	Martin General Engineering Inc	Contract Services-Engineering	\$235,450.20
68069	Regional Water Authority	Dues & Subscriptions	\$25,614.00
68070	San Juan Water District	Purchased Water	\$726,951.90
68071	United Rentals (North America) Inc	Equipment Rental-Field	\$10,162.03
68073	Underground Service Alert	Dues & Subscriptions	\$9,787.50
68074	ACWA/JPIA	Workers Comp Insurance	\$22,183.05
68112	Falcon Networks	Equipment Rental-Office	\$17,120.87
TOTAL			\$1,303,768.38

US BANK - CAL-Card Distributions
Jul-19

Name	Office Misc. - District Event	Supplies	Postage	Office - Expense	Continued Education	Meeting Accommodations	Maint. Agrmt. - Software	Office - Miscellaneous	Repair - Truck	Gas & Oil	Small Office Equipment	Total Bill
Cutler		\$ 29.51										\$ 29.51
Henry					\$ 70.00	\$ 541.99						\$ 611.99
Ott					\$ 525.00		\$ 382.00	\$ 96.46				\$ 1,003.46
Spiers		\$ 143.84							\$ 19.99			\$ 163.83
Talwar										\$ 65.00		\$ 65.00
Shockley	\$ 387.99	\$ 595.02	\$ 51.45	\$ 123.12	\$ 3,461.03	\$ 2,259.27			\$ 115.99		\$ 558.36	\$ 7,552.23
Total Bill	\$ 387.99	\$ 768.37	\$ 51.45	\$ 123.12	\$ 4,056.03	\$ 2,801.26	\$ 382.00	\$ 96.46	\$ 135.98	\$ 65.00	\$ 558.36	\$ 9,426.02

Citrus Heights Water District
2019 Staff Training Courses/Seminars/Conferences

as of 8/14/2019

DIRECTORS

Date	Days	Topic	Organizing Agency	Location	Attendee	Total Expenses	Registration	Hotel	Meals	Transportation
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Caryl Sheehan	1,340.35	725.00	495.68	119.67	-
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	David Wheaton	1,295.16	725.00	495.68	74.48	-
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Ray Riehle	1,527.84	725.00	495.68	46.88	260.28
12/3/19-12/6/19	4	ACWA Fall Conference	ACWA	San Diego, CA	Ray Riehle	725.00	725.00			

Total - Directors 4,888.35

STAFF

Date	Days	Topic	Organizing Agency	Location	Attendee	Total Expenses	Registration	Hotel	Meals	Transportation
1/8/19-1/11/19	4	CSMFO Convention	CSMFO	Palm Springs, CA	Susan Sohal	1,459.06	370.00	697.32	46.14	345.60
1/8/19-1/11/19	4	CSMFO Convention	CSMFO	Palm Springs, CA	Alberto Preciado	1,333.38	370.00	697.32	46.15	219.91
1/14/19-1/16/19	3	Cappo Conference	CAPPO	Sacramento, CA	Beth Shockley	486.19	349.00	-	-	137.19
2/10/19-2/13/19	4	Parma Conference	Parma	Anaheim, CA	Chris Castruita	1,907.42	350.00	610.74	179.39	767.29
2/10/19-2/13/19	4	Parma Conference	Parma	Anaheim, CA	Madeline Henry	1,337.50	320.00	610.74	92.44	314.32
4/8/19-4/11/19	4	Capio Conference	Capio	San Diego, CA	Madeline Henry	1,527.22	530.00	645.78	95.74	255.70
7/7/19-7/10/19	4	Esri Conference	Esri	San Diego, CA	Borey Swing	1,566.61	-	928.28	205.76	432.57
7/7/19-7/10/19	5	Esri Conference	Esri	San Diego, CA	Jeff Ott	2,058.15	-	1,392.49	195.74	469.92
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Hilary Straus	1,337.16	725.00	495.68	74.48	42.00
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Missy Pieri	1,295.16	725.00	495.68	74.48	-
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Susan Sohal	1,295.16	725.00	495.68	74.48	-
5/14/19-5/17/19	3	Peer to Peer	Calwep	Anaheim, CA	Rex Meurer	1,344.59	266.85	559.26	111.29	407.19
6/23/16-6/25/19	3	General Manager Leadership Summit	CSDA	Newport Beach, CA	Hilary Straus	1,501.13	625.00	635.61	-	240.52
6/23/16-6/25/19	3	General Manager Leadership Summit	CSDA	Newport Beach, CA	Susan Talwar	1,763.38	625.00	635.61	109.00	393.77
6/23/16-6/25/19	3	General Manager Leadership Summit	CSDA	Newport Beach, CA	Alberto Preciado	1,774.45	625.00	635.61	135.26	378.58
6/23/16-6/25/19	3	General Manager Leadership Summit	CSDA	Newport Beach, CA	Madeline Henry	1,667.14	625.00	635.61	93.47	313.06
5/18/19-5/22/19	4	GFOA Conference	GFOA	Los Angeles	Alberto Preciado	1,726.80	-	1,241.16	162.35	323.29
7/21-7/25/19	4	UESI Pipelines Conference	UESI	Nashville, TN	Tamar Dawson	2,190.03	-	1,249.64	154.12	786.27
9/30/19-10/4/19	4	Watersmart Innovations	Watersmart	Las Vegas	Rex Meurer	632.96	385.00			247.96
9/30/19-10/4/20	4	Watersmart Innovations	Watersmart	Las Vegas	Brady Chambers	685.98	450.00			235.98
9/30/19-10/4/21	4	Watersmart Innovations	Watersmart	Las Vegas	Hilary Straus	602.94	335.00			267.94
10/20/19-10/24/19	4	AWWA Annual Fall Conference	AWWA	San Diego, CA	Kelly Drake	592.96	445.00			147.96
10/27/19-10/30/19	5	CalPers Conference	CalPers	Oakland, CA	Susan Talwar	449.00	449.00			
11/12/19-11/14/19	3	CSDA Board Secretary Conference	CSDA	Monterey, CA	Madeline Henry	525.00	525.00			
11/12/19-11/14/19	3	CSDA Board Secretary Conference	CSDA	Monterey, CA	Brittney Moore	525.00	525.00			
12/3/19-12/6/19	4	ACWA Fall Conference	ACWA	San Diego, CA	Hilary Straus	950.00	950.00			
12/3/19-12/6/19	4	ACWA Fall Conference	ACWA	San Diego, CA	Brian Hensley	950.00	950.00			
12/3/19-12/6/19	4	ACWA Fall Conference	ACWA	San Diego, CA	David Gordon	950.00	950.00			
12/3/19-12/6/19	3	Cityworks Conference 2019	Cityworks	Salt Lake City, UT	Jeff Ott	176.60				176.60
12/3/19-12/6/19	3	Cityworks Conference 2019	Cityworks	Salt Lake City, UT	Tim Cutler	816.60	550.00			266.60
12/3/19-12/6/19	3	Cityworks Conference 2019	Cityworks	Salt Lake City, UT	Rebecca Scott	726.60	550.00			176.60

Total - Staff 53,654.17

Grand Total 58,542.52

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : August 5, 2019
 PREPARED BY : Brittney Moore, Acting Management Services Specialist

The following District employees were recognized for perfect attendance during June 2019, and outstanding customer service and quality of work during the month of July 2019.

Administrative Services & Water Efficiency Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Brady Chambers	Yes		On 7/2, 7/9, and 7/10 Brady came in early to repair and replace three commercial meters.
Kelly Drake	Yes		On 7/2, 7/9, and 7/10 Kelly came in early to repair and replace three commercial meters.
Madeline Henry	Yes	Participated in the Interview Panel for the District-wide Annexation Project.	Madeline conducted a presentation to the Board for PR Firm selection. She also worked on the Staff report to Board on the 2020 Strategic Plan. Worked off hours to review documents for an ad hoc meeting.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Dana Mellado		On 7/8 our credit card system went down for several hours and Dana fielded many calls from customers who were concerned their bills would become past due; she reassured them that they would be able to make their payments on time or their fees would be waived.	Dana completed bank imports while her supervisor was on vacation.
Rex Meurer	Yes		Gave the July Safety Presentation.
Brittney Moore			Helped to stand in at the front counter when there was a staff outage due to a family emergency and vacation. worked off hours to review documents for an ad hoc meeting. Corrected the placement of meeting minutes on the website.
Jeff Ott	Yes		Jeff conducted an EDMS Presentation. He also worked on the District Security Update. Completed the update to HP switch servers during off hours.
Alberto Preciado	Yes		Alberto worked on the Tax Lien report to the Board.
Beth Shockley		Provided support for the Pre-architectural Study Interviews and the District-wide Annexation Interviews.	Stepped in to assist the front counter when there was a staff shortage due to a family emergency and vacation. In addition to completing her own tasks, Beth helped alleviate the workload as well as stand in for breaks and lunches, and assisted with Move In/Move Outs.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Desiree Smith	Yes	On 7/8 our credit card system went down for several hours, Desiree fielded many calls from customers concerned about their bills becoming past due, and reassured them that they would be able to make their payments in time, or their fees would be waived.	

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes	Participated in the Interview Panel for the District-wide Annexation Interview Panel; Prepared call log for staff.	Tamar gave a presentation to the Board on the Annexation Project. Prepared updated District Map and coordinated the framing and mounting.
Paul Dietrich	Yes	Participated in the Interview Panel for the Pre-Architectural Study and the District-wide Annexation Project.	Paul gave a presentation to the board on the Easement Acquisition Project.
Neil Tamagni	Yes	Provided constructability review on 3 of the District's CIP Projects Watson Way, Patton A ve., & Oak Auburn Rd.	Worked on District CIP projects (Pleasant View and Quiet Oak) during off hours.
Borey Swing			Prepared updated District map and coordinated the framing and mounting.

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
James Buford		Customer called to compliment the crew for their work on the Wind Way water main replacement that occurred in front of her house.	On the evening of Monday 7/15 James remained on the jobsite afterhours in order to complete the trench restoration for safe pedestrian and vehicular traffic.
Tim Cutler	Yes		
James Ferro		Customer on Camel Rock Way stopped by the District's office to applaud the staff that replaced her water service. She stated that individuals were extremely friendly, informative and just "beautiful people." Customer called to compliment the crew for their work on the Wind Way water main replacement that occurred in front of her house.	On Saturday 7/20 James assisted SSWD with an emergency response to a damaged 6" ARV that was struck by a traffic accident. James notified SSWD and SJWD of the incident and followed all of the proper protocol during a stressful situation.
Jarrett Flink		Customer on Camel Rock Way stopped by the District's office to applaud the staff that replaced her water service. She stated that individuals were extremely friendly, informative and just "beautiful people." Customer called to compliment the crew for their work on the Wind Way water main replacement that occurred in front of her house.	On the evening of Monday 7/15 Jarrett remained on the jobsite afterhours in order to complete the trench restoration for safe pedestrian and vehicular traffic. On the evening of 7/15 he assisted standby with an emergency water service leak on Wildwood Dr. On the night of Sunday 7/27 at 11:30p.m. Jarrett assisted standby with an emergency call out to a long side service leak on Sunrise Blvd.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Gilbert Garcia		Customer called to compliment the crew for their work on the Wind Way water main replacement that occurred in front of her house.	On the evening of Monday 7/15 Gil remained on the jobsite afterhours in order to complete the trench restoration for safe pedestrian and vehicular traffic. On the evening of 7/15 he assisted standby with an emergency water service leak on Wildwood Dr.
Brian Hensley	Yes		
Rick Jimenez		Customer called to compliment the crew for their work on the Wind Way water main replacement that occurred in front of her house.	
Ricky Kelley	Yes	Customer on Camel Rock Way stopped by the District's office to applaud the staff that replaced her water service. She stated that individuals were extremely friendly, informative and just "beautiful people."	On the evening of Monday 7/15 Ricky remained on the jobsite in order to complete the trench restoration for safe pedestrian and vehicular traffic. On the evening of 7/15 he assisted standby with an emergency water service leak on Wildwood Dr. On Friday 7/19 Ricky assisted standby with an emergency repair of 2" blow-off and ensuring the site was secure for vehicle and pedestrian traffic. On the night of Sunday 7/27 at 11:30p.m. Ricky assisted standby with an emergency call out to a long side service leak on Sunrise Blvd.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Mike Mariedth	Yes	Customer on Kingswood Dr. called and expressed her gratitude for the job Mike did in assisting her to locate a private leak on her irrigation system causing high consumption on her water bill. Customer on Camel Rock Way stopped by the District's office to applaud the staff that replaced her water service. She stated that individuals were extremely friendly, informative and just "beautiful people."	
Chris Nichols	Yes		
Ryon Ridner		Customer called to compliment the crew for their work on the Wind Way water main replacement that occurred in front of her house.	
Rebecca Scott	Yes	Participated in the Interview Panel for the District-wide Annexation Project. Assisted Water Efficiency with 2020 budget projections.	
Nick Spiers		Picked up staff when their District vehicle did not start and coordinated its repair in a timely manner. Assisted Engineering Dept. with transporting the District's large wall map from the store to the District office.	
John Spinella		Customer called to compliment the crew for their work on the Wind Way water main replacement that occurred in front of her house.	On the evening of Monday 7/15 John remained on the jobsite in order to complete the trench restoration for safe pedestrian and vehicular traffic.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS

AUGUST 21, 2019 MEETING

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : August 7, 2019
 PREPARED BY : Madeline Henry, Management Services Specialist/Deputy Board Clerk

OBJECTIVE:

Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA

MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
September 18, 2019					
September 18, 2019		Budget Workshop/Possible Prop 218 Direction	Talwar	B	I/D
September 18, 2019		HR/Time and Entry System	Talwar/Ott	B	A
September 18, 2019		Notice of Completion Test Hole Drilling; Policy Update	Gordon/Hensley	B	A
September 18, 2019		Lock-Out/Block-Out Program	Drake	B	A
October 16, 2019					
October 16, 2019		Emergency Response Plan	Gordon/Scott	B	A
October 16, 2019		Award of Contract for On-Call Concrete Restoration	Gordon/Cutler	CC	A
October 16, 2019		Misc. Charges and Fees - Proposed	Talwar	S	I/D
November 20, 2019					
November 20, 2019		Cost-of-Living Adjustment to Salary Schedule, Retiree Insurance Benefits, and Directors' Compensation	Henry	B	A
November 20, 2019		2019 Strategic Plan Update	Henry	CC	I/D
November 20, 2019		Award of Contract for Electronic Document Retention Management System (EDRMS)	Talwar/Ott	B	A
November 25, 2019					
November 25, 2019	Special Board Meeting	2020 Operating and Capital Budgets	Straus/Talwar/Pieri/Gordon	PH	A
November 25, 2019	Special Board Meeting	2020 Water Rates, Charges and Fees	Straus/Talwar	PH	A
November 25, 2019	Special Board Meeting	2020 Capacity Fees	Straus/Talwar	PH	A
December 18, 2019					
December 18, 2019		Committee Assignments	Henry	B	A
December 18, 2019		District Officers	Henry	B	A
December 18, 2019		Selection of President and Vice President	Henry	B	A
December 18, 2019		Project 2030 Update (Final)	Pieri	B	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : August 13, 2019
 PREPARED BY : Missy Pieri, Engineering Manager/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	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Engineering Manager and Project Manager	On- going	Yes, 10/16/19 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Top Alternative selected at CAC Workshop #7 on 06/11/19. Top Alternative Implementation Plan to be developed and discussed at CAC Workshop #8 on 09/10/19.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Engineering Manager and Project Manager	On- going	Yes, 07/17/19 (Award of Contract)	Yes	Masterplan for office space requirements through 2045.	Project kick-off meeting occurred on 07/24/19.
CAPITAL IMPROVEMENT PROJECT Highland Ave & Rosa Vista Ln 8” Water Mains	Engineering	Senior Construction Inspector and Project Manager	On- going	Yes, 06/20/18 (Notice of Completion)	Yes	2017 design, 2018 construction.	Easements being prepared by District.
CAPITAL IMPROVEMENT PROJECT Wind Way and Longwood Way 8" Water Mains	Engineering	Project Manager and Assistant Engineer	On- going	Yes, TBD	Yes	2018 design, 2019 construction.	Construction to be completed by District Operations staff. Construction began in June 2019. 90% Complete.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Pleasantview Dr 8" Water Main	Engineering	Project Manager, Assistant Engineer and Senior Construction Inspector	On- going	Yes, 04/17/19 (Award of Contract)	Yes	2018 design, 2019 construction.	Award of Contract approved on 04/17/19. Notice to Proceed sent to contractor on 05/21/19. Construction began on 06/24/19. 40% Complete.
CAPITAL IMPROVEMENT PROJECT Michigan Dr 8" & 6" Water Mains	Engineering	Project Manager and Assistant Engineer	On- going	Yes, TBD	Yes	2019 design, 2019 construction.	Plans sent to Engineer on 05/02/18. Potholing completed. Preparing 90% plans. Right-of-Way agent began easement process for the project.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Old Auburn Rd - Daffodil to Wooddale 8" Water Main	Engineering	Project Manager and Assistant Engineer	On- going	Yes, 08/21/19 (Anticipated Award of Contract)	Yes	2018 design, 2019 construction.	Request for bids sent out on 07/09/19. Bid opening occurred on 08/06/19. Anticipate Award of Contract at the 08/21/19 Board Meeting.
CAPITAL IMPROVEMENT PROJECT Cologne Way 6" Water Main	Engineering	Project Manager and Assistant Engineer	On- going	Yes, TBD	Yes	2019 design, 2019 construction.	District to provide 60% mark-ups to Consultant. Right-of-Way agent began easement process for the project.
CAPITAL IMPROVEMENT PROJECT Quiet Oak Ln 8" Water Main	Engineering	Project Manager, Assistant Engineer and Senior Construction Inspector	On- going	Yes, 04/17/19 (Award of Contract)	Yes	2018 design, 2019 construction.	Award of Contract approved on 04/17/19. Notice to Proceed sent to contractor on 05/21/19. Construction began on 06/24/19. 60% Complete.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Patton Avenue - Watson Way to North	Engineering	Project Manager and Assistant Engineer	On- going	Yes, 08/21/19 (Anticipate Award of Contract)	Yes	2019 design, 2019 construction.	Request for bids sent out on 07/09/19. Bid opening occurred on 08/06/19. Anticipate Award of Contract at the 08/21/19 Board Meeting.
CAPITAL IMPROVEMENT PROJECT Watson Way - Sherlock Way to Well Site	Engineering	Project Manager and Assistant Engineer	On- going	Yes, 08/21/19 (Anticipate Award of Contract)	Yes	2019 design, 2019 construction.	Request for bids sent out on 07/09/19. Bid opening occurred on 08/06/19. Anticipate Award of Contract at the 08/21/19 Board Meeting.
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd East Side Wall	Engineering	Project Manager and Assistant Engineer	On- going	Yes, TBD	No	Wall along the east side of District property.	Task Order executed with Engineer. District following up with SJUSD regarding property.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Dr	Engineering	Engineering Manager and Assistant Engineer	On- going	Yes, TBD	No	200-300 unit development by Watt Communities.	Received initial submittal for the Mitchell Farms Subdivision Improvement Plans on 05/15/19. District submitted comments to developer's engineer on 05/22/19. Received second submittal 07/03/19.
PRIVATE DEVELOPMENT Mitchell Farms Land Exchange - 7925 Arcadia Dr	Engineering	Engineering Manager and Assistant Engineer	On- going	Yes, TBD	No	Land Exchange of District's Well Site for development property.	Received second submittal on 06/06/19. District provided comments to the developer's engineer on 06/26/19. Awaiting third submittal from developer's engineer.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Seniors apartment complex with 42 one bedroom and 68 two bedroom units.	Received Project Referral and proposed site plan on 11/13/18. District sent Will Serve Letter on 12/04/18. Awaiting first submittal from developer's engineer.
PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Parcel being split into 3 for 3 home subdivision.	Plans signed on 09/19/18. Awaiting construction.
PRIVATE DEVELOPMENT 8053 Holly Dr Parcel Split 1 - 3	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Parcel being split into 3 for 3 home subdivision.	Final plans signed and fees received on 05/10/18. District Operations staff began construction on 09/25/18. 98% Complete. Awaiting final street improvements before completion can occur.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Parcel being split into 3 for 3 home subdivision.	Received initial plans on 10/01/18. District provided comments to the developer's engineer on 01/02/19.
PRIVATE DEVELOPMENT 8116 Holly Dr Parcel Split 1 - 2	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Parcel being split into 2 with 2 existing homes and meters.	Received Project Referral 11/16/18. Conditions of Approval letter sent 11/28/18.
PRIVATE DEVELOPMENT 6920 Auburn Blvd Stock Ranch Plaza - Parcel 11	Engineering	Senior Construction Inspector	On- going	No	No	Commercial Development.	Preconstruction meeting occurred on 05/22/19. Construction began on 05/23/19. 90% Complete.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8525 Auburn Blvd Big Lots	Engineering	Senior Construction Inspector and Engineering Manager	On- going	No	No	Commercial Development.	Project 100% Complete. Need Signed Common Area Maintenance Agreement from developer to be sent to District. Easements received. Documents submitted to Sacramento County and Placer County on 07/31/19 for recordation.
PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Redevelopment of Sunrise Village.	Received Project Review request from City of Citrus Heights on 07/03/19. Provided will serve letter to the City on 07/31/19.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8501 Auburn Blvd Parcel Split	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Potential parcel split from one parcel to four parcels.	Sent conditions of approval letter on 09/06/18. Waiting for the developer engineer's to prepare easements.
PRIVATE DEVELOPMENT 8501 Auburn Blvd Studio Movie Grill	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Commercial Development.	Received second submittal from engineer on 03/25/19. Sent comments to developer's engineer on 04/16/19. Awaiting next submittal and easements from developer.
PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Proposed multi-unit housing complex for low-income and homeless.	Received project referral and initial plans on 10/11/18. Will-Serve letter sent 11/21/18. Awaiting first plan submittal from developer's engineer.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Proposed memory care facility.	Received schematic plans on 05/08/19. Will-Serve letter sent 05/20/19.
PRIVATE DEVELOPMENT Livoti Development	Engineering	Engineering Manager and Assistant Engineer	On- going	No	No	Six Parcel Subdivision.	Received second submittal on 05/20/19. District provided comments to the engineer on 06/26/19.
COMCAST	Engineering	Assistant Engineer and GIS Specialist	On- going	No	No	Various communications boring projects throughout the service area.	District has provided water utility maps for all requested projects. Awaiting resubmittal from Comcast engineer. Awaiting as-builts on all completed projects.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS DRAINAGE PROJECT Highland Ave	Engineering	Engineering Manager and Assistant Engineer	On-going	No	Yes	Highland Ave Drainage Project.	Field preconstruction meeting occurred on 03/28/19. Storm Drain improvements in progress by City contractor. District completed relocation of water facilities.
CITY OF CITRUS HEIGHTS DRAINAGE PROJECT Wonder St	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Wonder St Drainage Project.	Anticipate bid and start of construction in 2019. "B" Plans sent back 08/21/17 with comments. Coordinating utility conflicts and possible easement.
CITY OF CITRUS HEIGHTS PROJECT Bonita & Old Auburn Rd Storm Drain Improvements	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Bonita Way & Old Auburn Rd Storm Drain Project.	Received 30% plans at the meeting with City's engineer on 05/21/18. District sent City's engineer data on 08/03/18.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase III	Engineering	Engineering Manager and Assistant Engineer	On-going	No	Yes	Frontage improvements along west side of Mariposa Ave from Northridge to Eastgate.	Pre-Construction meeting occurred on 04/16/19. Storm Drain improvements in progress by City contractor.
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.	Attended kick-off meeting with the City on 01/14/19. District provided comments to City's engineer on 05/02/19. District prepared Cost Liability letter to the City of Citrus Heights on 06/27/19.
COUNTY OF SACRAMENTO Overlay Oak Avenue from Hazel Ave to Granite Ave	Engineering	Engineering Manager and Senior Construction Inspector	On-going	No	No	Road improvements along Oak Ave from Hazel Ave to Granite Ave.	District prepared agreement with County contractor. Project 100% Complete.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
District-wide Annexation Project	Engineering	Engineering Manager, Project Manager and Assistant Engineer	2018	Yes, 07/17/19 (Award of Contract)	Yes	Annex properties into the District to clarify and revise District boundaries.	Kick-off meeting occurred on 08/07/19.
District-wide Easement Project	Engineering	Engineering Manager, Project Manager and Assistant Engineer	2018	Yes, TBD	Yes	Research and review District facility locations and easements for potential additions/revisions.	Staff will begin this project once the annexation project is near completion.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : August 1, 2019
 PREPARED BY : David M. Gordon, Operations Manager
 Tim Cutler, Water Distribution Supervisor

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	July	Year to Date		July	Year to Date
Backflow Maintenance	0	0	C19-010 Water Mainline	0	0
Blow Off Maintenance	0	0	C19-011 Water Valves	1	6
Hydrant Maintenance	1	127	C19-012 Water Services	6	136
Leak Investigation	0	0	C19-013 Water Meters	3	31
Mainline Repair/Maintenance	0	4	C19-014 Fire Hydrants	0	10
Meter Box Maintenance	4	27	TOTAL	10	183
Meter Register Replacement	12	104	Water Quality		
Meter Repair/Test/Maintenance	1	2	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 90 samples were collected with no positive results.</i>		
Pot Hole Work	0	0			
Water Service Repair/Locate	1	8			
Valve, Mainline Maintenance	0	332			
Valve Box Maintenance	0	0			
TOTAL	19	604			

CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
AUGUST 21, 2019 MEETING

SUBJECT : 2019 WATER SUPPLY - PURCHASED & PRODUCED
STATUS : Information Item
REPORT DATE : August 1, 2019
PREPARED BY : Brian M. Hensley, Water Resources Supervisor
David M. Gordon, Operations Manager

OBJECTIVE:

Report on annual water supply including comparison with prior years.

Month	2013	2014	2015	2016	2017	2018	2019				Year-to-Date			
	Total Water Monthly acre feet						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	Comparison to 2013			
							acre feet				acre feet	%		
Month														
Jan	602.52	602.39	570.05	539.60	506.81	531.38	466.43	54.43	520.86	520.86	-81.66	-13.6%		
Feb	606.36	450.96	511.52	484.53	443.99	525.73	418.47	29.01	447.48	968.34	-240.54	-19.9%		
Mar	819.55	612.20	725.95	517.56	546.60	540.78	496.33	20.54	516.87	1,485.21	-543.22	-26.8%		
Apr	1,029.73	737.30	761.02	677.81	575.52	646.09	651.54	31.36	682.90	2,168.11	-890.05	-29.1%		
May	1,603.43	1,190.07	869.08	979.49	1,138.72	1,072.27	929.85	47.56	977.41	3,145.52	-1,516.07	-32.5%		
Jun	1,816.73	1,548.66	1,065.10	1,343.76	1,412.94	1,387.03	1,312.73	15.34	1,328.07	4,473.59	-2,004.73	-30.9%		
Jul	2,059.21	1,622.10	1,184.95	1,544.57	1,650.76	1,737.13	1,582.40	0.00	1,582.40	6,055.99	-2,481.54	-29.1%		
Aug	1,924.28	1,477.49	1,188.18	1,579.80	1,570.80	1,583.78								
Sep	1,509.82	1,275.11	1,069.78	1,257.91	1,441.76	1,330.19								
Oct	1,297.42	1,030.74	918.67	840.80	1,128.97	1,061.88								
Nov	911.55	682.48	589.6	561.82	631.55	807.7								
Dec	700.94	563.15	519.57	518.62	574.43	558.97								
Total	14,881.54	11,792.65	9,973.47	10,846.27	11,622.85	11,782.93	5,857.75	198.24	6,055.99	6,055.99				
% of Total							96.73%	3.27%						

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 MEETING

SUBJECT	: WATER SUPPLY RELIABILITY
STATUS	: Information Item
REPORT DATE	: August 6, 2019
PREPARED BY	: David M. Gordon, Operations Manager Brian Hensley, Water Resources Supervisor

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of August 1, 2019, storage in Folsom Lake (Lake) was at 835,500 acre-feet, 86 percent of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 84,800 acre-feet in the past month.

The District's total water use during the month of July 2019 (1,582.40 acre-feet) was 23.2 percent below that of July 2013 (2059.21 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
 STATUS : Information Item
 REPORT DATE : August 6, 2019
 PREPARED BY : Rex W. Meurer, Water Efficiency Supervisor

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

ACTIVITIES AND PROGRESS REPORT

Water Efficiency, Safety and Meter Program activities during the month of July 2019 include:

- 13 High Efficiency Toilet (HET) rebates were processed. This compares to 12 HET rebates processed for the month of July 2018. The 5 year monthly average (2014-2018) of July HET rebates is 17. A total of \$5,025.00 in HET rebates have been issued year-to-date.
- A total of 5 High Efficiency Clothes Washer (HECW) rebates were issued during the second quarter of 2019. This compares to 7 HECW rebates issued for the second quarter of 2018. A total of 12 HECW rebates were issued year to date.
- 157 service calls were completed. There was 3 reports of water waste received through CHWD's Water Efficiency web page.
- Five WaterSmart classes are planned for 2019. The fourth class, titled "Nurturing Your WaterSmart Garden's Health" was held on Saturday, July 27, 2019. The next class will be held in October. Topics for the next class will include: preparing your garden for the fall, caring for your trees and shrubs and Hands-on trouble shooting of common irrigation problems. All classes are being held at the Citrus Heights Community Center.
- CHWD has secured three garden plots at the Sylvan Ranch Community Garden (SRCG). The plots will feature water efficient landscaping. The project will be completed in two phases. Phase 1 will include a gardening area at the corner of Sylvan Rd. and Stock Ranch Rd. Phase II will be an education area for activities, such as workshops and presentations. Funding for the rental, development and maintenance of the garden plots is included in the 2019 budget. Staff met with the SRCG Board of Directors on Thursday, August 15, 2019. Conceptual plans were presented to the SRCG Board for their review and comment.
- Staff attended the Citrus Heights Area Seven and Eight (CHASE 7 & 8) neighborhood association meeting on Tuesday, July 16, 2019. A presentation was given to CHASE 7 & 8 on the District's water efficiency programs and irrigation efficiency tips for homeowners.
- Staff is currently updating the District's Emergency Operations Plan (EOP). The last update to the EOP was in July 2011. The EOP establishes procedures and provides information necessary to ensure that members of CHWD's staff are knowledgeable about what to do in the event of an

emergency. The District is using consultant Brenna Howell with Foster-Morrison to assist with the EOP update. Staff met with the Consultant on Wednesday, May 15, to review recommended updates and revisions to the EOP. The Consultant provided staff with a draft EOP and a draft template of EOP Annex's, covering the Emergency Operation Center (EOC) and the Emergency Response Plan (ERP). A follow-up meeting with the Consultant was held on July 29. The Consultant is 80% complete with the EOP.

- The Sixth group safety presentation, in a series of eleven group safety presentations, was presented on Thursday, July 14. The topic was "Emergency/Natural Disaster Preparedness". The presenter was Rex Meurer, Water Efficiency Supervisor. The seventh presentation was given on August 15, and the topic was on "Distracted Driving". The presenters will be, Rick Jimenez, Water Distribution Worker; Paul Dietrich, Project Manager; and Brady Chambers, Water Efficiency Technician.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

Month	R-GPCD 2018	R-GPCD 2019	% CHANGE
January	77	76	-.01%
February	85	72	-.15%
March	79	75	-.05%
April	100	103	+.03%
May	156	147	-.06%
June	209	200	-.04%
July	253	231	-.09%

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH LUND CONSTRUCTION COMPANY FOR OLD AUBURN ROAD, PATTON AVENUE AND WATSON WAY WATER MAIN REPLACEMENT PROJECT

STATUS : Action Item

REPORT DATE : August 6, 2019

PREPARED BY : Missy Pieri, Engineering Manager/District Engineer

OBJECTIVE:

Consider acceptance of a bid to install water mains along Old Auburn Road, Patton Avenue and Watson Way.

BACKGROUND AND ANALYSIS:

The Old Auburn Road, Patton Avenue and Watson Way Water Main Replacement Project (Project) will complete three (3) capital improvement projects that are part of the District's 1999-2029 Capital Improvement Plan. Those projects appear in the 2019 Capital Projects Budget as Old Auburn Road (C18-105), Patton Avenue (C19-102) and Watson Way (C19-103). The Project includes installing and connecting approximately 1,250 linear feet of 8-inch water main, 50 linear feet of 6-inch water main, three (3) 8-inch gate valves, three (3) 6-inch gate valves, three (3) steamer fire hydrants, one (1) 1" air/vacuum valve, and seventeen (17) 1-inch water services with curb stops along Old Auburn Road, Patton Avenue and Watson Way in the City of Citrus Heights.

The District received four (4) sealed proposals on August 6, 2019, at which time proposals were opened and read publicly. The apparent low bidder is Lund Construction Company, North Highlands, CA. Bids received are as follows:

1. Lund Construction Company	\$437,696.80
2. Rawles Engineering, Inc.	\$447,251.00
3. Martin General Engineering, Inc.	\$488,406.60
4. Flowline Contractors, Inc.	\$499,172.00

The District's final engineering estimate for this Project was \$443,795.00, which is approximately 1% higher than the lowest responsive bid. There are sufficient funds within the 2019 adopted Capital Projects Budget for this Project.

RECOMMENDATION:

Accept the bid of Lund Construction Company in the amount of \$437,696.80 and establish a contingency fund in the amount of \$43,769.00 (10%), for a total amount of \$481,465.80. Authorize the General Manager to execute an agreement with Lund Construction Company.

ATTACHMENT:

1. Old Auburn Road, Patton Avenue and Watson Way Water Main Replacement Project Construction Agreement.

ACTION:

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

OLD AUBURN ROAD PATTON AVENUE WATSON WAY WATER MAIN PROJECT

**SPECIFICATIONS FOR
PROJECT NO. C18-105
PROJECT NO. C19-102
PROJECT NO. C19-103**



ISSUED FOR BID: JULY 9, 2019



**CITRUS
HEIGHTS
WATER
DISTRICT**

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

916/725-6873 • 916/725-0345 Fax

SECTION 00010
TABLE OF CONTENTS

INTRODUCTORY INFORMATION

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

BIDDING REQUIREMENTS

SECTION 00200	INSTRUCTIONS TO BIDDERS	4
SECTION 00400	BID FORM	12
SECTION 00405	CONTRACTOR'S CERT. RE WORKERS' COMPENSATION ..	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

SECTION 00010
TABLE OF CONTENTS

ARTICLE 17.	INSPECTION FEES FOR PERMANENT UTILITIES	55
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	68
ARTICLE 40.	FORM AND PROOF OF CARRIAGE OF INSURANCE	72
ARTICLE 41.	TIME FOR COMPLETION AND LIQUIDATED DAMAGES... ..	73
ARTICLE 42.	COST BREAKDOWN AND PERIODIC ESTIMATES.....	74
ARTICLE 43.	MOBILIZATION	75
ARTICLE 44.	PAYMENTS.....	76
ARTICLE 45.	PAYMENTS WITHHELD AND BACKCHARGES	77
ARTICLE 46.	CHANGES AND EXTRA WORK	77
ARTICLE 47.	OCCUPANCY	82
ARTICLE 48.	INDEMNIFICATION.....	82
ARTICLE 49.	RECORD ("AS BUILT") DRAWINGS.....	82
ARTICLE 50.	RESOLUTION OF CONSTRUCTION CLAIMS	83
ARTICLE 51.	DISTRICT'S RIGHT TO TERMINATE CONTRACT	87
ARTICLE 52.	WARRANTY AND GUARANTEE	91
ARTICLE 53.	DOCUMENT RETENTION & EXAMINATION	92
ARTICLE 54.	SOILS INVESTIGATIONS.....	92
ARTICLE 55.	SEPARATE CONTRACTS	92
ARTICLE 56.	NOTICE AND SERVICE THEREOF.....	93
ARTICLE 57.	NOTICE OF THIRD PARTY CLAIMS.....	93
ARTICLE 58.	STATE LICENSE BOARD NOTICE.	93
ARTICLE 59.	INTEGRATION.....	94
ARTICLE 60.	ASSIGNMENT.....	94

SECTION 00010
TABLE OF CONTENTS

SECTION 00010
TABLE OF CONTENTS

ARTICLE 61.	CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY	94
ARTICLE 62.	ASSIGNMENT OF ANTITRUST ACTIONS.....	95
ARTICLE 63.	PROHIBITED INTERESTS	95
ARTICLE 64.	LAWS AND REGULATIONS	95
ARTICLE 65.	PATENT FEES OR ROYALTIES.	95
ARTICLE 66.	OWNERSHIP OF DRAWING	96
ARTICLE 67.	NOTICE OF TAXABLE POSSESSORY INTEREST	96
SECTION 00750	SPECIAL CONDITIONS.....	97
SP – 1	DIFFERING SITE CONDITIONS.....	97
SP – 2	USE OF STANDARDS.....	97
SP – 3	DESCRIPTION OF BID ITEMS	97
SP – 4	DAMAGE TO PAVEMENT AND CONCRETE.....	97
SECTION 00900	GENERAL SPECIFICATIONS	98
1.	SCOPE OF WORK.....	98
2.	DISTRICT FURNISHED ITEMS	99
3.	CONTRACTOR FURNISHED ITEMS	99
4.	ITEMS OF WORK, MEASUREMENT AND PAYMENT	99
5.	ORDER OF WORK	109
6.	BACTERIOLOGICAL TESTING PROCEDURE AND..... TIMELINE	109
7.	EXCAVATION AND POTHOLING.....	111
8.	REMOVAL, RELOCATION OR PROTECTION OF	112
9.	EXISTING UTILITIES	
9.	HOURS OF WORK	113
10.	MATERIAL SUBMITTALS	114
11.	VARIATIONS FROM PLANS AND SPECIFICATIONS OR..... OTHER CONTRACT DOCUMENTS	114
12.	CALIFORNIA CONTRACTOR'S LICENSE	115
12.	CLASSIFICATION	
13.	SUBCONTRACT DOCUMENTS	115
14.	PERMIT FOR CONSTRUCTION WATER.....	115
15.	SAFETY AND HEALTH PROVISIONS.....	115
16.	INJURY AND ILLNESS PREVENTION/HAZARD	115
16.	COMMUNICATION	
17.	PRE-CONSTRUCTION CONFERENCE	116
18.	PROJECT MEETINGS.....	116
19.	CONSTRUCTION SCHEDULE	116
20.	EMERGENT MATTERS AFTER HOURS	116
21.	EMERGENCY CONTACT AND CONTRACTOR	116
21.	RESPONSE	
22.	TRENCH EXCAVATION COMPETENT PERSON	117
22.	ASSIGNMENT AND RESPONSIBILITIES	

SECTION 00010
TABLE OF CONTENTS

SECTION 00010
TABLE OF CONTENTS

SECTION 01000	SPECIAL PROVISIONS	119
1.	TRAFFIC CONTROL REQUIREMENTS	119
2.	U.S.A MARKINGS AND TIRE MARKINGS	119
3.	DAMAGE TO PAVEMENT AND CONCRETE	120
4.	STORAGE OF EQUIPMENT AND MATERIALS	120
5.	MINIMUM COVER	120
6.	BACKFILL, COMPACTION, AND COMPACTION TESTING	120
7.	THRUST BLOCKS	121
8.	TEMPORARY TRENCH RESTORATION	121
9.	SERVICE VALVE LOCATIONS AND METER INSTALLATIONS	122
10.	CONNECTION TO EXISTING SERVICES	122
11.	FLUSHING SERVICE LINES	123
12.	BRONZE SERVICE SADDLES	123
13.	CORPORATION STOPS AND BALL VALVES	123
14.	BRASS FITTINGS	123
15.	COMPRESSION COUPLINGS	123
16.	PIPE AND FITTINGS FOR SERVICE RECONNECTIONS	123
17.	RESILIENT WEDGE GATE VALVES	124
18.	CHLORINATION AND FLUSHING	124
19.	SPRINKLERS	125
20.	CONCRETE RESTORATION	125
21.	LANDSCAPE RESTORATION	126
22.	MAINTENANCE TRAFFIC, PUBLIC CONVENIENCE AND SAFETY	129
23.	PUBLIC NOTIFICATION	130
24.	CONSTRUCTION LAYOUT AND STAKING	130
SECTION 01100	CONSTRUCTION DETAILS (27 Pages Including Cover)	----
SECTION 01200	PROJECT PLANS (17 sheets, 22" x 34")	----
SECTION 01300	ENCROACHMENT PERMIT DOCUMENTS (8 Pages Including Cover)	----
SECTION 01400	DIVISION OF DRINKING WATER WAIVER RESPONSE LETTERS (18 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 Old Auburn Road, Patton Avenue, and Watson Way Water Main Project no later than August 6, 2019 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 **120** calendar days, beginning ten (10) calendar days after the date on which the notice to proceed ("Notice to Proceed") is sent by the District to the contractor that is awarded a bid for this Project ("Contractor").

The Project consists of all Work described in the Contract Documents and generally consists of furnishing of all labor, materials, tax, equipment and services for the construction and completion of the following work all within the roadways of Old Auburn Road, Patton Avenue, and Watson Way in Citrus Heights. The work to be completed includes, but is not limited to, installing, 1,250 linear feet of 8-inch water main, 50 linear feet of 6-inch water main, three (3) 8-inch gate valves, three (3) 6-inch gate valves, three (3) steamer fire hydrants, one (1) 1" air/vacuum valve, and seventeen (17) 1-inch water services with curb stops.

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

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

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

Complete sets of the Bid Forms must be used in preparing bids. The District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Modifications to or withdrawal of bids may be made by the bidder prior to the bid closing deadline. Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the District in an amount not less than (10%) of

SECTION 00100
NOTICE INVITING BIDS

SECTION 00100
NOTICE INVITING BIDS

the submitted Total Bid Price.

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

A MANDATORY Pre-Bid Conference will be held at **6230 Sylvan Road, Citrus Heights, CA 95611** on the following date(s) and time(s): July 23, 2019 at 9AM. Each and every Bidder MUST attend the Pre-Bid Conference. Bids WILL NOT be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference.

The last day to submit written questions is July 29, 2019 before 5PM. Submission shall be sent via email to Paul Dietrich at pauld@chwd.org. An addendum will be created to address all questions and sent to all attendees of the Mandatory Pre-Bid Conference via email by end-of-day July 31, 2019.

The District's preliminary cost estimate for this Project is \$443,795.00

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

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

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

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

SECTION 00100
NOTICE INVITING BIDS

SECTION 00100
NOTICE INVITING BIDS

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

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

California Class A General Engineering Contractor.

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

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

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

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

END OF NOTICE INVITING BIDS

SECTION 00100
NOTICE INVITING BIDS

SECTION 00200
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

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

2. EXAMINATION OF CONTRACT DOCUMENTS

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

3. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

and received no later than July 29, 2019 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 or content of the Bid or Contract Documents not previously stated in writing.

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

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

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

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

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

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

21. WORKERS COMPENSATION

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

22. RETENTION AND SUBSTITUTION OF SECURITY

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

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: Lund Construction Co.

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

**OLD AUBURN ROAD, PATTON AVENUE, AND WATSON WAY
WATER MAIN PROJECT**

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

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

Bid Item	Description	Quantity	Units	Unit Cost	Price
	Old Auburn Rd Project No. C18-105				
1	Mobilization. (8% Max. of Old Auburn Rd Total)	1	Lump Sum	1,300.00	1,300.00
2	Sheeting, shoring and bracing. (1% Max. of Old Auburn Rd Total)	1	Lump Sum	590.00	590.00
3	Traffic control plan and implementation. (15% Max. of Old Auburn Rd Total)	1	Lump Sum	6,900.00	6,900.00
4	Storm water pollution prevention implementation. (1% Max. of Old Auburn Rd Total)	1	Lump Sum	270.00	270.00
5	Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (60" Max trench depth)	190	Lineal Feet	220.00	41,800.00
6	Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth greater than 60" Max.)	27	Lineal Feet	184.00	4,968.00
7	8" connection to existing 16" water main.	2	Each	4,800.00	9,600.00

**SECTION 00400
BID FORM**

8	8" connection to existing 8" water main.	2	Each	3,160.00	6,320.00
9	Install 8" resilient wedge gate valve.	2	Each	2,500.00	5,000.00
10	6" Max. depth Asphaltic Concrete (AC) paving restoration.	548	Square Feet	13.15	7,206.20
11	4" Max. depth Asphaltic Concrete (AC) paving restoration.	44	Square Feet	10.40	457.60
12	Concrete Restoration.	123	Square Feet	31.00	3,813.00
13	Landscape Restoration.	20	Square Feet	4.00	80.00
14	Roadway Surface Markings and Striping Restoration.	1	Lump Sum	500.00	500.00
Total Cost (Old Auburn Rd C18-105)					88,804.80

Bid Item	Description	Quantity	Units	Unit Cost	Price
	Patton Ave Project No. C19-102				
15	Mobilization. (8% Max. of Patton Ave Total.)	1	Lump Sum	1,300.00	1,300.00
16	Sheeting, shoring and bracing. (1% Max. of Patton Ave Total.)	1	Lump Sum	350.00	350.00
17	Traffic control plan and implementation. (5% Max. of Patton Ave Total.)	1	Lump Sum	600.00	600.00
18	Storm water pollution prevention implementation. (1% Max. of Patton Ave Total.)	1	Lump Sum	500.00	500.00
19	Install 8" CL235 DR 18 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.)	107	Lineal Feet	123.50	13,214.50

**SECTION 00400
BID FORM**

**SECTION 00400
BID FORM**

20	Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	23	Lineal Feet	151.00	3,473.00
21	8" connection to existing 8" water main.	1	Each	3,050.00	3,050.00
22	8" connection to existing 6" water main.	1	Each	4,060.00	4,060.00
23	6" connection to existing 6" water main.	1	Each	3,000.00	3,000.00
24	Install dry barrel steamer fire hydrant.	1	Each	7,600.00	7,600.00
25	Install concrete fire hydrant access pad.	1	Each	190.00	190.00
26	4" Max. depth Asphaltic Concrete (AC) paving restoration.	100	Square Feet	10.40	1,040.00
27	Concrete Restoration.	28	Square Feet	45.00	1,260.00
28	Remove existing steamer fire hydrant.	1	Each	1,160.00	1,160.0
29	Remove existing valve box.	1	Each	1,015.00	1,015.00
Total Cost (Patton Ave C19-102)					41,812.50

Bid Item	Description	Quantity	Units	Unit Cost	Price
	Watson Way Project No. C19-103				
30	Mobilization. (8% Max. of Watson Way Total.)	1	Lump Sum	1,300.00	1,300.00
31	Sheeting, shoring and bracing. (1% Max. of Watson Way Total.)	1	Lump Sum	2,500.00	2,500.00
32	Traffic control plan and implementation. (5% Max. of Watson Way Total.)	1	Lump Sum	6,900.00	6,900.00
33	Storm water pollution prevention implementation. (1% Max. of Watson Way Total.)	1	Lump Sum	650.00	650.00

**SECTION 00400
BID FORM**

**SECTION 00400
BID FORM**

34	Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.)	925	Lineal Feet	123.50	114,237.50
35	Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	27	Lineal Feet	126.00	3,402.00
36	8" connection to existing 8" water main.	1	Each	3,900.00	3,900.00
37	6" connection to existing 6" water main.	1	Each	3,750.00	3,750.00
38	Install 8" resilient wedge gate valve.	1	Each	2,400.00	2,400.00
39	Install 6" resilient wedge gate valve.	3	Each	2,140.00	6,420.00
40	Install dry barrel steamer fire hydrant.	2	Each	7,600.00	15,200.00
41	Install concrete fire hydrant access pad.	2	Each	190.00	380.00
42	Install 1" air/vacuum valve – below ground.	1	Each	2,700.00	2,700.00
43	Install 1" water service with curb stop	17	Each	3,770.00	64,090.00
44	Reconnect 1" water service at main.	5	Each	700.00	3,500.00
45	4" Max. depth Asphaltic Concrete (AC) paving restoration.	6180	Square Feet	10.50	68,890.00
46	Concrete Restoration.	28	Square Feet	45.00	1,260.00
47	Landscape Restoration	600	Square Feet	4.00	2,400.00
48	Remove existing steamer fire hydrant.	2	Each	1,100.00	2,200.00
49	Remove existing valve box.	5	Each	1,000.00	5,000.00
Total Cost (Watson Way C19-103)					307,079.59

Bidders must provide pricing for every bid item.

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

**SECTION 00400
BID FORM**

SECTION 00400
BID FORM

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

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

\$ 437,696.80
Total Bid Price in Numbers

Four Hundred Thirty Seven Thousand Six Hundred Ninety Six Dollars and Eighty Eight Cents
Total Bid Price in Written Form

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

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

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

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 342677, Expiration Date 5/31/20, class of license A-Haz. Bidder certifies that it and all sub-contractors are registered with the Department of Industrial Relations to perform public work, Registration No. 1000005212 (provide DIR for all sub-contractors, separate pages may be attached as needed). If the bidder is a joint venture, each member of the joint venture must include the above information.

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

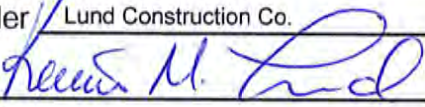
SECTION 00400
BID FORM

**SECTION 00400
BID FORM**

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

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

Name of Bidder Lund Construction Co.

Signature 

Name and Title Kevin M. Lund, Vice President

Dated 08/06/2019

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

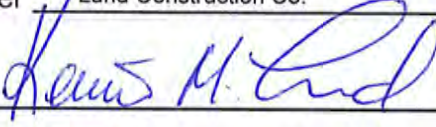
END OF BID FORM

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder Lund Construction Co.

Signature 

Name Kevin M. Lund

Title Vice President

Dated 08/06/2019

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410
BID BOND

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
Principal has submitted the accompanying bid dated August 6th, 2019, for Old Auburn Road, Patton Avenue, and Watson Way 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 5 day of August, 2019, the name
and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal Lund Construction Co.

By Kenneth M. Lund

Title Vice President

Surety Western Surety Company

By Candace Diane Alicea

Attorney-in-Fact

Title

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of December, 2018.



WESTERN SURETY COMPANY

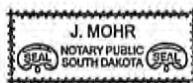
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of December, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5 day of August, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ACKNOWLEDGMENT

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

State of California
County of Sacramento

On August 5, 2019 before me, Maryanne E. Novak, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Maryanne E. Novak (Seal)



SECTION 00410
BID BOND

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
Principal has submitted the accompanying bid dated August 6th, 2019, for Old Auburn Road, Patton Avenue, and Watson Way 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 5 day of August, 2019, the name
and corporate seal of each corporation.

(Corporate Seal)

Contractor/Principal Lund Construction Co.

By [Signature]

Title Vice President

[Signature]

Surety Western Surety Company

By Candace Diane Alicea

Attorney-in-Fact

Title

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of December, 2018.



WESTERN SURETY COMPANY

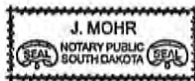
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of December, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5 day of August, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On August 5, 2019 before me, Maryanne E. Novak, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Maryanne E. Novak (Seal)



SECTION 00420
NON-COLLUSION DECLARATION

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of Lund Construction Co., 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 08/06/2019 [date], at North Highlands [city], California [state].



(Signature)
Kevin M. Lund

(Print Name)
Vice President

(Print Title)
08/06/2019

(Date)

END OF NON-COLLUSION DECLARATION

SECTION 00420
NON-COLLUSION DECLARATION

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: Lund Construction Co.
2.0 Type, if Entity: Corporation
3.0 Bidder Address: 5302 Roseville Road, North Highlands, CA 95660

916-338-2725 916-344-5800
Facsimile Number Telephone Number

4.0 How many years has Bidder's organization been in business as a Contractor? 60

5.0 How many years has Bidder's organization been in business under its present name? 60

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

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

6.1 Date of Incorporation: 07/01/1977

6.2 State of Incorporation: California

6.3 President's Name: Jerry A. Lund

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

6.5 Secretary's Name: Kevin M. Lund

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

6.6 Treasurer's Name: Kevin M. Lund

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

7.1 Date of Organization:
N/A

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

N/A

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

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

10.0 What type of work does the Bidder normally perform with its own forces?
Earthwork, grading, wet utilities, dry utilities, joint trench (electric, gas, telephone, cable)

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:

Available Upon Request

14.0 List Bank References (Bank and Branch Address):

Steve Romeo - Central Valley Community Bank

2999 Douglas Blvd, Ste 160, Roseville, CA 95661

Tim Mech - Wells Fargo

1510 Arden Way, Ste 300, Sacramento, CA 95815

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

Western Surety Company

Owen-Dunn / Peter Kitowski

Sacramento, CA

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

B. LIST OF CURRENT PROJECTS (Backlog)

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name/ Phone Number
Gum Ranch Phase 1 & 2 & Joint Trench	Earthwork, Wet Utilities, Joint Trench		\$12.5M	Ed Regan 916-331-4430
Twelve Bridges	Earthwork, Wet Utilities, Joint Trench		\$8.2M	Matt Hogan
Oak Vista	Earthwork, Wet Utilities, Joint Trench		\$3.1M	Matt Hogan
Revere @ Silver Springs	Earthwork, Wet Utilities, Joint Trench		\$3.2M	Blue Mountain
West Street Transmission Main	Main Replacement		\$1.7M	City of Woodland

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
PCWA Rocklin Front Yard Main Relocation	Water main replacement w/ services	20166	\$5.5M	Jeremy Shepard 530-823-2066
Highland Ave & Rosa Vista Ln Water Main Replacement	Water main replacement w/ services	5/2018	\$377,000	Paul Dietrich 916-833-0704
Graham Cir & Circuit Drive Water Main Replacement	Water main replacement w/ services	4/2018	\$498,000	Paul Dietrich 916-833-0704

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

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:

Project Manager / Mark Oliveira / 25%

Superintendent / Randy Jordan / 25%

2. Summarize each person's specialized education:

Construction Management / CSUS (Mark Oliveira)

Operating Engineer (Randy Jordan)

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

Mark Oliveira - 5 years

Randy Jordan - 23 years

4. Summarize such experience:

Various site work and subdivision projects throughout Sacramento Region, including water mains.

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

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

Additional Bidder's Statements:

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

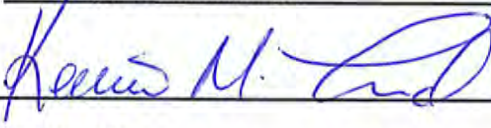
N/A

E. VERIFICATION AND EXECUTION

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

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

Name of Bidder Lund Construction Co.

Signature 

Name Kevin M. Lund

Title Vice President

Dated 08/06/2019

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.

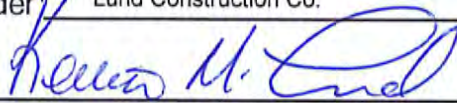
The completed form shall include a Department of Industrial Relations registration number for all subcontractors. Failure to include a registration number may cause the bid to be non-responsive.

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
Paving	Vintage Paving	Winters, CA	12.2%	709237 Lic 1000000609 DIR
Directional Boring	Welco Underground	North Highlands, CA	.06%	959913 Lic 1000011655 DIR

SECTION 00440
LIST OF SUBCONTRACTORS FORM

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

Name of Bidder Lund Construction Co.

Signature 

SECTION 00440
LIST OF SUBCONTRACTORS FORM

Name and Title Kevin M. Lund

Dated 08/06/2019

END OF LIST OF SUBCONTRACTORS FORM

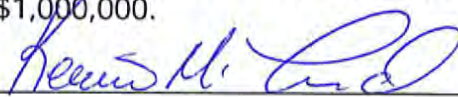
SECTION 00441
IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

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

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

Signed 

Titled Vice President

Firm Lund Construction Co.

Date 08/06/2019

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 _____, 2019, in the County of Sacramento, State of California, by and between the Citrus Heights Water District, hereinafter called District, and Lund Construction Company, 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:

Old Auburn Road, Patton Avenue, and Watson Way Water Main Project

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

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

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Four Hundred Thirty Seven Thousand Six Hundred Ninety Six and Eighty Cents (\$437,696.80), 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 does not affect the District's rights to other damages or remedies specified in the Contract Documents or allowed by law.

SECTION 00500

CONTRACT

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

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

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

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

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

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

SECTION 00500

CONTRACT

SECTION 00500

CONTRACT

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

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

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

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

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

SECTION 00500

CONTRACT

SECTION 00500
CONTRACT

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

CONTRACTOR	CITRUS HEIGHTS WATER DISTRICT
By _____	By _____
Name and Title: _____	Name and Title: <u>Hilary M. Straus, General Manager</u>
License No. 342677	
DIR Registration No. 1000005212	

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

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)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SECTION 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

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

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

SECTION 00620
PAYMENT BOND

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s)
☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SECTION 00700
GENERAL CONDITIONS

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

SECTION 00700
GENERAL CONDITIONS

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

ARTICLE 2. CONTRACT DOCUMENTS

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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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

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

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

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

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

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

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

- 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

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

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

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

ARTICLE 39. INSURANCE

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

SECTION 00700
GENERAL CONDITIONS

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

- a. Additional Insureds; Waiver of Subrogation; Primary and Non-Contributory. The District, its elected officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation Endorsement in favor of those parties. Contractor shall provide Primary and Non-Contributory wording in favor of those parties.
- b. Workers' Compensation Insurance. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents. Such coverage shall include a Waiver of Subrogation Endorsement in favor of the District.
- c. Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

- d. Commercial General Liability Insurance. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than five million dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
- i. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
 - ii. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
 - iii. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
 - iv. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

- v. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- e. Automobile Liability Insurance. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, two million dollars (\$2,000,000.00) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the District. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor shall provide an Automobile Additional Insured Endorsement to the District.
- f. Builder's Risk/Installation Floater ["All Risk"]
 - i. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk/Installation Floater ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to All Risks in an amount to cover 100% of the replacement cost. The District accepts no responsibility for the Work until the Work is formally accepted by the District. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
 - ii. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and District, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by District.
 - iii. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing;

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

(3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to District to ensure adequacy and sublimit.

iv. In addition, the policy shall meet the following requirements:

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

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

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

notice will be delivered in accordance with the policy provisions; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District its directors, officials, officers, employees, agents and volunteers.

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

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

SECTION 00700
GENERAL CONDITIONS

limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed within the Contract Time, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the then-current Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District 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;

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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

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

ARTICLE 43. MOBILIZATION

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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

- 6) Arranging for and erection of Contractor's work and storage yard.
- 7) Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
- 8) Full-time presence of Contractor's superintendent at the job site as required herein.
- 9) Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 44. PAYMENTS

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments. District will, within forty-five (45) days after receipt of an undisputed and properly submitted application for payment, pay the Contractor the amount so approved.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law or unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), the final payment of five percent (5%) of the value of the Work, if unencumbered, 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 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

Section 8132, 8132, 8136 and 8138. Prior to final payment by the District, the Contractor shall submit a final conditional waiver of lien for the Contractor's work, together with unconditional releases of lien from any subcontractor or materialmen.

ARTICLE 45. PAYMENTS WITHHELD AND BACKCHARGES

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

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

SECTION 00700
GENERAL CONDITIONS

the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

- 2) Contractor shall promptly execute changes in the Work as directed in writing by the District even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the District, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract 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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.

- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
- (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
 - (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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

documentation of the costs, including but not limited to payroll records, invoices and such other information as District may reasonably request.

- ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the subcontractor's Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5%) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional markup will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein, of the party that performs the Work.
- 9) All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings: field drawings, Shop Drawings, 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,

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

ARTICLE 47. OCCUPANCY

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

ARTICLE 48. INDEMNIFICATION

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

ARTICLE 49. RECORD ("AS BUILT") DRAWINGS

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

SECTION 00700
GENERAL CONDITIONS

- 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 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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

- 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 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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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.
 - 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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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 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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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, 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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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.
 - 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.

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

- 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.
- 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

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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:
 - 1) Obtain for District all warranties that would be given in normal commercial practice or that are required in the Contract Documents;

SECTION 00700
GENERAL CONDITIONS

SECTION 00700
GENERAL CONDITIONS

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

SECTION 00700
GENERAL CONDITIONS

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

SECTION 00700
GENERAL CONDITIONS

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. 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.

SECTION 00700
GENERAL CONDITIONS

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

SP – 4 DAMAGE TO PAVEMENT AND CONCRETE

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

END OF SPECIAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

SECTION 00900
GENERAL SPECIFICATIONS

OLD AUBURN ROAD, PATTON AVENUE, AND WATSON WAY
WATER MAIN PROJECT C18-105, C19-102, AND C19-103

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

1. SCOPE OF WORK

The work shall include installing:

- 217 lineal feet of 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)
- 925 lineal feet of 8" Class 305 DR 14 PVC Pipe
- 107 lineal feet of 8" Class 235 DR 18 PVC Pipe
- 35 lineal feet of 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)

The work shall also include installing:

- Three (3) 8" resilient wedge gate valves
- Three (3) 6" resilient wedge gate valves

The work shall also include installing:

- Three (3) Steamer Fire Hydrants

The work shall also include installing:

- One (1) 1" air/vacuum valve
- Seventeen (17) 1" water services with curb stops

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

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

2. DISTRICT FURNISHED ITEMS

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

SECTION 00900
GENERAL SPECIFICATIONS

the District at no cost to the Contractor.

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

3. CONTRACTOR FURNISHED ITEMS

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

4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

Bid Items 1 and 15 and 30, Mobilization: Includes obtaining a temporary discharge permit as required. Includes preparatory work and operations, including, but not limited to, that necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all work site offices, buildings, and other facilities necessary for the Project; and for all other work and operations which must be performed, including costs incurred, prior to beginning work on the various contract items at the work site.

The bid item for mobilization shall be no more than eight percent (8%) of the total contract

SECTION 00900
GENERAL SPECIFICATIONS

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 16 and 31, Sheeting, Shoring and Bracing: Consists of providing sheeting, shoring and bracing for below-grade excavations as is necessary to provide a safe work environment for the workers. The Contractor shall be responsible for the proper application of sheeting, shoring, and bracing as required at any trench depth. Furthermore, the Contractor shall comply with all requests by the District Inspector for applying of sheeting, shoring, and bracing at any trench depth.

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

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

Bid Items 3 and 17 and 32, 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 for Patton Avenue and Watson Way, and no more than fifteen percent (15%) of the total contract amount for Old Auburn Road. 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

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

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 Items 4 and 18 and 33, Storm Water Pollution Prevention Implementation:

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

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

Bid Item 5, Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth 60" Max.):

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 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, Construction Detail "TREN_712" and "TREN_713CH"*.

Bid Item 6, Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth Greater Than 60" Max.):

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

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

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

Bid Item 19, Install 8" CL235 DR 18 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth 60" Max.):

Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 8" CL235 DR 18 AWWA C900-07 Polyvinylchloride (PVC) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

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

Bid Items 34, Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth 60" Max.):

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

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

Bid Items 20 and 35, Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth 60" Max.):

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

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

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

Bid Item 7, 8" Connection to Existing 16" Water Main: Includes connecting newly constructed 8" water main to existing 16" water main as indicated on the Project Plan. Includes installing all materials and fittings, 16" x 8" Stainless Steel hot tapping tee, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Old Auburn Rd, Sheet 4, Note 2.

Bid Items 8 and 21 and 36, 8" Connection to Existing 8" Water Main: Includes connecting newly constructed 8" water main to existing 8" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Old Auburn Rd, Sheet 4, Note 3 and Note 6.

See Project Plans for Patton Ave, Sheet 4, Note 2.

See Project Plans for Watson Way, Sheet 4, Note 2.

See Project Plans for Watson Way, Sheet 6, Note 2.

Bid Item 22, 8" Connection to Existing 6" Water Main: Includes connecting newly constructed 8" water main to existing 6" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Patton Ave, Sheet 4, Note 3.

Bid Item 23 and 37, 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

SECTION 00900
GENERAL SPECIFICATIONS

appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Patton Ave, Sheet 4, Note 4.

See Project Plans for Watson Way, Sheet 5, Note 3.

Bid Items 9 and 38, 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, Construction Detail "VB_811".

Bid Item 39, Install 6" Resilient Wedge Gate Valve: Includes installing a 6" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See CONSTRUCTION DETAILS, Construction Detail "VB_811".

Bid Items 24 and 40, Install Dry Barrel Steamer Fire Hydrant: Includes installing a dry barrel steamer fire hydrant. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, thrust block, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price, complete. Fire hydrant lateral piping to be installed and invoiced per the appropriate bid item.

See CONSTRUCTION DETAILS, Construction Detail "FH_612".

Bid Items 25 and 41, Install Concrete Fire Hydrant Access Pad: Includes installation of a concrete fire hydrant access pad only at locations as indicated on the Project Plans. Payment shall be at the contract price per each unit, complete.

See CONSTRUCTION DETAILS, Construction Detail "FH_683".

Bid Item 42, Install 1" Air/Vacuum Valve – Below Ground: Includes the installation of a 1" Type K hard copper water service and 1" inch air/vacuum valve below ground. Installation to be by open-cut trenching to achieve proper grade. Includes reinforced concrete pad and protective enclosure. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, non-detectable locator tape, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price per each unit, complete.

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

Bid Item 43, Install 1" Water Service with Curb Stop: Includes the installation of a 1" polyethylene water service as specified by directional boring. Includes installation of a 1" curb stop and connecting to customer's existing 1" meter setter at the existing meter box

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

with all brass fittings as required. Includes excavating and reinstalling the existing meter box to proper grade with new 2" x 6" pressure treated Douglas Fir supports and replacing the ¾" clean crushed rock. Includes cutting, capping, and abandoning the existing water service. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, and excavation, non-detectable locator tape, #10 insulated copper locator wire, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

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

Bid Item 44, Reconnect 1" Water Service at Main: Includes the reconnection of an existing 1" copper service at the location of the new water main as specified by excavating. Includes construction saw cutting and removal of existing paving, potholing, and excavation, locator tape, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS, Construction Detail "WS_109CU", Detail TREN_721", and "TREN_723CH"*.

Bid Item 10, 6" Min. Depth (or Match Existing) 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 6" minimum depth (or match existing) (installed in 2" maximum lifts) in accordance with Section 14 "Restoration of Surfaces" and Section 23 "Asphalt Concrete" of the County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right-of-way. Sand Seal Coat used for surface restoration shall comply with Section 14-3.03 "Seal Coats" of the County of Sacramento Standard Construction Specifications. Includes replacement of pavement striping, lettering, and reflective buttons, disturbed during the project and as directed by the Inspector.

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

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

The contract unit price paid per square foot for 6" minimum depth (or match existing) Asphaltic Concrete (AC) Paving Restoration with standard grind width on both sides shall include compensation for all labor, materials, tools, equipment and incidentals and for

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

doing all work involved in 6" minimum depth (or match existing) Asphaltic Concrete Paving Restoration above the trench zone, including Sand Seal Coat, including all pavement striping, lettering, and reflective buttons, complete in place, as shown on the plans, as specified in these specifications, and as directed by the District Inspector. Payment shall be based upon the quantity of paving restoration, not the quantity of sand seal coat.

Note: This Bid Item applies Od Auburn Road.

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

Bid Items 11 and 26 and 45, 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 Section 14 "Restoration of Surfaces" and Section 23 "Asphalt Concrete" of the County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right -of-way. Sand Seal Coat used for surface restoration shall comply with Section 14-3.03 "Seal Coats" of the County of Sacramento Standard Construction Specifications. Includes replacement of pavement striping, lettering, and reflective buttons, disturbed during the project and as directed by the Inspector.

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

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

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

Note: This Bid Item applies to Patton Avenue and Watson Way.

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

See *CONSTRUCTION DETAILS, Construction Details "TREN _713CH" and "TREN _723CH"*.

Bid Items 12 and 27 and 46, Concrete Restoration: This work includes construction and finish saw cutting, removal, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. The replaced curb, gutter and sidewalk shall be constructed in conformance with County of Sacramento Standard Construction Specifications Plan 4-30, and Section 27 "Curbs, Gutters, Sidewalks, and Drainage Structures" of the County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside City right of way.

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

See *SPECIAL PROVISIONS, Concrete Restoration*.

Bid Items 13 and 47, Landscape Restoration – Lawn or Planter Area: This work consists of restoring customer's lawn or planter area to its original or better condition prior to water installation. Includes sod removal and replacement or reinstallation, grading, mulching, irrigation and sprinkler systems, and a general site cleanup. Payment shall be at the contract price per each unit, complete.

See *SPECIAL PROVISIONS, Landscape Restoration*.

Bid Item 14, Roadway Surface Markings and Striping Restoration: This work includes restoration of all pavement markings and reflective buttons disturbed during the project and as directed by the Inspector in like-kind condition.

The contract lump sum price paid for Roadway Surface Markings and Striping Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in Roadway Surface Markings and Striping Restoration, including all pavement striping, lettering, and reflective buttons, complete in place, as shown on the plans, as specified in these specifications, or as directed by the District Inspector.

Bid Items 28 and 48, Remove Existing Steamer Fire Hydrant: Includes removal of an existing steamer fire hydrant. Includes cutting the steamer fire hydrant 24" minimum below ground and plugging the abandoned barrel with concrete. Removal of any valve box or riser shall be invoiced with the bid item for "Remove Valve Box." Includes proper disposal of the steamer fire hydrant. Includes potholing during excavation, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

Bid Items 29 and 49, Remove Existing Valve Box: Includes removing and disposing of an existing water main valve box and cutting the existing access riser 12-inches minimum below grade. Includes $\frac{3}{4}$ " aggregate base backfill, mechanical compaction to 95%, and temporary paving. Payment shall be at the contract unit price, complete.

See Project Plans for Patton Ave, Sheet 4, Note 9.

See Project Plans for Watson Way, Sheet 4, Note 11.

See Project Plans for Watson Way, Sheet 5, Note 8.

See Project Plans for Watson Way, Sheet 6, Note 11.

SECTION 00900
GENERAL SPECIFICATIONS

5. ORDER OF WORK

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

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

6. BACTERIOLOGICAL TESTING PROCEDURE AND TIMETABLE

Before project construction begins:

SECTION 00900
GENERAL SPECIFICATIONS

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

During project:

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

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

---24-hour notification period---

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

7. EXCAVATION AND POTHOLING

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

SECTION 00900
GENERAL SPECIFICATIONS

sizes, location, and depths of such underground utilities. If a utility is damaged, the Contractor shall contact the utility company immediately for repair. The Contractor shall pay all costs for such repair if said damage is determined to be the responsibility of the Contractor. The Contractor shall receive no additional compensation for removing and reinstalling any pipe or appurtenances due to a lack of proper advance potholing.

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

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

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

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

8. REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

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

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

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

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 deducted by the District from retention monies due the Contractor.

SECTION 00900
GENERAL SPECIFICATIONS

10. MATERIAL SUBMITTALS

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

Submittal List

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

11. VARIATIONS FROM PLANS AND SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS

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

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

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

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

SECTION 00900
GENERAL SPECIFICATIONS

SECTION 00900
GENERAL SPECIFICATIONS

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.

SECTION 00900
GENERAL SPECIFICATIONS

17. PRE-CONSTRUCTION CONFERENCE

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

18. PROJECT MEETINGS

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

19. CONSTRUCTION SCHEDULE

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

20. EMERGENT MATTERS AFTER HOURS

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

21. EMERGENCY CONTACT AND CONTRACTOR RESPONSE

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

SECTION 00900
GENERAL SPECIFICATIONS

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

22. TRENCH AND EXCAVATION COMPETENT PERSON ASSIGNMENT AND RESPONSIBILITIES

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

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**

**OLD AUBURN ROAD, PATTON AVENUE, AND WATSON WAY
WATER MAIN PROJECT C18-105, C19-102, AND C19-103**

1. Traffic Control Requirements

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

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

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

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

LANE CLOSURES: Two lane traffic, one in each direction, will be required at all times during work on Fair Oaks Boulevard and Oak Avenue and shall follow the MUTCD and City of Citrus Heights requirements. Night work may be used to allow for one lane only and shall be included in the appropriate bid item.

Night work will only be an acceptable alternative for the northern water main crossing of Fair Oaks Boulevard and for the crossing of Oak Avenue at Quiet Oak Lane. Night work cost for these crossings should be factored into the bid amount. No other night work is allowed on this project.

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

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

**SECTION 01000
SPECIAL PROVISIONS**

SECTION 01000
SPECIAL PROVISIONS

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

4. Storage of Equipment and Materials

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

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

5. Minimum Cover

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

6. Backfill, Compaction, and Compaction Testing

Lawn, Planter, and Other Non-traffic Locations: Backfill around service piping, valves and fittings shall be #2 washed sand to a minimum of 3" below and 9" above. Backfill around water mains and service saddles shall be #2 washed sand to a minimum of 6" below and 12" above. Remaining backfill shall be 100% $\frac{3}{4}$ " 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.

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

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 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

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

place until the condition of the backfill is suitable for permanent resurfacing. Thickness of the temporary paving shall be one and one-half inches (1-½") unless otherwise shown on the Project Plans. Temporary paving shall be maintained at the same elevation as the existing surrounding surfaces until the permanent surfacing is placed. Temporary paving shall be placed using a hand powered compaction device.

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

9. Service Valve Locations and Meter Installations

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

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

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

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

10. Connection to Existing Services

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

The Contractor shall connect to existing services using the appropriate adapter, bushing or reducer. When connecting to existing galvanized services the Contractor shall use only the Smith-Blair 411 metal couplings or equal as approved by the District. No Flow-Control

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

PVC Schedule 40 couplings shall be allowed for connecting to any type of existing service. Note that the existing service size is not necessarily the same size as the meter setter and/or meter being installed. No direct metal connection shall exist between customer and District lines. No polyvinylchloride (PVC) pipe and fittings shall be used on the District side of the meter.

11. Flushing Service Lines

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

12. Bronze Service Saddles

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

13. Corporation Stops and Ball Valves

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

14. Brass Fittings

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

15. Compression Couplings

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

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

PVC Pipe used in the course of this Project for domestic service reconnections shall be a minimum of Schedule 40. All PVC fittings shall be Schedule 80. When connecting to

SECTION 01000
SPECIAL PROVISIONS

existing galvanized services the Contactor shall use only the Smith-Blair 411 metal couplings or equal as approved by the District. No Flow-Control PVC Schedule 40 couplings shall be allowed for connecting to any type of existing service.

Approved plastic pipe cement shall be WET 'R DRY PVC 2725 Blue. Medium Bodied.

Approved plastic pipe primer shall be WET 'R DRY PVC P-75 Aqua Blue Primer used to connect the pipe and fittings.

17. Resilient Wedge Gate Valves

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

The valve shall have a 250 psig working pressure.

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

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

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

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

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

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

18. Chlorination and Flushing

The Contractor shall use a licensed Chlorination Specialist for the process of introducing a chlorine solution into the new water system. Said specialist shall maintain an Active

SECTION 01000
SPECIAL PROVISIONS

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.

19. Sprinklers

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

20. Concrete Restoration

◆ **Materials**

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

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

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

SECTION 01000
SPECIAL PROVISIONS

**SECTION 01000
SPECIAL PROVISIONS**

◆ **Installation**

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

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

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

◆ **Saw-cutting**

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

◆ **Placement**

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

◆ **Vandalism**

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

21. Landscape Restoration

Landscape restoration work shall be performed by the Contractor. If the Contractor is unable to satisfactorily restore the landscaping, a Landscape Contractor shall be retained.

**SECTION 01000
SPECIAL PROVISIONS**

SECTION 01000
SPECIAL PROVISIONS

The Landscape Contractor to be used shall be provided in Exhibit A, List of Subcontractors if work exceeds one percent (1.00%) of total amount of bid.

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

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

◆ **Sod Removal and Replacement**

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

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

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

◆ **Ground Cover Removal and Replacement**

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

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

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

◆ **Shrub Removal and Replacement**

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

◆ **Pruning**

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

◆ **Grading**

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

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

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

◆ **Mulching**

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

◆ **Weed Retardant Fabric Replacement**

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

◆ **Cleanup**

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

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

◆ **Guarantee and Replacement**

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

22. Maintaining Traffic, Public Convenience and Safety

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

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

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

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

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

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

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

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

23. Public Notification

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

24. Construction Layout and Staking

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

- Offset stakes will be provided at 50 foot intervals along waterline, grade breaks and two stakes will be placed at each waterline angle point along the route. Offset stakes will provide centerline of the water main and cut elevation to flowline of pipe.
- Staking Waterline Tees or Service Laterals
- Staking Water Meters or other waterline appurtenances

The following staking items will not be provided by the District:

- Staking Saw Cut Line

SECTION 01000
SPECIAL PROVISIONS

- 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.
- 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.

SECTION 01000
SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

Full compensation for coordinating construction layout and staking with the District Inspector and the District's staking agents shall be considered as included in the various contract items of work and no additional payment will be allowed therefor.

END OF SPECIAL PROVISIONS

SECTION 01000
SPECIAL PROVISIONS

SECTION 01100
CONSTRUCTION DETAILS

OLD AUBURN ROAD, PATTON AVENUE, AND WATSON WAY
WATER MAIN PROJECT C18-105, C19-102, AND C19-103

The following Construction Details pertain to Citrus Heights Water District's Old Auburn Road, Patton Avenue, and Watson Way Water Main Project C18-105, C19-102, C19-103:

Detail HP_001	Hydrostatic Pressure Testing
Detail TB_001	Concrete Thrust Block Details
Detail AV_412	1 Air/Vacuum Valve – Below Ground
Detail FH_612	Fire Hydrant – 6" Connection (Street Side)
Detail FH_683	Fire Hydrant Access Pad
Detail TREN_712	4" Through 12" Trench Detail – Shoulder – City of Citrus Heights
Detail TREN_713CH	4" Through 12" Trench Detail – Pavement – City of Citrus Heights
Detail TREN_721	Service Line Trench Detail – Native
Detail TREN_723CH	Service Line Trench Detail – Pavement – City of Citrus Heights
Detail TREN_782	Sewer/Storm Crossing Detail
Detail TREN_783	Sewer/Storm Parallel Detail
Detail VB_810	Water Main Valve Box – Landscape
Detail VB_811	Water Main Valve Box – Street/Driveway
Detail WS_108PE	1" Polyethylene Water Service
Detail WS_109CU	1" Copper Water Service Saddle Replacement
Detail WS_290	2" Construction Water Service
Detail SWPPP_100	Storm Drain Inlet Protection – Filter Bag Installation
Detail SWPPP_101	Storm Drain Inlet Protection – Curb Inlet Installation
Detail SWPPP_102	Storm Drain Inlet Protection – Sediment Trap
Detail SWPPP_103	Storm Drain Inlet Protection – Area Inlet Installation
Detail SWPPP_110	Temporary Fiber Roll
Detail SWPPP_111	Temporary Cover Stockpile Installation
Detail SWPPP_115	Temporary Silt Fence
Detail SWPPP_120	Temporary Construction Entrance
Detail SWPPP_125	Storm Drain Inlet Protection – Concrete Washout Facility – Sign

SECTION 01100
CONSTRUCTION DETAILS

MAKEUP WATER ALLOWANCES (GALLONS PER HOUR PER 1000')			
PVC		DIP	
SIZE OF PIPE	LEAKAGE ALLOWANCE	SIZE OF PIPE	LEAKAGE ALLOWANCE
4"	0.36	4"	0.36
6"	0.54	6"	0.54
8"	0.72	8"	0.72
10"	0.89	10"	0.89
12"	1.02	12"	1.07
		14"	1.25
		16"	1.43
		18"	1.61
		24"	2.15

NOTES:

1. THE CONTRACTOR SHALL PRESSURIZE ALL NEW FACILITIES INDEPENDENT OF THE EXISTING SYSTEM. CITRUS HEIGHTS WATER DISTRICT ASSUMES NO LIABILITY FOR THE SAFETY OF CONTRACTOR PERSONNEL.
2. THE CONTRACTOR IS RESPONSIBLE FOR A SUCCESSFUL PRE-TEST OF THE FACILITIES.
3. THE DISTRICT INSPECTOR SHALL WITNESS THE HYDROSTATIC PRESSURE TEST UPON REQUEST OF THE CONTRACTOR.
4. PRESSURE SHALL BE REDUCED TO 60 PSI MAXIMUM AND RAISED TO TEST PRESSURE IN THE PRESENCE OF THE DISTRICT INSPECTOR.
5. HYDROSTATIC TEST PRESSURE SHALL BE 150 PSI. A DROP IN PRESSURE OF GREATER THAN 5 PSI AND/OR EXCEEDING THE MAKEUP WATER ALLOWANCE SHALL VOID THE TEST.
6. THE HYDROSTATIC PRESSURE TEST SHALL BE 2-HOURS IN DURATION.

MAKEUP WATER ALLOWANCE TABLE REFERENCES:
PVC: ANSI/AWWA C605-05, PG 24, TABLE 2.
DIP: ANSI/ AWWA C600-05, PG 27, TABLE 5A.



**CITRUS
HEIGHTS
WATER
DISTRICT**

HYDROSTATIC PRESSURE TESTING

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

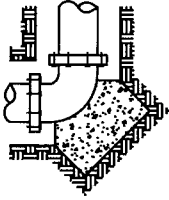
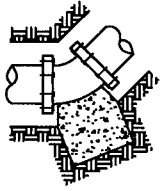
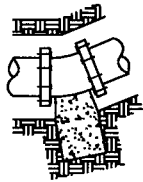
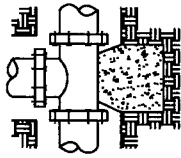
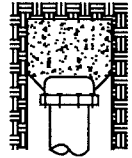
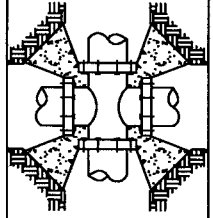
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MINIMUM REQUIRED BEARING AREA - TOTAL SQUARE FEET							
TYPE OF FITTING		90° BEND	45° BEND	11 1/4° OR 22 1/2° BEND	TEE OR DEAD END	END OF LINE	CROSS
TYPICAL INSTALLATION							
SIZE OF PIPE	4"	4	2	1	2	3	4
	6"	4	2	1	3	3	4
	8"	7	4	2	5	5	7
	10"	12	6	3	8	8	12
	12"	16	10	5	12	11	16

NOTES:

1. CONCRETE THRUST BLOCKS SHALL BE CONSTRUCTED OF TYPE II SIX-SACK PORTLAND CEMENT.
2. AREAS GIVEN ARE FOR CL235 DR 18 AWWA C900-07 PVC, CL305 DR 14 AWWA C900-07 PVC, AND PC350 DIP AT TEST PRESSURE OF 150 P.S.I. IN SOIL WITH MINIMUM 2,000 P.S.F. BEARING CAPACITY. INSTALLATIONS USING DIFFERENT PIPE, TEST PRESSURES, AND/OR SOIL TYPES REQUIRE ADJUSTMENT OF BEARING AREAS ACCORDINGLY.
3. CONCRETE THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED SOIL.
4. PIPE, JOINTS, AND BOLTS SHALL BE KEPT CLEAR OF CEMENTITIOUS MATERIALS.
5. TRANSPORTING OR USE OF CONCRETE FOR THRUST BLOCKS IN NON-MIXING TRUCKS OR TRAILERS (BUGGIES) IS NOT PERMITTED.
6. THRUST BLOCKS ARE REQUIRED AT EVERY BEND, TEE, END, AND CROSS ON PIPELINES AND AS DEEMED NECESSARY BY THE DISTRICT INSPECTOR.
7. KEY-IN FROM THE VERTICAL WALL OF TRENCH SHALL BE A MINIMUM OF 8" INTO UNDISTURBED SOIL AND SHALL BE INSPECTED BY CHWD PRIOR TO POURING CONCRETE.
8. CONCRETE THRUST BLOCKS SHALL BE ALLOWED TO CURE FOR A MINIMUM OF 24-HOURS PRIOR TO ANY PRESSURE LOADING OR TRENCH BACKFILLING.



**CITRUS
HEIGHTS
WATER
DISTRICT**

CONCRETE THRUST BLOCK DETAILS

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumley

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED:

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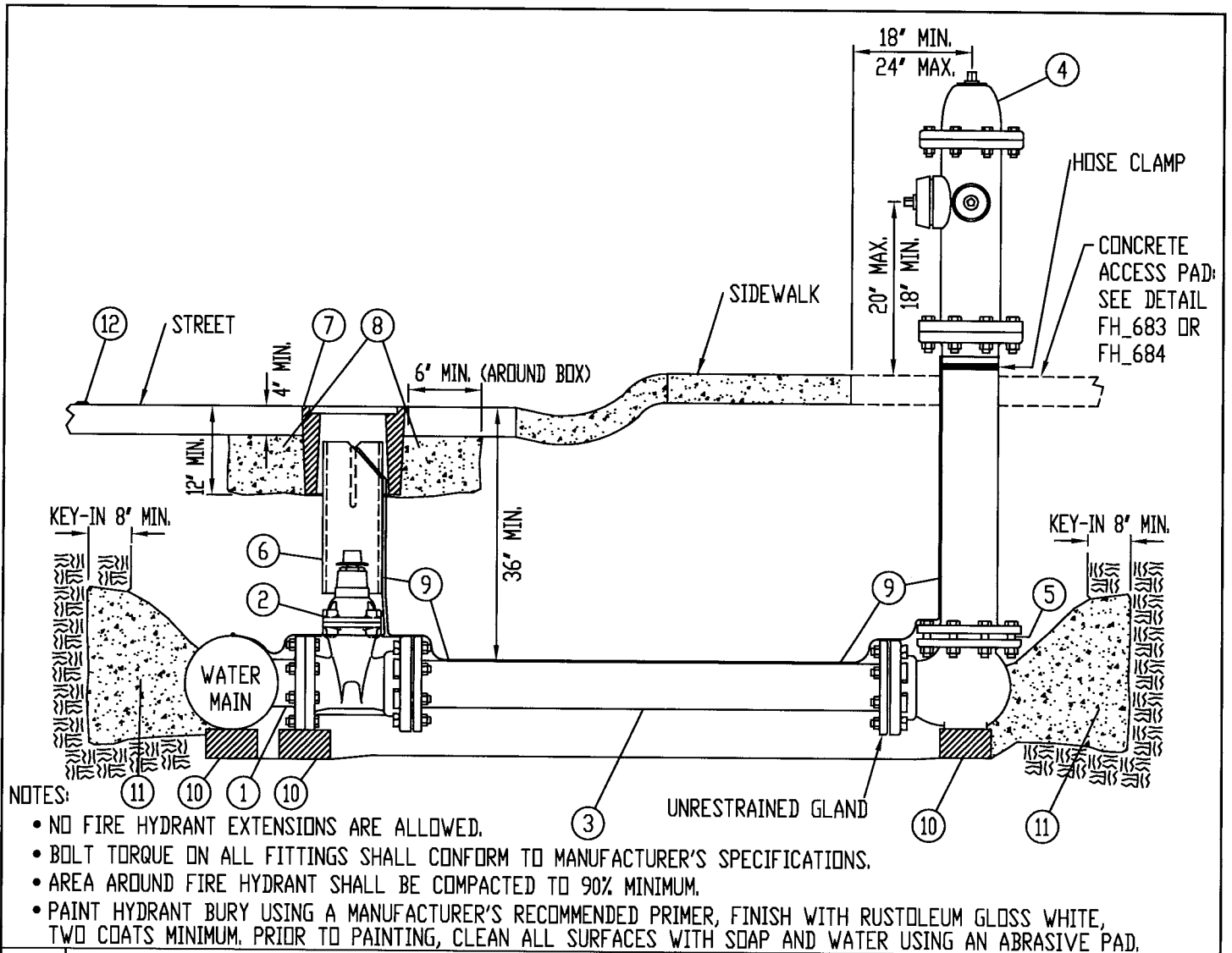
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AV 412



1	TEE - DUCTILE IRON - FLANGED OUTLET	7	VALVE BOX/LID - MARKED "WATER", OLDCASTLE PRECAST NO. G04 BOX, G04C LID
2	6" GATE VALVE - RESILIENT WEDGE - FLANGED TO TEE x MECHANICAL JOINT	8	CONCRETE ENCASMENT AROUND VALVE BOX - TYPE II SIX-SACK PORTLAND CEMENT - SEE DETAIL VB_811
3	6" DUCTILE IRON PIPE - PC350	9	#10 INSULATED COPPER LOCATOR WIRE
4	STEAMER FIRE HYDRANT - MUELLER A-423 OR AMERICAN DARLING B84B - MINIMUM 48" BURY, MECHANICAL JOINT INLET, SHALL BE FACTORY WHITE.	10	CONCRETE BRICK - 2 1/4" x 3 3/4" x 7 1/2"
5	BRASS PLUGS SHALL BE INSTALLED IN DRAIN HOLES IN SHOE.	11	CONCRETE THRUST BLOCK - SEE DETAIL TB_001
6	8" RISER - SDR35 ONLY, CONTINUOUS SECTION	12	BLUE REFLECTIVE MARKER - INSTALLED PER SACRAMENTO METROPOLITAN FIRE DISTRICT SPECIFICATIONS



**CITRUS
HEIGHTS
WATER
DISTRICT**

FIRE HYDRANT - 6" CONNECTION (STREET SIDE)

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE: 5/8/13

CITRUS HEIGHTS WATER DISTRICT

DETAIL FOR CONSTRUCTION IN:

SACRAMENTO METRO FIRE DISTRICT

DRAWN: 8 MAY 2013

REVISED:

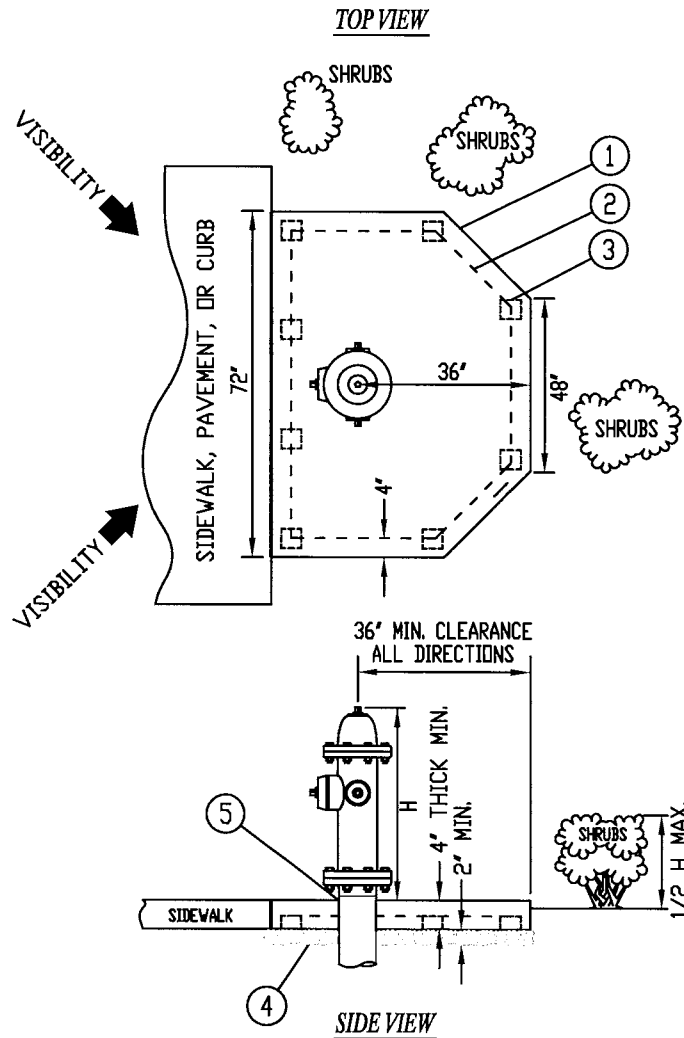
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NOTES:

- CONCRETE PAD TO BE POURED INDEPENDENT OF OTHER CONCRETE WORK.
- CONTACT CITRUS HEIGHTS WATER DISTRICT FOR REBAR INSPECTION PRIOR TO POURING CONCRETE. (916) 725-6873
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.
- REINFORCED CONCRETE PAD SHALL BE FINISHED WITH AN EDGING TOOL AROUND THE ENTIRE PERIMETER AND BROOMED AT RIGHT ANGLES TO THE DIRECTION OF TRAVEL.
- PAINT FIRE HYDRANT USING A RUSTOLEUM RECOMMENDED PRIMER, FINISH WITH RUSTOLEUM GLOSS WHITE, TWO COATS MINIMUM. PRIOR TO PAINTING, CLEAN ALL SURFACES WITH SOAP AND WATER USING AN ABRASIVE PAD.

1	REINFORCED CONCRETE PAD - TYPE II SIX-SACK PORTLAND CEMENT	4	3/4" CLASS 2 AGGREGATE BASE - 2" MINIMUM, MECHANICALLY COMPACTED TO 90%
2	3/8" (#3) REBAR - 2" INSIDE PERIMETER	5	ASPHALT SATURATED ORGANIC FELT (ROOFING PAPER) - ASTM 30, 2 LAYERS AROUND FIRE HYDRANT
3	CONCRETE DOBIE w/ WIRE		



**CITRUS
HEIGHTS
WATER
DISTRICT**

FIRE HYDRANT ACCESS PAD

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

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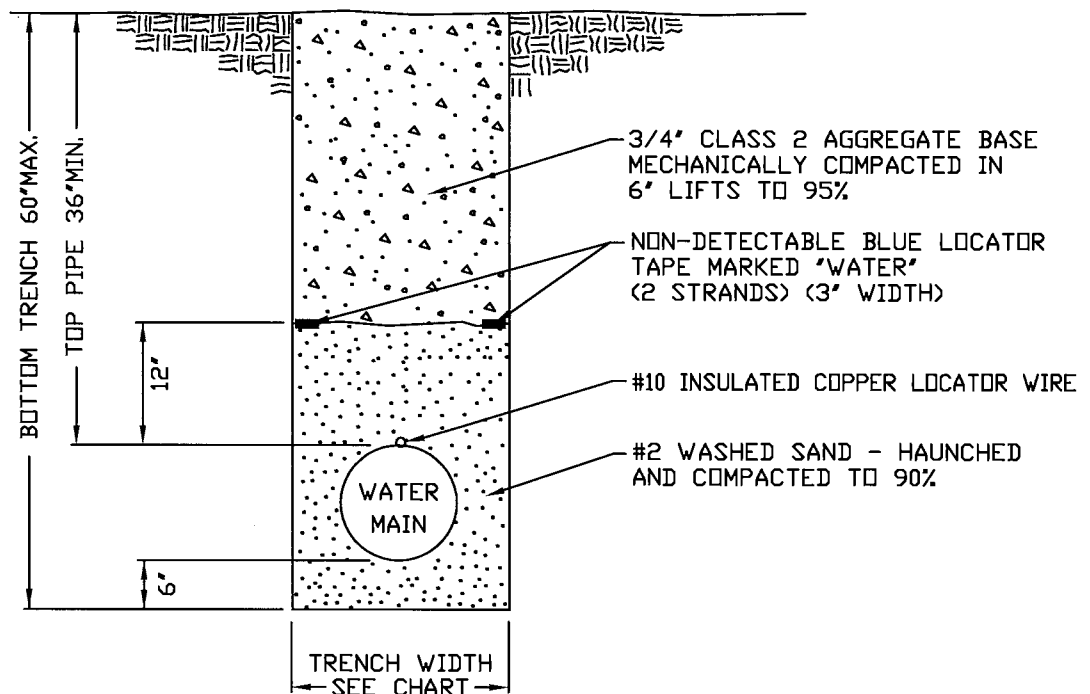
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FH_683



MAIN DIAMETER	MINIMUM TRENCH WIDTH
4"	18"
6"	24"
8"	24"
10"	30"
12"	30"



**CITRUS
HEIGHTS
WATER
DISTRICT**

4" THROUGH 12" TRENCH DETAIL - SHOULDER

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumbe

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

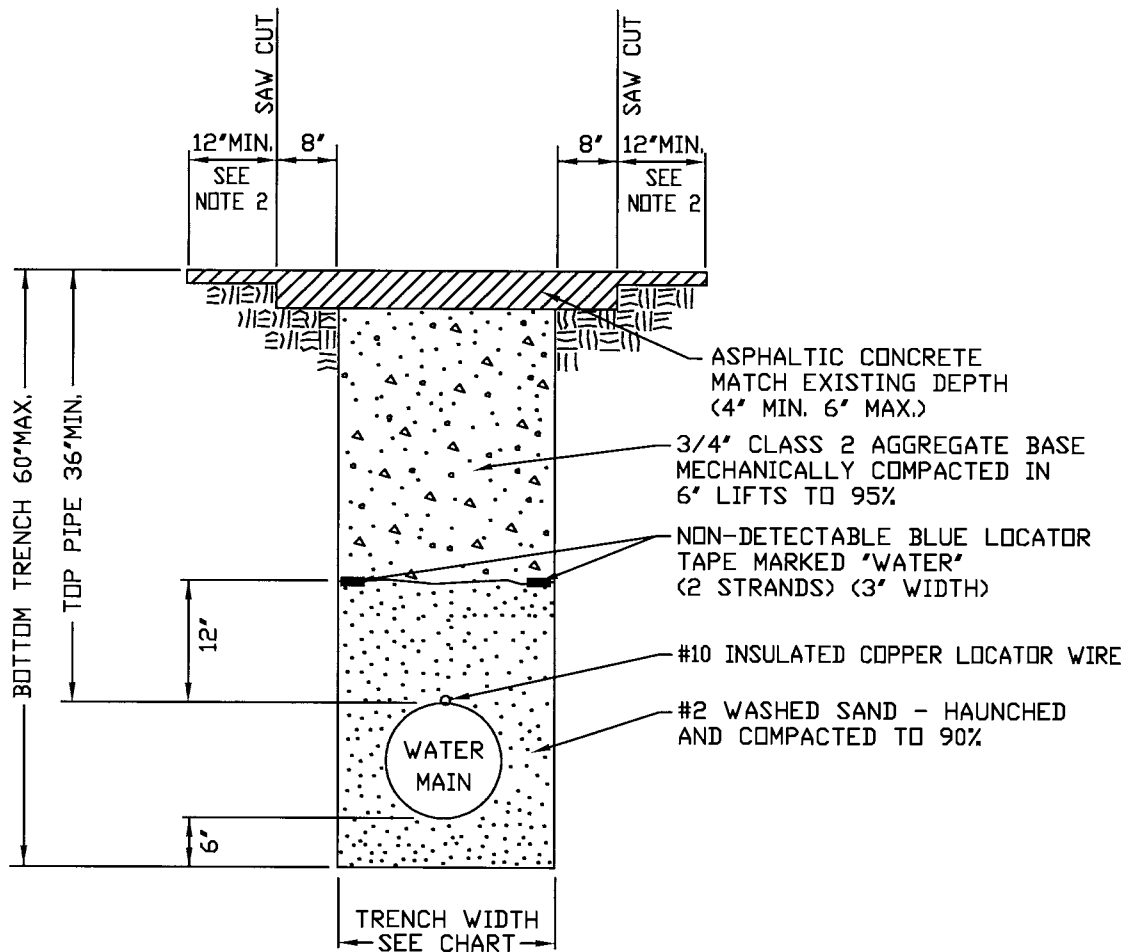
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TREN_712



NOTES:

1. NO PAVEMENT CUTS OR TRENCHES ARE ALLOWED IN PAVEMENT LESS THAN THREE YEARS OLD, UNLESS APPROVED BY THE CITY OF CITRUS HEIGHTS.
2. 1 1/2" DEEP GRINDING AND PAVING. GRIND TO LIP OF GUTTER, LANE LINE, OR CENTER OF TRAFFIC LANE, BUT 12" MINIMUM WIDTH.
3. SEAL COAT TREATMENT SHALL BE APPLIED AT LOCATIONS SPECIFIED, AS SHOWN ON THE PLANS OR AS DIRECTED BY THE CITY OF CITRUS HEIGHTS.

MAIN DIAMETER	MINIMUM TRENCH WIDTH
4"	18"
6"	24"
8"	24"
10"	30"
12"	30"



**CITRUS
HEIGHTS
WATER
DISTRICT**

4" THROUGH 12" TRENCH DETAIL - PAVEMENT

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Churchill*

CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013

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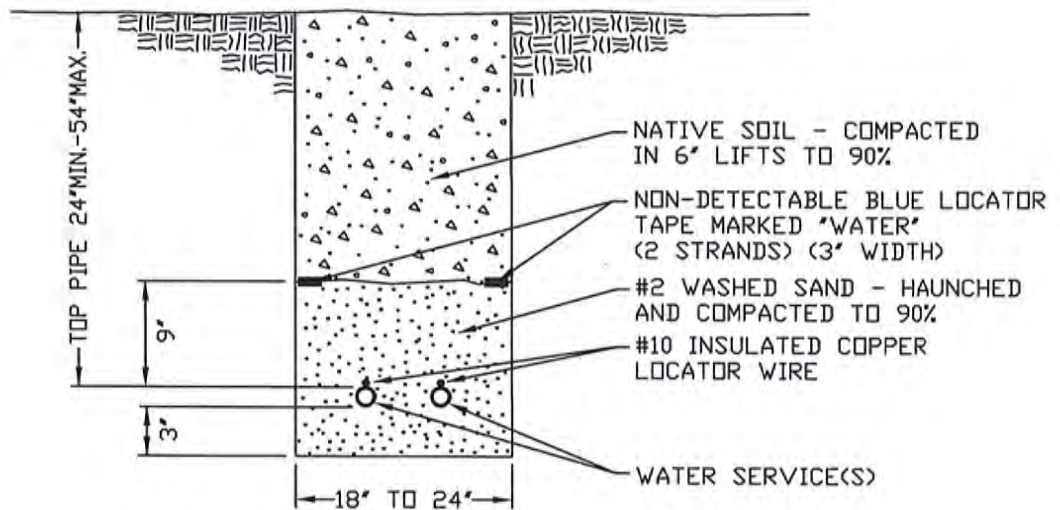
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FOR CONSTRUCTION IN THE CITY OF CITRUS HEIGHTS

TREN_713CH



SERVICE LINE TRENCH DETAIL - NATIVE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Melissa Pieri

DATE:

4/19/17

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 19 APRIL 2017

REVISED:

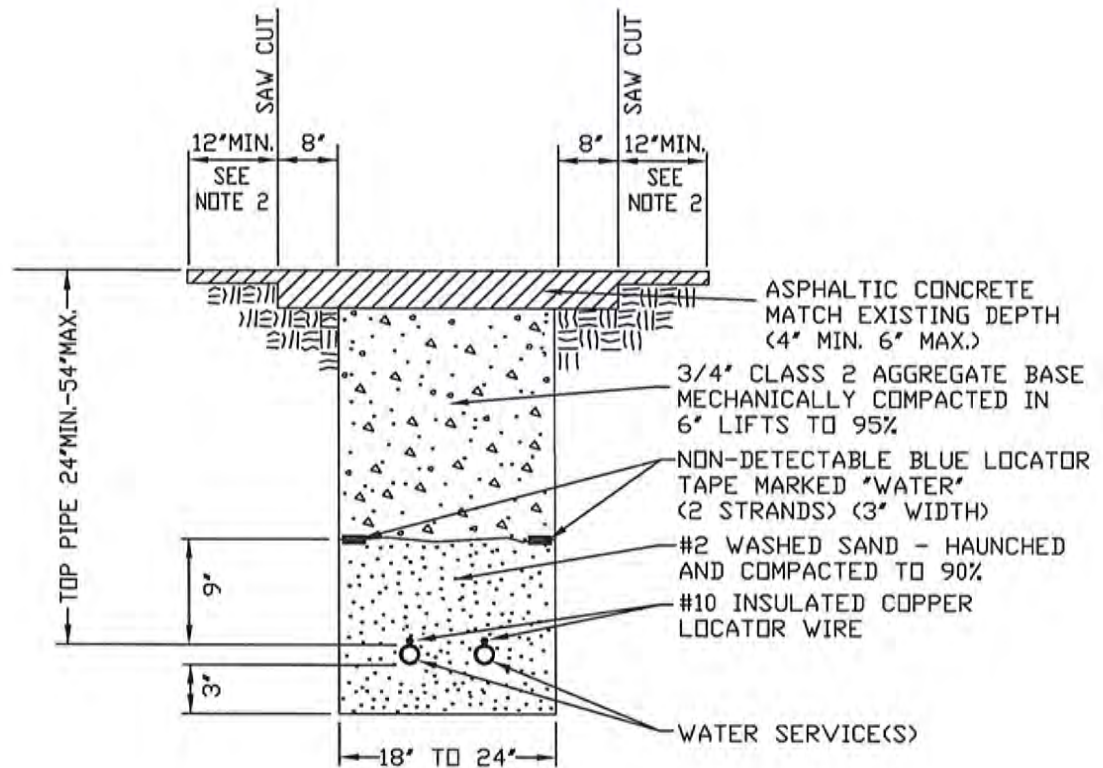
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TREN_721



NOTES:

1. NO PAVEMENT CUTS OR TRENCHES ARE ALLOWED IN PAVEMENT LESS THAN THREE YEARS OLD, UNLESS APPROVED BY THE CITY OF CITRUS HEIGHTS.
2. 1 1/2\"
3. SLURRY SEAL COAT TREATMENT SHALL BE APPLIED AT LOCATIONS SPECIFIED, AS SHOWN ON THE PLANS OR AS DIRECTED BY THE CITY OF CITRUS HEIGHTS.



SERVICE LINE TRENCH DETAIL - PAVEMENT

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Melina Pieri

DATE:

4/19/17

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 19 APRIL 2017

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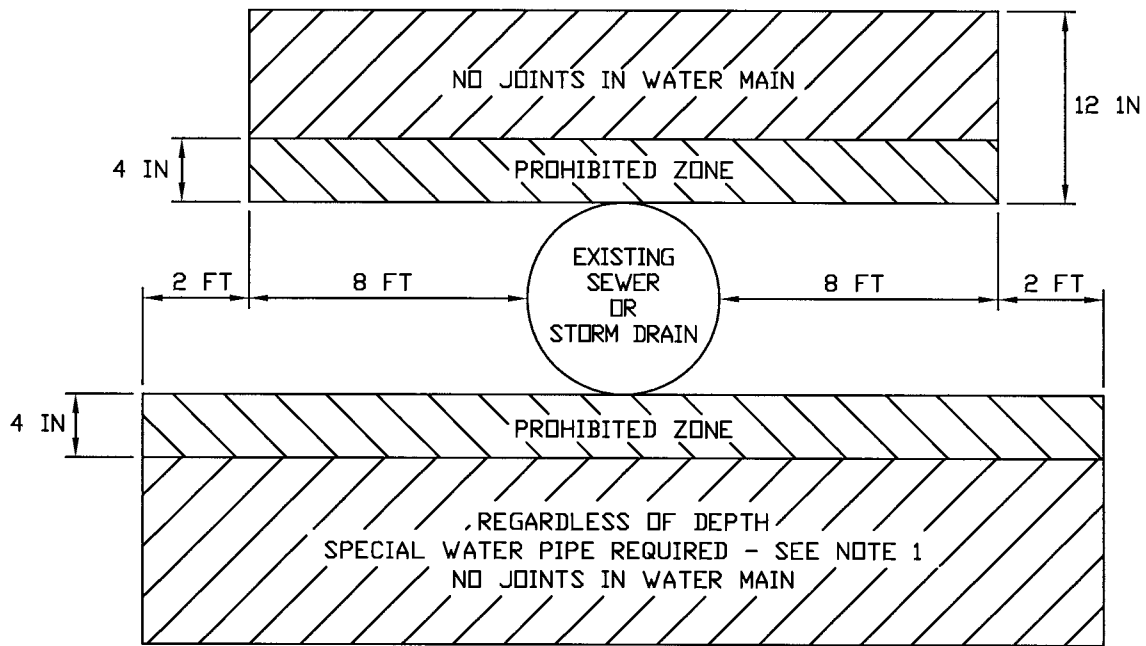
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FOR CONSTRUCTION IN THE CITY OF CITRUS HEIGHTS

TREN_723CH



NOTE:

1. AN 18 FOOT LENGTH OF PC350 DUCTILE IRON PIPE (DIP) OR A 20 FOOT LENGTH OF CL305 OR 14 AWWA C900-07 POLYVINYLCHLORIDE (PVC) WATER MAIN TO BE CENTERED BELOW SEWER OR STORM DRAIN CROSSINGS.



SEWER/STORM CROSSING DETAIL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumley

CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013

REVISED:

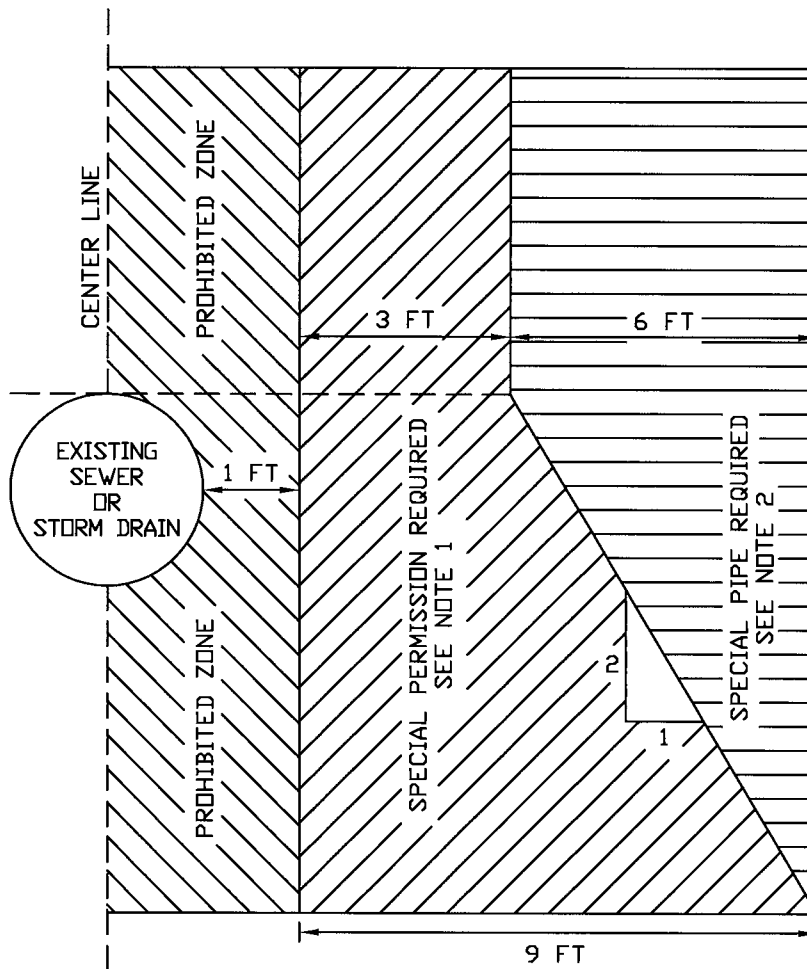
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TREN_782



NOTES:

1. NO WATER MAINS PARALLEL TO SEWERS OR STORM DRAINS SHALL BE CONSTRUCTED IN THIS ZONE WITHOUT PRIOR WRITTEN APPROVAL FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH.
2. WATER MAINS IN THIS ZONE SHALL BE CONSTRUCTED OF PC350 DUCTILE IRON PIPE (DIP) OR CL305 OR 14 AWWA C900-07 POLYVINYLCHLORIDE (PVC).



**CITRUS
HEIGHTS
WATER
DISTRICT**

SEWER/STORM PARALLEL DETAIL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chubb

DATE: 5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

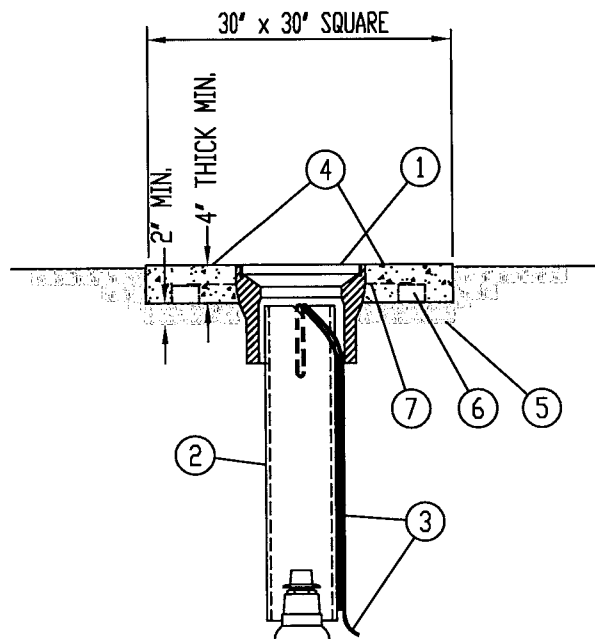
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NOTES:

- RISER SHALL BE PLUMB.
- VALVE OPERATING NUT SHALL BE CENTERED IN THE RISER AND FULLY ACCESSIBLE.
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.
- CONTACT CITRUS HEIGHTS WATER DISTRICT FOR REBAR INSPECTION PRIOR TO POURING CONCRETE. (916) 725-6873
- REINFORCED CONCRETE PAD SHALL BE FINISHED WITH AN EDGING TOOL AROUND THE ENTIRE PERIMETER AND BROOMED AT RIGHT ANGLES TO THE DIRECTION OF TRAVEL.
- TRIANGULAR LID SHALL POINT IN THE DIRECTION OF THE MAIN WHICH IS ISOLATED BY THE VALVE.

1	VALVE BOX/LID - MARKED "WATER", OLDCASTLE PRECAST NO. G04 BOX, G04C LID	5	3/4" CLASS 2 AGGREGATE BASE - 2" MINIMUM, MECHANICALLY COMPACTED TO 90%
2	8" RISER - SDR35 ONLY, CONTINUOUS SECTION	6	CONCRETE DOBIE w/ WIRE
3	#10 INSULATED COPPER LOCATOR WIRE	7	3/8" (#3) REBAR - 2" INSIDE PERIMETER
4	REINFORCED CONCRETE PAD - 4" THICK x 30' SQUARE, TYPE II SIX-SACK PORTLAND CEMENT		



**CITRUS
HEIGHTS
WATER
DISTRICT**

WATER MAIN VALVE BOX - LANDSCAPE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE: 5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

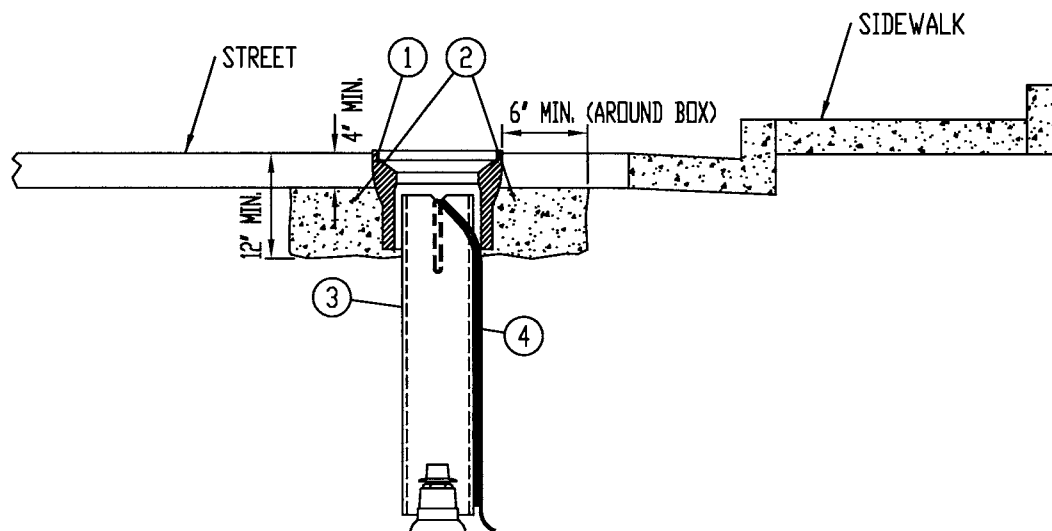
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: VB_810.DWG

PAGE:

VB_810



NOTES:

- RISER SHALL BE PLUMB.
- VALVE OPERATING NUT SHALL BE CENTERED IN THE RISER AND FULLY ACCESSIBLE.
- MATERIAL BELOW CONCRETE ENCASEMENT SHALL BE COMPACTED TO 95% MINIMUM.
- CONCRETE ENCASEMENT SHALL BE ALLOWED TO CURE 24 HOURS MINIMUM PRIOR TO FINISH PAVING.
- TRIANGULAR LID SHALL POINT IN THE DIRECTION OF THE MAIN WHICH IS ISOLATED BY THE VALVE.

1	VALVE BOX/LID - MARKED 'WATER', OLDCASTLE PRECAST NO. G04 BOX, G04C LID
2	CONCRETE ENCASEMENT AROUND VALVE BOX - TYPE II SIX-SACK PORTLAND CEMENT
3	8" RISER - SDR35 ONLY, CONTINUOUS SECTION
4	#10 INSULATED COPPER LOCATOR WIRE



**CITRUS
HEIGHTS
WATER
DISTRICT**

WATER MAIN VALVE BOX - STREET/DRIVEWAY

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013

REVISED:

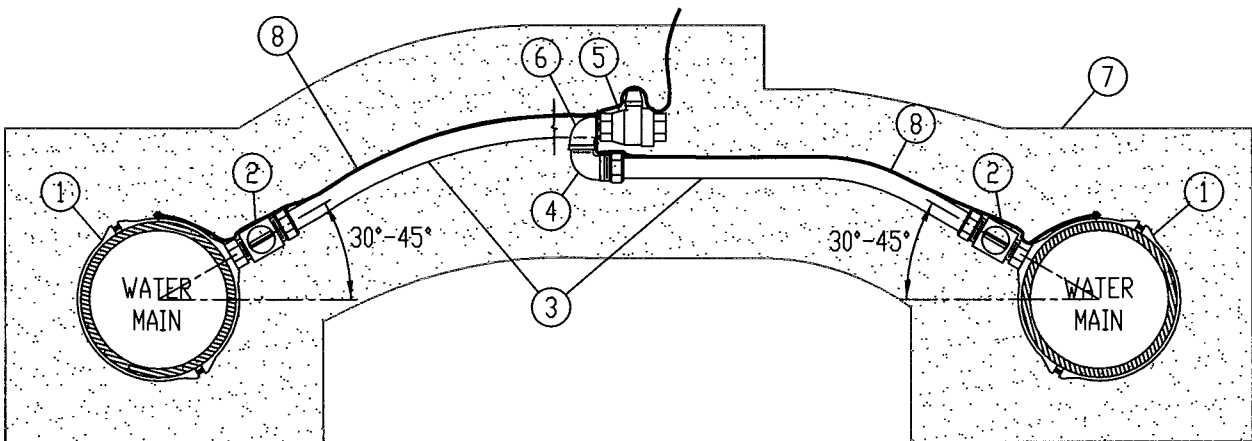
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: VB_811.DWG

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VB_811



1	1" BRONZE SADDLE - IPT	5	1" VALVE - FULL-PORT BALL, FIP x FIP or CTS x FIP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52)
2	1" CORPORATION STOP - FULL-PORT BALL, MIP x CTS COMP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52)	6	1" BRASS STREET ELBOW
3	1" POLYETHYLENE TUBING - CTS ENDOPORE PE-4710 SODR 9 (250 PSI) OR EQUAL	7	#2 WASHED SAND COMPACTED TO 90%
4	1" BRASS STREET ELBOW - CTS COMP x MIP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52)	8	#10 INSULATED COPPER LOCATOR WIRE (INSTALL INTO EXISTING METER BOX)



**CITRUS
HEIGHTS
WATER
DISTRICT**

1" POLYETHYLENE WATER SERVICE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE:

9/25/14

DRAWN: 25 SEP 2014

REVISED:

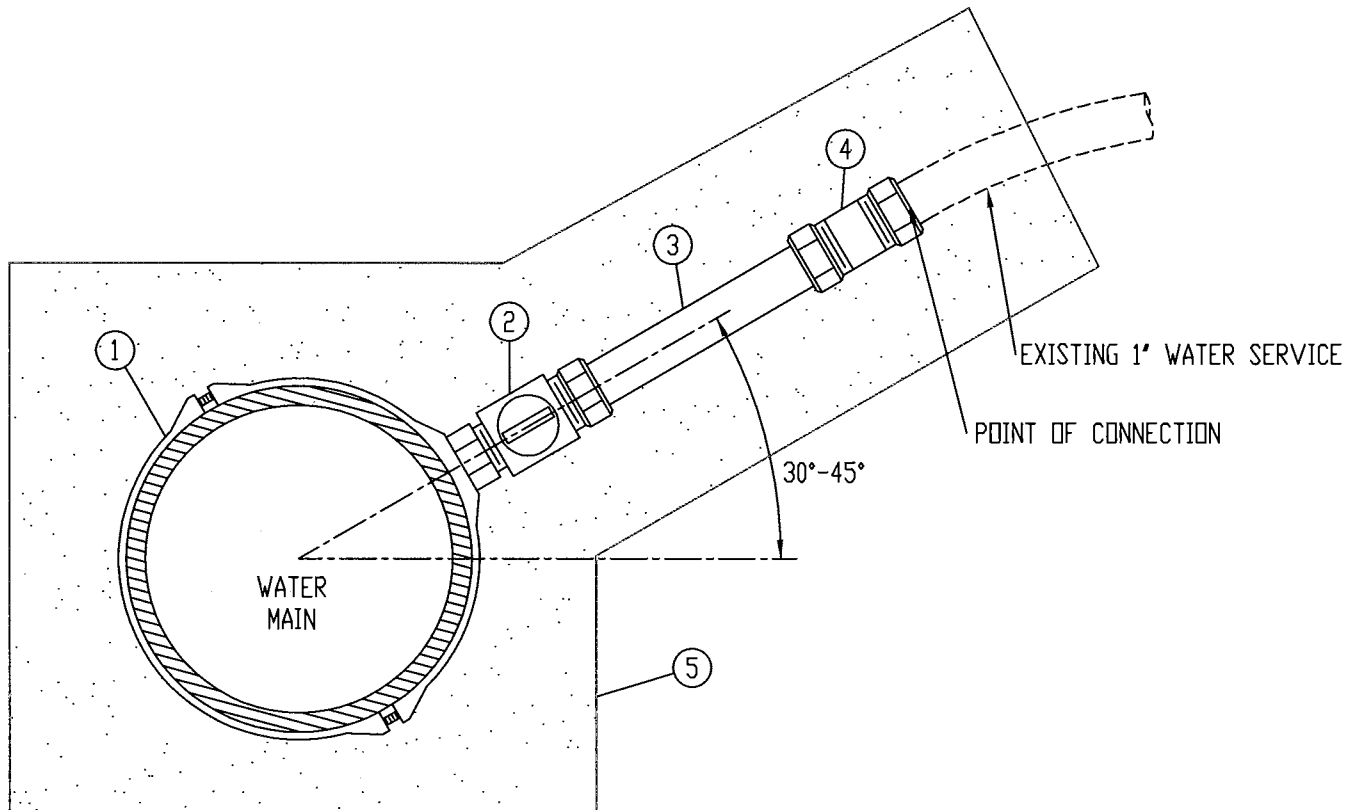
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: WS_108PE.DWG

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WS_108PE



1	1" BRONZE SADDLE - IPT	4	1" BRASS COUPLING AS REQUIRED TO CONNECT TO EXISTING 1" WATER SERVICE
2	1" CORPORATION STOP - FULL-PORT BALL, MIP xCTS COMP		
3	1" COPPER TUBING - TYPE K SOFT	5	#2 WASHED SAND COMPACTED TO 90%



**CITRUS
HEIGHTS
WATER
DISTRICT**

1" COPPER WATER SERVICE SADDLE REPLACEMENT

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE: 9/25/14

DRAWN: 25 SEP 2014

REVISED:

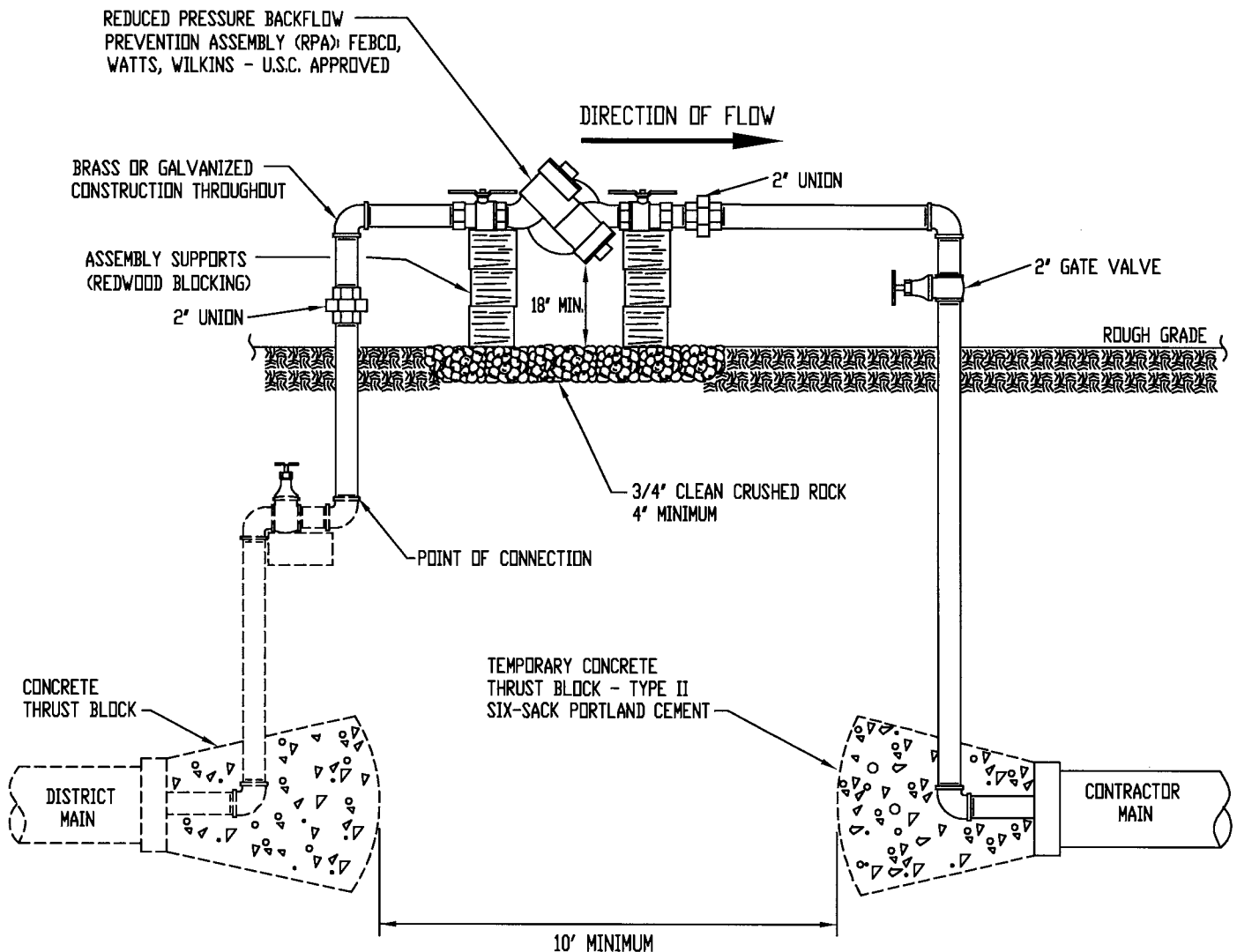
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DESIGN: P.A.D.

CAD FILE: WS_109CU.DWG

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WS_109CU



NOTES:

1. WATER SHALL ONLY BE DRAWN INTO THE CONTRACTOR'S MAIN THROUGH A DISTRICT-APPROVED RPA TYPE BACKFLOW PREVENTION ASSEMBLY. PRIOR TO CONNECTION TO THE DISTRICT WATER MAIN, THE ASSEMBLY MUST BE TESTED BY A SACRAMENTO COUNTY CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER AND WRITTEN TEST RESULTS PROVIDED TO THE DISTRICT.
2. FINAL COMPONENTS NECESSARY FOR THE TIE-IN SHALL BE PRE-CHLORINATED AND FLUSHED IN THE PRESENCE OF A DISTRICT INSPECTOR.
3. ABOVE-GROUND CONSTRUCTION WATER SERVICE SHALL BE SAFE-GUARDED WITH BARRICADES.
4. THE CONTRACTOR MAY CONNECT TO A DISTRICT FIRE HYDRANT INSTEAD OF A DISTRICT WATER MAIN AT THE SOLE DISCRETION OF THE INSPECTOR.



**CITRUS
HEIGHTS
WATER
DISTRICT**

2" CONSTRUCTION WATER SERVICE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED:

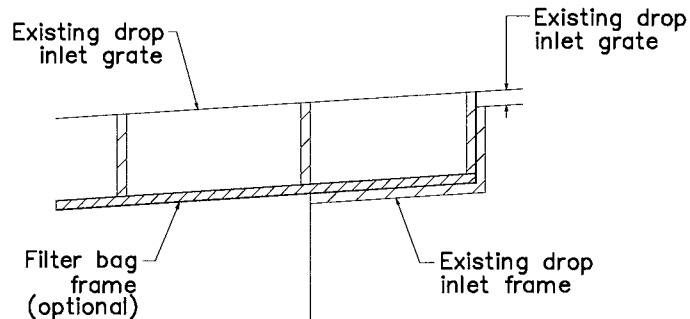
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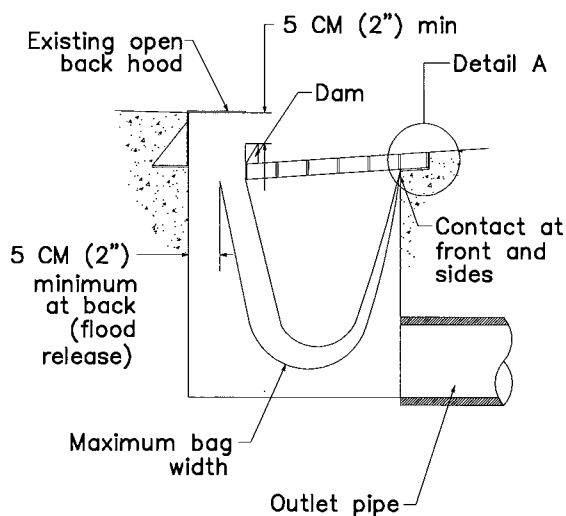
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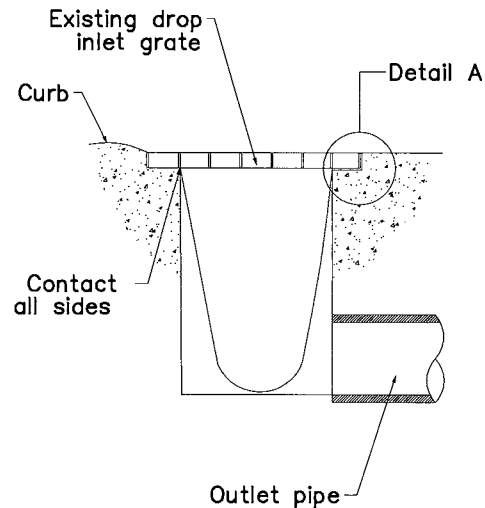
WS_290



DETAIL A



PLACEMENT AT CURB INLETS



PLACEMENT AT AREA INLETS



**CITRUS
HEIGHTS
WATER
DISTRICT**

STORM DRAIN INLET PROTECTION FILTER BAG INSTALLATION

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chmielewski

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED: NONE

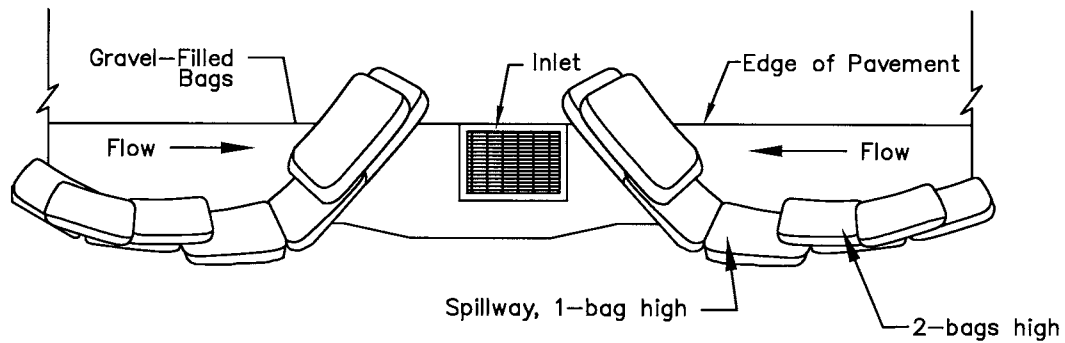
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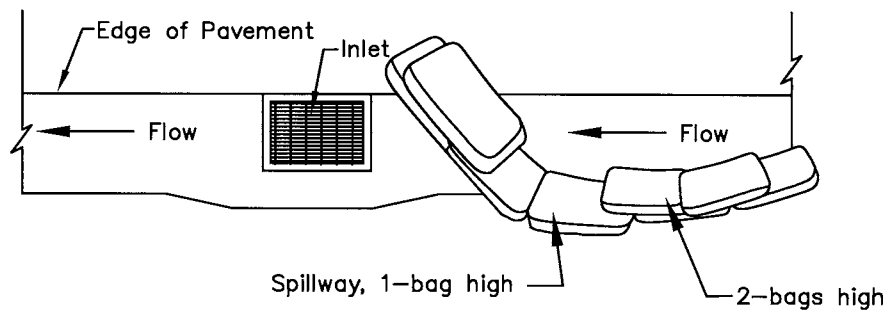
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SWPPP_100



TYPICAL PROTECTION FOR INLET ON SUMP



TYPICAL PROTECTION FOR INLET ON GRADE

NOTES:

1. Intended for short-term use.
2. Use to inhibit non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed
5. Not applicable without filter fabric in areas with high silts and clays.



**CITRUS
HEIGHTS
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**STORM DRAIN INLET PROTECTION
CURB INLET INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

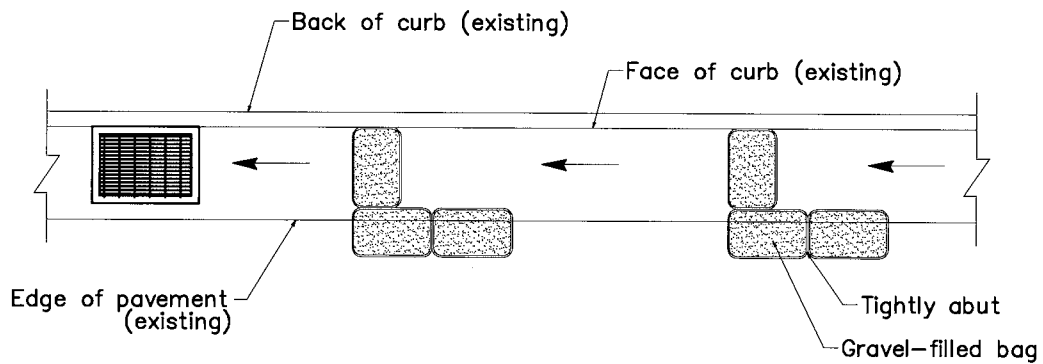
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DESIGN: P.A.D.

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SWPPP_101



EXISTING CURB DRAIN SEDIMENT TRAP



**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
SEDIMENT TRAP**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumley

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

SCALE: N.T.S.

DESIGN: P.A.D.

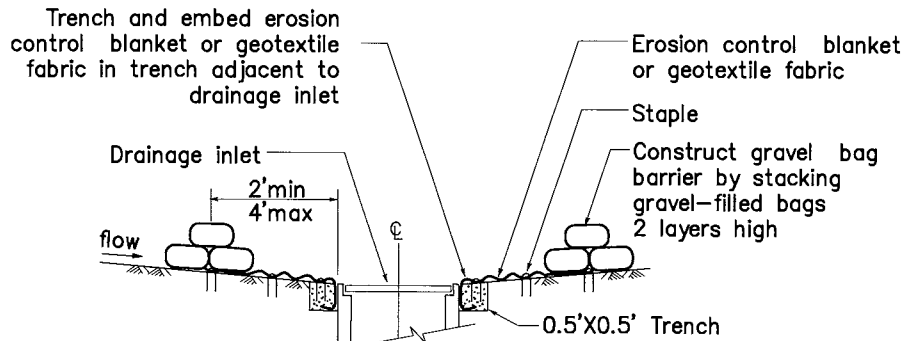
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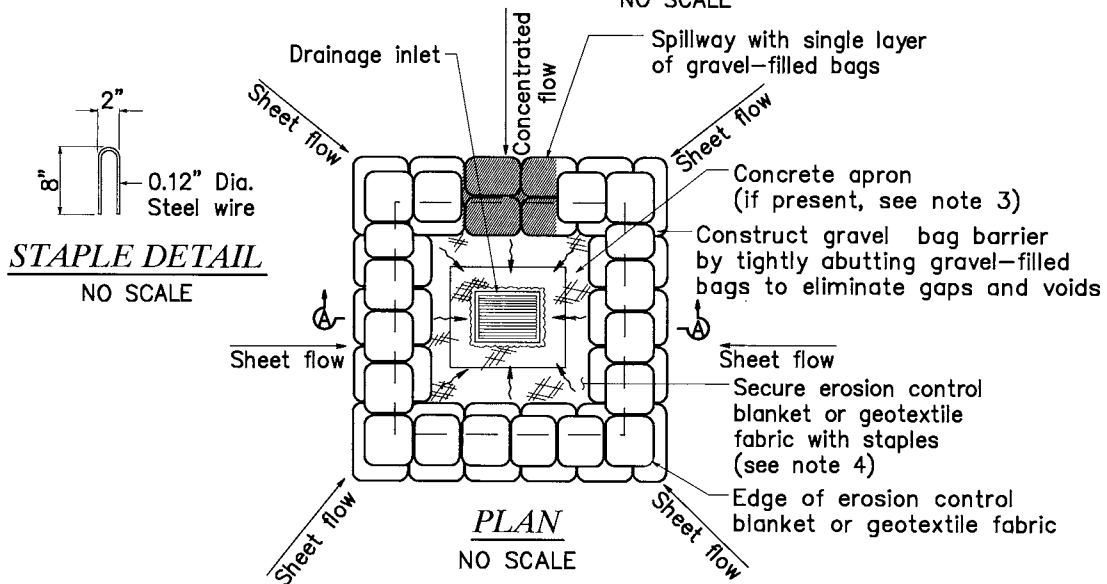
SWPPP_102

NOTES:

1. Dimensions may vary to fit field conditions.
2. Install a minimum of 3 gravel bag barriers upstream of each drainage inlet to be protected.
3. Position erosion control blanket or geotextile fabric at edge of concrete apron and secure in trench.
4. Erosion control blanket/geotextile fabric is not required if the area adjacent to the drainage inlet is vegetated or paved.



SECTION A-A
NO SCALE



STAPLE DETAIL
NO SCALE

PLAN
NO SCALE



**CITRUS
HEIGHTS
WATER
DISTRICT**

STORM DRAIN INLET PROTECTION AREA INLET INSTALLATION

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED: NONE

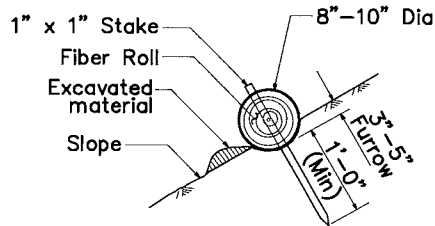
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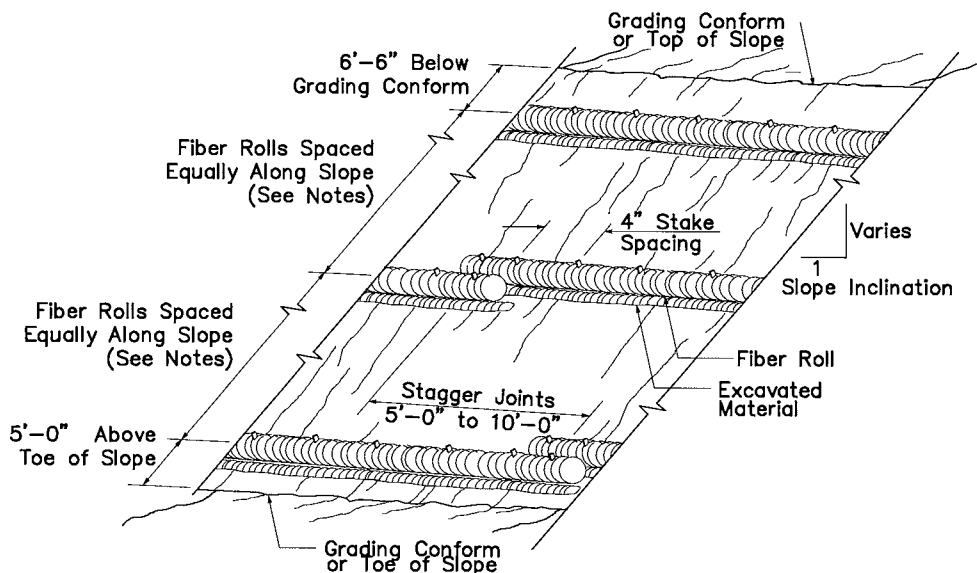
SWPPP_103



SECTION
TEMPORARY FIBER ROLL

NOTES:

1. Prepare the slope before the wattling procedure is started.
2. Dig small trenches across the slope on contour, to place rolls. The trench should be deep enough to accommodate half the thickness of the roll, when the soil is loose and uncompacted, the trench should be deep enough to bury the roll 2/3 of its thickness because the ground will settle.
3. Install rolls perpendicular to water movement.
4. Start at the bottom of the slope and work up.
5. Construct trench at contour intervals of 12 feet apart.
6. Use straight bar to drive holes through the wattle and into the soil.
7. Make sure no gaps exist between the soil and the straw wattle.
8. Drive the stake through the prepared hole into the soil. Leave only 1 or 2 inches of stake exposed above roll. Install stake every 4 feet apart through the wattle. Additional stakes may be driven on the downslope side of the trenches on highly erosive or very steep slopes.
9. Runoff must not be allowed to run under or around roll.



PERSPECTIVE
TEMPORARY FIBER ROLL



**CITRUS
HEIGHTS
WATER
DISTRICT**

TEMPORARY FIBER ROLL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumley

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

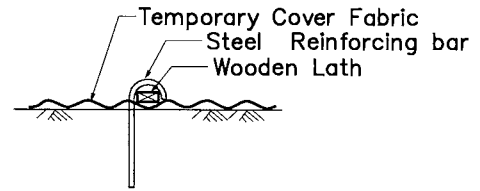
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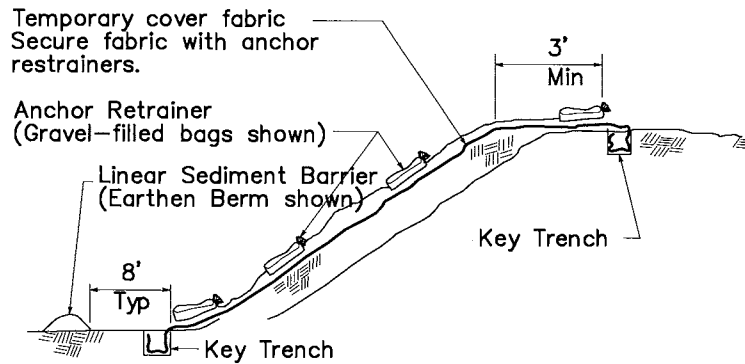
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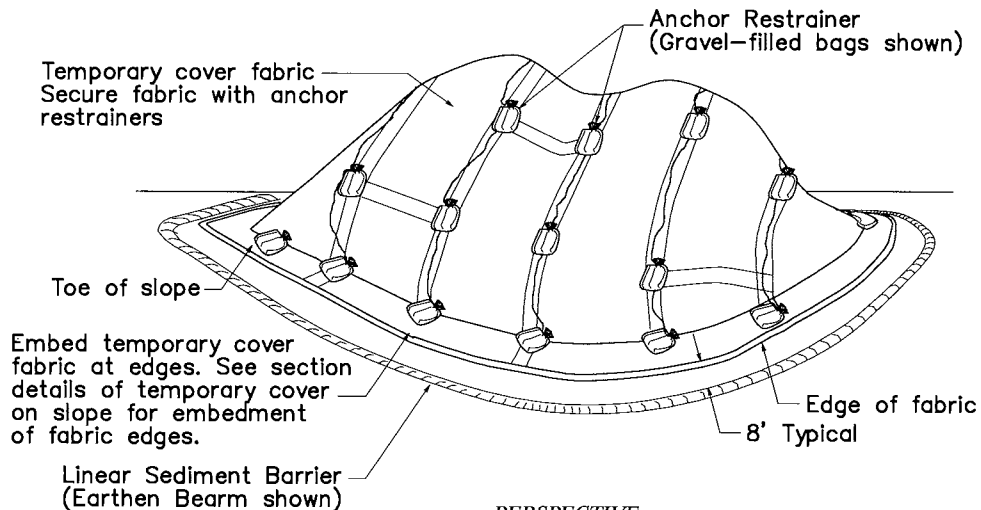
SWPPP_110



SECTION
ANCHOR RESTRAINER
(Steel bar and wooden lath)



SECTION
TEMPORARY COVER ON SLOPE



PERSPECTIVE
TEMPORARY COVER ON STOCKPILE



**CITRUS
HEIGHTS
WATER
DISTRICT**

TEMPORARY COVER STOCKPILE INSTALLATION

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumley

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

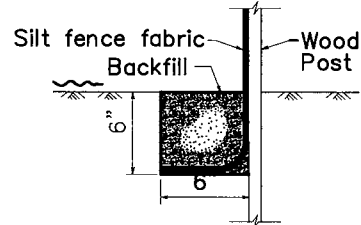
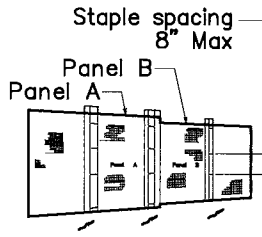
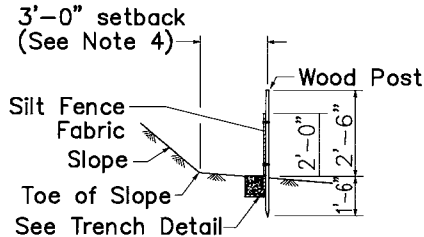
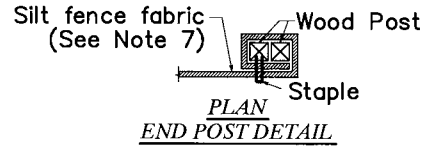
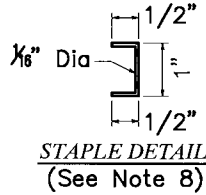
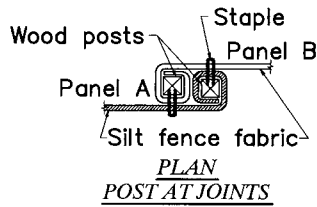
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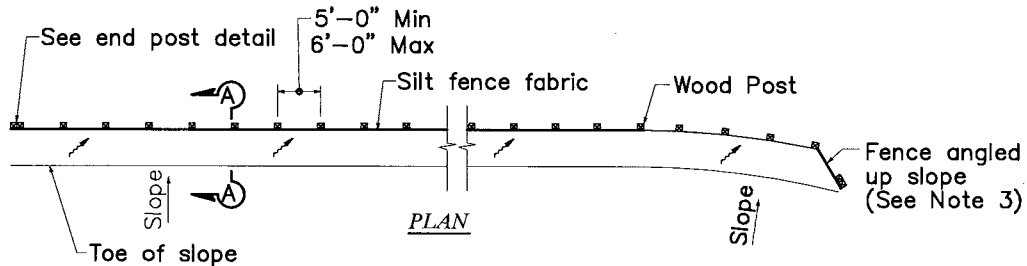
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SECTION A-A
TEMPORARY SILT FENCE

PERSPECTIVE
SILT FENCE PANELS AT JOINTS

SECTION
TRENCH DETAIL



NOTES:

1. Install Temporary Silt Fence by first digging trench, driving posts, placing and securing fabric. Then backfill and tamp.
2. Reach length not to exceed 500 feet.
3. The down stream end of the Temporary Silt Fence shall have the last 8' angled up slope.
4. Setback dimensions may vary to fit field conditions.
5. Posts to overlap and fence fabric to fold around each post one full turn. Secure fabric with 4 staples for each post.
6. Posts shall be driven tightly together to prevent potential flow-through of sediment at the joint. The tops of the posts shall be secured to each other with wire.
7. For each end post, fence fabric shall be folded around two posts one full turn and secured with 4 staples.
8. Minimum of 4 staples shall be installed per post. Dimensions shown are typical.
9. Maintenance openings shall be constructed in a manner to ensure that sediment is retained by the temporary silt fence.
10. Joint sections shall not be placed at sump locations.

LEGEND

- Tamped backfill
- Slope direction
- ~ Direction of flow



TEMPORARY SILT FENCE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

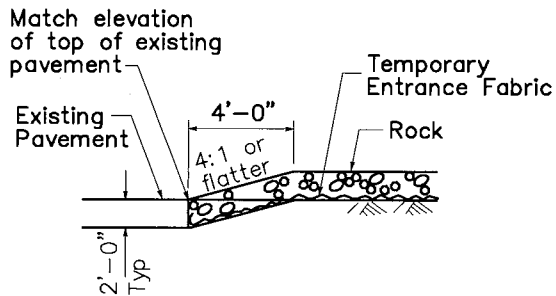
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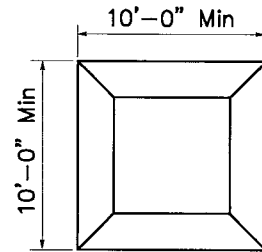
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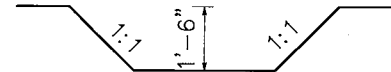
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SECTION
CONFORM DETAIL

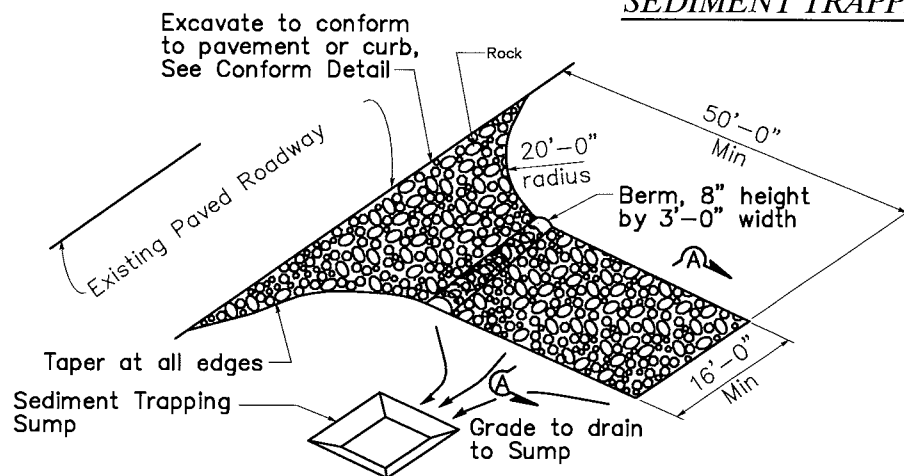


PLAN



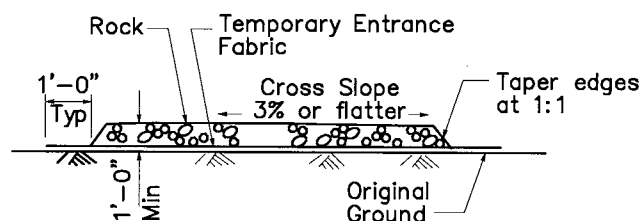
ELEVATION

SEDIMENT TRAPPING SUMP



PERSPECTIVE

TEMPORARY CONSTRUCTION ENTRANCE



SECTION A-A



**CITRUS
HEIGHTS
WATER
DISTRICT**

TEMPORARY CONSTRUCTION ENTRANCE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chmielewski

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED: NONE

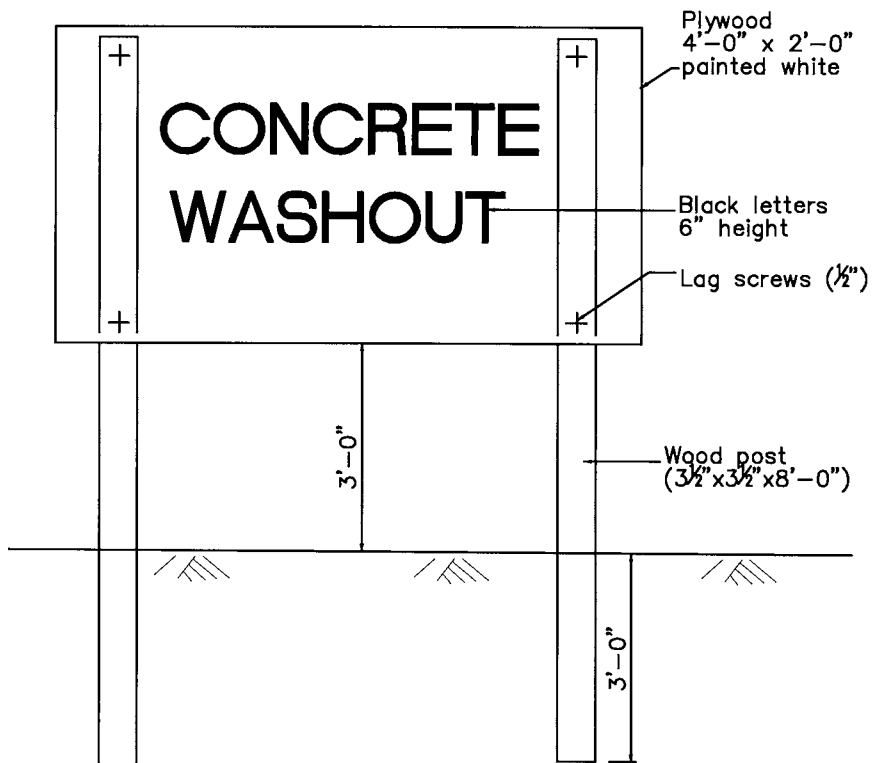
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: SWPPP_120.DWG

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SWPPP_120



CONCRETE WASHOUT
SIGN DETAIL

NOTES:

1. The concrete washout sign shall be installed within 32'-10" of the portable concrete washout container.



**CITRUS
HEIGHTS
WATER
DISTRICT**

CONCRETE WASHOUT FACILITY-SIGN

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chubb

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: SWPPP_125.DWG

PAGE:

SWPPP_125

**SECTION 01200
PROJECT PLANS**

**OLD AUBURN ROAD, PATTON AVENUE, AND WATSON WAY
WATER MAIN PROJECT C18-105, C19-102, AND C19-103**

The following Project Plans pertain to Citrus Heights Water District's Old Auburn Road, Patton Avenue, and Watson Way Water Main Project C18-105, C19-102, C19-103:

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

**SECTION 01200
PROJECT PLANS**

SECTION 01300
ENCROACHMENT PERMIT DOCUMENTS

OLD AUBURN ROAD, PATTON AVENUE, AND WATSON WAY
WATER MAIN PROJECT C18-105, C19-102, AND C19-103

The following Encroachment Permit Documents pertain to Citrus Heights Water District's Old Auburn Road, Patton Avenue, and Watson Way Water Main Project C18-105, C19-102, C19-103:

City of Citrus Heights Encroachment Permit

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

SECTION 01400
DIVISION OF DRINKING WATER WAIVER RESPONSE LETTER

OLD AUBURN ROAD, PATTON AVENUE, AND WATSON WAY
WATER MAIN PROJECT C18-105, C19-102, AND C19-103

The following Division of Drinking Water Waiver Response Letter pertains to Citrus Heights Water District's Old Auburn Road, Patton Avenue, and Watson Way Water Main Project C18-105, C19-102, C19-103:

Division of Drinking Water Waiver Response Letter (8 Pages)
Old Auburn Road

No Waiver Request Required
Patton Avenue

Division of Drinking Water Waiver Response Letter (8 Pages)
Watson Way

State Water Resources Control Board

June 13, 2019

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) – OLD AUBURN ROAD WATER MAIN PROJECT

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on May 9, 2019, from the Citrus Heights Water District (CHWD) regarding improvement plans specifically identified as: 'Old Auburn Road Water Main Replacement' construction project in the Sacramento county area and within the CHWD public water system (PWS No. 3410006) service area. The aforementioned email along with followup communication and the final email on June 10, 2019 provided information and requested a waiver from the water main separation requirements at three (3) locations where potable water mains cross other underground utility pipelines..

Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR) details the water main separation requirements with other underground utility pipelines.

The CHWD public water system proposal has been reviewed by Austin Peterson, P. E. from this office. Austin Peterson's review comments are enclosed for your review and action.

Water Mains Crossing Existing Utility Pipelines (other than sewer service lines)

With respect to the new water main crossing existing utility pipes, and in addition to Austin Peterson's review comments, this waiver is subject to the following conditions:

1. At locations where utility pipelines cross over water pipelines, the minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.
2. At locations where other utility pipelines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint (as described in the attached memorandum) and the pipelines crossing

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

location is achieved. The water pipeline joints shall be as described in the attached memorandum.

3. Unless specifically approved, at locations where other utility pipes, as defined under Section 64572 (b) of the CCR, are parallel to the water pipes, minimum horizontal separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least 48 inches. Also, water pipeline shall be constructed at higher grade and the minimum vertical separation between the outside wall of the water pipes (bottom of pipe) and the outside wall of other utility pipes (top of pipe) shall be at least 12 inches. The water pipeline joints shall be as described in the attached memorandum.

Once the review comments along with the aforementioned conditions are incorporated into the design and construction of the project, no exception to the project would be noted.

This waiver is issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the CCR with respect to the items specifically mentioned in the waiver request letter and it is conditioned to completion and return of the enclosed "**VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER**" form by no later than 30 days after acceptance of the project by the CHWD public water system. A copy of this verification form shall be kept along with this letter and the project as-built document.

CHWD public water system may also submit a letter verifying construction of the project and completion of the as-built (record) drawings in accordance to this waiver. As a reference, a blank copy of the enclosed "**VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER**" shall be attached to such letter.

Water Mains Crossing Existing Sewer Service Lines

With respect to the new water main crossing existing sewer service lines, and once the following comments are incorporated into the design and construction of the project, no exception to the project would be noted. The comments are;

1. Field notes and photographs shall be maintained of each lateral crossing for both "over" and "under" crossings and the address of the property recorded,
2. Where (if) sewer laterals become broken, contact the agency with responsibility and establish with that agency how that repair is to be made and inspected. Repairs shall be recorded in field notes.

In addition to the abovementioned requirements, waivers would be subject to the following conditions:

1. At locations where sewer service lines cross over water pipelines, minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.
2. At locations where sewer service lines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint and the pipelines crossing location is achieved.

This waiver is issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the CCR with respect to the sewer service lines mentioned in the waiver request letter and it is conditioned to completion of the attached "**VERIFICATION OF SEWER SERVICE LINES CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER**" form by no later than 30 days after acceptance of the project by the CHWD public water system. A copy of this verification form shall be kept along with this letter and the project as-built document.

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

Pipeline construction at locations where the minimum separation requirements cannot be maintained, and/or are not specifically identified and mentioned in the waiver request letter are not part of this waiver.

Once the construction of the project begins, please notify this office so that site inspection(s) can be scheduled.

If you have any questions, or if we can be of any assistance, please do not hesitate to contact Austin Peterson at (916) 341-5559, or by email at Austin.peterson@waterboards.ca.gov.

Sincerely,



Ali R. Rezvani, P.E.
Sacramento District Engineer
Division of Drinking Water
STATE WATER RESOURCES CONTROL BOARD

cc: Austin Peterson, P.E. – Water Resource Control Engineer, DDW, SWRCB

State Water Resources Control Board

TO: Ali Rezvani, P.E.
Sacramento District Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

FROM: Austin Peterson, P.E.
Water Resource Control Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER



DATE: June 12, 2019

SUBJECT: REPLY TO CITRUS HEIGHTS WATER DISTRICT (CHWD) PUBLIC WATER SYSTEM (PWS NO. 3410006) LETTER DATED MAY 9, 2019 - WAIVER REQUEST CONCERNING THE OLD AUBURN ROAD WATER MAIN PROJECT

The State Water Resources Control Board Division of Drinking Water (Division) received a letter dated May 9, 2019, requesting a waiver from the water main separation requirements for the Citrus Heights Water District's (CHWD) public water system, (PWS# 3410006), as specified in Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR). The correspondence requested review of a proposal by CHWD to mitigate design issues for three (3) locations where it appeared infeasible to adhere strictly to this section of the regulations.

The project is within the CHWD public water system in the city of Citrus Heights. The Old Auburn Road Water Main Project is located near the intersection of Old Auburn Road and Daffodil Way. This project will construct an 8-inch water main. Additional correspondence (emails, telephone calls) took place with CHWD over the last month. CHWD and the Division worked collaboratively to discuss construction methodologies at the crossings. CHWD made some changes to the original design as presented in their final email to the Division dated June 10, 2019.

Specifically, Sections 64572 states:

New water mains and new supply lines shall not be installed in the same trench as, and shall be at least 10 feet horizontally from and one foot vertically above, any parallel pipeline conveying:

- (1) Untreated sewage,
 - (2) Primary or secondary treated sewage,
 - (3) Disinfected secondary-2.2 recycled water (defined in section 60301.220),
 - (4) Disinfected secondary-23 recycled water (defined in section 60301.225), and
 - (5) Hazardous fluids such as fuels, industrial wastes, and wastewater sludge.
- (b) New water mains and new supply lines shall be installed at least 4 feet horizontally from, and one foot vertically above, any parallel pipeline conveying:
- (1) Disinfected tertiary recycled water (defined in section 60301.230), and
 - (2) Storm drainage.

- (c) New supply lines conveying raw water to be treated for drinking purposes shall be installed at least 4 feet horizontally from, and one foot vertically below, any water main.
- (d) If crossing a pipeline conveying a fluid listed in subsection (a) or (b), a new water main shall be constructed no less than 45-degrees to and at least one foot above that pipeline. No connection joints shall be made in the water main within eight horizontal feet of the fluid pipeline.
- (e) The vertical separation specified in subsections (a), (b), and (c) is required only when the horizontal distance between a water main and pipeline is less than ten feet.
- (f) New water mains shall not be installed within 100 horizontal feet of the nearest edge of any sanitary landfill, wastewater disposal pond, or hazardous waste disposal site, or within 25 horizontal feet of the nearest edge of any cesspool, septic tank, sewage leach field, seepage pit, underground hazardous material storage tank, or groundwater recharge project site.
- (g) The minimum separation distances set forth in this section shall be measured from the nearest outside edge of each pipe barrel.
- (h) With State Board approval, newly installed water mains may be exempt from the separation distances in this section, except subsection (f), if the newly installed main is:
 - (1) less than 1320 linear feet,
 - (2) replacing an existing main, installed in the same location, and has a diameter no greater than six inches more than the diameter of the main it is replacing, and
 - (3) installed in a manner that minimizes the potential for contamination, including, but not limited to:
 - (A) sleeving the newly installed main, or
 - (B) utilizing upgraded piping material.

Specifically, CHWD and the Consultant have provided project construction drawings showing the areas where the waivers are being requested.

The waiver from the regulations is requested for the following location:

1. A 10-in storm drain pipe crossing the water main (Station 20+98.23),
2. A 10-in storm drain pipe crossing the water main (Station 30+87.54),
3. A 30-in storm drain pipe crossing the water main (Station 20+10.92)

Attached are the construction drawings showing the areas where variances are being requested. The conflicts are highlighted and numbered as noted above for ease of identification.

The CHWD and Consultant believe the proposed construction methods will provide the same or a greater level of protection to public health. The restrained joints will help prevent the separation of adjoining pipe sections and reduce the risk that non-potable fluids will enter the water main.

The review concluded the following:

1. A 10-in storm drain pipe crossing the water main (Station 20+98.23),
The waiver request for this proposed crossing is acceptable given that the ductile iron pipe and fittings are mechanically restrained joints using bolted connections.
2. A 10-in storm drain pipe crossing the water main (Station 30+87.54),
The waiver request for this proposed crossing is acceptable given that all joints are mechanically restrained joints using bolted connections.

3. A 30-in storm drain pipe crossing the water main (Station 20+10.92)

The waiver request for this proposed crossing is acceptable given that the ductile iron pipe and fittings are mechanically restrained joints using bolted connections.

The new water mains in the subject area should be constructed of Pressure Class 350 ductile iron pipe or Class 305 C900 PVC pipe with restrained joints in all areas that do not comply with Section 64572 CCR. At all crossings, a minimum of one-foot vertical separation below the storm drainage or sanitary sewer pipes will be maintained.

As a result of the Division's review of the plans, the following conditions shall be implemented where separation requirements between water mains and storm drain or sanitary sewer pipelines cannot reasonably be met:

Waiver conditions:

1. The water main shall be constructed with Pressure Class 350 ductile iron pipe or Class 305 C900 PVC pipe.
2. Regarding pipelines that are proposed to be constructed parallel to other existing pipelines and cannot meet the minimum required separation, the ductile iron pipe and appurtenances shall be constructed with mechanically restrained joints using bolted connections or restrained push-on joints with grooved metal teeth (in accordance to ANSI/AWWA C111/A21.11 standards) for the entire length of the pipeline that does not comply with Section 64572 of the CCR.
3. Regarding pipelines that are proposed to be constructed and would cross other existing pipelines and cannot meet the minimum required separation, the ductile iron pipe and appurtenances shall be constructed with mechanically restrained joints using bolted connections for the entire length that do not comply with Section 64572 of the CCR.
4. Where the water main crosses below a sanitary sewer or storm drain pipeline, at least one foot of vertical separation shall be maintained at all crossings.
5. The water main shall be placed such that pipe joints will be as distant as possible from the centerline of the storm drain pipeline.

In accordance with Section 64572 of the CCR, the CHWD waiver request for the specifically identified crossings and pipe placement for the Old Auburn Road Water Main Project, submitted on May 9, 2019, agrees with acceptable practices necessary to provide equal protection for the proposed main pipeline construction as required to obtain a written waiver from the Division regarding California Water Works Standards under Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of CCR.

Specifically, Sections 64551.100 states:

- (a) A water system that proposes to use an alternative to a requirement in this chapter shall:
- (1) Demonstrate to the State Board that the proposed alternative would provide at least the same level of protection to public health; and
 - (2) Obtain written approval from the State Board prior to implementation of the alternative.

The waiver is subject to the conditions listed above.

VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER

Name of Water System: Citrus Heights Water District

Public System Number: 3410006

Certification

As required by the letter dated: **June 13, 2019**, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the Old Auburn Road Water Main Project at the following location was completed in accordance to requirements stated in the aforementioned waiver letter and its attached memorandum. The location is:

1. A 10-in storm drain pipe crossing the water main (Station 20+98.23),
2. A 10-in storm drain pipe crossing the water main (Station 30+87.54),
3. A 30-in storm drain pipe crossing the water main (Station 20+10.92)

Name

California PE Number

Signature

Date

THIS FORM MUST BE COMPLETED AND RETURNED TO THE
DIVISION OF DRINKING WATER – SACRAMENTO DISTRICT

A COPY OF THIS FORM SHOULD BE FILED AS
PART OF THE PROJECT RECORD DRAWINGS

Disclosure: Be advised that Section 116725 and 116730 of the California Health and Safety Code states that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the attached order may be liable for a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation for each day that violation continues. In addition, the violators may be prosecuted in criminal court and upon conviction, be punished by a fine of not more than \$25,000 for each day of violation, or be imprisoned in county jail not to exceed one year, or by both the fine and imprisonment.

**VERIFICATION OF SEWER SERVICE LINES CONSTRUCTION IN ACCORDANCE TO
THE ISSUED WAIVER**

**Name of Public Water System: Citrus Heights Water District
Public System Number: 3410006**

As required by the letter dated **June 13, 2019**, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the Old Auburn Road Water Main Project at the following crossings was completed in accordance to requirements stated in the aforementioned waiver letter. The crossings are:

Item	Water Main			Sewer Service Lines				
	Station	Size	Material	Size	Material	Fluid	Crossing (Under / Over)	Separation (inches)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name

California PE Number

Signature

Date

THIS FORM MUST BE COMPLETED AND FILED AS PART OF PROJECT RECORD DRAWINGS

Disclosure: Be advised that Section 116725 and 116730 of the California Health and Safety Code states that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the attached order may be liable for a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation for each day that violation continues. In addition, the violators may be prosecuted in criminal court and upon conviction, be punished by a fine of not more than \$25,000 for each day of violation, or be imprisoned in county jail not to exceed one year, or by both the fine and imprisonment.

State Water Resources Control Board

June 21, 2019

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) – WATSON WAY WATER MAIN REPLACEMENT PROJECT

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on June 20, 2019, from the Citrus Heights Water District (CHWD) regarding improvement plans specifically identified as: "Watson Way Water Main Replacement" construction project in the Sacramento county area and within the CHWD public water system (PWS No. 3410006) service area. The aforementioned email provided information and requested a waiver from the water main separation requirements at one (1) location where potable water mains are planned for construction parallel to existing underground utility pipelines.

Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR) details the water main separation requirements with other underground utility pipelines.

The CHWD public water system proposal has been reviewed by Austin Peterson, P. E. from this office. Austin Peterson's review comments are enclosed for your review and action.

Water Mains Crossing Existing Utility Pipelines (other than sewer service lines)

With respect to the new water main crossing existing utility pipes, and in addition to Austin Peterson's review comments, this waiver is subject to the following conditions:

1. At locations where utility pipelines cross over water pipelines, the minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.
2. At locations where other utility pipelines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint (as described in the attached memorandum) and the pipelines crossing

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

location is achieved. The water pipeline joints shall be as described in the attached memorandum.

3. Unless specifically approved, at locations where other utility pipes, as defined under Section 64572 (b) of the CCR, are parallel to the water pipes, minimum horizontal separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least 48 inches. Also, water pipeline shall be constructed at higher grade and the minimum vertical separation between the outside wall of the water pipes (bottom of pipe) and the outside wall of other utility pipes (top of pipe) shall be at least 12 inches. The water pipeline joints shall be as described in the attached memorandum.

Once the review comments along with the aforementioned conditions are incorporated into the design and construction of the project, no exception to the project would be noted.

This waiver is issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the CCR with respect to the items specifically mentioned in the waiver request letter and it is conditioned to completion and return of the enclosed "**VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER**" form by no later than 30 days after acceptance of the project by the CHWD public water system. A copy of this verification form shall be kept along with this letter and the project as-built document.

CHWD public water system may also submit a letter verifying construction of the project and completion of the as-built (record) drawings in accordance to this waiver. As a reference, a blank copy of the enclosed "**VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER**" shall be attached to such letter.

Water Mains Crossing Existing Sewer Service Lines

With respect to the new water main crossing existing sewer service lines, and once the following comments are incorporated into the design and construction of the project, no exception to the project would be noted. The comments are;

1. Field notes and photographs shall be maintained of each lateral crossing for both "over" and "under" crossings and the address of the property recorded,
2. Where (if) sewer laterals become broken, contact the agency with responsibility and establish with that agency how that repair is to be made and inspected. Repairs shall be recorded in field notes.

In addition to the abovementioned requirements, waivers would be subject to the following conditions:

1. At locations where sewer service lines cross over water pipelines, minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.
2. At locations where sewer service lines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint and the pipelines crossing location is achieved.

This waiver is issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the CCR with respect to the sewer service lines mentioned in the waiver request letter and it is conditioned to completion of the attached "**VERIFICATION OF SEWER SERVICE LINES CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER**" form by no later than 30 days after acceptance of the project by the CHWD public water system. A copy of this verification form shall be kept along with this letter and the project as-built document.

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

Pipeline construction at locations where the minimum separation requirements cannot be maintained, and/or are not specifically identified and mentioned in the waiver request letter are not part of this waiver.

Once the construction of the project begins, please notify this office so that site inspection(s) can be scheduled.

If you have any questions, or if we can be of any assistance, please do not hesitate to contact Austin Peterson at (916) 341-5559, or by email at Austin.peterson@waterboards.ca.gov.

Sincerely,



Ali R. Rezvani, P.E.
Sacramento District Engineer
Division of Drinking Water
STATE WATER RESOURCES CONTROL BOARD

cc: Austin Peterson, P.E. – Water Resource Control Engineer, DDW, SWRCB

State Water Resources Control Board

TO: Ali Rezvani P.E.
Sacramento District Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

FROM: Austin Peterson P.E.
Water Resource Control Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

DATE: June 21, 2019

SUBJECT: REPLY TO CITRUS HEIGHTS WATER DISTRICT (CHWD) PUBLIC WATER SYSTEM (PWS NO. 3410006) LETTER DATED JUNE 20, 2019 - WAIVER REQUEST CONCERNING THE WATSON WAY WATER MAIN PROJECT



The State Water Resources Control Board Division of Drinking Water (Division) received a letter dated June 20, 2019, requesting a waiver from the water main separation requirements for the Citrus Heights Water District's (CHWD) public water system, (PWS# 3410006), as specified in Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR). The letter requested review of a proposal by CHWD to mitigate design issues for one (1) location where it appeared infeasible to adhere strictly to this section of the regulations.

The project is within the CHWD public water system in the city of Citrus Heights. The Watson Way Water Main Project is located near the intersection of Watson Way and Auburn Blvd. This project will construct a 8-inch water main in Watson Way.

Specifically, Sections 64572 states:

- (a) New water mains and new supply lines shall not be installed in the same trench as, and shall be at least 10 feet horizontally from and one foot vertically above, any parallel pipeline conveying:
 - (1) Untreated sewage,
 - (2) Primary or secondary treated sewage,
 - (3) Disinfected secondary-2.2 recycled water (defined in section 60301.220),
 - (4) Disinfected secondary-23 recycled water (defined in section 60301.225), and
 - (5) Hazardous fluids such as fuels, industrial wastes, and wastewater sludge.
- (b) New water mains and new supply lines shall be installed at least 4 feet horizontally from, and one foot vertically above, any parallel pipeline conveying:
 - (1) Disinfected tertiary recycled water (defined in section 60301.230), and
 - (2) Storm drainage.
- (c) New supply lines conveying raw water to be treated for drinking purposes shall be installed at least 4 feet horizontally from, and one foot vertically below, any water main.

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

- (d) If crossing a pipeline conveying a fluid listed in subsection (a) or (b), a new water main shall be constructed no less than 45-degrees to and at least one foot above that pipeline. No connection joints shall be made in the water main within eight horizontal feet of the fluid pipeline.
- (e) The vertical separation specified in subsections (a), (b), and (c) is required only when the horizontal distance between a water main and pipeline is less than ten feet.
- (f) New water mains shall not be installed within 100 horizontal feet of the nearest edge of any sanitary landfill, wastewater disposal pond, or hazardous waste disposal site, or within 25 horizontal feet of the nearest edge of any cesspool, septic tank, sewage leach field, seepage pit, underground hazardous material storage tank, or groundwater recharge project site.
- (g) The minimum separation distances set forth in this section shall be measured from the nearest outside edge of each pipe barrel.
- (h) With State Board approval, newly installed water mains may be exempt from the separation distances in this section, except subsection (f), if the newly installed main is:
 - (1) less than 1320 linear feet,
 - (2) replacing an existing main, installed in the same location, and has a diameter no greater than six inches more than the diameter of the main it is replacing, and
 - (3) installed in a manner that minimizes the potential for contamination, including, but not limited to:
 - (A) sleeving the newly installed main, or
 - (B) utilizing upgraded piping material.

Specifically, CHWD and the Consultant have provided project construction drawings showing the areas where the waivers are being requested.

The waiver from the regulations is requested for the following location:

1. A 6-in sanitary sewer pipe located parallel to the water main (Station 10+00 to 13+80),

Attached are the construction drawings showing the areas where variances are being requested. The conflicts are highlighted and numbered as noted above for ease of identification.

The CHWD and Consultant believe the proposed construction methods will provide the same or a greater level of protection to public health. The restrained joints will help prevent the separation of adjoining pipe sections and reduce the risk that non-potable fluids will enter the water main.

The review concluded the following:

1. A 6-in sanitary sewer pipe located parallel to the water main (Station 10+00 to 13+80),
The waiver request for this proposed parallel pipe is acceptable given that all joints are mechanically restrained joints using bolted connections.

The new water mains in the subject area should be constructed of Pressure Class 350 ductile iron pipe or Class 305 C900 PVC pipe with restrained joints in all areas that do not comply with Section 64572 CCR. At all crossings, a minimum of one-foot vertical separation below the storm drainage or sanitary sewer pipes will be maintained.

As a result of the Division's review of the plans, the following conditions shall be implemented where separation requirements between water mains and storm drain or sanitary sewer pipelines cannot reasonably be met:

Waiver conditions:

1. The water main shall be constructed with Pressure Class 350 ductile iron pipe or Class 305 C900 PVC pipe.
2. Regarding pipelines that are proposed to be constructed parallel to other existing pipelines and cannot meet the minimum required separation, the water main and appurtenances shall be constructed with mechanically restrained joints using bolted connections or restrained push-on joints with grooved metal teeth (in accordance to ANSI/AWWA C111/A21.11 standards) for the entire length of the pipeline that does not comply with Section 64572 of the CCR.

In accordance with Section 64572 of the CCR, the CHWD waiver request for the specifically identified crossings and pipe placement for the Watson Way Water Main Project, submitted on June 20, 2019, agrees with acceptable practices necessary to provide equal protection for the proposed main pipeline construction as required to obtain a written waiver from the Division regarding California Water Works Standards under Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of CCR.

Specifically, Sections 64551.100 states:

- (a) A water system that proposes to use an alternative to a requirement in this chapter shall:
 - (1) Demonstrate to the State Board that the proposed alternative would provide at least the same level of protection to public health; and
 - (2) Obtain written approval from the State Board prior to implementation of the alternative.

The waiver is subject to the conditions listed above.

**VERIFICATION OF SEWER SERVICE LINES CONSTRUCTION IN ACCORDANCE TO
THE ISSUED WAIVER**

**Name of Public Water System: Citrus Heights Water District
Public System Number: 3410006**

As required by the letter dated **June 21, 2019**, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the Watson Way Main Replacement Project at the following crossings was completed in accordance to requirements stated in the aforementioned waiver letter. The crossings are:

Item	Water Main			Sewer Service Lines				
	Station	Size	Material	Size	Material	Fluid	Crossing (Under / Over)	Separation (inches)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name

California PE Number

Signature

Date

THIS FORM MUST BE COMPLETED AND FILED AS PART OF PROJECT RECORD DRAWINGS

Disclosure: Be advised that Section 116725 and 116730 of the California Health and Safety Code states that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the attached order may be liable for a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation for each day that violation continues. In addition, the violators may be prosecuted in criminal court and upon conviction, be punished by a fine of not more than \$25,000 for each day of violation, or be imprisoned in county jail not to exceed one year, or by both the fine and imprisonment.

VERIFICATION OF CONSTRUCTION IN ACCORDANCE TO THE ISSUED WAIVER

Name of Water System: Citrus Heights Water District

Public System Number: 3410006

Certification

As required by the letter dated: **June 21, 2019**, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the Watson Way Main Replacement Project at the following location was completed in accordance to requirements stated in the aforementioned waiver letter and its attached memorandum. The location is:

1. A 6-in sanitary sewer pipe located parallel to the water main (Station 10+00 to 13+80),

Name

California PE Number

Signature

Date

THIS FORM MUST BE COMPLETED AND RETURNED TO THE
DIVISION OF DRINKING WATER – SACRAMENTO DISTRICT

A COPY OF THIS FORM SHOULD BE FILED AS
PART OF THE PROJECT RECORD DRAWINGS

Disclosure: Be advised that Section 116725 and 116730 of the California Health and Safety Code states that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the attached order may be liable for a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation for each day that violation continues. In addition, the violators may be prosecuted in criminal court and upon conviction, be punished by a fine of not more than \$25,000 for each day of violation, or be imprisoned in county jail not to exceed one year, or by both the fine and imprisonment.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 MEETING

SUBJECT	: REVIEW OF UPDATES TO THE LONG-FINANCIAL PLAN FOR THE DISTRICT
STATUS	: Study Session
REPORT DATE	: August 12, 2019
PREPARED BY	: Susan K. Talwar, Administrative Services Manager

Staff and District’s financial services consultant from Raftelis will conduct a presentation on the District’s long-range financial plan and water rates study.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 REGULAR MEETING

SUBJECT	: DISCUSSION AND POSSIBLE ACTION TO APPROVE HUMAN RESOURCES POLICY UPDATES
STATUS	: Discussion and Action Item
REPORT DATE	: August 12, 2019
PREPARED BY	: Susan K. Talwar, Administrative Services Manager Joshua Nelson, Assistant General Counsel

OBJECTIVE:

Consider approving updates to the District's human resources policies.

BACKGROUND AND ANALYSIS:

The update of Citrus Heights Water District's (CHWD) human resources policies, also referred to as the 4000 series policies, is the culmination of a more than year-long team effort, and is a strategic planning item for the Board of Directors. This policy update is part of a larger Board-directed initiative to review and update the District's entire policy manual.

The team that worked on, reviewed and discussed the proposed human resources policy updates was broad, representing general management, operational, legal and human resources perspectives, and included: Susan Talwar, Administrative Services Manager (Project Lead); Hilary Straus, General Manager; Stacey Sheston, BB&K (employment practices special counsel to CHWD); Josh Nelson, BB&K, Assistant General Counsel; Karen Blakeley, Regional Government Services (RGS), human resources consultant; Shellie Anderson, Bryce Consulting, human resources consultant; Missy Pieri, Engineering Manager/District Engineer; David Gordon, Operations Manager; Chris Castruita, Management Services Supervisor (human resources staff); Alberto Preciado, Accounting Supervisor; Madeline Henry, Management Services Specialist (human resources staff); and Brittney Moore, Customer Services Technician II (assigned to human resources).

CHWD's human resources policies: 1) set expectations for employee performance and professionalism; 2) ensure consistent treatment of employees by managers and supervisors; 3) reduce employer's liability; and 4) help define and strengthen the organization's culture of performance and accountability.

The human resources policy updates are organized into four major topical areas, including: 1) Legal Compliance; 2) Recommended "Best Practices"; 3) Employee Relations/Recruiting & Retention; and 4) Operational Flexibility and Efficiencies.

A table summarizing the key human resources policy updates is included in Attachment 1, the updated policies. Key policy updates addressed under the four main topical policy areas are highlighted below.

Legal Compliance Highlights

Updating CHWD's human resources policies has been necessitated by significant changes to Federal and State Employment Practices Law since CHWD human resources policies were last updated, including in the

areas of: 1) Equal Employment Opportunity (EEO)/harassment and discrimination prevention; 2) leave and accommodations requirements; 3) paid sick leave requirements; and 4) privacy issues (medical information, drug testing, etc.).

In the area of EEO/harassment and discrimination prevention, new, up-to-date policy language has been included. Further, recent changes to State law will result in the expansion of employee training in this area. Also, the policy updates include new leave and accommodations requirements, including the addition of Pregnancy Disability Leave (PDL) and parental leave requirements for small employers.

The policies also include updates to paid sick leave requirements reflecting the California “Healthy Families/Healthy Workplace” legislation; privacy issues (medical information, drug testing, etc.), including an accommodation/interactive process policy and procedure; pre-employment drug testing; and “Reasonable Suspicion”.

Recommended “Best Practices” Highlights

The updated human resources policies also keep CHWD current with best practices, and address topics such as clarifying roles and responsibilities (Board of Directors, General Manager, other executive team members and supervisory staff. Key roles addressed include: 1) the Board providing policy direction, approving a budget/providing financial oversight; 2) the General Manager is responsible for operations/financial management, human resources management and implementing Board policy direction (both General Manager directly and through the General Manager’s delegation); and 3) the Executive Team/Supervisory staff area focused on departmental operations and the supervision of staff.

Also, the human resources policy updates include definitions of key topics and terms and address recordkeeping. Clarity is also provided as to which staff members are “at will” versus “for cause.” Moreover, the policies address defining relatives (for purposes of preventing nepotism, for supervision, and for leave issues). The policies also address the security of personnel information; conditions for release; approved classifications; a publicly-available pay schedule; and, timekeeping procedures, overtime, and “flex” time.

Further, the policy updates address performance management tools, discipline/due process – focusing on clear direction, providing employees with regular and constructive feedback including employee evaluations (probation, annually); providing for Performance Improvement Plans (PIPs) when warranted; and, defining/updating due process for “for cause” employees for major discipline (defined as an employee suspension without pay for six (6) days or greater, reduction in pay, demotion, and dismissal).

Employee Relations/Recruiting & Retention Highlights

The proposed updates to CHWD’s human resources policies in this area reflect CHWD’s commitment to maintain a competitive focus, and will assist in: 1) attracting and retaining competent and productive team members; 2) strengthening the District’s culture of performance and accountability; and 3) ensuring positive employee relations.

Generally, retention of competent, productive employees is a high-level goal for all organizations. Similar agencies are all competing to find the most competent and productive employees. It is understood that recruitment and training of new employees has a cost in both time and budget. Depending on the level of the employee, turnover can add 30% to 60% or more to the annual cost for the position. Turnover can also result in lost knowledge, a challenging workload for remaining staff, and lowered morale and productivity. Therefore, proactive efforts, as exhibited by the proposed policy updates, to maintain good employee relations can reduce turnover of competent and productive employees.

Key ways to maintain good employee relations include: 1) competitive salaries and benefits; 2) providing policies that value employees; 3) recognizing employee skills and abilities; 4) professional development; 5) succession planning; and 6) recognizing excellent performance and significant contributions.

Therefore, the proposed human resources policy updates address: 1) performance & education incentives; 2) holidays; and 3) health & welfare benefits such as ensuring that CHWD offers insurance options, deferred compensation and retirement planning tools.

This section of the policy updates also includes awards & recognitions; merit increases; and a new “Top of the Range” initiative.

With regard to the proposed Top of the Range plan, these types of policies are designed to be an incentive for both retention and continued excellent performance for long-term employees who have reached the top of the salary range. As background, CHWD, and many agencies, have, in recent years, eliminated longevity pay as it is widely thought that long-term employees should not be financially rewarded simply for working for an agency for a long time.

However, it is arguable that the pendulum has swung too far in the opposite direction with regard to long-term employees. Under current policy, when an employee has reached the top of their salary range (generally due to good performance and longevity), the employee is no longer eligible for a base salary merit adjustment tied to performance; the employee is only eligible for a cost-of-living adjustment (COLA). Therefore, the employee, in effect, is being “penalized” for their longevity compared to employees who have not yet reached the top of their range; these employees are only working for a COLA; performance-based pay is gone. Over time, as many more staff reach the top of their ranges, they, too, will only be eligible for a COLA. The net effect is to undermine a key goal of CHWD’s pay-for-performance compensation system: fostering and maintaining a strong organizational culture of performance and accountability.

Therefore, a proposed policy change is included, whereby salary ranges are extended by up to five percent, and when an employee has reached the top of their salary range, they will now be eligible for the same merit adjustment tied to their performance rating as all other employees during any given year. The differences are: 1) at the end of that year, the employee’s base salary will “snap back” to the original top of the range, and the employee will only be eligible for a merit adjustment above the high point of their salary range if their performance warrants it (and subject to CHWD’s financial conditions) in subsequent years; and 2) the one-time merit adjustment above the top of the salary range will not be calculated toward the employee’s pension; it is considered special pay under California Public Employee Retirement System (CalPERS) rules.

Top of Range policies exist in several local agencies, including: El Dorado Irrigation District, Fair Oaks Water District, Rancho Murieta Community Services District, East Bay Municipal Utility District and Tahoe City Public Utility District.

In the area of District-recognized holidays, nine holidays are provided, but in reviewing the District's labor market, eighteen (18) agencies were surveyed and the labor market average (fixed plus floaters) was considered in providing the proposed policy updates 1) one additional half day on the day before Thanksgiving; 2) one additional half day on December 24th (unless it falls on a closure day, then the holiday would be observed on the preceding work day); 3) one additional floating holiday (with a use-it or cash-out annually provision); and 4) updated health & welfare benefits, including updated catastrophic leave programs (medical, natural disaster) and leave donation.

Another major area of focus is the proposed inclusion of an employer match of three percent (3%) per regular employee to encourage participation in the District-provided 457B Deferred Compensation Program. This policy update reflects the trend away from defined benefit retirement programs and the migration to defined contribution. With the passage of the pension reform law at the end of 2012 in California, all employees who are new members to CalPERS hired on or after January 1, 2013, fall under a new tier of 2% @ 62, based on the highest three years of salary earned. The new pension benefit also includes a salary cap whereas the classic formula has no salary cap. This new tier is a substantial reduction in the defined benefit retirement for new member employees compared to employees working under the classic formulas (CHWD has two classic formula tiers), and therefore employee reliance on a defined contribution retirement is significantly greater than before 2013. This proposed policy update will help keep CHWD an employer of choice for new hires, and helps the agency compete for classic talent, too, helping to attract classic employee talent who may be working in agencies that retained higher classic pension formulas than CHWD has offered.

If all employees were to elect to participate in the proposed deferred compensation match program, the annual cost is projected to be \$102,061 based on current payroll. To put this cost into perspective, the District's total 2019 budget is \$18,117,409 and total 2019 payroll is \$3,510,868. Therefore, this proposed benefit is a low cost benefit relative to total budget and payroll, and will significantly and positively impact CHWD's recruitment and retention efforts.

Operational Flexibility and Efficiencies Highlights

Policy updates that increase operational flexibility and efficiency are highlighted below.

Administrative Procedures are proposed to accompany, compliment and in some cases, extend/clarify/provide more detail to Board policies (but, always within the footprint of Board policy). Administrative Procedures will focus on: 1) logistical areas; 2) respond to the organization's need to be "nimble," responding to circumstances, legal changes, etc., in real time; and 3) operational/personnel areas.

Consistent with many local government agencies, Administrative Procedures are proposed to be developed and maintained by the General Manager and his/her leadership team, and address topics such as: 1) uniforms

and safety gear; 2) implementing catastrophic leave programs; 3) accrued leave cash-out protocols.

A last major area of the proposed policy updates highlighted is intended to reduce CHWD's leave liability on its books by cashing-out employees who have large leave balances, and by lowering caps for some leaves as highlighted in the chart below. Additionally, for those employees who are exempt from overtime compensation under the Fair Labor Standards Act (FLSA), workloads and required work time throughout the year warrant the proposed adjustment to eighty hours per year of Management Leave. Management Leave is proposed to not carry over from year to year, and therefore balances will be reset to zero each year, consistent with the overall goal of the policy changes in this area. The reduction in liability to CHWD as a result of these proposed policy changes is highlighted below.

	Current	Proposed
Required retained leave for cashout requests (Annual, CTO, Mgmt combined)	240 hrs	160 hrs
Required Yearly Cap (Annual)	300 hrs	200 hrs
Management Leave	72 hrs No Cap	80 hrs set to 0 Full payout November
Compensatory Time Off (CTO)		
Liability on Books	\$404,931 (2018)	\$232,233 (Est)
Net Reduction in Liability		\$(172,697)

Moving forward, should the Board adopt the proposed human resources policy updates, the goal will be to review the policies on an annual basis with a focus of keeping CHWD current on human resources legal updates and changes in the workplace.

The District's Leadership Team reviewed key elements of the policy changes with staff and provided copies of the draft policy updates. Staff did not express any opposition.

RECOMMENDATIONS:

1. Approve updates to the District's Human Resources Policies
2. Adopt Resolution 10-2019 Relating to Employer-Employee Organization Relations
3. Adopt Resolution 11-2019 Adding Matching Contributions to the Eligible Governmental Employer 457(B) Deferred Compensation Plan

ATTACHMENTS:

1. Chart Summarizing Changes
2. Human Resources Policies Updates (4000 series)
3. Red-lined Version of Human Resources Policies Updates (4000 series) with New Edits
4. Resolution 10-2019 Relating to Employer-Employee Organization Relations
5. Resolution 11-2019 Establishing a Deferred Compensation Match

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

ATTACHMENT 1

Chart Summarizing Changes

POLICY NUMBER	DRAFT REVISION HIGHLIGHTS
4001 Employment Status Definitions	Tightening up definitions of “regular” employees vs. the “at will” or special employment category designations
4010 Recruiting and Selection	Streamlining recruiting processes/increasing District flexibility
4012 Employment of Relatives	Tightening up nepotism/ “close relatives” to prevent issues in the workplace
4013 Volunteer Program	Moving most of the logistics out of P&P Manual to a more flexible admin policy.
4020 Rights and Responsibilities	Tightening up the explanations of Board’s role vs. the GM’s role; explaining “at will” vs. “for cause” status
4040 Personnel Records	Tightening up procedures through GM’s office; Clean up/clarify language
4050 Employment Duration	Legal update
4090 Job Descriptions	Clean up/clarify/streamline
4101 Compensation/Reclass/etc	Clean up/clarify/streamline
4102 Salary/Cola	Clean up/clarify/streamline
4103 Salary Merit Adjustments	Clean up/clarify/streamline and add “Top of the Range” Merit Pay
4105 Employee Recognition	Transfer bulk of language to admin policy for flexibility
4110 Hours of Work	Tightening up for clarity and wage/hour legal issues
4111 Lunch/breaks	Same

POLICY NUMBER	DRAFT REVISION HIGHLIGHTS
4112 Overtime Pay & Recruitment	Legal update, transfer bulk to admin policy for flexibility
4113 Payroll and Payday	Legal update/streamline
4120 Standby/Call out	Clean up/clarify
4200 Employee Insurance	Clean up/clarify/streamline
4210 Health Insurance	Same
4211 Dental Insurance	Same
4212 Vision Insurance	Same
4220 Life Insurance	Same
4222 Disability Insurance	Same
4223 Workers' Compensation	Same
4301 Annual Leave	New accrual cap/cashout logistics moved to admin policy
4302 Management Leave	Increase from 72 to 80 hours; auto cashout of unused time each December (i.e. no carryover)
4303 CTO	Cashout options adjusted to match other forms of leave subject to optional cashout
4305 Admin Leave	Clean up/clarify/streamline

POLICY NUMBER	DRAFT REVISION HIGHLIGHTS
NEW 4308 - Pregnancy Disability Leave	Legal Update
NEW 4309 - New Parent Leave	Legal Update
4310 Sick Leave	Legal Update (Paid sick leave law, PEPRRA)
4311 Compassionate Leave	Clean up/clarify/streamline
4312 Catastrophic Leave	Legal Update/Move logistics to admin policy
4320 Court Appearance	Clean up/clarify/streamline
4321 Jury Service Leave	Clean up/clarify/streamline
4325 Military Leave	Legal Update; Clean up/clarify/streamline
4330 Personal Leave	Clean up/clarify/streamline
4350 Holiday	Add 1/2 days before Thanksgiving and on Dec 24; Add 1 floating holiday; add “paid status” requirement
4401 Education Assistance Program	Clean up/clarify/streamline
4411 Deferred compensation	Clean up/clarify/streamline
4420 Employee tools/safety equip.	Moved logistics to admin policy for flexibility
4430 Employee suggestions	Clean up/clarify/streamline

POLICY NUMBER	DRAFT REVISION HIGHLIGHTS
4440 Professional Memberships	Clean up/clarify for flexibility
4450 Telephone calls	Clean up/clarify/modernize
4501 Standards of Conduct	Clean up/clarify/streamline
4511 Attendance	Clean up/clarify/streamline
ADD 4512 Harassment/Discrimination Prevention	NEW/legal update
4513 Disciplinary Procedures	Legal update/major revisions for best practices
4514 Grievance Procedure	Clean up/clarify/streamline
4530 Uniforms and Dress Code	Clean up/clarify/streamline – move details to admin policy for flexibility
4600 Training & Development	Deleted/redundant
4601 Employee Orientation	Clean up/clarify/streamline
4610 Performance Evaluations	Clean up/clarify/streamline- changes re probationary employees
4611 Promotions	Clean up/clarify/streamline
4701 Safety Officer	Clean up/clarify/streamline
4702 Injury/Illness Prevention	Clean up/clarify/streamline

POLICY NUMBER	DRAFT REVISION HIGHLIGHTS
4703 Injury and Illness Reporting	Clean up/clarify/streamline
4710 Smoking in the Workplace	Legal Update
4730 Return to Work Program	Legal Update
4740 Reasonable Accommodations	NEW – legal update
4810 Layoffs/RIFs	Legal update; cleanup/clarify/streamline
4810 PERS	Clean up/clarify/streamline
4830 Insurance Benefits for Retirees between 6/3/92-3/19/96	Clean up/clarify/streamline
4831 Insurance Benefits for Retirees after 3/19/96	Clean up/clarify/streamline; make Medicare primary once eligible
4901 Employee Expenses	Clean up/clarify/streamline; Shift to “per diem” approach for District travel
Reasonable Suspicion Drug/Alcohol Testing	NEW – best practices/risk management

ATTACHMENT 2

Human Resources Policies Updates (4000 series)

CITRUS HEIGHTS WATER DISTRICT
POLICIES MANUAL

4001.00 EMPLOYMENT STATUS DEFINITIONS

4001.01 Regular Employees

Employees holding a regularly-authorized District position who have completed any applicable probationary period. Regular employees may be full-time (budgeted to work 2,080 hours in a year) or part-time (budgeted to work at least 1,040 hours but less than 2,080 in a year). At the discretion of the General Manager, employment as a Regular Employee may or may not be subject to an Employment Agreement. If subject to an Employment Agreement, the nature, duration and conditions of employment will be established in writing at the onset of employment. Regular employees may be Fair Labor Standards Act (FLSA) exempt (paid on a salaried basis and not eligible for overtime compensation) or non-exempt (paid on an hourly basis and eligible for overtime compensation). Unless otherwise designated as “at will” at the time of appointment or in an applicable Employment Agreement, a regular employee may only be terminated or disciplined for cause.

4001.02 Temporary Employees

Employees hired to work fewer than 1,040 hours in a calendar year or employees, often recruited and placed through a temporary agency, who work on a temporary basis for the District. The nature, duration, and conditions of employment will be established in writing at the onset of employment. Temporary Employees will not be eligible for benefits that accrue to Regular Employees, including vacation time, sick leave, or holidays except as required by law. Compensation shall be on an hourly basis.

4001.03 Special Employment Categories

Employees hired for a special purpose or duration to meet a particular District need are “special employees” and may include: (a) provisional employees – those who meet the minimum qualifications for a regular position and who are appointed on an interim basis of at least two weeks’ duration to fill a vacancy until such position is filled; or (b) specially-funded employees – those working in a full- or part-time capacity but in a limited term position funded by special, non-District revenues. Special employees are not eligible for benefits that accrue to regular employees except as required by law or as otherwise specified in writing at the time of appointment to a special employment category.

4001.04 Non-Employee Services

The District may occasionally obtain services from external sources that are true independent contractors (e.g. law firms, engineering firms, environmental consulting firms, and the like.) Such arrangements will be made in writing and must be executed by the Board of Directors or the General Manager (or designee).

4001.06 Rehired Employees

Employees rehired after leaving employment with the District may be subject to employment at the discretion of the District. The nature, duration and conditions of employment will be established in writing at the onset of employment.

The ability to rehire California Public Employees' Retirement System (CalPERS) retirees is subject to the restrictions and guidelines set forth by the Public Employee's Retirement Law (PERL).

When an employee is rehired, his/her duration of District employment (see Policy 4050) will be adjusted by the period of time while not a District employee.

4001.20 Employment Agreements

The District will enter into an Employment Agreement with the General Manager, and such agreement will be approved and executed by the District Board and the General Manager employee. The District may also, at the discretion of the General Manager, employ persons to work for the District under a written Employment Agreement, which shall be signed by the General Manager and by the employee. The Employment Agreement shall specify the terms and conditions of the relationship between the District and the employee, and may include terms and conditions of employment that differ from those of other District employees.

4001.30 General Manager

The General Manager is the head of the District's personnel system. Where the term "General Manager" is used throughout the Human Resources policies in the District's Policies and Procedures manuals, as well as accompanying Administrative Procedures, the term shall mean the General Manager or designee(s).

4005.00 PROBATIONARY PERIOD DEFINED

A working test period of 12 months during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

4015.01 Objective of Probationary Period/Positions Covered

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. All employees appointed to District positions that are not "at will" positions must successfully complete a probationary period.

4005.02 Probationary Periods/Appointments to Positions

All original employee appointments shall be subject to a probationary period of no less than twelve months of actual service, and may be extended an additional 90 days at the discretion of the General Manager. All promotional or lateral appointments shall be subject to a probationary period of six months, which may be extended an additional six months at the discretion of the General Manager. If a probationary employee's probationary period

is extended, the employee shall be given written notice of the extension prior to the expiration of the probationary period.

4005.03 Extension of Probationary Period For Absences From Work

Absences from work for ten (10) or more work days during the probationary period, regardless of the reason or cause for the absence, shall automatically, and without further notice provided to the employee, cause the probationary period to be extended by the total number of calendar days of the absence. Approved vacation leave absences will not be considered for purposes of this section.

4005.04 Rejection from Probation

During the probationary period, an employee's District employment in that position is "at will," and he or she may be rejected at any time without cause and without the right of appeal. The probationary employee who is rejected will be notified in writing that he or she has not successfully completed the probationary period. If the rejection occurs during the original probationary period, the employee shall be discharged from employment. An employee who has previously completed an original probationary period, and who is rejected during a promotional or lateral probationary period, shall be reinstated to the employee's immediately former position unless he/she is rejected for a reason which would have constituted cause for the employee's discharge from the former position.

4005.05 Rejection of Probationary Employee

During a probationary period an employee may be rejected by the General Manager (or designee) at any time, with or without cause, and without the right of administrative appeal except as required by law.

4010.00 RECRUITING AND SELECTION

The following provisions apply to the recruitment and selection of Regular Employees. When such a personnel vacancy occurs, the General Manager will conduct a recruitment and selection program to identify and choose the most qualified individual for the position. The Board of Directors shall determine the procedures to be followed for recruitment and selection of the General Manager.

4010.01 Procedure

The following steps govern the recruiting and selection process:

- A. The District generally supports the practice of promoting from within. It also believes that employees have the primary responsibility for their own career development. To assist in both of these processes, the District will post all job vacancies.
- B. Upon the authorization of the General Manager, the District may waive the outside recruiting process on a case-by-case basis if it is determined to be in the best interest of the District to consider only internal candidates for the vacancy.
- C. Regular positions with the District generally will be subject to a competitive recruitment process, either as an internal or an external recruitment, as determined in the discretion of the General Manager. Vacancies will be

advertised in the appropriate medium(s) in hard copy or electronic versions, at the discretion of the General Manager, as needed to ensure a sufficient pool of qualified applicants. Liberal use of low-cost, widely disseminated electronic resources and social media is encouraged as appropriate, in order to reach a broad and diverse candidate pool. Recruiting sources could also include local or regional newspapers, posting on the internet and/or District web site, professional journals, trade publications and/or public sector job recruitment bulletins. A period of time for accepting applications will be established that will be sufficient for interested persons from outside the District organization to obtain and submit applications for vacancies when they occur.

- D. Incoming applications or resumes will be screened to identify qualified candidates. For positions below the General Manager, screening will be done by the General Manager or designee(s). The Board will establish any applicable screening process for candidates applying for the General Manager position.
- E. Screening interviews will be conducted. Interview panel composition will vary based on the needs of the position and circumstances, and they may include evaluator(s) from outside of the District (e.g., management or supervisory employees from other public agencies) to ensure the impartiality of the evaluation process.
- F. Once a candidate is selected, a conditional written offer will be made that identifies the position title, starting compensation, and other information about various terms and conditions of employment. Such offer will be conditioned on passing a reference and appropriate background check, as well as any applicable medical evaluation and drug/alcohol test. No candidate shall begin employment at the District prior to successful completion of the offer conditions.
- G. Once a candidate has successfully passed all of the conditional offer conditions, arrangements for a start date of employment will be made.
- H. Pre-employment medical screenings and applicable drug/alcohol testing will be at the District's expense by a physician or testing facility designated by the District. Final offers of employment are contingent upon the results of this examination
- I. Candidates who are conditionally offered employment must consent in writing to a Employment Background Investigation. This investigation will be at the District's expense by an investigator designated by the District and may include one or more of the following investigations: criminal court records; department of motor vehicles records; social security verification report; civil court index check; individual consumer credit check; bankruptcies, tax liens and judgments; sex offender registry; education and credential verification; employment verification; professional references; and workers' compensation history. Final offers of employment are contingent upon the results of this investigation.
- J. All employees must complete the Employment Verification Form I-9 issued by the Immigration and Naturalization Service and provide appropriate documentation of eligibility to work in the U.S.

4010.02 Notice

The General Manager shall inform the Board of Directors, via written or verbal notice, of all new employees, appointees or promotions at the next Regular Meeting of the Board of Directors.

The District is committed to equal opportunity with respect to all employees and applicants for employment. The District hires and treats employees without regard to race, color, creed, religion, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or expression, age, marital status, citizenship status, and status with regard to public assistance, physical or mental disability, medical condition, genetic information, veteran status, political affiliation or other basis protected by law. The District may make employment decisions on the basis of bona fide qualifications as permitted by law.

The District's human resources policies, including promotion, transfer, compensation, employee benefits, reassignment, layoff or termination of employment, training and development, and discipline will be administered in accordance with this Policy.

Any employee with a question or problem in the equal opportunity area should bring the question or problem to the attention of the General Manager or the General Counsel.

The District reserves the right, in some situations and business requirements, to prohibit employment of close relatives in any circumstances where there is actual or potential adverse impact on supervision, safety, security, efficiency or morale. Some such circumstances would include employment of relatives within a direct management reporting chain or any other circumstances of shared supervision, shared job duties, or any other. The purpose of this policy is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

4012.01 Close Relative Defined

Close relatives include:

Spouses*	Mother-in-law*
Parents	Father-in-law*
Children	Brother-in-law*
Brother	Sister-in-law*
Sister	Stepchildren*
Adopted Children	Stepparents*
Grandparents	Domestic Partner or romantic partner sharing other employee's residence
Grandchildren	Children of a Domestic Partner or romantic partner sharing other employee's residence
Grandchildren	
Aunts	Guardians / Wards
Uncles	Nieces
1 st Cousins	Nephews

*current and former

4012.02 Existing Employees

If District employees become Close Relatives after employment with the District, the District reserves the right to move or transfer one or both such Close Relative employees to eliminate actual or potential adverse impacts, as well as (in extreme circumstances) to terminate the employment of one or both Close Relative employees. Such action by the District shall be at the sole discretion of the General Manager or designee with respect to all positions below the General Manager. Such discretion shall reside solely with the Board of Directors where the General Manager is one of the Close Relative employees involved.

4013.00 VOLUNTEER PROGRAM

The Citrus Heights Water District has determined that the establishment of an unpaid Volunteer Program is an effective method of improving public service and participation by allowing citizens to volunteer their time, efforts and expertise to our organization. The specifics of the Volunteer Program shall be set forth in Administrative Policy (AP4013) promulgated by the General Manager. The purpose of this policy is to establish guidelines for the use of volunteers in District programs and/or day-to-day operations and to specify the roles and responsibilities of those involved in the Volunteer Program.

The Volunteer Program shall not be used to reduce, eliminate or otherwise supplant any position or task provided by the District that is maintained by dedicated, paid personnel employed by the District. Under no circumstances will a volunteer be assigned or undertake emergency activities involving water system operations, including but not limited to activities that, by law, must be performed by a certified operator. That would include, but isn't limited to, any operation or repair of the District's Water Distribution or Water Treatment systems without the proper supervision of a properly certified operator employed by the District. All District volunteers will be subject to the conduct requirements applicable to District employees, including but not limited to the Standards of Conduct in Policy 4501 and the District's harassment and discrimination prevention policy in Policy 4512.

4020.00 RIGHTS AND RESPONSIBILITIES

4020.01 General Principles

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors. To ensure that the District is able to carry out its statutory functions, mission, and responsibilities, the District is committed to the following general principles in personnel matters:

- 1) Basing personnel actions on merit, operational needs and efficiencies, excellent service to customers, and organizational needs.
- 2) Prohibiting illegal discrimination and other inappropriate bias.
- 3) Ensuring and fostering a culture of excellence and accountability in performance.

4020.02 Personnel Matters

In terms of personnel matters, the Board of Directors shall be responsible for the selection, management, and direction of the General Manager and General Counsel, for setting policy for the organization and providing staff with appropriate direction to implement such

policy. The General Manager shall be the chief personnel officer for the District responsible for the selection, management, and direction of the District's workforce. Throughout Division 4 of this District Policy and Procedures Manual, the term "General Manager" shall refer to the actual General Manager or designee.

4020.03 At-Will and "For Cause" Employment

"At-will" is an employment relationship in which either the District or the employee can end the employment relationship at any time, with or without cause or notice. Regular employees holding such positions will typically have an Employment Agreement with the District setting forth various terms and conditions of employment, however nothing in such agreement may alter the "at will" nature of their employment or guarantees any particular term of employment. Similarly, nothing in the District's policies and procedures shall be interpreted to modify or limit the employment-at-will relationship for such positions absent formal action by the District Board of Directors executed in writing.

For all Regular positions that are not designated as "at will," (typically these are positions below the Supervisor/Principal level of the organizational chart), employment with the district is "for cause" following successful completion of any applicable probationary period. This means that such employees may only be disciplined or terminated "for cause" and subject to applicable due process set forth elsewhere in these Policies and Procedures (Policy 4513). A "for cause" employee's acceptance of a promotion or transfer to a higher level position that is "at will" shall automatically be deemed a waiver of all "for cause" and due process rights or procedures.

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors.

4020.04 Review of Policy

All Human Resources Policies and Procedures will be reviewed and updated as frequently as evolving legal requirements may require. Further, the District shall endeavor to review and update its Human Resource Policies and Procedures approximately annually to ensure compliance with applicable law.

4040.00 PERSONNEL RECORDS AND PRIVACY

With regard to the collection, storage, dissemination and administration of information pertaining to employees, it is the District's policy to collect only information which the District needs to carry out valid responsibilities or that are otherwise required by law.

Access to personnel files is restricted to authorized employees of the District on a "need to know" basis and is typically restricted to the General Manager and designees regularly assigned to carry out various personnel duties and functions. Other employees may be granted access to personnel file materials at the direction of the General Manager in order to carry out specific authorized personnel functions and activities.

4040.10 Requests for Employee Information or Employment References

All requests for employee information shall be governed by applicable state or federal laws and shall be referred to the General Manager for handling.

Dates of employment (hire and/or rehire) and current job title of an employee may be released to a third party without a signed request or signed consent of the employee. Release of other information requires a signed request, specifying the information desired, the party or parties to whom it may be released, and the signed consent of the employee. Other releases of personnel information will be made as required by law.

Except for authorized disclosure of information by the General Manager, neither District Board members nor District employees shall provide employment references on former employees or current employees without the employee's execution of a written District waiver and release.

4040.20 Review and Duplication of Personnel Records and Medical Records

In accordance with applicable provisions of law, employees may review the non-confidential portions of their own personnel records file upon reasonable notice to the General Manager at a mutually agreed-upon time. One copy of the documents from the employee's personnel records file and medical records file can be made for the employee for their own records at District expense. Generally applicable copying charges will apply to any additional copies requested.

4050.00 EMPLOYMENT DURATION

The duration of employment with Citrus Heights Water District for all Regular employees shall be calculated under the direction of the General Manager for the purposes of establishing insurance benefit eligibility, calculating benefit accruals and the determination of other Human Resources policy provisions.

4050.10 Determination of Employment Duration

Unless otherwise specified in other Human Resources policies, the following criteria are to be used in determining an employee's District employment duration.

4050.15 Hire Date

The Hire Date for employees shall be the first day of employment with the District as a Regular Employee of the District.

4050.20 Employment Duration: Regular Employees

The duration of District employment for Regular employees shall be the difference in years between the current calendar date and the Hire Date inclusive of employment duration inclusions and excluding employment duration exclusions as specified below.

4050.25 Employment Duration Inclusions

The following absences from the workplace are to be included in an employee's duration of District employment:

- Annual Leave
- Management Leave for Exempt Employees
- Compensatory Time Off (CTO)
- Administrative Leave
- Sick Leave
- Compassionate Leave
- Court Appearance
- Jury Service Leave
- Holidays
- Leave without Pay (the first five (5) days annually)

4050.26 Employment Duration Exclusions

The following absences from the workplace are not to be included in an employee's duration of District employment, except as may otherwise be required by law:

- Personal Leave of Absence
- Layoff or Reduction of Work Force
- Break(s) in District Employment for Rehired Employees
- Leave without Pay (beginning with the sixth (6th) day annually)

4050.30 Employment Duration: Regular Part-Time Employees

The duration of District employment for Regular Part-Time employees shall be calculated based upon the number of cumulative hours paid as a Part-Time employee divided by 2,080 as expressed in years inclusive of employment duration inclusions and excluding employment duration exclusions as specified above.

4090.00 JOB DESCRIPTIONS

Job descriptions, including physical qualifications in compliance with state and federal law (e.g. the Americans with Disabilities Act (ADA)), shall be developed and maintained for each job position.

Job descriptions shall be used in a variety of personnel-related issues and circumstances, including but not limited to organizational structure, employee recruitment and selection, performance appraisals, evaluation of accommodation requests, etc.

The statements and qualifications contained within a job description shall reflect general details as necessary to describe the principal function of a job, including but not limited to the essential duties and other responsibilities; physical capabilities; working conditions; licenses and certifications required; and the level of knowledge, abilities, and experience typically required, but should not be considered an all-inclusive listing of work requirements, which often evolve and change from time to time.

4090.10 Job Description Development and Approval

The Board of Directors shall act as the approval and revision body for budgeted positions

set forth in the District's publicly-available pay schedule. The General Manager shall prescribe job classes and develop, approve, and amend as necessary all employee job descriptions consistent with the positions listed in District's publicly-available pay schedule.

4101.00 COMPENSATION/RECLASSIFICATION/POSITIONS

4101.10 Salaries

It is the intent of the District, subject to applicable economic conditions, to provide employee compensation that is comparable, based upon experience, qualifications, skill set, and performance, with those of similar water utilities and public agencies in the Sacramento region. "Salary" as used in this policy is used in the generic sense to refer to compensation generally, which may be paid on an hourly or salaried basis.

4101.11 Salary Ranges

The salary and total compensation schedules of similar water utilities and public agencies in the Sacramento region may occasionally be used by the District, along with other information as available.

In determining salary ranges for District employment positions, the following criteria are expressed as goals for the District:

- The maximum salary for a particular salary range is to be established as the 100th percentile of the best matches of the maximum labor market salary adjusted for total compensation including benefits. This will be used to set the top step of the District's benchmark classification salary. Salary ranges for all regular employment positions with the District shall be established by action of the Board of Directors.

4101.12 Salary Survey

The District shall perform a total compensation survey at intervals of no more than three years to ensure that District salaries are consistent with the marketplace.

The information resulting from a total compensation survey will be considered by the District in making amendments to the District's Salary Schedule.

- In the event that a District salary range or ranges are determined to be below the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed increase to the range. Such an increase to the range shall not automatically change an employee's salary except that an employee's then-current salary that is below the minimum or base salary for the range shall automatically be raised to the new minimum or base. Changes to employee compensation shall be determined by the General Manager and may be implemented over time subject to employee performance and the provision of budgeted funds.
- In the event that a District salary range or ranges are determined to be above the

marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed decrease to the range. Such a decrease to the range will typically not change an employee's salary except as otherwise determined by the Board of Directors. In the event that an employee's base salary is above the salary range as a result of a decrease to the range, said employee's salary will typically remain frozen (i.e. Y Rated), with no merit or COLA increases, until such time as the salary range is further amended, either due to COLA adjustments, subsequent total compensation surveys or action by the Board of Directors, such that said employee's salary is then within the salary range for the employment position.

4101.13 Salary Schedule

The Salary Schedule may only be amended by action of the Board of Directors. Employees should refer to the current Salary Schedule for further information.

4101.14 Salary Adjustments

Adjustments in salary for employees other than the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule may be considered and authorized by the General Manager.

An adjustment in salary for the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule shall be considered and authorized only by the Board of Directors.

4101.15 Reclassification

When changes in job duties, surveys or other data show that a position requires modification, the duties and responsibilities contained in the job description will be reviewed to determine whether reclassification is appropriate. Reclassification of a job may, but will not necessarily, increase or decrease an employee's rate of pay. In the event that a position classification has to be changed to a classification with a lower base salary range, the General Manager will determine if the employee's pay rate will be reduced. If the employee's pay rate is not reduced, the pay rate will remain frozen (i.e. Y Rated), with no merit or COLA increases, until the Salary Schedule is modified such that an increase may be considered.

4101.20 Other Compensation

In addition to salaried compensation provided to employees, other compensation may be provided as approved from time to time by the Board of Directors, and is listed in the Other Compensation Schedule.

4101.25 Positions

The positions listed in the District's current Salary Schedule are those for which the District maintains a current job description and salary range. Filling of the positions is dependent upon the needed skills and training necessary for the District to efficiently carry out its mission. Employment of any person or persons in any of the positions noted is further

dependent on the Board of Directors appropriation of funds through the District's budget process or by other Board-approved means. All listed positions need not necessarily be filled.

The orderly grouping of various functional positions is intended to be indicative of a typical career path that an employee could foresee based upon one's growth in areas such as but not limited to knowledge, training, education, accountability, responsibility, and employee supervision.

Temporary workers, which are not considered part of the District's regular work force may be hired from independent employment services at the discretion of the General Manager within authorized budget amounts.

4101.26 Expansion of Work Force

Expansion of the District's regular work force to include positions in excess of the organizational structure and chart shall require approval by the Board of Directors.

4102.00 SALARY COST OF LIVING ADJUSTMENTS (COLA)

The Cost of Living Adjustment (COLA) is reviewed on an annual basis by the General Manager. Any recommendations for COLA adjustments are then submitted to the District's Board of Directors for review and potential final approval, subject to its assessment of the District's then-current financial circumstances.

The Consumer Price Index for All Urban West Consumers (CPI-U) is to be used as a guideline. The current salary schedule will typically be reviewed in December and the salary ranges amended by a COLA as necessary, effective January 1 of each year to reflect the CPI-U percentage change for all urban west consumers during the latest twelve month reporting period (typically October to October). Cost of Living Adjustments are to be applied regardless of position within a salary range.

Unless otherwise directed by the Board of Directors, individual employee salaries shall increase by the same percentage amount as the COLA adopted by the Board of Directors, but individual employee salaries will not be reduced by a decrease in the COLA.

4102.10 Salary Survey

In the event that the District's salary schedule is amended due to a salary survey (see Policy 4101), amendment of the current salary schedule by a COLA will not apply.

4102.20 COLA for Reclassified Employees

Salary Cost of Living Adjustments for employees that are reclassified are addressed in the District's Reclassification Policy (see Policy 4130).

4102.30 No COLA for Part-Time and Temporary Employees

Hourly wage rates for Part-Time Employees and Temporary Employees hired directly by the District will not be amended due to a salary cost of living adjustment.

4103.00 SALARY MERIT ADJUSTMENTS

Salary adjustments within the salary range for a particular job title shall be based upon the employee's performance evaluation and any applicable criteria established by the General Manager by Administrative Policy. No employee whose overall performance evaluation rating is below "meets expectations plus" will be eligible for a merit adjustment in that rating year. Said adjustments shall be determined by the General Manager within the budget established and approved by the Board of Directors.

Salary adjustments for the General Manager shall require approval by the Board of Directors.

4103.10 Merit Adjustment At Top of Classification Range

Subject to its assessment of the District's financial circumstances and budgetary approval, the Board of Directors shall annually establish the District's publicly-available salary ranges for each regular, full-time classification other than the General Manager with a minimum salary, a maximum salary that equates to the top base step for each range, and an "extended range" that is no more than percent (5%) above the control point.

An employee who has, through merit adjustments, reached the top of the employee's salary range (i.e. the maximum salary) is eligible annually to earn "extended range" merit performance pay of 1-5% for the coming year in accordance with the ratings received in the employee's annual performance evaluation for the prior year. This percentage shall be set by and at the discretion of the General Manager (and for employees subordinate to Department Directors, the General Manager shall consult with the applicable Department Directors to establish the appropriate percentage.)

At the end of each evaluation year, the base salary for any employee who has been receiving "extended range" merit pay shall automatically revert back to the maximum salary level. If the employee's performance ratings for that year again qualify for "extended range" merit pay, a new corresponding percentage will be set and implemented for the coming year.

No employee who receives a rating in any evaluation category below "meets expectations plus" shall be eligible for "extended range" merit performance pay.

In no case may an employee's salary exceed the extended range established for that classification as set forth on the Board-approved, publicly-available pay schedule.

4105.00 EMPLOYEE RECOGNITION AND REWARDS PROGRAM

The District's employees are one of its most valuable assets. The District affirms its desire to employ highly skilled and motivated employees in order to provide the highest level of service within its own work force, to its customers and to the community. In order to acknowledge those employees that go above and beyond everyday expectations in their duties, the District will develop and maintain an Employee Recognition and Rewards Program, the details of which shall be set forth in applicable Administrative Policy implemented by the General Manager. The Board of Directors shall maintain discretion to approve funds designated for use in the Program.

4110.00 HOURS OF WORK

District employees generally work Monday through Thursday, defined as regular work days, unless otherwise prescribed by the General Manager. Work hours and schedules will be determined by the General Manager to meet the customer service, operational, project management and administrative needs of the District and may be modified from time to time at the discretion of the General Manager. Employees shall be notified in writing of their typical work schedule.

Periodic or temporary variations to the typical work schedule may be authorized in writing by the General Manager.

Certain limited time near the end of a work day may be authorized by the department supervisor for the cleaning up and putting away of tools and equipment. Employees may also be authorized to use this time to clean.

The District looks unfavorably at any idle time and encourages all employees to use their own initiative in all situations, when not otherwise directed, to make productive efforts toward the betterment of the District. Any employee who believes he or she has exhausted available regularly-assigned work tasks must immediately seek direction from a supervisor to obtain additional assignments.

4111.00 LUNCH AND REST PERIODS

4111.10 Lunch Period

All employees scheduled for more than a five (5) hour work day are eligible for a minimum thirty (30) minute unpaid lunch period during which the employee is relieved of duty. Scheduling of the lunch period will be at the discretion of the department director or supervisor, and the employee is responsible for taking the lunch period at the approved time. Lunch periods may exceed thirty (30) minutes in length at the discretion of the supervisor.

The lunch period is inclusive of travel time from and returning to the assigned work location.

Lunch periods are not paid work time. In situations authorized by the department director or supervisor for those lunches taken as part of a work or training activity, the time is deemed “hours worked” and paid in accordance with regular pay procedures.

4111.20 Rest Period

All employees are eligible for a paid rest period not to exceed fifteen (15) minutes for each consecutive four (4) hour work period. Scheduling of the rest period will be at the discretion of the department director or supervisor.

The rest period is inclusive of travel time from and returning to the assigned work location.

4112.00 OVERTIME PAY

District overtime pay policy will conform to the requirements of applicable law including the federal Fair Labor Standards Act. All “non-exempt” employees will be paid at one and one-half

(1.50) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a regular work week. A regular work week is defined as a seven-calendar-day period commencing at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Pay for non-exempt employees' work in excess of forty-eight (48) hours in a regular work week will be at two (2.00) times their regular hourly rate of pay. The District retains discretion to "flex" an employee's working hours within a single seven-day work period to reduce potential overtime costs.

Leave hours shall not be counted as hours worked for the purpose of qualifying for overtime pay except in circumstances where the employee works hours that require returning to work in an emergency situation, after being off duty on discretionary leave and where the emergency work hours are not a continuation of a regular work shift. Under these circumstances, when discretionary leave hours have been scheduled in advance (i.e. vacation or CTO) and are interrupted by an emergency call back, the leave hours within that work period may be counted as hours worked for the purpose of qualifying for overtime pay.

Employees are required to accurately report all hours worked, including overtime, on their timecards. Unauthorized or unreported overtime work is strictly prohibited. Employees may be subject to discipline for violations of this overtime policy.

At a non-exempt employee's option, compensatory time-off (CTO) in lieu of overtime payments may be granted subject to a maximum CTO accrual (see Policy 4303).

4112.02 Holiday Overtime Pay

All non-exempt employees will be paid at two (2.00) times their regular hourly rate of pay for hours worked on the day of the District observed holiday. For a list of designated District holidays (see Policy 4350).

4112.03 Paid Leave Following Extended Work Shifts

In consideration of the safety and well-being of District employees, all employees, at the discretion of the General Manager's approval, an employee may be granted authorized Leave-with-Pay on the work day that immediately follows a work shift that prevented the employee from having at least eight (8) non-working hours. The purpose of this provision is to ensure that District employees are not required to work when they are overly fatigued from working an overnight or extended shift and that employees are allowed non-working time off to rest without being required to use their Annual Leave, Compensatory Time-Off (CTO) or take Leave-without-Pay.

Upon returning to work after the prescribed eight (8) non-working hours, the employee may be granted a maximum Leave-with-Pay based upon the time difference to the nearest one-quarter hour between their typical work shift starting time and their actual return to work time. In the event that the employee works beyond their typical work shift ending time, the maximum Leave-with-Pay will be reduced by the time worked beyond the typical work shift ending time.

4112.04 Exempt Employees

Exempt positions are those ineligible for overtime compensation according to applicable law. Such positions will be so designated in the applicable job description and/or

Employment Agreement.

4112.50 Overtime Recruitment

Scheduled overtime or non-emergency response overtime work shall not be performed without the express prior approval of the General Manager. In unusual circumstances where the General Manager is unreachable, the highest ranking on-duty supervisor may approve such scheduled non-emergency overtime work. Emergencies requiring immediate response do not require prior approval. The procedure for staffing scheduled, non-emergency overtime shall be determined by the General Manager in an appropriate Administrative Procedure.

In an emergency situation (as determined by the General Manager), the General Manager retains the discretion to assign overtime (whether as a hold-over or call-back response) to the first available employees who possess the skill set necessary to address the emergency issue.

4113.00 PAYROLL

Payroll functions shall be performed under the direction of the General Manager.

4113.01 Payroll Period

The payroll period for payment of compensation due to employees shall be 14 calendar days in length. The payroll period shall end at 11:59 p.m. on the 14th calendar day following the beginning of the pay period.

4113.02 Payroll Withholding

The District will make payroll deductions as required by law for each employee. Deductions required by law may include, but are not limited to, Federal tax withholding, State tax withholding, Social Security and Medicare withholding. Deductions may also include garnishment of wages as ordered by a court of law or other entities as authorized by law. The District will also make payroll deductions as requested in writing by the employee for other programs or purposes approved by the District such as deferred compensation plans and supplemental insurance plans.

4113.03 Direct Deposit of Payroll Checks

The District may offer direct deposit of an employee's payroll check into the employees' personal financial account(s), subject to any requirements and/or limitations imposed by State or federal law, the District's payroll service vendor or the District. Enrollment in direct deposit shall be optional and at the sole discretion of each employee.

4113.10 Non-Exempt Employee Time Sheets

All District employees shall record their hours worked, contemporaneously with working the hours, on an Employee Time Sheet. Non-exempt full time employees must account for at least forty (40) hours per work week and shall record the starting and ending time of

each work day, each meal period, and any applicable leave time utilized or overtime hours worked. The Time Sheet shall be submitted on a bi-weekly basis to an employee's supervisor or designee as soon as practicable following the end of the work week, typically prior to 9:00 a.m. on the Monday morning immediately following the end of the work week. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

Accuracy of time sheets is critically important, and all employees are to certify in writing that the hours appearing on their time sheet are a true and accurate record of the actual hours worked. Any employee with a question about how to accurately complete the time sheet should seek direction from the General Manager prior to certifying and submitting it. Any attempt to falsify or misrepresent hours worked on a time sheet is strictly prohibited. Each employee's time sheet shall be reviewed biweekly and approved in writing by their supervisor.

4113.11 Time Sheets for Exempt Employees

Time sheets for exempt employees shall be submitted to account for and track tasks performed and as a method of recording leave hours used. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

4113.12 Work Week

For purposes of completing time sheets and determining hours worked during a work week, the District's work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

4113.20 Payday

All employees will be paid on the Thursday following the end of each bi-weekly payroll period except when this date falls on a District holiday. When this occurs, payment will be made on the preceding business day whenever possible within the constraints of the payroll process. When making payment on the preceding business day is not possible, payment will be made on the first business day following the District holiday.

4113.21 Payment for Standby Duty and Standby Duty Overtime

The bi-weekly payroll covers Standby Duty and Standby Duty Overtime work performed through the completion of a weekly Standby Duty period ending on or before the end of the pay period. Standby Duty and accompanying overtime work completed after the close of the bi-weekly payroll period will be reported and paid as part of the next payroll period.

Completion of a Weekly Standby Duty report by the Director of Operations shall serve as authorization for payment of Standby Duty and Standby Duty Overtime.

4113.30 Advances Prohibited

Employee payroll advances for hours not yet worked are prohibited.

4113.40 No Check Cashing

Cashing of personal or payroll checks by the District is prohibited.

4120.00 STANDBY DUTY

4120.01 Assignment and Rotation of Standby Duty

Regular employees with water distribution system operating experience and certification as a California State Water Distribution System Operator are eligible for water distribution system Standby Duty. Said water distribution system operating employees within the job classes of Expert/Specialist and Journey/Professional shall perform Standby Duty on a rotating basis subject to recommendation by the Director of Operations and approval by the General Manager. In recommending/approving an employee for Standby Duty, the following items shall be required:

1. Knowledge of the operation and maintenance of the District's water distribution and transmission system.
2. Knowledge of District geography.
3. Knowledge of District policies and procedures.
4. Response time to the District property / service area.
 - a. Employees assigned to Standby Duty must reside within twenty (20) miles of the District headquarters while performing Standby Duty.

The rotation schedule of employees eligible for Standby Duty shall be maintained and prepared on a bi-monthly basis at the direction of the General Manager. Assigned employees are responsible for their weekly duty as assigned, however, a substitute employee(s) from the ranks of those eligible is permitted, with the approval of the Director of Operations, so long as there is no inconvenience to other employees or the District.

Standby Duty shall begin at 5:30 PM on Tuesday and shall end at 5:30 PM on the following Tuesday. Employees shall not perform Standby Duty for two (2) consecutive weeks unless approved by the Director of Operations.

4120.02 Duties

The duties of the employee assigned to Standby Duty encompass responding, either by telephone or in person, to after-hour reports from customers or others of problems associated with District operations. Significant in this response is personal observation and analysis of failure or damage to the District's water transmission and distribution system. In analyzing the failure or damage, the Standby Duty person shall consider public safety, water quality, personal property, the integrity of the adjacent water distribution facilities and other related factors in determining the need to assemble additional District personnel to address the situation.

Selection and assembly of additional personnel to address an off-duty call-out situation shall be consistent with the District's Overtime Recruitment requirements.

An employee assigned to Standby Duty shall remain accessible at all times by a combination of an employee provided standard telephone and/or a District provided cellular telephone. The Standby Duty person shall not take part in repair activities if at all possible in order to remain accessible for subsequent responses to after-hour reports.

4120.03 Standby Duty Pay

Employees who are assigned to Standby Duty in a non-working status at their residence during off-duty hours shall be entitled to payment for Standby Duty in addition to their regular compensation and overtime pay as set forth in the "Other Compensation" schedule (see Policy 4101) per each Standby Duty assignment. Daily pay for Standby Duty, as set forth by the Board of Directors, may differentiate between regular work days, Friday, Saturday, Sunday and holidays.

An employee who is assigned to Standby Duty during the time period from 7:00 AM to 5:30 PM on a District observed holiday (see Policy 4350) will be compensated for the day the holiday is observed by receiving District holiday Standby Duty pay (see Policy 4101) and will also receive ten (10) hours added to their Annual Leave accrual upon completion of their Standby Duty assignment.

4120.04 Vehicle and Equipment Use

Employees who are assigned to Standby Duty shall be provided with and use a District vehicle, in accordance with the District's vehicle policy, as designated by the Director of Operations. Said vehicle shall be equipped with the necessary tools and equipment to enable the employee to properly carry out the tasks typically associated with Standby Duty. A check list of the tools and equipment necessary to perform Standby Duty shall be prepared by the Director of Operations. Weekly, prior to occupying said District vehicle, the incoming Standby Duty employee shall confirm that all tools and equipment are secure and present in good working condition. On the last day of a Standby Duty assignment, the outgoing Standby Duty employee shall clean said vehicle inside and out at the beginning of the regular duty shift.

The employee may, at his/her own risk and liability, store his/her personal vehicle at the District's corporation yard while using a District vehicle for the performance of Standby Duty. Relocation of a Standby Duty employee's personal vehicle to a location other than the District's corporation yard shall be the responsibility of the employee and shall be done outside of regular working hours without additional compensation.

4120.50 Call-Outs

4120.51 Call-Out Reports

A Call-Out Report must be completed by the Standby Duty employee for all calls received, whether or not it was necessary for the Standby Duty employee to respond in person to a call. The Call-Out Report will be prepared on the District provided form and shall be

delivered to an Operations Department supervisor at the beginning of the next regular work day.

All call-outs and overtime worked are to be reviewed by the Director of Operations prior to payment of overtime. The Director of Operations or designee shall prepare a weekly report quantifying Standby Duty Pay and Call-Out Pay. The Director of Operations shall maintain a historical file of Standby Duty and Call-Out Reports together with supporting documentation including, but not limited to, notification reports received from the District's answering service.

4120.60 Call-Out Pay

An employee shall receive overtime Call-Out Pay in addition to Standby Duty Pay whenever the employee is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following completion of the employee's normal work shift and departure from the District offices.

4120.61 Compensation Rate

Call-Out Pay shall be at the appropriate overtime rate of hourly compensation with a one (1) hour minimum per call-out.

4120.62 Multiple Call-Outs

Whenever the same employee receives multiple call-outs within the same time period (i.e., before the employee returns to his / her residence from the first call-out), the employee shall not be entitled to additional pay except for time actually worked beyond the first call-out minimum.

4120.63 Travel Allowance

For purposes of determining hourly compensation for call-outs, travel time from the employee's residence to the reporting station and return to residence shall be included in the minimum pay period. However, travel time does not count as "hours worked" for purposes calculating any applicable overtime. An exception to this would be if the employee would be required to remain on duty until the start of the regularly scheduled shift when return travel time will not be paid.

4200.00 EMPLOYEE INSURANCE BENEFITS

4200.01 General

The District provides a variety of insurance coverages and benefits. The General Manager or those employees designated to regularly perform human resources duties are available to discuss and answer employee questions. It is the employee's responsibility to fill out claim forms and send them in for processing; however, the employee may obtain assistance from such personnel.

4200.10 Employee Benefits Statement

The General Manager shall oversee preparation and distribution of an annual summary statement of employee benefits and costs related thereto including the employee's utilization of the District's Education Assistance Program (see Human Resources Policy 4401) shall be provided to each employee in accordance with particular benefit plan requirements or by March 31 of each year.

4210.00 HEALTH INSURANCE

Regular employees working forty (40) or more hours per week, and their dependents, as defined in Section 4210.10 of this Policy, are covered by a group health insurance plan through the District. Group health insurance benefits for Regular part-time and other employees are provided as required by law.

Coverage begins on the first day of the month following an eligible employee's hire date and is paid by the District to a monthly maximum periodically set by the Board. Monthly health insurance premium amounts for a covered employee that exceed this monthly maximum shall be paid by the employee in the form of a payroll deduction from each pay period. Covered employees shall also pay a contribution toward their health insurance coverage in accordance with the benefit program approved from time to time by the Board of Directors. Similarly, co-payments required by the approved benefit program shall be the full responsibility of the employee at time of service. Upon submission of a claim to a third party administrator, eligible co-payments may be eligible for reimbursement through an approved District health savings or plan or reimbursement program. Employees should consult Human Resources or the Provider for details.

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

Employees may elect not to enroll in a District-provided health insurance plan if they have qualifying health insurance coverage through a parent's, spouse's or a registered domestic partner's employer. Employees making such an election shall provide written documentation to the District verifying their health insurance coverage at least every six (6) months. If an employee elects not to enroll in the District-provided health insurance plan, the employee shall receive a payment of \$400.00 per month in lieu of health insurance enrollment. The payment shall be processed through the District's payroll, and is subject to all applicable federal, state and local withholdings. For non-exempt employees, this amount is also factored into the employee's "regular rate of pay" for purposes of overtime compensation calculations.

4210.01 COBRA

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

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

provided by federal or state law.

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

4210.10 Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier or by state or federal law. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate etc.) may be required by carriers as a condition of providing dependent coverage

4210.11 Directors

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

4211.00 DENTAL INSURANCE

The District provides group dental insurance for Regular employees whose positions are regularly scheduled to work 32 hours per week or more and their eligible dependents. Group dental insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4211.10 Dependents

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

42.10.11 Directors

Consistent with Section 2080.20 of this Policy and as permitted by law, Directors may participate in the District's group dental insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall

promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4211.20 Policy Renewal

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

4212.00 VISION INSURANCE

The District provides group vision insurance for Regular employees whose positions are regularly scheduled to work thirty-two (32) hours per week or more and their eligible dependents. Group vision insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4212.10 Dependents

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

42.10.11 Directors

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

4212.20 Policy Renewal

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

4220.00 LIFE INSURANCE

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a group life insurance plan. Premiums are paid by the District in

accordance with the current benefit program approved by the Board.

All employees may purchase additional life insurance above that provided by the District. Said purchase shall be made by payroll deduction as coordinated through Human Resources.

Provision of this additional life insurance is subject to acceptance by the insurance company. No additional compensation will be provided in lieu of non-acceptance of coverage.

4220.20 Accidental Death and Dismemberment Insurance

Regular employees who work thirty-two (32) or more hours per week are covered by a group accidental death and dismemberment insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4220.30 Policy Renewal

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

4222.00 DISABILITY INSURANCE

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a long term disability insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board. Employees will be provided with a copy of the plan document that specifies the situations by which an employee is eligible and the method by which the exact benefit is calculated.

In general terms, the benefit of Long Term Disability (LTD) Insurance is to provide income protection if the employee becomes disabled from a covered sickness, accidental bodily injury or pregnancy. Coverage begins after a specified number of calendar days of continuous disability as provided in the policy. Any and all accrued Annual Leave, Management Leave, Compensatory Time Off (CTO), Sick Leave may be used during the initial period and may be integrated with the employee's Long Term Disability Insurance benefit after this period. At no time will the employee's gross earnings between any combinations of insurance or accrued benefit be greater than 100% of the employee's regular pay during a period of disability.

A physician statement certifying a disability is required to apply for Long Term Disability Insurance benefits. Forms for application are available from Human Resources.

An employee's Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial thirty (30) calendar days of a disability, after which they will cease accruing until the employee returns to work. The District will continue to pay the District portion of health, dental, vision, life, accidental death and dismemberment and long term disability insurance premiums (at the levels in place prior to the LTD insurance claim event) while an individual is receiving LTD benefits to the extent required by law or other District policy.

4222.10 Policy Renewal

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

4223.00

WORKERS' COMPENSATION INSURANCE

Any employee, director, or officer who is injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as are awarded under the workers' compensation laws of the California Labor Code and the District's Workers' Compensation Insurance Policy.

It is the employee's responsibility to immediately report all injuries, regardless of severity, as set forth in Policy 4703, Injury and Illness Reporting.

The District will coordinate Workers' Compensation Insurance benefits with Sick Leave benefits if the employee so elects. After Sick Leave benefits are exhausted, Annual Leave, Management Leave or Compensatory Time-Off (CTO) may be used. Any employee who is off work and receiving Workers' Compensation Insurance benefits may elect to continue receiving a regular salary from the District while using accrued Annual Leave, Management Leave, CTO and/or Sick Leave.

Employee Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial 45 calendar days of a work-incurred disability, plus one day for each day (or fraction thereof) worked on a Return to Work Program (See Policy 4730) work assignment, after which they will cease accruing until the employee returns to unrestricted work duty. The District will continue to pay premiums for the group health, dental, vision, life, accidental death and dismemberment and long term disability insurance currently in force, up to the maximum dollar amount paid by the District while an individual is disabled and receiving Workers' Compensation Insurance benefits and on an approved Medical Leave of Absence (see Policy 4331). The employee will be responsible for paying any premium amounts that exceed the maximum amounts paid by the District.

4223.10

Volunteer Workers

Pursuant to District Resolution 7-97 and Labor Code Section 3363.5, an unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury sustained by such person while engaged in the services of the District under the direction and control of the governing Board of the District or its designee.

4301.00

ANNUAL LEAVE

The District's Annual Leave benefit provides Regular employees with paid time off for personal purposes including but not limited to an annual vacation. Ownership of Annual Leave is vested with the employee. Throughout this Policy manual and accompanying Administrative Procedures, where the term "vacation" is used it is as a synonym for leave covered by the District's Annual Leave benefit.

The District encourages every Regular employee to take an annual vacation as paid time-off away

from work. An annual vacation is defined as a minimum of forty (40) work hours of annual leave taken as consecutive full days away from work, excluding weekends and holidays, on an approved Annual Leave.

For the purpose of calculating the duration of District employment to determine Annual Leave accrual rate, total employment by the District as a Regular employee will be the basis. Such employment need not be continuous.

4301.01 Accrual

For each Regular employee, Annual Leave shall be earned and accrued for each regular hour paid on the basis of the schedule below:

Schedule A: For employees hired prior to October 15, 2008

Duration of District Employment at end of calendar month	Hours Accrued Per Reg Hr Paid	Maximum Hours Accrued Annually
0.00 to 3.99 years	.04616	96
4.00 to 6.99 years	.05770	120
7.00 to 9.99 years	.06924	144
10.00 to 14.99 years	.08077	168
15.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

Schedule B: For employees hired or re-hired on or after October 15, 2008

Duration of District Employment at end of calendar month	Hours Accrued Per Reg Hr Paid	Maximum Hours Accrued Annually
0.00 to 3.99 years	.04616	96
4.00 to 7.99 years	.05770	120
8.00 to 11.99 years	.06924	144
12.00 to 15.99 years	.08077	168
16.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

The Annual Leave accrual rate and determination of total District employment years for Regular employees shall be prorated in accordance with their regular scheduled hours (e.g. a 3/4 time employee will accrue at $\frac{3}{4}$ the rates and maximums specified above).

Employees shall continue to accrue Annual Leave while in a District-paid status on Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

4301.02 Scheduling

Vacations and time-off must be scheduled by, and approved as far in advance as possible, by the employee's Department Director. Department Directors will coordinate vacation schedules internally to minimize impact on the District's operation. Annual Leave scheduling will be at the discretion of the Department Director. In the absence of the employee's Department Director, his or her designee or the General Manager shall act as

the approving authority.

While on Annual Leave if an employee exceeds his/her earned Annual Leave time, his/her Management Leave and Compensatory Time-Off balances will be debited. When the aforementioned leave resources are exhausted he/she shall be considered on an unpaid Personal Leave of Absence subject to the provisions of the Personal Leave of Absence Policy 4330.

4301.03 Documentation

- A. A signed and approved Leave Request form is required for use of Annual Leave.
- B. The General Manager shall maintain records of Annual Leave balances, accruals and deductions. Employees shall be notified regularly of their Annual Leave balances through the District's payroll process.
- C. Annual Leave hours shall be deducted from an employee's total as used.

4301.04 Annual Leave Accrual and Payment

- A. Maximum Accrual. Employees are encouraged to take full use of their Annual Leave and avoid accumulations beyond 200 hours. Accumulations above 200 hours will be reduced to 200 hours based on the last payroll of October. Account balances in excess of 200 hours will be paid to the employee on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. Separation from Employment. If employment is terminated for any reason, accrued Annual Leave will be paid through the last full day of employment. Payment shall be made at the employee's then-current rate of pay. Employees may elect to receive payment for accrued Annual Leave at the time of temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Annual Leave. An employee may request payment once per year in accordance with the procedure set forth in the Administrative Procedures.

4302.00 MANAGEMENT LEAVE

In recognition of additional hours required due to working time necessary outside of regular working hours for exempt employees, as listed in Human Resources Policy 4112, Management Leave shall accrue for exempt employees and shall be credited independent of other Leaves. Ownership of Management Leave is vested with the employee.

4302.01 Accrual

Each exempt employee should receive 80 hours of Management Leave on November 1st. New employees or newly promoted employees receive a prorated number of hours based on their start date for the exempt position.

4302.02 Scheduling

Time-off must be scheduled and approved as far in advance as possible by the General Manager. The General Manager will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the General Manager.

4302.03 Documentation

- A. A signed and approved Leave Request form is required for use of Management Leave.
- B. The General Manager shall maintain records of Management Leave balances, accruals and deductions. Exempt employees shall be notified no less than bi-weekly of their Management Leave balance.
- C. Management Leave hours shall be deducted from an employee's total as used.

4302.04 Accrual and Payment of Management Leave

- A. Maximum Accrual. Employees are encouraged to take full use of their Management Leave and cannot have accumulations beyond 80 hours. Any accumulation of management leave hours will be reduced to 0 at the last full pay period of October, and the hours will be cashed out on a special payroll in November. Payment shall be made at the exempt employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. Separation from Employment. If employment is terminated for any reason, accrued Management Leave will be paid through the last full day of employment. Payment shall be made at the exempt employee's current rate of pay. Employees may elect to receive payment for accrued Management Leave at the time of a temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Management Leave. Once per calendar year, an employee can request payment in lieu of accrued Management Leave in accordance with the procedures and requirements set forth in Administrative Policy 4301 relating to payment in lieu of Annual Leave or Management.

4302.05 Conversion of or Maintaining Management Leave

Accrued Management Leave for exempt employees who then become non-exempt will, at the time of receiving non-exempt status, be subject to one of the following options at the written direction from the employee:

- A. Conversion in full from Management Leave to Annual Leave (see Human Resources Policy 4301 Annual Leave).
- B. Maintained as Management Leave for use by the employee with no further accruals.

4303.00 COMPENSATORY TIME- OFF (CTO)

Regular employees may choose to receive Compensatory Time-Off (CTO) in lieu of paid overtime. Ownership of CTO is vested with the employee.

A maximum balance of one hundred sixty (160) hours of CTO may be maintained at any one time. These one hundred sixty (160) hours may be used only as time off and may be carried indefinitely. Overtime work hours will be converted at the appropriate rate consistent with Human Resources Policy 4112 Overtime Pay and Recruitment (1 ½, 2, 2 ½ times) to regular hours of CTO.

Exempt employees are not eligible for overtime compensation and are excluded from accrual of CTO.

4303.01 Conversion Table

Overtime hours will be converted to regular hours of CTO at the following rates:

One (1) hour of regular overtime equals one and one-half (1½) hours of CTO

One (1) hour of double time overtime equals two (2) hours of CTO

One (1) hour of Holiday overtime in excess of eight (8) hours equals two and one-half (2½) hours of CTO

The General Manager will designate District staff that will perform the conversion calculations.

4303.02 Scheduling

Time-Off must be scheduled by, and approved as far in advance as possible, by the employee's Department Director. Department Directors will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the Department Director.

4303.03 Documentation

- A. A signed and approved Leave Request form is required for use of CTO.
- B. The General Manager shall maintain records of CTO balances, accruals and deductions. Employees shall be notified of their CTO balance on their bi-weekly pay stub.
- C. CTO hours shall be deducted from an employee's total as used.
- D. Employees desiring to receive CTO for overtime hours worked shall so indicate on their weekly timesheet next to those hours requested to be converted from paid overtime to CTO.

4303.04.1 Payment in Lieu of Compensatory Time-Off

- A. Once per calendar year, an employee can request payment in lieu of accrued CTO in accordance with the procedures and requirements set forth in Administrative Policy 4301 relating to payment in lieu of Annual Leave, Management Leave and CTO.
- B. Employees can request to cash out CTO balances above 80 hours during the last payroll of October. Cash outs will be paid on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- C. If employment is terminated for any reason, accrued CTO will be paid in full at

the time of final compensation. Payment shall be made at the then-current hourly rate of pay, or the average rate over the final three years of employment, whichever is greater.

- D. Payment for CTO hours accrued will be provided at the time of employee separation from the District except that employees may elect to receive payment for accrued CTO (a) at the time of a temporary reduction of work force (see Human Resources Policy 4810 Layoff or Reduction in Workforce).

Payment of CTO shall be processed through the District payroll. The District shall report paid CTO and make withholdings from paid CTO in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements.

4303.05 Conversion of CTO to Management Leave for Exempt Employees

Accrued CTO for non-exempt employees who then become exempt will be converted in full from CTO to Management Leave for Exempt Employees (see Human Resources Policy 4302, Management Leave) at the time of attaining exempt status.

4305.00 ADMINISTRATIVE LEAVE

An employee may be placed on paid Administrative Leave when such action is determined to be in the best interest of the District at the discretion of the General Manager. While on Administrative Leave, an employee shall retain the same rights and benefits as if he or she were physically present for duty; however, in the General Manager's discretion, access to District premises, equipment, or systems may be restricted during Administrative Leave periods.

4308.00 PREGNANCY DISABILITY LEAVE

An employee disabled by pregnancy, childbirth or related medical conditions may be eligible to take a pregnancy disability leave (PDL) of absence. If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the District may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis. The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all

covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the District can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the General Manager or employees with designated Human Resources duties shall provide a medical certification form that the employee can take to her doctor.

PDL is unpaid. At the employee's option, she can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. The District does require, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the District's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements with an employee with designated Human Resources responsibilities for payment of their share of the insurance premiums.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

4308.01 Lactation Breaks

The District will provide a reasonable amount of break time for an employee who wishes to express breast milk for her infant child. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If break time cannot run concurrently with rest and meal periods, it will be unpaid.

The District will make reasonable efforts to provide the use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This location may be the employee's private office, if applicable. Please consult the General Manager or an employee with designated Human Resources responsibilities if you have questions regarding this policy.

4309.00 NEW PARENT LEAVE

Eligible District employees may, upon request, take up to 12 weeks of unpaid new parent leave

under California's New Parent Leave Act. The leave may be used to bond with a new child within one year of the child's birth, adoption, or foster care placement, under the circumstances set forth below. Parental leave must be concluded within 12 months of the child's birth, adoption or foster care placement. Employees should direct any questions to the General Manager or Human Resources staff.

To be eligible for New Parent Leave, employees must:

- (1) have more than 12 months of service with the District during the 12-month period prior to the date on which the leave is to commence;
- (2) have at least 1,250 hours of service with the District during the previous 12-month period; and
- (3) work at a worksite in which the District employs at least 20 employees within 75 miles.

The maximum amount of leave an employee may use under this policy is 12 weeks within a 12-month period. In the case where both parents are employed by the District and are otherwise eligible for leave, the combined total leave amount for both employees may not exceed 12 weeks. Further, parental leave will be provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.

Eligible employees may take parental leave in at least two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations. Intermittent leave is permitted in the same intervals as provided in the District's sick leave policy.

Leave under the New Parent Leave Act is unpaid, although employees are entitled to utilize accrued annual leave, CTO, management leave, paid sick time as a source of wage replacement during such leave.

During New Parent Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the parental leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

The District may recover the premiums that it paid for maintaining coverage for the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which the employee is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

Employees must notify the District of their request for New Parent Leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. All requests for New Parent Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the

requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave. Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the New Parent Leave Act. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take New Parent Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If the District employs both parents who are entitled to New Parent Leave, the District is not required to grant leave in an amount beyond that available to one eligible parent.

The District will not discriminate in any way against, an individual because he or she exercised New Parent Leave rights or gave information or testimony as to the employee's or another person's New Parent Leave, and it will not interfere or limit in any way the exercise or attempted exercise of any such rights.

4310.00 SICK LEAVE

The District's Sick Leave benefit provides income protection for Regular and Part-Time employees who, because of personal or family illness or accident, are temporarily disabled and absent from work for limited periods of time. Sick Leave is to be considered a privilege based upon specific circumstances. Sick leave has no cash value or other value at separation except as set forth in this Policy and as may be provided in the District's current agreement with CalPERS.

4310.01 Accrual

For each Regular employee, Sick Leave shall be earned and accrued beginning upon the completion of the first full month of employment and thereafter at the end of each full month of employment at the rate of eight (8) hours per month.

The rate of Sick Leave accrual for Regular employees shall be per pro rata to match the employee's work hours as a percentage of full time equivalency (but not less than one hour per thirty hours worked).

Employees shall continue to accrue Sick Leave while on a District-paid form of leave, including Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

Sick Leave may be accumulated with no maximum.

An employee who becomes ill while on Annual Leave, Management Leave or CTO and desires to claim Sick Leave rather than use of said Leaves as scheduled shall make such a request as soon as possible. The District may require, without prejudice, a medical doctor's certificate for any period of Sick Leave requested while on Annual Leave, Management Leave or CTO.

Sick Leave is not considered to be discretionary and is to be used only during illness or to

attend to the illness of a family member. If Sick Leave is exhausted, Annual Leave, Management Leave, or CTO can be used in instances of an employee's illness or need to attend to the illness of a family member. Sick Leave shall not be advanced to an employee prior to its regular accrual; in other words, Sick Leave balances shall not be allowed to go in arrears. An employee with no Sick Leave, Annual Leave, Management Leave, or CTO shall not receive compensation for days not worked due to illness or injury.

4310.02 Procedures

- A. Notification/Maintenance of Contact – An employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practical. Extended Sick Leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor of their ongoing need to use Sick Leave and their estimated date of return to work and to maintain this communication. The supervisor shall relay this information to their Department Director.
- B. Medical Release to Return to Work - The District reserves the right to require a health care provider's written release before the employee may return to work. "Health care provider" has the same meaning as defined in paragraph (6) of subdivision (c) of Section 12945.2 of the Government Code, as it may from time to time be amended.
- C. The District will not condition the use of sick leave on the employee finding someone to cover his/her work.
- D. The District retains the right to request verification of sick leave eligibility/appropriate usage in circumstances indicating potential sick leave fraud or abuse may exist.

4310.03 Permitted Usage

- A. Except as otherwise provided by law or other District policy, an employee may only use paid sick days for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

The term "Family Member" for purposes of this Policy includes:

- dependent child (including biological, adopted, or foster children, stepchildren, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status),
- parent (a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child),
- spouse,
- registered domestic partner,
- grandparent,
- grandchild,
- sibling, or other family member with whom the employee resides.

- B. In limited emergency circumstances declared by the General Manager, not to exceed a period of four (4) months from such declaration, an employee may also temporarily be permitted to use the employee's accrued sick leave for absences to attend to mandatory evacuations and post-evacuation cleanup affecting the employee or the employee's "Close Family Member" that are caused by local natural disasters (e.g. the Oroville Dam evacuation in February 2017 and the northern California wildfires in October 2017). For purposes of this section, "close Family Member" shall have the same definition as in District Policy 4311 (Compassionate Leave).

To be eligible for such temporary use of sick leave, an employee must:

- Have accrued District sick leave available (no "advance" of sick leave is permitted);
- Personally own or rent real property within an area subject to a mandatory evacuation order, or have a Close Family member who owns or rents property within an area subject to a mandatory evacuation order.

4310.04 Documentation

- A. A signed and approved Leave Request form is required for payroll/tracking purposes of Sick Leave.
- B. The General Manager shall maintain records of Sick Leave balances, accruals and deductions. Employees shall be notified no less than monthly of their Sick Leave balance.
- C. Sick Leave hours shall be deducted as used (per pay period) from an employee's total.

4310.05 Accrued but Unused Sick Leave at Retirement or Separation

During employment, a District employee's accrued sick leave has no cash value except as a wage replacement source during sick leave-related absences.

At retirement or separation, for employees hired on or after September 1, 2019, accrued but unused sick leave has no cash value, but may be converted to CalPERS service credit at retirement as permitted by law and the District's then-current contract with CalPERS.

At retirement or separation, for employees hired prior to September 1, 2019, upon execution of a full release of claims against the District and all District personnel, an employee will be eligible for severance pay equal to their current hourly rate of pay multiplied by the value of one-third of their remaining Sick Leave hours balance, if any, as follows:

- A. Upon death while employed by the District, or
- B. For CalPERS Members who retire from the District, as to remaining hours after sick leave, if any, is converted to additional CalPERS service credit (as permitted by law and the District's then-current contract with CalPERS), or
- C. Upon employee's separation from employment (other than any CalPERS retirement) due to an inability to return to work upon the end of an approved Medical Leave

The District provides up to three (3) days of Compassionate Leave with pay twice in a calendar year in the event of a death in a Regular employee's close family relative as defined below or any family member who resides with or with whom the employee resides.

4311.01 Close Family Relative Defined

Close family relatives include:

Spouses*	Mother-in-law*
Parents	Father-in-law*
Children	Brother-in-law*
Brother	Sister-in-law*
Sister	Stepchildren*
Adopted Children	Stepparents*
Grandparents	Domestic Partner
Grandchildren	Domestic Partner's Children
Aunts	Guardians / Wards
Uncles	

*current and former

The Catastrophic Illness / Injury Leave Donation Program allows Regular employees to donate leave time to other Regular employees that are not able to work due to a catastrophic illness or injury. This Program functions as a wage replacement program during an otherwise approved leave of absence. It does not guarantee any particular type or duration of approved leave of absence. A catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee for an extended period of time and for which taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his or her sick or other District-paid time off. This illness or injury may serve to incapacitate the employee or a member(s) of the employee's immediate family which requires the employee to take time off from work for an extended period of time to care for that family member(s).

The procedures and requirements of the Program are set forth in Administrative Procedure AP4312.

4320.01 Work-Related Court Appearance

Work-related court appearances are work time for which District employees shall be paid. A copy of all subpoenas or notices requiring appearance in court or at a deposition shall be provided to the General Manager as soon as possible following an employee's receipt of them so that appropriate scheduling and other arrangements can be made. If an employee's private vehicle is used for travel, mileage to and from the appearance shall be reimbursed in accordance with the applicable District reimbursement policies. All time spent by an employee in traveling, waiting and testifying for such appearances will be compensated at

his/her regular rate of pay with such hours credited as hours worked for purposes of overtime calculation, if necessary. Should an employee receive from a court or other non-District sources, fees for services as a witness reimbursement or mileage reimbursement for travel in a District vehicle, the employee shall relinquish such fees to the District.

4320.02 Non Work-Related Court Appearance

Non-work related court appearances will require the employee to use Annual Leave, Management Leave or Compensatory Time-Off (CTO) to the extent that such leave time is available to the employee. If no such paid time off is available, the employee will have to take the time off as unpaid. Requests for non-work court appearance leave should be made as soon as practicable following an employee's receipt of a notice to appear.

4321.00 JURY SERVICE LEAVE

All employees are eligible to receive Jury Service Leave and compensation for regularly scheduled work hours when such employee is serving as a juror for any legally constituted court or government unit.

Upon receipt of a court summons, an employee shall present the summons to the General Manager at least one week, if possible, in advance of Jury Service. The General Manager will make any necessary scheduling adjustments to accommodate the employee's Jury Service.

To receive compensation for work time missed due to Jury Service, employees must select the "standby" option for the jury service, if available. Employees are to report to work until such time as they are actually called to report for Jury Service if they are on the "standby" option and/or if the time required to meet Jury Service obligations is less than five (5) hours per day. Eligible employees who serve on Jury Service will receive their regular District compensation for regularly scheduled work hours. Regular compensation does not include Certification Compensation, Standby Duty Pay, Call-Out Pay or other special pay provisions. Jury Service hours are not considered as hours worked for overtime purposes.

Pursuant to the California Code of Civil Procedure Section 215(b), employees of the District that continue to receive compensation from the District for work time missed due to Jury Service will not be paid juror fees from the courts. District employees shall complete the court's Fee Waiver Form in this regard and provide the District with a copy of said Form along with the jury certification slips noted below.

All jury certification slips received indicating appearance dates shall be submitted to the General Manager with a copy to the employee's supervisor.

4325.00 MILITARY DUTY LEAVE OF ABSENCE

Subject to presentation of Orders, a District employee shall have the right to a Military Duty Leave of Absence in accordance with state and federal law. An employee seeking Military Leave should present the applicable orders to the General Manager to determine applicable leave rights, compensation, etc. In addition to the presentation of Orders, a District Leave Request Form must be completed by the employee and approved by the employee's Department Director prior to said Leave.

The District may grant Regular employees unpaid time off for substantial personal reasons at the sole discretion of the General Manager. A Personal Leave of Absence will not be granted unless all Annual Leave, Management Leave and Compensatory Time-Off (CTO) are exhausted. All Personal Leaves of Absence under this policy are unpaid, and reinstatement is not guaranteed, except as otherwise required by law.

4330.01 Duration

Approved leaves may be granted for a period of no less than seven (7) calendar days and no more than sixty (60) calendar days, except as may otherwise be required by law.

4330.02 Procedure

Request for a Personal Leave of Absence must be submitted in writing to the General Manager at least ten (10) calendar days prior to the Leave commencement date, except when medical conditions or emergency situations make such requirement impossible. Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4330.03 Reinstatement

Upon return to work, an employee will be reinstated in the same job classification, or to a position of like status, pay and benefit entitlement that he/she held prior to his/her Personal Leave of Absence. Nothing contained herein, however, shall limit the District's right to reorganize, expand or curtail any service. In the event an employee's job is eliminated while he/she is on a Leave, the employee shall be entitled upon his/her return, to the same alternatives and considerations that would have been available to the employee had he/she been working at the time his/her position was abolished. An employee's failure to return from a Personal Leave of Absence by a pre-arranged written date will be considered an Absence Without Notice (see Policy 4511).

4330.04 Benefits

During the period of Personal Leave of Absence, arrangements must be made by the employee to pay applicable group health, dental, vision, life, accidental death and dismemberment, and long term disability insurance premiums which are normally paid by the District and to pay for supplemental benefits that are being paid by the employee through payroll deduction. Retirement benefits, Annual Leave, Management Leave and Sick Leave, and any other leave for which accrual is based on time worked or paid time off; will not accrue for the period of the Personal Leave of Absence regardless of the length of said Leave.

Except as otherwise required by law, when an employee returns to work from an approved Personal Leave of Absence, his/her duration of District employment (see Policy 4050) will be adjusted by the period of time absent from work while on an approved Personal Leave of Absence.

If an employee is dismissed from employment with the District due to his/her inability to

return to work upon the end of an approved Personal Leave of Absence, said employee will be entitled to compensation for the balance, if any, of his/her Annual Leave, Management Leave and CTO.

4350.00 HOLIDAYS

To provide paid time-off benefits for its Regular and Part-Time employees, the District recognizes the following holidays for all Regular and Part-Time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Wednesday before Thanksgiving (1/2 day)	Fourth Wednesday in November
Thanksgiving Day	Fourth Thursday in November
December 24 (1/2 day)	December 24
December 25	December 25
Floating Holiday (1 work day)	Approved for use via vacation leave procedures; cashed out in November each year if unused

If a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Friday or Saturday, it will be observed the preceding Thursday. December 24 is an exception, if it falls on a Friday, Saturday or Sunday it will be observed the preceding Thursday. An employee must be in a paid status (either working or using approved District-paid leave) both the work day before and the work day after a designated holiday in order to receive pay for the holiday.

4401.00 EDUCATION ASSISTANCE PROGRAM

The District encourages Regular employees to participate in educational and training activities. In addition to increasing employee job proficiency, this Education Assistance Program is intended to improve work force stability and the District's ability to attract and retain outstanding employees.

The Education Assistance Program is available to all Regular employees subject to the approval and discretion of the General Manager. The Board of Directors shall act as the approval body for programs applicable to District Officers per Board of Directors and Officers Policy 2060 and the General Manager.

Expenses advanced by the District for pre-approved educational and training functions that are not attended by the employee (except for circumstances beyond the employee's control as determined in the discretion of the General Manager) and for which a refund or credit cannot be obtained shall be reimbursed to the District by the employee within thirty (30) calendar days of the date of said function.

When required by law, amounts paid to employees under the Educational Assistance Program shall be reported by the District as income to the employee and payroll withholdings made in accordance

with State and Federal law.

4401.01 Certification

Regular employees are encouraged to avail themselves of educational opportunities leading to:

- Certification as a Water System Operator and Water Treatment Operator by the State Water Resources Control Board.

4401.02 On-Duty Education

Regular employees may, with prior approval by the General Manager, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's current position, or one he/she may reasonably aspire to.

Management will annually review and identify areas of training required to maintain technical and administrative capabilities. The District will pay fees, tuition, and approved expenses. The General Manager's approval for all requests for on-duty training must be obtained prior to attendance and/or making reservations.

4401.03 Off-Duty Education

Regular employees who desire to obtain skills and/or knowledge, on a voluntary basis, that enables them to improve their general knowledge base and prepare them for future assignments.

This education may occur after regular working hours at an accredited university, college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general water, administrative and public service functions of the District.

Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE) or by the California Bureau for Private Postsecondary Education (BPPE).

Under special circumstances which must be approved in advance, employees may be approved to attend classes during business hours if, 1) the course is not (and will not be) available during non-business hours or through a correspondence course; 2) the course pertains to a District-approved degree program; and 3) the employee arranges a flexible time schedule with his/her Department Director to make up off-duty time spent at class during normal business hours.

4401.04 Eligibility for Off-Duty Education Financial Assistance

Only Regular employees who are performing their jobs satisfactorily and have an employment duration with the District of more than one (1.00) year are eligible for this program.

The following off-duty education may be considered for financial assistance:

1. Degree (Associates, Bachelors, Masters, other as approved).
2. Specific courses taken for credit relating to water functions.
3. Specific courses taken for credit having a general connection to the functions or mission of the District (i.e., accounting, secretarial, welding, chemistry, information technology, etc.) but not relating to the employee's current position.

4401.05 Conditions for Financial Assistance

The following conditions apply for receiving financial assistance from the District:

1. Every course that the employee desires to attend must be approved in advance as applicable by the General Manager (or for the General Manager's course(s), by the Board of Directors.)
2. Reimbursement to the employee upon completion of the course with a minimum final grade of a C or equivalent.
3. For good cause shown and financial need demonstrated, the General Manager may approve an advance payment to employee for use in paying tuition upon employee entering into a written agreement (attached policy 4401.A1) to repay the District within one year for any funds advanced where employee fails to complete the course with a minimum final grade of a C or equivalent. Such written agreement will include employee authorization to withhold payments of \$100 per pay period from employee's salary, and the balance (if any) to be deducted from employee's final paycheck upon separation.
4. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then the remaining cost will be paid by the District.
5. The contribution by the District shall be limited to \$650.00 per course including tuition, books, supplies, and other expenses, including travel. Contributions and participation in excess of \$650.00 per course by the District may be considered for approval by the General Manager (subject to budgetary approval by the Board).
6. The maximum reimbursement that may be received by an employee in one calendar year shall be \$1,950.00 based upon the date of course completion.

4411.00 DEFERRED COMPENSATION

All Regular District employees are eligible for membership in the District's deferred compensation plan(s). Payroll deductions are available upon request.

Effective as of January 6, 2020, the beginning of the first payroll period in 2020, the Employer shall make a matching contribution on behalf of all regular District employees equal to the amount of an employee's Elective Deferral Contributions and Designated Roth Contributions to the Plan for each payroll period, up to a maximum contribution of three percent (3%) of the employee's Base Salary for the payroll period. Contact the General Manager for information on joining the plan(s).

4420.00 EMPLOYEE EQUIPMENT

Employee tools and safety equipment shall be issued as necessary to perform the work prescribed. The specific equipment and reimbursements provided shall be determined at the discretion of the General Manager and identified in an administrative procedure modified from time to time as operational issues dictate. Failure to utilize required safety equipment in violation of District policies or applicable state/federal requirements is prohibited and will subject an employee to disciplinary action.

Employees shall be provided with uniforms in accordance with Policy 4530.

Employees are liable for any loss or damage caused by negligence or misuse of District-provided employee equipment. Personal use of District-provided employee equipment is not permitted.

4430.00 EMPLOYEE SUGGESTIONS

Employees are encouraged to provide suggestions to their supervisor, Department Director or to the General Manager that may lead to improvements in District operations, services and conditions in the workplace.

4440.00 MEMBERSHIP IN PROFESSIONAL & TECHNICAL SOCIETIES/ASSOCIATIONS

The District may pay directly or reimburse employees for dues and expenses related to District-approved membership in professional and technical societies and associations which directly benefit the District. District-approved memberships shall be determined by the General Manager, subject to authorized budget limits.

4450.00 TELEPHONE CALLS

The use of District telephones (both landlines and cellular/smart phones) is intended for official District business. While it is understood that the use of District telephones for personal reasons is necessary on occasion, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Employees shall not use District telephones for personal toll/long-distance calls that incur charges.

4501.00 STANDARDS OF CONDUCT

The tenure of every District employee shall be conditioned on consistent demonstration of good behavior and satisfactory work performance. In addition to observing generally-accepted standards of professional workplace decorum, the District observes the following non-exhaustive list of Standards of Conduct to guide employees and to assure a safe, efficient, and harmonious operation of the District. Infractions of District standards, or other actions inconsistent with the goals of the District, may lead to disciplinary action under the procedures described in Human Resources Policy 4513. Nothing in this Policy nor Policy 4513 alters a District employee's status as "at will" or "for cause".

Standards of Conduct applicable to District employees include, but are not limited to, the following:

1. Employees shall satisfactorily attend to and perform their duties.
2. Employees shall maintain satisfactory attendance and arrive to work on time, with

- satisfactory and appropriate justification for absences or tardiness
3. Employees shall demonstrate respect for, and adhere to, assignments and directives issued by supervisors.
 4. Employees shall properly and truthfully complete District records or other documents, including the employment application, time cards, leave requests, benefits related documents or requests, and other records of the District.
 5. Employees shall not engage in physical altercations with, threats of physical harm to, and physical and/or verbal abuse of employees, customers or the public.
 6. Employees shall exercise prudent care and caution in the conduct of their duties.
 7. Employees shall observe safety rules, regulations, policies, practices and procedures including the wearing of safety equipment as directed.
 8. Employees shall utilize and operate District equipment and vehicles carefully and safely in accordance with applicable law and District policy.
 9. Employees shall not engage in the theft or unauthorized use/removal of District property.
 10. Employees shall not negligently or willfully destroy District property or property of others.
 11. Employees shall not engage in unauthorized solicitation or distribution of solicitations. With the exception of District related and/or charitable activities specifically approved by the General Manager or Board of Directors, solicitation is prohibited during work time and in work areas. Distribution of unauthorized literature, posters, handbills or notices in work areas or while on working time is prohibited.
 12. Employees shall not bring or possess an inherently dangerous weapon on District property during employment, including but not limited to firearms, explosives, and knives or similar cutting implements other than those issued for official duties by the District.
 13. Employees shall strictly observe the District's drug and alcohol-free workplace policy Employees shall not report to work under the influence of, or engage in the possession, sale, purchase or use of, alcohol, drugs or any substance which would impair their ability to work.
 14. Employees shall take and subscribe any oath, affirmation or deposition as required by law in connection with District employment.
 15. Employees shall not engage in activities that create a conflict of interest with their duties and responsibilities with the District.
 16. Employees shall not engage in discriminatory, harassing or retaliatory behavior in violation of District policies or applicable law.
 17. Employees shall immediately report the loss, revocation, suspension, or restriction of a California Driver's License when such is necessary to operate District vehicles as a condition of employment.
 18. Employees shall immediately report the loss, revocation, suspension, or restriction of a State Water Resources Control Board Water Distribution Operator Certificate or Water Treatment Operator Certificate when such is necessary to operate and maintain District facilities as a condition of employment.
 19. Employees shall report for required medical examinations or tests or comply with a District request for a physician's statement.
 20. Employee shall not engage in conduct unbecoming of a District employee or engage in other practices that may be inconsistent with or undermine the mission, vision, values, commitments, image, policies, or goals of the District.

Punctual, consistent and reliable attendance is an essential function of all District positions.

4511.01 Absence

An absence is defined as any failure to be present for work during scheduled working hours (including overtime). Absences which are excused are detailed beginning with Policy 4301 and concluding with Policy 4350.

4511.02 Lateness

Each employee is required to arrive on time, ready to work and complete a full shift. Supervisors will document and use disciplinary actions to correct persistent patterns of lateness or departing early. Lateness is defined as not being present and prepared to work at an assigned location at a prescribed time.

4511.03 Notification

Employees are required to give their supervisor advance notice, when possible, of lateness or absence. If advance notice is not possible, personal notification by phone should be given directly to the supervisor prior to work starting time. A voice message left in the supervisor's District voice mail box or by an electronic mail (e-mail) message left in the supervisor's District e-mail box is acceptable for meeting the notification requirement if authorized by the employee's supervisor. The use of the District's answering service to communicate an absence, except in cases of extreme emergency, is strictly prohibited. Employees may call into the District before and after business hours on the District's "Private Line" telephone number that is listed on the District telephone directory that is periodically furnished to all employees.

Leave Request Forms are required to document all absences. Leave Request Forms shall be completed by the employee and provided to the supervisor within the first eight (8) hours upon return to work.

Employees who are absent must maintain contact with their supervisor daily unless the employee is on approved leave or has provided a doctor's certificate covering a specified period.

In case of extended illness, arrangements should be made by the employee to have his/her condition reported to the District at frequent intervals so work assignments can be delegated to others.

4511.04 Job Abandonment

Where an employee is not on a leave protected by applicable law, an absence without notice for three (3) consecutive days shall be deemed abandonment of District employment and will be treated as a voluntary resignation.

The employee may be eligible for reinstatement after job abandonment only in exceptional circumstances. A Request for Reinstatement must be submitted in writing by the employee

to the General Manager detailing the reasons for the absence and explaining why the employee could not have provided the notice required by these rules. Reinstatement Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4511.05 Disciplinary Action

Chronic absenteeism, lateness, early departure, leave-without-pay or other infractions of attendance standards are grounds for disciplinary action.

4512.00 HARASSMENT AND DISCRIMINATION PREVENTION POLICY

4512.01 Purpose

All employees, applicants, volunteers, and independent contractors (“workers”) working for the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender or gender identity/expression, sex, age, sexual orientation, family care or medical leave status, military or veteran status, or any other characteristic protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the District. The District will not tolerate harassment of, or discrimination or retaliation against, its workers by directors, managers, supervisors, co-workers, or anyone conducting District business. Similarly, the District will not tolerate harassment of its workers by others with whom the District has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory, non-retaliatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

4512.01 Procedures

1.0 Harassment Prohibited

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

1.1 Verbal or Written harassment such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law. By way of

example, this would include inappropriate comments on appearance, including dress or physical features;

1.2 Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of any protected classification. As examples, this could be conduct in the form of pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts; and

1.3 Visual harassment such as derogatory posters, cartoons or drawings, gestures or leering based on one of the categories of protected status.

1.4 Sexual harassment includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:

1.4.1 Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;

1.4.2 Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or

1.4.3 Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.

1.4.4 Sexual harassment also includes gender-based harassment by a person of the same gender.

1.4.5 Prohibited sexual harassment need not be motivated by sexual desire to be unlawful or violate this Policy.

1.4.6 Electronic communications can constitute harassment. This Policy prohibits all types of conduct that fall within the definition of harassment, including e-mails and text messages.

1.4.7 Harassment involving the public includes either harassment of (a) any member of the public by any person conducting District business or otherwise representing the District, or (b) any worker in the conduct of his or her job duties by any member of the public.

2.0 Retaliation Prohibited

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

3.0 Procedures regarding all complaints of potential harassment including retaliation

3.1 Employee Responsibility

It is important that employees inform the District as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the District does not know that it exists.

3.1.1 Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.

3.1.2 Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to his or her supervisor, the General Manager, the District's designated Human Resources staff or any District supervisor with whom the individual feels comfortable speaking. Complaints about the General Manager should be directed to the District's General Counsel or Board President (who shall immediately notify the General Counsel to coordinate an appropriate inquiry and response).

3.1.3 Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager or any District supervisor with whom the individual feels comfortable speaking.

3.2 Supervisor Responsibility

3.2.1 Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the General Manager or the designated Human Resources staff.

3.2.2 Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the District.

3.3 Investigation

The District will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The General Manager is responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted. The District will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

3.4 Resolution

3.4.1 After investigation, the District will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.

3.4.2 If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the District will take appropriate and immediate action to end any harassment and prevent its recurrence. Where appropriate, the District may first work to resolve the matter informally. If the matter is not suitable for informal resolution, appropriate formal action will be taken pursuant to applicable policies and agreements. If formal action is required, the complainant may be required to testify at a hearing.

3.5 Discipline

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

4.0 Harassment Involving the Public

4.1 The District strictly prohibits harassment of any member of the public by any person conducting District business or otherwise representing the District.

4.2 Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that he or she is being subjected to harassment by a member of the public, the employee should report such harassment to his or her supervisor (or other person listed above) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

5.0 Further Information

Employees are urged to contact the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Department of Fair Employment and Housing (“DFEH”) provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov>.

This is to acknowledge that I have received, have read, and understand the District’s Harassment and Discrimination Prevention Policy.

Date: _____ Signature: _____

Printed Name: _____

4513.00 DISCIPLINARY PROCEDURE FOR REGULAR EMPLOYEES

This Policy applies to Regular employees (i.e. those who are not “at will” and who have successfully completed the applicable probationary period.) The District has and desires a culture of coaching and training employees to address many performance and conduct concerns. However, some situations require a more formal type of corrective action where they involve: (a) repeated or more serious performance deficiencies or (b) significant misconduct. Depending upon the facts and circumstances involved in each situation, the District may choose to begin disciplinary action at any step. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

4513.01 Minor Discipline

Minor discipline may be imposed without reference to the procedural requirement of Section 4513.03 of this Policy. Minor discipline includes verbal warnings, written reprimands, change in work hours, and reassignment without reduction in pay. Minor disciplinary actions may be appealed to the General Manager, whose determination shall be final.

4513.02 Major Discipline

The following disciplinary actions require compliance with the procedures of Section 4513.03 of this Policy. The following procedures may be taken by the appropriate level of management to correct misconduct or performance deficiencies of Regular employees. Forms of major discipline are:

- A. Suspension Without Pay: An ordered interruption of duties for one or more days without pay. Minor suspensions of five work days or less are not subject to the pre-disciplinary procedure below in 4513.03.A and B, but are subject to the post-disciplinary appeal procedure in Section 4513.D.
- B. Salary Reduction: A reduction in pay from within the employee’s current range

to any lower salary within that range, as such range is recorded in the District's current salary schedule.

- C. Demotion: A reduction from a position in one classification to a position in another classification having a lower salary range affected for disciplinary purposes. (Demotions resulting from employee's inability to perform required duties, organizational changes, or layoffs are not disciplinary.)
- D. Dismissal: Discharge from District employment for disciplinary purposes. A layoff or similar release from employment based on a determination by the District that the needs of the District do not require continuation of the employee's position is not a disciplinary dismissal and is not subject to the procedures in Policy 4513.

4513.03 Disciplinary Procedures for Major Discipline

- A. Notice of Proposed Discipline: Before imposing major discipline (other than suspensions of five work days or less), the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the Department Director. Such notice shall be personally served on the employee or sent by traceable overnight delivery service (e.g. Golden State Overnight, Federal Express, etc.) to the employee's place of residence as shown on the records of the District. The notice shall contain the following:
 - 1) The type and effective date of the proposed disciplinary action.
 - 2) A statement of the reasons for the proposed discipline and applicable Policies, rules, etc. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.
 - 3) If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials considered or relied upon in reaching the determination of proposed discipline.
 - 4) Notice of the employee's right to respond either verbally in a pre-disciplinary meeting or in writing, the date, time, place, and person to whom response may be made, and inform the employee a representative of the employee's choice may accompany the employee to the conference, should he/she choose to respond verbally. The notice should also inform the employee that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
 - 5) The General Manager may, in his or her discretion, approve the temporary assignment of an employee to a status of paid administrative leave during any administrative investigation or during the disciplinary process.
- B. Employee's Response ("Skelly" meeting). The employee shall have ten (10) calendar days from the date of receipt of the notice to respond to the notice by submitting a written or verbal response. A written response shall be made to the

person indicated in the notice. If the employee elects to respond verbally, the meeting to respond shall be known as the Skelly meeting. The Skelly meeting may be conducted by the Department Director or designee. In the Skelly meeting, the employee may be represented by legal counsel or other personal representative, but not by any person involved in the issues or incidents giving rise to the proposed discipline.

- C. Notice of Final Disciplinary Action: After the employee has had an opportunity to respond and the pre-disciplinary (*Skelly*) process is complete, the Department Director or his/her representative shall notify the employee in writing of the final disciplinary action to be imposed upon the employee (if any), the reasons for the disciplinary action, the charge(s), and the effective date(s) of the disciplinary action. The notice shall also advise the employee of the right to appeal, however an appeal shall not delay or otherwise impact the effective date of the final discipline.
- D. Post-Disciplinary Appeal from Major Discipline. An employee may appeal a dismissal, demotion, pay reduction, or suspension without pay by filing a written request with the General Manager within five (5) business days of the date of the Notice of Final Disciplinary Action. The appeal shall include the reasons for the appeal.

The General Manager shall set a date for an evidentiary appeal hearing (which shall be held within sixty (60) days of the request for appeal, absent unusual circumstances) and shall provide written notice of the date, time, and location of the hearing to the employee. The employee may be represented by legal counsel and/or by a representative, but not by any person involved in the issues or incidents giving rise to the disciplinary action.

In his or her discretion, the General Manager may conduct the hearing personally (with assistance of counsel) or arrange for a neutral hearing officer to conduct the hearing and then render an advisory written decision for the General Manager's consideration and decision regarding final discipline. In such case, the hearing officer may be selected by agreement among the parties or the parties may obtain a list of qualified potential hearing officers from the State Mediation and Conciliation Service and select the hearing officer by alternating strikes. The hearing officer should have experience conducting similar types of appeals and will establish procedures for conducting the hearing. The cost of a hearing officer shall be shared equally by the District and an employee organization that represents the employee, if any.

At the evidentiary appeal hearing, witnesses will testify under oath, the parties have the right to introduce relevant oral and written evidence on his/her behalf, and to confront and cross-examine adverse witnesses. To the extent possible, hearings shall be informal, and the technical rules of evidence need not be followed. Any evidence upon which reasonable people may rely in the conduct of serious affairs may be admitted, at the discretion of the General Manager/hearing officer conducting the hearing. A written record of the hearing may be prepared in the discretion of the General Manager or hearing officer (if any), the cost of which shall be shared by the parties. The District and the employee shall each bear their own

expenses, fees and costs. Absent good cause to the contrary (as determined by the General Manager/hearing officer), the employee's failure to appear personally at the appeal hearing shall be deemed a withdrawal of the appeal.

If the General Manager presides personally over the hearing, then the General Manager shall render a written decision within twenty (20) business days from the date of the conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager). If a hearing officer presides over the hearing, then the hearing officer shall render an advisory written decision in accordance with the timeline above, and the General Manager shall render a written decision regarding final discipline within ten (10) business days of receiving the hearing officer's advisory decision.

The General Manager's decision shall be the final step in the District's administrative process, subject to review as provided by law in Code of Civil Procedure sections 1094.5 and 1094.6.

If the disciplinary action is subsequently revoked or lessened, the employee is entitled to reimbursement for the interim loss of District pay, if any. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal. No reimbursement may be made for any portion of the period during which the employee was not ready, willing and able to perform the duties of his/her position.

4514.00 GRIEVANCE PROCEDURE

The grievance procedure provides Regular employees a means for settling disputes involving the interpretation, application or enforcement of District policies as quickly as possible, and at the lowest possible level of authority. The grievance procedure, however, is not applicable to:

- Employee discipline or employee evaluations;
- The determination of the contents of a job classification or decision to reclassify (or not to reclassify) a position;
- The determination of procedures and standards for employment and promotion; or
- Challenges to layoffs, transfers, denial of reinstatement or denial of advancement.

NOTE: complaints of harassment, discrimination or retaliation are not subject to this procedure but rather should be processed in accordance with Policy 4312.

Each step in the grievance procedure is meant to completely resolve the complaint or problem. The steps are to be taken in progressive steps; the employee moves on to the next step only if the problem has not been resolved.

4514.01 Grievance Steps

Step One: The employee filing a grievance ("the grievant") must notify his or her Department Head in writing of a grievance within five (5) business days of the event(s) giving rise to the grievance. If the grievant is unaware of the event(s) within that time frame, then the five (5) day initial reporting period shall run from the time when the grievant learned of the event(s) or reasonably should have learned of them. The Department Director will set a meeting with the grievant and a member of the designated

Human Resources staff within five (5) business days to discuss the grievance. The Department Head will issue a written determination on the grievance within five (5) business days of the meeting with the employee.

Step Two: If a satisfactory result is not reached at Step One, the grievant may appeal in writing to the General Manager. Such appeal must be submitted within five (5) business days of the Department Director's written decision at Step One. The General Manager shall schedule a meeting with the grievant (and any others the General Manager deems appropriate to include) to discuss the grievance. After the meeting, the General Manager may, in his or her discretion, investigate the grievance further and talk with anyone involved or anyone who might contribute to the facts. The General Manager will return a written decision within ten (10) business days of the meeting with the grievant. The General Manager's decision shall be final and binding.

4520.00 EMPLOYEE CONFLICT OF INTEREST

The District recognizes the right of employees to engage in private activities away from their employment. However, the following rules will apply to assess and prevent potential conflicts of interest from arising. Failure to adhere to the rules governing conflict of interest may lead to disciplinary action up to and including discharge from employment with the District. Designated employees may also be subject to the provisions of Policy No. 1035, Conflict of Interest.

4520.01 Interference of Adversity Prohibited

No employee shall engage in outside work that will interfere with his or her District job.

4520.02 Gratuities

No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer.

4520.03 District Time, Equipment and Materials

No work not related to the business of the District shall be done during regular hours of employment and no District facilities, equipment, labor or supplies may be used to conduct such work.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited.

Employees should discourage personal telephone calls and visitors during work hours.

4520.04 District Liability

Employees shall not discuss opinions or comments regarding District liability in any matter with the public. Management shall be advised in all instances regarding customer relations problems that cannot be satisfactorily resolved.

4530.00 UNIFORMS AND DRESS CODE

4530.01 Work Attire

District employees are expected to observe good habits of grooming and personal hygiene, and (for office workers) to dress professionally in an appropriate manner for a business office during business hours. A neat, tasteful appearance contributes to the positive impression District employees make on our customers and service partners. District logo shirts or sweaters are encouraged and acceptable except where more formal attire is warranted for the occasion (e.g. a court appearance.) On the other hand, while no policy can address every form of problematic attire, employees are advised that tank tops or other beach/recreational wear, revealing clothing or clothing/hats bearing messaging (e.g., purported humor, political messages, sports logos, etc.) are prohibited. For special occasions designated by the General Manager, a type of clothing usually prohibited may be permitted for the day (e.g. sports team shirts, hats or jerseys).

For all District employees, attire must be clean, well-maintained, and appropriate for the assigned work area or work event. Distracting or safety-impacting personal adornments (such as piercings, brands or tattoos) may, in the General Manager's discretion, be required to be removed or covered while an employee is on duty. Any employee with questions about acceptable work attire should immediately seek guidance from the employee's supervisor or the General Manager.

4530.02 Facial Hair

All facial hair will be kept neat and trimmed. In certain positions, at the supervisor's discretion, facial hair may be disallowed due to safety concerns.

4530.03 Uniforms

The positions for which employees are required to wear District-provided uniforms or personal protective equipment, and the uniform and equipment requirements themselves, are described in more detail in the administrative uniform procedure.

4601.00 EMPLOYEE ORIENTATION

A new or rehired employee will be given an orientation to District policies and benefits and the responsibilities of their employment position. This orientation shall begin on their first day of employment unless circumstances make this impractical.

As directed by the General Manager, the employee orientation process will be conducted and documented by District department directors, managers, administrators and other personnel and include, but not be limited to, the following subjects:

- Human Resources Policies
- Employee Benefits
- Job Duties and Standards for Acceptable Behavior and Job Performance
- Safety

4610.00 PERFORMANCE EVALUATION

Each employee, upon being selected for employment or upon changing jobs while in District

employment, shall receive frequent, informal performance feedback and may, at the discretion of the applicable supervisor in consultation with the next-higher-manager, receive a short-form performance evaluation at the end of the first six months in their employment position. Every probationary employee will be evaluated at the end of the applicable probationary period approaches and prior to being approved for “regular” status. Thereafter, employees will be evaluated annually (or more frequently) thereafter as directed by the General Manager. The purpose of this evaluation will be to provide guidance to the employee with a review of his/her overall job performance within the assigned work areas. The performance evaluation may also be used as a basis for determining employment retention, dismissal, and/or salary adjustment.

The performance evaluation will be facilitated by the employee’s Department Director. The Department Director may include other supervisory employees in the evaluation process.

The employee Evaluation Form shall be completed by the employee’s supervisor(s) if so directed by the Department Director, and submitted to the Department Director for review and comments. The form shall be reviewed, with the opportunity to add written comments, by each supervisor up the chain of command if requested, concluding with the Department Director.

Completion of the Evaluation Form shall be followed by a Department Director/ supervisor(s)/ employee meeting at which time the evaluator(s) and employee shall have an opportunity to express his or her comments about the evaluation in general and with reference to any segments of the performance evaluation specifically. The Department Director and supervisor(s) shall sign the Evaluation Form at the conclusion of the meeting and the employee shall be given a signed copy of same. The employee will be requested to sign his/her evaluation. The employee may provide written comments to the Department Director for attachment to the evaluation within five (5) working days of the Department Director/ supervisor(s)/employee meeting, and the employee’s comments shall be maintained together with the evaluation in the employee’s personnel file. The Department Director shall then submit the employee’s Evaluation Form together with any employee comments to the General Manager. Performance evaluations are not subject to the disciplinary appeal or grievance procedures.

The General Manager shall serve as the evaluator for his/her direct reports.

The performance evaluation shall not preclude the day-to-day needs of employees regarding guidance, assistance, corrective action, and employer/employee relations in general.

The District provides various forms of training and development support geared both to current job skills and requirements and to employees seeking to improve their general knowledge. Employees are encouraged to communicate in all areas of job interest, in a timely fashion, to their immediate supervisor, who in turn shall report said communication to his or her supervisor. Upon retirement or separation of employment with Citrus Heights Water District, an exit interview may be prepared consistent with the protocol above as reasonably practical and maintained in the employee’s personnel file.

4611.00 PROMOTIONS

Promotions generally result in an increase of responsibility within a category of jobs (e.g., from Water Distribution Operator II to Water Distribution Lead Worker/Operator) or to another job category, or to another department. Promotions are not automatic when an individual reaches the top of his/her salary range. Promotions may be made from the existing work force providing an

employee is qualified to fill the position. Employee performance evaluations, interviews, and supervisor and management observations will provide the primary source to determine job suitability. A District employee who promotes to a higher position will be subject to a promotional probationary period in conjunction with District policy.

4701.00 SAFETY OFFICER

One (1) Regular employee of the District will be designated in writing by the General Manager to perform, as a collateral duty, the duties of Safety Officer.

The overall duty of the Safety Officer shall be to help the District achieve the greatest practical degree of freedom from injuries / illnesses and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. Responsibilities for the Safety Officer shall be as set forth in the District's Injury and Illness Prevention Program (IIPP) (see Policy 4702), Return to Work Program (see Policy 4730) and other responsibilities and duties as assigned from time to time by the General Manager. The Safety Officer will serve as the Team Lead of the District's Loss Prevention Program.

Safety Officer will have increased responsibilities for which the designated employee (other than the General Manager) shall receive a 5% Safety Officer Training/Coordinator Premium.

4702.00 Injury and Illness Prevention

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of freedom from accidents and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. To this end, the District shall institute and maintain an Injury and Illness Prevention Program (IIPP) based on the model IIPP program provided by the Association of California Water Agencies - Joint Powers Insurance Authority (ACWA-JPIA). The IIPP shall be reviewed annually and updated as necessary.

Injuries are costly to the individual worker, often significantly changing the employee's future or impairing the security of the employee's family. They are also costly to the District, both directly and indirectly, with indirect costs often being much higher than the direct costs. It is the firm and continuing policy of the Board of Directors that industrial accidents shall be significantly reduced or eliminated with the use of reasonable administrative procedures, engineering controls and by the aggressive promotion of safe work practices within the District.

Each employee has a responsibility to themselves for their own safety, as well as a responsibility to their family, to their fellow workers, to their community, and to their employer in the performance of their duties. Therefore, employees shall be expected to observe safety practices, rules, and operating procedures, as well as instructions relating to the efficient performance of their work. Optimum safety and efficiency in District operations is reached only when all employees are keenly alert and safety conscious.

4702.10 SAFETY COMMITTEE

The District shall establish a Safety Committee to support the Injury and Illness Prevention Program and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards.

4702.11 Composition

The Safety Committee shall be composed of the following five (5) members:

1. The District's Safety Officer shall serve as the Chair of the Safety Committee.
2. One (1) representative from Administrative Services shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
3. Two (2) representatives from Operations shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
4. One (1) representative from Engineering shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.

4702.12 Coordination and Responsibilities

The Safety Committee meets monthly. The meeting date, time and place will be determined by the Safety Committee members and coordinated by the Safety Officer as the presiding member.

The Safety Committee's primary responsibility is to review all reports of incidents or accidents submitted to the Safety Officer, determine cause and recommend actions to be taken to eliminate hazards or educate/train employees on safe work practices and techniques. The Safety Committee will conduct inspections of District facilities at least once a year, to document hazards, and recommend actions needed to eliminate or minimize the risk to employees. In addition, the Safety Committee will prepare written records of the safety committee meetings, review results of the periodic scheduled inspections, review investigations of accidents and exposures and make recommendations to management for the prevention of future incidents, investigate alleged hazardous conditions, and evaluate employee safety suggestions and make recommendations to the General Manager for action by the Board of Directors.

4703.00 INJURY AND ILLNESS REPORTING

All job-related injuries and illnesses, regardless of severity, must be reported immediately to the affected employee's supervisor, the Safety Officer, the designated Human Resources staff and the General Manager in order to provide prompt and trained evaluation and medical attention, if necessary, and to ensure accurate and timely reporting for Cal-OSHA and Worker's Compensation Insurance. Additional procedures for reporting and actions to be followed by the affected employee, the employee's supervisor and other District staff are contained in the District's Injury and Illness Prevention Program and Return to Work Program (see Human Resources Policy 4730).

4710.00 SMOKING IN THE WORKPLACE

The District shall provide a smoke free workplace. Smoking (including e-cigarette use or vaping) is not permitted at any location where employees, customers and the public may be exposed to secondhand smoke, including:

- In District buildings.

- Within 20 feet of District building exterior doors, operable window openings, or heating/air conditioning units, or within 20 feet of a walkway used for entering or passing between District buildings.
- In District vehicles.
- At District groundwater well sites.

4730.00 RETURN TO WORK PROGRAM

In an effort to minimize serious disability due to on-the-job injuries and to reduce workers' compensation costs, the District will develop and maintain a Return to Work Program. This policy is consistent with the District's responsibilities under the Fair Employment & Housing Act to provide reasonable accommodations to persons with disabilities.

The Program will consist of a team effort made by supervisors, representatives of the District's workers' compensation insurance carrier, the medical provider, the injured employee, and other District staff. All team members are expected to assist in returning the injured employee to a productive status.

Supervisors will assist by directing the employee to appropriate care and assisting in proper reporting of the injury while maintaining regular, substantive communication with the injured employee. They will also assist in arranging work that meets modified work restrictions, as needed, to reduce lost time. The District will work with the representatives of the District's workers' compensation insurance carrier to assist with determining the employee's ability to return to work in accordance with medical recommendations.

4730.01 District Responsibilities

The District shall be responsible for developing and maintaining the Return to Work Program, including any procedures and forms necessary to administer the Program, and providing information to employees regarding the Program.

4730.02 Employee Responsibilities

The injured employee shall be responsible for cooperating with and communicating with his or her supervisor and other District staff, the physician that is treating his or her injury and the District's workers' compensation insurance carrier, to support efforts to assist the employee in returning to productive work as soon as possible.

4740.00 REASONABLE ACCOMMODATION

It is the policy of the District not to discriminate against any qualified person on the basis of mental or physical disability. If an employee needs a reasonable accommodation, the employee should personally notify the General Manager as soon as possible. Reasonable accommodation may include such things as modifications to the work environment, purchase of auxiliary aids, structural accessibility changes in the workplace, modified schedule, and temporary leave from work.

4740.10 Interactive Process

Upon receiving a request for accommodation, the District will engage in a reasonable, interactive process with the employee to ascertain whether the employee is a qualified

individual with a disability and, if so, whether any reasonable accommodations are available. (The District can also independently commence the interactive process with an employee if it acquires information to suggest that the employee needs a reasonable accommodation in the workplace). The District welcomes the employee's input in this process and will consider any and all suggestions for reasonable accommodations. The District retains the ultimate discretion to determine whether to provide an Accommodation and, if so, which one to provide. In connection with a request for accommodation, employees may be required to provide supporting medical documentation, which will be kept by the District in a confidential medical file.

4800.00 EMPLOYEE SEPARATION

4800.01 Categories of Separation

When employees leave the District, they will be assigned to the following categories of separation:

A. Resignation: A voluntary separation, including:

- Resignation with or without notice.
- Failure to return from a leave of absence.
- Failure to return from a reduction-in-force upon recall.

Employees who resign are required to file a written statement of voluntary resignation with the Human Resources Specialist.

B. Release: A separation in which the employee is removed from the payroll for non-disciplinary purposes. Releases may result from the employee:

- Not being qualified for the type of work assigned and no other work is available.
- Due to a reduction in the District work force.
- For other reasons that are typically not the fault of the employee.

C. Deceased: The death of an employee in active employment.

D. Retirement: A voluntary separation which usually includes qualification for benefits under the District's retirement plan.

E. Discharge: A separation in which the employee is dismissed and removed from the payroll for violation of District Standards of Conduct, safety regulations, or unsatisfactory job performance for which the employee is at fault.

4800.02 Notice to Employee

The District shall provide employees with written notice of separation of employment from the District.

4810.00 LAYOFF OR REDUCTION OF WORK FORCE

The District expects to maintain steady employment for each employee. However, circumstances may require adjustments in personnel by means of a reduction of work force. Before competent employees are separated due to lack of work, every effort will be made to reassign them to another position within the District (see also Policy 4513).

4810.01 Procedure

If the number of employees must be reduced, the reduction will occur beginning with Temporary Employees.

Further reductions will be based on operational needs and performance history. Within a given classification where the number of positions is being reduced, layoffs among incumbents will be determined based on operational need (e.g. required skill sets and certifications) and performance history over a period not to exceed the prior five (5) years.

The District reserves the right to retain certain Regular Employees without regard to duration of District employment because of the employee's special knowledge, skill, training, or experience.

Employees will receive at least ten (10) working days' written notice from the General Manager if they are to be released due to a reduction of work force. At the General Manager's discretion, the affected employee(s) may be placed on paid administrative leave for some or all of the notice period. Employees will receive payment for accrued Annual Leave, Management Leave and Compensatory Time-Off due to a reduction of work force. Payment will be made at the time of the final paycheck.

Employees will be placed on a recall list for twelve (12) months following separation due to reduction in work force. Recall from the list will be based on first operational need, and then performance history. Any former employee on the recall list who retires while on the list remains eligible for recall, but would have to comply with applicable CalPERS requirements if recalled to active service.

4820.00 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

4820.01 Membership

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is governed by CalPERS eligibility regulations.

4820.02 Retirement and Other Benefits for CalPERS Members

Requirements for vesting in the CalPERS retirement system, service retirement or disability retirement, death benefits and other CalPERS benefits are set forth in the District's contract(s) with CalPERS and by regulations and procedures established and enforced by CalPERS. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov, for more information about their CalPERS retirement options and benefits or to contact the General Manager for more information about CalPERS benefits.

4820.03 Separation of Employment

Upon separation of employment, an employee will have various options regarding their CalPERS contributions and status depending upon their years of service and vesting in the CalPERS retirement system. Employees are encouraged to visit the CalPERS website,

my.calpers.ca.gov for more information regarding their options upon separation of employment or to contact the General Manager for more information.

4820.04 Employee CalPERS Contributions

Requirements for employee contributions toward their CalPERS retirement benefit are set forth in the District's contract with CalPERS and by regulations and procedures established and enforced by CalPERS.

4280.05 District CalPERS Contributions

Requirements for District contributions toward employees' CalPERS retirement benefits are set forth in the District's contract with CalPERS and by regulations and procedures

4830.00 INSURANCE BENEFITS FOR RETIREES RETIRING BETWEEN
JUNE 3, 1992 AND MARCH 19, 1996

Subject to the eligibility requirements and levels below, and subject to the retired employee's enrollment in Medicare upon reaching eligibility for such benefits, the District provides the following retiree health insurance benefits. Except as otherwise required by law, no particular form or level of insurance benefit is guaranteed, but rather is subject to the discretion of the Board of Directors as it may direct from time to time.

4830.01 20 Year Service

Retired employees with twenty (20) years of employment by the District are provided with health insurance of the District's choice at District expense upon retirement for the retiree if requested.

4830.02 25 Year Service

Retired employees with twenty-five (25) years of employment by the District are provided with health insurance of the District's choice at District expense for the retiree and his/her spouse/dependents if requested.

Retired employees with twenty-five (25) years of employment by the District who either have no spouse/dependents or do not desire coverage for same may elect the insurance benefit applicable for thirty (30) year service.

4830.03 30 Year Service

Retired employees with thirty (30) years of employment by the District are provided with health, dental, and vision insurance of the District's choice at District expense. Spouse/Dependents of a retired employee with thirty (30) years of employment by the District are provided with health and dental insurance at District expense.

4830.04 Basis for Calculating Length of Employment

For the purpose of calculating length of employment to determine insurance benefits for

retirees, total employment by the District, whether as a Regular or Probationary employee, will be the base. Such employment need not be continuous.

4830.20 Application of Policy

This policy shall continue to apply to retired employees for whom this policy was in effect upon their retirement.

Employees that retire after the amended date above are subject to the provisions of Insurance Benefits for Retirees Policy 4831.

4831.00 INSURANCE BENEFITS FOR RETIREES

For employees hired prior to January 31, 2019 who have not opted into the District's health reimbursement account benefit program, the District will participate in the cost of health, dental and vision insurance coverage for retired employees and their qualified spouse, registered domestic partner, and dependents based upon length of employment with the District. Employees hired on or after January 31, 2019 will have the option of the District's health reimbursement account benefit, but no other retiree insurance benefits under this Policy.

4831.10 Length of Employment And Eligibility

For the purpose of calculating the length of employment to determine the District's participation in the cost of insurance benefits for retirees, total employment calculated/credited by PERS as years of service as an employee of Citrus Heights Water District shall be the basis and shall not include credit for years of service attributed to accrued sick leave or credit for purchased years of service time. Such employment shall be cumulative and need not be continuous. No credit will be provided for employment with the District in a Temporary capacity.

Employees must have been employed by the District for a minimum of twenty (20.00) years to qualify for benefits under this Policy and must enroll in Medicare/utilize Medicare as primary upon reaching Medicare eligibility. Employees retiring from the District with less than twenty (20.00) years of service do not qualify for benefits under this Policy.

4831.20 Application of Policy

This policy shall apply to employees retiring from the District following the date of its adoption, March 19, 1996.

Insurance benefits afforded to employees that retired prior to the adoption of this policy shall continue to be governed by the policies, terms, or conditions existing at the time of said prior retirements (see Policy 4830).

4831.30 Qualification of Spouse/Registered Domestic Partner/Dependents

The spouse, registered domestic partner and/or dependents of the employee as of the date of retirement from the District are eligible to participate in the benefits of this Policy. A spouse, registered domestic partner and/or dependents added after retirement are not eligible for participation. Qualified dependent children are eligible to participate up to the

age limits as defined by state and/or federal health care regulations.

4831.40 Selection of Benefits

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active status, will be offered the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) option to continue health insurance coverage under the "qualifying event" provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy. Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50 District Participation

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

<u>Length of Employment</u>	<u>Maximum Monthly District Participation</u>
20.00 years	\$350.00
25.00 years	\$393.00
30.00 years	\$439.00

No credit, cash back refund, or other consideration will be provided for any unused portion of the maximum District participation.

The Maximum Monthly District Participation shall be amended as of and effective January 1 of each year by the percent change in the Consumer Price Index for All Urban West Consumers (CPI-U) during the latest twelve month reporting period (typically October to October) unless otherwise determined by the Board of Directors. Said amendments shall be rounded up to the nearest whole dollar amount.

Unless otherwise directed by the Board of Directors, the monthly amount of reimbursement received by eligible retirees will be increased by any increase pursuant to the paragraph above, but will not be reduced by a decrease in the Maximum Monthly District Participation amount.

The District shall report contributions and make withholdings from contributions in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements. Retirees bear sole responsibility for the tax consequences of District contributions.

4831.85 Death of Retiree

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner, and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86 Death of Qualified Employee

In the event of the death, prior to retirement, of a District employee who otherwise has met the length of employment requirements necessary to qualify for insurance benefits for retirees, the surviving spouse, registered domestic partner and/or dependents may choose to participate in the benefits under the terms of this Policy.

4831.90 Amendments

The District reserves the right to amend or discontinue this Policy at its sole discretion at any time.

4901.01 EMPLOYEE BUSINESS EXPENSES

Request for travel advances are to be submitted on the appropriate form for review and approval by the General Manager. District vehicles shall be used for travel by vehicle unless a District vehicle is not available. Reimbursement for the use of personal vehicles for District business-related travel shall be approved in advance in writing by the employee's immediate supervisor only in circumstances where a District vehicle is not available. Before an employee can use his or her own vehicle for District business, the employee must have proof of insurance on file with the District, and personal vehicles are not permitted to be used in District business beyond a three hundred fifty (350) mile radius.

Spouses and dependents may accompany the employee on such trips, subject to General Manager approval, provided that their expenses are fully paid for by the employee.

Payment or reimbursement for actual and necessary expenses is obtained by submitting an expense reconciliation form (see Attachment 2060.A1) with appropriate receipts to the General Manager for review and approval. Normally, expenses in excess of \$50.00 will be paid by check.

Business expenses advanced by the District for educational and training functions that are not attended by the employee other than due to circumstances beyond their control and for which a refund or credit cannot be obtained shall be promptly reimbursed to the District by the employee within thirty (30) days of the date of said function.

4901.02 EMPLOYEE MEAL EXPENSES

Meal reimbursements shall be allowed for employees authorized to work at night or on weekends beyond normal working hours when it would be an inconvenience or imposition for such employees to go home for lunch or dinner and then return to work. Authorized work must extend beyond normal working hours for more than two (2) hours to qualify for meal allowance.

Employees may claim reimbursement for meals when traveling on official business or attending a pre-approved seminar, conference, or meeting. Per diem reimbursements for approved events where meals are not provided, not to exceed the limits detailed below.

Half Day event (breakfast and lunch periods)	\$45.00
Full Day Event (includes dinner)	\$90.00

Meals paid directly by the District as an accompaniment to registration may exceed the basic meal allowances.

Reimbursement limits notwithstanding, employees shall not exceed a reasonable cost for meals consistent with the travel location and purpose. Amounts that exceed a reasonable cost may, at the discretion of the General Manager, be denied for reimbursement. No compensation will be provided for the purchase of alcoholic beverages.

4901.03 OTHER EMPLOYEE EXPENSES

Incidental employee expenses totaling \$50.00 or less shall be considered for reimbursement from the Petty Cash fund upon request and approval by the General Manager or his/her designated representative, based on presentation of appropriate receipts. Normally, expenses in excess of \$50.00 will be paid by check.

4911.00 DISTRICT VEHICLE AND EQUIPMENT ASSIGNMENT AND USE

The District will provide vehicles and equipment for use on District business on an as needed or required basis. Employees operating District vehicles and equipment are responsible for their safe operation in accordance with the law. Since most job classifications require daily or periodic operation of District vehicles, employees are required to be in possession of a valid California Driver's License for the class of vehicle being operated. The revoking, suspension, or restriction of that license for any reason by the State of California, or a driving record unacceptable to the District for any reason, may be sufficient cause for reclassification or disciplinary action. Satisfaction of traffic citations is the employee's responsibility.

4911.10 Assignment

The Operations Manager shall maintain a list of all vehicle and equipment assignments.

Only employees designated by the General Manager, Assistant General Manager or Operations Manager will be allowed to take vehicles and equipment home after working hours.

Use of the District vehicle for driving to and from work by the employee constitutes Personal Use of Company Automobile (PUCA) as defined by the Internal Revenue Service (IRS). As such, the PUCA benefit shall be accrued to the employee at the current daily rate prescribed by the IRS based on the requirements of the commuting rule.

Employees that are assigned vehicles for work-to-home use must reside within 20 miles of the District headquarters; unless otherwise approved by the General Manager.

On occasion, overtime is necessary to accommodate the needs of the District. This may cause a separation of working hours when regular working hours and overtime hours are not continuous. In these cases, a District vehicle may be assigned for the duration of the irregular work hours by obtaining prior approval of the employee's supervisor. The use of

a District vehicle by an employee meeting this criterion shall be on a controlled basis, and shall be monitored by the appropriate supervisor.

4911.20 Vehicle and Equipment Use

District vehicles and equipment shall be operated only in the course of District business unless otherwise approved by the supervisor.

4911.30 Vehicle and Equipment Identification

District vehicles and equipment, except those assigned to exempt employees, shall have a District logo and vehicle identification number permanently affixed. District vehicles assigned to exempt employees shall have a vehicle identification number permanently affixed and may be provided with removable magnetic logos for use at the discretion of the exempt employee.

4911.40 Vehicle and Equipment Inspections

All District vehicles and equipment shall be inspected weekly. Inspections shall be performed and documented by employees at the direction of the Operations Manager. Inspection reports shall be reviewed by the Operations Manager and maintained by the Safety Officer.

4911.50 Traffic Accident Procedure

When an employee is involved in a traffic accident while operating a District vehicle or District equipment, he/she must immediately notify his/her supervisor, the Assistant General Manager or the General Manager. The employee shall not discuss the accident with anybody but law enforcement officers, a District supervisor or the District's insurance representative. Care should be taken to preserve any evidence and to obtain witnesses.

All vehicles shall be equipped with an accident report packet supplied by the District's liability insurance carrier for use and reference in the event of a traffic accident.

4912.00 PARKING

To courteously serve the District's many visitors, parking should be readily available to the public in the parking lot immediately adjacent to the District's Administrative Office. Employees shall refrain from parking in this area.

Employees shall park in designated employee parking areas or along the public street. Parking shall be at the employee's risk.

Individual parking locations will be designated by the Operations Manager based upon job class and seniority.

4930.00 COMPUTER USE AND INTERNET ACCESS

4930.01 Definitions

For purposes of this policy the following definitions shall apply:

Electronic Communications shall mean and include the use of information systems in the communicating or posting of information or material by way of electronic mail (e-mail), bulletin boards, Internet, or other electronic tools.

Information Systems shall mean and include computers, network, servers and other similar devices that are administered by the District. “Networks” shall mean and include video, voice and data networks, routers and storage devices.

4930.02 District-Maintained Systems

Information systems are maintained by the District to facilitate District business. Therefore, all information sent, received, composed and/or stored on these systems is the property of the District. Access to information systems and electronic communications at the District is a privilege, not a right, and must be treated as such by all employees. All employees must act honestly and responsibly to maintain the integrity of these systems. All employees must respect the rights of all pertinent license and contractual agreements related to District information systems. All employees shall act in accordance with these responsibilities, and the relevant local, state and federal laws and regulations. Failure to so conduct oneself in compliance with this Policy may result in disciplinary action.

4930.03 Privacy Not Guaranteed

All employees should have no expectation of privacy while using the District’s electronic communications and/or information systems. The District reserves the right to access, at any time; an employee’s electronic mail (e-mail) messages (outgoing and incoming), databases, word-processing, spreadsheet documents and all other forms of files created or stored using the District’s electronic communications and/or information systems. Therefore, an employee’s outgoing e-mail message must not indicate to the recipient that his/her incoming mail will be confidential or private. The existence of a password on the system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District’s Assistant General Manager and other District employees as designated by the General Manager. Failure to notify the Assistant General Manager and other designated employees of passwords or password changes may result in disciplinary action.

4930.04 Misuse of Systems

Misuse of District’s electronic communications and information systems is prohibited and is subject to disciplinary procedures. Misuse includes, but is not limited to, the following:

- A. Attempting to modify or remove computer equipment, software, or peripherals without proper authorization.
- B. Accessing without proper authorization computers, software, information or networks.
- C. Taking actions, without authorization, which interfere with the access of others to information systems.
- D. Circumventing log-on or other security methods.
- E. Using information for illegal or unauthorized purposes.

- F. Personal use of any District information systems or electronic communications for non-District consulting, business or employment.
- G. Sending fraudulent electronic communications.
- H. Using electronic communications to harass or threaten other users.
- I. Violating any state or federal law or regulation in connection with use of any information system.
- J. Personal use of any District system to access, download, print, store, forward, transmit or distribute obscene material.
- K. Violating any software license or copyright, including copying or redistributing copyrighted software, without the written authorization of the software owner.
- L. Reading other users' information or files without permission.
- M. Forging, fraudulently altering or falsifying, or otherwise misusing District records.
- N. Launching a computer worm, computer virus or other rogue program.
- O. Downloading or posting illegal, proprietary or damaging material to a District computer.
- P. Transporting illegal, proprietary or damaging material across a District network.

4930.05 Harassment and Discrimination

Messages on the District's voice mail and electronic mail (e-mail) systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4931.00 VOICE MAIL AND ELECTRONIC MAIL

4931.01 District-Maintained Systems

Voice mail and electronic mail (e-mail) systems are maintained by the District to facilitate District business. Therefore, all messages sent, received, composed and/or stored on these systems are the property of the District.

4931.02 Voice Mail

Voice mail greetings and messages, whether on the District's office telephone system or on individually-assigned cellular telephones, are reflections of the professionalism of the District and is part of the District's service to its customers. As such, greetings and messages on voice mail shall be professional and courteous. Employees are expected to check their voice mail boxes on at least a daily basis, and change their greeting as necessary to let callers know when voice messages may not be retrieved promptly, such as when the employee is going on leave or training away from the office.

4931.03 Electronic Mail

Electronic mail, also referred to as "e-mail", should reflect careful, professional and courteous drafting, particularly since it is easily forwarded to others. Be careful about attachments and broad publication of messages. Copyright laws and license agreements also apply to e-mail. Employees with assigned e-mail accounts are expected to check their

e-mail on at least a daily basis, and to reply promptly to inquiries and requests received via e-mail.

4931.04 Personal Use Limitations

Voice mail and electronic mail systems are to be used by employees in conducting District business and are not for employees' personal use. The District understands that, on occasion, immediate family members may need to leave messages on the voice mail or e-mail system for an employee, and is willing to accommodate such personal use to a limited degree. However, personal use of the voice mail or e-mail system that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action.

4931.05 Privacy Not Guaranteed

The District reserves the right to access an employee's voice mail (outgoing and incoming) and e-mail messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's Assistant General Manager and other District employees as designated by the General Manager. Failure to notify the Assistant General Manager of passwords or password changes may result in disciplinary action.

4931.06 Erase Not Reliable

Employees should be aware that even when a message has been erased, it still might be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has been removed.

4931.07 Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all messages on both systems at any time. Any attempt to block District access to messages, or to gain unauthorized access to messages on either system, may result in disciplinary action.

4931.08 Harassment and Discrimination

Messages on the District's voice mail and e-mail systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4932.00 MOBILE DEVICES

Mobile devices, including but not limited to; cellular telephones, smartphones, or laptop/tablet computers, are important tools for the District. However, mobile devices also represent a significant risk to data security as, if the appropriate security applications and procedures are not

applied, they can be a channel for unauthorized access to the District's data and Information Technology infrastructure. This can subsequently lead to data leakage and system infection. The District has a requirement to protect its information assets in order to safeguard its customers, property and reputation. This policy outlines a set of practices and requirements for the safe use of mobile devices and applications.

4932.01 Issuance of District Mobile Devices

District mobile devices will be issued to District employees as determined by the General Manager or his/her designee to facilitate the conduct of District business. Employees that are issued District mobile devices are responsible for care of the device and keeping it secure from theft or loss. Loss of, or damage to, a District mobile device shall be reported immediately to the General Manager or his/her designee. Employees may be liable for reimbursement for equipment issued to them that is lost or damaged. Issued equipment shall remain the sole property of the District and shall be subject to inspection and/or monitoring (including related records, phone logs, text messages, and internet usage logs) at any time. Employees in possession of District equipment are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the equipment for return or inspection. Employees unable to present the device in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Exempt employees, including Department Managers and Supervisors, may have the opportunity to use their personal devices for work purposes when authorized by the employee and the District. If the exempt employee chooses to use his/her District sanctioned personal cellular telephone he/she will receive a stipend amount as listed in District Policy 4101.A2 Other Compensation.

4932.02 Use of District Mobile Devices

The use of District mobile devices is intended for official District business. While it is understood that the use of District mobile devices for personal reasons is necessary on occasion, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Personal use of a District mobile devices that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action. Personal toll/long-distance calls or personal use of other services that result in additional charges shall be reported to the Assistant General Manager or his or her designee in writing. Personal use charges shall be reimbursed to the District by the employee that incurred the charges within 20 calendar days of presentation of the receipt that contains the personal use charges.

4932.03 Mobile Device Usage While Driving or Operating Equipment

The use of mobile devices, both those issued by the District and personal mobile devices, while driving or operating motorized equipment on District business and/or District time is considered a dangerous distraction and is prohibited. Calls may be answered by passengers; and if a discussion is necessitated between the driver and caller, the driver must pull over to a safe area off the road to take part in the discussion. If driving alone, the driver may pull over to a safe area off the road to respond to the call or message. Under no

circumstances may a driver initiate a cellular phone call while driving a vehicle or operating motorized equipment during the course of business or on District time. An exception may be made if the driver has or vehicle is equipped with a Bluetooth or hands free device.

4932.04 Privacy Not Guaranteed

The District reserves the right to access an employee's cellular telephone voice mail (outgoing and incoming) messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on the cellular telephone voice mail system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's Assistant General Manager and other District employees as designated by the General Manager. Failure to notify the Assistant General Manager of passwords or password changes may result in disciplinary action.

4932.05 Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all cellular telephone voice messages at any time. Any attempt to block District access to messages may result in disciplinary action.

4932.06 Personal Cellular and/or Wireless Devices

Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any District telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.

4940.00 REASONABLE SUSPICION ALCOHOL AND DRUG TESTING PROCEDURES

It is the policy of the District to establish and maintain a safe and healthy workplace for all District employees that is free of any adverse effects on job performance caused in any way by the use or presence of drugs or alcohol. Additionally, this policy is intended to inform employees that assistance toward rehabilitation is available if an employee needs help in overcoming addiction to, dependence upon, or problems related to the abuse of drugs or alcohol.

Involvement with drugs and alcohol, both on and off the job, takes a toll on individual job performance and employee safety. Impacts of substance abuse include higher health benefits usage and workers' compensation claims, increased safety and liability risks, and diminished productivity and quality of work. The District's goal is to prevent or reduce these and other negative effects associated with substance abuse. This policy will serve to establish prohibitions against conducting District business or representing the District while under the influence of drugs or alcohol. Violation of this policy may result in disciplinary action up to and including termination.

Definitions

- *Alcohol* means any alcohol or alcoholic beverage as defined in the California Business and Professional Code Sections 23003 and 23004.
- *Controlled Substance* means alcohol, an illegal drug, or an immediate precursor thereto.
- *Conviction* means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal and state criminal statutes.
- *Drug* means any drug, including, but not limited to, an illegal drug or a prescription or over-the-counter drug (legal drug) which is listed in any schedule in Sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.
 - *Illegal drug* means any drug or immediate precursor which is specified or referenced in any provision of the California Uniform Controlled Substance Act (Division 10 of the Health and Safety Code) which may subject an individual to criminal penalties, or a legal drug which has not been obtained legally, is being used by an individual for whom it was not prescribed, or is not being used in a manner, combination, or quantity for which it was manufactured, prescribed, or intended.
 - *Legal drug* means any over-the-counter or prescription drug which has been obtained legally and is being used in a manner, combination, and quantity for which it was manufactured, prescribed, or intended.
- *Drug-Free Workplace* means a site for the performance of work in which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- *District Business* means duties that are performed by an employee for the District, whether on or off District premises, including, but not limited to, events at which an employee represents the District in his/her official capacity and occasions when an employee uses property such as a vehicle owned by the District.
- *Substance Abuse* means the improper use of controlled substances or any other substance (including legal drugs) that impairs an employee's ability to safely and effectively perform the functions of a particular job.
- *Under the Influence* means an employee has a measurable amount of a controlled substance in his/her body or is exhibiting negative symptoms of use of a controlled substance or legal drug.

It is the policy of the District that:

- An employee performing District business shall not be under the influence of a controlled substance, or under the influence of a legal drug which interferes with the employee's ability to safely and effectively perform his/her duties.
- An employee's job performance or safety shall not be jeopardized in any way because another employee is conducting District business under the influence of a controlled substance.

- An employee shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
 - An employee shall not possess or consume an open container of alcohol or an illegal drug on District premises.
 - An employee shall not allow an open container of alcohol or an illegal drug to be placed or carried in an District vehicle or in any vehicle over which an employee has control while conducting District business.
 - An employee shall not sell, offer, or provide an illegal drug to another person while conducting District business.
 - District prohibits the consumption of alcohol by employees while conducting District business, whether or not such consumption will cause the employee to be considered under the influence of alcohol. Employees representing District at social events or industry events are not prohibited from limited appropriate consumption of alcohol at those events.
 - An employee shall not test positive for a controlled substance.
- A. Application. This section applies to all District employees. Any District employees who fall within mandatory random testing requirements of the Department of Transportation regulations will also be subject to random testing as required by law and other District Policy.
 - B. Notice. All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty.
 - C. Reasonable Suspicion Testing.
 1. A reasonable suspicion test must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee, or in the event an accident occurs while an employee is driving a District vehicle, where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs. The observations must be made immediately prior to the determination that reasonable suspicion testing is warranted.
 2. The observations must be made by a supervisor and District official who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one hour training in identifying indicators of probable controlled substance use.
 3. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of job-related duties.
 4. Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
 5. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly

administered. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.

6. A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.
7. The supervisor and District official who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.
8. Testing shall occur at a testing facility or laboratory that is Department of Health and Human Services certified, and comply with all laboratory analysis procedures and quality control measures set forth in the regulations applicable to DOT random testing. See 49 C.F.R., part 40.

D. Miscellaneous.

1. A refusal to test shall be deemed a positive test. "Refusal" includes but is not limited to
 - Refusal to provide a urine sample
 - Inability to provide a urine sample without a valid medical explanation
 - Refusal to complete and sign the testing consent form or otherwise act to interfere with the testing or prevent completion of the test
 - Tampering with or attempting to adulterate the collection specimen or procedure
 - Leaving the scene of an accident without obtaining permission from a supervisor, manager, or department director prior to the supervisor, manager, or department director making a determination whether to send the employee for post-accident testing.
2. Employees will not be docked pay nor will their leave be charged for time required to take the tests specified in this article. The employer will pay for the initial test. In the case of post-accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.
3. The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.
4. The District will treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.

CITRUS HEIGHTS WATER DISTRICT

**MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT
FOR
[JOB TITLE]**

This Employment Agreement effective _____, 20__ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and _____, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITIES.

(a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

- (i) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.
- (ii) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the

salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(b) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon

advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) Obligations at the Conclusion of Employment.

- (i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.
- (ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained

by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

- (iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
-
- (iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the

DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action of the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]
Exhibit B: Regular Salary Compensation
Exhibit C: Comprehensive General Release and Severance Agreement

9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:
6230 Sylvan Road
Citrus Heights, California 95610-5615
Fax: (916) 725-0345

EMPLOYEE's Notice Address:

11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had

a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

19. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

20. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT

By:

General Manager/Secretary

Date

EMPLOYEE

By: _____

Date

CITRUS HEIGHTS WATER DISTRICT
EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT
EXHIBIT A
JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT

MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein. EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic

advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT**DIRECTOR OF _____ EMPLOYMENT AGREEMENT
FOR
[JOB TITLE]**

This Employment Agreement effective _____, 20__ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and _____, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITES.

(a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and

professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

(iii) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(iv) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent

provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(c) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(d) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the

DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) Obligations at the Conclusion of Employment.

- (v) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.
- (vi) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to

the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

- (vii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
-
- (viii) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]
Exhibit B: Regular Salary Compensation
Exhibit C: Comprehensive General Release and Severance Agreement

9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road
Citrus Heights, California 95610-5615
Fax: (916) 725-0345

EMPLOYEE's Notice Address:

11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

19. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

20. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT

By:

General Manager/Secretary

Date

EMPLOYEE

By:

Date

CITRUS HEIGHTS WATER DISTRICT
DIRECTOR OF _____EMPLOYMENT AGREEMENT
EXHIBIT A
JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT

DIRECTOR OF _____ EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein. EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic

advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

4000.A3

Executive/Manager Employment Agreement Employee Prior to
August 21, 2019

CITRUS HEIGHTS WATER DISTRICT

DIRECTOR OF/EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR [JOB TITLE]

This Employment Agreement effective _____, 20__ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and _____, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by

reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITIES.

(a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the

duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

- (v) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.
- (vi) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition

pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(e) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(f) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable

amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) Obligations at the Conclusion of Employment.

- (ix) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment

Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (x) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (xi) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
-
- (xii) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such

claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A:	Job Description for [JOB TITLE]
Exhibit B:	Regular Salary Compensation
Exhibit C:	Comprehensive General Release and Severance Agreement

9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road
Citrus Heights, California 95610-5615
Fax: (916) 725-0345

EMPLOYEE's Notice Address:

11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

CITRUS HEIGHTS WATER DISTRICT
EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT
EXHIBIT A
JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without “cause,” as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for “cause”, the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE’s employment with the DISTRICT and/or the termination thereof as provided for herein. EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney’s fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic

advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

HOURLY AND MONTHLY* SALARY RANGE				
JOB TITLE / JOB CLASS	2019 Base Hourly	2019 Base Monthly	2019 Maximum Hourly	2019 Maximum Monthly
<u>Organizational Leadership</u>				
General Manager (E)	80.44	13,943.39	108.60	18,824.49
Assistant General Manager (E)	67.36	11,676.44	90.95	15,763.93
<u>Accounting Series</u>				
Finance Manager/Administrative Services Manager (E)	61.24	10,614.61	82.68	14,331.01
Accounting Supervisor/Principal Accountant (E)	44.86	7,776.33	60.56	10,497.04
Senior Accountant (E)	38.39	6,653.88	51.82	8,981.45
Accountant	34.90	6,049.48	47.11	8,165.79
<u>Customer Service Series</u>				
Senior Customer Services Specialist	33.37	5,784.94	45.06	7,811.24
Customer Service Specialist	30.16	5,228.31	40.73	7,059.87
Customer Service Technician II	27.43	4,754.35	37.02	6,416.90
Customer Service Technician I	24.93	4,320.80	33.66	5,834.54
<u>Engineering Technical Series</u>				
Project Manager (E)	48.35	8,380.73	65.27	11,312.70
Engineering Supervisor/Principal GIS Specialist (E)	37.66	6,527.12	50.83	8,810.60
Engineering/GIS Specialist	32.75	5,676.56	44.21	7,662.43
Engineering/GIS Technician	29.77	5,160.34	40.19	6,966.18
Engineering Aide	25.88	4,486.13	34.95	6,058.67
<u>Construction Inspection Series</u>				
Construction Inspection Supervisor/Principal Construction Inspector (E)	39.32	6,815.54	53.09	9,201.90
Senior Construction Inspector	34.19	5,926.40	46.16	8,000.45
Construction Inspector	31.09	5,388.14	41.97	7,274.81
<u>Engineering Series</u>				

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2019 Base Hourly	2019 Base Monthly	2019 Maximum Hourly	2019 Maximum Monthly
Engineering Manager/District Engineer (E)	67.36	11,676.44	90.95	15,763.93
Principal Civil Engineer (E)	61.24	10,614.61	82.68	14,331.01
Senior Civil Engineer (E)	55.68	9,651.98	75.16	13,028.52
Associate Civil Engineer (E)	50.62	8,773.86	68.33	11,843.61
Assistant Civil Engineer	44.02	7,629.37	59.43	10,300.47
Assistant Engineer	35.16	6,093.57	47.53	8,239.27
<u>Information Technology (IT) Series</u>				
Information Technology Manager (E)	48.02	8,323.78	64.83	11,237.38
Principal Information Technology Analyst (E)	43.66	7,566.91	58.93	10,214.13
Senior Information Technology Analyst	39.68	6,878.00	53.58	9,286.41
Information Technology Analyst	36.08	6,253.40	48.83	8,463.40
Information Technology Technician	30.07	5,211.78	40.59	7,035.99
<u>Management Services (MS) Series</u>				
Management Services Supervisor/Chief Board Clerk (E)	42.22	7,318.90	57.00	9,879.78
Senior Management Services Specialist (E)	36.71	6,363.62	49.57	8,591.99
Management Services Specialist	33.37	5,784.94	45.06	7,811.24
Management Services Technician	30.35	5,261.38	40.96	7,100.29
<u>Water Distribution Series</u>				
Operations Manager (E)	61.24	10,614.61	82.68	14,331.01
Water Distribution Supervisor (E)	46.45	8,051.89	62.71	10,869.96
Assistant Water Distribution Supervisor	39.71	6,883.51	53.61	9,291.92
Water Distribution Lead Worker/Operator	34.54	5,987.02	46.61	8,079.45
Water Distribution Operator II	31.39	5,441.41	42.38	7,346.46
Water Distribution Operator I	28.54	4,947.24	38.53	6,677.76
Water Distribution Worker	20.60	3,571.27	27.80	4,818.64
<u>Operations Specialist Series</u>				

HOURLY AND MONTHLY* SALARY RANGE				
JOB TITLE / JOB CLASS	2019 Base Hourly	2019 Base Monthly	2019 Maximum Hourly	2019 Maximum Monthly
Principal Operations Specialist	46.45	8,051.89	62.71	10,869.96
Senior Operations Specialist	42.22	7,318.90	57.00	9,879.78
Operations Specialist	36.26	6,284.63	48.94	8,483.60
Operations Technician	32.96	5,713.30	44.50	7,713.87
<u>Water Efficiency Series</u>				
Water Efficiency Supervisor (E)	36.38	6,306.67	49.11	8,513.00
Senior Water Efficiency Specialist	31.64	5,483.66	42.71	7,403.41
Water Efficiency Specialist	28.75	4,983.98	38.83	6,731.04
Water Efficiency Technician	26.15	4,532.06	35.29	6,117.45
<u>Water Resources Series</u>				
Water Resources Supervisor/Chief Operator (E)	46.45	8,051.89	62.71	10,869.96
Water Resources Specialist	33.01	5,722.48	44.57	7,724.89
Water Resources Technician	30.01	5,202.59	40.51	7,021.29
<u>Miscellaneous Series</u>				
Intern	11.93	2,068.54	23.86	4,135.25

(E) = Exempt

*Monthly Salaries are average monthly compensation over a 12-month period based on the Hourly Salary Range.

4101.A2.01 Regular Employees

In addition to salary compensation received, FLSA (Fair Labor Standards Act) exempt, who are not department heads (Senior Management), and non-exempt Regular Employees (see Policy 4001) are authorized to receive the following compensation:

Certified California State Water Distribution System Operators (see Policy 4401)

Grade	D1	\$ 20.00 / month
Grade	D2	\$ 40.00 / month
Grade	D3	\$ 60.00 / month
Grade	D4	\$ 80.00 / month
Grade	D5	\$100.00 / month

Certified California State Water Treatment Operators (see Policy 4401)

Grade	T1	\$ 20.00 / month
Grade	T2	\$ 40.00 / month
Grade	T3	\$ 60.00 / month
Grade	T4	\$ 80.00 / month
Grade	T5	\$100.00 / month

Standby Duty (see Policy 4120)

Regular Work Days	\$ 30.00 / day
Friday	\$ 75.00 / day
Saturday	\$ 75.00 / day
Sunday	\$ 75.00 / day
District Holidays	\$ 30.00 / day

4101.A2.04 Out-Of-Class Pay

At times, the District needs to temporarily assign an existing employee to perform a more complex level of work or additional work in a higher, equivalent or subordinate position. This need may arise due to a vacancy created by an extended leave, resignation or retirement.

In order to qualify for Out-of-Class Pay, an employee must be assigned in writing by the General Manager or General Manager's Designee to perform the duties of another job classification due to a temporary vacancy extending for a period of more than eight (8) consecutive working days, holidays excluded. Assigned employees will be compensated at a five percent (5%) increase of their current hourly rate of pay in recognition of the increased responsibilities and additional workload. This Out-of-Class rate of pay increase is temporary in nature and will remain in effect until the assignment is complete.

The maximum duration of the temporary assignment is one year. If the need arises to extend the assignment past one year, written justification must be provided by the General Manager and filed in the employee's personnel file. This written justification must include the completion date of the temporary assignment. This Policy section

pertains to all positions that report to and/or are subordinate to the General Manager.

4101.A2.05 Personal Cellular Telephone Reimbursement

Exempt employees, including District Department Managers and Supervisors, will receive a monthly stipend in the amount of \$49 to use District sanctioned personal cellular telephones. This stipend will be paid through payroll quarterly. If an employee obtains or currently has a plan that exceeds the monthly stipend, Citrus Heights Water District will not be liable for the cost difference. The device remains the property of the employee, who is responsible for all repairs or replacement of the device.

INDEX

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4001	Employment Status Definitions	JULY 1, 1965	AUGUST 21, 2019	AUGUST 21, 2019	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) OCTOBER 11, 2005; (5) OCTOBER 14, 2018; (6) MARCH 24, 2016
4010	Recruiting and Selection	JULY 1, 1965	AUGUST 21, 2019	AUGUST 21, 2019	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) AUGUST 9, 1995; (4) MARCH 18, 1997; (4) JUNE 10, 2008
4011	Equal Opportunity	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) JUNE 3, 1992
4012	Employment of Relatives	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JULY 24, 1995; (2) JUNE 10, 2008; (3) MARCH 10, 2009
4013	Volunteer Program	AUGUST 12, 2014	AUGUST 21, 2019	AUGUST 21, 2019	
4015	Probationary Period	DECEMBER 20, 2017		DECEMBER 20, 2017	

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4020	Rights and Responsibilities	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 10, 2008
4040	Personnel Records and Privacy	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCTOBER 17, 1995; (2) JUNE 10, 2008; (3) NOVEMBER 19, 2014
4050	Employment Duration	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCTOBER 14, 2008
4090	Job Descriptions	JULY 10, 2012	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCTOBER 20, 1998; (2) MARCH 16, 1999; (3) JUNE 10, 2008; (4) MAY 10, 2011; (5) JULY 12, 2011; (6) APRIL 10, 2012; (7) JULY 10, 2012
4101	Compensation/Reclassification/Positions	JULY 6, 1965	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) MAY 3, 1999; (4) OCTOBER 11, 2005; (5) FEBRUARY 28, 2006; (6) DECEMBER 8, 2009; (7) SEPTEMBER 13, 2016
4102	Salary Cost of Living Adjustments (COLA)	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) DECEMBER 8, 2003; (4) DECEMBER 14, 2004; (5) DECEMBER 13, 2005; (6) DECEMBER 12, 2006; (7) JANUARY 13, 2009; (8) DECEMBER 8, 2009

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4103	Salary Merit Adjustments	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) OCTOBER 14, 2008; (4) JULY 10, 2012
4105	Employee Recognition	APRIL 12, 2005	AUGUST 21, 2019	AUGUST 21, 2019	
4110	Hours of Work	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) NOVEMBER 7, 1995; (2) OCTOBER 14, 2008; (3) APRIL 13, 2010
4111	Lunch and Rest Periods	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCTOBER 6, 1998; (2) JUNE 10, 2008; (3) APRIL 13, 2010
4112	Overtime Pay	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) MAY 13, 1997; (4) OCTOBER 17, 2002; (5) FEBRUARY 28, 2006; (6) OCTOBER 14, 2008; (7) MARCH 10, 2009; (8) APRIL 13, 2010; (9) OCTOBER 11, 2011; (10) JANUARY 12, 2016; (11) SEPTEMBER 13, 2016

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4113	Payroll	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JANUARY 7, 1986; (2) JULY 24, 1995; (3) FEBRUARY 3, 1998; (4) MAY 13, 2008; (5) APRIL 13, 2010; (6) NOVEMBER 19, 2014
4120	Standby Duty	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCTOBER 17, 1995; (2) JANUARY 2, 1996; (3) DECEMBER 7, 1999; (4) JUNE 10, 2008; (5) APRIL 13, 2010; (6) DECEMBER 9, 2014; (7) JANUARY 12, 2016
4200	Employee Insurance Benefits	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 20, 2008; (2) NOVEMBER 19, 2014

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4210	Health Insurance	JANUARY 7, 1986	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JANUARY 16, 2001; (4) JANUARY 8, 2002; (5) JANUARY 7, 2003; (6) JANUARY 13, 2004; (7) JANUARY 11, 2005; (8) MAY 10, 2005 (9) JANUARY 10, 2006; (10) JANUARY 9, 2007; (11) JUNE 10, 2008; (12) JANUARY 11, 2011; (13) JANUARY 10, 2012; (14) JANUARY 8, 2013; (15) JANUARY 14, 2014; (16) DECEMBER 9, 2014; (17) JANUARY 13, 2015; (18) JANUARY 10, 2017; (19) APRIL 11, 2017; (20) JANUARY 16, 2019
4211	Dental Insurance	JANUARY 7, 1986	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008; (4) DECEMBER 13, 2016; (5) JANUARY 16, 2019
4212	Vision Insurance	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JULY 24, 1995; (2) JUNE 10, 2008; (3) DECEMBER 13, 2016; (4) JANUARY 16, 2019
4220	Life Insurance and Accidental Death and Dismemberment Insurance	JANUARY 7, 1986	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) JUNE 10, 2008; (4) DECEMBER 5, 2016; (5) JANUARY 16, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4222	Disability Insurance	JANUARY 7, 1986	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008; (4) DECEMBER 13, 2016; (5) JANUARY 16, 2019
4223	Workers' Compensation Insurance	JANUARY 7, 1986	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 1, 1997; (3) JUNE 10, 2008
4301	Annual Leave	JULY 1, 1965	AUGUST 21, 2019	AUGUST 21, 2019	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) OCTOBER 17, 1995; (4) JULY 6, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012; (8) DECEMBER 9, 2014
4302	Management Leave	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012; (8) DECEMBER 9, 2014
4303	Compensatory Time-Off (CTO)	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) JUNE 10, 2008; (6) OCTOBER 14, 2008; (7) NOVEMBER 19, 2014
4305	Administrative Leave	OCTOBER 14, 2008	AUGUST 21, 2019	AUGUST 21, 2019	(1) JULY 10, 2012

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4308	Pregnancy Disability Leave	AUGUST 21, 2019	AUGUST 21, 2019	AUGUST 21, 2019	
4309	New Parent Leave	AUGUST 21, 2020	AUGUST 21, 2019	AUGUST 21, 2019	
4310	Sick Leave	JULY 1, 1965	AUGUST 21, 2019	AUGUST 21, 2019	(1) MARCH 3, 1981; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) NOVEMBER 7, 1995; (5) JULY 20, 1999; (6) JUNE 10, 2008; (7) APRIL 13, 2010
4311	Compassionate Leave	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JULY 24, 1995; (2) JULY 20, 1999; (3) OCTOBER 14, 2008
4312	Catastrophic Illness/Injury Leave Donation	JULY 20, 1999	AUGUST 21, 2019	AUGUST 21, 2019	(1) DECEMBER 9, 2014; (2) JUNE 20, 2008
4320	Court Appearance	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JULY 20, 1999; (2) JUNE 10, 2008

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4321	Jury Service Leave	JULY 1, 1965	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JUNE 10, 2008; (3) DECEMBER 9, 2014; (4) DECEMBER 8, 2015
4325	Military Duty Leave of Absence	JULY 1, 1965	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) JUNE 10, 2008
4330	Personal Leave of Absence	AUGUST 2, 1983	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; JUNE 10, 2008; (3) OCTOBER 14, 2008
4350	Holidays	APRIL 13, 2010	AUGUST 21, 2019	AUGUST 21, 2019	(1) JANUARY 6, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) JUNE 10, 2008; (5) APRIL 13, 2010
4401	Education Assistance Program	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) NOVEMBER 7, 1995; (3) JANUARY 5, 1999; (4) JUNE 8, 2004; (5) OCTOBER 14, 2008; (6) DECEMBER 14, 2010; (7) NOVEMBER 19, 2014; (8) JANUARY 10, 2017
4411	Deferred Compensation	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4420	Employee Tools and Safety Equipment	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JANUARY 2, 1996; (3) MAY 13, 2008; (4) OCTOBER 14, 2008; (5) FEBRUARY 14, 2012; (6) NOVEMBER 10, 2015
4430	Employee Suggestions	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008
4440	Membership in Professional and Technical Societies/Associations	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 10, 2008
4450	Telephone Calls	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 10, 2008
4501	Standards of Conduct	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014
4511	Attendance	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4512	Harassment/Discrimination Prevention	AUGUST 21, 2019	AUGUST 21, 2019	AUGUST 21, 2019	
4513	Disciplinary Procedures	JANUARY 6, 1976	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) AUGUST 9, 1995; (3) JUNE 10, 2008
4514	Grievance Procedure	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) AUGUST 9, 1995, (2) JUNE 10, 2008; (3) MARCH 24, 2016
4520	Employee Conflict of Interest	JUNE 3, 1992	JUNE 10, 2008	JUNE 10, 2008	
4530	Uniforms and Dress Code	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCTOBER 14, 2008; (2) OCTOBER 11, 2011
4600	Training & Development		AUGUST 21, 2019	AUGUST 21, 2019	

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4601	Employee Orientation	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCOTBER 14, 2008
4610	Performance Evaluations	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) OCTOBER 14, 2008; (3) July 10, 2012; (4) DECEMBER 13, 2016
4611	Promotions	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008; (3) OCTOBER 14, 2008
4701	Safety Officer	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) NOVEMBER 1, 2016
4702	Injury and Illness Prevention	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) AUGUST 7, 2001; (2) MAY 8, 2007
4703	Injury and Illness Reporting	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) MAY 8, 2007; (2) NOVEMBER 19, 2014

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4710	Smoking in the Workplace	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 10, 2008
4730	Return to Work Program	MARCH 9, 2004	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 10, 2008
4740	Reasonable Accommodations	AUGUST 21, 2019	AUGUST 21, 2019	AUGUST 21, 2019	
4800	Employee Separation	JUNE 3, 1992	NOVEMBER 19, 2014	NOVEMBER 19, 2014	(1) OCTOBER 17, 1995; (2) JUNE 10, 2008
4810	Layoff or Reduction of Work Force	JULY 1, 1965	AUGUST 21, 2019	AUGUST 21, 2019	(1) JANUARY 1, 1976; (2) MARCH 3, 1981; (3) JUNE 3, 1992; (4) OCTOBER 17, 1995; (5) JUNE 10, 2008; (6) OCTOBER 14, 2008
4810	California Public Employee's Retirement System	JANUARY 7, 1986	AUGUST 21, 2019	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) FEBRUARY 6, 2001; (4) JUNE 10, 2008; (5) FEBRUARY 12, 2013; (6) NOVEMBER 19, 2014; (7) SEPTEMBER 13, 2016

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4830	Insurance Benefits for Retirees Retiring Between 06/03/92-03/19/96	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) MARCH 19, 1996; (2) JUNE 10, 2008
4831	Insurance Benefits for Retirees after 03/19/96	MARCH 19, 1996	AUGUST 21, 2019	AUGUST 21, 2019	(1) JANUARY 16, 2001; (2) JANUARY 8, 2002; (3) JANUARY 7, 2003; (4) JANUARY 1, 2004; (5) FEBRUARY 10, 2004; (6) DECEMBER 13, 2005; (7) DECEMBER 12, 2006; (8) DECEMBER 11, 2007; (9) JANUARY 13, 2009; (10) DECEMBER 8, 2009 (11) DECEMBER 14, 2010; (12) DECEMBER 13, 2011; (13) DECEMBER 11, 2012; (14) DECEMBER 10, 2013; (15) DECEMBER 9, 2014; (16) DECEMBER 08, 2015; (17) JANUARY 10, 2017; (18) JANUARY 1, 2018; (19) JANUARY 16, 2019
4901	Employee Expenses/Per Diem Reimbursement	JUNE 3, 1992	AUGUST 21, 2019	AUGUST 21, 2019	(1) OCTOBER 17, 1995; (2) OCTOBER 17, 2002; (3) JUNE 10, 2008; (4) DECEMBER 14, 2010; (5) SEPTEMBER 11, 2012

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
4911	District Vehicle and Equipment Assignment	JUNE 3, 1992	NOVEMBER 19, 2014	NOVEMBER 19, 2014	(1) OCTOBER 6, 1998; (2) JUNE 10, 2008
4912	Employee Parking	JUNE 3, 1992	JUNE 10, 2008	JUNE 10, 2008	(1) OCTOBER 17, 1995
4930	Computer Use and Internet Access	MARCH 4, 2003	NOVEMBER 19, 2014	NOVEMBER 19, 2014	(1) JUNE 10, 2008
4931	Voice Mail and Electronic Mail	MARCH 4, 2004	NOVEMBER 19, 2014	NOVEMBER 19, 2014	(1) JUNE 10, 2009
4932	Mobile Devices	MARCH 11, 2008	NOVEMBER 14, 2018	NOVEMBER 14, 2018	(1) APRIL 22, 2016
4940	Reasonable Suspicion Drug/Alcohol Testing	AUGUST 21, 2019	AUGUST 21, 2019	AUGUST 21, 2019	

ATTACHMENT 3

Red-lined Version of Human Resources
Policies Updates (4000 series) with Edits
Proposed on or After July 23, 2019

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EMPLOYMENT STATUS/DEFINITIONS
POLICY NUMBER : 4001
DATE ADOPTED : JULY 1, 1965
DATE AMENDED : MARCH 24, 2016
AMENDMENTS : (1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) OCTOBER 11, 2005; (5) OCTOBER 14, 2018

4001.00 EMPLOYMENT STATUS DEFINITIONS

4001.01 Regular Employees

Employees holding a regularly-authorized District position who have completed any applicable probationary period. Regular employees may be full-time (budgeted to work 2,080 hours in a year) or part-time (budgeted to work at least 1,040 hours but less than 2,080 in a year). At the discretion of the General Manager, employment as a Regular Employee may or may not be subject to an Employment Agreement. If subject to an Employment Agreement, the nature, duration and conditions of employment will be established in writing at the onset of employment. Regular employees may be FLSA exempt (paid on a salaried basis and not eligible for overtime compensation) or non-exempt (paid on an hourly basis and eligible for overtime compensation). Unless otherwise designated as “at will” at the time of appointment or in an applicable employment agreement, a regular employee may only be terminated or disciplined for cause.

4001.02 Temporary Employees

Employees hired to work fewer than 1,040 hours in a calendar year or employees, often recruited and placed through a temporary agency, who work on a temporary basis for the District. The nature, duration, and conditions of employment will be established in writing at the onset of employment. Temporary Employees will not be eligible for benefits that accrue to Regular Employees, including vacation time, sick leave, or holidays except as required by law. Compensation shall be on an hourly basis.

4001.03 Special Employment Categories

Employees hired for a special purpose or duration to meet a particular District need are “special employees” and may include: (a) provisional employees – those who meet the minimum qualifications for a regular position and who are appointed on an interim basis of at least two weeks’ duration to fill a vacancy until such position is filled; or (b) specially-funded employees – those working in a full- or part-time capacity but in a limited term position funded by special, non-District revenues. Special employees are not eligible for benefits that accrue to regular employees except as required by law or as otherwise

specified in writing at the time of appointment to a special employment category.

4001.04 Non-Employee Services

The District may occasionally obtain services from external sources that are true independent contractors (e.g. law firms, engineering firms, environmental consulting firms, and the like.) Such arrangements will be made in writing and must be executed by the Board of Directors or the General Manager (or designee).

4001.06 Rehired Employees

Employees rehired after leaving employment with the District may be subject to employment at the discretion of the District. The nature, duration and conditions of employment will be established in writing at the onset of employment.

The ability to rehire CalPERS retirees is subject to the restrictions and guidelines set forth by the Public Employee's Retirement Law (PERL).

When an employee is rehired, his/her duration of District employment (see Policy 4050) will be adjusted by the period of time while not a District employee.

4001.20 Employment Agreements

The District will enter into an employment agreement with the General Manager, and such agreement will be approved and executed by the District Board and the General Manager employee. The District may also, at the discretion of the General Manager, employ persons to work for the District under a written employment agreement, which shall be signed by the General Manager or his/her authorized designee and by the employee. The Employment Agreement shall specify the terms and conditions of the relationship between the District and the employee, and may include terms and conditions of employment that differ from those of other District employees.

4001.30 General Manager

The General Manager is the head of the District's personnel system. Where the term "General Manager" is used throughout the Human Resources policies in the District's Policies and Procedures manuals, as well as accompanying Administrative Procedures, the term shall mean the General Manager or designee(s).

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : RECRUITING AND SELECTION
POLICY NUMBER : 4010
DATE ADOPTED : JULY 1, 1965
DATE AMENDED : JUNE 10, 2008
AMENDMENTS : (1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) AUGUST 9, 1995; (4) MARCH 18, 1997

4010.00 RECRUITING AND SELECTION

The following provisions apply to the recruitment and selection of Regular Employees. When such a personnel vacancy occurs, the General Manager will conduct a recruitment and selection program to identify and choose the most qualified individual for the position. The Board of Directors shall determine the procedures to be followed for recruitment and selection of the General Manager.

4010.01 Procedure

The following steps govern the recruiting and selection process:

- A. The District generally supports the practice of promoting from within. It also believes that employees have the primary responsibility for their own career development. To assist in both of these processes, the District will post all job vacancies.
- B. Upon the authorization of the General Manager, the District may waive the outside recruiting process on a case-by-case basis if it is determined to be in the best interest of the District to consider only internal candidates for the vacancy.
- C. Regular positions with the District generally will be subject to a competitive recruitment process, either as an internal or an external recruitment, as determined in the discretion of the General Manager. Vacancies will be advertised in the appropriate medium(s) in hard copy or electronic versions, at the discretion of the General Manager, as needed to ensure a sufficient pool of qualified applicants. Liberal use of low-cost, widely disseminated electronic resources and social media is encouraged as appropriate, in order to reach a broad and diverse candidate pool. Recruiting sources could also include local or regional newspapers, posting on the internet and/or District web site, professional journals, trade publications and/or public sector job recruitment bulletins. A period of time for accepting applications will be established that will be sufficient

for interested persons from outside the District organization to obtain and submit applications for vacancies when they occur.

- D. Incoming applications or resumes will be screened to identify qualified candidates. For positions below the General Manager, screening will be done by the General Manager or designee(s). The Board will establish any applicable screening process for candidates applying for the General Manager position.
- E. Screening interviews will be conducted. Interview panel composition will vary based on the needs of the position and circumstances, and they may include evaluator(s) from outside of the District (e.g., management or supervisory employees from other public agencies) to ensure the impartiality of the evaluation process.
- F. Once a candidate is selected, a conditional written offer will be made that identifies the position title, starting compensation, and other information about various terms and conditions of employment. Such offer will be conditioned on passing a reference and appropriate background check, as well as any applicable medical evaluation and drug/alcohol test. No candidate shall begin employment at the District prior to successful completion of the offer conditions.
- G. Once a candidate has successfully passed all of the conditional offer conditions, arrangements for a start date of employment will be made.
- H. Pre-employment medical screenings and applicable drug/alcohol testing will be at the District's expense by a physician or testing facility designated by the District. Final offers of employment are contingent upon the results of this examination
- I. Candidates who are conditionally offered employment must consent in writing to a Employment Background Investigation. This investigation will be at the District's expense by an investigator designated by the District and may include one or more of the following investigations: criminal court records; department of motor vehicles records; social security verification report; civil court index check; individual consumer credit check; bankruptcies, tax liens and judgments; sex offender registry; education and credential verification; employment verification; professional references; and workers' compensation history. Final offers of employment are contingent upon the results of this investigation.
- J. All employees must complete the Employment Verification Form I-9 issued by the Immigration and Naturalization Service and provide appropriate documentation of eligibility to work in the U.S.

4010.02 Notice

The General Manager shall inform the Board of Directors, via written or verbal notice, of all new employees, appointees or promotions at the next Regular Meeting of the Board of Directors.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EQUAL OPPORTUNITY
POLICY NUMBER : 4011
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : NOVEMBER 19, 2014
AMENDMENTS : JUNE 10, 2008

4011.00 EQUAL OPPORTUNITY

The District is committed to equal opportunity with respect to all employees and applicants for employment. The District hires and treats employees without regard to race, color, creed, religion, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or expression, age (~~over 40~~), marital status, citizenship status, and status with regard to public assistance, physical or mental disability, medical condition, genetic information, veteran status, political affiliation or other basis protected by law. The District may make employment decisions on the basis of bona fide qualifications as permitted by law.

The District's human resources policies, including promotion, transfer, compensation, employee benefits, reassignment, layoff or termination of employment, training and development, and discipline will be administered in accordance with this Policy.

Any employee with a question or problem in the equal opportunity area should bring the question or problem to the attention of their ~~Department Manager~~ Department Director, ~~the Human Resources Specialist, the Assistant General Manager, the~~ General Manager, or the General Counsel.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EMPLOYMENT OF RELATIVES
POLICY NUMBER : 4012
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : MARCH 10, 2009
AMENDMENTS : (1) JULY 24, 1995; (2) JUNE 10, 2008

4012.00 EMPLOYMENT OF RELATIVES

The District reserves the right, in some situations and business requirements, to prohibit employment of close relatives in any circumstances where there is actual or potential adverse impact on supervision, safety, security, efficiency or morale. Some such circumstances would include employment of relatives within a direct management reporting chain or any other circumstances of shared supervision, shared job duties, or any other. The purpose of this policy is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

4012.01 Close Relative Defined

Close relatives include:

Spouses*	Mother-in-law*
Parents	Father-in-law*
Children	Brother-in-law*
Brother	Sister-in-law*
Sister	Stepchildren*
Adopted Children	Stepparents*
Grandparents	Domestic Partner or romantic partner sharing other employee's residence
Grandchildren	Children of a Domestic Partner or romantic partner sharing other employee's residence
Grandchildren	
Aunts	Guardians / Wards
Uncles	Nieces
Cousins (1 st ~~and 2nd~~ only)	Nephews

*current and former

4012.02 Existing Employees

If District employees become Close Relatives after employment with the District, the

District reserves the right to move or transfer one or both such Close Relative employees to eliminate actual or potential adverse impacts, as well as (in extreme circumstances) to terminate the employment of one or both Close Relative employees. Such action by the District shall be in the sole discretion of the General Manager or designee with respect to all positions below the General Manager. Such discretion shall reside solely with the Board of Directors where the General Manager is one of the Close Relative employees involved.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : VOLUNTEER PROGRAM
POLICY NUMBER : 4013
DATE ADOPTED : AUGUST 12, 2014
DATE AMENDED :
AMENDMENTS :

4013.00 VOLUNTEER PROGRAM

The Citrus Heights Water District has determined that the establishment of an unpaid Volunteer Program is an effective method of improving public service and participation by allowing citizens to volunteer their time, efforts and expertise to our organization. The specifics of the Volunteer Program shall be set forth in Administrative Policy (AP4013) promulgated by the General Manager. The purpose of this policy is to establish guidelines for the use of volunteers in District programs and/or day-to-day operations and to specify the roles and responsibilities of those involved in the Volunteer Program.

The Volunteer Program shall not be used to reduce, eliminate or otherwise supplant any position or task provided by the District that is maintained by dedicated, paid personnel employed by the District. Under no circumstances will a volunteer be assigned or undertake emergency activities involving water system operations, including but not limited to activities that, by law, must be performed by a certified operator. That would include, but isn't limited to, any operation or repair of the District's Water Distribution or Water Treatment systems without the proper supervision of a properly certified operator employed by the District. All District volunteers will be subject to the conduct requirements applicable to District employees, including but not limited to the Standards of Conduct in Policy 4501 and the District's harassment and discrimination prevention policy in Policy 4512.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : RIGHTS AND RESPONSIBILITIES
POLICY NUMBER : 4020
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JUNE 10, 2008
AMENDMENTS :

4020.00 RIGHTS AND RESPONSIBILITIES

4020.01 General Principles

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors. To ensure that the District is able to carry out its statutory functions, mission, and responsibilities, the District is committed to the following general principles in personnel matters:

- 1) Basing personnel actions on merit, operational needs and efficiencies, excellent service to customers, and organizational needs.~~5~~
- 2) Prohibiting illegal discrimination and other inappropriate bias,~~5~~ and
- 3) Ensuring and fostering a culture of excellence and accountability in performance.

4020.02 In terms of personnel matters, the Board of Directors shall be responsible for the selection, management, and direction of the General Manager and General Counsel, for setting policy for the organization and providing staff with appropriate direction to implement such policy. The General Manager shall be the chief personnel officer for the District responsible for the selection, management, and direction of the District's workforce. Throughout Division 4 of this District Policy and Procedures Manual, the term "General Manager" shall refer to the actual General Manager or designee.

4020.03 At-Will and "For Cause" Employment

"At-will" is an employment relationship in which either the District or the employee can end the employment relationship at any time, with or without cause or notice. Regular employees holding such positions will typically have an employment agreement with the District setting forth various terms and conditions of employment, however nothing in such agreement may alter the "at will" nature of their employment or guarantees any particular term of employment. Similarly, nothing in the District's policies and procedures shall be interpreted to modify or limit the employment-at-will relationship for such positions absent formal action by the District Board of Directors executed in writing.

For all Regular positions that are not designated as “at will,” (typically these are positions below the Supervisor/Principal level of the organizational chart), employment with the district is “for cause” following successful completion of any applicable probationary period. This means that such employees may only be disciplined or terminated “for cause” and subject to applicable due process set forth elsewhere in these Policies and Procedures (Policy 4513). A “for cause” employee’s acceptance of a promotion or transfer to a higher level position that is “at will” shall automatically be deemed a waiver of all “for cause” and due process rights or procedures.

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors.

4020.04 Review of Policy

All Human Resources Policies and Procedures will be reviewed and updated as frequently as evolving legal requirements may require. Further, the District shall endeavor to review and update its Human Resource Policies and Procedures approximately annually to ensure compliance with applicable law.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : PERSONNEL RECORDS AND PRIVACY
POLICY NUMBER : 4040
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : NOVEMBER 19, 2014
AMENDMENTS : (1) OCTOBER 17, 1995; (2) JUNE 10, 2008

4040.00 PERSONNEL RECORDS AND PRIVACY

With regard to the collection, storage, dissemination and administration of information pertaining to employees, it is the District's policy to collect only information which the District needs to carry out valid responsibilities or that are otherwise required by law.

Access to personnel files is restricted to authorized employees of the District on a "need to know" basis and is typically restricted to the General Manager and designees regularly assigned to carry out various personnel duties and functions. Other employees may be granted access to personnel file materials at the direction of the General Manager in order to carry out specific authorized personnel functions and activities.

4040.10 Requests for Employee Information or Employment References

All requests for employee information shall be governed by applicable state or federal laws and shall be referred to the General Manager for handling.

Dates of employment (hire and/or rehire) and current job title of an employee may be released to a third party without a signed request or signed consent of the employee. Release of other information requires a signed request, specifying the information desired, the party or parties to whom it may be released, and the signed consent of the employee. Other releases of personnel information will be made as required by law.

Except for authorized disclosure of information by the General Manager, ~~Assistant General Manager or Human Resources Specialist~~, neither District Board members nor District employees shall provide employment references on former employees or current employees without the employee's execution of a written District waiver and release.

4040.20 Review and Duplication of Personnel Records and Medical Records

In accordance with applicable provisions of law, employees may review the non-confidential portions of their own personnel records file upon reasonable notice to the General Manager at a mutually agreed-upon time. One copy of the documents from the employee's personnel records file and medical records file can be made for the employee

for their own records at District expense. Generally applicable copying charges will apply to any additional copies requested.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EMPLOYMENT DURATION
POLICY NUMBER : 4050
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : OCTOBER 14, 2008
AMENDMENTS :

4050.00 EMPLOYMENT DURATION

The duration of employment with Citrus Heights Water District for all Regular employees shall be calculated under the direction of the General Manager or designee for the purposes of establishing insurance benefit eligibility, calculating benefit accruals and the determination of other Human Resources policy provisions.

4050.10 DETERMINATION OF EMPLOYMENT DURATION

Unless otherwise specified in other Human Resources policies, the following criteria are to be used in determining an employee's District employment duration.

4050.15 Hire Date

The Hire Date for employees shall be the first day of employment with the District as a Regular ~~or Part-Time~~ Employee of the District.

4050.20 Employment Duration: Regular Employees

The duration of District employment for Regular employees shall be the difference in years ~~as expressed to two significant figures (e.g. 1.00)~~ between the current calendar date and the Hire Date inclusive of employment duration inclusions and excluding employment duration exclusions as specified below.

4050.25 Employment Duration Inclusions

The following absences from the workplace are to be included in an employee's duration of District employment:

- Annual Leave
- Management Leave for Exempt Employees
- Compensatory Time Off (CTO)
- Administrative Leave
- Sick Leave
- Compassionate Leave

- Court Appearance
- Jury Service Leave
- ~~Military Duty Leave of Absence (first ten (10) business days annually)~~
- Holidays
- Leave without Pay (the first five (5) days annually)

4050.26 Employment Duration Exclusions

The following absences from the workplace are not to be included in an employee's duration ~~—~~ of District employment, except as may otherwise be required by law:

- Personal Leave of Absence
- Layoff or Reduction of Work Force
- Break(s) in District Employment for Rehired Employees
- Leave without Pay (beginning with the sixth (6th) day annually)

4050.30 Employment Duration: Regular Part-Time Employees

The duration of District employment for Regular Part-Time employees shall be calculated based upon ~~—~~ the number of cumulative hours paid as a Part-Time employee divided by 2,080 as expressed ~~—~~ in years ~~to two significant figures (e.g. 1.00)~~ inclusive of employment duration inclusions ~~—~~ and excluding employment duration exclusions as specified above.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : JOB DESCRIPTIONS
POLICY NUMBER : 4090
DATE ADOPTED : OCTOBER 17, 1995
DATE AMENDED : JULY 10, 2012
AMENDMENTS : (1) OCTOBER 20, 1998; (2) MARCH 16, 1999; (3) JUNE 10, 2008; (4) MAY 10, 2011; (5) JULY 12, 2011; (6) APRIL 10, 2012

4090.00 JOB DESCRIPTIONS

Job descriptions, including physical qualifications in compliance with state and federal law (e.g. the Americans with Disabilities Act (ADA)), shall be developed and maintained for each job position.

Job descriptions shall be used in a variety of personnel-related issues and circumstances, including but not limited to organizational structure, employee recruitment and selection, performance appraisals, evaluation of accommodation requests, etc.

The statements and qualifications contained within a job description shall reflect general details as necessary to describe the principal function of a job, including but not limited to the essential duties and other responsibilities; physical capabilities; working conditions; licenses and certifications required; and the level of knowledge, abilities, and experience typically required, but should not be considered an all-inclusive listing of work requirements, which often evolve and change from time to time.

4090.10 Job Description Development and Approval

The Board of Directors shall act as the approval and revision body for budgeted positions set forth in the District's publicly-available pay schedule. The General Manager shall prescribe job classes and develop, approve, and amend as necessary all employee job descriptions consistent with the positions listed in District's publicly-available pay schedule.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : COMPENSATION / RECLASSIFICATION / POSITIONS
POLICY NUMBER : 4101
DATE ADOPTED : JULY 6, 1965
DATE AMENDED : SEPTEMBER 13, 2016
AMENDMENTS : (1) JUNE 3, 1992; (2) JULY 24, 1995; (3) MAY 3, 1999; (4) OCTOBER 11, 2005
(5) FEBRUARY 28, 2006; (6) DECEMBER 8, 2009

4101.10 SALARIES

It is the intent of the District, subject to applicable economic conditions, to provide employee compensation that is comparable, based upon experience, qualifications, skill set, and performance, with those of similar water utilities and public agencies in the Sacramento region. "Salary" as used in this policy is used in the generic sense to refer to compensation generally, which may be paid on an hourly or salaried basis.

4101.11 Salary Ranges

The salary and total compensation schedules of similar water utilities and public agencies in the Sacramento region may occasionally be used by the District, along with other information as available.

In determining salary ranges for District employment positions, the following criteria are expressed as goals for the District:

- The maximum salary for a particular salary range is to be established as the 100th percentile of the best matches of the maximum labor market salary adjusted for total compensation including benefits. This will be used to set the top step of the District's benchmark classification salary. Salary ranges for all regular employment positions with the District shall be established by action of the Board of Directors.

4101.12 Salary Survey

The District shall perform a total compensation survey at intervals of no more than three years to ensure that District salaries are consistent with the marketplace.

The information resulting from a total compensation survey will be considered by the District in making amendments to the District's Salary Schedule.

- In the event that a District salary range or ranges are determined to be below the marketplace for an employment position or positions, the Salary Schedule may be

amended to reflect a changed increase to the range. Such an increase to the range shall not automatically change an employee's salary except that an employee's then-current salary that is below the minimum or base salary for the range shall automatically be raised to the new minimum or base. Changes to employee compensation shall be determined by the General Manager and may be implemented over time subject to employee performance and the provision of budgeted funds.

- In the event that a District salary range or ranges are determined to be above the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed decrease to the range. Such a decrease to the range will typically not change an employee's salary except as otherwise determined by the Board of Directors. In the event that an employee's base salary is above the salary range as a result of a decrease to the range, said employee's salary will typically remain frozen (i.e. Y Rated), with no merit or COLA increases, until such time as the salary range is further amended, either due to COLA adjustments, subsequent total compensation surveys or action by the Board of Directors, such that said employee's salary is then within the salary range for the employment position.

4101.13 Salary Schedule

The Salary Schedule may only be amended by action of the Board of Directors. Employees should refer to the current Salary Schedule for further information.

4101.14 Salary Adjustments

Adjustments in salary for employees other than the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule may be considered and authorized by the General Manager.

An adjustment in salary for the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule shall be considered and authorized only by the Board of Directors.

4101.15 Reclassification [From Policy 4130]

When changes in job duties, surveys or other data show that a position requires modification, the duties and responsibilities contained in the job description will be reviewed to determine whether reclassification is appropriate. Reclassification of a job may, but will not necessarily, increase or decrease an employee's rate of pay. In the event that a position classification has to be changed to a classification with a lower base salary range, the General Manager will determine if the employee's pay rate will be reduced. If the employee's pay rate is not reduced, the pay rate will remain frozen (i.e. Y Rated), with no merit or COLA increases, until the Salary Schedule is modified such that an increase may be considered.

4101.20 OTHER COMPENSATION

In addition to salaried compensation provided to employees, other compensation may be provided as approved from time to time by the Board of Directors, and is listed in the Other Compensation Schedule.

4101.25 POSITIONS [From Policy 1030]

The positions listed in the District's current Salary Schedule are those for which the District maintains a current job description and salary range. Filling of the positions is dependent upon the needed skills and training necessary for the District to efficiently carry out its mission. Employment of any person or persons in any of the positions noted is further dependent on the Board of Directors appropriation of funds through the District's budget process or by other Board-approved means. All listed positions need not necessarily be filled.

The orderly grouping of various functional positions is intended to be indicative of a typical career path that an employee could foresee based upon one's growth in areas such as but not limited to knowledge, training, education, accountability, responsibility, and employee supervision.

Temporary workers, which are not considered part of the District's regular work force may be hired from independent employment services at the discretion of the General Manager within authorized budget amounts.

4101.26 Expansion of Work Force

Expansion of the District's regular work force to include positions in excess of the organizational structure and chart shall require approval by the Board of Directors.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : SALARY COST OF LIVING ADJUSTMENTS (COLA)
POLICY NUMBER : 4102
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : DECEMBER 8, 2009
AMENDMENTS : (1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) DECEMBER 8, 2003;
(4) DECEMBER 14, 2004; (5) DECEMBER 13, 2005; (6) DECEMBER 12, 2006
(7) JANUARY 13, 2009

4102.00 SALARY COST OF LIVING ADJUSTMENTS (COLA)

The Cost of Living Adjustment (COLA) is reviewed on an annual basis by the General Manager. Any recommendations for COLA adjustments are then submitted to the District's Board of Directors for review and potential final approval, subject to its assessment of the District's then-current financial circumstances.

The Consumer Price Index for All Urban West Consumers (CPI-U) is to be used as a guideline. The current salary schedule will typically be reviewed in December and the salary ranges amended by a COLA as necessary, effective January 1 of each year to reflect the CPI-U percentage change for all urban west consumers during the latest twelve month reporting period (typically October to October). Cost of Living Adjustments are to be applied regardless of position within a salary range.

Unless otherwise directed by the Board of Directors, individual employee salaries shall increase by the same percentage amount as the COLA adopted by the Board of Directors, but individual employee salaries will not be reduced by a decrease in the COLA.

4102.10 Salary Survey

In the event that the District's salary schedule is amended due to a salary survey (see Policy 4101), amendment of the current salary schedule by a COLA will not apply.

4102.20 COLA for Reclassified Employees

Salary Cost of Living Adjustments for employees that are reclassified are addressed in the District's Reclassification Policy (see Policy 4130).

4102.30 No COLA for Part-Time and Temporary Employees

Hourly wage rates for Part-Time Employees and Temporary Employees hired directly by the District will not be amended due to a salary cost of living adjustment.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : SALARY MERIT ADJUSTMENTS
POLICY NUMBER : 4103
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JULY 10, 2012
AMENDMENTS : (1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) OCTOBER 14, 2008

4103.00 SALARY MERIT ADJUSTMENTS

Salary adjustments within the salary range for a particular job title shall be based upon the employee's performance evaluation and any applicable criteria established by the General Manager by Administrative Policy. No employee whose overall performance evaluation rating is below "meets expectations plus" will be eligible for a merit adjustment in that rating year. Said adjustments shall be determined by the General Manager within the budget established and approved by the Board of Directors.

Salary adjustments for the General Manager shall require approval by the Board of Directors.

4103.10 MERIT ADJUSTMENT AT TOP OF CLASSIFICATION RANGE

Subject to its assessment of the District's financial circumstances and budgetary approval, the Board of Directors shall annually establish the District's publicly-available salary ranges for each regular, full-time classification other than the General Manager with a minimum salary, a "~~control point~~maximum" salary that equates to the top base step for each range, and an "~~extended range~~" ~~maximum salary~~ that is no more than percent (5%) above the control point.

An employee who has, through merit adjustments, reached the top of the employee's salary range (i.e. the ~~control point~~maximum salary) is eligible annually to earn "~~top of the range~~extended range" merit performance pay of 1-5% for the coming year in accordance with the ratings received in the employee's annual performance evaluation for the prior year. This percentage shall be set by and in the discretion of the General Manager (and for employees subordinate to ~~Department Manager~~Department Directors, the General Manager shall consult with the applicable ~~Department Manager~~Department Director to establish the appropriate percentage.)

At the end of each evaluation year, the base salary for any employee who has been receiving "~~top of the range~~extended range" merit pay shall automatically revert back to the ~~control point~~maximum salary level. If the employee's performance ratings for that year again qualify for "~~top of the~~extended range" merit pay, a new corresponding percentage will be set and implemented for the coming year.

No employee who receives a rating in any evaluation category below “meets expectations plus” shall be eligible for “~~top of the~~extended range” merit performance pay.

In no case may an employee’s salary exceed the extended range~~maximum salary~~ established for that classification as set forth on the Board-approved, publicly-available pay schedule.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EMPLOYEE RECOGNITION AND REWARDS PROGRAM
POLICY NUMBER : 4105
DATE ADOPTED : APRIL 12, 2005
DATE AMENDED :
AMENDMENTS :

4105.00 EMPLOYEE RECOGNITION AND REWARDS PROGRAM

The District's employees are one of its most valuable assets. The District affirms its desire to employ highly skilled and motivated employees in order to provide the highest level of service within its own work force, to its customers and to the community. In order to acknowledge those employees that go above and beyond everyday expectations in their duties, the District will develop and maintain an Employee Recognition and Rewards Program, the details of which shall be set forth in applicable Administrative Policy implemented by the General Manager. The Board of Directors shall maintain discretion to approve funds designated for use in the Program.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : HOURS OF WORK
POLICY NUMBER : 4110
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : APRIL 13, 2010
DATE EFFECTIVE : MAY 10, 2010
AMENDMENTS : (1) NOVEMBER 7, 1995; (2) OCTOBER 14, 2008

4110.00 HOURS OF WORK

District employees generally work Monday through Thursday, defined as regular work days, unless otherwise prescribed by the General Manager. Work hours and schedules will be determined by the General Manager to meet the customer service, operational, project management and administrative needs of the District and may be modified from time to time at the discretion of the General Manager. Employees shall be notified in writing of their typical work schedule.

Periodic or temporary variations to the typical work schedule may be authorized in writing by the General Manager.

Certain limited time near the end of a work day may be authorized by the department supervisor for the cleaning up and putting away of tools and equipment. Employees may also be authorized to use this time to clean ~~themselves as well as their work areas.~~

The District looks unfavorably at any idle time and encourages all employees to use their own initiative in all situations, when not otherwise directed, to make productive efforts toward the betterment of the District. Any employee who believes he or she has exhausted available regularly-assigned work tasks must immediately seek direction from a supervisor to obtain additional assignments.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : LUNCH AND REST PERIODS
POLICY NUMBER : 4111
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : APRIL 13, 2010
DATE EFFECTIVE : MAY 10, 2010
AMENDMENTS : (1) OCTOBER 6, 1998; (2) JUNE 10, 2008

4111.00 LUNCH AND REST PERIODS

4111.10 Lunch Period

All employees scheduled for more than a five (5) hour work day are eligible for a minimum thirty (30) minute unpaid lunch period during which the employee is relieved of duty. Scheduling of the lunch period will be at the discretion of the ~~department manager~~[Department Director](#) or supervisor, and the employee is responsible for taking the lunch period at the approved time. Lunch periods may exceed thirty (30) minutes in length at the discretion of the supervisor.

The lunch period is inclusive of travel time from and returning to the assigned work location.

Lunch periods are not paid work time. In situations authorized by the ~~department manager~~[Department Director](#) or supervisor for those lunches taken as part of a work or training activity, the time is deemed “hours worked” and paid in accordance with regular pay procedures

4111.20 Rest Period

All employees are eligible for a paid rest period not to exceed fifteen (15) minutes for each consecutive four (4) hour work period. Scheduling of the rest period will be at the discretion of the ~~department manager~~[Department Director](#) or supervisor.

The rest period is inclusive of travel time from and returning to the assigned work location.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : OVERTIME PAY AND RECRUITMENT
POLICY NUMBER : 4112
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : SEPTEMBER 13, 2016
AMENDMENTS : (1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) MAY 13, 1997;
(4) OCTOBER 17, 2002;
(5) FEBRUARY 28, 2006; (6) OCTOBER 14, 2008; (7) MARCH
10, 2009; (8) APRIL 13,
JANUARY 12, 2016 2010; (9) OCTOBER 11, 2011; (10)

4112.00 OVERTIME PAY

District overtime pay policy will conform to the requirements of applicable law including the federal Fair Labor Standards Act. All “non-exempt” employees will be paid at one and one-half (1.50) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a regular work week. A regular work week is defined as a seven-calendar-day period commencing at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Pay for non-exempt employees’ work in excess of forty-eight (48) hours in a regular work week will be at two (2.00) times their regular hourly rate of pay. The District retains discretion to “flex” an employee’s working hours within a single seven-day work period to reduce potential overtime costs.

Leave hours shall not be counted as hours worked for the purpose of qualifying for overtime pay except in circumstances where the employee works hours that require returning to work in an emergency situation, after being off duty on discretionary leave and where the emergency work hours are not a continuation of a regular work shift. Under these circumstances, when discretionary leave hours have been scheduled in advance (i.e. vacation or CTO) and are interrupted by an emergency call back, the leave hours within that work period may be counted as hours worked for the purpose of qualifying for overtime pay.

Employees are required to accurately report all hours worked, including overtime, on their timecards. Unauthorized or unreported overtime work ~~are~~is strictly prohibited. Employees may be subject to discipline for violations of this overtime policy.

At a non-exempt employee’s option, compensatory time-off (CTO) in lieu of overtime payments may be granted subject to a maximum CTO accrual (see Policy 4303).

4112.02 Holiday Overtime Pay

All non-exempt employees will be paid at two (2.00) times their regular hourly rate of pay for

hours worked on the day of the District observed holiday. For a list of designated District holidays (see Policy 4350).

4112.03 Paid Leave Following Extended Work Shifts

In consideration of the safety and well-being of District employees, all employees, at the discretion of the General Manager ~~or Assistant General Manager and upon the General Manager's or Assistant General Manager's~~ approval, an employee may be granted authorized Leave-with-Pay on the work day that immediately follows a work shift that prevented the employee from having at least eight (8) non-working hours. The purpose of this provision is to ensure that District employees are not required to work when they are overly fatigued from working an overnight or extended shift and that employees are allowed non-working time off to rest without being required to use their Annual Leave, Compensatory Time-Off (CTO) or take Leave-without-Pay.

Upon returning to work after the prescribed eight (8) non-working hours, the employee may be granted a maximum Leave-with-Pay based upon the time difference to the nearest one-quarter hour between their typical work shift starting time and their actual return to work time. In the event that the employee works beyond their typical work shift ending time, the maximum Leave-with-Pay will be reduced by the time worked beyond the typical work shift ending time.

4112.04 Exempt Employees

Exempt positions are those ineligible for overtime compensation according to applicable law. Such positions will be so designated in the applicable job description and/or employment agreement.

4112.50 OVERTIME RECRUITMENT

Scheduled overtime or non-emergency response overtime work shall not be performed without the express prior approval of the General Manager. In unusual circumstances where the General Manager is unreachable, the highest ranking on-duty supervisor may approve such scheduled non-emergency overtime work. Emergencies requiring immediate response do not require prior approval. The procedure for staffing scheduled, non-emergency overtime shall be determined by the General Manager in an appropriate Administrative Procedure.

In an emergency situation (as determined by the General Manager), the General Manager retains the discretion to assign overtime (whether as a hold-over or call-back response) to the first available employees who possess the skill set necessary to address the emergency issue.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : PAYROLL AND PAYDAY
POLICY NUMBER : 4113
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : NOVEMBER 19, 2014
DATE EFFECTIVE : NOVEMBER 19, 2014
AMENDMENTS : (1) JANUARY 7, 1986; (2) JULY 24, 1995, (3) FEBRUARY 3, 1998; (4) MAY 13, 2008: (5)
APRIL 13, 2010

4113.00 PAYROLL

Payroll functions shall be performed under the direction of the General Manager.

4113.01 Payroll Period

The payroll period for payment of compensation due to employees shall be 14 calendar days in length. The payroll period shall end at 11:59 p.m. on the 14th calendar day following the beginning of the pay period.

4113.02 Payroll Withholding

The District will make payroll deductions as required by law for each employee. Deductions required by law may include, but are not limited to, Federal tax withholding, State tax withholding, Social Security and Medicare withholding. Deductions may also include garnishment of wages as ordered by a court of law or other entities as authorized by law. The District will also make payroll deductions as requested in writing by the employee for other programs or purposes approved by the District such as deferred compensation plans and supplemental insurance plans.

4113.03 Direct Deposit of Payroll Checks

The District may offer direct deposit of an employee's payroll check into the employees' personal financial account(s), subject to any requirements and/or limitations imposed by State or federal law, the District's payroll service vendor or the District. Enrollment in direct deposit shall be optional and at the sole discretion of each employee.

All District employees shall record their hours worked, contemporaneously with working the hours, on an Employee Time Sheet. Non-exempt employees must account for at least forty (40) hours per work week and shall record the starting and ending time of each work day, each meal period, and any applicable leave time utilized or overtime hours worked. The Time Sheet shall be submitted on a bi-weekly basis to an employee's supervisor or designee as soon as practicable following the end of the work week, typically prior to 9:00 a.m. on the Monday morning immediately following the end of the work week. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

Accuracy of time sheets is critically important, and all employees are to certify in writing that the hours appearing on their time sheet are a true and accurate record of the actual hours worked. Any employee with a question about how to accurately complete the time sheet should seek direction from ~~the supervisor, General Manager, or designated personnel assigned to Human Resources functions~~ prior to certifying and submitting it. Any attempt to falsify or misrepresent hours worked on a time sheet is strictly prohibited. Each employee's time sheet shall be reviewed biweekly and approved in writing by their supervisor. ~~The General Manager's time sheets shall be reviewed on a monthly basis and approved in writing by the President of the Board of Directors.~~

4113.11

Time Sheets for Exempt Employees

Time sheets for exempt employees shall be submitted to account for and track tasks performed and as a method of recording leave hours used. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

4113.1~~2~~3Work Week

For purposes of completing time sheets and determining hours worked during a work week, the District's work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

4113.20

Payday

All employees will be paid on the Thursday following the end of each bi-weekly payroll period except when this date falls on a District holiday. When this occurs, payment will be made on the preceding business day whenever possible within the constraints of the payroll process. When making payment on the preceding business day is not possible, payment will be made on the first business day following the District holiday.

4113.21

Payment for Standby Duty and Standby Duty Overtime

The bi-weekly payroll covers Standby Duty and Standby Duty Overtime work performed through the completion of a weekly Standby Duty period ending on or before the end of

the pay period. Standby Duty and accompanying overtime work completed after the close of the bi-weekly payroll period will be reported and paid as part of the next payroll period.

Completion of a Weekly Standby Duty report by the ~~Operations Manager~~ Director of Operations shall serve as authorization for payment of Standby Duty and Standby Duty Overtime.

4113.30 Advances Prohibited

Employee payroll advances for hours not yet worked are prohibited.

4113.40 No Check Cashing

Cashing of personal or payroll checks by the District is prohibited.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : WATER DISTRIBUTION STANDBY DUTY AND CALL-OUTS
POLICY NUMBER : 4120
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JANUARY 12, 2016
DATE EFFECTIVE : DECEMBER 10, 2014
AMENDMENTS : (1) OCTOBER 17, 1995; (2) JANUARY 2, 1996; (3) DECEMBER 7, 1999; (4) JUNE 10, 2008; (5) APRIL 13, 2010; (6) DECEMBER 9, 2014

4120.00 STANDBY DUTY

4120.01 Assignment and Rotation of Standby Duty

Regular employees with water distribution system operating experience and certification as a California State Water Distribution System Operator are eligible for water distribution system Standby Duty. Said water distribution system operating employees within the job classes of Expert/Specialist and Journey/Professional shall perform Standby Duty on a rotating basis subject to recommendation by the ~~Operations Manager~~ Director of Operations and approval by the General Manager. In recommending/approving an employee for Standby Duty, the following items shall be required:

1. Knowledge of the operation and maintenance of the District's water distribution and transmission system.
2. Knowledge of District geography.
3. Knowledge of District policies and procedures.
4. Response time to the District property / service area.
 - a. Employees assigned to Standby Duty must reside within twenty (20) miles of the District headquarters while performing Standby Duty.

The rotation schedule of employees eligible for Standby Duty shall be maintained and prepared on a bi-monthly basis at the direction of the General Manager. Assigned employees are responsible for their weekly duty as assigned, however, a substitute employee(s) from the ranks of those eligible is permitted, with the approval of the ~~Director of Operations~~ Operations Manager, so long as there is no inconvenience to other employees or the District.

Standby Duty shall begin at 5:30 PM on Tuesday and shall end at 5:30 PM on the following Tuesday. Employees shall not perform Standby Duty for two (2) consecutive weeks unless

approved by the Operations Manager.

4120.02 Duties

The duties of the employee assigned to Standby Duty encompass responding, either by telephone or in person, to after-hour reports from customers or others of problems associated with District operations. Significant in this response is personal observation and analysis of failure or damage to the District's water transmission and distribution system. In analyzing the failure or damage, the Standby Duty person shall consider public safety, water quality, personal property, the integrity of the adjacent water distribution facilities and other related factors in determining the need to assemble additional District personnel to address the situation.

Selection and assembly of additional personnel to address an off-duty call-out situation shall be consistent with the District's Overtime Recruitment requirements.

An employee assigned to Standby Duty shall remain accessible at all times by a combination of an employee provided standard telephone and/or a District provided cellular telephone. The Standby Duty person shall not take part in repair activities if at all possible in order to remain accessible for subsequent responses to after-hour reports.

4120.03 Standby Duty Pay

Employees who are assigned to Standby Duty in a non-working status at their residence during off-duty hours shall be entitled to payment for Standby Duty in addition to their regular compensation and overtime pay as set forth in the "Other Compensation" schedule (see Policy 4101) per each Standby Duty assignment. Daily pay for Standby Duty, as set forth by the Board of Directors, may differentiate between regular work days, Friday, Saturday, Sunday and holidays.

An employee who is assigned to Standby Duty during the time period from 7:00 AM to 5:30 PM on a District observed holiday (see Policy 4350) will be compensated for the day the holiday is observed by receiving District holiday Standby Duty pay (see Policy 4101) and will also receive ten (10) hours added to their Annual Leave accrual upon completion of their Standby Duty assignment.

4120.04 Vehicle and Equipment Use

Employees who are assigned to Standby Duty shall be provided with and use a District vehicle, in accordance with the District's vehicle policy, as designated by the Operations Manager. Said vehicle shall be equipped with the necessary tools and equipment to enable the employee to properly carry out the tasks typically associated with Standby Duty. A check list of the tools and equipment necessary to perform Standby Duty shall be prepared by the Operations Manager. Weekly, prior to occupying said District vehicle, the incoming Standby Duty employee shall confirm that all tools and equipment are secure and present in good working condition. On the last day of a Standby Duty assignment, the outgoing Standby Duty employee shall clean said vehicle inside and out at the beginning of the regular duty shift.

The employee may, at his/her own risk and liability, store his/her personal vehicle at the District's corporation yard while using a District vehicle for the performance of Standby Duty. Relocation of a Standby Duty employee's personal vehicle to a location other than the District's corporation yard shall be the responsibility of the employee and shall be done outside of regular working hours without additional compensation.

4120.50 CALL-OUTS

4120.51 Call-Out Reports

A Call-Out Report must be completed by the Standby Duty employee for all calls received, whether or not it was necessary for the Standby Duty employee to respond in person to a call. The Call-Out Report will be prepared on the District provided form and shall be delivered to an Operations Department supervisor at the beginning of the next regular work day.

All call-outs and overtime worked are to be reviewed by the Operations Manager-Director of Operations prior to payment of overtime. The Operations Manager-Director of Operations or designee shall prepare a weekly report quantifying Standby Duty Pay and Call-Out Pay. The Operations Manager-Director of Operations shall maintain a historical file of Standby Duty and Call-Out Reports together with supporting documentation including, but not limited to, notification reports received from the District's answering service.

4120.60 CALL-OUT PAY

An employee shall receive overtime Call-Out Pay in addition to Standby Duty Pay whenever the employee is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following completion of the employee's normal work shift and departure from the District offices.

4120.61 Compensation Rate

Call-Out Pay shall be at the appropriate overtime rate of hourly compensation with a one (1) hour minimum per call-out.

4120.62 Multiple Call-Outs

Whenever the same employee receives multiple call-outs within the same time period (i.e., before the employee returns to his / her residence from the first call-out), the employee shall not be entitled to additional pay except for time actually worked beyond the first call-out minimum.

4120.63 Travel Allowance

For purposes of determining hourly compensation for call-outs, travel time from the employee's residence to the reporting station and return to residence shall be included in the minimum pay period. However, travel time does not count as

“hours worked” for purposes calculating any applicable overtime. An exception to this would be if the employee would be required to remain on duty until the start of the regularly scheduled shift when return travel time will not be paid.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EMPLOYEE INSURANCE BENEFITS
POLICY NUMBER : 4200
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : NOVEMBER 19, 2014
AMENDMENTS : (1) JUNE 20, 2008

4200.00 EMPLOYEE INSURANCE BENEFITS

4200.01 General

The District provides a variety of insurance coverages and benefits. The General Manager or those employees designated to regularly perform human resources duties are available to discuss and answer employee questions. It is the employee's responsibility to fill out claim forms and send them in for processing; however, the employee may obtain assistance from such personnel.

4200.10 EMPLOYEE BENEFITS STATEMENT

The General Manager shall oversee preparation and distribution of an annual summary statement of employee benefits and costs related thereto including the employee's utilization of the District's Education Assistance Program (see Human Resources Policy 4401) shall be provided to each employee in accordance with particular benefit plan requirements or by March 31 of each year.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

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

4210.00 HEALTH INSURANCE

Regular employees working forty (40) or more hours per week, and their dependents, as defined in Section 4210.10 of this Policy, are covered by a group health insurance plan through the District. Group health insurance benefits for Regular part-time and other employees are provided as required by law.

Coverage begins on the first day of the month following an eligible employee's hire date and is paid by the District to a monthly maximum periodically set by the Board. Monthly health insurance premium amounts for a covered employee that exceed this monthly maximum shall be paid by the employee in the form of a payroll deduction from each pay period. Covered employees shall also pay a contribution toward their health insurance coverage in accordance with the benefit program approved from time to time by the Board of Directors. Similarly, c

~~Co~~-payments required by the approved benefit program shall be the full responsibility of the employee at time of service. Upon submission of a claim to a third party administrator, eligible co-payments may be eligible for reimbursement through an approved District health savings or plan or reimbursement program. Employees should consult Human Resources or the Provider for details.

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

Employees may elect not to enroll in a District-provided health insurance plan if they have qualifying health insurance coverage through a parent's, spouse's or a registered domestic partner's employer. Employees making such an election shall provide written documentation to the District verifying their health insurance coverage at least every six (6) months. If an employee elects not to enroll in the District-provided health insurance plan, the employee shall receive a payment of \$400.00 per month in lieu of health insurance enrollment. The payment shall be processed through the District's payroll, and is subject to all applicable federal, state and local withholdings. For non-exempt employees, this amount is also factored into the employee's "regular rate of pay" for purposes of overtime compensation calculations.

4210.01 COBRA

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

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

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

4210.10 Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier or by state or federal law. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, ~~proof of college enrollment~~, etc.) may be required by carriers as a condition of providing dependent coverage

42.10.11 Directors

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

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

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

4211.00 DENTAL INSURANCE

The District provides group dental insurance—for Regular ~~full or part-time~~ employees whose positions are regularly scheduled to work 32 hours per week or more and their eligible dependents. Group dental insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4211.10 Dependents

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

4210.11 Directors

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

4211.20 Policy Renewal

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

CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : VISION INSURANCE
POLICY NUMBER : 4212
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : DECEMBER 13, 2016
AMENDMENTS : (1) JULY 24, 1995; (2) June 10, 2008

4212.00 VISION INSURANCE

The District provides group vision insurance for Regular ~~fulltime or part-time~~ employees whose positions are regularly scheduled to work thirty-two (32) hours per week or more and their eligible dependents. Group vision insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4212.10 Dependents

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

4210.11 Directors

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

4212.20 Policy Renewal

Renewal of the Vision Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if

the rates come in above the approved budgeted amount.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : LIFE INSURANCE AND ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE
POLICY NUMBER : 4220
DATE ADOPTED : JANUARY 7, 1986
DATE AMENDED : DECEMBER 5, 2016
AMENDMENTS : (1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) JUNE 10, 2008

4220.10 LIFE INSURANCE

Regular ~~and Part-Time~~ employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a group life insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

All employees may purchase additional life insurance above that provided by the District. Said purchase shall be made by payroll deduction as coordinated through Human Resources ~~the Management Services~~.

Provision of this additional life insurance is subject to acceptance by the insurance company. No additional compensation will be provided in lieu of non-acceptance of coverage.

4220.20 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Regular ~~and Part-Time~~ employees who work thirty-two (32) or more hours per week are covered by a group accidental death and dismemberment insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4220.30 Policy Renewal

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

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : DISABILITY INSURANCE
POLICY NUMBER : 4222
DATE ADOPTED : JANUARY 7, 1986
DATE AMENDED : DECEMBER 13, 2016
AMENDMENTS : (1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008

4222.00 DISABILITY INSURANCE

Regular ~~and Part-Time~~ employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a long term disability insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board. Employees will be provided with a copy of the plan document that specifies the situations by which an employee is eligible and the method by which the exact benefit is calculated.

In general terms, the benefit of Long Term Disability Insurance is to provide income protection if the employee becomes disabled from a covered sickness, accidental bodily injury or pregnancy. Coverage begins after a specified number of calendar days of continuous disability as provided in the policy. Any and all accrued Annual Leave, Management Leave, Compensatory Time Off (CTO), Sick Leave may be used during the initial period and may be integrated with the employee's Long Term Disability Insurance benefit after this period. At no time will the employee's gross earnings between any combinations of insurance or accrued benefit be greater than 100% of the employee's regular pay during a period of disability.

A physician statement certifying a disability is required to apply for Long Term Disability Insurance benefits. Forms for application are available from ~~the Office Administrator~~ Human Resources.

An employee's Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial thirty (30) calendar days of a disability, after which they will cease accruing until the employee returns to work. The District will continue to pay the District portion of health, dental, vision, life, accidental death and dismemberment and long term disability insurance premiums (at the levels in place prior to the LTD insurance claim event) while an individual is receiving LTD benefits to the extent required by law or other District policy.:-

4222.10 Policy Renewal

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

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : WORKERS' COMPENSATION INSURANCE
POLICY NUMBER : 4223
DATE ADOPTED : JANUARY 7, 1986
DATE AMENDED : JUNE 10, 2008
AMENDMENTS : (1) JUNE 3, 1992; (2) JULY 1, 1997

4223.00 WORKERS' COMPENSATION INSURANCE

Any employee, director, or officer who is injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as are awarded under the workers' compensation laws of the California Labor Code and the District's Workers' Compensation Insurance Policy.

It is the employee's responsibility to immediately report all injuries, regardless of severity, as set forth in Policy 4703, Injury and Illness Reporting.

The District will coordinate Workers' Compensation Insurance benefits with Sick Leave benefits if the employee so elects. After Sick Leave benefits are exhausted, Annual Leave, Management Leave or Compensatory Time-Off (CTO) may be used. Any employee who is off work and receiving Workers' Compensation Insurance benefits may elect to continue receiving a regular salary from the District while using accrued Annual Leave, Management Leave, CTO and/or Sick Leave.

Employee Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial 45 calendar days of a work-incurred disability, plus one day for each day (or fraction thereof) worked on a Return to Work Program (See Policy 4730) work assignment, after which they will cease accruing until the employee returns to unrestricted work duty. The District will continue to pay premiums for the group health, dental, vision, life, accidental death and dismemberment and long term disability insurance currently in force, up to the maximum dollar amount paid by the District while an individual is disabled and receiving Workers' Compensation Insurance benefits and on an approved Medical Leave of Absence (see Policy 4331). The employee will be responsible for paying any premium amounts that exceed the maximum amounts paid by the District.

4223.10 Volunteer Workers

Pursuant to District Resolution 7-97 and Labor Code Section 3363.5, an unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury sustained by such person while engaged in the services of the District under the direction and control of the governing Board of the District or its designee

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : ANNUAL LEAVE
POLICY NUMBER : 4301
DATE ADOPTED : JULY 1, 1965
DATE AMENDED : DECEMBER 9, 2014
DATE EFFECTIVE : DECEMBER 9, 2014
AMENDMENTS : (1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) OCTOBER 17, 1995; (4) JULY 6, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012

4301.00 ANNUAL LEAVE

The District's Annual Leave benefit provides Regular employees with paid time off for personal purposes including but not limited to an annual vacation. Ownership of Annual Leave is vested with the employee. Throughout this Policy manual and accompanying ~~Administrative policies~~ Procedures, where the term "vacation" is used it is as a synonym for leave covered by the District's Annual Leave benefit.

The District encourages every Regular employee to take an annual vacation as paid time-off away from work. An annual vacation is defined as a minimum of forty (40) work hours of annual leave taken as consecutive full days away from work, excluding weekends and holidays, on an approved Annual Leave.

For the purpose of calculating the duration of District employment to determine Annual Leave accrual rate, total employment by the District as a Regular employee will be the basis. Such employment need not be continuous.

4301.01 Accrual

For each Regular employee, Annual Leave shall be earned and accrued for each regular hour paid on the basis of the schedule below:

Schedule A: For employees hired prior to October 15, 2008

Duration of District Employment at end of calendar month	Hours Accrued Per Reg Hr Paid	Maximum Hours Accrued Annually
0.00 to 3.99 years	.04616	96
4.00 to 6.99 years	.05770	120
7.00 to 9.99 years	.06924	144
10.00 to 14.99 years	.08077	168
15.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

Schedule B: For employees hired or re-hired on or after October 15, 2008

<u>Duration of District Employment at end of calendar month</u>	<u>Hours Accrued Per Reg Hr Paid</u>	<u>Maximum Hours Accrued Annually</u>
0.00 to 3.99 years	.04616	96
4.00 to 7.99 years	.05770	120
8.00 to 11.99 years	.06924	144
12.00 to 15.99 years	.08077	168
16.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

The Annual Leave accrual rate and determination of total District employment years for Regular ~~Part-Time~~ employees shall be prorated in accordance with their regular scheduled hours (e.g. a 3/4 time employee will accrue at 3/4 the rates and maximums specified above).

Employees shall continue to accrue Annual Leave while in a District-paid status on Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

4301.02 Scheduling

Vacations and time-off must be scheduled by, and approved as far in advance as possible, by the employee's ~~Department—Manager~~Department Director. ~~Department Manager~~Department Directors will coordinate vacation schedules internally to minimize impact on the District's operation. Annual Leave scheduling will be at the discretion of the ~~Department—Manager~~Department Director. In the absence of the employee's ~~Department Manager~~Department Director, his or her designee or the General Manager shall act as the approving authority.

While on Annual Leave if an employee exceeds his/her earned Annual Leave time, his/her Management Leave and Compensatory Time-Off balances will be debited. When the aforementioned leave resources are exhausted he/she shall be considered on an unpaid Personal Leave of Absence subject to the provisions of the Personal Leave of Absence Policy 4330.

4301.03 Documentation

- A. A signed and approved Leave Request form is required for use of Annual Leave.
- B. The General Manager shall maintain records of Annual Leave balances, accruals and deductions. Employees shall be notified regularly of their Annual Leave balances through the District's payroll process.

C. Annual Leave hours shall be deducted from an employee's total as used.

~~D. A request by the General Manager for more than forty (40) consecutive hours of Annual Leave shall be in writing and must be approved in advance by the President of the Board of Directors.~~

4301.04 Annual Leave Accrual and Payment

A. Maximum Accrual

Employees are encouraged to take full use of their Annual Leave and avoid accumulations beyond 200 hours. Accumulations above 200 hours will be reduced to 200 hours ~~on November 1st of each year~~ based on the last payroll of October. Account balances in excess of 200 hours will be paid to the employee on a special payroll in November, with the first November payroll. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.

B. Separation from Employment

If employment is terminated for any reason, accrued Annual Leave will be paid through the last full day of employment. . Payment shall be made at the employee's then-current rate of pay.

Employees may elect to receive payment for accrued Annual Leave at the time of temporary reduction of work force (see Human Resources Policy 4810).

C. Employee Request for Payment in Lieu of Annual Leave

An employee may request payment once per year in accordance with the procedure set forth in the Administrative Procedures.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : MANAGEMENT LEAVE
POLICY NUMBER : 4302
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : DECEMBER 9, 2014
DATE EFFECTIVE : DECEMBER 9, 2014
AMENDMENTS : (1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) June 12, 2012

4302.00 MANAGEMENT LEAVE

In recognition of additional hours required due to working time necessary outside of regular working hours for exempt employees, as listed in Human Resources Policy 4112, Management Leave shall accrue for exempt employees and shall be credited independent of other Leaves. Ownership of Management Leave is vested with the employee.

4302.01 Accrual

~~For Each~~ exempt employee, should receive 80 hours of Management Leave on November 1st. - New employees or newly promoted employees receive a prorated number of hours based on their start date for the exempt position. ~~shall be earned and accrued for each regular hour paid on the basis of the schedule below:~~

	Hours accrued per	Maximum
<u>Exempt Employee</u>	<u>Regular Hour Paid</u>	<u>Annual Accrual</u>
All	.03463	80.00

~~Employees shall continue to accrue Management Leave while on Annual Leave, Management Leave, Administrative Leave and/or Sick Leave.~~

4302.02 Scheduling

Time-off must be scheduled and approved as far in advance as possible by the General Manager. The General Manager will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the General Manager.

4302.03 Documentation

- A. A signed and approved Leave Request form is required for use of Management Leave.

- B. The General Manager shall maintain records of Management Leave balances, accruals and deductions. Exempt employees shall be notified no less than bi-weekly of their Management Leave balance.
- C. Management Leave hours shall be deducted from an employee's total as used.
- ~~D. A request by the General Manager for more than forty (40) consecutive hours of Management Leave shall be in writing and must be approved in advance by the President of the Board of Directors.~~

4302.04 Accrual and Payment of Management Leave

A. Maximum Accrual

Employees are encouraged to take full use of their Management Leave and cannot have accumulations beyond 80 hours. Accumulations of management leave hours will be reduced to 0 ~~December 1st of each year at the last full pay period of October,~~ and the hours will be cashed out on a special payroll in November with the first December payroll period. Payment shall be made at the exempt employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.

B. Separation from Employment

If employment is terminated for any reason, accrued Management Leave will be paid through the last full day of employment. Payment shall be made at the exempt employee's current rate of pay.

Employees may elect to receive payment for accrued Management Leave at the time of a temporary reduction of work force (see Human Resources Policy 4810).

C. Employee Request for Payment in Lieu of Management Leave

Once per calendar year, an employee can request payment in lieu of accrued Management Leave in accordance with the procedures and requirements set forth in Administrative Policy 4301 relating to payment in lieu of Annual Leave or Management. ~~subject to the following terms and conditions:~~

4302.05 Conversion of or Maintaining Management Leave

the Accrued Management Leave for exempt employees who then become non-exempt will, at time of receiving non-exempt status, be subject to one of the following options at the written direction from the employee:

- A. Conversion in full from Management Leave to Annual Leave (see Human Resources Policy 4301 Annual Leave).
- B. Maintained as Management Leave for use by the employee with no further accruals.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : COMPENSATORY TIME-OFF (CTO)
POLICY NUMBER : 4303
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : NOVEMBER 19, 2014
AMENDMENTS : (1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999;
(5) JUNE 10, 2008; (6) OCTOBER 14, 2008

4303.00 COMPENSATORY TIME- OFF (CTO)

Regular employees may choose to receive Compensatory Time-Off (CTO) in lieu of paid overtime. Ownership of CTO is vested with the employee.

A maximum balance of one hundred sixty (160) hours of CTO may be maintained at any one time. These one hundred sixty (160) hours may be used only as time off and may be carried indefinitely. Overtime work hours will be converted at the appropriate rate consistent with Human Resources Policy 4112 Overtime Pay and Recruitment (1 ½, 2, 2 ½ times) to regular hours of CTO.

Exempt employees are not eligible for overtime compensation and are excluded from accrual of CTO.

4303.01 Conversion Table

Overtime hours will be converted to regular hours of CTO at the following rates:

One (1) hour of regular overtime equals one and one-half (1½) hours of CTO

One (1) hour of double time overtime equals two (2) hours of CTO

One (1) hour of Holiday overtime in excess of eight (8) hours equals two and one-half (2½) hours of CTO

The General Manager will designate District staff that will perform the conversion calculations.

4303.02 Scheduling

Time-Off must be scheduled by, and approved as far in advance as possible, by the employee's ~~Department Manager~~ Department Director. ~~Department Manager~~ Department Directors will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the ~~Department Manager~~ Department Director.

4303.03 Documentation

- A. A signed and approved Leave Request form is required for use of CTO.
- B. The General Manager shall maintain records of CTO balances, accruals and deductions. Employees shall be notified of their CTO balance on their bi-weekly pay stub.
- C. CTO hours shall be deducted from an employee's total as used.
- D. Employees desiring to receive CTO for overtime hours worked shall so indicate on their weekly timesheet next to those hours requested to be converted from paid overtime to CTO.

4303.04 Payment in Lieu of Compensatory Time-Off

~~If employment is terminated for any reason, accrued CTO will be paid in full at the time of final compensation. Payment shall be made at the then-current hourly rate of pay, or the average rate over the final three years of employment, whichever is greater.~~

~~Payment for CTO hours accrued will only be provided at the time of employee separation from the District except that employees may elect to receive payment for accrued CTO (a) at the time of a temporary reduction of work force (see Human Resources Policy 4810 Layoff or Reduction in Workforce), and (b) in June and November, employees may request to cash out up to forty (40) hours of accrued CTO hours. The cash out request procedures are set forth in Administrative Policy No. AP4301.~~

- A. Once per calendar year, an employee can request payment in lieu of accrued CTO in accordance with the procedures and requirements set forth in Administrative Policy 4301 relating to payment in lieu of Annual Leave, Management Leave and CTO.
- B. Employees can request to cash out CTO balances above 80 hours the hours during the last payroll of October. Cash outs will be paid on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- C. If employment is terminated for any reason, accrued CTO will be paid in full at the time of final compensation. Payment shall be made at the then-current hourly rate of pay, or the average rate over the final three years of employment, whichever is greater.
- D. Payment for CTO hours accrued will be provided at the time of employee separation from the District except that employees may elect to receive payment for accrued CTO (a) at the time of a temporary reduction of work force (see Human Resources Policy 4810 Layoff or Reduction in Workforce).

Payment of CTO shall be processed through the District payroll. The District shall report paid CTO and make withholdings from paid CTO in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements.

4303.05 Conversion of CTO to Management Leave for Exempt Employees

Accrued CTO for non-exempt employees who then become exempt will be converted in full from CTO to Management Leave for Exempt Employees (see Human Resources Policy 4302, Management Leave) at the time of attaining exempt status.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : ADMINISTRATIVE LEAVE
POLICY NUMBER : 4305
DATE ADOPTED : OCTOBER 14, 2008
DATE AMENDED : JULY 10, 2012
AMENDMENTS :

4305.00 ADMINISTRATIVE LEAVE

An employee may be placed on paid Administrative Leave when such action is determined to be in the best interest of the District at the discretion of the General Manager. While on Administrative Leave, an employee shall retain the same rights and benefits as if he or she were physically present for duty; however, in the General Manager's discretion, access to District premises, equipment, or systems may be restricted during Administrative Leave periods.

4308: Pregnancy Disability Leave

An employee disabled by pregnancy, childbirth or related medical conditions may be eligible to take a pregnancy disability leave (PDL) of absence. If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the District may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis. The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the District can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the General Manager or employees with designated Human Resources duties shall provide a medical certification form that the employee can take to her doctor.

PDL is unpaid. At the employee's option, she can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. The District does require, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the District's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements with an employee with designated Human Resources responsibilities for payment of their share of the insurance premiums.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

Lactation Breaks

The District will provide a reasonable amount of break time for an employee who wishes to express breast milk for her infant child. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If break time cannot run concurrently with rest and meal periods, it will be unpaid.

The District will make reasonable efforts to provide the use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This location may be the employee's private office, if applicable. Please consult the General Manager or an employee with designated Human Resources responsibilities if you have questions regarding this policy.

4309 New Parent Leave

Eligible District employees may, upon request, take up to 12 weeks of unpaid ~~leave~~ new parent leave under California's New Parent Leave Act to bond with a new child within one year of the child's birth, adoption, or foster care placement, under the circumstances set forth below. Parental leave must be concluded within 12 months of the child's birth, adoption or foster care placement. Employees should direct any questions to the General Manager or Human Resources staff.

To be eligible for New Parent Leave, employees must:

- (1) have more than 12 months of service with the District during the 12-month period prior to the date on which the leave is to commence;
- (2) have at least 1,250 hours of service with the District during the previous 12-month period; and
- (3) work at a worksite in which the District employs at least 20 employees within 75 miles.

The maximum amount of leave an employee may use under this policy is 12 weeks within a 12-month period. In the case where both parents are employed by the District and are otherwise eligible for leave, the combined total leave amount for both employees may not exceed 12 weeks. Further, parental leave will be provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.

Eligible employees may take parental leave in at least two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations. Intermittent leave is permitted in the same intervals as provided in the District's sick leave policy.

Leave under the New Parent Leave Act is unpaid, although employees are entitled to utilize accrued annual leave, CTO, management leave, paid sick time as a source of wage replacement during such leave.

During New Parent Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the parental leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

The District may recover the premiums that it paid for maintaining coverage for the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which the employee is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

Employees must notify the District of their request for New Parent Leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. All requests for New Parent Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave. Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the New Parent Leave Act. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take New Parent Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If the District employs both parents who are entitled to New Parent Leave, the District is not required to grant leave in an amount beyond that available to one eligible parent.

The District will not discriminate in any way against, an individual because he or she exercised New Parent Leave rights or gave information or testimony as to the employee's or another person's New Parent Leave, and it will not interfere or limit in any way the exercise or attempted exercise of any such rights.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : SICK LEAVE
POLICY NUMBER : 4310
DATE ADOPTED : JULY 1, 1965
DATE AMENDED : APRIL 13, 2010
DATE EFFECTIVE : MAY 10, 2010
AMENDMENTS : (1) MARCH 3, 1981; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) NOVEMBER 7, 1995;
(5) JULY 20, 1999; (6) JUNE 10, 2008

4310.00 SICK LEAVE

The District's Sick Leave benefit provides income protection for Regular and Part-Time employees who, because of personal or family illness or accident, are temporarily disabled and absent from work for limited periods of time. Sick Leave is to be considered a privilege based upon specific circumstances. Sick leave has no cash value or other value at separation except as set forth in this Policy and as may be provided in the District's current agreement with CalPERS.

4310.01 Accrual

For each Regular employee, Sick Leave shall be earned and accrued beginning upon the completion of the first full month of employment and thereafter at the end of each full month of employment at the rate of eight (8) hours per month.

The rate of Sick Leave accrual ~~for Regular for Part-Time~~ employees shall be per pro rated to match the employee's work hours as a percentage of full time equivalency (but not less than one hour per thirty hours worked).

Employees shall continue to accrue Sick Leave while on a District-paid form of leave, including Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

Sick Leave may be accumulated with no maximum.

An employee who becomes ill while on Annual Leave, Management Leave or CTO and desires to claim Sick Leave rather than use of said Leaves as scheduled shall make such a request as soon as possible. The District may require, without prejudice, a medical doctor's certificate for any period of Sick Leave requested while on Annual Leave, Management Leave or CTO.

Sick Leave is not considered to be discretionary and is to be used only during illness or to attend to the illness of a family member. If Sick Leave is exhausted, Annual Leave, Management Leave, or CTO can be used in instances of an employee's illness or need to

attend to the illness of a family member. Sick Leave shall not be advanced to an employee prior to its regular accrual; in other words, Sick Leave balances shall not be allowed to go in arrears. An employee with no Sick Leave, Annual Leave, Management Leave, or CTO shall not receive compensation for days not worked due to illness or injury.

4310.02 Procedures

- A. Notification/Maintenance of Contact – An employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practical. Extended Sick Leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor of their ongoing need to use Sick Leave and their estimated date of return to work and to maintain this communication. The supervisor shall relay this information to their ~~Department Manager~~Department Director.
- B. Medical Release to Return to Work - The District reserves the right to require a health care provider's written release before the employee may return to work. "Health care provider" has the same meaning as defined in paragraph (6) of subdivision (c) of Section 12945.2 of the Government Code, as it may from time to time be amended.
- C. The District will not condition the use of sick leave on the employee finding someone to cover his/her work.
- D. The District retains the right to request verification of sick leave eligibility/appropriate usage in circumstances indicating potential sick leave fraud or abuse may exist.

4310.03 Permitted Usage

- A. Except as otherwise provided by law or other District policy, an employee may only use paid sick days for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

The term "Family Member" for purposes of this Policy includes:

- dependent child (including biological, adopted, or foster children, stepchildren, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status),
- parent (a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child),

- spouse,
- registered domestic partner,
- grandparent,
- grandchild,
- sibling, or other family member with whom the employee resides.

B. In limited emergency circumstances declared by the General Manager, not to exceed a period of four (4) months from such declaration, an employee may also temporarily be permitted to use the employee's accrued sick leave for absences to attend to mandatory evacuations and post-evacuation cleanup affecting the employee or the employee's "Close Family Member" that are caused by local natural disasters (e.g. the Oroville Dam evacuation in February 2017 and the northern California wildfires in October 2017). For purposes of this section, "close Family Member" shall have the same definition as in District Policy 4311 (Compassionate Leave).

To be eligible for such temporary use of sick leave, an employee must:

- Have accrued District sick leave available (no "advance" of sick leave is permitted);
- Personally own or rent real property within an area subject to a mandatory evacuation order, or have a Close Family member who owns or rents property within an area subject to a mandatory evacuation order.

4310.04 Documentation

A. A signed and approved Leave Request form is required for payroll/tracking purposes of Sick Leave.

B. The ~~Office Administrator General Manager or his or her designee~~ shall maintain records of Sick Leave balances, accruals and deductions. Employees shall be notified no less than monthly of their Sick Leave balance.

C. Sick Leave hours shall be deducted as used (per pay period) from an employee's total.

4310.05 Accrued But Unused Sick Leave At Retirement or Separation

During employment, a District employee's accrued sick leave has no cash value except as a wage replacement source during sick leave-related absences.

At retirement or separation, for employees hired on or after ~~July-September~~ 1, 2019, accrued but unused sick leave has no cash value, but may be converted to CalPERS service credit at retirement as permitted by law and the District's then-current contract with CalPERS.

At retirement or separation, for employees hired prior to ~~July-September~~ 1, 2019, upon execution of a full release of claims against the District and all District personnel, an employee will be eligible for severance pay equal to their current hourly rate of pay multiplied by the value of one-third of their remaining Sick Leave hours balance, if any, as follows:

A. Upon death while employed by the District, or

B. For CalPERS ~~Classic~~ Members who retire from the District, as to remaining hours after sick leave, if any, is converted to additional CalPERS service credit (as permitted by law and the District's then-current contract with CalPERS), or

C. Upon employee's separation from employment (other than any CalPERS retirement) due to a inability to return to work upon the end of an approved Medical Leave of Absence for the employee's own health condition.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : COMPASSIONATE LEAVE
POLICY NUMBER : 4311
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : OCTOBER 14, 2008
AMENDMENTS : (1) JULY 24, 1995; (2) JULY 20, 1999

4311.00 COMPASSIONATE LEAVE

The District provides up to three (3) days of Compassionate Leave with pay twice in a calendar year in the event of a death in a Regular employee's close family relative as defined below or any family member who resides with or with whom the employee resides.

4311.01 Close Family Relative Defined

Close family relatives include:

Spouses*	Mother-in-law*
Parents	Father-in-law*
Children	Brother-in-law*
Brother	Sister-in-law*
Sister	Stepchildren*
Adopted Children	Stepparents*
Grandparents	Domestic Partner
Grandchildren	Domestic Partner's Children
Aunts	Guardians / Wards
Uncles	

*current and former

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : CATASTROPHIC ILLNESS / INJURY LEAVE DONATION
PROGRAM
POLICY NUMBER : 4312
DATE ADOPTED : JULY 20, 1999
DATE AMENDED : DECEMBER 9, 2014
AMENDMENTS : (1) JUNE 20, 2008

4312.00 CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PROGRAM

The Catastrophic Illness / Injury Leave Donation Program allows Regular employees to donate leave time to other Regular employees that are not able to work due to a catastrophic illness or injury. This Program functions as a wage replacement program during an otherwise approved leave of absence. It does not guarantee any particular type or duration of approved leave of absence. A catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee for an extended period of time and for which taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his or her sick or other District-paid time off. This illness or injury may serve to incapacitate the employee or a member(s) of the employee's immediate family which requires the employee to take time off from work for an extended period of time to care for that family member(s).

The procedures and requirements of the Program are set forth in Administrative Policy AP4312.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : COURT APPEARANCE
POLICY NUMBER : 4320
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JUNE 10, 2008
AMENDMENTS : (1) JULY 20, 1999

4320.00 COURT APPEARANCE

4320.01 Work-Related Court Appearance

Work-related court appearances are work time for which District employees shall be paid. A copy of all subpoenas or notices requiring appearance in court or at a deposition shall be provided to the General Manager as soon as possible following an employee's receipt of them so that appropriate scheduling and other arrangements can be made. If an employee's private vehicle is used for travel, mileage to and from the appearance shall be reimbursed in accordance with the applicable District reimbursement policies. All time spent by an employee in traveling, waiting and testifying for such appearances will be compensated at his/her regular rate of pay with such hours credited as hours worked for purposes of overtime calculation, if necessary. Should an employee receive from a court or other non-District sources, fees for services as a witness reimbursement or mileage reimbursement for travel in a District vehicle, the employee shall relinquish such fees to the District.

4320.02 Non Work-Related Court Appearance

Non-work related court appearances will require the employee to use Annual Leave, Management Leave or Compensatory Time-Off (CTO) to the extent that such leave time is available to the employee. If no such paid time off is available, the employee will have to take the time off as unpaid. Requests for non-work court appearance leave should be made as soon as practicable following an employee's receipt of a notice to appear.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : JURY SERVICE LEAVE
POLICY NUMBER : 4321
DATE ADOPTED : JULY 1, 1965
DATE AMENDED : DECEMBER 8, 2015
AMENDMENTS : (1) JUNE 3, 1992; (2) JUNE 10, 2008; (3) DECEMBER 9, 2014

4321.00 JURY SERVICE LEAVE

All employees are eligible to receive Jury Service Leave and compensation for regularly scheduled work hours when such employee is serving as a juror for any legally constituted court or government unit.

Upon receipt of a court summons, an employee shall present the summons to the General Manager at least one week, if possible, in advance of Jury Service. The General Manager will make any necessary scheduling adjustments to accommodate the employee's Jury Service.

To receive compensation for work time missed due to Jury Service, employees must select the "standby" option for the jury service, if available. Employees are to report to work until such time as they are actually called to report for Jury Service if they are on the "standby" option and/or if the time required to meet Jury Service obligations is less than five (5) hours per day. Eligible employees who serve on Jury Service will receive their regular District compensation for regularly scheduled work hours. Regular compensation does not include Certification Compensation, Standby Duty Pay, Call-Out Pay or other special pay provisions. Jury Service hours are not considered as hours worked for overtime purposes.

Pursuant to the California Code of Civil Procedure Section 215(b), employees of the District that continue to receive compensation from the District for work time missed due to Jury Service will not be paid juror fees from the courts. District employees shall complete the court's Fee Waiver Form in this regard and provide the District with a copy of said Form along with the jury certification slips noted below.

All jury certification slips received indicating appearance dates shall be submitted to the General Manager, with a copy to the employee's supervisor.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : MILITARY DUTY LEAVE OF ABSENCE
POLICY NUMBER : 4325
DATE ADOPTED : JULY 1, 1965
DATE AMENDED : JUNE 10, 2008
AMENDMENTS : (1) JUNE 3, 1992; (2) OCTOBER 17, 1995

4325.00 MILITARY DUTY LEAVE OF ABSENCE

Subject to presentation of Orders, a District employee shall have the right to a Military Duty Leave of Absence in accordance with state and federal law. An employee seeking Military Leave should present the applicable orders to the General Manager to determine applicable leave rights, compensation, etc. In addition to the presentation of Orders, a District Leave Request Form must be completed by the employee and approved by the employee's [Department Manager](#)[Department Director](#) prior to said Leave.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : PERSONAL LEAVE OF ABSENCE
POLICY NUMBER : 4330
DATE ADOPTED : AUGUST 2, 1983
DATE AMENDED : OCTOBER 14, 2008
AMENDMENTS : (1) JUNE 3, 1992; JUNE 10, 2008

4330.00 PERSONAL LEAVE OF ABSENCE

The District may grant Regular ~~and Part-Time~~ employees unpaid time off for substantial personal reasons at the sole discretion of the General Manager. A Personal Leave of Absence will not be granted unless all Annual Leave, Management Leave and Compensatory Time-Off (CTO) are exhausted. All Personal Leaves of Absence under this policy are unpaid, and reinstatement is not guaranteed, except as otherwise required by law.

4330.01 Duration

Approved leaves may be granted for a period of no less than seven (7) calendar days and no more than sixty (60) calendar days, except as may otherwise be required by law.

4330.02 Procedure

Request for a Personal Leave of Absence must be submitted in writing to the General Manager ~~eat at~~ least ten (10) calendar days prior to the Leave commencement date, except when medical conditions or emergency situations make such requirement impossible. Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4330.03 Reinstatement

Upon return to work, an employee will be reinstated in the same job classification, or to a position of like status, pay and benefit entitlement that he/she held prior to his/her Personal Leave of Absence. Nothing contained herein, however, shall limit the District's right to reorganize, expand or curtail any service. In the event an employee's job is eliminated while he/she is on a Leave, the employee shall be entitled upon his/her return, to the same alternatives and considerations that would have been available to the employee had he/she been working at the time his/her position was abolished. An employee's failure to return from a Personal Leave of Absence by a pre-arranged written date will be considered an Absence Without Notice (see Policy 4511).

4330.04 Benefits

During the period of Personal Leave of Absence, arrangements must be made by the employee to pay applicable group health, dental, vision, life, accidental death and dismemberment, and long term disability insurance premiums which are normally paid by the District and to pay for supplemental benefits that are being paid by the employee through payroll deduction. Retirement benefits, Annual Leave, Management Leave and Sick Leave, and any other leave for which accrual is based on time worked or paid time off, will not accrue for the period of the Personal Leave of Absence regardless of the length of said Leave.

Except as otherwise required by law, when an employee returns to work from an approved Personal Leave of Absence, his/her duration of District employment (see Policy 4050) will be adjusted by the period of time absent from work while on an approved Personal Leave of Absence.

If an employee is dismissed from employment with the District due to his/her inability to return to work upon the end of an approved Personal Leave of Absence, said employee will be entitled to compensation for the balance, if any, of his/her Annual Leave, Management Leave and CTO.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : HOLIDAYS
POLICY NUMBER : 4350
DATE ADOPTED : JULY 1, 1965
DATE AMENDED : APRIL 13, 2010
DATE EFFECTIVE : MAY 10, 2010
AMENDMENTS : (1) JANUARY 6, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) JUNE 10, 2008

4350.00 HOLIDAYS

To provide paid time-off benefits for its Regular and Part-Time employees, the District recognizes the following holidays for all Regular and Part-Time employees:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Wednesday before Thanksgiving (1/2 day)	Fourth Wednesday in November
Thanksgiving Day	Fourth Thursday in November
*December 24 (1/2 day)	December 24
December 25	December 25
Floating Holiday (1 work day)	Approved for use via vacation leave procedures; cashed out in ~~December~~ <u>November</u> each year if unused

~~When December 24 falls on a Saturday or Sunday, that shall not be considered a paid holiday. Excluding December 24, if a holiday falls on Sunday, the following Monday shall be observed as the holiday. Excluding December 24, if a holiday falls on a Friday or Saturday, it will be observed the preceding Thursday. December 24 is an exception, if it falls on a Friday, Saturday or Sunday it will be observed the preceding Thursday.~~—An employee must be in a paid status (either working or using approved District-paid leave) both the work day before and the work day after a designated holiday in order to receive pay for the holiday.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EDUCATION ASSISTANCE PROGRAM
POLICY NUMBER : 4401
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JANUARY 10, 2017
AMENDMENTS : (1) AUGUST 9, 1995; (2) NOVEMBER 7, 1995; (3) JANUARY 5, 1999; (4) JUNE 8, 2004;
(5) OCTOBER 14, 2008; (6) DECEMBER 14, 2010; (7) NOVEMBER 19, 2014

4401.00 EDUCATION ASSISTANCE PROGRAM

The District encourages Regular employees to participate in educational and training activities. In addition to increasing employee job proficiency, this Education Assistance Program is intended to improve work force stability and the District's ability to attract and retain outstanding employees.

The Education Assistance Program is available to all Regular employees subject to the approval and discretion of the General Manager. The Board of Directors shall act as the approval body for programs applicable to District Officers per Board of Directors and Officers Policy 2060 and the General Manager.

~~An annual summary of costs related to employees' utilization of the District's Education Assistance Program shall be included with the Employee Benefits Statement that is provided to each employee by March 31 of each year (see Human Resources Policy 4200).~~

Expenses advanced by the District for pre-approved educational and training functions that are not attended by the employee (except for circumstances beyond the employee's control as determined in the discretion of the General Manager) and for which a refund or credit cannot be obtained shall be reimbursed to the District by the employee within thirty (30) calendar days of the date of said function.

When required by law, amounts paid to employees under the Educational Assistance Program shall be reported by the District as income to the employee and payroll withholdings made in accordance with State and federal law.

4401.01 Certification

Regular employees are encouraged to avail themselves of educational opportunities leading to:

- Certification as a Water System Operator and Water Treatment Operator by the State Water Resources Control Board.

4401.02 On-Duty Education

Regular employees may, with prior approval by the General Manager, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's current position, or one he/she may reasonably aspire to.

Management will annually review and identify areas of training required to maintain technical and administrative capabilities. The District will pay fees, tuition, and approved expenses. The General Manager's approval for all requests for on-duty training must be obtained prior to attendance and/or making reservations.

4401.03 Off-Duty Education

Regular employees who desire to obtain skills and/or knowledge, on a voluntary basis, that enables them to improve their general knowledge base and prepare them for future assignments.

This education may occur after regular working hours at an accredited university, college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general water, administrative and public service functions of the District.

Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE) or by the California Bureau for Private Postsecondary Education (BPPE).

Under special circumstances which ~~much~~must be approved in advance, employees may be approved to attend classes during business hours if, 1) the course is not (and will not be) available during non-business hours or through a correspondence course; 2) the course pertains to a District-approved degree program; and 3) the employee arranges a flexible time schedule with his/her ~~Department Manager~~Department Director to make up off-duty time spent at class during normal business hours.

4401.04 Eligibility for Off-Duty Education Financial Assistance

Only Regular employees who are performing their jobs satisfactorily and have an employment duration with the District of more than one (1.00) year are eligible for this program.

The following off-duty education may be considered for financial assistance:

1. Degree (Associates, Bachelors, Masters, other as approved).
2. Specific courses taken for credit relating to water functions.
3. Specific courses taken for credit having a general connection to the functions or mission of the District (i.e., accounting, secretarial, welding, chemistry,

information technology, etc.) but not relating to the employee's current position.

4401.05 Conditions for Financial Assistance

The following conditions apply for receiving financial assistance from the District:

1. Every course that the employee desires to attend must be approved in advance as applicable by the General Manager (or for the General Manager's course(s), by the Board of Directors.)
 2. Reimbursement to the employee upon completion of the course with a minimum final grade of a C or equivalent.
 3. For good cause shown and financial need demonstrated, the General Manager may approve an advance payment to employee for use in paying tuition upon employee entering into a written agreement (attached policy 4401.A1) to repay the District within one year for any funds advanced where employee fails to complete the course with a minimum final grade of a C or equivalent. Such written agreement will include employee authorization to withhold payments of \$100 per pay period from Employee's salary, and the balance (if any) to be deducted from employee's final paycheck upon separation.
 4. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then the remaining cost will be paid by the District.
 5. The contribution by the District shall be limited to \$650.00 per course including tuition, books, supplies, and other expenses, including travel. Contributions and participation in excess of \$650.00 per course by the District may be considered for approval by the General Manager (subject to budgetary approval by the Board).
 6. The maximum reimbursement that may be received by an employee in one calendar year shall be \$1,950.00 based upon the date of course completion.
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CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : DEFERRED COMPENSATION
POLICY NUMBER : 4411
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : NOVEMBER 19, 2014
AMENDMENTS : (1) JUNE 10, 2008

4411.00 DEFERRED COMPENSATION

All Regular District employees are eligible for membership in the District's deferred compensation plan(s). Payroll deductions are available upon request.

Effective as of January 6, 2020, the beginning of the first payroll period in 2020, the Employer shall make a matching contribution on behalf of all regular District employees equal to the amount of an employee's Elective Deferral Contributions and Designated Roth Contributions to the Plan for each payroll period, up to a maximum contribution of three percent (3%) of the employee's Base Salary for the payroll period.

Contact the General Manager for information on joining the plan(s).

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EMPLOYEE TOOLS AND SAFETY EQUIPMENT
POLICY NUMBER : 4420
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : NOVEMBER 10, 2015
AMENDMENTS : (1) AUGUST 9, 1995; (2) JANUARY 2, 1996; (3) MAY 13, 2008; (4) OCTOBER 14, 2008;
(5) FEBRUARY 14, 2012

4420.00 EMPLOYEE EQUIPMENT

Employee tools and safety equipment shall be issued as necessary to perform the work prescribed. The specific equipment and reimbursements provided shall be determined ~~in~~at the discretion of the General Manager and identified in an administrative procedure modified from time to time as operational issues dictate. Failure to utilize required safety equipment in violation of District policies or applicable state/federal requirements is prohibited and will subject an employee to disciplinary action.

Employees shall be provided with uniforms in accordance with Policy 4530.

Employees are liable for any loss or damage caused by negligence or misuse-of District-provided employee equipment. Personal use of District-provided employee equipment is not permitted.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EMPLOYEE SUGGESTIONS
POLICY NUMBER : 4430
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JUNE 10, 2008
AMENDMENTS : (1) AUGUST 9, 1995

4430.00 EMPLOYEE SUGGESTIONS

Employees are encouraged to provide suggestions to their supervisor, ~~Department Manager~~[Department Director](#) or to the General Manager that may lead to improvements in District operations, services and conditions in the workplace.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : MEMBERSHIP IN PROFESSIONAL & TECHNICAL
SOCIETIES / ASSOCIATIONS
POLICY NUMBER : 4440
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JUNE 10, 2008
AMENDMENTS :

4440.00 MEMBERSHIP IN PROFESSIONAL & TECHNICAL
SOCIETIES/ASSOCIATIONS

The District may pay directly or reimburse employees for dues and expenses related to District-approved membership in professional and technical societies and associations which directly benefit the District. District-approved memberships shall be determined by the General Manager, subject to authorized budget limits.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : TELEPHONE CALLS
POLICY NUMBER : 4450
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JUNE 10, 2008
AMENDMENTS :

4450.00 TELEPHONE CALLS

The use of District telephones (both landlines and cellular/smart phones) is intended for official District business. While it is understood that the use of District telephones for personal reasons is necessary on occasion, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Employees shall not use District telephones for personal toll/long-distance calls that incur charges.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : STANDARDS OF CONDUCT
POLICY NUMBER : 4501
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : NOVEMBER 19, 2014
AMENDMENTS : (1) JUNE 10, 2008

4501.00 STANDARDS OF CONDUCT

The tenure of every District employee shall be conditioned on consistent demonstration of good behavior and satisfactory work performance. In addition to observing generally-accepted standards of professional workplace decorum, the District observes the following non-exhaustive list of Standards of Conduct to guide employees and to assure a safe, efficient, and harmonious operation of the District. Infractions of District standards, or other actions inconsistent with the goals of the District, may lead to disciplinary action under the procedures described in Human Resources Policy 4513. Nothing in this Policy nor Policy 4513 alters a District employee's status as "at will" or "for cause".

Standards of Conduct applicable to District employees include, but are not limited to, the following:

1. Employees shall satisfactorily attend to and perform their duties.
2. Employees shall maintain satisfactory attendance and arrive to work on time, with satisfactory and appropriate justification for absences or tardiness.
3. Employees shall demonstrate respect for, and adhere to, assignments and directives issued by supervisors.
4. Employees shall properly and truthfully complete District records or other documents, including the employment application, time cards, leave requests, benefits related documents or requests, and other records of the District.
5. Employees shall not engage in physical altercations with, threats of physical harm to, and physical and/or verbal abuse of employees, customers or the public.
6. Employees shall exercise prudent care and caution in the conduct of their duties.
7. Employees shall observe safety rules, regulations, policies, practices and procedures including the wearing of safety equipment as directed.
8. Employees shall utilize and operate District equipment and vehicles carefully and

safely in accordance with applicable law and District policy.

9. Employees shall not engage in the theft or unauthorized use/removal of District property.
10. Employees shall not negligently or willfully destroy District property or property of others.
11. Employees shall not engage in unauthorized solicitation or distribution of solicitations. With the exception of District related and/or charitable activities specifically approved by the General Manager or Board of Directors, solicitation is prohibited during work time and in work areas. Distribution of unauthorized literature, posters, handbills or notices in work areas or while on working time is prohibited.
12. Employees shall not bring or possess an inherently dangerous weapon on District property during employment, including but not limited to firearms, explosives, and knives or similar cutting implements other than those issued for official duties by the District.
13. Employees shall strictly observe the District's drug and alcohol-free workplace policy. Employees shall not report to work under the influence of, or engage in the possession, sale, purchase or use of, alcohol, drugs or any substance which would impair their ability to work.
14. Employees shall take and subscribe any oath, affirmation or deposition as required by law in connection with District employment.
15. Employees shall not engage in activities that create a conflict of interest with their duties and responsibilities with the District.
16. Employees shall not engage in discriminatory, harassing or retaliatory behavior in violation of District policies or applicable law.
17. Employees shall immediately report the loss, revocation, suspension, or restriction of a California Driver's License when such is necessary to operate District vehicles as a condition of employment.
17. Employees shall immediately report the loss, revocation, suspension, or restriction of a State Water Resources Control Board Water Distribution Operator Certificate or Water Treatment Operator Certificate when such is necessary to operate and maintain District facilities as a condition of employment.
18. Employees shall report for required medical examinations or tests or comply with a District request for a physician's statement.
19. Employee shall not engage in conduct unbecoming of a District employee or engage in other practices that may be inconsistent with or undermine the mission, vision, values, commitments, image, policies, or goals of the District.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : ATTENDANCE
POLICY NUMBER : 4511
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JUNE 10, 2008
AMENDMENTS : (1) AUGUST 9, 1995

4511.00 ATTENDANCE

Punctual, consistent and reliable attendance is an essential function of all District positions.

4511.01 Absence

An absence is defined as any failure to be present for work during scheduled working hours (including overtime). Absences which are excused are detailed beginning with Policy 4301 and concluding with Policy 4350.

4511.02 Lateness

Each employee is required to arrive on time, ready to work and complete a full shift. Supervisors will document and use disciplinary actions to correct persistent patterns of lateness or departing early. Lateness is defined as not being present and prepared to work at an assigned location at a prescribed time.

4511.03 Notification

Employees are required to give their supervisor advance notice, when possible, of lateness or absence. If advance notice is not possible, personal notification by phone should be given directly to the supervisor prior to work starting time. A voice message left in the supervisor's District voice mail box or by an electronic mail (e-mail) message left in the supervisor's District e-mail box is acceptable for meeting the notification requirement if authorized by the employee's supervisor. The use of the District's answering service to communicate an absence, except in cases of extreme emergency, is strictly prohibited. Employees may call into the District before and after business hours on the District's "Private Line" telephone number that is listed on the District telephone directory that is periodically furnished to all employees.

Leave Request Forms are required to document all absences. Leave Request forms shall be completed by the employee and provided to the supervisor within the first eight (8) hours upon return to work.

Employees who are absent must maintain contact with their supervisor daily unless the employee is on approved leave or has provided a doctor's certificate covering a specified period.

In case of extended illness, arrangements should be made by the employee to have his/her condition reported to the District at frequent intervals so work assignments can be delegated to others.

4511.04 Job Abandonment

Where an employee is not on a leave protected by applicable law, an absence without notice for three (3) consecutive days shall be deemed abandonment of District employment and will be treated as a voluntary resignation.

The employee may be eligible for reinstatement after ~~Job~~ abandonment only in exceptional circumstances. A Request for Reinstatement must be submitted in writing by the employee to the General Manager detailing the reasons for the absence and explaining why the employee could not have provided the notice required by these rules. Reinstatement Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4511.05 Disciplinary Action

Chronic absenteeism, lateness, early departure, leave-without-pay or other infractions of attendance standards are grounds for disciplinary action.

Policy No. 4512 Harassment and Discrimination Prevention Policy

PURPOSE

All employees, applicants, volunteers, and independent contractors (“workers”) working for the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender or gender identity/expression, sex, age, sexual orientation, family care or medical leave status, military or veteran status, or any other characteristic protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the District. The District will not tolerate harassment of, or discrimination or retaliation against, its workers by managers, supervisors, co-workers, or anyone conducting District business. Similarly, the District will not tolerate harassment of its workers by others with whom the District has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory, non-retaliatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

PROCEDURES

1.0. Harassment Prohibited

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

- 1.1 Verbal or Written harassment such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law. By way of example, this would include inappropriate comments on appearance, including dress or physical features;
- 1.2 Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of any protected classification. As examples, this could be conduct in the form of pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts; and
- 1.3 Visual harassment such as derogatory posters, cartoons or drawings, gestures or leering based on one of the categories of protected status.

- 1.4 Sexual harassment includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:
- 1.4.1 Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
 - 1.4.2 Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
 - 1.4.3 Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.
 - 1.4.4 Sexual harassment also includes gender-based harassment by a person of the same gender.
 - 1.4.5 Prohibited sexual harassment need not be motivated by sexual desire to be unlawful or violate this Policy.
 - 1.4.6 Electronic communications can constitute harassment. This Policy prohibits all types of conduct that fall within the definition of harassment, including e-mails and text messages.
 - 1.4.7 Harassment involving the public includes either harassment of (a) any member of the public by any person conducting District business or otherwise representing the District, or (b) any worker in the conduct of his or her job duties by any member of the public.

2.0 Retaliation Prohibited

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

3.0 Procedures regarding all complaints of potential harassment including retaliation

3.1 Employee Responsibility

It is important that employees inform the District as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the District does not know that it exists.

- 3.1.1 Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or

unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.

- 3.1.2 Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to his or her supervisor, the General Manager, the District's designated Human Resources staff or any District supervisor with whom the individual feels comfortable speaking. Complaints about the General Manager should be directed to the District's General Counsel or Board President (who shall immediately notify the General Counsel to coordinate an appropriate inquiry and response).
- 3.1.3 Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager or any District supervisor with whom the individual feels comfortable speaking.

3.2 Supervisor Responsibility

- 3.2.1 Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the General Manager or the designated Human Resources staff.
- 3.2.2 Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the District.

3.3 Investigation

The District will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The General Manager (or designee) is responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted. The District will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

3.4 Resolution

- 3.4.1 After investigation, the District will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.
- 3.4.2 If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the District will take appropriate and immediate action to end any harassment and prevent its recurrence. Where appropriate, the District may first work to resolve the matter informally. If the matter is not suitable for informal resolution, appropriate formal action will be taken pursuant to applicable policies and agreements. If formal action is required, the complainant may be required to testify at a hearing.

3.5 Discipline

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

4.0 Harassment Involving the Public

- 4.1 The District strictly prohibits harassment of any member of the public by any person conducting District business or otherwise representing the District.
- 4.2 Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that he or she is being subjected to harassment by a member of the public, the employee should report such harassment to his or her supervisor (or other person listed above) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

5.0 Further Information

Employees are urged to contact ~~the Management Services Supervisor or~~ the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Department of Fair Employment and Housing (“DFEH”) provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov>.

This is to acknowledge that I have received, have read, and understand the District's Harassment and Discrimination Prevention Policy.

Date: _____ Signature: _____

Printed Name: _____

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : DISCIPLINARY PROCEDURES
POLICY NUMBER : 4513
DATE ADOPTED : JANUARY 6, 1976
DATE AMENDED : JUNE 10, 2008
AMENDMENTS : (1) JUNE 3, 1992; (2) AUGUST 9, 1995

4513.00 DISCIPLINARY PROCEDURE FOR REGULAR EMPLOYEES

This Policy applies to Regular employees (i.e. those who are not “at will” and who have successfully completed the applicable probationary period.) The District has and desires a culture of coaching and training employees to address many performance and conduct concerns. However, some situations require a more formal type of corrective action where they involve: (a) repeated or more serious performance deficiencies or (b) significant misconduct. Depending upon the facts and circumstances involved in each situation, the District may choose to begin disciplinary action at any step. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

4513.01 Minor Discipline

Minor discipline may be imposed without reference to the procedural requirement of Section 4513.03 of this Policy. Minor discipline includes verbal warnings, written reprimands, change in work hours, and reassignment without reduction in pay. Minor disciplinary actions may be appealed to the General Manager, whose determination shall be final.

4513.02 Major Discipline

The following disciplinary actions require compliance with the procedures of Section 4513.03 of this Policy. The following procedures may be taken by the appropriate level of management to correct misconduct or performance deficiencies of Regular employees. Forms of major discipline are:

- A. Suspension Without Pay: An ordered interruption of duties for one or more days without pay. Minor suspensions of five work days or less are not subject to the pre-disciplinary procedure below in 4513.03.A and B, but are subject to the post-disciplinary appeal procedure in Section 4513.D.
- B. Salary Reduction: A reduction in pay from within the employee’s current range to any lower salary within that range, as such range is recorded in the District’s current

salary schedule.

- C. Demotion: A reduction from a position in one-classification to a position in another classification having a lower salary range affected for disciplinary purposes. (Demotions resulting from employee's inability to perform required duties, organizational changes, or layoffs are not disciplinary.)
- D. Dismissal: Discharge from District employment for disciplinary purposes. A layoff or similar release from employment based on a determination by the District that the needs of the District do not require continuation of the employee's position is not a disciplinary dismissal and is not subject to the procedures in Policy 4513.

4513.03 Disciplinary Procedures for Major Discipline

- A. Notice of Proposed Discipline: Before imposing major discipline (other than suspensions of five work days or less), the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the ~~Department Manager~~Department Director. Such notice shall be personally served on the employee or sent by traceable overnight delivery service (e.g. Golden State Overnight, Federal Express, etc.) to the employee's place of residence as shown on the records of the District. The notice shall contain the following:
 - 1) The type and effective date of the proposed disciplinary action.
 - 2) A statement of the reasons for the proposed discipline and applicable Policies, rules, etc. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.
 - 3) If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials considered or relied upon in reaching the determination of proposed discipline.
 - 4) Notice of the employee's right to respond either verbally in a pre-disciplinary meeting or in writing, the date, time, place, and person to whom response may be made, and inform the employee a representative of the employee's choice may accompany the employee to the conference, should he/she choose to respond verbally. The notice should also inform the employee that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
 - 5) The General Manager or designee may, in his or her discretion, approve the temporary assignment of an employee to a status of paid administrative leave during any administrative investigation or during the disciplinary process.
- B. Employee's Response ("Skelly" meeting). The employee shall have ten (10) calendar days from the date of receipt of the notice to respond to the notice by

submitting a written or verbal response. A written response shall be made to the person indicated in the notice. If the employee elects to respond verbally, the meeting to respond shall be known as the Skelly meeting. The Skelly meeting may be conducted by the Department ManagerDepartment Director or designee. In the Skelly meeting, the employee may be represented by legal counsel or other personal representative, but not by any person involved in the issues or incidents giving rise to the proposed discipline.

- C. Notice of Final Disciplinary Action: After the employee has had an opportunity to respond and the pre-disciplinary (*Skelly*) process is complete, the Department ManagerDepartment Director or his/her representative shall notify the employee in writing of the final disciplinary action to be imposed upon the employee (if any), the reasons for the disciplinary action, the charge(s), and the effective date(s) of the disciplinary action. The notice shall also advise the employee of the right to appeal, however an appeal shall not delay or otherwise impact the effective date of the final discipline.
- D. Post-Disciplinary Appeal from Major Discipline. An employee may appeal a dismissal, demotion, pay reduction, or suspension without pay by filing a written request with the General Manager within five (5) business days of the date of the Notice of Final Disciplinary Action. The appeal shall include the reasons for the appeal.

The General Manager shall set a date for an evidentiary appeal hearing (which shall be held within sixty (60) days of the request for appeal, absent unusual circumstances) and shall provide written notice of the date, time, and location of the hearing to the employee. The employee may be represented by legal counsel and/or by a representative, but not by any person involved in the issues or incidents giving rise to the disciplinary action.

In his or her discretion, the General Manager may conduct the hearing personally (with assistance of counsel) or arrange for a neutral hearing officer to conduct the hearing and then render an advisory written decision for the General Manager's consideration and decision regarding final discipline. In such case, the hearing officer may be selected by agreement among the parties or the parties may obtain a list of qualified potential hearing officers from the State Mediation and Conciliation Service and select the hearing officer by alternating strikes. The hearing officer should have experience conducting similar types of appeals and will establish procedures for conducting the hearing. The cost of a hearing officer shall be shared equally by the District and an employee organization that represents the employee, if any.

At the evidentiary appeal hearing, witnesses will testify under oath, the parties have the right to introduce relevant oral and written evidence on his/her behalf, and to confront and cross-examine adverse witnesses. To the extent possible, hearings shall be informal, and the technical rules of evidence need not be followed. Any evidence upon which reasonable people may rely in the conduct of serious affairs may be admitted, at the discretion of the General Manager/hearing officer conducting the hearing. A written record of the hearing may be prepared in the

discretion of the General Manager or hearing officer (if any), the cost of which shall be shared by the parties. The District and the employee shall each bear their own expenses, fees and costs. Absent good cause to the contrary (as determined by the General Manager/hearing officer), the employee's failure to appear personally at the appeal hearing shall be deemed a withdrawal of the appeal.

If the General Manager presides personally over the hearing, then the General Manager shall render a written decision within twenty (20) business days from the date of the conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager). If a hearing officer presides over the hearing, then the hearing officer shall render an advisory written decision in accordance with the timeline above, and the General Manager shall render a written decision regarding final discipline within ten (10) business days of receiving the hearing officer's advisory decision.

The General Manager's decision shall be the final step in the District's administrative process, subject to review as provided by law in Code of Civil Procedure sections 1094.5 and 1094.6.

If the disciplinary action is subsequently revoked or lessened, the employee is entitled to reimbursement for the interim loss of District pay, if any. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal. No reimbursement may be made for any portion of the period during which the employee was not ready, willing and able to perform the duties of his/her position.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : GRIEVANCE PROCEDURE
POLICY NUMBER : 4514
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : MARCH 24, 2016
AMENDMENTS : (1) AUGUST 9, 1995, (2) JUNE 10, 2008

4514.00 GRIEVANCE PROCEDURE

The grievance procedure provides Regular employees a means for settling disputes involving the interpretation, application or enforcement of District policies as quickly as possible, and at the lowest possible level of authority. The grievance procedure, however, is not applicable to:

- Employee discipline or employee evaluations;
- The determination of the contents of a job classification or decision to reclassify (or not to reclassify) a position;
- The determination of procedures and standards for employment and promotion; or
- Challenges to layoffs, transfers, denial of reinstatement or denial of advancement.

NOTE: complaints of harassment, discrimination or retaliation are not subject to this procedure but rather should be processed in accordance with Policy 4312.

~~disputes arising out of~~

Each step in the grievance procedure is meant to completely resolve the complaint or problem. The steps are to be taken in progressive steps; the employee moves on to the next step only if the problem has not been resolved.

4514.01 Grievance Steps

Step One: The employee filing a grievance (“the grievant”) must notify his or her Department Head in writing of a grievance within five (5) business days of the events giving rise to the grievance. If the grievant is unaware of the events within that time frame, then the five (5) day initial reporting period shall run from the time when the grievant learned of the events or reasonably should have learned of them. The ~~Department Manager~~Department Director will set a meeting with the grievant and a member of the designated Human Resources staff within five (5) business days to discuss the grievance. The Department Head will issue a written determination on the grievance within five (5) business days of the meeting with the employee.

Step Two: If a satisfactory result is not reached at Step One, the grievant may appeal in writing to the General Manager. Such appeal must be submitted within five (5) business days of the ~~Department Manager~~Department Director’s written decision at Step One.

The General Manager shall schedule a meeting with the grievant (and any others the General Manager deems appropriate to include) to discuss the grievance. After the meeting, the General Manager may, in his or her discretion, investigate the grievance further and talk with anyone involved or anyone who might contribute to the facts. The General Manager will return a written decision within ten (10) business days of the meeting with the grievant. The General Manager's decision shall be final and binding.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : UNIFORMS AND DRESS CODE
POLICY NUMBER : 4530
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : OCTOBER 11, 2011
AMENDMENTS : (1) OCTOBER 14, 2008

4530.00 UNIFORMS AND DRESS CODE

4530.01 Work Attire

District employees are expected to observe good habits of grooming and personal hygiene, and (for office workers) to dress professionally in an appropriate manner for a business office during business hours. A neat, tasteful appearance contributes to the positive impression District employees make on our customers and service partners. District logo shirts or sweaters are encouraged and acceptable except where more formal attire is warranted for the occasion (e.g. a court appearance.) On the other hand, while no policy can address every form of problematic attire, employees are advised that tank tops or other beach/recreational wear, revealing clothing or clothing/hats bearing messaging (e.g., purported humor, political messages, sports logos, etc.) are prohibited. For special occasions designated by the General Manager, a type of clothing usually prohibited may be permitted for the day (e.g. sports team shirts, hats or jerseys).

For all District employees, attire must be clean, well-maintained, and appropriate for the assigned work area or work event. Distracting or safety-impacting personal adornments (such as piercings, brands or tattoos) may, in the General Manager's discretion, be required to be removed or covered while an employee is on duty. Any employee with questions about acceptable work attire should immediately seek guidance from the employee's supervisor or the General Manager.

4530.02 Facial Hair

All facial hair will be kept neat and trimmed. In certain positions, at the supervisor's discretion, facial hair may be disallowed due to safety concerns.

4530.03 Uniforms

The positions for which employees are required to wear District-provided uniforms or personal protective equipment, and the uniform and equipment requirements themselves, are described in more detail in the administrative uniform procedure.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EMPLOYEE ORIENTATION
POLICY NUMBER : 4601
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : OCTOBER 14, 2008
AMENDMENTS :

4601.00 EMPLOYEE ORIENTATION

~~When~~ A new or rehired employee will be given an orientation to District policies and benefits and the responsibilities of their employment position. This orientation shall begin on their first day of employment unless circumstances make this impractical.

As directed by the General Manager, the employee orientation process will be conducted and documented by District managers, administrators and other personnel and include, but not be limited to, the following subjects:

- Human Resources Policies
 - Employee Benefits
 - Job Duties and Standards for Acceptable Behavior and Job Performance.
 - Safety
-

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : PERFORMANCE EVALUATION
POLICY NUMBER : 4610
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : DECEMBER 13, 2016
AMENDMENTS : (1) AUGUST 9, 1995; (2) OCTOBER 14, 2008; (3) July 10, 2012

4610.00 PERFORMANCE EVALUATION

Each employee, upon being selected for employment or upon changing jobs while in District employment, shall receive frequent, informal performance feedback and may, in the discretion of the applicable supervisor in consultation with the next-higher-manager, receive a short-form performance evaluation at the end of the first six months in their employment position. Every probationary employee will be evaluated at the end of the applicable probationary period approaches and prior to being approved for “regular” status. Thereafter, employees will be evaluated annually (or more frequently) thereafter as directed by the General Manager. The purpose of this evaluation will be to provide guidance to the employee with a review of his/her overall job performance within the assigned work areas. The performance evaluation may also be used as a basis for determining employment retention, dismissal, and/or salary adjustment.

The performance evaluation will be facilitated by the employee’s ~~Department Manager~~Department Director. The ~~Department Manager~~Department Director may include other supervisory employees in the evaluation process.

The employee Evaluation Form shall be completed by the employee’s supervisor(s) if so directed by the ~~Department—Manager~~Department Director, and submitted to the ~~Department Manager~~Department Director for review and comments. The form shall be reviewed, with the opportunity to add written comments, by each supervisor up the chain of command if requested, concluding with the ~~Department Manager~~Department Director.

Completion of the Evaluation Form shall be followed by a ~~Department Manager~~Department Director supervisor(s)/ employee meeting at which time the evaluator(s) and employee shall have an opportunity to express his or her comments about the evaluation in general and with reference to any segments of the performance evaluation specifically. The ~~Department Manager~~Department Director and supervisor(s) shall sign the Evaluation Form at the conclusion of the meeting and the employee shall be given a signed copy of same. The employee will be requested to sign his/her evaluation. The employee may provide written comments to the ~~Department Manager~~Department Director for attachment to the evaluation within five (5) working days of the ~~Department Manager~~Department Director/ supervisor(s)/employee meeting, and the employee’s comments shall be maintained together with the evaluation in the employee’s personnel file. The ~~Department Manager~~Department Director shall then submit the employee’s Evaluation Form together with any employee comments to the General Manager.—Performance evaluations are not subject to the

disciplinary appeal or grievance procedures.

The General Manager shall serve as the evaluator for his/her direct reports.

The performance evaluation shall not preclude the day-to-day needs of employees regarding guidance, assistance, corrective action, and employer/employee relations in general.

The District provides various forms of training and development support geared both to current job skills and requirements and to employees seeking to improve their general knowledge. Employees are encouraged to communicate in all areas of job interest, in a timely fashion, to their immediate supervisor, who in turn shall report said communication to his or her supervisor. Upon retirement or separation of employment with Citrus Heights Water District, an exit interview may be prepared consistent with the protocol above as reasonably practical and maintained in the employee's personnel file.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : PROMOTIONS
POLICY NUMBER : 4611
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : OCTOBER 14, 2008
AMENDMENTS : (1) AUGUST 9, 1995; (2) JUNE 10, 2008

4611.00 PROMOTIONS

Promotions generally result in an increase of responsibility within a category of jobs (e.g., from Water Distribution Operator II to Water Distribution Lead Worker/Operator) or to another job category, or to another department. Promotions are not automatic when an individual reaches the top of his/her salary range. Promotions may be made from the existing work force providing an employee is qualified to fill the position. Employee performance evaluations, interviews, and supervisor and management observations will provide the primary source to determine job suitability. A District employee who promotes to a higher position will be subject to a promotional probationary period in conjunction with District policy.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : SAFETY OFFICER
POLICY NUMBER : 4701
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : November 1, 2016
AMENDMENTS : (1) June 10, 2008

4701.00 SAFETY OFFICER

One (1) Regular employee of the District will be designated in writing by the General Manager to perform, as a collateral duty, the duties of Safety Officer.

The overall duty of the Safety Officer shall be to help the District achieve the greatest practical degree of freedom from injuries / illnesses and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. Responsibilities for the Safety Officer shall be as set forth in the District's Injury and Illness Prevention Program (IIPP) (see Policy 4702), Return to Work Program (see Policy 4730) and other responsibilities and duties as assigned from time to time by the General Manager or General Manager Designee. The Safety Officer will serve the Team Lead of the District's Loss Prevention Program.

Safety Officer will ~~create~~ have increased responsibilities for which the designated employee (other than the General Manager) shall receive a 5% Safety Officer Training/Coordinator Premium. ▬

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : INJURY AND ILLNESS PREVENTION
POLICY NUMBER : 4702
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : MAY 8, 2007
AMENDMENTS : (1) AUGUST 7, 2001

4702.00 INJURY AND ILLNESS PREVENTION

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of freedom from accidents and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. To this end, the District shall institute and maintain an Injury and Illness Prevention Program (IIPP) based on the model IIPP program provided by the Association of California Water Agencies - Joint Powers Insurance Authority (ACWA-JPIA). The IIPP shall be reviewed annually and updated as necessary.

Injuries are costly to the individual worker, often significantly changing the employee's future or impairing the security of the employee's family. They are also costly to the District, both directly and indirectly, with indirect costs often being much higher than the direct costs. It is the firm and continuing policy of the Board of Directors that industrial accidents shall be significantly reduced or eliminated with the use of reasonable administrative procedures, engineering controls and by the aggressive promotion of safe work practices within the District.

Each employee has a responsibility to themselves for their own safety, as well as a responsibility to their family, to their fellow workers, to their community, and to their employer in the performance of their duties. Therefore, employees shall be expected to observe safety practices, rules, and operating procedures, as well as instructions relating to the efficient performance of their work. Optimum safety and efficiency in District operations is reached only when all employees are keenly alert and safety conscious.

4702.10 SAFETY COMMITTEE

The District shall establish a Safety Committee to support the Injury and Illness Prevention Program and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards.

4702.11 Composition

The Safety Committee shall be composed of the following five (5) members:

1. The District's Safety Officer shall serve as the Chair of the Safety Committee.

2. One (1) representative from ~~a~~Administrative Services / ~~customer service~~ / ~~water conservation personnel~~, shall be selected by the ~~Assistant~~General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
3. Two (2) representatives from ~~operations~~ / ~~water quality personnel~~Operations shall be selected by the ~~Operations Manager~~General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
4. One (1) representative from ~~project management~~ / ~~e~~Engineering ~~personnel~~ shall be selected by the ~~Project Manager~~General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.

4702.12 Coordination and Responsibilities

The Safety Committee generally meets monthly. The meeting date, time and place will be determined by the Safety Committee members and coordinated by the Safety Officer as the presiding member.

The Safety Committee's primary responsibility is to review all reports of incidents or accidents submitted to the Safety Officer, determine cause and recommend actions to be taken to eliminate hazards or educate/train employees on safe work practices and techniques. The Safety Committee will conduct inspections of District facilities at least once a year, to document hazards, and recommending actions needed to eliminate or minimize the risk to employees. In addition, the Safety Committee will prepare written records of the safety committee meetings, review results of the periodic scheduled inspections, review investigations of accidents and exposures and make recommendations to management for the prevention of future incidents, investigate alleged hazardous conditions, and evaluate employee safety suggestions and make recommendations to the General Manager for action by the Board of Directors.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : INJURY AND ILLNESS REPORTING
POLICY NUMBER : 4703
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : NOVEMBER 19, 2014
AMENDMENTS : (1) MAY 8, 2007

4703.00 INJURY AND ILLNESS REPORTING

All job-related injuries and illnesses, regardless of severity, must be reported immediately to the affected employee's supervisor, the Safety Officer, the designated Human Resources staff and the General Manager in order to provide prompt and trained evaluation and medical attention, if necessary, and to ensure accurate and timely reporting for Cal-OSHA and Worker's Compensation Insurance. Additional procedures for reporting and actions to be followed by the affected employee, the employee's supervisor and other District staff are contained in the District's Injury and Illness Prevention Program and Return to Work Program (see Human Resources Policy 4730).

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : SMOKING IN THE WORKPLACE
POLICY NUMBER : 4710
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JUNE 10, 2008
AMENDMENTS :

4710.00 SMOKING IN THE WORKPLACE

The District shall provide a smoke free workplace. Smoking (including e-cigarette use or vaping) is not permitted at any location where employees, customers and the public may be exposed to secondhand smoke, including:

- In District buildings.
 - Within 20 feet of District building exterior doors, operable window openings, or heating/air conditioning units, or within 20 feet of a walkway used for entering or passing between District buildings.
 - In District vehicles.
 - At District groundwater well sites.
 - At District work sites.
-

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : RETURN TO WORK PROGRAM
POLICY NUMBER : 4730
DATE ADOPTED : MARCH 9, 2004
DATE AMENDED : JUNE 10, 2008
AMENDMENTS :

4730.00 RETURN TO WORK PROGRAM

In an effort to minimize serious disability due to on-the-job injuries and to reduce workers' compensation costs, the District will develop and maintain a Return to Work Program. This policy is consistent with the District's responsibilities under the Fair Employment & Housing Act to provide reasonable accommodations to persons with disabilities.

The Program will consist of a team effort made by supervisors, representatives of the District's workers' compensation insurance carrier, the medical provider, the injured employee, and other District staff. All team members are expected to assist in returning the injured employee to a productive status.

Supervisors will assist by directing the employee to appropriate care and assisting in proper reporting of the injury while maintaining regular, substantive communication with the injured employee. They will also assist in arranging work that meets modified work restrictions, as needed, to reduce lost time. The District will work with the representatives of the District's workers' compensation insurance carrier to assist with determining the employee's ability to return to work in accordance with medical recommendations.

4730.01 District Responsibilities

The District shall be responsible for developing and maintaining the Return to Work Program, including any procedures and forms necessary to administer the Program, and providing information to employees regarding the Program.

4730.02 Employee Responsibilities

The injured employee shall be responsible for cooperating with and communicating with his or her supervisor and other District staff, the physician that is treating his or her injury and the District's workers' compensation insurance carrier, to support efforts to assist the employee in returning to productive work as soon as possible.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : REASONABLE ACCOMMODATIONS
POLICY NUMBER : 4740

4740.00 Policy

It is the policy of the District not to discriminate against any qualified person on the basis of mental or physical disability. If an employee needs a reasonable accommodation, the employee should personally notify the General Manager as soon as possible. Reasonable accommodation may include such things as modifications to the work environment, purchase of auxiliary aids, structural accessibility changes in the workplace, modified schedule, and temporary leave from work.

4740.10 Interactive Process

Upon receiving a request for accommodation, the District will engage in a reasonable, interactive process with the employee to ascertain whether the employee is a qualified individual with a disability and, if so, whether any reasonable accommodations are available. (The District can also independently commence the interactive process with an employee if it acquires information to suggest that the employee needs a reasonable accommodation in the workplace). The District welcomes the employee's input in this process and will consider any and all suggestions for reasonable accommodations. The District retains the ultimate discretion to determine whether to provide an accommodation and, if so, which one to provide. In connection with a request for accommodation, employees may be required to provide supporting medical documentation, which will be kept by the District in a confidential medical file.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : LAYOFF OR REDUCTION OF WORK FORCE
POLICY NUMBER : 4810
DATE ADOPTED : JULY 1, 1965
DATE AMENDED : OCTOBER 14, 2008
AMENDMENTS : (1) JANUARY 1, 1976; (2) MARCH 3, 1981; (3) JUNE 3, 1992; (4) OCTOBER 17, 1995;
(5) JUNE 10, 2008

4810.00 LAYOFF OR REDUCTION OF WORK FORCE

The District expects to maintain steady employment for each employee. However, circumstances may require adjustments in personnel by means of a reduction of work force. Before competent employees are separated due to lack of work, every effort will be made to reassign them to another position within the District (see also Policy 4513).

4810.01 Procedure

If the number of employees must be reduced, the reduction will occur beginning with Temporary Employees.

Further reductions will be based on operational needs and performance history. Within a given classification where the number of positions is being reduced, layoffs among incumbents will be determined based on operational need (e.g. required skill sets and certifications) and performance history over a period not to exceed the prior five (5) years.

The District reserves the right to retain certain Regular Employees without regard to duration of District employment because of the employee's special knowledge, skill, training, or experience.

Employees will receive at least ten (10) working days'-written notice from the General Manager if they are to be released due to a reduction of work force. At the General Manager's discretion, the affected employee(s) may be placed on paid administrative leave for some or all of the notice period. Employees will receive payment for accrued Annual Leave, Management Leave and Compensatory Time-Off due to a reduction of work force. Payment will be made at the time of the final paycheck.

Employees will be placed on recall list for twelve (12) months following separation due to reduction in work force. Recall from the list will be based on first operational need, and then performance history. Any former employee on the recall list who retires while on the list remains eligible for recall, but would have to comply with applicable CalPERS requirements if recalled to active service.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
(CalPERS)
POLICY NUMBER : 4820
DATE ADOPTED : JANUARY 7, 1986
DATE AMENDED : SEPTEMBER 13, 2016
DATE EFFECTIVE : SEPTEMBER 19, 2016
AMENDMENTS : (1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) FEBRUARY 6, 2001; (4) JUNE 10, 2008; (5)
FEBRUARY 12, 2013; (6) NOVEMBER 19, 2014

4820.00 PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

4820.01 Membership

The District is a member of the Public Employees' Retirement System ~~(PERS)~~ of the State of California (CalPERS) and membership is governed by CalPERS eligibility regulations.

4820.02 Retirement and Other Benefits for CalPERS Members

Requirements for vesting in the CalPERS retirement system, service retirement or disability retirement, death benefits and other CalPERS benefits are set forth in the District's contract(s) with CalPERS and by regulations and procedures established and enforced by CalPERS. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov, for more information about their CalPERS retirement options and benefits or to contact the General Manager ~~Management Services Specialist~~ for more information about CalPERS benefits.

4820.03 Separation of Employment

Upon separation of employment, an employee will have various options regarding their CalPERS contributions and status depending upon their years of service and vesting in the CalPERS retirement system. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov for more information regarding their options upon separation of employment or to contact the General Manager ~~Management Services Specialist~~ for more information.

4820.04 Employee CalPERS Contributions

Requirements for employee contributions toward their CalPERS retirement benefit are set forth in the District's contract with CalPERS and by regulations and procedures established and enforced by CalPERS.

4280.05 District CalPERS Contributions

Requirements for District contributions toward employees' CalPERS retirement benefits are set forth in the District's contract with CalPERS and by regulations and procedures established and enforced by CalPERS.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : INSURANCE BENEFITS FOR RETIREES RETIRING BETWEEN
JUNE 3, 1992 AND MARCH 19, 1996
POLICY NUMBER : 4830
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : JUNE 10, 2008
AMENDMENTS : (1) MARCH 19, 1996

4830.00 INSURANCE BENEFITS FOR RETIREES

Subject to the eligibility requirements and levels below, and subject to the retired employee's enrollment in Medicare upon reaching eligibility for such benefits, the District provides the following retiree health insurance benefits. Except as otherwise required by law, no particular form or level of insurance benefit is guaranteed, but rather is subject to the discretion of the Board of Directors as it may direct from time to time.

4830.01 20 Year Service

Retired employees with twenty (20) years of employment by the District are provided with health insurance of the District's choice at District expense upon retirement for the retiree if requested.

4830.02 25 Year Service

Retired employees with twenty-five (25) years of employment by the District are provided with health insurance of the District's choice at District expense for the retiree and his/her spouse/dependents if requested.

Retired employees with twenty-five (25) years of employment by the District who either have no spouse/dependents or do not desire coverage for same may elect the insurance benefit applicable for thirty (30) year service.

4830.03 30 Year Service

Retired employees with thirty (30) years of employment by the District are provided with health, dental, and vision insurance of the District's choice at District expense. Spouse/Dependents of a retired employee with thirty (30) years of employment by the District are provided with health and dental insurance at District expense.

4830.04 Basis for Calculating Length of Employment

For the purpose of calculating length of employment to determine insurance benefits for

retirees, total employment by the District, whether as a Regular or Probationary employee, will be the base. Such employment need not be continuous.

4830.20 APPLICATION OF POLICY

This policy shall continue to apply to retired employees for whom this policy was in effect upon their retirement.

Employees that retire after the amended date above are subject to the provisions of Insurance Benefits for Retirees Policy 4831.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : INSURANCE BENEFITS FOR RETIREES RETIRING AFTER
MARCH 19, 1996
POLICY NUMBER : 4831
DATE ADOPTED : MARCH 19, 1996
DATE AMENDED : JANUARY 16, 2019
DATE EFFECTIVE : JANUARY 17, 2019
AMENDMENTS : (1) JANUARY 16, 2001; (2) JANUARY 8, 2002; (3) JANUARY 7, 2003;
(4) JANUARY 1, 2004; (5) FEBRUARY 10, 2004; (6) DECEMBER 13, 2005;
(7) DECEMBER 12, 2006; (8) DECEMBER 11, 2007; (9) JANUARY 13, 2009;
(10) DECEMBER 8, 2009 (11) DECEMBER 14, 2010; (12) DECEMBER 13, 2011;
(13) DECEMBER 11, 2012; (14) DECEMBER 10, 2013; (15) DECEMBER 9, 2014;
(16) DECEMBER 08, 2015; (17) JANUARY 10, 2017; (18) JANUARY 1, 2018;
(19) JANUARY 1, 2019

4831.00 INSURANCE BENEFITS FOR RETIREES

For employees hired prior to January 31, 2019 who have not opted into the District's health reimbursement account benefit program, the District will participate in the cost of health, dental and vision insurance coverage for retired employees and their qualified spouse, registered domestic partner, and dependents based upon length of employment with the District. Employees hired on or after January 31, 2019 will have the option of the District's health reimbursement account benefit, but no other retiree insurance benefits under this Policy.

4831.10 LENGTH OF EMPLOYMENT AND ELIGIBILITY

For the purpose of calculating the length of employment to determine the District's participation in the cost of insurance benefits for retirees, total employment calculated/credited by PERS as years of service as an employee of Citrus Heights Water District shall be the basis and shall not include credit for years of service attributed to accrued sick leave or credit for purchased years of service time. Such employment shall be cumulative and need not be continuous. No credit will be provided for employment with the District in a Temporary capacity.

Employees must have been employed by the District for a minimum of twenty (20.00) years to qualify for benefits under this Policy and must enroll in Medicare/utilize Medicare as primary upon reaching Medicare eligibility. Employees retiring from the District with less than twenty (20.00) years of service do not qualify for benefits under this Policy.

4831.20 APPLICATION OF POLICY

This policy shall apply to employees retiring from the District following the date of its adoption, March 19, 1996.

Insurance benefits afforded to employees that retired prior to the adoption of this policy shall

continue to be governed by the policies, terms, or conditions existing at the time of said prior retirements (see Policy 4830).

4831.30 QUALIFICATION OF SPOUSE/REGISTERED DOMESTIC
PARTNER/DEPENDENTS

The spouse, registered domestic partner and/or dependents of the employee as of the date of retirement from the District are eligible to participate in the benefits of this Policy. A spouse, registered domestic partner and/or dependents added after retirement are not eligible for participation. Qualified dependent children are eligible to participate up to the age limits as defined by state and/or federal health care regulations.

4831.40 SELECTION OF BENEFITS

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active status, will be offered the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) option to continue health insurance coverage under the "qualifying event" provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy. Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50 DISTRICT PARTICIPATION

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

<u>Length of Employment</u>	<u>Maximum Monthly District Participation</u>
20.00 years	\$350.00
25.00 years	\$393.00
30.00 years	\$439.00

No credit, cash back refund, or other consideration will be provided for any unused portion of the maximum District participation.

The Maximum Monthly District Participation shall be amended as of and effective January 1 of each year by the percent change in the Consumer Price Index for All Urban West Consumers (CPI-U) during the latest twelve month reporting period (typically October to October) unless otherwise determined by the Board of Directors. Said amendments shall be rounded up to the nearest whole dollar amount.

Unless otherwise directed by the Board of Directors, the monthly amount of reimbursement

received by eligible retirees will be increased by any increase pursuant to the paragraph above, but will not be reduced by a decrease in the Maximum Monthly District Participation amount.

The District shall report contributions and make withholdings from contributions in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements. Retirees bear sole responsibility for the tax consequences of District contributions.

4831.85 DEATH OF RETIREE

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner, and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86 DEATH OF QUALIFIED EMPLOYEE

In the event of the death, prior to retirement, of a District employee who otherwise has met the length of employment requirements necessary to qualify for insurance benefits for retirees, the surviving spouse, registered domestic partner and/or dependents may choose to participate in the benefits under the terms of this Policy.

4831.90 AMENDMENTS

The District reserves the right to amend or discontinue this Policy at its sole discretion at any time.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : EMPLOYEE EXPENSES/PER DIEM REIMBURSEMENT
POLICY NUMBER : 4901
DATE ADOPTED : JUNE 3, 1992
DATE AMENDED : SEPTEMBER 11, 2012
AMENDMENTS : (1) OCTOBER 17, 1995; (2) OCTOBER 17, 2002; (3) JUNE 10, 2008; (4) DECEMBER 14, 2010

4901.01 EMPLOYEE BUSINESS EXPENSES

Request for travel advances are to be submitted on the appropriate form for review and approval by the General Manager. District vehicles shall be used for travel by vehicle unless a District vehicle is not available. Reimbursement for the use of personal vehicles for District business-related travel shall be approved in advance in writing by the employee's immediate supervisor only in circumstances where a District vehicle is not available. Before an employee can use his or her own vehicle for District business, the employee must have proof of insurance on file with the District, and personal vehicles are not permitted to be used in District business beyond a three hundred fifty (350) mile radius.

Spouses and dependents may accompany the employee on such trips, subject to General Manager approval, provided that their expenses are fully paid for by the employee. ~~Spouses, dependents or other non-District employees are not permitted to drive or ride as passengers in District vehicles.~~

Payment or reimbursement for actual and necessary expenses is obtained by submitting an expense reconciliation form (see Attachment 2060.A1) with appropriate receipts to the General Manager for review and approval. Normally, expenses in excess of \$50.00 will be paid by check.

Business expenses advanced by the District for educational and training functions that are not attended by the employee other than due to circumstances beyond their control and for which a refund or credit cannot be obtained shall be promptly reimbursed to the District by the employee within thirty (30) days of the date of said function.

4901.02 EMPLOYEE MEAL EXPENSES

Meal reimbursements shall be allowed for employees authorized to work at night or on weekends beyond normal working hours when it would be an inconvenience or imposition for such employees to go home for lunch or dinner and then return to work. Authorized work must extend beyond normal working hours for more than two (2) hours to qualify for meal allowance.

Employees may claim reimbursement for meals when traveling on official business or attending a pre-approved seminar, conference, or meeting. ~~Per diem reimbursements for approved events~~

~~where meals are not provided, not to exceed the limits detailed below, can be obtained by submitting reconciliation request form to the General Manager for review and approval.~~

Half Day event (breakfast and lunch periods)	\$45.00
Full Day Event (includes dinner)	\$90.00

Meals paid directly by the District as an accompaniment to registration may exceed the basic meal allowances.

Reimbursement limits notwithstanding, employees shall not exceed a reasonable cost for meals consistent with the travel location and purpose. Amounts that exceed a reasonable cost may, at the discretion of the General Manager, be denied for reimbursement. No compensation will be provided for the purchase of alcoholic beverages.

4901.03 OTHER EMPLOYEE EXPENSES

Incidental employee expenses totaling \$50.00 or less shall be considered for reimbursement from the Petty Cash fund upon request and approval by the General Manager or his/her designated representative, based on presentation of appropriate receipts. Normally, expenses in excess of \$50.00 will be paid by check.

Reasonable Suspicion Alcohol and Drug Testing Procedures

It is the policy of the District to establish and maintain a safe and healthy workplace for all District employees that is free of any adverse effects on job performance caused in any way by the use or presence of drugs or alcohol. Additionally, this policy is intended to inform employees that assistance toward rehabilitation is available if an employee needs help in overcoming addiction to, dependence upon, or problems related to the abuse of drugs or alcohol.

Involvement with drugs and alcohol, both on and off the job, takes a toll on individual job performance and employee safety. Impacts of substance abuse include higher health benefits usage and workers' compensation claims, increased safety and liability risks, and diminished productivity and quality of work. The District's goal is to prevent or reduce these and other negative effects associated with substance abuse. This policy will serve to establish prohibitions against conducting District business or representing the District while under the influence of drugs or alcohol. Violation of this policy may result in disciplinary action up to and including termination.

Definitions

- *Alcohol* means any alcohol or alcoholic beverage as defined in the California Business and Professional Code Sections 23003 and 23004.
- *Controlled Substance* means alcohol, an illegal drug, or an immediate precursor thereto.
- *Conviction* means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal and state criminal statutes.
- *Drug* means any drug, including, but not limited to, an illegal drug or a prescription or over-the-counter drug (legal drug) which is listed in any schedule in Sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.
 - *Illegal drug* means any drug or immediate precursor which is specified or referenced in any provision of the California Uniform Controlled Substance Act (Division 10 of the Health and Safety Code) which may subject an individual to criminal penalties, or a legal drug which has not been obtained legally, is being used by an individual for whom it was not prescribed, or is not being used in a manner, combination, or quantity for which it was manufactured, prescribed, or intended.
 - *Legal drug* means any over-the-counter or prescription drug which has been obtained legally and is being used in a manner, combination, and quantity for which it was manufactured, prescribed, or intended.
- *Drug-Free Workplace* means a site for the performance of work in which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- *District Business* means duties that are performed by an employee for the District, whether on or off District premises, including, but not limited to, events at which an

employee represents the District in his/her official capacity and occasions when an employee uses property such as a vehicle owned by the District.

- *Substance Abuse* means the improper use of controlled substances or any other substance (including legal drugs) that impairs an employee's ability to safely and effectively perform the functions of a particular job.
- *Under the Influence* means an employee has a measurable amount of a controlled substance in his/her body or is exhibiting negative symptoms of use of a controlled substance or legal drug.

It is the policy of the District that:

- An employee performing District business shall not be under the influence of a controlled substance, or under the influence of a legal drug which interferes with the employee's ability to safely and effectively perform his/her duties.
- An employee's job performance or safety shall not be jeopardized in any way because another employee is conducting District business under the influence of a controlled substance.
- An employee shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- An employee shall not possess or consume an open container of alcohol or an illegal drug on District premises.
- An employee shall not allow an open container of alcohol or an illegal drug to be placed or carried in a District vehicle or in any vehicle over which an employee has control while conducting District business.
- An employee shall not sell, offer, or provide an illegal drug to another person while conducting District business.
- District prohibits the consumption of alcohol by employees while conducting District business, whether or not such consumption will cause the employee to be considered under the influence of alcohol. Employees representing District at social events or industry events are not prohibited from limited appropriate consumption of alcohol at those events.
- An employee shall not test positive for a controlled substance.

A. Application

This section applies to all District employees. Any District employees who fall within mandatory random testing requirements of the Department of Transportation regulations will also be subject to random testing as required by law and other District Policy.

B. Notice

All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty.

C. Reasonable Suspicion Testing

- (1) A reasonable suspicion test must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee, or in the event an accident occurs while an employee is driving a District vehicle, where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs. The observations must be made immediately prior to the determination that reasonable suspicion testing is warranted.
- (2) The observations must be made by a supervisor and District official who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one hour training in identifying indicators of probable controlled substance use.
- (3) Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of job-related duties.
- (4) Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
- (5) Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.
- (6) A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.
- (7) The supervisor and District official who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.
- (8) Testing shall occur at a testing facility or laboratory that is Department of Health and Human Services certified, and comply with all laboratory analysis procedures and quality control measures set forth in the regulations applicable to DOT random testing. *See 49 C.F.R., part 40.*

~~D. Post-Accident Reasonable Suspicion Testing~~

- ~~(1) A District employee shall be required to submit to a post-accident test if he/she was involved in a traffic accident while driving a District vehicle causing property damage or personal injury or receives a citation under state or local law for a moving traffic violation arising from the accident.~~

~~a. Controlled substances test—The covered employee must be tested for controlled substances as soon as possible, but no later than 32 hours after the accident~~

~~b. Alcohol test—The covered employee must be tested for alcohol as soon as possible, but no later than 8 hours following the accident~~

~~(2) A covered employee who is subject to post-accident testing must remain readily available for such testing or may be deemed by the District as refusing to submit to testing. However, this requirement should not delay necessary medical attention for injured people following an accident or prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident.~~

~~(3) Pending the results of the testing, the covered employee shall be removed from operating District vehicles and will not be returned to the operation of District vehicles prior to notification of a negative drug and alcohol test.~~

E. Miscellaneous

(1) A refusal to test shall be deemed a positive test. “Refusal” includes but is not limited to

- Refusal to provide a urine sample
- Inability to provide a urine sample without a valid medical explanation
- Refusal to complete and sign the testing consent form or otherwise act to interfere with the testing or prevent completion of the test
- Tampering with or attempting to adulterate the collection specimen or procedure
- Leaving the scene of an accident without obtaining permission from a supervisor or manager prior to the supervisor or manager making a determination whether to send the employee for post-accident testing.

(2) Employees will not be docked pay nor will their leave be charged for time required to take the tests specified in this article. The employer will pay for the initial test. In the case of post-accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.

(2) The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.

(3) The District will treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.

ATTACHMENTS

4001.A1

CITRUS HEIGHTS WATER DISTRICT

~~EXECUTIVE/~~MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR [JOB TITLE]

This Employment Agreement effective _____, 20__ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and _____, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITIES.

(a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or

be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

- (i) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.
- (ii) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(b) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE

to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) Obligations at the Conclusion of Employment.

- (i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
-
- (iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to ~~six-three~~ (36) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the

DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

- Exhibit A: Job Description for [JOB TITLE]
- Exhibit B: Regular Salary Compensation
- Exhibit C: Comprehensive General Release and Severance Agreement

9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:
6230 Sylvan Road
Citrus Heights, California 95610-5615
Fax: (916) 725-0345

EMPLOYEE's Notice Address:

11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

19. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

20. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT

By: ~~Robert A. Churchill~~
General Manager/Secretary

Date

EMPLOYEE

By:

Date

CITRUS HEIGHTS WATER DISTRICT

EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT A

JOB DESCRIPTION FOR [JOB TITLE]

~~CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL~~

~~POLICY TYPE : HUMAN RESOURCES~~

~~POLICY TITLE : JOB DESCRIPTION FOR [JOB TITLE]~~

~~POLICY NUMBER :~~

~~DATE ADOPTED :~~

~~DATE AMENDED :~~

~~JOB CLASS : EXECUTIVE / MANAGER / SUPERVISOR~~

CITRUS HEIGHTS WATER DISTRICT

~~EXECUTIVE~~/MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

**EXHIBIT B
REGULAR SALARY COMPENSATION FOR [JOB TITLE]**

Salary: \$ ____ per hour
 \$ ____ bi-weekly
 \$ ____ monthly
 \$ ____ per year

The Regular Salary Range for this position is from a bi-weekly base of \$_,____ (\$____per hour) to a bi-weekly maximum of \$-_,____ (\$____per hour) pursuant to the District's Salary Schedule effective September 19, 2016.

Effective Date for Regular Salary Compensation: _____, 20__

Payroll Authorization: _____
By: ~~Robert A. Churchill~~ _____ Date _____
General Manager/Secretary

CITRUS HEIGHTS WATER DISTRICT

~~EXECUTIVE~~MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein. EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair

dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT

**DIRECTOR OF _____ ~~EXECUTIVE / MANAGER / SUPERVISOR~~ EMPLOYMENT
AGREEMENT
FOR
[JOB TITLE]**

This Employment Agreement effective _____, 20__ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and _____, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties

agree as follows:

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITIES.

(a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

- (i) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.
- (ii) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(b) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an

Accountable Plan.

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) Obligations at the Conclusion of Employment.

- (i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the

DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
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- (iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement

by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]
Exhibit B: Regular Salary Compensation
Exhibit C: Comprehensive General Release and Severance Agreement

9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:
6230 Sylvan Road
Citrus Heights, California 95610-5615
Fax: (916) 725-0345

EMPLOYEE's Notice Address:

11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

19. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

20. EXECUTION. The parties have duly executed this Employment Agreement as of the last

date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT

_____	_____
By:	Date
General Manager/Secretary	

EMPLOYEE

_____	_____
By:	Date

CITRUS HEIGHTS WATER DISTRICT

DIRECTOR OF _____ EMPLOYMENT AGREEMENT

EXHIBIT A

JOB DESCRIPTION FOR [JOB TITLE]

~~CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL~~

~~POLICY TYPE _____ : _____ HUMAN RESOURCES
POLICY TITLE _____ : _____ JOB DESCRIPTION FOR [JOB TITLE]
POLICY NUMBER _____ : _____
DATE ADOPTED _____ : _____
DATE AMENDED _____ : _____
JOB CLASS _____ : _____ EXECUTIVE / MANAGER / **SUPERVISOR**~~

CITRUS HEIGHTS WATER DISTRICT

DIRECTOR OF _____ ~~EXECUTIVE / MANAGER / SUPERVISOR~~ EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein. EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT**EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT
FOR
[JOB TITLE]**

This Employment Agreement effective _____, 20__ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and _____, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties

agree as follows:

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITIES.

(a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

- (iii) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.
- (iv) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(c) **Salary.** During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(d) **Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) **Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) **Cellular Telephone.** EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) **Expenses.** EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) **Professional Activity and Development.** The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will

contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) Obligations at the Conclusion of Employment.

- (v) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (vi) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (vii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
-
- (viii) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the

DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]
Exhibit B: Regular Salary Compensation
Exhibit C: Comprehensive General Release and Severance Agreement

9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:
6230 Sylvan Road
Citrus Heights, California 95610-5615
Fax: (916) 725-0345

EMPLOYEE's Notice Address:

11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

19. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

20. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT

By:	Robert A. Churchill General Manager/Secretary	Date

EMPLOYEE

By:		Date

CITRUS HEIGHTS WATER DISTRICT
EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT
EXHIBIT A
JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without “cause,” as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for “cause”, the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE’s employment with the DISTRICT and/or the termination thereof as provided for herein. EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney’s fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional

misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
POLICY TITLE : COMPENSATION-ATTACHMENT 2: OTHER COMPENSATION
POLICY NUMBER : 4101.A2
DATE ADOPTED : JUNE 1, 1995
DATE AMENDED : NOVEMBER 14, 2018
DATE EFFECTIVE : NOVEMBER 15, 2018
AMENDMENTS : (1) JANUARY 2, 1996; (2) SEPTEMBER 15, 1998; (3) DECEMBER 7, 1999;
(4) JANUARY 2, 2001; (5) MARCH 6, 2001; (6) OCTOBER 7, 2003;
(7) DECEMBER 8, 2003; (8) DECEMBER 13, 2005; (9) OCTOBER 14, 2008;
(10) APRIL 13, 2010; (11) AUGUST 11, 2015; (12) NOVEMBER 10, 2015; (13) JANUARY 1,
2016; (14) MAY 10, 2016; (15) DECEMBER 13, 2016

4101.A2.01 REGULAR EMPLOYEES

In addition to salary compensation received, FLSA (Fair Labor Standards Act) exempt, who are not department heads (Senior Management), and non-exempt Regular Employees (see Policy 4001) are authorized to receive the following compensation:

Certified California State Water Distribution System Operators (see Policy 4401)

Grade	D1	\$ 20.00 / month
Grade	D2	\$ 40.00 / month
Grade	D3	\$ 60.00 / month
Grade	D4	\$ 80.00 / month
Grade	D5	\$100.00 / month

Certified California State Water Treatment Operators (see Policy 4401)

Grade	T1	\$ 20.00 / month
Grade	T2	\$ 40.00 / month
Grade	T3	\$ 60.00 / month
Grade	T4	\$ 80.00 / month
Grade	T5	\$100.00 / month

Standby Duty (see Policy 4120)

Regular Work Days	\$ 30.00 / day
Friday	\$ 75.00 / day
Saturday	\$ 75.00 / day
Sunday	\$ 75.00 / day
District Holidays	\$ 30.00 / day

~~4101.A2.02 PART-TIME EMPLOYEES~~

~~The following standard hourly wage rate range for Part-Time Employees (see Policy 4001) is:~~

~~California Minimum Wage to \$ 22.50 / hour~~

~~4101.A2.03~~ TEMPORARY EMPLOYEES

~~The following standard hourly wage rate range for Temporary Employees (see Policy 4001) is:~~

~~California Minimum Wage to \$ 22.50 / hour~~

4101.A2.04 OUT-OF-CLASS PAY

At times, the District needs to temporarily assign an existing employee to perform a more complex level of work or additional work in a higher, equivalent or subordinate position. This need may arise due to a vacancy created by an extended leave, resignation or retirement.

In order to qualify for Out-of-Class Pay, an employee must be assigned in writing by the General Manager or General Manager's Designee to perform the duties of another job classification due to a temporary vacancy extending for a period of more than eight (8) consecutive working days, holidays excluded. Assigned employees will be compensated at a five percent (5%) increase of their current hourly rate of pay in recognition of the increased responsibilities and additional workload. This Out-of-Class rate of pay increase is temporary in nature and will remain in effect until the assignment is complete.

The maximum duration of the temporary assignment is one year. If the need arises to extend the assignment past one year, written justification must be provided by the General Manager and filed in the employee's personnel file. This written justification must include the completion date of the temporary assignment. This Policy section pertains to all positions that report to and/or are subordinate to the General Manager.

4101.A2.05 PERSONAL CELLULAR TELEPHONE REIMBURSEMENT

Exempt employees, including District Department Directors and Supervisors, will receive a monthly stipend in the amount of \$49 to use District sanctioned personal cellular telephones. This stipend will be paid through payroll quarterly. If an employee obtains or currently has a plan that exceeds the monthly stipend, Citrus Heights Water District will not be liable for the cost difference. The device remains the property of the employee, who is responsible for all repairs or replacement of the device.

ATTACHMENT 4

Resolution 10-2019 Relating to Employer-Employee Organization Relations

RESOLUTION NO. 10-2019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT, A CALIFORNIA PUBLIC ENTITY, RELATING TO EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS

WHEREAS, Government Code Section 3507 empowers the District to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations; and

WHEREAS, it is incumbent upon the employee relations officer to establish specific rules and regulations governing the personnel system; and

WHEREAS, this amendment shall not deprive said employees of any right to representation which they may have under Sections 3500 *et. seq.* the California Government Code; and

WHEREAS, the Citrus Heights Water District desires to adopt such reasonable rules and regulations as authorized by law:

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Citrus Heights Water District, as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1. Statement of Purpose:

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units that are not preempted by federal or state law. However, nothing herein will restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other lawful reasons; determine the content of job classifications; subcontract work and transfer work out of a bargaining unit; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2. Definitions:

Unless the contrary is stated or clearly appears from the context, the definitions set forth below will govern the construction of the words and phrases used in this Resolution:

- (a) "Appropriate unit" means a unit of full-time employee classes or positions, established pursuant to Article II, below.
- (b) "District" means the Citrus Heights Water District, and, where appropriate, refers to the District Board or any duly authorized District representative as herein defined.
- (c) "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the District's administration of employer-employee relations.
- (d) "Consult/Construction in Good Faith" means to communicate orally or in writing with any or all employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposal with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV, below.
- (e) "Day" means calendar day unless expressly stated otherwise.
- (f) "Employee Relations Officer" means the General Manager, or designee.
- (g) "Impasse" means that the representatives of the District and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- (h) "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of District policies and programs.
- (i) "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee is not proof of employee support for any employee organization. The only authorization, which is considered as proof of employee support hereunder is the authorization last signed by an employee. The words "recently signed" means within ninety (90) days before filing a petition.
- (j) "Exclusively Recognized Employee Organization" means an employee organization which is formally acknowledged by the District as the sole employee organization

representing the employees in an appropriate representation unit pursuant to Article II, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.

(k) “Supervisory Employee” means any employee having authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not merely routine or clerical, but requires the use of independent judgment.

ARTICLE II

REPRESENTATION PROCEEDINGS

Section 3. Filing of Recognition Petition by Employee Organization:

An employee organization, which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit, must file a petition with the Employee Relations Officer containing the following information and documentation:

- (a) Name and address of the employee organization.
- (b) Names and titles of its officers.
- (c) Names of employee organization representatives who are authorized to speak on behalf of the organization.
- (d) A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the District.
- (e) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
- (f) Certified copies of the employee organization’s constitution and bylaws.
- (g) A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- (h) A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, mental or physical disability or medical condition.
- (i) The job classifications or position titles or employees in the unit claimed to be appropriate and the approximate number of member employees therein.

(j) A statement that the employee organization has in its possession proof of employee support, as herein defined, to establish that a majority of the employees in the unit claimed to be appropriately designated the employee organization to represent them in their employment relations with the District. Such written proof must be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.

(k) A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, must be declared to be true, correct and complete under penalty of perjury under the laws of the state of California, by the duly authorized officer(s) of the employee organization executing it.

Section 4. District Response to Recognition Petition:

Upon receipt of the Petition, the Employee Relations Officer must determine whether:

- (a) There was compliance with the requirements of the Recognition Petition, and
- (b) The proposed representation unit is an appropriate unit in accordance with Sec. 8 of this Article II.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she must so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If any of the foregoing matters are not affirmatively determined, the Employee Relations Officer will offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, must provide written notice to the organization regarding the reasons the determination is unchanged. The petitioning employee organization may appeal such determination in accordance with Sec. 10 of this Resolution.

Section 5. Open Period for Filing Challenging Petition:

Within thirty (30) days after the date written notice was given to affected employees that a valid recognition petition for an appropriate unit was filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognition petition being organization of the employees in the same unit by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Sec. 3 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer must call for a hearing on such overlapping petition for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations will be heard. Thereafter, the Employee Relations Officer will determine the appropriate unit or units in accordance with the standards in Sec. 8 of this Article II. The petitioning employee organizations have fifteen (15) days from the date notice of such unit determination is communicated to them by the

Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Sec. 10 of this Article II.

Section 6. Election Procedure:

The Employee Relations Officer must arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s) in accordance with the provisions of this Resolution or as otherwise required by law. All employee organizations who have duly submitted petitions, determined to be in conformance with this Article II, must be included on the ballot. The ballot must also reserve to employees the choice of representing themselves individually in their employment relations with the District. Employees entitled to vote in such election are those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately before the date ending at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. An employee organization must be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election must be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There cannot be more than one valid election under this Resolution pursuant to any petition in a twelve (12) month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct election, the election will be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections will be borne in equal shares by the District and by each employee organization appearing on the ballot.

Section 7. Procedure for Decertification of Exclusively Recognized Employee Organization:

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days before the termination date of a Memorandum of Understanding which was in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and must contain the following information and documentation declared by the duly authorized signatory under penalty of perjury under the laws of the state of California to be true, correct and complete:

(a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.

(b) The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.

(c) An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

(d) Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof must be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph (c) of this Section 7, and otherwise conforms to the requirements of Section 3 of this Article.

The Employee Relations Officer must initially determine whether the Petition was filed in compliance with the applicable provisions of this Article II. If the Employee Relations Officer determines that the Petition is not in compliance, he/she must offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, must return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Sec. 10 of this Article II. If the Employee Relations Officer determines that the Petition does comply, or if a previous determination of noncompliance is reversed on appeal, he/she must give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer must thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election must be conducted in conformance with Sec. 6 of this Article II.

During the “open period” specified in the first paragraph of this Sec. 7, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the recognized organization and all unit employees that he/she will arrange for an election to determine that issue. In such event, any other employee organization may, within fifteen (15) days of such notice, file a Recognition Petition in accordance with this Sec. 7, which the Employee Relations Officer must act on in accordance with this Sec. 7.

If, pursuant to this Sec. 7, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization will be bound by all the

terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 8. Policy and Standards for Determination of Appropriate Units:

The policy objectives in determining the appropriateness of units will be the effect of a proposed unit on (1) the efficient operations of the District and its compatibility with the primary responsibility of the District and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit be the broadest feasible grouping of position that shares an identifiable community of interest. Factors to be considered are:

(a) Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

(b) History of representation in the District and similar employment; except, however, that no unit is deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

(c) Consistency with the organizational patterns of the District.

(d) Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classification and proliferation of units.

(e) Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classification among two or more units.

Managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization, which represents other employees.

Based on these criteria and on the classifications and positions in existence as of the adoption of this resolution, appropriate units are established as set forth in Exhibit A. In the future, the Employee Relations Officer must, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this selection. The decision of the Employee Relations Officer is the District's final decision.

Section 9. Procedure for Modification of Established Appropriate Units:

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Sec. 7 of this Article II. Such requests must be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Sec. 3 of this Article, contain a complete statement of all

relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sec. 8 hereof. The Employee Relations Officer must process such petitions as other Recognition Petitions under this Article II.

The Employee Relations Officer may on his/her own motion propose during the period specified in Sec. 7 in this Article that an established unit be modified. The Employee Relations Officer may at the request of any employee or group of employees, or by his/her own motion propose that an established unit be modified. The Employee Relations Officer must give written notice of the proposed modification(s) to any affected employee organization and hold a meeting concerning the proposed modification(s), at which time all affected employee organizations will be heard. Thereafter the Employee Relations Officer must determine the composition of the appropriate unit or units in accordance with Sec. 8 of this Article II, and give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 10 of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer, employee organizations may then file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Sec. 3.

Section 10. Appeals:

An employee organization aggrieved by an appropriate unit determination under Sec. 9 of this Article may, within (10) days of receiving the Employee Relations Officer's notice, request the intervention of the California State Mediation and Conciliation Service pursuant to Government Code Sections 3507.1 and 3507.3, or may, in lieu thereof or thereafter appeal such determination to the District Board for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of proceedings pursuant to Government Code Sections 3507.1 and 3507.3, whichever is later.

An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Sec. 3); Challenging Petition (Sec. 5) or Decertification Petition (Sec. 7) – or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Sec. 7) – has not been filed in compliance with the applicable provisions of this Article may, within fifteen (15) days of notice of such determination, appeal the determination to the District Board for final decision.

Appeals to the District Board must be filed in writing with the District Clerk, and a copy thereof served on the Employee Relations Officer. The District Board will commence to consider the matter within thirty (30) days of the filing of the appeal. The District Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the District Board on the use of such procedure, and/or any decision of the District Board determining the substance of the dispute is the District's final decision.

ARTICLE III

ADMINISTRATION

Section 11. Submission of Current Information by Recognized Employee Organizations:

All changes in the information filed with the District by an Exclusively Recognized Employee Organization under items (a) through (h) of its Recognized Petition under Sec. 3 of this Resolution must be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Section 12. Payroll Deductions On Behalf of Employee Organizations:

Upon formal acknowledgement by the District of an Exclusively Recognized Employee Organization under this Resolution, only that Recognized Employee Organization may receive payroll deductions of membership dues and insurance premiums for plans sponsored by that Organization, and only upon the Exclusively Recognized Employee Organization's written representation of having received written authorization for such deductions.

Section 13. Employee Organization Activities – Use of District Resources:

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them are authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, are limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and must not interfere with the efficiency, safety and security of District operations.

Section 14. Administrative Rules and Procedures:

The General Manager is authorized to promulgate administrative policies and procedures as needed to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Section 15. Reasonable Time Off to Meet and Confer:

The formally recognized employee organization may select not more than three employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two working days in advance of such meetings. In addition,

- No employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized District management official.
- Meetings are subject to scheduling by District management in a manner consistent with operating needs and work schedules. However, nothing limits or restricts District management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances

ARTICLE IV

IMPASSE PROCEDURES:

Section 16. Initiation of Impasse Procedures:

If the meet and confer process has reached impasse as defined in Sec. 2 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its positions on all issues. An impasse meeting must then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting will be:

- (a) To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- (b) If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Section 17. Impasse Procedures:

A. Initiation of Impasse Procedures. At any time during negotiations, upon a good faith belief that the parties have reached an impasse as defined in this Resolution, either party may declare impasse by submitting a written statement listing all relevant issues and that party's last, best and final positions on each issue. As soon as practicable following receipt of the written declaration of impasse, the Employee Relations Officer shall schedule an impasse meeting to proceed within seven (7) days of receipt of the declaration of impasse. The purpose of such meeting shall be:

- To determine whether an impasse has, in fact, occurred;
- To review the position of the parties in a final effort to reach agreement; and
- If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

If the impasse meeting is not held within fourteen (14) days of the Employee Relations Officer's initially scheduled meeting or if the parties fail to agree on an available impasse resolution procedure, the presumption shall be that no voluntary mediation will occur and the

matter will proceed to factfinding or implementation hearing, as appropriate in accordance with PERB regulations.

B. Impasse Procedures. Impasse procedures are as follows:

(i) Voluntary Mediation. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private and nonbinding, unless otherwise specifically and mutually agreed to in writing. The mediator shall make no public recommendation nor take any public position at any time concerning the issues.

(ii). Factfinding. If the mediator is unable to effect settlement of the controversy within thirty (30) days after his or her appointment, the Exclusively Recognized Employee Organization may request that the parties' differences be submitted to a factfinding panel. The request for factfinding may be submitted no later than forty-five (45) days after the appointment of the mediator or request for mediation. If factfinding is timely requested, each party must select a person to serve on the factfinding panel within five (5) days. Within that five (5) day period the parties may agree on the selection of a person to chair the factfinding panel or be subject to PERB's selection of the chairperson. If the dispute is not settled within thirty (30) days after the appointment of the factfinding panel, the panel will make findings of fact and recommended terms of settlement, which shall be advisory only. The District shall make the findings publicly available within ten (10) days of receipt.

Upon completion of voluntary mediation, factfinding (including the ten (10) day period after the issuance of any factfinding recommendations), or upon failure to timely request factfinding, the District will schedule an open implementation hearing before the District's Board. The Board may take such action as it, in its discretion, deems appropriate as in the public interest. Any legislative action by the District Board on the impasse shall be final and binding.

C. Costs of Impasse Procedures. The costs for the services of a mediator utilized by the parties, and other mutually incurred costs of mediation, shall be borne equally by the District and the Exclusively Recognized Employee Organization. Other separately incurred costs shall be borne by the party incurring the costs.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 18. Construction:

This resolution will be administered and construed as follows:

(a) Nothing in this Resolution may be construed to deny to any person, employee, organization, the District, or any authorized officer, body or other representative of the District, the rights, powers and authority granted by federal or state law.

(b) This Resolution must be interpreted so as to carry out its purpose as set forth in Article I.

(c) If any part of this resolution or its application is deemed invalid by a court of competent jurisdiction, the District Board intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT, this 21st day of August, 2019, by the following vote, to-wit:

AYES: Directors:
NOES: Directors:
ABSTAIN: Directors:
ABSENT: Directors:

CARYL SHEEHAN, President
Citrus Heights Water District

ATTEST:

MADELINE HENRY, Acting Chief Board Clerk
Citrus Heights Water District

Exhibit A

In accordance with Policy 41401.A1 the following job series and classifications are organized into following units.

Units	Classification
Executive Staff	Administrative Services Manager Operations Manager Engineering Manager
Mid-Management	Management Services Supervisor Water Efficiency Supervisor Project Manager Water Resources Supervisor Water Distribution Supervisor Assistant Water Distribution Supervisor
Confidential	Management Services Specialist (Human Resources) Senior Management Services Specialist (Human Resources) Accounting Supervisor Principal IT Analyst
General Staff (unless noted above)	Accounting Series Customer Services Series Water Distribution Series Engineering Technical Series Construction Inspector Series Engineering Series Management Services Series

Units	Classification
	Operations Specialist Series Water Efficiency Series Water Resources Series Miscellaneous Series

ATTACHMENT 5

Resolution 11-2019 Establishing a Deferred Compensation Match

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 11-2019

A RESOLUTION ADDING MATCHING CONTRIBUTIONS TO
THE ELIGIBLE GOVERNMENTAL EMPLOYER
457(b) DEFERRED COMPENSATION PLAN FOR THE
CITRUS HEIGHTS WATER DISTRICT

WHEREAS, Citrus Heights Water District (“District”) adopted the Eligible Governmental Employer 457(b) Deferred Compensation Plan for the Citrus Heights Water District (“Plan”) on March 28, 2005; and

WHEREAS, on December 13, 2011 the District’s then General Manager, Robert A. Churchill, executed an Adoption Agreement amending and restating the Plan effective as of December 13, 2011, and

WHEREAS, on March 17, 2014, the District’s then Assistant General Manager, Dave B. Kane, executed an Adoption Agreement (“2014 Adoption Agreement”) amending and restating the Plan effective as of December 13, 2011, and

WHEREAS, effective as of January 6, 2020, the beginning of the first payroll period in 2020, the District desires to amend the Plan to provide a matching contribution on behalf of each regular employee equal to the amount of the employee’s Elective Deferral Contributions and Designated Roth Contributions for each payroll period up to a maximum of three percent (3%) of the participant’s base salary for the payroll period.

WHEREAS, the Board has reviewed the proposed Amendment 2019-1 to the Plan prepared by Best Best & Krieger LLP.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT AS FOLLOWS:

1. SECTION 1: The Board hereby adopts Amendment 2019-1 to the Plan, attached hereto as Exhibit “A” and incorporated by reference, effective as of January 6, 2020.
2. SECTION 2: The Board hereby authorizes the General Manager, or his designee, to duly execute the amendment on behalf of Citrus Heights Water District.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT, this 21st day of August, 2019, by the following vote, to-wit:

AYES: Directors:
NOES: Directors:
ABSTAIN: Directors:
ABSENT: Directors:

CARYL SHEEHAN, President
Citrus Heights Water District

Board of Directors
Citrus Heights Water District

ATTEST:

MADELINE HENRY, Acting Chief Board Clerk
Citrus Heights Water District

EXHIBIT “A”
TO
RESOLUTION NO. 11-2019

Amendment 2019-I to the Plan

[Attached Behind This Page]

**ELIGIBLE GOVERNMENTAL EMPLOYER 457(b) DEFERRED COMPENSATION
PLAN FOR THE CITRUS HEIGHTS WATER DISTRICT**

AMENDMENT 2019-1

RECITALS

A. CITRUS HEIGHTS WATER DISTRICT (the “Employer”) established the ELIGIBLE GOVERNMENTAL EMPLOYER 457(b) DEFERRED COMPENSATION PLAN FOR THE CITRUS HEIGHTS WATER DISTRICT (the “Plan”) for the benefit of eligible employees and their beneficiaries with an effective date of March 28, 2005.

B. The Plan was subsequently amended and restated as of December 13, 2011 and March 17, 2014.

C. The Employer now wishes to amend the Plan effective as of January 6, 2020 to add matching contributions to the Plan for regular employees.

D. Article 10.01 of the Plan provides that the Employer reserves the right to amend the Plan at any time.

AMENDMENT

NOW, THEREFORE, the Employer hereby amends the ELIGIBLE GOVERNMENTAL EMPLOYER 457(b) DEFERRED COMPENSATION PLAN FOR THE CITRUS HEIGHTS WATER DISTRICT as follows:

1. Section 4 of the Adoption Agreement to the Plan is amended in its entirety to read as follows:

4. Employer Contributions. The Employer shall pay into the Trust on behalf of each regular employee Participant a matching contribution equal to the amount of the Employee’s Elective Deferral Contributions and Designated Roth Contributions to the Plan for each payroll period, up to a maximum contribution of three percent (3%) of the Participant’s Base Salary, as defined below, for the payroll period. Employer Contributions are combined with Elective Deferral Contributions and Designated Roth Contributions in applying the contribution limits described in Section 2.18.

Base Salary shall mean a Participant’s wages or salary paid by the Employer during the payroll period within the meaning of Code Section 3401(a), but shall exclude bonuses, overtime, reimbursements or other expenses allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, severance payments, military or disability salary continuation payments, unused sick or vacation leave cashouts, auto allowance payments, welfare benefits, certificate pay, or other similar payments, even if includible in gross income. However, Base Salary shall include any portion of the Participant’s wages, which is contributed or deferred by the Employer at the

election of Employee and which is not includible in the gross income of the Participant by reason of Code Section 125, 132(f)(4), 457, 402(h) and 403(b).

2. This Amendment 2019-1 shall be effective as of January 6, 2020. In all other respects, the Plan is hereby ratified, approved and confirmed:

IN WITNESS WHEREOF, the Employer has caused this Amendment 2019-1 to the ELIGIBLE GOVERNMENTAL EMPLOYER 457(b) DEFERRED COMPENSATION PLAN FOR THE CITRUS HEIGHTS WATER DISTRICT to be executed as of _____, 2019.

EMPLOYER:

CITRUS HEIGHTS WATER DISTRICT

By: _____

APPROVED AS TO FORM AND CONTENT:

BEST BEST & KRIEGER LLP

By: _____
Attorneys for Employer

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 MEETING

SUBJECT : PROPOSED AMENDMENTS TO POLICY 4101.A1: SALARY SCHEDULE-
CLASSIFICATION AND SALARY RANGE CHANGES

STATUS : Action Item

REPORT DATE : July 30, 2019

PREPARED BY : Brittney Moore, Acting Management Services Specialist

OBJECTIVE:

Adopt policy amendments to implement changes to Citrus Heights Water District's (District) Salary Schedule, and modify job titles to be more consistent with industry standards.

BACKGROUND AND ANALYSIS:

This item is a follow up to the July 23, 2019 Study Session with the Board of Directors concerning the District's 2019 Total Compensation Study conducted by Bryce Consulting, Inc. The Board has provided consensus direction for staff to prepare policy amendments to implement proposed changes.

Per Policy 4101, up to every three years, the District surveys a labor market of agencies, including local water utilities, cities, and Sacramento County. These agencies are surveyed as they are similar in nature and scope, and/or these agencies are a direct employment competitor. The 18 surveyed agencies are: Carmichael Water District, City of Citrus Heights, City of Davis, City of Folsom, City of Lincoln, City of Roseville, City of Sacramento, City of Woodland, Del Paso Manor Water District, El Dorado Irrigation District, Elk Grove Water District, Fair Oaks Water District, Rancho Murieta Community Services District, Regional Water Authority, Rio Linda Elverta Community Water District, Sacramento County, Sacramento Suburban Water District, and San Juan Water District.

The methodology of the District's compensation study was to collect data from the local market of agencies to ensure benefits and salaries are consistent and competitive. Job descriptions and budget documents were collected to confirm comparability. Other data elements that were analyzed during the study include: entry and top step monthly salaries, employer contributions to deferred compensation and insurance programs, certification pay, longevity pay, employee and employer portions for PERS, social security, cost of living increases, leave benefits, cash out policies, and retirement practices.

The recommended changes to Policy 4101.A1 are highlighted in the tables shown below. The items displayed in the tables are a result of Bryce Consulting, Inc.'s compensation study, and collaboration with leadership staff to identify salary ranges and position titles subject to modification to align with industry standards. As a result of the study, staff recommends adjusting the salary range of two positions, and implementing six title changes.

Compensation Study Findings	
Class Title	% Above or Below (-) Market for Total Compensation
<i>Engineering/GIS Technician</i>	<i>-7.37%</i>
<i>Management Services Specialist</i>	<i>-7.52%</i>

Title Change Recommendations	
Current Title	Proposed Title
<i>Finance Manager/Administrative Services Manager</i>	<i>Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services</i>
<i>Engineering Manager/District Engineer</i>	<i>Director of Engineering/District Engineer</i>
<i>Operations Manager</i>	<i>Director of Operations</i>
<i>Accounting Supervisor/Principal Accountant</i>	<i>Accounting Manager/Principal Accountant</i>
<i>Management Services Supervisor/Chief Board Clerk</i>	<i>Administrative Services Manager/Chief Board Clerk</i>
<i>Management Services Specialist Series</i>	<i>Management Analyst</i>

RECOMMENDATION:

Amend Policy 4101.A1 Salary Schedule-Classification and Salary Range Changes

ATTACHMENT:

Proposed Policy 4101.A1 Compensation-Attachment 1: Salary Schedule

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : HUMAN RESOURCES
 POLICY TITLE : COMPENSATION-ATTACHMENT 1: SALARY SCHEDULE
 POLICY NUMBER : 4101.A1
 DATE ADOPTED : JANUARY 1, 1994
 DATE AMENDED : ~~NOVEMBER 14, 2018~~ AUGUST 21, 2019
 DATE EFFECTIVE : ~~JANUARY 7, 2019~~ AUGUST 21, 2019
 AMENDMENTS : (1) 01/01/95; (2) 05/24/95; (3) 01/02/96; (4) 01/07/97; (5) 01/06/98; (6) 06/02/98; (7) 10/06/98;
 (8) 01/05/99; (9) 05/03/99; (10) 01/04/00; (11) 01/02/01; (12) 03/06/01; (13) 01/08/02 (14) 01/07/03; (15) 10/07/03;
 (16) 12/08/03; (17) 12/14/04; (18) 12/13/05; (19) 03/01/06; (20) 12/12/06; (21) 12/11/07; (22) 04/14/09; (23) 12/08/09; (24)
 12/14/10 (25) 05/10/10; (26) 07/12/11; (27) 12/13/11; (28) 04/10/12; (29) 12/11/12; (30) 01/14/14; (31) 8/12/14; (32) 12/9/14;
 (33) 12/8/15; (34) 1/11/16; (35) 3/24/16; (36) 5/10/16; (37) 9/13/16; (38) 11/03/16; (39) 12/13/16; (40) 09/18/17; (41) 11/14/17;
(42) 11/14/18

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2019 Base Hourly	2019 Base Monthly	2019 Maximum Hourly	2019 Maximum Monthly
<u>Organizational Leadership</u>				
General Manager (E)	80.44	13,943.39	108.60	18,824.49
Assistant General Manager (E)	67.36	11,676.44	90.95	15,763.93
<u>Accounting Series</u>				
~~Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services Finance Manager/Administrative Services Manager (E) (E)~~	61.24	10,614.61	82.68	14,331.01
Accounting ~~Supervisor~~ <u>Manager</u> Principal Accountant (E)	44.86	7,776.33	60.56	10,497.04
Senior Accountant (E)	38.39	6,653.88	51.82	8,981.45
Accountant	34.90	6,049.48	47.11	8,165.79
<u>Customer Service Series</u>				
Senior Customer Services Specialist	33.37	5,784.94	45.06	7,811.24
Customer Service Specialist	30.16	5,228.31	40.73	7,059.87
Customer Service Technician II	27.43	4,754.35	37.02	6,416.90
Customer Service Technician I	24.93	4,320.80	33.66	5,834.54
<u>Engineering Technical Series</u>				
Project Manager (E)	~~51.9148.35~~	~~8997.738,380.73~~	~~70.0865.27~~	<u>12,147.20</u> ~~11,312.70~~

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2019 Base Hourly	2019 Base Monthly	2019 Maximum Hourly	2019 Maximum Monthly
Engineering Supervisor/Principal GIS Specialist (E)	~~40.43~~ 37.66	~~7007.86~~ 6,527.12	~~54.58~~ 50.83	~~9460.53~~ 8,810.60
Engineering/GIS Specialist	~~35.16~~ 32.75	~~6094.40~~ 5,676.56	~~47.47~~ 44.24	~~8228.13~~ 7,662.43
Engineering/GIS Technician	~~31.96~~ 29.77	~~5,539.73~~ 5,160.34	~~43.15~~ 40.19	~~7,479.33~~ 6,966.18
Engineering Aide	~~27.79~~ 25.88	~~4,816.93~~ 4,486.13	~~37.53~~ 34.95	~~6,505.20~~ 6,058.67
<u>Construction Inspection Series</u>				
Construction Inspection Supervisor/Principal Construction Inspector (E)	39.32	6,815.54	53.09	9,201.90
Senior Construction Inspector	34.19	5,926.40	46.16	8,000.45
Construction Inspector	31.09	5,388.14	41.97	7,274.81
<u>Engineering Series</u>				
~~Director of Engineering~~ ~~Engineering Manager~~ /District Engineer (E)	67.36	11,676.44	90.95	15,763.93
Principal Civil Engineer (E)	61.24	10,614.61	82.68	14,331.01
Senior Civil Engineer (E)	55.68	9,651.98	75.16	13,028.52
Associate Civil Engineer (E)	50.62	8,773.86	68.33	11,843.61
Assistant Civil Engineer	44.02	7,629.37	59.43	10,300.47
Assistant Engineer	35.16	6,093.57	47.53	8,239.27
<u>Information Technology (IT) Series</u>				
Information Technology Manager (E)	48.02	8,323.78	64.83	11,237.38
Principal Information Technology Analyst (E)	43.66	7,566.91	58.93	10,214.13
Senior Information Technology Analyst	39.68	6,878.00	53.58	9,286.41
Information Technology Analyst	36.08	6,253.40	48.83	8,463.40
Information Technology Technician	30.07	5,211.78	40.59	7,035.99
<u>Management Services (MS) Series</u>				
~~Administrative Services Manager~~ ~~Management Services Supervisor~~ /Chief Board Clerk (E)	~~45.39~~ 42.22	~~7,867.60~~ 7,318.90	~~61.29~~ 57.00	~~10,623.60~~ 9,879.78
Senior Management ~~Services Analyst~~ ~~Specialist~~ (E)	~~39.47~~ 36.71	~~6,841.46~~ 6,363.62	~~53.30~~ 49.57	~~9,238.66~~ 8,591.99

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2019 Base Hourly	2019 Base Monthly	2019 Maximum Hourly	2019 Maximum Monthly
Management ~~Analyst Services~~ ~~Specialist~~	~~35.88~~ ~~33.37~~	~~6,219.20~~ ~~5,784.94~~	~~48.45~~ ~~45.06~~	~~8,398.00~~ ~~7,811.24~~
Management ~~Services~~ Technician	~~32.63~~ ~~30.35~~	~~5,655.86~~ ~~5,261.38~~	~~44.04~~ ~~40.96~~	~~7,633.60~~ ~~7,100.29~~
<u>Water Distribution Series</u>				
~~Director of Operations~~ ~~Operations~~ ~~Manager~~ (E)	61.24	10,614.61	82.68	14,331.01
Water Distribution Supervisor (E)	46.45	8,051.89	62.71	10,869.96
Assistant Water Distribution Supervisor	39.71	6,883.51	53.61	9,291.92
Water Distribution Lead Worker/Operator	34.54	5,987.02	46.61	8,079.45
Water Distribution Operator II	31.39	5,441.41	42.38	7,346.46
Water Distribution Operator I	28.54	4,947.24	38.53	6,677.76
Water Distribution Worker	20.60	3,571.27	27.80	4,818.64
<u>Operations Specialist Series</u>				
Principal Operations Specialist	46.45	8,051.89	62.71	10,869.96
Senior Operations Specialist	42.22	7,318.90	57.00	9,879.78
Operations Specialist	36.26	6,284.63	48.94	8,483.60
Operations Technician	32.96	5,713.30	44.50	7,713.87
<u>Water Efficiency Series</u>				
Water Efficiency Supervisor (E)	36.38	6,306.67	49.11	8,513.00
Senior Water Efficiency Specialist	31.64	5,483.66	42.71	7,403.41
Water Efficiency Specialist	28.75	4,983.98	38.83	6,731.04
Water Efficiency Technician	26.15	4,532.06	35.29	6,117.45
<u>Water Resources Series</u>				
Water Resources Supervisor/Chief Operator (E)	46.45	8,051.89	62.71	10,869.96
Water Resources Specialist	33.01	5,722.48	44.57	7,724.89
Water Resources Technician	30.01	5,202.59	40.51	7,021.29
<u>Miscellaneous Series</u>				

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2019 Base Hourly	2019 Base Monthly	2019 Maximum Hourly	2019 Maximum Monthly
Intern	11.93	2,068.54	23.86	4,135.25

(E) = Exempt

*Monthly Salaries are average monthly compensation over a 12-month period based on the Hourly Salary Range.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 21, 2019 MEETING

SUBJECT	: METER REPLACEMENT STUDY UPDATE
STATUS	: Information Item
REPORT DATE	: August 7, 2019
PREPARED BY	: David Gordon, Operations Manager Rex Meurer, Water Efficiency Supervisor

Staff will provide an update on the Meter Replacement Study, including a recap of the recent Consortium kick-off meeting held on August 13, 2019.