

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
DECEMBER 15, 2021 beginning at 6:30 PM**



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

PHONE CALL IN: (253) 215-8782

PHONE MEETING ID: 824 2914 1912

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://us06web.zoom.us/j/82429141912>

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

Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above. In compliance with the Sacramento County Health Order issued July 29, 2021, individuals must wear face coverings in all indoor public settings, regardless of their vaccination status, unless they are exempt per the order.

CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (I/A)

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

CC-1a. Minutes of the Special Meeting – November 10, 2021 (A)

CC-1b. Minutes of the Special Meeting – November 17, 2021 (A)

CC-1c. Minutes of the Regular Meeting – November 17, 2021 (A)

CC-1d. Minutes of the Special Meeting – December 6, 2021 (A)

Recommendation: Approve the minutes of the November 10, 2021 Special

Meeting; the Minutes of the November 17, 2021 Regular and Special Meetings; and the Minutes of the December 6, 2021 Special Meeting.

- CC-2. Revenue Analysis Report for November 2021 (I)
- CC-3. Assessor/Collector's Roll Adjustment for November 2021 (I)
- CC-4. Treasurer's Report for November 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for November 2021 (I)
- CC-6. Operating Budget Analysis for November 2021 (I)
- CC-7. Capital Projects Summary for November 2021 (I)
- CC-8. Warrants for November 2021 (I)
- CC-9. Purchase Card Distributions for November 2021 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2021 Water Supply – Purchased and Produced (I)
- CC-15. Water Supply Reliability for November 2021 (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Extend Resolution 07-2021 Authorizing Remote Public Meetings (A)

Recommendation:

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

- CC-18. Discussion and Possible Action to Approve Agreement with Lund Construction Co. for the Pratt Avenue Water Transmission Main Project (A)

Recommendation:

Accept the bid of Lund Construction Co. in the amount of \$403,870.00 and establish a contingency fund in the amount of \$40,387.00 (10%), for a total amount of \$444,257.00. Authorize the General Manager to execute an agreement with Lund Construction Co.

- CC-19. Discussion and Possible Action to Amend the Agreement with Flowline Contractors for the Fair Oaks Boulevard Water Main Project (A)

Recommendation:

Amend the agreement with Flowline Contractors for the Fair Oaks Boulevard Water Main Project in the amount of \$18,327 and establish a new contingency fund in the amount of \$5,000 for a total amount of \$23,327.

PRESENTATIONS:

None.

PUBLIC HEARINGS:

- PH-1. Public Hearing and Resolution for Electoral Divisions based on 2020 Federal Census (A)

Recommendation:

Conduct the public hearing and adopt Resolution 12-2021 Approving Boundaries for the District's Electoral Divisions.

STUDY SESSION:

None.

BUSINESS:

- B-1. Selection of President and Vice President (A)
Recommendation:
Consider selection of President and Vice President of the Board of Directors.
- B-2. Discussion and Possible Action to Appoint 2021-2022 Representatives and Alternates (A)
Recommendation:
Consider appointments of member of the Board of Directors or Staff to serve as District representatives to various organizations.
- B-3. Appoint District Officers (A)
Recommendation:
Consider appointments to Officer Positions for the District.
- B-4. Discussion and Possible Action to Approve a Cost of Living Adjustment (A)
Recommendation:
1. Amend District Policy No. 4101.A1 Salary Schedule (Attachment 3) as presented to include a 3.2 percent Cost-of-Living Adjustment to the District's Salary Schedule effective January 3, 2022; and
2. Amend District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 (Attachment 4) as presented to include a 3.2 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retirees to reflect said adjustments in the CPI-U.
3. Provide direction to staff regarding Compensation of the Board of Directors.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

- D-1. Regional Water Authority (Wheaton).
D-2. Sacramento Groundwater Authority (Sheehan).
D-3. San Juan Water District (All).
D-4. Association of California Water Agencies (Wheaton).
D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
D-6. City of Citrus Heights (Pieri).
D-7. Chamber of Commerce Update (Talwar/Moore).

- D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Moore).
- D-9. Customer Advisory Committee (Riehle/Moore).
- D-10. Other Reports.

CLOSED SESSION:

None.


FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

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

ADJOURNMENT:

CERTIFICATION:

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



Brittney Moore, Deputy Board Clerk

Dated: December 9, 2021

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
November 10, 2021

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

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

Staff:

Steve Anderson, General Counsel
Brittney Moore, Senior Management Analyst/ Deputy Board Clerk
Lea Park-Kim, Communications & Public Outreach Manager
Melissa Pieri, Director of Engineering/ District Engineer
Rebecca Scott, Director of Operations
Sheila Shah, Management Technician
Kayleigh Shepard, Customer Service Technician
Susan Talwar, Director of Finance and Administrative Services
Hilary Straus, General Manager

PLEDGE OF ALLEGIANCE:

President Wheaton led the Pledge of Allegiance.

PUBLIC COMMENT:

Jenna Moser, Resident/ CAC Member
Larry Wright, Resident
Richard Moses, Resident/ CAC Member
Kimberly Berg, Resident/ CAC Member
Paul Helliker, General Manager, San Juan Water District

BUSINESS:

President Wheaton declared the public hearing open at 7:27pm.

Communications and Public Engagement Management, Lea Park-Kim stated for the record that 20 Proposition 218 Protest Letters were received.

President Wheaton closed the public hearing at 7:49pm.

B-1. Water Rates and Miscellaneous Charges and Fees Effective 2022 (A)

ACTION:

Vice President Sheehan moved and Director Riehle seconded a motion to approve the adoption of Resolution 08-2021 Establishing Water Rates and Miscellaneous Charges and Fees Effective Fiscal Year 2022.

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

B-2. Capacity Charges Effective 2022 (A)

ACTION:

Director Riehle moved and Vice President Sheehan seconded a motion to approve the adoption of Resolution 10-2021 Establishing Capacity Charges Effective Fiscal Year 2022.

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

B-3. 2022 Operating and Capital Improvements Budgets (A)

ACTION:

Vice President Sheehan moved and Director Riehle seconded a motion to approve the adoption of Resolution 09-2021 Establishing Fiscal Year 2022 Operating and Capital Improvement Budgets.

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

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:00 p.m.

APPROVED:

BRITTNEY C. MOORE
Deputy Board Clerk
Citrus Heights Water District

DAVID C. WHEATON, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
November 17, 2021

The Special Meeting of the Board of Directors was called to order at 6:01 p.m. by President Wheaton and roll was called. Present were:

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

Staff:

Brittney Moore, Senior Management Analyst/Deputy Board Clerk
Joshua Nelson, Assistant General Counsel
Melissa Pieri, Director of Engineering/District Engineer
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

Betsey Cline, Consultant

PLEDGE OF ALLEGIANCE:

President Wheaton led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

President Wheaton adjourned the meeting to closed session at 6:02p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

a. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-012-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore

Negotiating Parties: Gloria Dyer

Under Negotiation: Price and Terms of Payment

b. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-001-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore

Negotiating Parties: Muhammad Arif

Under Negotiation: Price and Terms of Payment

c. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore

Negotiating Parties: Teresita Kumar, Ashwani Kumar

Under Negotiation: Price and Terms of Payment

d. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-004-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore

Negotiating Parties: Dean Eichelmann

Under Negotiation: Price and Terms of Payment

No Reportable Action.

CL-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation pursuant to Government Code, section 54956.9(d)(4):
(one case)

No Reportable Action.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 6:25p.m.

APPROVED:

Brittney C. Moore
Deputy Secretary
Citrus Heights Water District

DAVID C. WHEATON, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
November 17, 2021

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

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

Staff:

Robert Churchill, Retired Annuitant
Paul Dietrich, Project Manager
Brian Hensley, Water Resources Supervisor
Lea Park-Kim, Communications & Public Engagement Manager
Brittney Moore, Senior Management Analyst/ Deputy Board Clerk
Joshua Nelson, Assistant General Counsel
Melissa Pieri, Director of Engineering/ District Engineer
Rebecca Scott, Director of Operations
Sheila Shah, Management Technician
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services
Roderick Wood, Retired Annuitant

Chris Peterson, Consultant

PUBLIC COMMENT:

Paul Helliker, San Juan Water District

CONSENT CALENDAR:

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

- CC-1a. Minutes of the Special Meeting – October 20, 2021 (A)
- CC-1b. Minutes of the Regular Meeting – October 20, 2021 (A)
- CC-1c. Minutes of the Special Meeting – November 2, 2021 (A)
Recommendation: Approve the minutes of the October 20, 2021 Special and Regular Meetings and the November 2, 2021 Special Meeting.
- CC-2. Revenue Analysis Report for October 2021 (I)
- CC-3. Assessor/Collector's Roll Adjustment for October 2021 (I)
- CC-4. Treasurer's Report for October 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for October 2021 (I)
- CC-6. Operating Budget Analysis for October 2021 (I)
- CC-7. Capital Projects Summary for October 2021 (I)

- CC-8. Warrants for October 2021 (I)
- CC-9. Purchase Card Distributions for October 2021 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2021 Water Supply – Purchased and Produced (I)
- CC-15. Water Supply Reliability for October 2021 (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Extend Resolution 07-2021 Authorizing Remote Public Meetings (A)
- Recommendation:
Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.
- CC-18. Discussion and Possible Action to Approve Agreement with Water Systems Consulting, Inc. for Design, Testing, and Construction Management Services for the Ella Way Well Project (A)
- Recommendation:
Authorize the General Manager to execute the Professional Services Agreement with Water Systems Consulting, Inc. for the Design, Testing, and Construction Management Services for the Ella Way Well Project and approve a 10% contingency fund.
- CC-19. Discussion and Possible Action to Approve a Professional Services Agreement with Wallace-Kuhl & Associates for Geotechnical Services (A)
- Recommendation:
Approve the Professional Services Agreement with Wallace-Kuhl & Associates, and Authorize the General Manager to Execute the Agreement
- CC-20. Discussion and Possible Action to Award a Contract to B&M Builders for 2022/23 On-Call Concrete Restoration Services (A)
- Recommendation:
Award a contract to B&M Builders for 2022/23 on-call concrete restoration services throughout the District service area for the amount of \$24 per square foot for concrete flatwork restoration and \$65 per linear foot of concrete curb and gutter restoration.
- CC-21. Discussion and Possible Action to Receive and File the Sacramento Region Water Utility Collaboration/Integration Study Report (A)
- Recommendation:
Receive and file the Sacramento Region Water Utility Collaboration/Integration Study Report.
- CC-22. Discussion and Possible Action to Approve an Agreement with B&M Builders, Inc. for HVAC Maintenance and Repair Services (A)
- Recommendation:
Authorize the General Manager to execute the agreement with B&M Builders, Inc. for HVAC Maintenance and Repair Services.

ACTION:

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

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

PRESENTATIONS:

- P-1. Resolution R11-2021 Commending Christopher Boyd for Service to the Citrus Heights Community (A)

ACTION:

President Wheaton moved and Director Riehle seconded a motion to adopt Resolution R11-2021 Commending Christopher Boyd for Services to the Citrus Heights Community.

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

PUBLIC HEARINGS:

None.

STUDY SESSION:

None.

BUSINESS:

- B-1. Review and Consideration of the Strategic Plan for ASR Implementation (A)

ACTION:

Vice President Sheehan moved and Director Riehle seconded a motion to receive the Strategic Plan for ASR Implementation Groundwater Planning Report and to authorize Staff to implement a phased plan for the District's ASR Program and to seek grant funding for ASR implementation as needed.

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

- B-2. Discussion and Possible Action to Approve District Policy Updates (A)

ACTION:

Director Riehle moved and Vice President Sheehan seconded a motion to approve updates to the District's Policies (2000 Series).

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

ACTION:

Vice President Sheehan moved and Director Riehle seconded a motion

to approve updates to the District's Policies (3000 Series).

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

MANAGEMENT SERVICES REPORTS (I):

MS-1. 2022 Board Meeting Schedule.

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

None.

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

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

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:06 p.m.

APPROVED:

BRITTNEY C. MOORE
Deputy Board Clerk
Citrus Heights Water District

DAVID C. WHEATON, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
December 6, 2021

The Special Meeting of the Board of Directors was called to order at 6:00 p.m. by President Wheaton and roll was called. Present were:

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

Staff:

Bryan Abaya, Principal Information Technology Analyst
Steve Anderson, General Counsel
Timothy Katkanov, Engineering/ GIS Technician
Brittney Moore, Senior Management Analyst/Deputy Board Clerk
Alberto Preciado, Accounting Manager
Sheila Shah, Management Technician
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

Habib Isaac, IB Consulting, Inc.
Glenn Lazof, Regional Government Services
Sharon Rahban Navizadeth, Consultant
Tina White, Regional Government Services

PLEDGE OF ALLEGIANCE:

President Wheaton led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

President Wheaton adjourned the meeting to closed session at 6:02p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation pursuant to Government Code, section 54956.9(d)(4):
(one case)

No Reportable Action.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:21 p.m.

APPROVED:

Brittney C. Moore
Deputy Secretary
Citrus Heights Water District

DAVID C. WHEATON, President
Board of Directors
Citrus Heights Water District

NOVEMBER 2021

REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,168,065	950,292	155,013	46,708	130,563	114,511

General Ledger Balance	Total
Outstanding A/R	1,137,609.57
Outstanding Liens	-
Outstanding Grants	946
A/R Other	(22,023)
Less Unapplied Payments	(117,289)
Total	\$ 999,244

**CITRUS HEIGHTS WATER DISTRICT
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
November 30, 2021**

CC-03

There were no adjustments made for November 2021.

Reason For Cancellation	Charge Type	Amount
		\$ -

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS
NOVEMBER 2021**


Bank of the West			
Beginning Balance			\$5,545,624
RECEIPTS:		1,468,012	
DISBURSEMENTS:			
Checks Issued / ACH Payments	750,986		
Payroll	419,160		
Returned Checks	<u>19,107</u>		
		<u>1,189,253</u>	<u>278,759</u>
Bank of the West			
Balance per Bank 11/30/2021			5,824,383
Outstanding Checks			(527,166)
Deposit in Transit			<u>111,901</u>
Balance Per Books 11/30/2021			<u>\$5,409,118</u>

RECONCILEMENT:			
Bank of the West			\$6,004,929
Local Agency Investment Fund			14,522,564
Money Mkt Activity Account			<u>544,011</u>
TOTAL BALANCE			<u><u>\$21,071,503</u></u>


CASH & INVESTMENT SUMMARY:			
Bank of the West (General Account)			6,004,929
Local Agency Investment Fund			14,522,564
Money Mkt Activity Account			<u>544,011</u>
Total			<u><u>\$21,071,503</u></u>

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	24.00%	8,123.64	10/15/2021

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



HILARY M. STRAUS
Secretary

Signed: 12/9/2021

TREASURER'S REPORT OF FUND BALANCES
November 30, 2021

Fund Name	Beginning Balance 01/01/2021	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 11/30/2021	2021 Target Balance per Policy
Operating Fund	\$ 5,562,075	\$ 15,044,694	\$ (13,960,872)	\$ 1,471,072	\$ (1,192,313)	\$ 6,924,656	\$ 2,334,017
Operating Reserve	\$ 3,592,065	\$ -	\$ -	\$ -	\$ -	\$ 3,592,065	N/A
Rate Stabilization Fund	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,796,860	\$ -	\$ -	\$ -	\$ -	\$ 2,796,860	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$ -	\$ -	\$ -	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,623,173	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 2,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 1,725,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$ 581,643	\$ -	\$ -	\$ -	\$ 986,962	\$ 986,962
	<u>\$ 17,575,708</u>	<u>16,826,337</u>	<u>\$ (13,960,872)</u>	<u>\$ 1,471,072</u>	<u>\$ (1,192,313)</u>	<u>\$ 20,719,932</u>	<u>\$ 7,520,786</u>



SUSAN K. TALWAR, Treasurer

**TREASURER'S REPORT OF FUND BALANCES
November 30, 2021**

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,471,072	from funds collected in November 2021 per Treasurer's Report
	<u>\$ (1,192,313)</u>	disbursements made in November 2021 per Treasurer's Report
	\$ 278,759	

Citrus Heights Water District
Budget Performance Report
As of 10/31/2021

	October Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance		Annual Budget
				Amount	Percent	
Revenues						
Metered Service Charges	\$671,158.48	\$8,698,761.53	\$7,988,410.00	\$710,351.53	8.89%	\$9,586,090.00
Metered Water Deliveries	464,161.29	5,041,884.10	4,308,118.00	733,766.10	17.03%	5,234,960.00
Non-Metered Service Charges	8,234.97	88,411.75	116,670.00	(28,258.25)	-24.22%	140,000.00
Penalties	403.00	29,998.97	123,442.00	(93,443.03)	-75.70%	150,000.00
Interest	9,481.54	48,192.13	37,950.00	10,242.13	26.99%	45,535.00
Backflow Fees	4,013.80	49,412.00	96,670.00	(47,258.00)	-48.89%	116,000.00
Water Service Install & S&R	19,260.88	217,045.05	22,750.00	194,295.05	854.04%	27,300.00
Grant Funds		1,875.00		1,875.00	0.00%	0.00
Miscellaneous *	5,592.75	25,874.21	122,500.00	(96,625.79)	-78.88%	147,000.00
Cost Reimbursements	2,653.39	37,415.14		37,415.14	0.00%	0.00
Income - Wheeling Water		13,946.39	2,250.00	11,696.39	519.84%	2,700.00
Income - Connection Fees	74,016.31	333,531.06		333,531.06	0.00%	0.00
Total Revenue	<u>1,258,976.41</u>	<u>14,586,347.33</u>	<u>12,818,760.00</u>	<u>1,767,587.33</u>	<u>13.79%</u>	<u>15,449,585.00</u>
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		1,946,039.69	2,654,887.00	(708,847.31)	-26.70%	3,185,864.40
Ground Water	88,153.68	792,500.01	793,337.30	(837.29)	-0.11%	952,004.76
	<u>88,153.68</u>	<u>2,738,539.70</u>	<u>3,448,224.30</u>	<u>(709,684.60)</u>	<u>-20.58%</u>	<u>4,137,869.16</u>
Labor & Benefits						
Labor Regular	237,313.94	2,638,087.63	2,799,621.10	(161,533.47)	-5.77%	3,359,545.32
Labor Non-Regular		11,453.04		11,453.04	0.00%	
Labor Taxes	16,758.73	206,720.15	222,683.80	(15,963.65)	-7.17%	267,220.56
Labor Workers Comp		29,295.38	76,250.00	(46,954.62)	-61.58%	91,500.00
Labor External	14,083.50	98,390.25	105,066.70	(6,676.45)	-6.35%	126,080.04
Benefits Med/Den/Vis	38,537.89	418,825.87	428,668.10	(9,842.23)	-2.30%	514,401.72
Benefits LTD/Life/EAP	6,130.54	43,278.65	44,095.10	(816.45)	-1.85%	52,914.12
Benefits CalPers	19,775.79	220,189.98	275,516.00	(55,326.02)	-20.08%	330,619.20
Benefits Other	8,260.93	94,745.42	107,608.70	(12,863.28)	-11.95%	129,130.44
Benefit Retiree Expenses	3,958.05	38,120.30	47,368.70	(9,248.40)	-19.52%	56,842.44
Benefit Unemployment			7,717.30	(7,717.30)	-100.00%	9,260.76
Benefit GASB 68		404,057.00	340,875.00	63,182.00	18.54%	409,050.00
Capitalized Labor & Benefit Contra	(41,398.89)	(449,277.30)	(416,666.70)	(32,610.60)	7.83%	(500,000.04)
	<u>303,420.48</u>	<u>3,753,886.37</u>	<u>4,038,803.80</u>	<u>(284,917.43)</u>	<u>-7.05%</u>	<u>4,846,564.56</u>
General & Administrative						
Fees & Charges	13,193.40	125,585.92	174,187.50	(48,601.58)	-27.90%	209,025.00
Regulatory Compliance/Permits		51,125.01	99,979.20	(48,854.19)	-48.86%	119,975.04
District Events & Recognition	17,428.76	39,256.08	80,602.60	(41,346.52)	-51.30%	96,723.12
Maintenance/Licensing	1,235.00	147,681.89	120,667.50	27,014.39	22.39%	144,801.00
Equipment Maintenance	10,126.82	66,451.77	94,479.10	(28,027.33)	-29.67%	113,374.92

Citrus Heights Water District
Budget Performance Report
As of 10/31/2021

	October	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Professional Development	1,998.34	25,075.96	111,824.20	(86,748.24)	-77.58%	134,189.04
Department Admin		(170.00)	22,250.10	(22,420.10)	-100.76%	26,700.12
Dues & Subscriptions	2,066.99	204,076.28	173,269.20	30,807.08	17.78%	207,923.04
Fuel & Oil	6,277.45	51,721.30	52,700.00	(978.70)	-1.86%	63,240.00
General Supplies	3,291.84	55,889.45	57,666.60	(1,777.15)	-3.08%	69,199.92
Insurance - Auto/Prop/Liab	20,159.61	98,276.36	85,000.00	13,276.36	15.62%	102,000.00
Leasing/Equipment Rental	1,049.64	19,921.88	33,250.00	(13,328.12)	-40.08%	39,900.00
Parts & Materials	17,913.63	292,649.49	145,833.30	146,816.19	100.67%	54,999.96
Postage/Shipping/Freight	3,757.17	48,778.20	143,750.00	(94,971.80)	-66.07%	172,500.00
Rebates & Incentives	955.49	11,750.25	28,333.30	(16,583.05)	-58.53%	33,999.96
Telecom/Network	2,346.34	31,580.91	56,783.30	(25,202.39)	-44.38%	68,139.96
Tools & Equipment	7,539.70	45,065.93	74,666.70	(29,600.77)	-39.64%	89,600.04
Utilities	2,906.71	11,419.71		11,419.71	0.00%	
Write-Off Bad Debt Exp		21.44	4,166.70	(4,145.26)	-99.49%	5,000.04
Capitalized G&A Contra	(18,450.30)	(251,651.53)		(251,651.53)	0.00%	
Capitalized Equipment Contra	(34,384.60)	(293,033.16)		(293,033.16)	0.00%	
	59,411.99	781,473.14	1,559,409.30	(777,936.16)	-49.89%	1,751,291.16
Professional & Contract Services						
Support Services	71,375.27	919,639.08	1,428,420.94	(508,781.86)	-35.62%	1,773,465.12
Legal Services	37,273.99	224,987.51	343,749.90	(118,762.39)	-34.55%	412,499.88
Printing Services	856.02	21,824.20	29,750.10	(7,925.90)	-26.64%	35,700.12
	109,505.28	1,166,450.79	1,801,920.94	(635,470.15)	-35.27%	2,221,665.12
Reserves & Debt Services						
Interest Expense		43,759.37	62,277.81	(18,518.44)	-29.74%	74,733.37
Net Increase(Decrease) in Value of Investments		14,738.10		14,738.10	0.00%	
		58,497.47	62,277.81	(3,780.34)	-6.07%	74,733.37
Total Operating Expenses	560,491.43	8,498,847.47	10,910,636.15	(2,411,788.68)	-22.10%	13,032,123.37
Net Income / (Expense)	698,484.98	6,087,499.86	1,908,123.85	4,179,376.01	219.03%	2,417,461.63

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 10/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C16-134	Auburn Blvd-Rusch Park Placer	\$167,000	\$1,438	\$72	\$2,941	\$4,379	\$162,621
C19-108	6230 Sylvan East Wall	\$245,000	\$7,653	\$0	\$9,095	\$16,748	\$228,252
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$1,676	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Construction in Progress		\$912,000	\$10,767	\$72	\$12,036	\$22,803	\$889,197
C21-010	Water Main Replacements	\$72,100	\$0	\$0	\$0	\$0	\$72,100
C21-011	Water Valve Replacements	\$103,000	\$0	\$0	\$29,847	\$29,847	\$73,153
C21-012	Water Service Connections	\$875,500	\$0	\$61,482	\$710,672	\$710,672	\$164,828
C21-013	Water Meter Replacements	\$500,000	\$0	\$501	\$79,497	\$79,497	\$420,503
C21-014	Fire Hydrants	\$164,800	\$0	\$0	\$50,581	\$50,581	\$114,219
Annual Infrastructure		\$1,715,400	\$0	\$61,982	\$870,597	\$870,597	\$844,803
C15-104B	Document Management System	\$244,639	\$5,361	\$0	\$0	\$5,361	\$239,278
C21-003	Fleet/Field Operations Equip	\$260,000	\$0	\$248,456	\$248,456	\$248,456	\$11,544
C21-004	Technology Hardware/Software	\$56,650	\$0	\$0	\$12,841	\$12,841	\$43,809
Fleet and Equipment		\$561,289	\$5,361	\$248,456	\$261,297	\$266,658	\$294,631
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,979	\$91	\$0	\$0	\$91	\$24,888
C19-106	Wells Ave Main 8"	\$219,003	\$30,302	\$0	\$162,300	\$192,602	\$26,401
C20-101	Fair Oaks Blvd	\$475,137	\$10,210	\$110,290	\$141,499	\$151,709	\$323,428
C20-102	Langley Ave & Chance Dr	\$504,057	\$46,739	\$100	\$347,561	\$394,300	\$109,757
C20-103	Marsala Ct	\$31,602	\$22,081	\$1,478	\$1,528	\$23,609	\$30,074
C20-104	Skycrest School	\$104,022	\$5,536	\$633	\$37,730	\$43,266	\$60,756
C20-105	Walnut Drive	\$105,247	\$3,732	\$0	\$11,234	\$14,967	\$90,280
C20-106	Wisconsin Drive	\$301,990	\$42,391	\$422	\$229,892	\$272,283	\$29,707
C21-101	Antelope & Rusch Park	\$187,741	\$0	\$43,304	\$85,439	\$85,439	\$102,302
C21-102	Old Auburn Road	\$91,459	\$0	\$0	\$1,003	\$1,003	\$90,456
C21-103	Pratt Ave	\$39,043	\$0	\$0	\$46,225	\$46,225	(\$7,182)
C21-104	Mesa Verde HS	\$118,779	\$0	\$11,400	\$43,742	\$43,742	\$75,037
C21-105	Madison Ave & Dewey Dr	\$28,138	\$0	\$2,500	\$2,922	\$2,922	\$25,216
Water Mains		\$2,258,974	\$161,082	\$170,127	\$1,111,076	\$1,272,157	\$1,008,898

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 10/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C21-005	Facilities Improvements	\$60,000	\$0	\$339	\$87,486	\$87,486	(\$27,486)
C21-040	Other City Partnerships	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-040B	Elec. Greenway Bike Trail	\$0	\$0	\$0	\$314	\$314	(\$314)
C21-040C	MSR2S Phase4	\$0	\$0	\$465	\$10,674	\$10,674	(\$10,674)
C21-040E	Bonita Storm Drain	\$0	\$0	\$465	\$29,055	\$29,055	(\$29,055)
C21-041	Other Misc Infrastructure	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-041A	Valve Box Raising	\$0	\$0	\$0	\$32,407	\$32,407	(\$32,407)
C21-041B	Greenback Acquisition	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Projects		\$285,102	\$0	\$1,270	\$159,936	\$159,936	\$125,166
C17-104	Groundwater Well Property Acq	\$640,000	\$370,943	\$0	\$6,080	\$377,023	\$262,977
C17-104A	Well #7 Patton	\$250,000	\$45,712	\$0	\$135,374	\$181,085	\$68,915
C17-104B	Well #8 Highland	\$0	\$37,483	\$0	\$213,221	\$250,705	(\$250,705)
C20-107	Well Design & Construction	\$1,105,500	\$0	\$0	\$0	\$0	\$1,105,500
C21-020	Groundwater Well Improvements	\$154,500	\$0	\$69,328	\$69,328	\$69,328	\$85,172
Wells		\$2,150,000	\$454,138	\$69,328	\$424,003	\$878,141	\$1,271,859
Grand Totals:		\$7,882,765	\$631,347	\$551,236	\$2,838,946	\$3,470,293	\$4,434,553

NOVEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72453	Joseph D/Elizabeth Texeira	Customer Refund	\$31.42
72454	Frank G/Diane C Bowers	Customer Refund	\$80.18
72455	Bugnatto Living Trust	Customer Refund	\$22.78
72456	O Kay Scott	Customer Refund	\$67.07
72457	Richard/Seana Gray	Customer Refund	\$147.55
72458	Melvin D/Connie J Turner	Customer Refund	\$190.22
72459	Dolores A Estrella	Customer Refund	\$235.12
72460	Jack C Chang	Customer Refund	\$20.09
72461	Gary F/Susan W Julian	Customer Refund	\$182.42
72462	Susan J/Lanceford Hagler	Customer Refund	\$161.56
72463	Debra Paper	Customer Refund	\$19.82
72464	Richard Tarvin	Customer Refund	\$160.54
72465	Gang Yuan	Customer Refund	\$168.11
72466	Apryl D Guy	Customer Refund	\$258.47
72467	Robin Houghton	Customer Refund	\$145.32
72468	Brian G/Tosha L Pascuzzi	Customer Refund	\$30.51
72469	Lazim Hanna	Customer Refund	\$24.77
72470	Matthew/Lisa Castillo	Customer Refund	\$33.90
72471	Warren E/Julie L Malmberg	Customer Refund	\$14.94
72472	Richard S/Josephine L Willey	Customer Refund	\$179.40
72473	All-American Construction Inc	Customer Refund	\$1,814.63
72474	Vladislav/Viktoria Babiy	Customer Refund	\$335.75
72475	Eric J/Arlen Hilton	Customer Refund	\$12.29
72476	Jerry M Braswell	Customer Refund	\$82.40
72477	Robert F Newman	Customer Refund	\$195.82
72478	Christine J/Thomas F Goldthwaite	Customer Refund	\$143.35
72479	Breckenridge Prop Fund 2016 LLC	Customer Refund	\$167.76
72480	GradeTek Inc.	Customer Refund	\$1,004.69
72481	Capital Real Estate Solutions Inc	Customer Refund	\$372.49
72482	Brass Ring Amusements Inc	Customer Refund	\$1,865.26
72483	ABA DABA Rentals & Sales	Supplies-Field	\$136.15
72484	ACWA/JPIA	Workers Comp Insurance	\$91.65
72485	AREA Restroom Solutions	Equipment Rental-Field	\$151.04
72486	Best Best & Krieger	Legal & Audit	\$9,833.40
72487	Cybex	Equipment Rental-Office	\$179.62
72488	Future Ford	Repair-Trucks	\$236.70
72489	Ferguson Enterprises Inc #1423	Material	\$1,676.75
72490	Kei Window Cleaning #12	Janitorial	\$120.00
72491	Kirby's Pump and Mechanical, Inc	Wells Maintenance	\$1,408.80

NOVEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72492	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$4,784.35
72493	Post Modern Marketing	Contract Services-Other	\$250.00
72494	Alberto Preciado	Continued Education	\$650.00
72495	Prime Auto Repair	Repair-Trucks	\$444.01
72496	Quick Quack Car Wash	Maintenance Agreement-Equipment	\$596.60
72497	Republic Services #922	Utilities	\$290.35
72498	River City Staffing Group	Contract Services-Temporary Labor	\$3,060.85
72499	Pamela Sakamoto	Toilet Rebate Program	\$150.00
72500	Simon and Company Inc	Contract Services-Other	\$1,000.00
72501	Sonitrol	Equipment Rental-Office	\$196.39
72502	S.I.C.H.	Dues & Subscriptions	\$18.10
72503	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
72504	Stephan R Albers	Customer Refund	\$18.96
72505	Gay L Faivre	Customer Refund	\$37.75
72506	Estanislada A Mejia	Customer Refund	\$25.85
72507	Thomas J Hill	Customer Refund	\$8.65
72508	Emerita M Versoza	Customer Refund	\$587.05
72509	Mary C Starr	Customer Refund	\$12.00
72510	Philip Rancatore Family Revocable Trust	Customer Refund	\$33.63
72511	Skellenger Trust	Customer Refund	\$158.65
72512	Ladan/Milad Khatibijah	Customer Refund	\$27.71
72513	Michael Bakonyi	Customer Refund	\$64.10
72514	KB Homes Sacramento Inc	Customer Refund	\$101.45
72515	Paul McKinney	Customer Refund	\$52.10
72516	Jean L Grootjans	Customer Refund	\$134.28
72517	MPax Investments LLC	Customer Refund	\$316.78
72518	Caprice Streich	Customer Refund	\$9.31
72519	Jason Metaxas	Customer Refund	\$23.81
72520	Thomas/Terri C Forester	Customer Refund	\$260.44
72521	Logan T Crowley	Customer Refund	\$268.73
72522	Jay Jacobs	Customer Refund	\$19.28
72523	Opendoor Property Trust I	Customer Refund	\$16.93
72524	GradeTek Inc.	Customer Refund	\$692.72
72525	AAA Underground Inc	Customer Refund	\$1,673.09
72526	Alexander's Contract Services	PC-Meter Read	\$4,596.20
72527	AnswerNet	Telephone-Answering Service	\$432.25
72528	Aqua Sierra Controls	Wells Maintenance	\$3,302.40
72529	Blue Jay Trucking Inc	Contract Services-Other	\$2,447.50
72530	California Landscape Associates Inc	Janitorial	\$230.00

NOVEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72531	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$11,225.50
72532	Robin Cope	Health Insurance	\$457.00
72533	Corelogic Information Solutions Inc	Dues & Subscriptions	\$212.18
72534	Josephine K Harder	Customer Refund	\$55.38
72535	County of Sacramento	Permit Fees	\$177.50
72536	Virginia Dunstan	Toilet Rebate Program	\$80.63
72537	Employee Relations Inc	Contract Services-Other	\$77.50
72538	Flowline Contractors, Inc	Contract Services-Engineering	\$105,624.80
72539	Integrity Administrators Inc	Health Insurance	\$255.99
72540	Lowe's	Supplies-Field	\$1,103.51
72541	One Stop Truck Shop	Repair-Trucks	\$118.51
72542	River City Staffing Group	Contract Services-Temporary Labor	\$3,060.85
72543	Les Schwab Tires	Repair-Trucks	\$1,041.80
72544	Superior Equipment Repair	Repair-Trucks	\$511.09
72545	Tee Janitorial & Maintenance	Contract Services-Janitorial	\$2,989.00
72546	Walker's Office Supplies	Office Expense	\$289.59
72547	Wex Bank	Gas & Oil	\$3,692.09
72548	Kenneth D Pettingill	Customer Refund	\$77.35
72549	Sandra J Columbo	Customer Refund	\$83.72
72550	William R & Linda S Nye Revocable Trust	Customer Refund	\$22.46
72551	Terry D Blanchard Rev Trust	Customer Refund	\$50.45
72552	Jeffrey/Amanda D Barnhart	Customer Refund	\$230.17
72553	KB Homes Sacramento Inc	Customer Refund	\$48.88
72554	Michael Warren	Customer Refund	\$42.80
72555	AFLAC	Employee Paid Insurance	\$166.66
72556	Airgas USA, LLC	Supplies-Field	\$425.60
72557	Aqua-Metric Sales, Co	Material	\$1,674.91
72558	Associated Sound	Contract Services-Other	\$1,177.50
72559	Bart/Riebes Auto Parts	Repair-Trucks	\$403.35
72560	Best Best & Krieger	Legal & Audit	\$15,849.50
72561	BSK Associates	Water Analysis	\$1,232.00
72562	State of CA Dept. of Consumer Affairs	Dues & Subscriptions	\$180.00
72563	Consolidated	Telephone-Local/Long Distance	\$1,174.30
72564	Sandra Ferguson	Toilet Rebate Program	\$115.00
72565	Harris & Associates	Contract-Engineering	\$1,500.00
72566	Harrison Concrete Cutting Inc	Contract Services-Other	\$850.00
72567	Hunt & Sons Inc	Gas & Oil	\$1,564.90
72568	IB Consulting LLC	Contract Services-Miscellaneous	\$13,530.00
72569	Industrial Service and Supply Inc	Supplies-Field	\$8,612.30

NOVEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72570	Steven Moran	Toilet Rebate Program	\$75.00
72571	Nor Cal Perlite Inc	Supplies-Field	\$2,132.00
72572	Pace Supply Corp	Material	\$8,216.96
72573	Pacific Gas & Electric	Utilities	\$51.59
72574	Quick Quack Car Wash	Maintenance Agreement-Equipment	\$298.30
72575	Rawles Engineering Inc	Contract Services-Miscellaneous	\$16,579.00
72576	Regional Government Services	Contract Services-Other	\$1,610.00
72577	River City Staffing Group	Contract Services-Temporary Labor	\$3,060.85
72578	Sierra Glen Apartments	Toilet Rebate Program	\$225.00
72579	Hilary Straus	Continued Education	\$225.00
72580	Wallace Kuhl & Associates Inc	Contract Services-Miscellaneous	\$1,693.75
72581	WaterWise Consulting, Inc	Contract Services-Conservation	\$3,850.00
72582	Warren Consulting Engineers Inc	Contract Services-Engineering	\$3,000.00
72583	Kyle Wells/ Lauren Gollnick	Toilet Rebate Program	\$93.18
72584	David Wheaton	Continued Education	\$225.00
72585	Wizix Technology Group Inc	Equipment Rental-Office	\$228.94
72586	Nancy J Lawton	Customer Refund	\$199.73
72587	Larry P/Susan M Hulsey	Customer Refund	\$213.77
72588	Haney Family Trust	Customer Refund	\$506.92
72589	Kristina M Steiger-Kingdon	Customer Refund	\$10.90
72590	Alfred/Joan Fong	Customer Refund	\$95.68
72591	Connie M Sweet	Customer Refund	\$76.23
72592	Larry M/ Penny L Thompson	Customer Refund	\$55.40
72593	William R/Lisa D Hall	Customer Refund	\$14.37
72594	Susan/Edwin Benson	Customer Refund	\$58.13
72595	Martin Curle	Customer Refund	\$22.20
72596	Shannon L O'Neill	Customer Refund	\$10.36
72597	Monte Morris	Customer Refund	\$14.36
72598	Claudia S Perez	Customer Refund	\$72.53
72599	Steven/Melissa Huber	Customer Refund	\$18.01
72600	Erica Kuzmenko	Customer Refund	\$17.37
72601	Joel W Smith	Customer Refund	\$24.78
72602	Galphina Wilton-Waddell	Customer Refund	\$58.91
72603	Kay J Moore	Customer Refund	\$10.76
72604	Opendoor Property Trust I	Customer Refund	\$202.99
72605	Messina R Johnson	Customer Refund	\$90.14
72606	Ken/Gail Christie	Customer Refund	\$34.27
72607	Best Best & Krieger	Legal & Audit	\$16,774.20

NOVEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72608	Bender Rosenthal Incorporated	Contract Services-Other	\$1,085.57
72609	BSK Associates	Water Analysis	\$1,151.00
72610	California Surveying & Drafting Supply	Small Tools	\$10.00
72611	Fast Action Pest Control	Contract Services-Miscellaneous	\$165.00
72612	Inscape Inc.	Contract Services-Miscellaneous	\$477.53
72613	J Comm Inc	Contract Services-Other	\$10,250.00
72614	Gail C Kobetich	Insurance-Property/Liability	\$325.85
72615	MidAmerica Administrative & Retirement Solutions	Employee Paid Insurance	\$480.00
72616	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$3,141.50
72617	River City Staffing Group	Contract Services-Temporary Labor	\$779.70
72618	Regional Water Authority	Dues & Subscriptions	\$315.00
72619	Verizon Wireless	Telephone-Wireless	\$1,449.96
Total			<u>\$309,280.06</u>
ACH	1168-2021-10 IC	Bank Fee	\$5,068.95
ACH	ADP 591462811	Contract Services-Financial	\$313.25
ACH	ADP 592455893	Contract Services-Financial	\$388.50
ACH	ADP 592922385	Contract Services-Financial	\$246.50
ACH	BOW OCTOBER 2021	Bank Fee	\$1,465.05
ACH	CA CHOICE DEC 2021	Health Insurance	\$42,512.92
ACH	CHASE OCT 2021	Bank Fee	\$3,794.67
ACH	ICMA 10/28/21 PAYDAY	Deferred Compensation	\$8,352.77
ACH	JP MORGAN OCT 2021	See November Agenda Item CC-9	\$9,436.09
ACH	JP MORGAN OCT 2021 AP	See November Agenda Item CC-9	\$30.00
ACH	PRINCIPAL DEC 2021	Health Insurance	\$8,318.11
ACH	VALIC 10/28/21 PAYDAY	Deferred Compensation	\$2,127.51
Total			<u>\$82,054.32</u>
Grand Total			<u><u>\$391,334.38</u></u>

**JP Morgan Purchase Card Distributions
Nov-21**

Name	General Supplies	District Events & Recognition	Equipment Maintenance	Professional Development	CIP	Maintenance/Licensing	Tools & Equipment	Dues & Subscription	Postage/Shipping/Freight	Parts and Materials	Prepaid	Total Bill
Shockley	\$ 611.79	\$ 1,832.65	\$ 150.86	\$ 100.00			\$ 1,051.13		\$ 8.70	\$ 167.49	\$ 879.26	\$ 4,801.88
Spiers			\$ 320.30									\$ 320.30
Straus				\$ 8.00								\$ 8.00
Moore	\$ 10.68	\$ 363.11		\$ 76.43								\$ 450.22
Talwar		\$ 38.55			\$ 1,534.50	\$ 3,143.77		\$ 3.99				\$ 4,720.81
Cutler										\$ 29.34		\$ 29.34
Total Bill	\$ 622.47	\$ 2,234.31	\$ 471.16	\$ 184.43	\$ 1,534.50	\$ 3,143.77	\$ 1,051.13	\$ 3.99	\$ 8.70	\$ 196.83	\$ 879.26	\$ 10,330.55

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : December 6, 2021
 PREPARED BY : Brittney Moore, Senior Management Analyst

The following District employees were recognized for perfect attendance during October 2021, and outstanding customer service and quality of work during the month of November 2021.

Administrative Services

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Dana Mellado		Customer on Circuit Drive called to thank Dana for helping her navigate InvoiceCloud to update her credit card information. Customer was impressed with how patient Dana was with her. Project Manager at Raising Canes recognized Dana and Neil for helping them to keep their project moving forward. Dana and Neil worked to get the appropriate authorization for opening the account and billing in the restaurant's name.	Assisted with the District budget process.
Brittney Moore	Yes		Assisted with the District budget process.
Lea Park-Kim	Yes		Presented at the November Public Hearing. Assisted with the District budget process.
Alberto Preciado	Yes		Assisted with the District budget process.
Sheila Shah			Attended and assisted with coordinating the November Public Hearing. Assisted with the District budget process.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Kayleigh Shepard	Yes		Attended and assisted at the November Public Hearing. Worked to complete CHWD's application to the CA Water Arrearages program; she helped to analyze over 1,000 accounts for eligibility in a short timeframe so that the application could be filed by the deadline.
Beth Shockley		Organized employee appreciation event.	Researched and implemented new vendor for shredding service after non-responsiveness from previous vendor.
Desiree Smith	Yes		Worked to complete CHWD's application to the CA Water Arrearages program; she helped to analyze over 1,000 accounts for eligibility in a short timeframe so that the application could be filed by the deadline.

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Paul Dietrich	Yes	Prepared the staff report for the Geotechnical Services Agreement and attended the November Board meeting.	
Tamar Dawson		The City of Citrus Heights thanked Tamar on providing a quick turnaround on plan review of a road improvement project.	
Timothy Katkanov	Yes	Prepared a GIS map for the Public Hearing on a short turnaround. Provided IT services at the 11/17/21 Board Meeting.	Assisted with the District budget process.
Neil Tamagni	Yes	Worked after hours (11/5, 11/12, 11/19) for a District water main project. Project Manager at Raising Canes recognized Dana and Neil for helping them to keep their project moving forward. Dana and Neil worked to get the appropriate authorization for opening the account and billing in the restaurant's name.	

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Christopher Bell	Yes		
Tim Cutler	Yes		
James Ferro			11/16 – James volunteered to hold call for the week, due to an employee that was out with an injury.
Jarrett Flink	Yes		11/20 – Jarrett volunteered to hold call for the day to assist James Ferro.
Brian Hensley	Yes		Assisted with troubleshooting a broken awning at the Corporation Yard and figured out that it only needed a replacement part after a contractor recommended replacement of the entire structure. He also found and ordered the part. Presented at the Nov. 17 Board Meeting. Compiled information to complete a grant application for the Highland Well.
Rick Jimenez	Yes		
Ricky Kelly	Yes		
Chris Nichols	Yes		Replaced an endcap on a broken awning at the Corporation Yard.
John Spinella	Yes		
Jason Tupper	Yes		

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
DECEMBER 15, 2021 MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : December 8, 2021
 PREPARED BY : Brittney Moore, Senior Management Analyst

OBJECTIVE:

Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA

MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
January 19, 2022					
January 19, 2022		Agreement with Response Structural Engineers	Pieri	CC	A
January 19, 2022		Boring and Potholing Agreement	Pieri	CC	A
January 19, 2022		Branding & Marketing Update	Talwar/Park-Kim	B	A
January 19, 2022		7000 Series Update	Talwar/Scott	B	A
January 19, 2022		Strategic Plan Update / 2022 Strategic Plan Preview	Moore	SS	I/D
FUTURE SCHEDULED REPORTS					
February 16, 2022					
February 16, 2022		Agreement with Investment Consultant	Talwar	CC	A
February 16, 2022		Water Meter Replacement Study	Scott	B	A
February 16, 2022	Annual	Investment of District Funds	Talwar/General Counsel	B	A
February 16, 2022		CIP Update	Pieri/Park-Kim	P	I/D
March 16, 2022					
March 16, 2022		CAC Update	Scott/Park-Kim/Moore	P	I/D
March 16, 2022		Update on District Wide Easement Project	Pieri	P	I/D
March 16, 2022	Annual	Poster Contest Presentation	Scott	P/MS	I/D
April 20, 2022					
April 20, 2022		2022 Strategic Plan Update	Moore	SS	I/D
May 18, 2022					
May 18, 2022		Annual Financial Report	Talwar	CC	I/D
June 15, 2022					
June 15, 2022		Garden Corp Update	Scott	SS	I/D
June 15, 2022		CIP Overview	Pieri	P	I/D
June 15, 2022	Biennial	Resolution Calling for November Election	Moore	B	A
June 15, 2022	Annual	Form 470	Moore	B	A
June 15, 2022	Annual	Finance Corporation, Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp.	Talwar	B	A
June 15, 2022	Annual	Conflict of Interest	Moore/Talwar	B	A
JULY -SUMMER RECESS					

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : December 1, 2021
 PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Director of Engineering and Project Manager	Yes, 06/29/21 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Board approved Project 2030 Study. Staff proceeding with various implementation steps.
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Director of Engineering and Project Manager	Yes, 07/17/19 (Award of Contract)	Yes	Masterplan for office space requirements through 2045.	Staffing Report approved by Board on 06/16/21. Pre-Architectural Study pending.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd Perimeter Wall	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	Wall along the east side of District property. 2021 design.	Rezone of properties on hold. Preliminary plans pending.
CAPITAL IMPROVEMENT PROJECT - Skycrest School Water Service Replacement	Engineering	Project Manager and Assistant Engineer	No	Yes	2020 design, 2021 construction.	District to send easement to County for recordation once construction complete. Operations performing construction. 99% Complete.
CAPITAL IMPROVEMENT PROJECT - Walnut Drive Water Service Project	Engineering	Project Manager and Assistant Engineer	No	Yes	2021 design, 2021 construction.	4 of 5 easements acquired. Plans are 100% complete. Anticipate construction to be completed by Operations in Winter 2021.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Langley Ave & Chance Way Water Main Project	Engineering	Project Manager and Senior Construction Inspector	Yes, 05/19/21 (Award of Contract)	Yes	2021 design, 2021 construction.	Easement (4) recorded. Construction 100% complete. Project closeout in progress.
CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd Water Main Project	Engineering	Project Manager and Assistant Engineer	Yes, 08/18/21 (Award of Contract)	Yes	2021 design, 2021 construction.	Award of Contract occurred at the 08/18/21 Board Meeting. Construction 75% complete.
CAPITAL IMPROVEMENT PROJECT - Mesa Verde High School Water Main Project	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	District obtaining easement from SJUSD. 100% Plans prepared and under review.
CAPITAL IMPROVEMENT PROJECT - Carriage Dr, Mesa Verde High School to Pratt	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	30% design in progress.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Antelope - Rusch Park Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2021 construction.	Easement approved by Sunrise Recreation & Park District at their 08/03/21 Board meeting. Construction 75% complete.
CAPITAL IMPROVEMENT PROJECT - Old Auburn Road Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2023 construction.	District to begin design.
CAPITAL IMPROVEMENT PROJECT - Pratt Avenue Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 12/15/21 (Anticipated Award of Contract)	Yes	2021 design, 2022 construction.	Anticipate award of contract at the 12/15/21 Board Meeting.
CAPITAL IMPROVEMENT PROJECT - Madison Ave & Dewey Dr Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	Survey completed. Easement acquisition is in progress.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT Mitchell Village - 7925 Arcadia Dr</p>	<p>Engineering</p>	<p>Director of Engineering and Senior Construction Inspector</p>	<p>Yes, 03/30/20, 04/15/20 (Deferment of Fees)</p>	<p>No</p>	<p>200-300 unit development by Watt Communities.</p>	<p>Received 2 recorded easements at 8017 Greenback Lane on 12/08/20.</p> <p>Received recorded easement at 6434 Sunrise Boulevard on 05/27/21.</p> <p>Received recorded SMUD access easement on 01/08/21.</p> <p>Project re-started on 7/14/20. Water portion 99% Complete.</p>
<p>PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch</p>	<p>Engineering</p>	<p>Senior Construction Inspector, Director of Engineering and Assistant Engineer</p>	<p>Yes, 01/20/21 (Deferment of Fees)</p>	<p>No</p>	<p>23 lot subdivision.</p>	<p>District signed plans on 12/04/19.</p> <p>Deferment Agreement signed on 02/11/21.</p> <p>Construction 75% Complete. Construction restarted 08/09/21.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Seniors apartment complex with 42 one bedroom and 68 two bedroom units.</p>	<p>All fees paid on 10/18/21. District signed plans on 10/19/21. Awaiting construction.</p>
<p>PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Parcel being split into 3 for 3 home subdivision.</p>	<p>District received third submittal on 03/10/21 and provided comments on 03/29/21. Awaiting final plans for signature. Plan check fees paid 04/13/21.</p>
<p>PRIVATE DEVELOPMENT 208 Langley Ave Parcel Split 1 - 2</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Parcel being split into 2 lots. New single family home construction on one lot.</p>	<p>District sent correspondence to property owner on 04/20/20.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village Phase 1	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of Sunrise Village.	Plans signed and all fees paid. Phase 1 - Construction 99% complete. Pad 3 - Construction 99% complete.
PRIVATE DEVELOPMENT 7969 Madison Ave Orchard Apts Storage Units	Engineering	Director of Engineering and Assistant Engineer	No	No	Demo tennis courts to make storage unit with sprinkler system.	Payment received for Fees on 04/01/20. District signed plans on 11/23/20. Construction 5% complete.
PRIVATE DEVELOPMENT 7435 Stock Ranch Rd USPI Surgical Center	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-use outpatient surgical center.	All fees paid. District signed plans on 08/18/20. Construction 99% complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-unit housing complex for low-income and homeless.	All fees paid. District provided punchlist. Construction 99% complete.
PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed memory care facility.	Received schematic plans on 05/08/19. Will-Serve letter sent on 05/20/19.
PRIVATE DEVELOPMENT Livoti Development	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Plan check fees paid. Plans signed. Awaiting construction.
PRIVATE DEVELOPMENT 7951 Antelope Rd American River Collegiate Academy	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Provided comments to the first submittal from developer's engineer on 11/18/21.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7800 Greenback Ln Raising Cane's	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Commercial Development.	All fees paid. Construction 80% complete.
PRIVATE DEVELOPMENT 8030 Greenback Ln Popeye's Louisiana Chicken	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development. New Fire Service.	All fees paid 07/12/21. Plans signed on 07/19/21. Awaiting construction.
PRIVATE DEVELOPMENT 8034 Greenback Ln Burger King	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development. Backflow cage and blanket.	Plan check fees paid 06/03/21. Plans signed 06/02/21. Awaiting construction.
PRIVATE DEVELOPMENT 7301 Greenback Ln Safeway Fire Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Interior Tenant Improvements and Fire Improvements.	All fees paid. Construction 99% complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 8556 Pheasant Ridge Ln Fire Improvements</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Extension of water main, addition of fire hydrant, and fire sprinklers.</p>	<p>All fees paid on 03/11/21. Provided comments on revised plans on 12/01/21.</p>
<p>PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments & Annexation</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes (Resolution adopted for Annexation - 12/16/20)</p>	<p>No</p>	<p>Annexation and proposed apartments.</p>	<p>Annexation fees paid. Adoption of Resolution approving annexation occurred at the 12/16/20 Board Meeting. Received planning level documents on 04/06/21 and District provided comments on 04/13/21.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7311 Huntington Square Ln	Engineering	Director of Engineering and Assistant Engineer	No	No	New fire service and domestic water service for additional apartments.	Fees paid 04/29/21. Plans signed on 08/18/21. Easement documents received on 08/17/21. Awaiting construction.
PRIVATE DEVELOPMENT 7078 Auburn Blvd Auburn Heights Townhomes	Engineering	Director of Engineering and Assistant Engineer	No	No	8 Townhomes on undeveloped property.	Plans signed on 09/20/21. All fees paid as of 11/22/21. Awaiting construction.
PRIVATE DEVELOPMENT 7725 Aloha Lane	Engineering	Director of Engineering and Assistant Engineer	No	No	Single Family Resident	Plans approved and fees paid. Operations installed water service on 06/09/21.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8136 Auburn Blvd Self Service Coin Laundry	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of existing building to a self-service coin laundry.	Plan check fees paid. Plans signed on 07/19/21. Awaiting construction.
PRIVATE DEVELOPMENT Talbot Way Citrus Place Subdivision	Engineering	Director of Engineering and Assistant Engineer	No	No	8 lot subdivision	Received plans on 06/21/21. District provided comments to submittal on 07/08/21.
PRIVATE DEVELOPMENT 7311 Hickory Ave Single Family Home	Engineering	Director of Engineering and Assistant Engineer	No	No	Customer requesting water service for a recently split lot.	Verify lot is split prior to initiating new water service.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Bonita Wy, Garry Oak Dr, & Twin Oaks Ave Storm Drain Improvements	Engineering	Senior Construction Inspector and Assistant Engineer	No	Yes	Bonita Wy, Garry Oak Dr & Twin Oaks Ave Storm Drain Project.	Operations relocating water facilities. 99% complete. Engineering to inspect water service relocation by City's contractor. Bonita - 100% complete. Garry Oak - 100% complete. Twin Oaks - 100% complete.
CITY OF CITRUS HEIGHTS PROJECT Chula Vista Dr Storm Drain Improvements	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Chula Vista Dr Storm Drain Project.	Project is on hold at the City as of 09/24/20.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV	Engineering	Senior Construction Inspector and Assistant Engineer	No	Yes	Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.	Construction began June 2021. Operations relocated water facilities. 100% complete. Water facilities relocation by Contractor 99% complete.
CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Complete Streets Phase 2	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north.	District provided Cost Liability letter on 03/25/21.
CITY OF CITRUS HEIGHTS PROJECT Arcade-Cripple Creek Trail Project	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Bike Trail.	District received Cost Liability letter from the City on 10/09/20. District provided comments on the submittal on 06/10/21.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Greenback Lane Complete Streets	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Road Improvements along Greenback Lane	The City submitted plans for review on 10/25/21. District provided comments. Awaiting construction.
District-wide Easement Project	Engineering	Director of Engineering, Project Manager and Assistant Engineer	(06/16/21) Award of Contract	Yes	Research and review District facility locations and easements for potential additions/revisions.	Project status meetings to occur bi-weekly. Easement packets 5% complete.
Review CEQA process for Capital Improvement Projects (CIPs)	Legal	Assistant General Counsel Joshua Nelson and Director of Engineering	TBD	Yes	Review existing CEQA process for CIPs. Update and revise as necessary.	Staff will conduct an initial scoping meeting in Q4 2021. For all other projects, an environmental consultant is hired to oversee the CEQA process.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : December 1, 2021
 PREPARED BY : Tim Cutler, Water Distribution Supervisor
 Rebecca Scott, Director of Operations

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	Nov.	Year to Date		Nov.	Year to Date
Backflow Maintenance	0	0	C21-010 Water Mainline	0	0
Blow Off Maintenance	0	41	C21-011 Water Valves	1	8
Hydrant Maintenance	0	587	C21-012 Water Services	22	287
Leak Investigation	0	1	C21-013 Water Meters	9	280
Mainline Repair/Maintenance	0	6	C21-014 Fire Hydrants	0	10
Meter Box Maintenance	3	36	C21-103 Pot Hole Main	0	1
Meter Register Replacement	34	264	TOTAL	32	586
Meter Repair/Test/Maintenance	1	9	Water Quality		
Pot Hole Work	0	0	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 90 samples were collected with no positive results.</i>		
Water Service Repair/Locate	0	10			
Valve, Mainline Maintenance	0	1,177			
Valve Box Maintenance	0	9			
TOTAL	38	2,140			

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
DECEMBER 15, 2021 MEETING**

SUBJECT : 2021 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : December 2, 2021
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 : Rebecca Scott, Director of Operations

OBJECTIVE:

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

Month	2013	2016	2017	2018	2019	2020	2021				Year-to-Date Comparison to 2013	
	Total Water Monthly acre feet						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
							acre feet					
Jan	602.52	539.60	506.81	531.38	520.86	519.03	491.47	84.07	575.54	575.54	-26.98	-4.5%
Feb	606.36	484.53	443.99	525.73	447.48	589.8	401.12	84.05	485.17	1,060.71	-148.17	-12.3%
Mar	819.55	517.56	546.60	540.78	516.87	654.31	420.62	180.40	601.02	1,661.73	-366.70	-18.1%
Apr	1,029.73	677.81	575.52	646.09	682.90	767.24	726.48	275.48	1,001.96	2,663.69	-394.47	-12.9%
May	1,603.43	979.49	1,138.72	1,072.27	977.41	1,168.99	881.36	395.97	1,277.33	3,941.02	-720.57	-15.5%
Jun	1,816.73	1,343.76	1,412.94	1,387.03	1,328.07	1,475.82	1,042.71	498.61	1,541.32	5,482.34	-995.98	-15.4%
Jul	2,059.21	1,544.57	1,650.76	1,737.13	1,582.40	1,682.83	1,050.37	593.36	1,643.73	7,126.07	-1,411.46	-16.5%
Aug	1,924.28	1,579.80	1,570.80	1,583.78	1,603.36	1,660.59	924.70	614.06	1,538.76	8,664.83	-1,796.98	-17.2%
Sep	1,509.82	1,257.91	1,441.76	1,330.19	1,297.12	1,381.14	985.11	348.18	1,333.29	9,998.12	-1,973.51	-16.5%
Oct	1,297.42	840.80	1,128.97	1,061.88	1,083.17	1,185.00	404.84	567.25	972.09	10,970.21	-2,298.84	-17.3%
Nov	911.55	561.82	631.55	807.7	839.06	779.34	205.79	370.58	576.37	11,546.58	-2,634.02	-18.6%
Dec	700.94	518.62	574.43	558.97	548.17	620.34						
Total	14,881.54	10,846.27	11,622.85	11,782.93	11,426.87	12,484.43	7,534.57	4,012.01	11,546.58	11,546.58		
% of Total							65.25%	34.75%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : December 2, 2021
PREPARED BY : Brian Hensley Water Resources Supervisor
Rebecca Scott, Director of Operations

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of December 1, 2021, storage in Folsom Lake (Lake) was at 357,771 acre-feet, 37 percent of the total capacity of 977,000 acre-feet. This represents an increase in storage of 39,194 acre-feet in the past month.

The District's total water use during November 2021 (576.37 acre-feet) was 63 percent below that of November 2013 (911.55 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
STATUS : Information Item
REPORT DATE : December 6, 2021
PREPARED BY : Rebecca Scott, Director of Operations

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

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of November 2021 included:
 - Six High Efficiency Toilet (HET) rebates were processed, which is the same total as November 2020.
 - The District is processing High-Efficiency Clothes Washer (HECW) rebates in-house. There have been zero rebates processed year to date. The District continues to reach out to customers on social media and our website to promote the HECW rebate program.
 - There were six smart irrigation controllers installed for customers in November, and 116 smart irrigation controllers have been installed year to date.
 - WaterWise completed nine water audits for customers in November.
- Thirty-five Pressure Reducing Valve (PRV) rebates have been issued year to date, including four in November.
- Twenty reports of water waste were received in November. Staff continues reaching out to customers concerning water waste violations and leak notifications.
- The District holds bi-monthly safety meetings. The November safety meetings covered Daylight Saving Time and Cold Stress.

- The 2022 lineup of WaterSmart classes is below:

Date	Title
Thursday, Feb 3 12 noon – 1:00 p.m.	Capturing That Rain for Your Landscape (Webinar) By Cheryl Buckwalter
Saturday, March 5	Sprinkler Tune-up Time (In-Person) By Jessy Parker
Thursday, April 7 12 noon – 1:00 p.m.	Turning Dirt into Gold: How to Build Healthy Soil (Webinar) By Kit Veerkamp
Sat., Sept. 10	So You Planted a Garden, Now What? (In Person) By Jessy Parker
Sat., Sept. 17	Fall for Native Plants: How to Plant and Cook with the Region's Flora (In Person) By Chris Lewis

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

- CHWD has three garden plots at the Sylvan Ranch Community Garden featuring water efficient landscaping. CHWD is working with a customer based volunteer “Garden Corps,” who maintains the plots by removing weeds and checking the irrigation system and controller timers.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date for 2021:

Month	R-GPCD 2020	R-GPCD 2021	% CHANGE
January	76	84	+10.5%
February	92	78	-15.2%
March	95	88	-7.3%
April	116	135	+16.3%
May	170	169	-0.7%
June	222	172	-22.4%
July	245	230	-6.3%
August	242	187	-23%
September	208	178	-14%
October	147	118	-20%
November	117	80	-32%

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 REGULAR MEETING

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

STATUS : Action Item

REPORT DATE : November 30, 2021

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

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

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

On October 20, 2021 CHWD Board of Directors adopted Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors consistent with the requirements of AB 361. CHWD Board of Directors voted 3-0 to extend Resolution 07-2021 at its November 17, 2021 Regular Meeting.

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

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

RECOMMENDATION:

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

ATTACHMENT:

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

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 07-2021

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

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

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

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

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

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

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

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

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

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

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

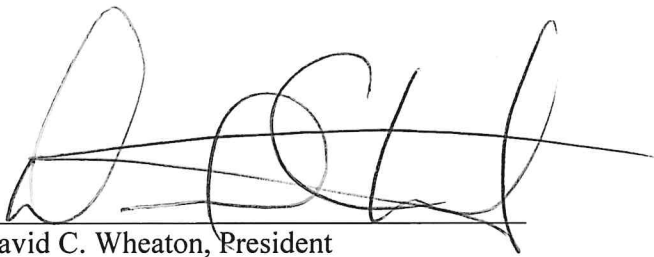
Section 2. Remote Teleconference Meetings: Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials in Sacramento County have recommended measures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

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

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

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

AYES:
NOES:
ABSENT:
ABSTAINED:



David C. Wheaton, President

ATTEST:



Brittney Moore, Deputy Board Clerk

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH LUND CONSTRUCTION CO. FOR THE PRATT AVENUE WATER TRANSMISSION MAIN PROJECT

STATUS : Action Item

REPORT DATE : December 1, 2021

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

OBJECTIVE:

Consider acceptance of a bid to install a water transmission main along Pratt Avenue from Auburn Boulevard extending east approximately 880 feet.

BACKGROUND AND ANALYSIS:

The Pratt Avenue Water Transmission Main Project (Project) will complete a capital improvement project that is part of the District’s 1999-2029 Capital Improvement Plan. This Project appears in the 2021 Capital Projects Budget as the Pratt Avenue Water Transmission Main Project (C21-103). The Project includes installing 880 linear feet of 18-inch water transmission main, one (1) 2-inch air/vacuum valve, and two (2) 1-inch water service with curb stop.

The District received six (6) sealed proposals on November 30, 2021, at which time proposals were opened and read publicly. Bids received are as follows:

1.	Lund Construction Co.	\$403,870.00
2.	Rawles Engineering, Inc.	\$407,016.00
3.	Flowline Contractors, Inc.	\$420,704.00
4.	Doug Veerkamp General Engineering, Inc.	\$470,740.00
5.	C. E. Cox Engineering, Inc.	\$473,070.00
6.	Western Engineering Contractors, Inc.	\$565,560.00

The lowest responsive bid received was from Lund Construction Co., North Highlands, Ca, at \$403,870.00 as noted above. This bid was approximately 3.8% above the Engineering Estimate of \$388,878.00. Staff reviewed the bid items to determine why the contractor’s bid price was slightly higher than the Engineering Estimate and determined the water main unit pricing was the main contributing factor. Since the price is only slightly higher than the Engineering Estimate and there are sufficient funds within the 2022 adopted Capital Projects Budget for this Project, staff recommends acceptance of the lowest responsive bid.

RECOMMENDATION:

Accept the bid of Lund Construction Co. in the amount of \$403,870.00 and establish a contingency fund in the amount of \$40,387.00 (10%), for a total amount of \$444,257.00. Authorize the General Manager to execute an agreement with Lund Construction Co.

ATTACHMENT:

Pratt Avenue Water Transmission Main Project Construction Agreement

ACTION:

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

PRATT AVENUE WATER TRANSMISSION MAIN PROJECT

SPECIFICATIONS FOR PROJECT NO. C21-103



CONSTRUCTION AGREEMENT



**CITRUS
HEIGHTS**

**WATER
DISTRICT**

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

916/725-6873 • 916/725-0345 Fax

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**SECTION 00100
NOTICE INVITING BIDS**

NOTICE INVITING BIDS

Citrus Heights Water District ("District") will receive sealed bids for the Pratt Avenue Water Transmission Main Project no later than November 30, 2021 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 roadway of Pratt Avenue within the City of Citrus Heights. The work to be completed includes, but is not limited to, installing 880 linear feet of 18-inch water main, two (2) 1-inch water service with curb stop, and one (1) 2-inch air/vacuum relief valve.

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

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

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

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

**SECTION 00100
NOTICE INVITING BIDS**

SECTION 00100
NOTICE INVITING BIDS

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

A MANDATORY Pre-Bid Conference will be held at **6230 Sylvan Road, Citrus Heights, CA 95611** on the following date and time: November 16, 2021 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 November 22, 2021 before 5:00 PM. Submission shall be sent via email to Paul Dietrich at pauld@chwd.org. An addendum will be created to address all questions and sent to all attendees of the Mandatory Pre-Bid Conference via email by end-of-day November 23, 2021.

The District's preliminary cost estimate for this Project is \$388,878.00

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.

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

SECTION 00100
NOTICE INVITING BIDS

**SECTION 00100
NOTICE INVITING BIDS**

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, CA 95610
e-mail: pauld@chwd.org

and received no later than November 22, 2021 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 Manger, 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 <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. 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

**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:

**PRATT AVENUE
WATER TRANSMISSION MAIN PROJECT**

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

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

Bid Item	Description	Quantity	Units	Unit Cost	Price
1	Mobilization. (8% Max. of total)	1	Lump Sum	13,730.00	13,730.00
2	Sheeting, shoring and bracing. (1% Max. total)	1	Lump Sum	2,250.00	2,250.00
3	Traffic control plan and implementation. (5% Max. of total)	1	Lump Sum	16,300.00	16,300.00
4	Storm water pollution prevention implementation. (1% Max. of total)	1	Lump Sum	2,400.00	2,400.00
5	Install 18" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	880	Lineal Feet	326.00	286,880.00
6	18" connection to existing 18" water main.	2	Each	4,725.00	9,450.00
7	Install 2" Air/Vacuum Valve	1	Each	9,500.00	9,500.00
8	Install 1" water service with curb stop.	2	Each	4,700.00	9,400.00
9	4" Max. depth Asphaltic Concrete (AC) paving restoration.	8200	Square Feet	5.80	47,560.00
10	Landscape Restoration.	100	Square Feet	41.00	4,100.00

**SECTION 00400
 BID FORM**

Bid Item	Description	Quantity	Units	Unit Cost	Price
11	Remove existing valve box.	1	Each	2,300.00	2,300.00

Bidders must provide pricing for every bid item.

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

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

\$ 403,870.00
 Total Bid Price in Numbers

FOUR HUNDRED THREE THOUSAND EIGHT HUNDRED SEVENTY AND 0/100 DOLLARS
 Total Bid Price in Written Form

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

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

If the Contract Documents specify alternate bid items, the Alternate Additive or Deductive Bid amounts shall be added to or deducted from the Total Bid Price at the District's sole option. The District can choose to include one or more of the Alternate Bids in the Project. If any of the Alternate Bids are selected by the District, the resulting amount shall be

**SECTION 00400
BID FORM**

added to or deducted from Total Bid Price for the Project. The District may select one or more of the Alternate Bids at the stated Bid Price up to sixty (60) Days following award of the Contract. The District can award/select Alternate Bid items at any time(s).

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

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 342677, Expiration Date 05/31/22, class of license A. Bidder certifies that it and all sub-contractors are registered with the Department of Industrial Relations to perform public work, Registration No. 1000005212 (provide DIR for all sub-contractors, separate pages may be attached as needed). If the bidder is a joint venture, each member of the joint venture must include the above information.

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

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

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

Name of Bidder Lund Construction Co.

Signature Kevin M. Lund

Name and Title Kevin M. Lund, President

Dated 11.30.2021

**SECTION 00400
BID FORM**

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 President

Dated 11.30.2021

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 November 30, 2021, for _____
Pratt Avenue Water Transmission Main Project, Project No. C21-103
(INSERT PROJECT NAME).

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this
instrument under their several seals this 4th Day of November, 2021, the name
and corporate seal of each corporation.

(Corporate Seal)

Lund Construction Co.

Contractor/ Principal

By Kevin M Lund

Title President

Western Surety Company

(Corporate Seal)

Surety

By Andrea Cantlon

Andrea Cantlon, Attorney-in-Fact

Title

Western Surety Company

151 N. Franklin St.

Chicago, IL 60606

775-336-1987

(Attach Attorney-in-Fact Certificate)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 11/29/2021 before me, M. Kokorevich, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kevin M Lund
Name(s) of Signer(s)

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 M. Kokorevich
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

SECTION 00410
BID BOND

Notary Acknowledgment

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

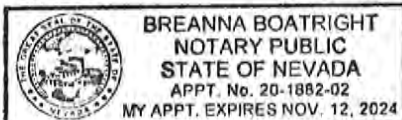
STATE OF ~~CALIFORNIA~~ Nevada
COUNTY OF Washoe

On November 4, 2021, before me, Breanna Boatright, Notary Public, personally appeared Andrea Cantlon, 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.



Signature of Notary Public

WITNESS my hand and official seal.

Breanna Boatright

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Breanna Boatright, Peter Kitowski, Individually

of Reno, NV, 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 22nd day of August, 2021.

WESTERN SURETY COMPANY



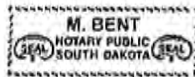
Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of August, 2021, before me personally came Paul T. Bruffat, 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

March 2, 2026



M. Bent
M. Bent, 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 4th day of November, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

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

**SECTION 00420
NON-COLLUSION DECLARATION**

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of 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 11-30-2021 [date], at North Highlands [city], California [state].

Kevin M. Lund

(Signature)

Kevin M. Lund

(Print Name)

President

(Print Title)

11-30-2021

(Date)

END OF NON-COLLUSION DECLARATION

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: 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? 63 years

5.0 How many years has Bidder's organization been in business under its present name? 63 years

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: Kevin M. Lund

6.4 Vice-President's Name(s): Matt Tornay

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.

California only

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

Grading, wet utilities, dry utilities, misc paving, and misc concrete

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**

None.

13.0 List Trade References:

Taylor-Morrison Homes - (916)608-7584, 81 Blue Ravine Rd, Ste 220, Folsom, CA

Citrus Heights Water District - (916)725-6873, 6230 Sylvan Road, Citrus Hights, CA

KB Homes - (916)472-3001, 1164 Galleria Blvd, Ste 150, Roseville, CA

SMUD - (916)732-6882, 6201 S Street, Sacramento, CA

14.0 List Bank References (Bank and Branch Address):

Five Star Bank - 2240 Douglas Blvd, Ste 100, Roseville, CA 95661

Central Valley Community Bank - 2999 Douglas Blvd, Ste 160, Roseville, CA 95661

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

Western Surety Company, 8880 Center Drive, #410, Sacramento, CA 95826

Agent - LP Insurance Services, Andrea Cantlon, (775)336-1987

**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
See attached.				

**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
See attached.				

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:



5302 Roseville Road,
North Highlands, CA 95660
www.LundConst.com

LUND
CONSTRUCTION CO.

Phone: 916-344-5800
Fax: 916-338-2725
License #: 342677

Current Projects List November 2021

Dunn Ranch Estates
\$2,675,280
Grading & Wet Utilities
Yuba City, Sutter County, CA
Interwest Homes
John Mallen 530.742.6485 x126 (o)

Rocklin Meadows
\$2,238,612
Grading & Wet Utilities
Rocklin, Placer County, CA
New Home Company
Alan Douglas 916.740.3920 (o)

Bonita Garry Oak Twin Oaks
\$1,273,178
Wet Utilities
Citrus Heights, Sacramento County, CA
City of Citrus Heights
Patrick Leonard 530.591.2011 (o)

Turkey Creek Ph 3A JT
\$1,161,748
Joint Trench Dry Utilities
Lincoln, Placer County, CA
Taylor Morrison
Greg Martin 916.355.8900 (o)

Mason Trails Ph 2 JT
\$496,416
Joint Trench Dry Utilities
Roseville, Placer County, CA
Taylor Builders
Bob Minturn 916.778.0008 (o)

North 80 Ph 1 Hwy Comm
\$1,828,128
Grading and Wet Utilities
Sacramento, Sacramento County, CA
Peabody Engineering
Ross Peabody 916.731.8088



5302 Roseville Road.
North Highlands, CA 95660
www.LundConst.com

LUND
CONSTRUCTION CO.

Phone: 916-344-5800
Fax: 916-338-2725
License #: 342677

Completed Projects List
(January 2021)

Grantline 208 Basin A
\$644,856
Detention Basin
Nov 2019 on time
Rancho Cordova, Sac County, CA
Lennar Homes
Dan Morse 916.746.8523 (o)

12 Bridges Village 1 JT
\$1,275,688
Joint Trench
Nov 2019 on time
Lincoln, Placer County, CA
KB Homes
Matt Hogan 916.847.5003 (m)

West St Transmission Main
\$1,863,031
Water Main
Sept 2019 on time
Woodland, Yolo County, CA
City of Woodland
Ed Wisniewski 530.419.4324 (m)

Federico Westpark
\$1,203,089
Joint Trench Backbone
Sept 2019 on time
Roseville, Placer County, CA
Taylor Builders
Bob Minturn 916.257.4065 (m)

Gum Ranch Unit 1
\$9,512,853
Grading & Wet Utilities
Oct 2019 on time
Sacramento, Sac County, CA
Elliott Homes
Ed Regan 916.331.4430 (m)

Milestone Elk Grove
\$4,120,919
Mass Grading, JT, Topside
May 2019 on time
Elk Grove, Sac County, CA
Taylor Morrison
Greg Martin 916.343.1144 (m)

Silver Dollar RV Parking
\$695,061
Grading
Apr 2019 on time
Chico, Butte County, CA
AMA Diversified
Aaron Arellanes 707.775.5818 (m)

Empire Ranch Village 32C SMUD
\$252,169
SMUD Install
March 2019 on time
Folsom, Sac County, CA
Elliott Homes
Ed Regan 916.331.4430 (m)

Oyang North
\$5,720,608
Mass Grading, Wets Utilities, Topside
March 2019 on time
Woodland, Yolo County, CA
KB Homes
Matt Hogan 916.847.5003 (m)

Old Auburn/Patton Ave/Watson Wtr
\$414,838.30
Water Main Replacement
Jan 2020 on time
Citrus Heights, Sac County, CA
Citrus Heights Wtr District
Paul Dietrich 916.833.0704 (m)

**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:

Foreman // Eric Baltzley 100%

Ops Management // Mark Oliveira 15%

UG Superintendent // Randy Jordan 20%

2. Summarize each person's specialized education:

Eric Baltzley // 35 yrs OE Local 3

Mark Oliveira // BS Construction Management CSU Sacramento

Randy Jordan // 35 yrs OE Local 3 - install underground facilities

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

Eric Baltzley // 35 yrs OE Local 3

Mark Oliveira // 10 years construction experience

Randy Jordan // 35 yrs OE Local 3

4. Summarize such experience:

A total combined experience and education between management,

operations, and field operations of over 65 years.

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

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Additional Bidder's Statements:

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

None

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 President

Dated 11-30-2021

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
AC PAVING	VINTAGE PAVING	WINTERS, CA.	14	LIC.#709237 DIR#100000609

SECTION 00440
LIST OF SUBCONTRACTORS FORM

Name and Title Kevin M. Lund, President

Dated 11.30.2021

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 Kevin M. Lund
Kevin M. Lund

Titled President

Firm Lund Construction Co.

Date 11 30 2021

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 _____, 2021, in the County of Sacramento, State of California, by and between the Citrus Heights Water District, hereinafter called District, and Lund Construction Co., hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

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

Pratt Avenue Water Transmission 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 three thousand eight hundred seventy dollars (\$403,870.00), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

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

SECTION 00500
CONTRACT

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

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

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

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

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

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

SECTION 00500
CONTRACT

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

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

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

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

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

**SECTION 00500
CONTRACT**

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

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

END OF CONTRACT

**SECTION 00610
PERFORMANCE BOND**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit 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 00620
PAYMENT BOND**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

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

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

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

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

**SECTION 00620
PAYMENT BOND**

**SECTION 00620
PAYMENT BOND**

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

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

**SECTION 00700
GENERAL CONDITIONS**

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

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

ARTICLE 2. CONTRACT DOCUMENTS

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

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

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

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

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

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

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

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

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

a. **Existing Utilities**

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

b. **Utility Location**

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

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

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

c. Utility Relocation and Repair

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

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

ARTICLE 6. SCHEDULE

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

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ARTICLE 7. SUBSTITUTIONS

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

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

ARTICLE 8. SHOP DRAWINGS

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

ARTICLE 9. SUBMITTALS

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

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

ARTICLE 10. MATERIALS

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

ARTICLE 11. CONTRACTOR'S SUPERVISION

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

ARTICLE 12. WORKERS

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

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

ARTICLE 13. SUBCONTRACTORS

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

ARTICLE 14. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

ARTICLE 15. PERMITS AND LICENSES

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

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

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

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

ARTICLE 16. UTILITY USAGE

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

ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES

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

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ARTICLE 18. TRENCHES

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

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

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

ARTICLE 19. DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 20. REMOVAL OF HAZARDOUS MATERIALS

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

ARTICLE 21. SANITARY FACILITIES

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

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ARTICLE 22. AIR POLLUTION CONTROL

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

ARTICLE 23. COMPLIANCE WITH STATE STORM WATER PERMIT

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

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

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

ARTICLE 24. CLEANING UP

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

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

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

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ARTICLE 26. EXCESSIVE NOISE

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

ARTICLE 27. TESTS AND INSPECTIONS

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

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

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

ARTICLE 28. PROTECTION OF WORK AND PROPERTY

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

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

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

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

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

ARTICLE 29. CONTRACTORS MEANS AND METHODS

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

ARTICLE 30. AUTHORIZED REPRESENTATIVES

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

ARTICLE 31. HOURS OF WORK

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

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ARTICLE 32. PAYROLL RECORDS

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

ARTICLE 33. PREVAILING RATES OF WAGES

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

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

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

ARTICLE 34. EMPLOYMENT OF APPRENTICES

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

ARTICLE 35. LABOR COMPLIANCE

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

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this contract and applicable law in its bid.

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

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

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

ARTICLE 36. CONTRACTOR AND SUBCONTRACTOR REGISTRATION

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

ARTICLE 37. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

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

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

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

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

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

ARTICLE 38. LABOR/EMPLOYMENT SAFETY

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

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

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

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

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

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

ARTICLE 39. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

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

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

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

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

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

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

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ARTICLE 43. MOBILIZATION

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

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

ARTICLE 44. PAYMENTS

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

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

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

ARTICLE 45. PAYMENTS WITHHELD AND BACKCHARGES

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

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

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

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

ARTICLE 46. CHANGES AND EXTRA WORK

a. Change Order Work.

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

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

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

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

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

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

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

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

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

ARTICLE 47. OCCUPANCY

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

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ARTICLE 48. INDEMNIFICATION

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

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

ARTICLE 49. RECORD ("AS BUILT") DRAWINGS

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

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

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

ARTICLE 50. RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 51. DISTRICT'S RIGHT TO TERMINATE CONTRACT

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

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

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

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

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

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

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

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

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

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

ARTICLE 52. WARRANTY AND GUARANTEE

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

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

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

ARTICLE 53. DOCUMENT RETENTION & EXAMINATION

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

ARTICLE 54. SOILS INVESTIGATIONS

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

ARTICLE 55. SEPARATE CONTRACTS

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

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

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

ARTICLE 56. NOTICE AND SERVICE THEREOF

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

ARTICLE 57. NOTICE OF THIRD PARTY CLAIMS

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

ARTICLE 58. STATE LICENSE BOARD NOTICE

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

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

ARTICLE 59. INTEGRATION

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

ARTICLE 60. ASSIGNMENT

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

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

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

ARTICLE 62. ASSIGNMENT OF ANTITRUST ACTIONS

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

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

ARTICLE 63. PROHIBITED INTERESTS

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

ARTICLE 64. LAWS AND REGULATIONS

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

ARTICLE 65. PATENT FEES OR ROYALTIES.

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

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ARTICLE 66. OWNERSHIP OF DRAWING

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

ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

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

END OF GENERAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

SPECIAL CONDITIONS

SP – 1 DIFFERING SITE CONDITIONS

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

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

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

SP – 2 USE OF STANDARDS

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

SP – 3 DESCRIPTION OF BID ITEMS

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

SP – 4 DAMAGE TO PAVEMENT AND CONCRETE

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

END OF SPECIAL CONDITIONS

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**SECTION 00900
GENERAL SPECIFICATIONS**

PRATT AVENUE WATER TRANSMISSION MAIN PROJECT
C21-103

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:

- 880 lineal feet of 18" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)

The work shall also include installing:

- One (1) 2" air/vacuum valve

The work shall also include installing:

- Two (2) 1" water service with curb stop

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 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

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Environmental Quality Act (CEQA).

3. CONTRACTOR FURNISHED ITEMS

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

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4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

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

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

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

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

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

Bid Item 3, Traffic Control Plan and Implementation: Includes preparing and obtaining approval for a Traffic Control Plan, procurement and placement of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plan. The Contractor shall coordinate required inspections with the 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

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stationary mounted signs, project information signs, flagging, removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, as shown on the Project Plans and as directed by the City Inspector. This bid item also includes any traffic control necessary for night time work, if necessary.

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

Bid Item 4, 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 Inspector 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 18" 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 18" 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 DETAIL "TREN_717"*

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Bid Item 6, 18" Connection to Existing 18" Water Main: Includes connecting newly constructed 18" water main to existing 18" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

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

See *PROJECT PLANS, Sheet 5, Note 2.*

Bid Item 7, Install 2" Air/Vacuum Valve – Below Ground: Includes the installation of a 2" Type K hard copper water service and 2" inch air/vacuum valve below ground. Installation to be by open-cut trenching to achieve proper grade. Includes reinforced concrete pad and protective enclosure. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, non-detectable locator tape, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS "AV_422", "TREN_722", "TREN_723"*

Bid Item 8, Install 1" Water Service with Curb Stop: Includes the installation of a 1" polyethylene water service as specified by trenching or directional boring. Includes installation of a 1" curb stop and connecting to customer's existing 1" meter setter at the existing meter box with all brass fittings as required. Includes excavating and reinstalling the existing meter box to proper grade with new 2" x 6" pressure treated Douglas Fir supports and replacing the ¾" clean crushed rock. Includes cutting, capping, and abandoning the existing water service. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, and excavation, non-detectable locator tape, #10 insulated copper locator wire, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS "WS_108PE", Detail TREN_722" and "TREN_723CH".*

Bid Item 9, 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 County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right -of-way. Includes replacement of pavement striping, lettering, and reflective buttons, disturbed during the project and as directed by the Inspector.

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

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

See *CONSTRUCTION DETAILS "TREN_717CH" and "TREN_723CH"*.

Bid Item 10, 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 11, Remove Existing Valve Box: Includes removing and disposing of an existing blow-off valve box and cutting and capping the existing access riser 12-inches minimum below grade. Includes $\frac{3}{4}$ " aggregate base backfill, mechanical compaction to 95%, and restoration of existing driveway as needed to match existing concrete pavers. Payment shall be at the contract unit price, complete.

See *PROJECT PLANS, Sheet 5, Note 5*.

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5. ORDER OF WORK

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

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

6. BACTERIOLOGICAL TESTING PROCEDURE AND TIMETABLE

Before project construction begins:

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

During project:

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

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

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

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

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

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

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

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

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

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

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

---24-hour notification period---

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

7. EXCAVATION AND POTHOLING

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

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

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

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

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

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

8. REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

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

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

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the utility to provide for removal or relocation of such utility facilities.

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

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

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

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

9. HOURS OF WORK

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

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

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

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10. MATERIAL SUBMITTALS

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

Submittal List

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

11. VARIATIONS FROM PLANS AND SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS

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

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

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

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

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12. CALIFORNIA CONTRACTOR'S LICENSE CLASSIFICATION

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

13. SUBCONTRACT DOCUMENTS

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

14. PERMIT FOR CONSTRUCTION WATER

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

15. SAFETY AND HEALTH PROVISIONS

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

16. INJURY AND ILLNESS PREVENTION/HAZARD COMMUNICATION

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

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17. PRE-CONSTRUCTION CONFERENCE

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

18. PROJECT MEETINGS

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

19. CONSTRUCTION SCHEDULE

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

20. EMERGENT MATTERS AFTER HOURS

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

21. EMERGENCY CONTACT AND CONTRACTOR RESPONSE

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

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

22. TRENCH AND EXCAVATION COMPETENT PERSON ASSIGNMENT AND RESPONSIBILITIES

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

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Trench and Excavation “Competent Person” Assignment

PROJECT NAME: _____

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

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

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

As such, the individual has the ability to detect:

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

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

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

Designated by:

Signature: _____ Date _____

Name _____ Title _____

_____ Title _____ Date _____

Signature of individual assigned as Competent Person:

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

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

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**PRATT AVENUE WATER TRANSMISSION MAIN PROJECT
C21-103**

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 the City of Citrus Heights.

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

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

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

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

3. Damage to Pavement and Concrete

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

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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 City of Citrus Heights Encroachment Inspectors. Requirements of the Encroachment Permit shall prevail.

5. Minimum Cover

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

6. Backfill, Compaction, and Compaction Testing

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

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

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

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

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

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

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

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

7. Thrust Blocks

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

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

8. Temporary Trench Restoration

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

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

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9. Service Valve Locations and Meter Installations

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

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

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

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

10. Connection to Existing Services

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

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

11. Flushing Service Lines

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

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

12. Bronze Service Saddles

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

13. Corporation Stops and Ball Valves

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

14. Brass Fittings

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

15. Compression Couplings

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

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

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

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

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

17. Resilient Wedge Gate Valves

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

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ANSI/NSF 61.

The valve shall have a 250 psig working pressure.

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

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

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

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

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

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

18. Chlorination and Flushing

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

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

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

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

19. Sprinklers

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

20. Concrete Restoration

◆ **Materials**

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

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

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

◆ **Installation**

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

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

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

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◆ **Saw-cutting**

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

◆ **Placement**

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

◆ **Vandalism**

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

21. Landscape Restoration

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

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

1. Sod removal and replacement
2. Ground Cover removal and replacement
3. Shrub removal and replacement
4. Pruning
5. Grading
6. Mulching – Shredded Bark
7. Weed Retardant Fabric replacement

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- 8. Cleanup
- 9. Restoration of Sprinkler Systems

◆ **Sod Removal and Replacement**

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

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

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

◆ **Ground Cover Removal and Replacement**

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

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

◆ **Shrub Removal and Replacement**

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

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◆ **Pruning**

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

◆ **Grading**

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

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

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

◆ **Mulching**

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

◆ **Weed Retardant Fabric Replacement**

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

◆ **Cleanup**

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

◆ **Guarantee and Replacement**

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

22. Maintaining Traffic, Public Convenience and Safety

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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 of Citrus Heights and District have approved them in writing.

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

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

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

Any closure or detour of pedestrian access for Contractor's convenience shall be approved in writing by City of Citrus Heights and District prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be

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

23. Public Notification

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

24. Construction Layout and Staking

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

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

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

- Staking Saw Cut Line
- Staking Construction Area Signs
- Traffic control except as noted below

Contractor Responsibilities:

- Discuss scheduling of staking needs for Contractor operations and time estimates of staking operations with the District Inspector. Staking needs shall be included on the biweekly schedule updates.
- Request construction stakes a minimum of three (3) working days in advance of starting an operation that will use the stakes (i.e. if stakes are to be used Thursday,

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the staking request shall be submitted on Monday). Weekends and holidays are not considered working days.

- Submit suitable requests for construction stakes, ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within five (5) days of staking.
- Coordinate construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in safe and expeditious manner to the satisfaction of the District Inspector.
- Contractor shall provide a safe working environment for the survey crews.
- Contractor shall establish priorities for requested construction stakes and note the priorities on the staking request.
- Contractor shall preserve all construction stakes. Replacement of stakes will be completed at the expense of the Contractor.
- The Contractor will coordinate with the District Inspector regarding the location and placement of Fire Hydrants, Valves, Tees, Crosses, Water Services, ARVs and related appurtenances. The final location of these facilities will require approval from the District Inspector.

If the area or facility is not prepared satisfactorily for the stakes, as determined by the District Inspector, the staking request will be voided by the District Inspector and the Contractor shall submit a new request for the stakes when the area or facility has been properly prepared. If survey crews have been mobilized to an area that is not ready for stakes, the District will provide written documentation and charge the Contractor with re-staking charges for the survey crew's time.

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

END OF SPECIAL PROVISIONS

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**SECTION 01100
PROJECT PLANS**

PRATT AVENUE WATER TRANSMISSION MAIN PROJECT
C21-103

The following Project Plans pertain to Citrus Heights Water District's Pratt Avenue Water Transmission Main Project C21-103:

8 Sheets

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

**SECTION 01200
ENCROACHMENT PERMIT DOCUMENTS**

**PRATT AVENUE WATER TRANSMISSION MAIN PROJECT
C21-103**

The following Encroachment Permit Documents pertain to Citrus Heights Water District's Pratt Avenue Water Transmission Main Project C21-103:

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)



ENCROACHMENT PERMIT APPLICATION

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

EMAIL: EncPermits@CitrusHeights.net

APPLICANT INFORMATION

NEW? _____

EXISTING PERMIT _____

Application Date: _____ Applicant/Business Name: _____

Address: _____ City: _____ State _____ Zip _____

Phone# _____ Cell# _____ Fax: _____

Applicant Business Email Address: _____ Contractor Lic#: _____

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

Office Contact Email: _____ Business License Number: _____

Applicant is a subcontractor performing work for:

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

JOB INFORMATION

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

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

Job Address/Location: _____ Nearest Cross Street: _____

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

Foreman or Field Contact Name: _____ Cell#: _____

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

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

EXCAVATION - Estimated Crackseal Fee \$1.80 /LF

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

PIPES:

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

Other Notes: _____

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

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

Work Detail: _____

TCP TEMPLATES: _____

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

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

Applicant Signature: _____ Date: _____

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

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

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

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

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

Do not return to the city.

Keep on job site with approved permit copy.

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

A. Workers' Compensation & Employers Liability

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

B. General Liability

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

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

C. Automobile Liability

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

D. Standards for Insurance Companies

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

Do not return to the city.

Keep on job site with approved permit copy.

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

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

Do not return to the city.

Keep on job site with approved permit copy.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO AMEND THE AGREEMENT WITH FLOWLINE CONTRACTORS FOR THE FAIR OAKS BOULEVARD WATER MAIN PROJECT

STATUS : Action Item

REPORT DATE : December 7, 2021

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

OBJECTIVE:

Consider amendment of the Agreement with Flowline Contractors, Inc. for the Fair Oaks Boulevard Water Main Project and establish a new contingency fund.

BACKGROUND AND ANALYSIS:

The Fair Oaks Boulevard Water Main Project (Project) will complete a capital improvement project that is part of the District’s 1999-2029 Capital Improvement Plan. This Project appears in the 2021 Capital Projects Budget as the Fair Oaks Boulevard Main Project (C20-101). The Project includes installing 496 linear feet of 12-inch water main, 12 linear feet of 6-inch water main, three (3) 12-inch gate valves, one (1) 6-inch gate valve, one (1) steamer fire hydrant, and one (1) 1-inch water service with curb stop.

The District awarded the Project to the lowest responsive bidder, Flowline Contractors, Inc. at the August 18, 2021 Board meeting to include a contingency fund in the amount of \$26,127 (10%). The Engineer’s Estimate and the total approved Project amount is summarized in Table 1.

**Table 1
Approved Contract Amount**

Item	Amount
Engineer’s Estimate	\$230,288
Flowline Contractors, Inc. Bid Amount	\$261,273
10% Contingency	\$26,127
Total Approved Project Amount	\$287,400

The Project is nearing completion and additional quantities for certain bid items, including concrete and pavement restoration and pipeline linear footage, have been identified. The total amount for the additional bid quantities is estimated at \$19,914 (see Table 2 below). These items have used up a significant portion of the 10% contingency.

**Table 2
Additional Bid Quantities**

Item	Amount
Approved 10% Contingency	\$26,127
Estimated Cost of Additional Bid Quantities	\$19,914
Remaining Contingency Amount	\$6,213

The contractor has also submitted a request for a change order for various items that have occurred during the course of the Project that were not known at the time of the bid. The change order costs included

jackhammering through 2-feet of asphalt and concrete and tunneling below an unknown 4-feet by 4-feet concrete structure encountered during trench excavation. There were also 3 unknown utility crossings that required additional fittings and excavation. The total for this work is \$24,540. Staff is also requesting an additional \$5,000 be added as a contingency to complete any other work not known at this time. The total requested amount is summarized in Table 3.

Table 3
Total Project Request

Item	Amount
Change Order Total	\$24,540
Less Remaining Contingency Amount	\$6,213
Amount Over Approved Contract Amount	\$18,327
Additional Requested Contingency	\$5,000
Total Requested Amount	\$23,327

If the Board approves this request, the original approved Project amount of \$287,400 will be increased to \$310,727.

There are sufficient funds in the 2021 Capital Improvement Project Budget (C20-101) since a private development project will be installing a portion of the water main that was originally anticipated to be part of this Project.

RECOMMENDATION:

Amend the agreement with Flowline Contractors for the Fair Oaks Boulevard Water Main Project in the amount of \$18,327 and establish a new contingency fund in the amount of \$5,000 for a total amount of \$23,327.

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : PUBLIC HEARING AND RESOLUTION FOR ELECTORAL DIVISIONS
BASED ON 2020 FEDERAL CENSUS

STATUS : Action Item

REPORT DATE : December 7, 2021

PREPARED BY : Brittney Moore, Senior Management Analyst
Josh Nelson, Assistant General Counsel

OBJECTIVE:

Conduct a public hearing and adopt a Resolution to reaffirm the existing electoral divisions for the Board of Directors.

BACKGROUND AND ANALYSIS:

The Citrus Heights Water District elects its Board of Directors through a “by-division” electoral system in which each Board Member must reside within and be elected from a division. Under Water Code section 21605, the District is required to adjust its boundaries each federal census pursuant to applicable provisions of the Elections Code. These provisions require that the District review its division boundaries after each census to ensure that the divisions remain equal in population to the extent practicable. In doing so, the Board of Directors may give consideration to (a) topography, (b) geography, (c) cohesiveness, contiguity, integrity, and compactness of territory, and (d) community of interests.

The District has received and reviewed the data from the census. It shows relatively little in changes in the divisions. There is only a 4% deviation in population. This is well below the recognized 10% threshold for making this determination. For this reason, staff recommends that the Board retain the current division boundaries as is.

RECOMMENDATION:

Conduct the public hearing and adopt Resolution 12-2021 Approving Boundaries for the District’s Electoral Divisions.

ATTACHMENT:

Resolution 12-2021

ACTION:

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

RESOLUTION NO. 12-2021

A RESOLUTION OF THE CITRUS HEIGHTS WATER DISTRICT APPROVING BOUNDARIES FOR THE DISTRICT'S ELECTORAL DIVISIONS

WHEREAS, Board members of the Citrus Heights Water District ("District") are elected by division; and

WHEREAS, Water Code section 21605 provides that the boundaries of the District's directorial divisions shall be adjusted as required by Elections Code Section 22000; and

WHEREAS, Elections Code Section 22000 provides that after each decennial census, and using that census as a basis, the District shall, by resolution, adjust the boundaries of its directorial divisions so that the divisions are, as far as practicable, equal in population and that in doing so this Board of Directors may give consideration to (a) topography, (b) geography, (c) cohesiveness, contiguity, integrity, and compactness of territory, and (d) community of interests; and

WHEREAS, the District wishes to leave its existing divisions in place as such divisions are appropriately equal in population and reflect the factors set forth in Section 22000; and

The Board of Directors does hereby resolve as follows:

SECTION 1. Recitals. That the recitals set forth above are true and correct.

SECTION 2. Director Divisions. The District hereby establishes three Director divisions in the Citrus Heights Water District. The boundaries and identifying number of each division shall be as described on the Citrus Heights Water District Division Map attached hereto as "**Exhibit A,**" a copy of which shall also be on file in the District office.

SECTION 3. Execution of Resolution. The President of Board of Directors shall sign this Resolution and the Board Secretary shall attest and certify to the passage and adoption thereof.

SECTION 4. Effective Date. That this Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 15th day of December, 2021.

AYES:

NOES:

ABSENT:

ABSTAINED:

David Wheaton, President

ATTEST:

Brittney Moore, Deputy Board Clerk

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 REGULAR MEETING

SUBJECT : SELECTION OF PRESIDENT AND VICE PRESIDENT
STATUS : Action Item
REPORT DATE : November 30, 2021
PREPARED BY : Brittney Moore, Senior Management Analyst
Susan Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Consider selection of President and Vice President of the Board of Directors.

BACKGROUND AND ANALYSIS:

Pursuant to District Board of Directors and Officers, Policy No. 2010 (attached), a President and Vice President of the Board of Directors are to be elected by a majority vote of the Board in December of each year or as otherwise necessary.

The terms of office will begin as soon as acted upon by the Board.

RECOMMENDATION:

1. Receive nominations for President of the Board of Directors and conduct an election.
2. Receive nominations for Vice President of the Board of Directors and conduct an election.

ATTACHMENT:

Policy 2010 – President and Vice President of the Board of Directors

ACTION:

1. For President: _____

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

2. For Vice President: _____

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

2010.00 PRESIDENT AND VICE PRESIDENT OF THE BOARD OF DIRECTORS

A President and a Vice President of the Board of Directors shall be chosen from members of the Board of Directors. The President and Vice President shall perform duties as established by the Board of Directors and as required by law.

2010.10 Selection and Term of Office of President and Vice President

Each December or as otherwise necessary, the Board of Directors shall elect a President and a Vice President from among its members. Nominations from members of the Board will be requested and a President and a Vice President shall be elected by a majority vote of the Board of Directors. The term of office of the President and the Vice President shall begin immediately upon their election unless otherwise specified by the Board of Directors.

2010.20 Duties of the President

The President of the Board of Directors shall:

- 2010.21 Preside at meetings and hearings of the Board of Directors and conduct said meetings to ensure proper order and decorum.
- 2010.22 Execute documents on behalf of the District that are approved at the meeting including, but not limited to, warrants, resolutions, agreements, and contracts.
- 2010.23 Rule on points of order and passage or failure of motions, resolutions, or ordinances brought before the Board.
- 2010.24 Invite public participation when appropriate during meetings of the Board of Directors.
- 2010.25 Set the time and place for any special or emergency meeting of the Board of Directors.
- 2010.26 Serve as public spokesperson of the Board and express adopted policy of the District when called upon to do so.
- 2010.27 Represent the Board of Directors at public meetings or ceremonies when called upon to do so.
- 2010.28 Perform other duties as may be required by law or as directed by the Board of Directors.
- 2010.29 Appoint a member(s) of the Board of Directors, Officers or staff to serve or represent the District at public meetings, ceremonies or on committees on behalf of the District.

2010.30 Duties of the Vice President

In the absence of the President, the Vice President shall assume the duties of the President until such a time as the President is in attendance. In the event that the office of President is vacant, the

Vice President shall act in the place of the President until the Board of Directors elects a new President.

2010.40 Participation in Meetings of the Board of Directors

The President and Vice President shall have the same rights as other members of the Board of Directors in voting, introducing motions, resolutions, and ordinances, and any discussion of questions that follow said actions.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : APPOINTMENT OF BOARD REPRESENTATIVES AND ALTERNATES
 STATUS : Action Item
 REPORT DATE : November 30, 2021
 PREPARED BY : Brittney Moore, Senior Management Analyst
 Susan Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Consider appointments of members of the Board of Directors, Officers or staff to serve as District representatives to various organizations.

BACKGROUND AND ANALYSIS:

Appointment of Representatives

Pursuant to District practice, each December or as otherwise necessary, the Board of Directors has appointed its Members, Officers, or staff to serve as District representatives and/or alternates to various organizations as follows:

Current 2021 Appointments			
Organization		Representative	Alternate
Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)	Director	David C. Wheaton	Raymond A. Riehle
	Staff	Vacant	Susan Talwar
Association of California Water Agencies (ACWA) Region 4		David C. Wheaton	Hilary M. Straus
Citrus Heights Regional Chamber of Commerce Government Issues Committee		Susan K. Talwar	Vacant
Regional Collaboration Steering Committee	Director	Raymond A. Riehle	Roderick J. Wood
Regional Water Authority (RWA)	Director	David C. Wheaton	Raymond A. Riehle
	Staff	Hilary M. Straus	Rebecca A. Scott
Sacramento Groundwater Authority (SGA)*		Caryl F. Sheehan	David C. Wheaton
Sacramento Water Forum		Rebecca A. Scott	Brian M. Hensley
Customer Advisory Committee		Raymond A. Riehle	Caryl F. Sheehan

*Changes must be confirmed by City of Citrus Heights

Staff will be ready to provide suggestions for these appointments at the December 15 Board Meeting should the Board wish to receive such input. It should be noted that these appointments by the Board of Directors are independent of appointments to ACWA Committees and the Sacramento Local Agency Formation Commission.

RECOMMENDATION:

Appoint Representatives to the following organizations listed below:

2022 Worksheet			
Organization		Representative	Alternate
Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)	Director		
	Staff	Brittney Moore	Sheila Shah
Association of California Water Agencies (ACWA) Region 4			Hilary Straus
Citrus Heights Regional Chamber of Commerce Government Issues Committee		Lea Park-Kim	Susan Talwar
San Juan Family of Agencies	Director		
	Staff	Hilary Straus	General Manager Appointee Based on Issue
Regional Water Authority (RWA)	Director		
	Staff	Hilary Straus	Rebecca Scott
Sacramento Groundwater Authority (SGA)*			
Sacramento Water Forum		Rebecca Scott	Management Analyst- Operations

*Changes must be confirmed by City of Citrus Heights

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 MEETING

SUBJECT : APPOINTMENT OF DISTRICT OFFICERS
 STATUS : Action Item
 REPORT DATE : December 2, 2021
 PREPARED BY : Brittney Moore, Senior Management Analyst
 Susan Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Consider appointments and reconfirmations of District Officers.

BACKGROUND AND ANALYSIS:

Pursuant to District Board of Directors and Officers Policy No. 2200 (attached) the Board of Directors shall appoint or reconfirm appointments of District Officers each December or as otherwise necessary. Current appointments are as follows:

<u>Current Appointments</u>	<u>Officer</u>	<u>Deputy Officer</u>
Assessor/Collector	Alberto Preciado	Dana R. Mellado
Treasurer	Susan K. Talwar	Alberto Preciado
Secretary	Hilary M. Straus	Vacant

Staff recommends that all officers be reappointed to their respective positions.

RECOMMENDATION:

Appoint and/or reconfirm the following District Officers:

	<u>Officer</u>	<u>Deputy Officer</u>
Assessor/Collector	Alberto Preciado	Dana R. Mellado
Treasurer	Susan K. Talwar	Alberto Preciado
Secretary	Hilary M. Straus	Brittney C. Moore

ATTACHMENT:

Policy No. 2200 – Officers of the District

ACTION:

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

2200.00 OFFICERS OF THE DISTRICT

The offices of Assessor, Collector, Treasurer, and the position of Secretary are recognized as Officers of the District.

The office of Assessor and the office of Collector shall be consolidated into one office and titled Assessor / Collector.

2200.10 Appointment of Officers

The following District offices shall be filled by appointment by the Board of Directors to serve at the pleasure of the Board:

Assessor / Collector

Treasurer

Secretary

2200.20 Duties of Officers

The offices established by this policy shall perform all duties as prescribed by applicable law or District policy.

2200.50 Officers' and Deputy Officers' Compensation

Notwithstanding compensation received as employees of the District, Officers and Employees appointed pursuant to this policy shall not receive any additional compensation for their duties as District Officers and/or Deputy Officers.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 15, 2021 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A COST-OF-LIVING ADJUSTMENT TO SALARY SCHEDULE, RETIREE INSURANCE BENEFITS AND DIRECTORS' COMPENSATION

STATUS : Action Item

REPORT DATE : November 30, 2021

PREPARED BY : Brittney Moore, Senior Management Analyst
Susan Talwar, Director of Finance and Administrative Services

OBJECTIVE:

1. Consider amending District Policy No. 4101.A1 to include a Cost-of-Living Adjustment to the District's Salary Schedule effective January 3, 2022;
2. Consider amending District Policy No. 4831, Insurance Benefits for Retirees Retiring After March 19, 1996 for consistency with the amended Salary Schedule.
3. Provide direction to staff regarding Compensation of the Board of Directors.

BACKGROUND AND ANALYSIS:

Cost-of-Living Adjustment to District Salary Schedule

CHWD Policy 4102, Salary Cost of Living Adjustments (COLA), provides for considering a COLA to CHWD's salary schedule upon recommendation by the General Manager and approval by the Board of Directors. The policy directs staff to utilize the Consumer Price Index for All Urban West Consumers (CPI-U), an index of thirteen states, including California, produced by the U.S. Department of Labor. The CPI-U has increased by a total 6 percent for the twelve-month period ending in October 2021 (Attachment 1), with area prices up 0.8 percent over the past month. A significant driver of the year over year increase was the price of food, which rose by 5.4 percent and the increased price of gasoline. Notwithstanding above, in an effort to balance costs and available resources, and consistent with policy updates approved by the Board of Directors at the October 20, 2021 Regular meeting, a COLA-smoothing approach is recommended this year by utilizing the period of January 2021 to June 2021 to determine a proposed COLA adjustment of 3.2 percent for 2022.

Included with this report is the current Salary Schedule Policy No. 4101.A1 (Attachment 2), and a proposed revised Salary Schedule (Attachment 3) that includes salary range adjustments that reflect the recommended 3.2 percent increase. The revised schedule shows salary ranges based upon hourly rates and a calculated average monthly rate based upon the hourly rate. Dollar amounts on the schedule are rounded to the nearest whole cent or dollar as applicable.

Retiree Insurance Benefits

District Human Resources Policy No. 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 provides that the amount of District financial participation in retiree health insurance set forth in the policy will be amended annually in the amount of the percent change in the CPI-U referenced above. A copy of Policy No. 4831 (Attachment 4) with the monthly amounts amended by a 3.2 percent increase is included with this report.

Cost-of-Living Adjustment for Directors' Compensation

The Board of Directors approved Ordinance No. 01-2017 on April 5, 2017 setting Directors' compensation at \$150.00 per day for attending Board meetings and other Board-sanctioned functions. This amount was an update from the previous rate of \$145 per day set forth in Ordinance 01-2008, approved on January 8, 2008.

Under the current Ordinance and District Board of Directors and Officers Policy 2040 (Attachment 5), changes in compensation of Directors requires approval of the Board of Directors (adoption of a new ordinance adjusting the compensation) during an Open Session at a Regular Meeting held at least 60 days prior to the effective date of the change.

A 3.2 percent COLA increase in Directors' compensation would result in an increase of \$4.80 in the daily compensation rate, making the rate \$154.80.

If the Board wishes to amend Director's compensation, a new ordinance will need to be prepared for consideration at a future Board meeting. If adopted, the ordinance would go into effect 60 days following adoption, pursuant to provisions of the State Water Code.

RECOMMENDATION:

1. Amend District Policy No. 4101.A1 Salary Schedule (Attachment 3) as presented to include a 3.2 percent Cost-of-Living Adjustment to the District's Salary Schedule effective January 3, 2022; and
2. Amend District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 (Attachment 4) as presented to include a 3.2 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retirees to reflect said adjustments in the CPI-U; and
3. Provide direction to staff regarding Compensation of the Board of Directors.

Attachments:

1. Consumer Price Index, West Region – October 2021
2. Policy No. 4101.A1 – Salary Schedule
3. Proposed Policy No 4101.A1 – Salary Schedule
4. Proposed Policy No. 4831 – Retiree Insurance Benefits
5. Policy No. 2040 – Compensation and Reimbursement for Directors and Officers

ACTION:

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

ATTACHMENT 1

**Consumer Price Index, West Region-October
2021**



For Release: Wednesday, November 10, 2021

21-1997-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

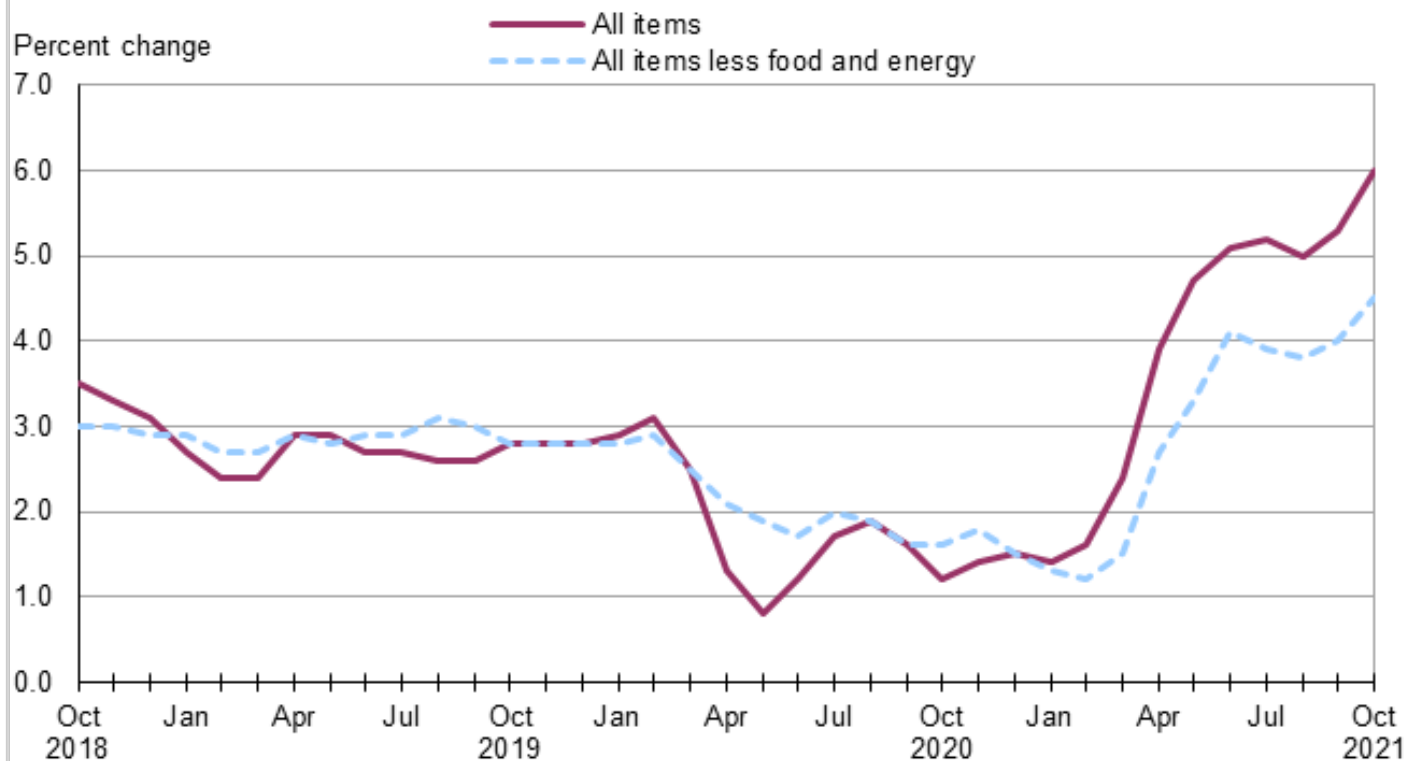
Consumer Price Index, West Region — October 2021

Area prices were up 0.8 percent over the past month, up 6.0 percent from a year ago

Prices in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), increased 0.8 percent in October, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) The October increase was influenced by higher prices for shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U increased 6.0 percent. (See [chart 1](#) and [table A](#).) Food prices rose 5.4 percent. Energy prices jumped 27.8 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 4.5 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, West region, October 2018—October 2021



Source: U.S. Bureau of Labor Statistics.

Food

Food prices increased 0.9 percent for the month of October. (See [table 1.](#)) Prices for food at home increased 1.1 percent, influenced by higher prices for cereals and bakery products (1.7 percent) and meats, poultry, fish, and eggs (1.5 percent). Prices for food away from home increased 0.7 percent for the same period.

Over the year, food prices rose 5.4 percent. Prices for food at home increased 5.8 percent since a year ago, dominated by higher prices for meats, poultry, fish, and eggs (14.6 percent). Prices for food away from home increased 4.9 percent.

Energy

The energy index rose 1.8 percent over the month. The increase was mainly due to higher prices for electricity (2.4 percent). Prices for natural gas service rose 4.5 percent, and prices for gasoline increased 0.9 percent for the same period.

Energy prices jumped 27.8 percent over the year, largely due to higher prices for gasoline (42.8 percent). Prices paid for natural gas service increased 17.6 percent, and prices for electricity rose 8.1 percent during the past year.

All items less food and energy

The index for all items less food and energy increased 0.7 percent in October. Higher prices for new and used motor vehicles (1.4 percent), recreation (1.0 percent), and shelter (0.5 percent) were partially offset by lower prices for education and communication (-0.1 percent).

Over the year, the index for all items less food and energy increased 4.5 percent. Components contributing to the increase included used cars and trucks (26.3 percent), recreation (5.5 percent), and shelter (3.5 percent).

Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2017		2018		2019		2020		2021	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January.....	0.5	2.5	0.5	3.1	0.2	2.7	0.3	2.9	0.2	1.4
February.....	0.6	3.0	0.5	3.1	0.2	2.4	0.4	3.1	0.5	1.6
March.....	0.3	3.1	0.4	3.2	0.4	2.4	-0.2	2.5	0.7	2.4
April.....	0.3	2.9	0.4	3.2	0.8	2.9	-0.4	1.3	1.0	3.9
May.....	0.2	2.6	0.5	3.5	0.5	2.9	0.1	0.8	0.8	4.7
June.....	0.0	2.5	0.2	3.6	0.0	2.7	0.4	1.2	0.9	5.1
July.....	0.1	2.5	0.1	3.6	0.0	2.7	0.5	1.7	0.6	5.2
August.....	0.2	2.7	0.2	3.6	0.1	2.6	0.3	1.9	0.2	5.0
September.....	0.5	2.9	0.3	3.4	0.3	2.6	0.0	1.6	0.2	5.3
October.....	0.3	2.9	0.4	3.5	0.5	2.8	0.2	1.2	0.8	6.0
November.....	0.0	3.1	-0.2	3.3	-0.1	2.8	0.0	1.4		
December.....	0.1	3.1	-0.2	3.1	-0.2	2.8	-0.1	1.5		

The November 2021 Consumer Price Index for the West Region is scheduled to be released on December 10, 2021.

Coronavirus (COVID-19) Pandemic Impact on October 2021 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended almost entirely since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in October was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed.

While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at <https://www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm>.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.
















































The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The West Region covered in this release is comprised of the following thirteen states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods West (1982-84=100 unless otherwise noted)

Item and Group	Indexes				Percent change from-		
	Historical data	Aug. 2021	Sep. 2021	Oct. 2021	Oct. 2020	Aug. 2021	Sep. 2021
Expenditure category							
All Items.....		290.393	291.053	293.397	6.0	1.0	0.8
All items (December 1977=100).....		469.404	470.472	474.260			
Food and beverages		291.059	292.714	295.381	5.3	1.5	0.9
Food		291.915	293.563	296.297	5.4	1.5	0.9
Food at home		273.184	276.214	279.212	5.8	2.2	1.1
Cereals and bakery products		273.850	275.683	280.324	2.9	2.4	1.7
Meats, poultry, fish, and eggs.....		305.328	313.044	317.661	14.6	4.0	1.5
Dairy and related products		247.499	248.095	249.035	1.6	0.6	0.4
Fruits and vegetables		352.899	354.381	357.199	1.1	1.2	0.8
Nonalcoholic beverages and beverage materials.....		194.802	197.773	198.908	6.8	2.1	0.6
Other food at home		227.589	229.150	231.812	4.6	1.9	1.2
Food away from home.....		316.242	315.983	318.338	4.9	0.7	0.7
Alcoholic beverages		276.575	278.304	280.104	3.5	1.3	0.6
Housing		317.480	319.019	321.344	4.0	1.2	0.7
Shelter		365.599	366.780	368.754	3.5	0.9	0.5
Rent of primary residence(1).....		387.334	388.815	390.734	2.6	0.9	0.5
Owners' equiv. rent of residences(1)(2).....		384.151	385.975	388.374	3.3	1.1	0.6
Owners' equiv. rent of primary residence(1)(2).....		384.080	385.876	388.255	3.3	1.1	0.6
Fuels and utilities.....		339.920	342.087	349.302	8.8	2.8	2.1
Household energy		289.239	291.092	299.642	10.5	3.6	2.9
Energy services(1)		291.461	293.039	301.509	10.2	3.4	2.9
Electricity(1).....		322.659	322.529	330.360	8.1	2.4	2.4
Utility (piped) gas service(1).....		235.786	241.875	252.691	17.6	7.2	4.5
Household furnishings and operations		140.539	142.813	144.246	4.3	2.6	1.0
Apparel		117.294	119.128	120.233	5.2	2.5	0.9
Transportation		249.282	246.721	249.555	17.9	0.1	1.1
Private transportation		248.765	247.022	249.813	19.9	0.4	1.1
New and used motor vehicles(3).....		119.949	118.358	120.070	17.0	0.1	1.4
New vehicles		160.827	161.638	163.336	9.1	1.6	1.1
New cars and trucks(3)(4).....		111.723	112.270	113.465	9.2	1.6	1.1
New cars(4).....		158.469	159.196	160.574	8.6	1.3	0.9
Used cars and trucks.....		189.367	182.374	186.515	26.3	-1.5	2.3
Motor fuel		321.517	320.510	323.637	42.8	0.7	1.0
Gasoline (all types).....		320.704	319.671	322.622	42.8	0.6	0.9
Gasoline, unleaded regular(4).....		317.473	316.337	319.375	43.7	0.6	1.0
Gasoline, unleaded midgrade(4)(5).....		306.023	305.294	307.761	39.8	0.6	0.8
Gasoline, unleaded premium(4).....		313.192	312.584	315.063	39.0	0.6	0.8
Motor vehicle insurance(6).....		820.964	817.470	818.567	4.5	-0.3	0.1
Medical Care		542.553	543.062	546.468	1.2	0.7	0.6
Medical care commodities.....		417.318	417.893	417.921	-1.6	0.1	0.0
Medical care services.....		581.285	581.774	586.240	1.8	0.9	0.8
Professional services		378.388	378.333	379.051	3.6	0.2	0.2
Recreation(3).....		121.615	121.185	122.423	5.5	0.7	1.0
Education and communication(3).....		140.721	142.224	142.045	0.9	0.9	-0.1
Tuition, other school fees, and child care(6) ..		1,528.969	1,559.456	1,565.035	3.5	2.4	0.4
Other goods and services		476.138	476.856	483.228	5.3	1.5	1.3
Commodity and Service Group							
All Items.....		290.393	291.053	293.397	6.0	1.0	0.8

Note: See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods West (1982-84=100 unless otherwise noted) - Continued

Item and Group	Indexes				Percent change from-		
	Historical data	Aug. 2021	Sep. 2021	Oct. 2021	Oct. 2020	Aug. 2021	Sep. 2021
Commodities		207.313	207.778	209.871	9.7	1.2	1.0
Commodities less food & beverages		165.508	165.499	167.274	12.9	1.1	1.1
Nondurables less food & beverages		212.392	213.264	215.434	14.4	1.4	1.0
Nondurables less food, beverages, and apparel		279.061	279.288	282.201	17.4	1.1	1.0
Durables		121.638	121.093	122.463	11.4	0.7	1.1
Services		366.581	367.423	369.925	3.8	0.9	0.7
Rent of shelter(2)		389.465	390.728	392.847	3.5	0.9	0.5
Transportation services		319.961	315.690	317.998	5.0	-0.6	0.7
Other services		375.390	377.355	379.554	3.4	1.1	0.6
Special aggregate indexes:							
All items less medical care		278.830	279.495	281.786	6.4	1.1	0.8
All items less food		290.295	290.794	293.075	6.1	1.0	0.8
All items less shelter		260.868	261.325	263.812	7.4	1.1	1.0
Commodities less food		169.787	169.825	171.614	12.5	1.1	1.1
Nondurables		251.941	253.200	255.624	9.1	1.5	1.0
Nondurables less food		217.345	218.277	220.430	13.4	1.4	1.0
Nondurables less food and apparel		278.422	278.807	281.599	15.7	1.1	1.0
Services less rent of shelter(2)		378.514	378.916	382.183	4.1	1.0	0.9
Services less medical care services		351.586	352.450	354.816	4.0	0.9	0.7
Energy		313.100	313.295	318.786	27.8	1.8	1.8
All items less energy		291.298	291.996	294.146	4.7	1.0	0.7
All items less food and energy		292.007	292.537	294.588	4.5	0.9	0.7
Commodities less food and energy commodities		153.360	153.479	155.102	7.7	1.1	1.1
Energy commodities		326.880	326.102	329.472	42.5	0.8	1.0
Services less energy services		372.354	373.158	375.333	3.5	0.8	0.6

Footnotes

(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1977=100 base.

- Data not available

Regions defined as the four Census regions. West includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

ATTACHMENT 2
Policy No. 4101.A1-Salary Schedule

Attachment 4101.A1 SALARY SCHEDULE ADOPTED- EFFECTIVE MARCH 17, 2021

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<u>Organizational Leadership</u>				
General Manager (E)	83.52	14,477.59	112.76	19,545.69
Assistant General Manager (E)	69.94	12,123.79	94.43	16,367.88
<u>Accounting Series</u>				
Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E)	63.59	11,021.28	85.85	14,880.06
Accounting Manager /Principal Accountant (E)	46.58	8,074.26	62.88	10,899.20
Senior Accountant (E)	39.86	6,908.80	53.81	9,325.55
Accountant	36.24	6,281.25	48.91	8,478.64
<u>Customer Service Series</u>				
Senior Customer Services Specialist	34.65	6,006.57	46.79	8,110.50
Customer Service Specialist	31.32	5,428.62	42.29	7,330.35
Customer Service Technician	25.89	4,486.34	34.95	6,058.07
<u>Engineering Technical Series</u>				
Project Manager (E)	53.90	9,342.45	72.76	12,612.58
Engineering Supervisor/Principal GIS Specialist (E)	41.98	7,276.35	56.67	9,822.98
Engineering/GIS Specialist	36.51	6,327.89	49.29	8,543.37
Engineering/GIS Technician	33.18	5,751.97	44.80	7,765.88

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
Engineering Aide	28.85	5,001.48	38.97	6,754.43
<u>Construction Inspection Series</u>				
Construction Inspection Supervisor/Principal Construction Inspector (E)	40.83	7,076.66	55.12	9,554.44
Senior Construction Inspector	35.50	6,153.45	47.93	8,306.96
Construction Inspector	32.28	5,594.57	43.58	7,553.52
<u>Engineering Series</u>				
Director of Engineering /District Engineer (E)	69.94	12,123.79	94.43	16,367.88
Principal Civil Engineer (E)	63.59	11,021.28	85.85	14,880.06
Senior Civil Engineer (E)	57.81	10,021.77	78.04	13,527.67
Associate Civil Engineer (E)	52.56	9,110.00	70.95	12,297.36
Assistant Civil Engineer	45.71	7,921.67	61.71	10,695.10
Assistant Engineer	36.51	6,327.03	49.35	8,554.93
<u>Information Technology (IT) Series</u>				
Information Technology Manager (E)	49.86	8,642.68	67.31	11,667.91
Principal Information Technology Analyst (E)	45.33	7,856.81	61.19	10,605.45
Senior Information Technology Analyst	41.20	7,141.51	55.63	9,642.19
Information Technology Analyst	37.46	6,492.98	50.70	8,787.65

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
Information Technology Technician	31.22	5,411.45	42.15	7,305.55
<u>Management Services (MS) Series</u>				
Administrative Services Manager/ Principal Management Analyst /Chief Board Clerk (E)	47.13	8,169.02	63.64	11,030.61
Senior Management Analyst (E)	40.98	7,103.57	55.34	9,592.61
Management Analyst	37.25	6,457.47	50.31	8,719.74
Management Technician	33.88	5,872.55	45.73	7,926.06
<u>Communications & Public Engagement Series</u>				
Communications & Public Engagement Manager /Principal Communications & Public Engagement Analyst (E)	47.13	8,169.02	63.64	11,030.61
Senior Communications & Public Engagement Analyst (E)	40.98	7,103.57	55.34	9,592.61
Communications and Public Engagement Analyst	37.25	6457.47	50.31	8719.74
Communications & Public Engagement Technician	33.88	5,872.55	45.73	7,926.06

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<u>Water Distribution Series</u>				
Director of Operations (E)	63.59	11,021.28	85.85	14,880.06
Water Distribution Supervisor (E)	48.23	8,360.37	65.11	11,286.41
Assistant Water Distribution Supervisor	41.23	7,147.23	55.66	9,647.91
Water Distribution Lead Worker/Operator	35.86	6,216.39	48.40	8,388.99
Water Distribution Operator II	32.59	5,649.88	44.00	7,627.92
Water Distribution Operator I	29.63	5,136.78	40.01	6,933.60
Water Distribution Worker	21.39	3,708.09	28.87	5,003.25
<u>Operations Specialist Series</u>				
Principal Operations Specialist	48.23	8,360.37	65.11	11,286.41
Senior Operations Specialist	43.84	7,599.30	59.18	10,258.29
Operations Specialist	37.65	6,525.41	50.81	8,808.62
Operations Technician	34.22	5,932.19	46.20	8,009.40
<u>Water Efficiency Series</u>				
Water Efficiency Supervisor (E)	37.77	6,548.29	50.99	8,839.15
Senior Water Efficiency Specialist	32.85	5,693.75	44.35	7,687.05
Water Efficiency Specialist	29.85	5,174.93	40.32	6,988.92
Water Efficiency Technician	27.15	4,705.69	36.64	6,351.82

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<u>Water Resources Series</u>				
Water Resources Supervisor/Chief Operator (E)	48.23	8,360.37	65.11	11,286.41
Water Resources Specialist	34.27	5,941.72	46.28	8,020.85
Water Resources Technician	31.16	5,401.91	42.06	7,290.29
<u>Miscellaneous Series</u>				
Intern	12.39	2,147.79	24.77	4,293.68

(E) = Exempt

*Monthly Salaries are average monthly compensation over a 12-month period based on the Hourly Salary Range.

ATTACHMENT 3

Proposed Policy No. 4101.A1-Salary Schedule

Attachment 4101.A1 SALARY SCHEDULE PROPOSED- EFFECTIVE JANUARY 3, 2022
 HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2022 Base Hourly	2022 Base Monthly	2022 Maximum Hourly	2022 Maximum Monthly
<u>Organizational Leadership</u>				
General Manager (E)	86.19	14,940.06	116.37	20,170.51
Assistant General Manager (E)	72.18	12,510.87	97.45	16,891.64
<u>Accounting Series</u>				
Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E)	65.62	11,374.98	88.60	15,356.85
Accounting Manager /Principal Accountant (E)	48.07	8,332.23	64.89	11,247.97
Senior Accountant (E)	41.14	7,130.16	55.53	9,625.53
Accountant	37.40	6,482.61	50.48	8,749.02
<u>Customer Service Series</u>				
Senior Customer Services Specialist	35.76	6,198.19	48.29	8,369.80
Customer Service Specialist	32.32	5,602.52	43.64	7,564.84
Customer Service Technician	26.72	4,631.20	36.07	6,251.86
<u>Engineering Technical Series</u>				
Project Manager (E)	55.62	9,641.63	75.09	13,015.31
Engineering Supervisor/Principal GIS Specialist (E)	43.32	7,509.38	58.48	10,137.13
Engineering/GIS Specialist	37.68	6,530.91	50.87	8,817.00
Engineering/GIS Technician	34.24	5,935.24	46.23	8,013.82

Attachment 4101.A1 SALARY SCHEDULE PROPOSED- EFFECTIVE JANUARY 3, 2022
HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2022 Base Hourly	2022 Base Monthly	2022 Maximum Hourly	2022 Maximum Monthly
Engineering Aide	29.77	5,160.69	40.22	6,970.95
<u>Construction Inspection Series</u>				
Construction Inspection Supervisor/Principal Construction Inspector (E)	42.14	7,303.67	56.88	9,859.87
Senior Construction Inspector	36.64	6,350.24	49.46	8,573.72
Construction Inspector	33.31	5,774.25	44.97	7,795.59
<u>Engineering Series</u>				
Director of Engineering /District Engineer (E)	72.18	12,510.87	97.45	16,891.64
Principal Civil Engineer (E)	65.62	11,374.98	88.60	15,356.85
Senior Civil Engineer (E)	59.66	10,341.05	80.54	13,959.80
Associate Civil Engineer (E)	54.24	9,401.93	73.22	12,691.54
Assistant Civil Engineer	47.17	8,176.60	63.68	11,038.68
Assistant Engineer	37.68	6,530.91	50.93	8,827.73
<u>Information Technology (IT) Series</u>				
Information Technology Manager (E)	51.46	8,918.96	69.46	12,040.41
Principal Information Technology Analyst (E)	46.78	8,108.63	63.15	10,945.67
Senior Information Technology Analyst	42.52	7,369.86	57.41	9,951.09
Information Technology Analyst	38.66	6,700.84	52.32	9,069.22

Attachment 4101.A1 SALARY SCHEDULE PROPOSED- EFFECTIVE JANUARY 3, 2022
 HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2022 Base Hourly	2022 Base Monthly	2022 Maximum Hourly	2022 Maximum Monthly
Information Technology Technician	32.22	5,584.63	43.50	7,539.79
<u>Management Services (MS) Series</u>				
Administrative Services Manager/ Principal Management Analyst /Chief Board Clerk (E)	48.64	8,430.61	65.68	11,383.92
Senior Management Analyst (E)	42.29	7,330.50	57.11	9,899.22
Management Analyst	38.44	6,663.28	51.92	8,999.45
Management Technician	34.96	6,060.45	47.19	8,180.18
<u>Communications & Public Engagement Series</u>				
Communications & Public Engagement Manager /Principal Communications & Public Engagement Analyst (E)	48.64	8,430.61	65.68	11,383.92
Senior Communications & Public Engagement Analyst (E)	42.29	7,330.50	57.11	9,899.22
Communications and Public Engagement Analyst	38.44	6,663.28	51.92	8,999.45
Communications & Public Engagement Technician	34.96	6,060.45	47.19	8,180.18

Attachment 4101.A1 SALARY SCHEDULE PROPOSED- EFFECTIVE JANUARY 3, 2022

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2022 Base Hourly	2022 Base Monthly	202 Maximum Hourly	2022 Maximum Monthly
<u>Water Distribution Series</u>				
Director of Operations (E)	65.62	11,374.98	88.60	15,356.85
Water Distribution Supervisor (E)	49.77	8,627.38	67.19	11,646.88
Assistant Water Distribution Supervisor	42.55	7,375.22	57.44	9,956.46
Water Distribution Lead Worker/Operator	37.01	6,414.64	49.95	8,657.79
Water Distribution Operator II	33.63	5,829.70	45.41	7,870.72
Water Distribution Operator I	30.58	5,300.21	41.29	7,156.99
Water Distribution Worker	22.07	3,826.24	29.79	5,164.27
<u>Operations Specialist Series</u>				
Principal Operations Specialist	49.77	8,627.38	67.19	11,646.88
Senior Operations Specialist	45.24	7,842.10	61.07	10,586.12
Operations Specialist	38.85	6,734.83	52.44	9,088.89
Operations Technician	35.32	6,121.27	47.68	8,264.26
<u>Water Efficiency Series</u>				
Water Efficiency Supervisor (E)	38.98	6,756.30	52.62	9,121.09
Senior Water Efficiency Specialist	33.90	5,876.21	45.77	7,933.33
Water Efficiency Specialist	30.81	5,339.57	41.61	7,212.44
Water Efficiency Technician	28.02	4,856.59	37.81	6,554.16
<u>Water Resources Series</u>				
Water Resources Supervisor/Chief Operator (E)	49.77	8,627.38	67.19	11,646.88
Water Resources Specialist	35.37	6,130.22	47.76	8,278.57
Water Resources Technician	32.16	5,573.90	43.41	7,523.69

JOB TITLE / JOB CLASS	2022 Base Hourly	2022 Base Monthly	202 Maximum Hourly	2022 Maximum Monthly
<u>Miscellaneous Series</u>				
Intern	12.79	2,216.32	25.56	4,430.86

ATTACHMENT 4

Proposed Policy No. 4831-Retiree Insurance Benefits

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.

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

Length of Employment	Maximum Monthly District Participation
20.00 years	\$ 377.00 ^{365.00}
25.00 years	\$ 422.00 ^{409.00}
30.00 years	\$ 472.00 ^{457.00}

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.

ATTACHMENT 5

Policy No. 2040-Compensation and Reimbursement for Directors and Officers

2040.00 DIRECTOR’S COMPENSATION

Each member of the Board of Directors shall be entitled to receive compensation, in a dollar amount as specified by Citrus Heights Water District Ordinance Fixing the Compensation of the Board of Directors, per day or partial day for attendance at meetings of the Board and District related functions.

2040.10 Officer’s Compensation

The Board appointed District Secretary, District Treasurer, and District Assessor/Collector shall not be compensated for their duties as District Officers.

2040.20 Reimbursement

District Officers and each member of the Board of Directors shall be entitled to reimbursement for actual and necessary expenses incurred in performance of their duties required or authorized by the Board. Reimbursements shall be subject to written documentation and shall be limited to imposed maximums (i.e.: meal expenses, travel expenses, etc.).

2040.30 Approval

Reimbursement pursuant to Section 2040.20 for actual and necessary expenses to the Directors and Officers shall be reviewed and approved monthly by the Board of Directors as part of their review of the Treasurer’s report and accounts payable.

2040.90 Reporting

An annual report shall be prepared by the Treasurer quantifying meeting attendance, compensation, and expenses for members of the Board of Directors and District Officers.