# BOARD MEETING AGENDA SPECIAL MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT (CHWD) DECEMBER 16, 2020 beginning at 5:30 PM



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

PHONE CALL IN: (253) 215-8782 PHONE MEETING ID: 994 5672 2741

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: https://zoom.us/j/99456722741

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at (916) 725-6873. Requests must be made as early as possible, and at least one full business day before the start of the meeting. Pursuant to Executive Order N-29-20, the meeting will be held at the listed physical location and electronically through the above phone number.

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

#### **CALL TO ORDER:**

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

#### **ROLL CALL OF DIRECTORS:**

#### **CLOSED SESSION:**

CL-1. Pursuant to Section 54957:

Public Employee Performance Evaluation

Title: General Manager

#### CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Numbers 211-0192-087-0000 and 211-0192-072-0000

Agency negotiators: Brian Hensley, Madeline Henry, Josh

Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Rebecca

Scott

Negotiating parties: First Apostolic Church Incorporated of Citrus Heights

Under negotiation: Price and Terms of Payment

#### CL-3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

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

Agency negotiators: Brian Hensley, Madeline Henry, Josh

Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Rebecca

Scott

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

Under negotiation: Price and Terms of Payment

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

December 16, 2020	6:30 PM	Regular Meeting
January 20, 2021	6:30 PM	Regular Meeting
February 17, 2021	6:30 PM	Regular Meeting
March 17, 2021	6:30 PM	Regular Meeting
April 21, 2021	6:30 PM	Regular Meeting
May 19, 2021	6:30 PM	Regular Meeting
June 16, 2021	6:30 PM	Regular Meeting
August 18, 2021	6:30 PM	Regular Meeting
September 15, 2021	6:30 PM	Regular Meeting
October 20, 2021	6:30 PM	Regular Meeting
November 17, 2021	6:30 PM	Regular Meeting
December 15, 2021	6:30 PM	Regular Meeting

#### **ADJOURNMENT:**

#### **CERTIFICATION:**

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

Dated: December 10, 2020

Madeline Henry, Administrative Services Manager/ Chief Board Clerk

# BOARD MEETING AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT (CHWD) DECEMBER 16, 2020 beginning at 6:30 PM



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

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

#### **CALL TO ORDER:**

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

#### **ROLL CALL OF DIRECTORS:**

#### PLEDGE OF ALLEGIANCE:

#### **VISITORS:**

#### **PUBLIC COMMENT:**

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

(A) Action Item

(D) Discussion Item

(I) Information Item

#### **CONSENT CALENDAR:** (I/A)

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

CC-1a. Minutes of the Special Meeting – November 18, 2020 (A)

CC-1b. Minutes of the Regular Meeting – November 18, 2020 (A)

Recommendation: Approve the minutes of the November 18, 2020

#### Regular and Special Meetings.

- CC-2. Revenue Analysis Report for November 2020 (I)
- CC-3. Assessor/Collector's Roll Adjustment for November 2020 (I)
- CC-4. Treasurer's Report for November 2020 (I)
- CC-5. Treasurer's Report of Fund Balances for November 2020 (I)
- CC-6. Operating Budget Analysis for November 2020 (I)
- CC-7. Capital Projects Summary November 2020 (I)
- CC-8. Warrants for November 2020 (I)
- CC-9. Purchase Card Distributions for November 2020 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2020 Water Supply Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Authorize the Auction of Surplus Equipment (A)

#### Recommendation:

Authorize the sale of District Vehicle No. 31 at public auction.

CC-18. Discussion and Possible Action to Approve a Professional Services Agreement with Alexander's Contract Services, Inc. for Meter Reading and Support Services (A)

#### Recommendation:

Approve the Professional Services Agreement with Alexander's Contract Services, and authorize the General Manager to execute the agreement.

CC-19. Discussion and Possible Action to Approve Agreement with C.E. Cox Engineering, Inc. for the Wells Avenue & Wisconsin Drive Water Main Project (A)

#### Recommendation:

Accept the bid of C.E. Cox Engineering, Inc. in the amount of \$363,695.00 and establish a contingency fund in the amount of \$36,370.00 (10%), for a total amount of \$400,065.00. Authorize the General Manager to execute an agreement with C.E. Cox Engineering, Inc.

CC-20. Discussion and Possible Action to Approve the Annexation of 6031 Sunrise Vista Drive (A)

#### Recommendation:

Adopt Resolution R19-2020 approving the annexation of the undeveloped property at 6031 Sunrise Vista Drive in Citrus Heights to the Citrus Heights Water District.

#### PRESENTATIONS:

P-1. Resolution R15-2020 Recognizing the life of Jean Duncan (A)

#### Recommendation:

Adopt Resolution R15-2020 Recognizing the life of Jean Duncan

P-2. Resolution R16-2020 Commending Jeffrey Slowey for Service to the Citrus Heights Community (A)

#### Recommendation:

Adopt Resolution R16-2020 Commending Jeffrey Slowey for Service to the Citrus Heights Community

P-3. Update from Sacramento Groundwater Authority (I/D)

#### **PUBLIC HEARINGS:**

None.

#### **STUDY SESSIONS:**

None.

#### **BUSINESS:**

B-1. Selection of President and Vice President (A)

#### Recommendation:

- 1. Consider selection of President and Vice President of the Board of Directors.
- B-2. <u>Discussion and Possible Action to Appoint 2020-2021 Representatives and</u>
  Alternates (A)

#### Recommendation:

1. 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:

- 1. Consider appointments to Officer positions for the District.
- B-4. <u>Discussion and Possible Action to Approve the Citrus Heights Water District</u>

  <u>Annexation and Detachment of Select Parcels and Approve the Updated</u>

  <u>Citrus Heights Water District Service Area Boundary (A)</u>

  Recommendations:
  - 1. Adopt Resolution 17-2020 along with the accompanying Attachments approving the CHWD annexation and detachment of select parcels (Groups C, D, E, and F) throughout the District's service area.
  - 2. Adopt Resolution 18-2020 along with the accompanying Attachments approving the updated CHWD service area boundary.

#### **MANAGEMENT SERVICES REPORTS (I):**

None.

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

None.

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

- D-1. Regional Water Authority (Riehle).
- D-2. Sacramento Groundwater Authority (Sheehan).

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

#### **CLOSED SESSION:**

None.

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

January 20, 2021	6:30 PM	Regular Meeting
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October 20, 2021	6:30 PM	Regular Meeting
November 17, 2021	6:30 PM	Regular Meeting
December 15, 2021	6:30 PM	Regular Meeting

#### **ADJOURNMENT:**

#### **CERTIFICATION:**

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

Madeline Henry, Administrative Services Manager/

Chief Board Clerk

Dated: December 10, 2020

#### CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES November 18, 2020

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

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

#### Staff:

Steve Anderson, General Counsel Madeline Henry, Administrative Services Manager/ Chief Board Clerk Hilary Straus, General Manager Susan Talwar, Director of Finance and Administrative Services

President Riehle adjourned the meeting to closed session at 6:01 p.m.

#### **CLOSED SESSION:**

CL-1. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION PURSUANT TO SECTION 54956.9(d)(4): (one case)

No reportable action.

#### **ADJOURNMENT:**

There being no	other business to	come before the	Board, the meeting	ng was adiourn	ed at 6:15 p.m

APPROVED:	
MADELINE A. HENRY Deputy Secretary Citrus Heights Water District	RAYMOND A. RIEHLE, President Board of Directors Citrus Heights Water District

#### CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS REGULAR MEETING MINUTES November 18, 2020

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

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

#### Staff:

Steve Anderson, General Counsel

Madeline Henry, Administrative Services Manager/ Chief Board Clerk

Brittney Moore, Management Analyst

Missy Pieri, Director of Engineering/ District Engineer

Alberto Preciado, Accounting Supervisor

Rebecca Scott, Senior Management Analyst

Hilary Straus, General Manager

Susan Talwar, Director of Finance and Administrative Services

#### **PUBLIC COMMENT:**

None.

#### **CONSENT CALENDAR:**

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

- CC-1a. Minutes of the Special Meeting October 21, 2020 (A)
- CC-1b. Minutes of the Regular Meeting October 21, 2020 (A)

  Recommendation: Approve the minutes of the October 21, 2020 Regular and Special Meetings.
- CC-2. Revenue Analysis Report for October 2020 (I)
- CC-3. Assessor/Collector's Roll Adjustment for October 2020 (I)
- CC-4. Treasurer's Report for October 2020 (I)
- CC-5. Treasurer's Report of Fund Balances for October 2020 (I)
- CC-6. Operating Budget Analysis for October 2020 (I)
- CC-7. Capital Projects Summary October 2020 (I)
- CC-8. Warrants for October 2020 (I)
- CC-9. Purchase Card Distributions for October 2020 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)

- CC-14. 2020 Water Supply Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Approve an Agreement and Resolution to allow District Participation in Regional Government Services (RGS) Joint Powers Authority (JPA) (A)

#### Recommendation:

Approve Resolution 12-2020, approving an agreement for membership with RGS, and authorizing the General Manager to execute the agreement.

#### **ACTION:**

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

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

#### **PRESENTATIONS:**

None.

#### **PUBLIC HEARINGS:**

President Riehle declared Public Hearing 1 and Public Hearing 2 open at 6:34pm.

President Riehle closed Public Hearing 1 and Public Hearing 2 at 7:03 pm.

PH-1. 2021 Water Rates (No Change), Miscellaneous Fees and Charges and Capacity Fees (No Change) (A)

#### Recommendations:

- 1. Conduct the Public Hearing on the proposed Water Rates and Miscellaneous Charges and Fees effective 2021; and
- 2. Adopt Resolution No. 13-2020 Establishing Water Rates and Miscellaneous Charges and Fees for Citrus Heights Water District effective 2021.

#### **ACTION:**

Director Sheehan moved and Vice President Wheaton seconded a motion to adopt Resolution No. 13-2020 Establishing Water Rates and Miscellaneous Charges and Fees for Citrus Heights Water District effective 2021.

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

#### PH-2. Proposed 2021 Budgets (A)

#### Recommendations:

- 1. Conduct a Public Hearing on the proposed Budget for 2021; and
- 2. Adopt Resolution 14-2020, establishing the Fiscal Year 2021 Budget.

#### **ACTION:**

Vice President Wheaton moved and Director Sheehan seconded a motion to adopt Resolution 14-2020, establishing the Fiscal Year 2021 Budget.

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

#### **STUDY SESSIONS:**

None.

#### **BUSINESS:**

- B-1. Discussion and Possible Action to Approve a Cost of Living Adjustment (A) Recommendations:
  - 1. Amend District Policy No. 4101.A1 Salary Schedule as presented to include a 1.2 percent Cost-of-Living Adjustment to the District's Salary Schedule effective January 4, 2021; and
  - 2. Amend District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 as presented to include a 1.2 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.

#### **ACTION:**

Director Sheehan moved and Vice President Wheaton seconded a motion to amend District Policy No. 4101. A1 Salary Schedule as presented to include a 1.2 percent Cost-of-Living Adjustment to the District's Salary Schedule effective January 4, 2021.

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

Vice President Wheaton moved and Director Sheehan seconded a motion to amend District Policy 4831 Insurance Benefits for Retirees After March 19, 1996 as presented to include a 1.2 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retiree to reflect said adjustments in the CPI-U.

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

Board provided direction to staff to not adjust compensation of the Board of Directors.

#### **MANAGEMENT SERVICES REPORTS (I):**

MS-1. 2021 Board Meeting Schedule.

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

None.

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

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

#### **CLOSED SESSION:**

None.

#### **ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 7:44 p.m.

APPROV	ED:
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ADDDOVED

MADELINE A. HENRY Deputy Secretary Citrus Heights Water District RAYMOND A. RIEHLE, President Board of Directors Citrus Heights Water District

#### CITRUS HEIGHTS WATER DISTRICT NOVEMBER 2020 REVENUE ANALYSIS

#### **Outstanding Receivables**

Aged Trial Balance					
	_				Unapplied
Total	Current	31-90	91-150	>150	Current
1,172,462	1,010,537	152,521	42,107	60,996	93,699

General Ledger Balance	Total
Outstanding A/R	1,248,742.51
Outstanding Liens	-
Outstanding Grants	1,453
A/R Other	(25,348)
Less Unapplied Payments	(95,302)
Total	\$ 1,129,546

## CITRUS HEIGHTS WATER DISTRICT ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR November 30, 2020

Assessor/Collector Roll Adjustment November-20					
		Dollar	Count		
DEPOSIT					
New Owner	\$	240.00	1		
DEPOSIT Total	\$	240.00	1		
Grand Total	\$	240.00	1		

There were no adjustments made for October 2020.

Reason For Cancellation	Charge Type	Amount	
New Owner	Deposit		240.00
		\$	240.00

## TREASURER'S REPORT TO THE BOARD OF DIRECTORS NOVEMBER 2020

Bank of the West Beginning Balance				\$11,877,934
RECEIPTS:			1,353,934	
DISBURSEMENTS: Checks Issued / ACH Payme Payroll Returned Checks	ents	1,702,977 508,662 1,176		
Bank of the West			2,212,815	(858,881)
Balance per Bank 11/30/2020				11,019,054
Outstanding Checks Deposit in Transit				(231,863) 308,976
Balance Per Books 11/30/2020				\$11,096,166
RECONCILEMENT: Bank of the West Local Agency Investment Fund COP Reserve Account Money Mkt Activity Account				\$11,096,166 6,488,789 0 543,928
TOTAL BALANCE				\$18,128,884
CASH & INVESTMENT SUMMAI  Bank of the West (General Local Agency Investment For COP 2010 Reserve Account Money Mkt Activity Account Total	Account) und			11,096,166 6,488,789 0 543,928 \$18,128,884
INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	0.84%	13,749.61	10/15/2020

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

SÚSAN K. TALWAR

Treasurer

HILARY M. STRAUS

Secretary

Signed: 12/09/2020

## TREASURER'S REPORT OF FUND BALANCES November 30, 2020

Fund Name	Beginning Balance 1/01/2020	Tr	ear to Date ransfers In / Collections	ear to Date ansfers Out	T	rrent Month ransfers In / Collections	rrent Month ansfers Out	ding Balance 1/30/2020	020 Target alance per Policy
Operating Fund	\$ 744,972	\$	16,528,984	\$ (12,255,847)	\$	1,353,934	\$ (2,212,815)	\$ 4,159,228	\$ 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
<b>Capital Improvement Reserve</b>	\$ 2,796,860	\$	-	\$ -	\$	-	\$ -	\$ 2,796,860	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$	-	\$ -	\$	-	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,623,173	\$	-	\$ -	\$	-	\$ -	\$ 1,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$	-	\$ -	\$	-	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$	-	\$ -	\$	-	\$ -	\$ 1,525,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$	-	\$ -	\$	-	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$	-	\$ -	\$	-	\$ -	\$ 405,319	\$ 1,079,527
	\$ 12,758,605		16,528,984	\$ (12,255,847)	\$	1,353,934	\$ (2,212,815)	\$ 16,172,861	\$ 7,613,351

SSAN K. TALWAR, Treasurer

### TREASURER'S REPORT OF FUND BALANCES November 30, 2020

#### **Fund Transfers Summary:**

The Operating Fund Transferred:	\$ 1,353,934	from funds collected in November 2020 per Treasurer's Report
	\$ (2,212,815)	disbursements made in November 2020 per Treasurer's Report
	\$ (858,881)	

#### Citrus Heights Water District Budget Performance Report As of 11/30/2020

	November	Year-to-Date	Year-to-Date	YTD Vari	ance	Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Revenues	4007.054.07	40.400.000.00	<b>#0.707.054.00</b>	4700 040 00	0.040/	40 500 000 00
Metered Service Charges	\$897,254.07	\$9,493,893.99	\$8,787,251.00	\$706,642.99	8.04%	\$9,586,090.00
Metered Water Deliveries	647,305.47	5,622,723.02	4,789,018.00	833,705.02	17.41%	5,234,960.00
Non-Metered Service Charges	5,281.00	93,884.59	128,337.00	(34,452.41)	-26.85%	140,000.00
Penalties	13,443.00	30,204.63	137,223.00	(107,018.37)	-77.99%	150,000.00
Interest	3,189.54	100,257.43	41,745.00	58,512.43	140.17%	45,535.00
Backflow Fees	4,033.40	53,430.28	106,337.00	(52,906.72)	-49.75%	116,000.00
Water Service Install & S&R	-198.89	135,475.62	25,025.00	110,450.62	441.36%	27,300.00
Grant Funds	4 000 00	1,012.50	404.750.00	1,012.50	0.00%	4.47.000.00
Miscellaneous *	4,232.90	42,155.64	134,750.00	(92,594.36)	-68.72%	147,000.00
Cost Reimbursements	764.60	27,712.77	0.475.00	27,712.77	0.00%	0.700.00
Income - Wheeling Water	10.550.00	7,454.82	2,475.00	4,979.82	201.20%	2,700.00
Income - Connection Fees	-13,552.00	1,878,892.42	11 150 101 00	1,878,892.42	0.00%	2,700.00
Total Revenue	1,561,753.09	17,487,097.71	14,152,161.00	3,334,936.71	23.56%	15,449,585.00
*includes Assessments, New Account, Back Charges	 				l I	
& other Miscellaneous Revenue Sources	i				i	
	į				į	
Operating Expenses						
Cost of Water						
Purchased Water	12.19	2,546,729.62	2,866,920.87	(320,191.25)	-11.17%	3,127,550.04
Ground Water	107,569.35	708,901.06	758,745.57	(49,844.51)	-6.57%	827,722.44
	107,581.54	3,255,630.68	3,625,666.44	(370,035.76)	-10.21%	3,955,272.48
Labor & Benefits	I					
Labor Regular	350,214.51	3,162,773.81	3,085,083.21	77,690.60	2.52%	3,365,545.32
Labor Non-Regular		13,152.68		13,152.68	0.00%	0.00
Labor Taxes	22,934.27	242,030.99	244,952.18	(2,921.19)	-1.19%	267,220.56
Labor Workers Comp		67,133.13	83,875.00	(16,741.87)	-19.96%	91,500.00
Labor External	6,431.26	30,914.99	162,048.37	(131,133.38)	-80.92%	176,780.04
Deverage Mand/Deva A/Ca	07.400.44	404 505 40	F04 400 CF	(00.057.40)	40.700/	F70 700 00
Benefits Med/Den/Vis	37,406.41	431,565.19	531,422.65	(99,857.46)	-18.79%	579,733.80
Benefits LTD/Life/EAP	3,612.39   22,343.61	37,785.50	134,513.94 303,067.60	(96,728.44)	-71.91%	146,742.48 330,619.20
Benefits CalPers		239,193.98	·	(63,873.62)	-21.08%	
Benefits Other	4,401.02	75,731.07	28,416.63	47,314.44	166.50%	30,999.96
Benefit Retiree Expenses	3,742.41	39,441.15	50,101.48	(10,660.33)	-21.28%	54,656.16
Benefit Unemployment		074 070 50	7,717.49	(7,717.49)	-100.00%	8,419.08
Benefit GASB 68	!	374,070.50	348,852.13	25,218.37	7.23%	380,565.96
Capitalized Labor & Benefit Contra	(47,278.67)	(490,138.17)	(458,333.37)	(31,804.80)	6.94%	(500,000.04)
	403,807.21	4,223,654.82	4,521,717.31	(298,062.49)	-6.59%	4,932,782.52
General & Administrative		, -,	, ,	,/		, , = ==
Fees & Charges	12,903.18	102,973.23	195,896.25	(92,923.02)	-47.43%	213,705.00
Regulatory Compliance/Permits	,	90,197.55	81,872.12	8,325.43	10.17%	89,315.04
District Events & Recognition	482.11	20,548.62	121,066.99	(100,518.37)	-83.03%	132,073.08
Maintenance/Licensing	400.33	138,918.88	125,592.50	13,326.38	10.61%	137,010.00
Equipment Maintenance	12,013.48	85,847.18	90,864.51	(5,017.33)	-5.52%	99,124.92
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#### Citrus Heights Water District Budget Performance Report As of 11/30/2020

	November	Year-to-Date	Year-to-Date	YTD Vari	ance	Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Professional Development	1,895.00	41,304.76	143,671.88	(102,367.12)	-71.25%	156,732.96
Department Admin		275.00	23,558.37	(23,283.37)	-98.83%	25,700.04
Dues & Subscriptions	18,521.86	183,705.97	179,507.24	4,198.73	2.34%	195,826.08
Fuel & Oil	4,216.30	42,330.28	59,024.13	(16,693.85)	-28.28%	64,389.96
General Supplies	6,146.48	51,683.13	62,333.26	(10,650.13)	-17.09%	67,999.92
Insurance - Auto/Prop/Liab	21,312.48	91,828.89	93,500.00	(1,671.11)	-1.79%	102,000.00
Leasing/Equipment Rental	3,337.09	23,684.18	36,575.00	(12,890.82)	-35.24%	39,900.00
Parts & Materials	46,641.67	354,523.49	50,416.63	304,106.86	603.19%	54,999.96
Postage/Shipping/Freight	4,970.19	67,808.85	157,300.00	(89,491.15)	-56.89%	171,600.00
Rebates & Incentives	150.00	4,275.00	33,825.00	(29,550.00)	-87.36%	36,900.00
Telecom/Network	4,904.76	41,558.35	39,545.00	2,013.35	5.09%	43,140.00
Tools & Equipment	1,641.39	26,110.80	79,841.74	(53,730.94)	-67.30%	87,100.08
Utilities	659.40	4,550.29		4,550.29	0.00%	
Write-Off Bad Debt Exp	99.01	99.01	4,583.37	(4,484.36)	-97.84%	5,000.04
Capitalized G&A Contra	(15,914.74)	(169,010.73)		(169,010.73)	0.00%	
Capitalized Equipment Contra	(30,726.54)	(301,082.03)		(301,082.03)	0.00%	
	93,653.45	902,130.70	1,578,973.99	(676,843.29)	-42.87%	1,722,517.08
Professional & Contract Services						
Support Services	232,707.00	746,100.79	1,684,067.77	(937,966.98)	-55.70%	1,837,164.84
Legal Services	14,585.90	252,502.11	277,291.74	(24,789.63)	-8.94%	302,500.08
Printing Services	52.00	10,863.39	44,641.74	(33,778.35)	-75.67%	48,700.08
	247,344.90	1,009,466.29	2,006,001.25	(996,534.96)	-49.68%	2,188,365.00
Reserves & Debt Services	ļ			/ /		
Interest Expense	ļ	62,787.63	89,890.69	(27,103.06)	-30.15%	98,062.57
Net Increase(Descrease) in Value of Investments		11,298.97		11,298.97	0.00%	
		74,086.60	89,890.69	(15,804.09)	-17.58%	98,062.57
Total Operating Expenses	852,387.10	9,464,969.09	11,822,249.68	(2,357,280.59)	-19.94%	12,896,999.65
Net Income / (Expense)	709,365.99	8,022,128.62	2,329,911.32	5,692,217.30	244.31%	2,552,585.35

Citrus Heights Water District Capital Projects Summary Fiscal Period End as of 11/2020

		BUD	GET				
Project Number	Project Name	Project Forecast Budget	Expenditures to 12/2019	Month to Date	Month to Date Year to Date P		Remaining Budget
C16-134	Auburn Blvd-Rusch Park Placer	\$10,000	\$609	\$0	\$829	\$1,438	\$8,562
C19-108	6230 Sylvan East Wall	\$50,000	\$2,432	\$41	\$5,035	\$7,467	\$42,533
C20-040B	CH Electric Greenwy Bike Trail	\$0	\$0	\$411	\$411	\$411	(\$411)
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$0	\$0	\$1,676	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Construct	ion in Progress	\$185,000	\$3,042	\$452	\$7,950	\$10,992	\$174,008
C20-010	Water Main Replacements	\$70,000	\$0	\$2,446	\$3,455	\$3,455	\$66,545
C20-011	Water Valve Replacements	\$100,000	\$0	\$3,714	\$32,899	\$32,899	\$67,102
C20-012	Water Service Connections	\$850,000	\$0	\$148,187	\$715,996	\$715,996	\$134,004
C20-013	Water Meter Replacements	\$100,000	\$0	\$3,964	\$22,838	\$22,838	\$77,162
C20-014	Fire Hydrants	\$160,000	\$0	\$0	\$69,837	\$69,837	\$90,163
Annual In	frastructure	\$1,280,000	\$0	\$158,312	\$845,024	\$845,024	\$434,976
C15-104B	Document Management System	\$250,000	\$5,361	\$0	\$0	\$5,361	\$244,639
C19-003	Fleet/Field Operations Equip	\$295,000	\$61,079	\$0	\$243,011	\$304,089	(\$9,089)
C20-003	Fleet/Field Operations Equip	\$380,000	\$0	\$69,898	\$484,920	\$484,920	(\$104,920)
C20-004	Technology Hardware/Software	\$55,000	\$0	\$0	\$98,618	\$98,618	(\$43,618)
Fleet and	Equipment	\$980,000	\$66,440	\$69,898	\$826,549	\$892,988	\$87,012
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,288	\$91	\$0	\$0	\$91	\$24,197
C17-102	Michigan Dr - Sunrise to West	\$397,897	\$54,093	\$0	\$223,235	\$277,327	\$120,570
C18-103	Cologne Way 6in Main Replace	\$267,069	\$60,776	\$0	\$200,935	\$261,711	\$5,358
C19-101	Robie Way 8" Main Replacement	\$341,382	\$8,338	\$190,971	\$240,544	\$248,882	\$92,500
C19-104	Admiral MainRepl 8"	\$291,439	\$0	\$149,430	\$186,621	\$186,621	\$104,818
C19-105	Whyte MainRepl 8" Langley	\$742,655	\$27,982	\$3,238	\$635,223	\$663,205	\$79,450
C19-106	Wells Ave Main 8"	\$22,460	\$8,341	\$2,178	\$21,829	\$30,169	(\$7,709)
C19-107	Rowan MainRep 8/6" Grady	\$119,095	\$4,511	\$0	\$63,202	\$67,712	\$51,383

Citrus Heights Water District Capital Projects Summary Fiscal Period End as of 11/2020

		BUD	GET				
Project Number	Project Name	Project Forecast Budget	Expenditures to 12/2019	Month to Date	onth to Date Year to Date F		Remaining Budget
C20-101	Fair Oaks Blvd	\$56,439	\$0	\$103	\$8,603	\$8,603	\$47,836
C20-102	Langley Ave & Chance Dr	\$67,019	\$0	\$25,176	\$35,484	\$35,484	\$31,535
C20-103	Marsala Ct	\$7,482	\$0	\$0	\$22,081	\$22,081	(\$14,599)
C20-104	Skycrest School	\$13,765	\$0	\$0	\$5,536	\$5,536	\$8,229
C20-105	Walnut Drive	\$17,133	\$0	\$154	\$3,527	\$3,527	\$13,606
C20-106	Wisconsin Drive	\$33,238	\$0	\$449	\$41,527	\$41,527	(\$8,289)
Water Mai	ins	\$2,429,138	\$164,131	\$371,700	\$1,688,346	\$1,852,477	\$576,661
C19-040C	Mariposa Ave SR2S Phase IV	\$0	\$508	\$0	\$0	\$508	(\$508)
C20-005	Facilities Improvements	\$100,000	\$0	\$0	\$163,587	\$163,587	(\$63,587)
C20-005A	Admin Bldg Remodel	\$0	\$0	\$0	\$41	\$41	(\$41)
C20-040	Other City Partnerships	\$150,000	\$0	\$0	\$5,000	\$5,000	\$145,000
C20-041	Other Misc Infrastructure	\$110,000	\$0	\$0	\$0	\$0	\$110,000
C20-042	Other Property Acquisition	\$0	\$0	\$0	\$168,429	\$168,429	(\$168,429)
Miscellan	eous Projects	\$360,000	\$508	\$0	\$337,057	\$337,565	\$22,435
C17-104	Groundwater Well Property Acq	\$640,000	\$346,052	\$0	\$24,891	\$370,943	\$269,057
C17-104A	Well #7 Patton	\$250,000	\$30,189	\$0	\$9,886	\$40,075	\$209,925
C17-104B	Well #8 Highland	\$0	\$11,731	\$0	\$24,287	\$36,018	(\$36,018)
C20-020	Groundwater Well Improvements	\$150,000	\$0	\$14,326	\$36,581	\$36,581	\$113,419
C20-107	Well Design & Construction	\$563,500	\$0	\$0	\$0	\$0	\$563,500
Wells		\$1,603,500	\$387,972	\$14,326	\$95,645	\$483,617	\$1,119,883
	Grand Totals:	\$6,837,638	\$622,092	\$614,687	\$3,800,571	\$4,422,664	\$2,414,974

<u>CHECK</u>	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
70457	Regina E Hicks	Customer Refund	\$242.93
70458	Donald Wallom	Customer Refund	\$12.41
70459	Leonid Shapiro	Customer Refund	\$12.59
70460	Peter/Galina/Andrey Dyachishin	Customer Refund	\$60.84
70461	John/Sandra MacDonald	Customer Refund	\$281.36
70462	Stephen Retter	Customer Refund	\$117.02
70463	Nicholas J Stern	Customer Refund	\$119.15
70464	James/Michelle Shaw	Customer Refund	\$165.27
70465	Vitaliy Minchuk	Customer Refund	\$88.73
70466	Janelle Lambrite	Customer Refund	\$118.24
70467	John Lara	Customer Refund	\$9.09
70468	Michael Yaksitch	Customer Refund	\$125.18
70469	Katie Hart	Customer Refund	\$38.11
70470	Belwood Investments LLC	Customer Refund	\$38.24
70471	Catamount Properties 2018 LLC	Customer Refund	\$14.11
70472	ACWA/JPIA	Workers Comp Insurance	\$7,721.74
70473	AREA Restroom Solutions	Equipment Rental-Field	\$142.41
70474	Bart/Riebes Auto Parts	Repair-Trucks	\$777.53
70475	BSK Associates	Water Analysis	\$678.00
70476	Burketts	Office Expense	\$48.33
70477	City of Citrus Heights	Permit Fees	\$500.00
70478	Core & Main LP	Material	\$10,797.09
70479	CSDA	Dues & Subscriptions	\$7,805.00
70480	Cybex	Equipment Rental-Office	\$172.71
70481	Ferguson Enterprises Inc #1423	Material	\$35,449.75
70482	Harris & Associates	Contract Services-Engineering	\$132,555.36
70483	Brian M Hensley	Continued Education	\$100.00
70484	Iconix Waterworks	Material	\$1,381.36
70485	J Comm Inc	Contract Services-Other	\$10,350.00
70486	KASL Consulting Engineers	Contract Services-Engineering	\$1,030.50
70487	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$3,395.01
70488	Red Wing Shoe Store	Small Tools	\$1,580.95
70489	Sagent	Social Media and Videos	\$7,427.50
70490	Les Schwab Tires	Repair-Trucks	\$1,091.29
70491	Simon and Company Inc	Contract Services-Other	\$1,000.00
70492	SMUD	Utilities	\$20,409.89
70493	Sonitrol	Equipment Rental-Office	\$189.00
70494	State Water Resources Control Board	Dues & Subscriptions	\$140.00
70495	A. Teichert & Son, Inc.	Road Base	\$3,049.91
70496	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
70497	Underground Service Alert	Dues & Subscriptions	\$4,443.64
70498	Warren Consulting Engineers Inc	Contract Services-Engineering	\$2,250.00
70499	Winner Chevrolet, Inc	Fixed Assets	\$25,606.93
70500	John G/Ana Rosca	Customer Refund	\$175.95
70501	Benito Villa Living Trust	Customer Refund	\$157.76
70502	Christopher B Maldonado	Customer Refund	\$216.78
70503	Ralph A/Janet R Giberson	Customer Refund	\$130.17
70504	Brett E/Ronda L Anderson	Customer Refund	\$10.78
70505	Robert A/Michelle M Baker	Customer Refund	\$10.03

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<u>CHECK</u>	PAYEE	DESCRIPTION	<u>AMOUNT</u>
70506	Mehdi/Shahla Akhzari	Customer Refund	\$187.23
70507	Dmitry/ Marina Vyshetsky	Customer Refund	\$10.83
70508	Luis/Allison Muzzalupo	Customer Refund	\$121.82
70509	BKSP Properties LLC	Customer Refund	\$154.19
70510	Tammy L Weaver	Customer Refund	\$132.51
70511	Craig L Young	Customer Refund	\$42.74
70512	ABA DABA Rentals & Sales	Supplies-Field	\$94.99
70513	ACWA	Continued Education	\$375.00
70514	AFLAC	Employee Paid Insurance	\$290.48
70515	Alexander's Contract Services	Contract Services-Meter Reading	\$6,470.64
70516	Awards By Kay Inc	Office Expense	\$43.50
70517	AWWA	Dues & Subscriptions	\$4,394.00
70518	Axcient Holdings LLC	Maintenance Agreement-Software	\$444.30
70519	Axiom Technologies LLC	Contract Services-Other	\$1,298.00
70520	Best Best & Krieger	Legal & Audit	\$14,060.90
70521	Blue Jay Trucking Inc	Contract Services-Other	\$1,370.25
70522	California Landscape Associates Inc	Janitorial	\$230.00
70523	Consolidated	Telephone-Local/Long Distance	\$1,845.42
70524	Robin Cope	Health Insurance	\$451.00
70525	Corelogic Information Solutions Inc	Dues & Subscriptions	\$206.00
70526	Paul Dietrich	Continued Education	\$150.00
70527	Harris Industrial Gases	Supplies-Field	\$404.46
70528	IB Consulting LLC	Contract Services-Miscellaneous	\$3,315.00
70529	Integrity Administrators Inc	Health Insurance	\$255.99
70530	Kirby's Pump and Mechanical, Inc	Wells Maintenance	\$14,326.00
70531	Luhdorff & Scalmanini	Contract Services-Wells	\$8,484.50
70532	Mike Mariedth	Continued Education	\$50.00
70533	Nor Cal Perlite Inc	Supplies-Field	\$2,019.00
70534	Pacific Surveys	Contract Services-Wells	\$3,384.00
70535	Pirtek Power Inn	Repair-Trucks	\$475.14
70536	Republic Services #922	Utilities	\$269.51
70537	Regional Government Services	Contract Services-Other	\$5,107.40
70538	River City Staffing Group	Contract Services-Other	\$1,010.63
70539	Sacramento Suburban Water District	Continued Education	\$2,639.61
70540	Sagent	Water Efficiency & CVRA Outreach	\$2,429.11
70541	Sacramento Groundwater Authority	Dues & Subscriptions	\$36,042.00
70542	Superior Equipment Repair	Repair-Trucks	\$674.17
70543	SureWest Directories	Telephone-Local/Long Distance	\$49.00
70544	State Water Resources Control Board	Dues & Subscriptions	\$80.00
70545	Tee Janitorial & Maintenance	Contract Services-Other	\$2,989.00
70546	Voyager Fleet Systems Inc	Gas & Oil	\$2,375.70
70547	Walker's Office Supplies	Office Expense	\$32.29
70548	John S Medina	Customer Refund	\$22.96
70549	Paulette S Wells	Customer Refund	\$75.00
70550	Lance R/Rosario A Pyle Trust	Customer Refund	\$56.43
70551	Kizer Family Revocable Trust	Customer Refund	\$45.20
70552	Anthony M/Julie D Neria	Customer Refund	\$14.68
70553	Leslie Gail White	Customer Refund	\$41.00
70554	Kenneth J/Renate H Mc Ivers	Customer Refund	\$35.89

<u>CHECK</u>	PAYEE	<b>DESCRIPTION</b>	<u>AMOUNT</u>
70555	Meredith Shusterman	Customer Refund	\$73.60
70556	Nancy Mauck, Administrator	Customer Refund	\$70.94
70557	James E/Niculina I McClanahan	Customer Refund	\$32.77
70558	Dmitry/Marina Vyshetsky	Customer Refund	\$5.89
70559	Amanda K Juch	Customer Refund	\$225.85
70560	Albert J Francis	Customer Refund	\$95.36
70561	Gary Babcock	Customer Refund	\$93.19
70562	Oleg/Sergey Kolisa	Customer Refund	\$39.63
70563	John T/Anne M Taylor	Customer Refund	\$156.47
70564	Janelle Lambrite	Customer Refund	\$87.89
70565	Nahal Moayer	Customer Refund	\$99.05
70566	Vuthinant Asadamongkol	Customer Refund	\$166.05
70567	Marc T Zayas	Customer Refund	\$22.85
70568	Troy/Pamela J Vadakan	Customer Refund	\$155.31
70569	Susan Jones	Customer Refund	\$12.03
70570	ACWA	Continued Education	\$750.00
70571	Afman Supply	Small Tools	\$688.91
70572	AIA Services, LLC/NDS	Water Conservation-Material/Supplies	\$19.35
70573	AnswerNet	Telephone-Answering Service	\$393.07
70574	Aquafit Chlorination Systems	Material	\$4,661.98
70575	Brake Masters #220	Repair-Trucks	\$61.98
70576	BSK Associates	Water Analysis	\$1,960.00
70577	Cheryl Buckwalter	Contract Services-Miscellaneous	\$4,471.18
70578	Burketts	Office Expense	\$38.77
70579	California Surveying & Drafting Supply	Small Tools	\$5.00
70580	Certex Usa Inc	Supplies-Field	\$466.90
70581	CirclePoint	Contract Services-Conservation	\$791.25
70582	County of Sacramento	Permit Fees	\$882.00
70583	DDI Detail	Contract Services-Miscellaneous	\$200.00
70584	Flowline Contractors, Inc	Contract Services-Engineering	\$330,852.22
70585	GEI Consultants	Contract Services-Wells	\$858.00
70586	Harris & Associates	Contract Services-Engineering	\$4,505.00
70587	Iconix Waterworks	Material	\$1,206.55
70588	Moonlight BPO LLC	Contract ServicesBill Print/Mailings	\$2,976.56
70589	National Auto Fleet Group	Material	\$69,897.77
70590	One Stop Truck Shop	Repair-Trucks	\$1,537.39
70591	Pacific Gas & Electric	Utilities	\$21.26
70592	Placer County Department of Public Works	Permit Fees	\$1,863.25
70593	Sagent	Print Communications, Ad Graphics, CVRA	\$6,763.75
70594	Les Schwab Tires	Repair-Trucks	\$41.41
70595	Sprinkler Service & Supply Inc	Supplies-Field	\$255.85
70596	A. Teichert & Son, Inc.	Road Base	\$2,653.12
70597	Tripepi Smith	Contract Services-WaterSmart Webinar Video	\$4,865.00
70598	Warren Consulting Engineers Inc	Contract Services-Engineering	\$11,115.00
70599	Wex Bank	Gas & Oil	\$310.63
70600	Daniel J/Ana M Norris	Customer Refund	\$37.55
70601	Troy/Pamela J Vadakan	Customer Refund	\$69.69
70602	Flowline Contractors, Inc	Customer Refund	\$4,010.00
70603	ABA DABA Rentals & Sales	Supplies-Field	\$110.03

<u>CHECK</u>	<u>PAYEE</u>	DESCRIPTION	<u>AMOUNT</u>
70604	California-Nevada Section AWWA	Dues & Subscriptions	\$85.00
70605	Bart/Riebes Auto Parts	Repair-Trucks	\$135.68
70606	Blue Jay Trucking Inc	Contract Services-Other	\$1,805.25
70607	Burketts	Office Expense	\$140.44
70608	Fast Action Pest Control	Contract Services-Miscellaneous	\$115.00
70609	Flowline Contractors, Inc	Contract Services-Engineering	\$16,796.00
70610	Gaynor Telesystems Incorporated	Contract Services-Other	\$540.00
70611	Hunt & Sons Inc	Gas & Oil	\$779.71
70612	J Comm Inc	Contract Services-Other	\$5,000.00
70613	MidAmerica Administrative & Retirement Solutions	Employee Paid Insurance	\$120.00
70614	One Stop Truck Shop	Repair-Trucks	\$230.00
70615	Prime Auto Repair	Repair-Trucks	\$672.18
70616	Red Wing Shoe Store	Small Tools	\$275.00
70617	Regional Government Services	Contract Services-Other	\$5,889.12
70618	River City Staffing Group	Contract Services-Miscellaneous	\$1,097.25
70619	Sagent	Social Media, CVRA Outreach	\$7,960.00
70620	Les Schwab Tires	Repair-Trucks	\$2,634.29
70621	Tripepi Smith	Contract Services-Other	\$4,865.00
70622	Willdan Financial Services	Contract Services-Financial	\$3,500.00
70623	Wizix Technology Group Inc	Equipment Rental-Office	\$164.63
70624	Zanjero	Contract Services-Conservation	\$1,870.00
Total			\$917,190.55
ACH	ADP	Bank Fee	\$285.35
ACH	1168-2020-10 INVOICE CLOUD	Bank Fee	\$5,097.80
ACH	ADP	Bank Fee	\$114.25
ACH	ADP	Bank Fee	\$396.35
ACH	CHASE OCT 2020	Bank Fee	\$3,515.06
ACH	DEC 2020 PRINCIPAL	Health Insurance	\$8,123.78
ACH	DECEMBER 2020 CALIFORNIA CHOICE	Health Insurance	\$41,639.41
ACH	ICMA 11/12/20 PAYDAY	Deferred Compensation	\$7,618.91
ACH	ICMA R 11/12/20 PAYDAY	Deferred Compensation	\$100.00
ACH	JP MORGAN OCT 2020	See November Agenda Item CC-9	\$5,463.04
ACH	PERS 10/1/20 PAYDAY	PERS	\$21,495.26
ACH	PERS 10/15/20 PAYDAY	PERS	\$20,769.30
ACH	VALIC 11/12/20 PAYDAY	Deferred Compensation	\$2,021.25
ACH	OCTOBER 2020 MID AMERICA	Employee Paid Insurance	\$1,108.27
ACH	BOW OCT 2020	Water Conservation-Other	\$985.25
Total			\$118,733.28
Grand Tota	al		\$1,035,923.83

## JP Morgan- Purchase Card Distributions Nov-20

Name	Tools & quipment	General Supplies	_	trict Events Recognition	CIP	Gas & Oil	intenance/ icensing	Su	Dues & obscription	•	uipment ntenance	_	fessional elopment	Postage/ Shipping/ Freight	1	otal Bill
Shockley	\$ 3,309.35	\$ 978.57	\$	1,738.70	\$ 1,100.00					\$	266.99			\$ 83.81	\$	7,477.42
Pieri						\$ 25.99						\$	48.79		\$	74.78
Talwar			\$	57.94			\$ 275.00	\$	3.99						\$	336.93
Rucker							\$ 2,916.00								\$	2,916.00
Straus								\$	1,400.00						\$	1,400.00
Spiers	_	\$ 205.17								\$	123.96				\$	329.13
Cutler		\$ 27.06			\$ 64.68										\$	91.74
Total Bill	\$ 3,309.35	\$ 1,210.80	\$	1,796.64	\$ 1,164.68	\$ 25.99	\$ 3,191.00	\$	1,403.99	\$	390.95	\$	48.79	\$ 83.81	\$ :	12,626.00

#### CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : EMPLOYEE RECOGNITION

STATUS : Information Item REPORT DATE : December 1, 2020

PREPARED BY : Brittney Moore, Management Analyst

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

#### **Administrative Services**

<u>Name</u>	<b>Attendance</b>	Customer Service	Work Quality
Madeline	Yes		Presented at the November
Henry			Board Meeting.
Dana	Yes	Customer on Canello Hills called	
Mellado		regarding an extremely high	
		bill. Kayleigh reviewed the account	
		and determined that the bill was out	
		of the ordinary for the customer and	
		sent Johnny to investigate. He	
		determined that there was a	
		misread. Dana contacted the	
		customer within a few hours,	
		communicated the situation and	
		offered the customer options for his	
		bill. The customer was very grateful	
		at the quick response and great communication from District staff.	
		Communication from District staff.	
Brittney	Yes	Filled in during an unexpected staff	Organized virtual staff
Moore	103	outage.	trainings.
1410010		outing c.	dumings.
			Assisted with a Public Records
			Request.
			113-15-25

Name	Attendance	Customer Service	Work Quality
Alberto	Yes		Presented at the November
Preciado			Board Meeting.
			T 14 17 C4
			Led the completion of the
			District's first budget document.
David Rucker	Yes		Worked on a Friday and Saturday to install data ports in the Operations building.  Assisted with audio/video set up at the November Board
			Meeting.
			Assisted Water Efficiency with with new service request set up and Cogsdale access.
TZ 1 1 1	37	G + G 11 H'11 11 1	
Kayleigh Shepard	Yes	Customer on Canello Hills called regarding an extremely high bill. Kayleigh reviewed the account and determined that the bill was out of the ordinary for the customer and sent Johnny to investigate. He determined that there was a misread. Dana contacted the customer within a few hours, communicated the situation and offered the customer options for his bill. The customer was very grateful at the quick response and great communication from District staff.	
D .1	XY		
Beth Shockley	Yes		Organized holiday lunch for staff.

Name	Attendance	Customer Service	Work Quality
Desiree	Yes	Desiree was contacted by a customer	Created an Administrative
Smith		on Glen Eva who had been advised	Services PowerPoint slide to be
		that her water would be shutoff for	used during WaterSmart class
		maintenance that day, but she had not	presentations.
		been given notice. Desiree quickly	
		coordinated with Mike to provide	
		more information to the	
		customer. The customer called back	
		and expressed how grateful she was	
		for the quick and considerate	
		response from the District's staff.	

#### **Engineering Department**

<u>Name</u>	<b>Attendance</b>	<u>Customer Service</u>	Work Quality
Tamar Dawson	Yes		
Paul Dietrich	Yes		
Timothy Katkanov	Yes		Prepared water meter map showing locations of high flow meters for water meter program committee.
Neil Tamagni	Yes		Afterhours work for the private development on Sunrise Blvd.

#### **Operations Department**

<u>Name</u>	<b>Attendance</b>	Customer Service	Work Quality
Christopher Bell	Yes		Worked on a Sunday to assist in placing steel plate in front of a property on Bardmoor Ct.
James Buford		On short notice, manually added 3 yards of soil to the garden planters in advance of planting day.	

<u>Name</u>	Name Attendance Customer Service		Work Quality
Aaron Cater	Yes	On short notice, manually added 3 yards of soil to the garden planters in advance of planting day.	
Tim Cutler	Yes	On short notice, coordinated the addition of soil to the garden planters and wired up the smart controllers and finalized the irrigation in advance of planting day.  Mike and Tim rescheduled maintenance on Glen Eva Way so a customer could be prepared for the shutdown. The customer called back and expressed how grateful she was for the quick and considerate response	
		from the District's staff.	
Kelly Drake	Yes		
James Ferro	Yes		Responded to an after hour's emergency service replacement on Leafcrest Way.  Assisted in isolating water main during a vehicle accident involving a private wet barrel fire hydrant on Greenback Lane.
Jarrett Flink	Yes		
Brian Hensley	Yes	Oversaw the testing of Palm well.	
Rick Jimenez		Resident on Canelo Hills Dr. stated that the customer service she received was above and beyond her expectations. Customer stated that the crew was an "Absolute pleasure to talk to!"	

Name	Attendance	Customer Service	Work Quality
Mike Mariedth		Resident on Glen Eva Way, stated she received excellent customer service regarding upcoming water service replacements.  Resident on Canelo Hills Dr. stated that the customer service she received was above and beyond her expectations. Customer stated that the crew was an "Absolute pleasure to talk to!"	
Rex Meurer	Yes		Coordinated the order and delivery of all the plants for the community garden, and did a great job on planting day assisting with the Volunteer Garden Corps and film crew.
Chris	Yes		Repaired the entrance gate
Nichols	103		(Gate 2) after contractor damage.  Worked on a Sunday to assist in placing steel plate in front of a property on Bardmoor Ct.
Jace Nunes			Responded to an after hour's emergency service replacement on Leafcrest Way.
Ryon Ridner		On short notice, manually added 3 yards of soil to the garden planters in advance of planting day.	
Dahasas	Vac		Presented at the November
Rebecca Scott	Yes		Board Meeting.  Attended and did a great job at the Community Garden on
			planting day.

Name	Attendance	Customer Service	Work Quality
Nick	Yes		Repaired the entrance gate
Spiers			(Gate 2) after contractor
			damage.
John Spinella		Customer on Canelo Hills Drive was very impressed with John's ability to clearly explain that there was a misread of his meter and he did not have a private leak.	
Jason			Completed water quality
Tupper			sampling on a Friday for the
			Palm Well.

## CITRUS HEIGHTS WATER DISTRICT DISTRICT STAFF REPORT TO BOARD OF DIRECTORS

**DECEMBER 16, 2020 MEETING** 

SUBJECT : LONG RANGE AGENDA STATUS : Consent/Information Item REPORT DATE : December 8, 2020

PREPARED BY : Madeline A. Henry, Administrative Services Manager

				T	egend
OBJECTIVE:				S	Study Session
Listed below is the	current Long R	ange Agenda.		cc	Consent Calendar
	C			P	Presentation
				B PH	Business Public Hearing
	CL	Closed Session			
		CITRUS HEIGHTS WATER DISTRICT LONG			
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION  January 20, 2021	ASSIGNED	AGENDA TYPE	AGENDA ITEM
January 20, 2021		2021 Strategic Plan Preview	Henry	P	A
January 20, 2021		February 17, 2021	Helify	1	A
February 17, 2021		CAC Update	Henry/Pieri	P	I/D
		Investment of District Funds		В	A A
February 17, 2021	Annual		Talwar/General Counsel	В	A
W 1 17 2021		March 17, 2021	n: :	6	I/D
March 17, 2021		Overview of Easement Project	Pieri	S	I/D
April 21, 2021		April 21, 2021 2021 Strategic Plan Update	Но	cc	I/D
_		· ·	Henry		
April 21, 2021		CIP Update	Pieri	P	I/D
25 40 2024		May 19, 2021	25 (0.11)	_	
May 19, 2021		Poster Contest Presentation	Meurer/Scott	P	I/D
May 19, 2021		Review of the Draft UWMP	Scott	SS	I/D
L 16 2021		June 16, 2021	n: ·	CC	
June 16, 2021		PSA with Response Structural Engineers	Pieri	В	A
June 16, 2021 June 16, 2021		Water Meter Replacement Study  Adoption of the UWMP	Scott	В	A A
June 16, 2021		July- Cancelled- Summer Recess	Scott	В	A
		August 18, 2021			
August 18, 2021		11,201			
		September 15, 2021			
September 15, 2021					
		October 20, 2021			
October 20, 2021		Misc. Charges and Fees- Propsed	Talwar	В	A
October 20, 2021		2022 Budget- Proposed	Talwar	В	A
		November 17, 2021			
November 17, 2021		2022 Budget Adoption	Talwar	В	A
		December 15, 2021			
December 15, 2021		District Officers	Henry	В	A
December 15, 2021		Selection of President and Vice President	Henry	В	A
December 15, 2021		Represenatitves and Alternatives	Henry	В	A

#### CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT

STATUS : Information Item REPORT DATE : December 2, 2020

PREPARED BY: Missy Pieri, Director of Engineering/District Engineer

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Director of Engineering and Project Manager	Yes, First Quarter of 2021 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Top Alternative Implementation Plan developed and discussed at CAC Workshop #8 on 09/10/19.  Draft report submitted to CHWD on 01/06/20.  Board Presentation expected in early 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 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.	District received final staffing report from the District's consultant on 04/29/20.  Staff to present findings to Board.
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd Perimeter Wall	Engineering	Project Manager and Assistant Engineer	Yes, TBD	No	Wall along the east side of District property. 2020 design.	SJUSD Board approved Grant of Easement.  CHWD received recorded document on 11/04/20.
CAPITAL IMPROVEMENT PROJECT Whyte Ave & Langley Ave Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 06/17/20 (Award of Contract)	Yes	2020 design, 2020 construction.	Easements recorded (except one) 11/10/20. Waiting for return of easement packets and signature on one.  100% Complete. Closing out project.  CHWD to prepare Notice of Completion.

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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 Robie Way - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 08/19/20 (Award of Contract)	Yes	2020 design, 2020 construction.	Easement acquisition complete.  100% Complete. Closing out project.  CHWD to prepare Notice of Completion.
CAPITAL IMPROVEMENT PROJECT - Admiral Ave - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 08/19/20 (Award of Contract)	Yes	2020 design, 2020 construction.	Easement acquisition complete.  100% Complete. Closing out project.  CHWD to prepare Notice of Completion.
CAPITAL IMPROVEMENT PROJECT - Wells Ave - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 12/16/20 (Anticipate Award of Contract)	Yes	2020 design, 2021 construction.	Easement acquisition complete.  Project out to bid on 10/27/20. Bid opening 12/01/20.  Anticipate Award of Contract at the 12/16/20 Board Meeting.

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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 - Wisconsin Dr - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 12/16/20 (Anticipate Award of Contract)	Yes	2020 design, 2021 construction.	Easement acquisition complete.  Project out to bid on 10/27/20. Bid opening 12/01/20.  Anticipate Award of Contract at the 12/16/20 Board Meeting.
CAPITAL IMPROVEMENT PROJECT - Skycrest School Water Main	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2021 construction.	Survey completed on 04/22/20.  District preparing 60% plans.  District coordinating with SJUSD regarding new water main alignment.
CAPITAL IMPROVEMENT PROJECT - Marsala Court Water Main	Engineering	Project Manager and Assistant Engineer	No	Yes	2020 design, 2020 construction.	CHWD Operations staff performing construction.  95% Complete.

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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 - Walnut Drive Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2020 design, 2021 construction.	Right-of-Way agent obtaining easements.  Survey completed.  District preparing 60% plans.
CAPITAL IMPROVEMENT PROJECT - Chance & Langley Water Main	Engineering	Project Manager and District Engineer	Yes	Yes	2020 design, 2021 construction.	District obtaining contract with Right-of-Way agent.  Survey completed. Existing utility location completed.  District preparing 60% plans.
CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd Water Main	Engineering	Project Manager and District Engineer	Yes	Yes	2020 design, 2021 construction.	Survey completed.  District preparing 60% plans.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Mitchell Village - 7925 Arcadia Dr	Engineering	Director of Engineering and Assistant Engineer	Yes, 03/30/20, 04/15/20 (Deferment of Fees)	No	200-300 unit development by Watt Communities.	Easement at 8017 Greenback Lane submitted to County Recorder's office on 12/07/20.  Waiting on 6434 Sunrise Boulevard easement until water main installed.  Waiting on SMUD access easement from SMUD.  Project re-started on 7/14/20. Water portion 85% Complete.
PRIVATE DEVELOPMENT Mitchell Village Land Exchange - 7925 Arcadia Dr	Engineering	Director of Engineering and Assistant Engineer	Yes, 11/20/19 (Approval of Agreement)	No	Land Exchange of District's Well Site for development property.	Boundary line adjustment recorded on 08/31/20.  Awaiting copy of easement granted to SMUD.  Project 98% Complete. Punch list items to be completed.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch	Engineering	Director of Engineering and Assistant Engineer	No	No	23 lot subdivision.	District signed plans on 12/04/19.  Reimbursement Agreement to be signed by developer.
PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments	Engineering	Director of Engineering and Assistant Engineer	No	No	Seniors apartment complex with 42 one bedroom and 68 two bedroom units.	District sent Will Serve Letter on 12/04/18.  Received first submittal from developer's engineer on 10/29/20.  District provided comments on first submittal on 11/19/20.
PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	Plans signed on 09/19/18. Awaiting construction.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	District provided comments to the developer's engineer on 01/02/19.  Developer's engineer submitted second submittal on 09/02/20.  District provided comments on second submittal on 09/30/20.
PRIVATE DEVELOPMENT 208 Langley Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 2 lots. New single family home construction on one lot.	District sent correspondence to property owner on 04/20/20.
PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village Phase 1	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of Sunrise Village.	Plans signed on 10/21/20.  Awaiting start of construction.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8501, 8505 Auburn Blvd Overall Site	Engineering	Director of Engineering and Assistant Engineer	Yes, Quitclaim (06/17/20)	No	Commercial Development.	Final plans signed on 10/17/19.  100% complete on water service to Studio Movie Grill. Contractor to complete improvements to two other parcels.  Recorded easement received and sent to owner on 10/13/20.  Quitclaim Resolution approved by the Board and recorded 07/27/20.
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 fire sprinkler system.	Payment received for Fees on 04/01/20.  Awaiting plans for signature/approval.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7435 Stock Ranch Rd USPI Surgical Center	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed multi-use outpatient surgical center.	Plan Check Fees paid on 03/24/20.  District signed plans on 08/18/20.  Preconstruction Meeting occurred on 12/01/20.
PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed multi-unit housing complex for low-income and homeless.	Received project referral and initial plans on 10/11/18.  Will-Serve letter sent on 11/21/18.  Awaiting first plan submittal from developer's engineer.
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.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Livoti Development	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Received second submittal on 05/20/19.  District provided comments to the engineer on 06/26/19.
PRIVATE DEVELOPMENT 7056 Sunrise Blvd Starbucks	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Plans signed on 05/13/20.  Construction 75% complete.
PRIVATE DEVELOPMENT 7951 Antelope Rd American River Collegiate Academy	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	District provided comments on preliminary plans on 07/09/20.  Project Referral received 10/07/20.  Will Serve Letter sent 10/13/20.
PRIVATE DEVELOPMENT 6128 San Juan Ave Green Acres	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	District received second submittal on 10/29/20.  District provided comments on second submittal on 11/17/20.  Demolition of building 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 7800 Greenback Ln Raising Cane's	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	District received preliminary submittal 08/20/20. Will Serve Letter sent 08/27/20.
CITY OF CITRUS HEIGHTS PROJECT Bonita & Old Auburn Rd Storm Drain Improvements	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Bonita Way & Old Auburn Rd Storm Drain Project.	Plans signed on 05/06/20.  Water relocation to be performed by Operations prior to storm drain improvements.  Gas lines relocation by PG&E completed in September.  Anticipate bid and start of construction in early 2021.
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	Director of Engineering and Assistant Engineer	No	Yes	Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.	Attended kick-off meeting with the City on 01/14/19.  District provided comments to City's engineer on 05/02/19. Awaiting final plans from the City's engineer.  District prepared Cost Liability letter to the City of Citrus Heights on 06/27/19.
CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Phase 2 Road Improvements	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.	Utility information sent to City's engineer on 06/30/20.  Potholing started on 10/20/20.
CITY OF CITRUS HEIGHTS PROJECT Electric Greenway Bike Trail	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 awaiting furthe information from City's consultant regarding Cost Liability Letter.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
District-wide Annexation Project	Engineering	Director of Engineering , Project Manager and Assistant Engineer	Yes, 07/17/19 (Award of Contract), 10/16/19 (Customer Letters), 04/15/20 (Resolution to begin LAFCo review) 12/16/20 (Approve Resolution to final project)	Yes	Annex properties into the District to clarify and revise District boundaries.	Project 99% Complete.  LAFCo Conducted Authority Hearing on 09/17/20 and finalized Certificate of Completion.  Anticipate approval of Resolution at the 12/16/20 Board Meeting.
District-wide Easement Project	Engineering	Director of Engineering, Project Manager and Assistant Engineer	Yes, TBD	Yes	Research and review District facility locations and easements for potential additions/revisions.	Staff will begin this project once the Annexation Project is near completion.
Review CEQA process for Capital Improvement Projects (CIPs)	Legal	Assistant General Counsel Joshua Nelson and Director of Engineering	TBD		Review existing CEQA process for CIPs. Update and revise as necessary.	Staff will conduct an initial scoping meeting in Q1 2021.

#### CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT

STATUS : Information Item REPORT DATE : December 1, 2020

PREPARED BY : Tim Cutler, Water Distribution Supervisor

Rebecca Scott, Senior Management Analyst

<b>Facilities Maintenance</b>			CIP Projects				
	Complet	ed WO's		Complet	ted WO's		
	Nov.	Year to Date		Nov.	Year to Date		
Backflow Maintenance	0	0	C20-010 Water Mainline	1	1		
Blow Off Maintenance	0	1	C20-011 Water Valves	1	14		
Hydrant Maintenance	39	827	C20-012 Water Services	30	357		
Leak Investigation	0	1	C20-013 Water Meters	5	35		
Mainline Repair/Maintenance	0	6	C20-014 Fire Hydrants	0	12		
Meter Box Maintenance	4	52	C20-103 Pot Hole Main	0	2		
Meter Register Replacement	20	413	TOTAL	37	421		
Meter Repair/ Test/Maintenance	0	9	Water Quality				
Pot Hole Work	0	1	Water Analysis Report: Bact met all California Departn	_	_		
Water Service Repair/Locate	2	6	requirements. 90 samples were collected with no positive results.				
Valve, Mainline Maintenance	80	1,494					
Valve Box Maintenance	0	17					
TOTAL	145	2,827					

# CITRUS HEIGHTS WATER DISTRICT DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : 2020 WATER SUPPLY - PURCHASED & PRODUCED

STATUS : Information Item REPORT DATE : December 2, 2020

PREPARED BY : Brian M. Hensley, Water Resources Supervisor

#### **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.

	2013	2015	2016	2017	2018	2019		20	)20		Year-to-I	Date
Month							Surface	Ground	Total	Total	Compari	son
Month							Water	Water	Water	Water	to	
		,	Total Wate	er Monthly			Purchased Produced Monthly Annual			Annual	2013	
				feet				acre	e feet		acre feet	%
Jan	602.52	570.05	539.60	506.81	531.38	520.86	425.22	93.81	519.03	519.03	-83.49	-13.9%
	******					0_0.00		,,,,,			221.5	-21,2 / 0
Feb	606.36	511.52	484.53	443.99	525.73	447.48	488.25	101.55	589.80	1,108.83	-100.05	-8.3%
100	000.50	311.32	404.55	773.77	323.73	447.46	400.23	101.55	307.00	1,100.03	-100.03	-0.5 /0
Mar	819.55	725.95	517.56	546.60	540.78	516.87	569.86	84.45	654.31	1,763.14	-265,29	-13.1%
Iviai	619.33	123.93	317.30	340.00	340.76	310.67	309.80	04.43	034.31	1,703.14	-203.29	-13.1 /0
<b>A</b>	4 000 -0	<b>5</b> < 4 . 0 0	<b>677</b> 04			<0 <b>2</b> 00	<=0 ==	00.70		2 - 2 2 2 2 2		1= 00/
Apr	1,029.73	761.02	677.81	575.52	646.09	682.90	678.55	88.69	767.24	2,530.38	-527.78	-17.3%
3.5												
May	1,603.43	869.08	979.49	1,138.72	1,072.27	977.41	1,103.17	65.82	1,168.99	3,699.37	-962.22	-20.6%
Jun	1,816.73	1,065.10	1,343.76	1,412.94	1,387.03	1,328.07	1,349.71	126.11	1,475.82	5,175.19	-1,303.13	-20.1%
Jul	2,059.21	1,184.95	1,544.57	1,650.76	1,737.13	1,582.40	1,571.79	111.04	1,682.83	6,858.02	-1,679.51	-19.7%
Aug	1,924.28	1,188.18	1,579.80	1,570.80	1,583.78	1,603.36	1,542.97	117.62	1,660.59	8,518.61	-1,943.20	-18.6%
				·							•	
Sep	1,509.82	1,069.78	1,257.91	1,441.76	1,330.19	1,297.12	1,158.99	222.15	1,381.14	9,899.75	-2,071.88	-17.3%
Jep	1,500.02	1,005.70	1,237.51	1,111.70	1,550.15	1,27,112	1,120.55	222.13	1,501.11	,,0,,,,	2,071.00	17.070
Oct	1,297.42	918.67	840.80	1,128.97	1,061.88	1,083.17	1,009.84	175.16	1 195 00	11,084.75	-2,184.30	-16.5%
Oct	1,297.42	910.07	040.00	1,120.97	1,001.00	1,065.17	1,009.04	1/3.10	1,165.00	11,004.73	-2,104.30	-10.3 /0
Nass	011.5	500 6	561.00	(21.55	007.5	020.05	(24.12	155.01	7500:	11.064.00	0.04 / 5 /	16 207
Nov	911.55	589.6	561.82	631.55	807.7	839.06	624.13	155.21	7/9.34	11,864.09	-2,316.51	-16.3%
Dec	700.94	519.57	518.62	574.43	558.97	548.17						
Total	14,881.54	9,973.47	10,846.27	11,622.85	11,782.93	11,426.87	10,522.48	1,341.61	11,864.09	11,864.09		
% of							00.525					
Total							88.69%	11.31%				

#### CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : WATER SUPPLY RELIABILITY

STATUS : Information Item REPORT DATE : December 9, 2020

PREPARED BY : Brian Hensley Water Resources Supervisor

#### **OBJECTIVE:**

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

#### **BACKGROUND AND ANALYSIS:**

As of December 1, 2020, storage in Folsom Lake (Lake) was at 320,243 acre-feet, 33 percent of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 31,477 acre-feet in the past month.

The District's total water use during the month of November 2020 (779.34 acre-feet) was 16.5 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 16, 2020 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE

STATUS : Information Item REPORT DATE : December 2, 2020

PREPARED BY : Rex W. Meurer, Water Efficiency Supervisor

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

#### ACTIVITIES AND PROGRESS REPORT

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

- Six High Efficiency Toilet (HET) rebates were processed for the month of November. This compares to 18 HET rebates processed for the month of November 2019. The five year monthly average (2015-2019) of November HET rebates is 20.
- A total of 10 High Efficiency Clothes Washer (HECW) rebates were issued during the third quarter of 2020. This compares to nine rebates issued for the third quarter of 2019. A total of 21 HECW rebates have been issued year to date. As of 12/31/2020, SMUD will no longer process HECW rebates for the District. The District will begin processing the rebates in-house.
- 18 service calls were completed for the month of November. There were two reports of water waste received in November through CHWD's Water Efficiency web page. Staff continues reaching out to customers via telephone for water waste violations and leak notifications.
- CHWD's WaterSmart classes will continue to be given online as "virtual" classes for 2021. Staff is currently developing a schedule for WaterSmart classes for 2021. Classes will cover topics such as tree care, irrigation controller basics, what and where to plant in your yard, and a demonstration class to be held at the Sylvan Ranch Community Garden (SRCG). Attendees will participate in a live Q & A session during each presentation. All virtual classes are being archived on CHWD's website and on YouTube, where they can be viewed there any time.
- CHWD has developed three garden plots at the SRCG. The plots feature water efficient landscaping. The plots are being used as an education area for activities, such as workshops, demonstrations and presentations. CHWD has recruited a volunteer "Garden Corps" of CHWD customers willing to help plant and maintain the District's garden plots. Volunteers are responsible for periodically checking on the plots by removing weeds and checking the irrigation, including the smart controller timers. On Saturday, November 14, the Garden Corps members worked with a certified landscaping specialist to plant the first flowers and plants in CHWD's plots, including the installation of irrigation. That event was video recorded to share with CHWD's customers via YouTube and CHWD's new web site.

• The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

Month	R-GPCD 2019	R-GPCD 2020	% CHANGE
January	76	76	0%
February	72	92	+21.7
March	75	95	+26.6
April	103	116	+12.6
May	147	170	+15.6
June	200	222	+11.0
July	231	245	+6.0
August	234	242	+3.4
September	195	208	+6.6
October	158	147	-6.9
November	126	117	-7.1%

• The following table summarizes the service requests and work orders of Water Efficiency staff for November 2020:

SERVICE REQUESTS	2020	2019
CONSERVATION REQUEST	18	10
WATER EFFICIENCY	3	2
REVIEWS		
HIGH EFFICIENCY TOILET	6	18
REBATES		
CHECK FOR LEAK	0	1
UNABLE TO OBTAIN METER	47	37
READ		
TRIM SHRUBS	25	30
METER BURIED	39	35
METER MAINTENANCE	22	34
LOCKED GATE	0	3
RE-READ METER	2	17
READ METER	0	0
METER BOX	4	0
MAINTENANCE		
MOVE-IN/MOVE-OUT	33	22
CAR OVER METER	19	13
INSTALL METER	1	0
TOTAL	202	222

WORK ORDERS	2020	2019
CHANGE TOUCH-	0	2
READ TO RADIO		_
READ		
CONVERT TO	1	1
RADIO-READ		
METER		
METER BOX	4	5
MAINTENANCE		
METER REPAIR	1	1
METER	5	1
REPLACEMENT		
METER TESTING	1	0
REGISTER	5	11
REPLACEMENT		
RADIO-READ	3	13
REGISTER		
REPLACEMENT		
INSTALL METER	5	0
TOTAL	28	30

#### CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE AUCTION OF

**SURPLUS EQUIPMENT** 

STATUS : Action Item

REPORT DATE : November 24, 2020

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer/Interim Director of Operations

Rebecca Scott, Senior Management Analyst

#### **OBJECTIVE:**

Consider authorizing the sale of surplus equipment by selling it at public auction.

#### **BACKGROUND AND ANALYSIS:**

Under District Policy No. 5750, Disposal of Surplus Property, any District property with an estimated value greater than \$4,000 shall be disposed as surplus with the authorization of the Board of Directors. Based on the District's fleet replacement plan, the following vehicle is scheduled for disposal:

Vehicle 31: 2012 Ditch Witch FX 30 (500 gal. vacuum excavator)

This vacuum excavator has more than 2,100 hours of use, and it is no longer financially prudent to continue repairing it. Along with the vacuum excavator, staff will be taking two older trucks and a solar arrow board trailer, each worth less than \$4,000, to auction.

#### **RECOMMENDATION:**

Authorize the sale of District Vehicle No. 31 at public auction.

#### **ACTION**:

Moved by Director	, Seconded by Director _	, Carried _	

#### CITRUS HEIGHTS WATER DISTRICT

#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL

SERVICES AGREEMENT WITH ALEXANDER'S CONTRACT SERVICES, INC.

FOR METER READING AND SUPPORT SERVICES

STATUS : Action Item REPORT DATE : December 8, 2020

PREPARED BY: Rebecca Scott, Senior Management Analyst

Rex Meurer, Water Efficiency Supervisor

#### **OBJECTIVE:**

Consider approval of a professional services agreement with Alexander's Contract Services, Inc. for Meter Reading and Support Services.

#### **BACKGROUND AND ANALYSIS:**

Alexander's Contract Services, Inc. has provided meter reading and support services to the District since 1999. As the District's meter population increased from a few thousand meters to almost 20,000 meters, Alexander's has continued to accommodate the District's meter reading requirements in a cost and operationally efficient way.

In addition to its work in the United States and abroad, Alexander's reads meters for many of the water agencies in the greater Sacramento area. As CHWD maintains a small staff, utilizing contract resources such as Alexander's is essential to keep ongoing operating expenses down, while ensuring that resources are available to complete meter reading in a timely and effective manner.

In an effort to systematically update all of the District's agreements through a thorough review by the District's legal counsel, BB&K, staff has prepared the accompanying professional services agreement with Alexander's. This evergreen agreement includes the District's current insurance requirements and modest price increases based on the Consumer Price Index. In addition, all price increases must be agreed upon by both parties.

Under the terms of the agreement, Alexander's will continue reading the majority of the District's meters on the weekly/per route cycle currently in place. In addition, Alexander's will continue to notify District staff of any damaged meters, boxes and/or lids, visible leaks or any other issues requiring the District's attention.

#### **RECOMMENDATION:**

Approve the professional services agreement with Alexander's Contract Services, Inc., and authorize the General Manager to execute the agreement.

#### **ATTACHMENT:**

Professional Services Agreement with Alexander's Contract Services, Inc. for meter reading services

Agreement with Alexander's Contract Services, Inc. December 16, 2020 Board Meeting		Agenda Item CC-18 Page 2	
ACTION:			
Moved by Director	_, Seconded by Director	, Carried	

#### CITRUS HEIGHTS WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of November \_\_\_\_\_, 2020 by and between the Citrus Heights Water District, an irrigation district organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California ("District"), and Alexander's Contract Services, Inc. a California corporation, with its principal place of business at 8655 Morro Road, Suite C, Atascadero, CA 93422 ("Consultant" or "ACS"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### **RECITALS**

A. District is a public agency of the State of California and is in need of professional services for the following project:

Meter Reading and Support Services (hereinafter referred to as "the Project").

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

#### **AGREEMENT**

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Scope of Services and Term.
- 1.1 <u>Scope of Services.</u> Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A."
- 2.1 <u>Term.</u> The term of this Agreement shall continue in force until either party notifies the other party in writing of its intent to terminate this agreement as outlined in Section 16. Consultant shall meet any other established schedules and deadlines set forth in Exhibit "A." All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

#### 2. Compensation.

Consultant shall receive compensation for all Services rendered under this Agreement at the rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. Pricing as set forth in Exhibit "B" will remain in effect through December 31, 2023. For the years 2024 and later, pricing will be reviewed based upon the U.S. Department of Labor Consumer Price Index ("CPI") All Urban Consumers - West and mutually agreed upon by District and Consultant.

Increases shall not to be greater than 2.5% annually for the years 2024 and later. Additional Work may be authorized as described below.

This amount is to cover all printing and related costs, and the District will <u>not</u> pay any additional fees for printing expenses. Periodic payments shall be made within 45 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made within 30 days of the receipt of invoice.

#### 3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

#### 4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

#### 5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within the schedule as referenced in Exhibit B. The Notice to Proceed shall set forth the date of commencement of work.

#### 6. Delays in Performance.

- a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### 7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

#### 8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

#### 9. <u>Assignment and Subconsultant</u>

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

#### 10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. <u>Insurance</u>. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

#### a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
  - (1) Bodily Injury and Property Damage
  - (2) Personal Injury/Advertising Injury
  - (3) Premises/Operations Liability
  - (4) Products/Completed Operations Liability
  - (5) Aggregate Limits that Apply per Project
  - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
  - (7) Contractual Liability with respect to this Contract
  - (8) Broad Form Property Damage
  - (9) Independent Consultants Coverage
- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- (v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

#### b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteer's additional insured status.
- (iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

#### c. <u>Workers' Compensation/Employer's Liability</u>

- (i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

#### d. <u>Professional Liability (Errors and Omissions)</u>

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

#### e. <u>Minimum Policy Limits Required</u>

(i) The following insurance limits are required for the Agreement:

#### Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate

for bodily injury, personal injury, and property

damage

Automobile Liability \$1,000,000 per occurrence for bodily injury and

property damage

Employer's Liability \$1,000,000 per occurrence

Professional Liability \$1,000,000 per claim and aggregate (errors and

omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

#### f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

#### g. <u>Policy Provisions Required</u>

- (i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.
- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

#### h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:
  - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

#### i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.
- (iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
- j. <u>Subconsultant Insurance Requirements</u>. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

#### 12. Indemnification.

- To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.
- b. Additional Indemnity Obligations. Consultant shall defend, with counsel of District's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by the District, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the District, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents and volunteers.

#### 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its 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. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of

contractors and subcontractors. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

#### 14. <u>Verification of Employment Eligibility</u>.

By executing this Agreement, Consultant 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 subconsultants and sub-subconsultants to comply with the same.

#### 15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Sacramento, State of California.

#### 16. Termination or Abandonment

- a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of

substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project ("Documents & Data") shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District. Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. Consultant shall have the right to retain and use copies of any Documents & Data furnished or to be furnished by Consultant less any specific details provided by the District unless such details are within the public realm. All Documents & Data are instruments of service and are not intended to be modified or represented to be suitable for reuse on other projects by District except as may be contemplated pursuant to the terms of this Agreement. Any such modification or reuse without Consultant's prior written approval will be at District's sole risk, without liability or legal exposure to Consultant. Rights to intellectual property developed, utilized, or modified in the performance of the services under this Agreement including the Documents & Data developed hereunder ("Intellectual Property") shall remain the property of Consultant. Consultant hereby grants to District an irrevocable, nonexclusive, royalty-free license to utilize Intellectual Property provided to District as part of the Services for the purposes set forth in this Agreement.

#### 18. Organization

Consultant shall assign Mark Hibshman as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

#### 19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

#### 20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT CONSULTANT:

Citrus Heights Water District Alexander's Contract Services, Inc.

6230 Sylvan Road 8655 Morro Road, Suite C

Citrus Heights, California 95610 Atascadero, CA 93422

Attn: Rex Meurer Attn: Mark Hibshman

and shall be effective upon receipt thereof.

#### 21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

#### 22. <u>Equal Opportunity Employment.</u>

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

#### 23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. 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. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

#### 24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

#### 25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

#### 26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

#### 27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

#### 28. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

#### 29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

## SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITRUS HEIGHTS WATER DISTRICT AND ALEXANDER'S CONTRACT SERVICES, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITRUS HEIGHTS WATER DISTRICT	ALEXANDER'S CONTRACT SERVICES INC.
By:	By:
Printed Name:	Printed Name:
Its:	Its:
	Federal ID No Business License Number (City of Citrus Heights)

#### EXHIBIT A

#### Scope of Services

#### I. Meter Reading Services

- Perform activities required to complete Meter Reading Services for all water meters
  located in or served by District, whether now existing or hereafter installed, during
  the term of our Agreement or any extension hereof, including, but not limited to,
  activity required to assist with the development of adequate Meter Routes, train
  Meter Readers and modify and/or configure computer programs.
- Provide Certified Reads on Meters for Negative, Unread with Notes, Double High.
- Provide Certified Read on all Trouble and Maintenance Codes
- Consultant acknowledges that the Service Area of the District is subject to change.
- Provide and maintain for the Meter Readers all apparatus necessary to perform the Services.
- Deliver Meter Reads via personalized Web Page proprietary to ACS for the District or any other agreed-upon medium to the District.
- As required operationally, re-sequence Meter Routes as needed in coordination with the District's Customer Service Supervisor or appointed Supervisor.
- Provide the Services for existing Meter Reading Cycles. There shall be no change in number of Meter Reading Cycles without the prior consent of District and Consultant. Ensure that reading equipment and files are compatible with the District's based operating systems.
- Notify the District the same day as Consultant observes them, of any hazardous conditions requiring immediate attention (i.e. broken water meter box lids or any other sidewalk "trip" hazards, broken meters, water bubbling up in sidewalk, gutter or street that could possibly be a water line break).
- The Consultant will make every effort to obtain reads on hard to get to meters and if Consultant is unable to obtain the read Consultant shall provide a certified certificate for the location. Consultant shall be excused from compliance with the performance criteria in the event such failure to comply was due to uncontrollable forces.
- Report to District damaged meters, damaged meter boxes and/or lids, leaking meters (if observed), missing or damaged touch pads or any other repairs that need to be made by District at time of attempted read.
- At all times, employ only competent readers, experienced or well trained in the task being performed, and who are familiar with meter locations, and Consultant shall continuously oversee the activities of such readers.
- All Consultant staff and employees will have a background check completed and drug tested upon hiring or in the case of an accident.
- All Consultant staff will be identified with a vest, badge and proper attire.

#### **EXHIBIT B**

#### Schedule of Charges/Payments

Consultant will read meters on a weekly/per route cycle on a rotating schedule agreed upon by the Consultant and the District. Consultant will invoice District on a weekly/per route cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work as required in Section 3 of this Agreement, Additional Work. This is a time-and-materials contract.

ACS will keep the per cycle pricing at the current rate of:

- \$0.69 per Touch Read Meter
- \$0.69 per Manually Read Meter
- \$580.00 Base Fee

#### CITRUS HEIGHTS WATER DISTRICT

### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH

C.E. COX ENGINEERING, INC. FOR THE WELLS AVENUE AND

WISCONSIN DRIVE WATER MAIN PROJECT

STATUS : Action Item

REPORT DATE : December 2, 2020

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

Paul Dietrich, Project Manager

#### **OBJECTIVE:**

Consider acceptance of a bid to install water mains along Wells Avenue and Wisconsin Drive.

#### **BACKGROUND AND ANALYSIS:**

The Wells Avenue and Wisconsin Drive Water Main Project (Project) will complete two (2) capital improvement projects that are part of the District's 1999-2029 Capital Improvement Plan. These projects appear in the 2020 Capital Projects Budget as the Wells Avenue Main Replacement Project (C19-106) and the Wisconsin Drive Water Main Replacement Project (C20-106). The Project includes installing 273 linear feet of 8-inch water main, 761 linear feet of 6-inch water main, two (2) 10-inch gate valves, one (1) 8-inch gate valve, five (5) 6-inch gate valves, three (3) steamer fire hydrants, one (1) 1" air/vacuum valve, four (4) 1-inch metered water services, eighteen (18) 1-inch water services with curb stops, and one (1) water service reconnection at main.

The District received four (4) sealed proposals on December 1, 2020, at which time proposals were opened and read publicly. The apparent low bidder is C.E. Cox Engineering, Inc., Orangevale, Ca. Bids received are as follows:

1.	C.E. Cox Engineering, Inc.	\$363,695.00
2.	Martin General Engineering, Inc.	\$438,081.00
3.	Lund Construction Company	\$528,490.00
4.	Rawles Engineering, Inc.	\$824,432.00

The lowest responsive bid received was from C.E. Cox Engineering, Inc., at \$363,695.00 as noted above. This bid was approximately .47% below the Engineering Estimate of \$365,404.00. There are sufficient funds within the 2020 adopted Capital Projects Budget for this Project.

#### **RECOMMENDATION:**

Accept the bid of C.E. Cox Engineering, Inc. in the amount of \$363,695.00 and establish a contingency fund in the amount of \$36,370.00 (10%), for a total amount of \$400,065.00. Authorize the General Manager to execute an agreement with C.E. Cox Engineering, Inc.

#### **ATTACHMENT:**

Wells Avenue and Wisconsin Drive Water Main Project Construction Agreement

<u> </u>	<u>AC'</u>	<u>TI</u>	<u>ON</u>	:
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M 11 D'	C 1.11 D'		
Moved by Director _	, Seconded by Director	, Carried	

# WELLS AVENUE AND WISCONSIN DRIVE WATER MAIN PROJECT

SPECIFICATIONS FOR PROJECT NO. C19-106 PROJECT NO. C20-106



ISSUED FOR BID: OCTOBER 27, 2020



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

916/725-6873 • 916/725-0345 Fax

#### INTRODUCTORY INFORMATION PROJECT TITLE PAGE ......COVER SECTION 00001 TABLE OF CONTENTS .....i. **SECTION 00010** SECTION 00100 **BIDDING REQUIREMENTS** INSTRUCTIONS TO BIDDERS......4 SECTION 00200 SECTION 00400 CONTRACTOR'S CERT. RE WORKERS' COMPENSATION .. 17 **SECTION 00405** BID BOND ......18 **SECTION 00410 SECTION 00420** NON-COLLUSION DECLARATION ......20 CONTRACTOR INFORMATION AND EXPERIENCE FORM....21 SECTION 00430 LIST OF SUBCONTRACTORS FORM .....29 **SECTION 00440 SECTION 00441** IRAN CONTRACTING ACT CERTIFICATION ......32 CONTRACT FORMS CONTRACT ......33 **SECTION 00500 SECTION 00610** PERFORMANCE BOND ......37 PAYMENT BOND......41 SECTION 00620 **CONDITIONS OF THE CONTRACT** SECTION 00700 GENERAL CONDITIONS 44 DEFINITIONS......44 ARTICLE 1. CONTRACT DOCUMENTS ......45 ARTICLE 2. ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE .. 46 CONTRACTOR SHALL MAINTAIN A CLEAN. ......46 ARTICLE 4. UNDAMAGED SET OF CONTRACT DOCUMENTS AT THE PROJECT SITE EXISTENCE OF UTILITIES AT THE WORK SITE......47 ARTICLE 5. ARTICLE 6. SCHEDULE ......50 SUBSTITUTIONS......51 ARTICLE 7. ARTICLE 8. SHOP DRAWINGS......52 ARTICLE 9. SUBMITTALS......52 ARTICLE 10. MATERIALS......53 CONTRACTOR'S SUPERVISION ......53 ARTICLE 11. ARTICLE 12. WORKERS.......53 ARTICLE 13. SUBCONTRACTORS ......54 ARTICLE 14. VERIFICATION OF EMPLOYMENT ELIGIBILITY ......54 ARTICLE 15. PERMITS AND LICENSES ......54 ARTICLE 16. UTILITY USAGE ......55

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# SECTION 00100 NOTICE INVITING BIDS

### **NOTICE INVITING BIDS**

Citrus Heights Water District ("District") will receive sealed bids for the Wells Avenue and Wisconsin Drive Water Main Project no later than <u>December 1, 2020 at 2:00 pm</u>, at the Administrative Office of Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610, at which time said bids will be read aloud. **If bids are being dropped-off, please call (916) 725-6873 prior to arrival to coordinate drop-off as the District is closed to the public due to COVID-19.** The District will not accept late bids. Bids shall be valid for <u>60 calendar days</u> after the bid opening date.

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

The Project consists of all Work described in the Contract Documents and generally consists of furnishing of all labor, materials, tax, equipment and services for the construction and completion of the following work all within the roadways of Wells Avenue and Wisconsin Drive within the City of Citrus Heights. The work to be completed includes, but is not limited to, installing 273 linear feet of 8-inch water main, 661 linear feet of 6-inch water main, two (2) 10-inch gate valves, one (1) 8-inch gate valve, five (5) 6-inch gate valves, three (3) steamer fire hydrants, four (4) 1-inch metered water services, and eighteen (18) 1-inch water services with curb stops, and one (1) water service reconnection at main.

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 <a href="https://planroom.csdsinc.com/">https://planroom.csdsinc.com/</a> 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

SECTION 00100
NOTICE INVITING BIDS

# SECTION 00100 NOTICE INVITING BIDS

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

Bids will be read aloud. Proper social distancing will be implemented, as necessary. However, bid results are automatically made public by email transmittal to all participants of the Mandatory Pre-Bid Conference and by posting to the District's website at <a href="http://chwd.org/">http://chwd.org/</a>. 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: <u>November 10</u>, <u>2020 at 9AM</u>. Each and every Bidder MUST attend the Pre-Bid Conference. Bids WILL NOT be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference. **The meeting will be held outside**. **Proper social distancing will be implemented**, as necessary. **Masks are recommended**. **Only one (1) person will be allowed from each firm**. **Please enter through the south gate (Gate 2)**.

The last day to submit written questions is <u>November 17, 2020 before 5:00 PM</u>. Submission shall be sent via email to Paul Dietrich at <u>pauld@chwd.org</u>. 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 <u>November 19, 2020</u>.

The District's preliminary cost estimate for this Project is \$365,404.00

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

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NOTICE INVITING BIDS

# SECTION 00100 NOTICE INVITING BIDS

at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

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

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

California Class A General Engineering Contractor.

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

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

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

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

#### **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 17, 2020 before 5:00PM.

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

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

### 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,

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

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

### 12. **BID GUARANTEE (BOND)**

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

#### 13. SUBMISSION OF SEALED BIDS

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

#### 14. **DELIVERY AND OPENING OF BIDS**

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

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

### 15. WITHDRAWAL OF BID

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

### 16. BASIS OF AWARD: BALANCED BIDS

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

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

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

#### 18. **INSURANCE REQUIREMENTS**

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

### 19. **AWARD PROCESS**

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

### 20. FILING OF BID PROTESTS

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

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

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

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

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

If the protest is timely and complies with all of the above requirements, the District's General 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

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 <a href="https://www.dir.ca.gov/oprl/DPreWageDetermination.htm">https://www.dir.ca.gov/oprl/DPreWageDetermination.htm</a>. 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,

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** 

### BID FORM

NAME OF BIDDER: C.E. COX Engineering, INC.

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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:

# WELLS AVENUE AND WISCONSIN DRIVE WATER MAIN PROJECT

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

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

Bid Item	Description	Quantity	Units	Unit Cost	Price
	Wells Avenue C19-106				
1	Mobilization. (8% Max. of total)	1	Lump Sum	2,500 0	2,500.
2	Sheeting, shoring and bracing. (1% Max. total)	1	Lump Sum	1,000.00	1,000.00
3	Traffic control plan and implementation. (5% Max. of total)	11	Lump Sum	2,500.0	2,500.
4	Storm water pollution prevention implementation. (1% Max. of total)	1	Lump Sum	1,50.00	1,500,00
5	Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.)	216	Lineal Feet	180.00	38, 886.
6	Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	57	Lineal Feet	250.	14,250.
7	Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	18	Lineal Feet	220.	3,960,0

8	8" connection to existing 10" water main.	1	Each	8,000.	8,000.
9	8" connection to existing 8" water main.	1	Each	2,900.0	2,900.
10	Install 10" resilient wedge gate valve.	2	Each	3,000.0	6,000.
11	Install 8" resilient wedge gate valve.	1	Each	2,400.	2,400.00
12	Install 6" resilient wedge gate valve.	1	Each	1,950.00	1,950.00
13	Install dry barrel steamer fire hydrant.	1	Each	9,000.00	9,000.
14	Install concrete fire hydrant access pad.	1	Each	900.0	900,00
15	Install 1" air/vacuum relief valve.	1	Each	5,500.00	5,5000
16	Install 1" metered water service.	4	Each	3,500.	14,000.00
17	Install 1" water service with curb stop.	1	Each	1,800.00	1,800.00
18	1 1/4" PVC water line reconnection to customer line.	200	Lineal Feet	40.0	8,000.00
19	6" Max. depth Asphaltic Concrete (AC) paving restoration.	750	Square Feet	9, a	6,250.
20	3" to 4" Max. depth Asphaltic Concrete (AC) paving restoration.	1650	Square Feet	2,00	11,550.
21	Landscape Restoration	250	Square Feet	10.00	2,500.
22	Remove 1" service saddle and install repair band on water main.	2	Each	1,000.00	2,000.
23	Remove existing valve box.	1	Each	500.0	500,00
		Total Co	st (Wells Av	venue C19-106)	148 340

Bid Item	Description	Quantity	Units	Unit Cost	Price
	Wisconsin Drive C20-106				
24	Mobilization. (8% Max. of total)	1	Lump Sum	2,500,00	2,500.00
25	Sheeting, shoring and bracing. (1% Max. total)	1	Lump Sum	1,000,00	1,000,00

26	Traffic control plan and implementation. (5% Max. of total)	1	Lump Sum	1,000.	1,000.00
27	Storm water pollution prevention implementation.	1	Lump Sum	1,500-00	1,500.0
28	Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench	620	Lineal Feet	150.0	93,000
29	Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	23	Lineal Feet	185.00	4,255,0
30	6" connection to existing 6"	3	Each	2,500.	3500,00
31	Install 6" resilient wedge gate valve.	4	Each	1,950.00	7,800.
32	Install dry barrel steamer fire hydrant.	2	Each	9,000.00	18,000.
33	Install concrete fire hydrant	2	Each	900.00	1,800.00
34	Install 1" water service with curb stop.	17	Each	1,800.00	30,600.
35	Install 1" water service reconnection at main.	1	Each	1,200.00	1,200.
36	3" to 4" Max. depth Asphaltic Concrete (AC) paving restoration.	5000	Square Feet	7,00	35,000
37	Concrete Restoration	50	Square Feet	60,00	3,000.
38	Landscape Restoration.	425	Square Feet	10,00	4,250.
39	Remove existing wharf fire hydrant.	1	Each	950.0	850,00
40	Remove existing tee and	1	Each	2,000, n Drive C20-106)	2,000.

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):

\$ 363,695,00 Total Bid Price in Numbers

Three hundred sixty three thousand six hundred Ni vety five dollars
Total Bid Price in Written Form

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

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

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

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

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No.  $\frac{72735}{120}$  (Expiration Date  $\frac{2771}{120}$ ) ass of license

A C10. Bidder certifies that it and all sub-contractors are registered with the Department of Industrial Relations to perform public work, Registration No 100425672 (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.

- 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.
- Attached is the completed Bidder Information Form.
- Attached is the completed Iran Contracting Act Certification.
- 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 C, E, Cox Engineering, INC.

Signature

Name and Title Clifton E Cox Ir President

Dated 11/30/2020

END OF BID FORM

# SECTION 00405 CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder	C.E. Cox	Engineering,	INC.
Signature			
Name Clifton	E Cox	3H	
Title Presider			
Dated 11/30/3	2020		

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

## SECTION 00410 BID BOND

## BID BOND

The makers of this bond are,	C.E. Cox Engineering, Inc.
as Principal, and The Ohio Casualty Insur- Surety and are held and firmly bound unto C the District, in the penal sum of TEN PERCE Principal submitted to District for the work do in lawful money of the United States, well a	ance Company , as litrus Heights Water District, hereinafter called ENT (10%) OF THE TOTAL BID PRICE of the escribed below, for the payment of which sum and truly to be made, we bind ourselves, our and assigns, jointly and severally, firmly by
THE CONDITION OF THIS Principal has submitted the accompanying the Wells Avenue and Wisconsin Drive Water Market (INSERT PROJECT NAME).	OBLIGATION IS SUCH that whereas the bid dated, 20, for
Contract Documents; and if bid is rejected the Contract, signs the Contract and provide the Contract Documents; then this obligation will remain in full force and effect and upon a District, it being expressly understood and	draw its bid within the time specified in the or, in the alternate, the Principal is awarded es all documents to the District as required by a shall be null and void. Otherwise, this bond default of the Principal shall be forfeited to the agreed that the liability of the Surety for any amount of this obligation as herein stated, as
extension of time, alteration or addition to	ereby stipulates and agrees that no change. the terms of the Contract Documents shall urety does hereby waive notice of any such
IN WITNESS WHEREOF, th instrument under their several seals this 24th and corporate seal of each corporation.	e above-bound parties have executed this Day of <u>November</u> , 20 <b>20</b> , the name
(Corporate Seal)	C.E. Cox Engineering, Inc. Contractor/ Principal
SY MS.	Title President  The Ohio Casualty Insurance Company
(Corporate Seal)	Surety By
(Attach Attorney-in-Fact Certificate)	P. Jarvis Attorney-in-Fact Title The Ohio Casualty Insurance Company PO Box 34526, Seattle, WA 98124 Ph: 206-473-6210 Fax: 866-548-6837 email: HOSCL@libertymutual.com

SECTION 00410 BID BOND

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

and the second	Y 7
State of California	)(2
County of EL USRADO	
On DECEMBER 1, 252" before me, _	Barry J. Bullis, Notary Public
Date ,	Here Insert Name and Title of the Officer
personally appeared CLIPFONG E	E. Coy J.2
	Name(s) of Signer(s)
subscribed to the within instrument and ackr	가게 하시다면 되어 하게 하시다면 하게 하게 되었다면 하네요. 그 그리고 하는 것이 없는데 하다.
	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.
BARRY J. BULLIS COMM. # 2328651 OF THE PROPERTY OF THE PROPERT	Signature
COMM. EAPIRES MAY 17 2024	Signature of Notary Public
Place Notary Seal Above	
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Place Notary Seal Above  Though this section is optional, completing to fraudulent reattachment of the section of Attached Document  Title or Type of Document: Signer(s) Other The section of Pages: Signer(s) Other Signer(s) Other The section of Pages: Signer(s) Other Si	OPTIONAL  this information can deter alteration of the document or this form to an unintended document.  Document Date:  Document Date:  Signer's Name:  Signer's Name:  Partner — Limited General Individual Attorney in Fact Guardian or Conservator

# CALIFORNIA ALL-PURPOSE 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.

	}
County of Sacramento	J
On 11 24 2020 before me,	Rebecca Overby , Notary Public, Insert Name of Notary exactly as it appears on the official seal
personally appeared P. Jarvis	Name(s) of Signer(s)
REBECCA OVERBY COMM. # 2240111 NOTARY PUBLIC © CALIFORNIA SACRAMENTO COUNTY COMM. Exp. MAY 2, 2022	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 bis/her/their authorized capacity(ies) and that by bis/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.
Place Notary Seal Above	Witness my hand and official seal.  Signature  Signature of island Public
N	— OPTIONAL —
Though the information below is not requal and could prevent fraudulent re	ired by law, it may prove valuable to persons relying on the document emoval and reattachment of the form to another document.
Description of Attached Document	
Description of Attached Document  Title or Type of Document:	ired by law, it may prove valuable to persons relying on the document emoval and reattachment of the form to another document.
Description of Attached Document  Title or Type of Document:  Document Date:	ired by law, it may prove valuable to persons relying on the document emoval and reattachment of the form to another document.



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

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

Certificate No: 8201518-988650

on any business day

Power of Attorney call 0 am and 4:30 pm EST

9:00 t

between

validity of

To confirm the vi 1-610-832-8240

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire	, Ihat
Liberty Mulual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly orga	inized
under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, L.K. Lau	1,
Peggy Roy, P. Jarvis, R. Overby, M. Quintanilla	

all of the city of	Sacramento	state of	California	each individually if there be more than one named, its true and lawful attorney-in-fact to make,
execute, seal, acknow	vledge and deliver, for an	d on its behalf as s	urety and as its act ar	nd deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance
of these presents and	d shall be as binding upo	n the Companies	as if they have been	duly signed by the president and attested by the secretary of the Companies in their own proper
persons.		A VIII A CALLED	ALC: ALC: ALC: ALC: ALC: ALC: ALC: ALC:	daj di manjusti nga mangang mangang 1900 ang mangang mangang ng mangang pagang pagang pagang pagang pagang pa

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of July \_\_\_\_, 2019\_

1912 CORPORTED CO





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

By: affavid / lang

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

On this 8th day of July , 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casually Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



#### COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021

Member, Pennsylvania Association of Nolaries

By: Teresa Pastella

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of November , 2020







By: Renee C. Llewellyn, Assistant Secretary

### Section 00420 Non-Collusion Declaration

### NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the owner poesident of C.E. Cox Eng. Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the that the foregoing is true and correct and that this	declaration is executed on
/// 30/2020 [date], at	Orangevale [city],
(Signature) Clifton E Con Jr	
(Print Name) OWNER/ President	
(Print Title) /1/30/2020	
(Date)	

END OF NON-COLLUSION DECLARATION

Section 00420
Non-Collusion Declaration

# SECTION 00430 CONTRACTOR INFORMATION AND EXPERIENCE FORM

## CONTRACTOR INFORMATION AND EXPERIENCE FORM

### A. INFORMATION ABOUT BIDDER

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

NOT inform		Where Bide provided for	der is a joint v all parties to t	venture, pages the joint ventu	s shall be du re.	plicated and
1.0	Nam	e of Bidder:	C.E.C	OX ENS.	iweering	, INC.
2.0	Туре	e, if Entity:	Corpo	ration		
3.0	Bidd	er Address:	8669	B ELM A	tue	
	_0	rangeva	ale, c	A 95	662	
	191	6) 987-	0640	(	916) 99	5-1959
		imile Numbe		Tele	ephone Num	ber
4.0	How Cont	many year ractor?	s has Bidde 2	er's organizat	ion been ir	n business as a
5.0		many years ent name? _		s organization	n been in b —	usiness under its
	5.1	Under who		former name	s has Bido	der's organization
6.0	If Bio	ider's organiz	ation is a cor	poration, ansv	wer the follow	wing:
	6.1	Date of Inc	orporation:		_	Υ.
	6.2	State of Inc	corporation:	CL	+	
	6.3	President's	Name:	Clifton	E Con J	-
	6.4	Vice-Presid	dent's Name(s	s): CliFLw	E Gx TI	<u> </u>
	6.5	Secretary's	s Name:	Clifty	E Core T	<u></u>

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
- 21 -

	6.6	Treasurer's Name: Clifton E Cox Ir
7.0	If a	individual or a partnership, answer the following:
	7.1	Date of Organization:
	7.2	Name and address of all partners (state whether general or limited partnership):
	-	
8	0.6	If other than a corporation or partnership, describe organization and name principals:
9	9.0	List other states in which Bidder's organization is legally qualified to do business.
	10.0	What type of work does the Bidder normally perform with its own forces?  Excavation, Pipe Tustallation, Concrete work, Asphalfine Sow atting.
	11.0	Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
1	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

00

List	Trade References:
I	Conit waterworks.
A.	Tiechert Aggregates
-	R Trucking.
	D Supply White Cap.
	Bank References (Bank and Branch Address):
	5. BANK
-	199 Surnise Blul
	trus Heights, CA 956/0
	Dies Height, EH 1380
	e of Bonding Company and Name and Address of Agent:
Nam	o of boriaing company and realise and readioco or regent.

## B. LIST OF CURRENT PROJECTS (Backlog)

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

Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name/ Phone Number
Sustali 8" C-9 av Leter Mains, Values, Fittuss, ARVS, Hydrauts, 1"42" Services in Metrs is PRV's., Samplins station, Ecti-	12/18/2020	1,400,000,0	(530) 642-5557 City of Placerulle.
remove & replace 12" Comp Pipe with	4	24,850.	Lindson Smith (530) 574-5734 Woodland - Davis Mean water Agency
remove graplace Existing & "Main with 8" Di pipe & 2" Blow off, I"with source	paper Doc starte should composet project-some to	ne	Michael Nisonboy G16)967-5723 Fair OAKs Water District.
			5
	Bidder's Work  Sustali 8" C-9 20  keter mains, values,  Fitting, ARVS,  Hydrants, 1"42"  Services in meters is  PRV's., Samplins  Stations, Ecti-  Cemoure is  Ceplace 12"  Comp Pipe with  10" C-500 Pipe  a cross Bounty Ro  remove is replace  Existing 6" man  with 8" Di Pipe  4 2" Blow off,	Bidder's Work  Date  Sustali 8" C-500  Refer mains, values,  Fitting, ARV'S,  Hydrants, 1"42"  Services in meters is  PRV'S., Sampling  Station, Ecti-  Cemoure is  Ceplace 12"  Comp Pipe with  10" C-500 Pipe  a cross Quanty RD  102.  remove is replace  Existing 6" man  With 8" Di Pipe  to 2" Blow off, at the fall of  at the fall of	Bidder's Work  Date  Bidder's  Work  Sustall 8" C-500  Leter Mains, Values,  Fitting, ARVS,  Hydrants, 1"42"  Services in Melvs is  PRV's., Samphins  Stations, Ecti-  Cemoure is  Figlace 12"  Comp Pipe with  12/31/2020  Femoure is replace  24,850."  This forman  Existing 6" Man  With 8" Di Pipe  4 2" Blow off,  projects one time  at the Earl of

## 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
Sierra Tank by Pess Project	Denao Pamp slation & TANK. Sustall 8" DIP, Vales, Feltings, Hy- drants, Blowoff, PRS, Coucrate, Parinj.	2018-2019	\$ 460,000	Cory Schiestel (536) 642-5557 City of Placerville
Schwell school Pressure reducins station	Penno old PRS and two stali weed 8 "PEP, values Fithings, Hydraf and Build weed PRS.	2018	\$ 190,000.	Cory Schiestel (570) 642-5557 Gty of placefully
Trussiel Bridse pipe replacement	remove Freplace Dusted & DIP Pipe on Both Sides of Bridge and in the ground.	2018	\$ 279,00°	Peter Wright (916) 808-1472 City of Sacramato

HOPE Pipe with	2019	\$ 170,00°	nick Downte (916) 337-6775
Casing, Hydrats, Values i, fittings.			Tahoe parkwater Company.
6.6" water value		\$ 60,000.	17th Dewarte (9/6) 377-6775 Three Pork water Co Telmout Improvement resort Districts.
INStalle pew 6"x7" bollands at Existing Hydrants	2020	45, av.	Fich Dewarte (616) 337-6779 Talmort resort Improvement District
			Š.
	HPPE pipe with  (B) 46" HPPC  (as in);  Hydrats, Value,  i, fittings.  replace 8"  i, 6" water value,  repair when the  in 8" Mains.  INStalle  pew 6"x7"  bollards at  Existing	18" 46" HOPE  (as in);  Hydrats, Value)  if Ithings.  replace 8"  i, 6" water value  repair wher take  in 8" Mains.  The Stalle  pew 6"x7'  bollowle at  Existing  Hydrants	HOPE Pipe with  18" is 6" HOPE  Casinis,  Hydrats, Values  i, 6" water volve  repair wher bears  in 8" mains.  Two stelle  New 6"27'  bollards at  Existing  Hydrants

### D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

### Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a Section 00430

CONTRACTOR INFORMATION AND EXPERIENCE FORM

management, construction supervision or engineering capacity.

1.	project:
	Peter Reagan - Project Manager/Estimtor 25%
	Clif Cor - Supervision 100%, Jacob Cox - Forman 100%
	Jorathan MUNOZ - Lead Man 100%
2.	Summarize each person's specialized education:
	andgrand utilities, sever, storm Praise, water mais,
	Servicus. Centifel Competent person, Confinal space, Shoreing, CPR,
3.	Servicus. Centifel Competent person, Confinel space, Shareing, CPR, Frist And. Traffic Control, List each person's years of construction experience relevant to the project:
	Peter Regan 50+ years, Clif Cox 40+ years
	Jacob Cox 16+ years, Jonathan munor 5 years
4.	Summarize such experience:
	Public works undergrand utilities

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.

### 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:

		à a projec			1 ///
6 48	DI Trabs	OLD Auburn M Construction	ellys, of 1/	O-Dack-	to 1

### 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	C.E.	Cox	ENSIN	eering,	INC
Signature	6				
Name Clifto	W E COX	e Ir			
Title OWNE	/ pre	iden	+		
Dated _// 3	1202	U	_		

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.

License & Registration Numbers	% of the Work	Location of Business	Subcontractor	Portion of the Work
983646 1000025951	1%	P.O. Bux 610 Rosenlle, Ca 9567	Premier Concrete Cutting	Asphalt & Concrete Cutting
383999	2%	P.O. Bux Folsom, CA 95%3	Rawles Engineering, INC.	Harizontal Orilling Water Services

# SECTION 00440 LIST OF SUBCONTRACTORS FORM

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
-				
			1	

Name of Bidder	C.E.	Cox	Engi Heering	INC.
	1		,	
Signature				

Section 00440 List of Subcontractors Form - 30 -

### **SECTION 00440** LIST OF SUBCONTRACTORS FORM

Name and Title	Clifton E GOX IV	_ President
Dated//_	30/2020	

END OF LIST OF SUBCONTRACTORS FORM

1

### 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:

A

The Contractor is not:

	(i)	identified on the current list of persons and entities engaging in invactivities in Iran prepared by the California Department of General States and appropriate Contract Code acction.	Services
	(ii)	in accordance with subdivision (b) of Public Contract Code section a financial institution that extends, for 45 Days or more, credit in the of \$20,000,000 or more to any other person or entity identified on the list of persons and entities engaging in investment activities in Iran p by the California Department of General Services in accordan subdivision (b) of Public Contract Code section 2203, if that person uses or will use the credit to provide goods or services in the energin Iran.	amount current repared ice with or entity
	Act of be u	trict has exempted the Contractor from the requirements of the Iran Cor of 2010 after making a public finding that, absent the exemption, Dis unable to obtain the goods and/or services to be provided pursuan atract.	trict will
	The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.		
Signe	ed		
Titled	pre	esident	
		F, Cox Engineering, INC.	
Date_		170/2020	
	4		

Note: In accordance with Public Confract 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 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 no exceed \$1,000,000.		
Signe	d		
Titled_			
Firm_			
Date_			

**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 00441
IRAN CONTRACTING ACT CERTIFICATION

### **CONTRACT**

THIS CONTRACT is made this	Day of	, 2021, i	n the County of
Sacramento, State of California, by and	I between the	Citrus Heights	Water District,
hereinafter called District, and C.E. Cox E	ngineering, Inc	., hereinafter ca	lled Contractor.
The District and the Contractor for the con	siderations sta	ted 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:

### **Wells Avenue and Wisconsin Drive Water Main Project**

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

**ARTICLE 2. TIME FOR COMPLETION**. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **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 Three Hundred Sixty Three Thousand, Six Hundred Ninety Five Dollars (\$363, 695.00), 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.

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.

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

C.E. COX ENGINEERING, INC.	CITRUS HEIGHTS WATER DISTRICT
Ву	By
Name and Title:	Name and Title:
	Hilary M. Straus, General Manager
License No.	
<u>72935</u>	
DIR Registration No.	
1000425672	

**END OF CONTRACT** 

#### PERFORMANCE BOND

THAT WHEREAS, the Citrus Heights Water District (hereinafter referred to as

#### KNOW ALL PERSONS BY THESE PRESENTS:

"District") has awarded to "Contractor")	, (hereinafter referred to as the an agreement for
,	erred to as the "Project").
WHEREAS, the work to be performed by the offorth in the Contract Documents for the Project dated referred to as "Contract Documents"), the terms and incorporated herein by reference; and	I, (hereinafter
WHEREAS, the Contractor is required by said C terms thereof and to furnish a bond for the faithf Documents.	•
NOW, THEREFORE, we,,	=
organized and duly authorized to transact business California, are held and firmly bound unto DOLLARS, (\$	s under the laws of the State of the District in the sum of
than one hundred percent (100%) of the total amount well and truly to be made, we bind ourselves, our he successors and assigns, jointly and severally, firmly by	of the Contract, for which amount eirs, executors and administrators,
THE CONDITION OF THIS OBLIGATION IS Sits heirs, executors, administrators, successors or assisabide by, and well and truly keep and perform the cover in the Contract Documents and any alteration thereof	gns, shall in all things stand to and enants, conditions and agreements

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

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.

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
- 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

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 hereun of, 20).	to set our hands and seals this Day	
(Corporate Seal)	Contractor/ Principal  By	
	Title	
(Corporate Seal)	Surety	
	ByAttorney-in-Fact	
Signatures of those signing for the Contract of corporate authority attached.	or and Surety must be notarized and evidence	
(Attach Attorney-in-Fact Certificate)	Title	
The rate of premium on this bond is premium charges, \$ (The above must be filled in by corporate a THIS IS A REQUIRED FORM	per thousand. The total amount of ttorney.)	
Any claims under this bond may be address (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 andAgent or Representative for service of process in California		

Section 00610 Performance Bond

### **Notary Acknowledgment**

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

STATE OF CALIFORNIA COUNTY OF		
On	, 20, before me,	, Notary Public, personally
appeared	Name (a) of Connected	, who proved to me on the basis of satisfactory
me that he/she/they exc	on(s) whose name(s) is/ ecuted the same in his	are subscribed to the within instrument and acknowledged to s/her/their authorized capacity(ies), and that by his/her/their the entity upon behalf of which the person(s) acted, executed
I certify under PENALTY is true and correct.	OF PERJURY under the	ne laws of the State of California that the foregoing paragraph
		WITNESS my hand and official seal.
Signature of No  Though the informand cou  CAPACITY CLAIM  Individual  Corporate Officer	ation below is not required by	OPTIONAL  I law, it may prove valuable to persons relying on the document and reattachment of this form to another document.  DESCRIPTION OF ATTACHED DOCUMENT
Tit	le(s)	Title or Type of Document
□ Partner(s)	0	
☐ Attorney-In-Fact☐ Trustee(s)	g General	Number of Pages
<ul> <li>☐ Guardian/Conservator</li> <li>☐ Other:</li> <li>Signer is representing:</li> <li>Name Of Person(s) Or Entity(ies)</li> </ul>		Date of Document
		Signer(s) Other Than Named Above

Section 00610
Performance Bond

# SECTION 00620 PAYMENT BOND

#### **PAYMENT BOND**

WHEREAS, the Citrus Heights Water District (hereinafter designated as the

### KNOW ALL MEN BY THESE PRESENTS That

"District"), by action taken or a resolution passed, 20has awarded to hereinafter designated as the "Principal," a contract for the work
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

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.

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.

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, v Day of, 20	we have hereunto set our hands and seals this
(Corporate Seal)	Contractor/ Principal  By
	Title
(0, (2,	<u></u>
(Corporate Seal)	Surety
	By Attorney-in-Fact
	Title

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

# SECTION 00620 PAYMENT BOND

### **Notary Acknowledgment**

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

STATE OF CALIFORNIA COUNTY OF		
On	, 20, before me,	, Notary Public, personally
appeared	N () (0)	, who proved to me on the basis of satisfactory
me that he/she/they ex	on(s) whose name(s) is/ecuted the same in his	are subscribed to the within instrument and acknowledged to s/her/their authorized capacity(ies), and that by his/her/their the entity upon behalf of which the person(s) acted, executed
I certify under PENALTY is true and correct.	OF PERJURY under th	ne laws of the State of California that the foregoing paragraph
		WITNESS my hand and official seal.
and cou	nation below is not required by	OPTIONAL  I law, it may prove valuable to persons relying on the document I and reattachment of this form to another document.  DESCRIPTION OF ATTACHED DOCUMENT
Tir	tle(s)	Title or Type of Document
	Limited General	Number of Pages
☐ Guardian/Conservator ☐ Other: Signer is representing: Name Of Person(s) Or Entity(ies)		Date of Document
		Signer(s) Other Than Named Above

SECTION 00620 PAYMENT BOND

### **GENERAL CONDITIONS**

#### ARTICLE 1. DEFINITIONS

- a. <u>Acceptable, Acceptance</u> 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. <u>Applicable Laws</u> 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. <u>Approval</u> means written authorization by Engineer and/or District .
- e. Contract Documents includes all documents as stated in the Contract.
- f. <u>Day</u> shall mean calendar Day unless otherwise specifically designated.
- g. <u>District and Contractor</u> are those stated in the Contract. The terms District, CHWD, and Owner may be used interchangeably.
- h. <u>Engineer</u> 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. <u>Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required</u> and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or District.
- j. <u>Indicated, Shown, Detailed, Noted, Scheduled</u> 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.
- I. <u>Material</u> 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.

- m. <u>Perform</u> 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. <u>Project</u> is The Work planned by District as provided in the Contract Documents.
- o. <u>Provide</u> 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. <u>Specifications</u> 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. <u>The Work</u> means the entire improvement planned by the District pursuant to the Contract Documents.
- s. <u>Work</u> 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

- 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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GENERAL CONDITIONS

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

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

### ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

### a. **Existing Utilities**

- i. <u>General</u> 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.

- 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 (I) 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

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

- 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.

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.

### 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.

- 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.

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.
- 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.

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, subsubcontractors 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

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.

#### ARTICLE 18. TRENCHES

- Trenches Five Feet or More in Depth. The Contractor shall submit to the District, a. 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. <u>Excavations Deeper than Four Feet</u>. 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:
  - 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.

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.

### 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

- Contractor shall be required to comply with all conditions of the State Water a. 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

- 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.

#### 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:

- 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

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

### 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:
  - 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

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 allege 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

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

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.

<u>Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants</u>. 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

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. 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. <u>Minimum Scope and Limits of Insurance</u>. Contractor shall procure and maintain for the duration of the Contract, and for 5 years thereafter, insurance against claims

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. <u>Automobile Liability</u>. 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. <u>Builder's Risk</u>. (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. <u>Contractor's Pollution Liability</u>. 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

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

- c. <u>Other Required Provisions</u>. 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.
  - 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. <u>Waiver of Subrogation</u>. 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. <u>Notice of Cancellation</u>. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
- e. <u>Acceptability of Insurers</u>. 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,

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

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

- g. <u>Deductibles and Self-Insured Retentions</u>. 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. <u>Verification of Coverage Evidences of Insurance</u>. 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. <u>Continuation of Coverage</u>. 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.

j. <u>Subcontractors</u>. 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:IIX. 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 Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) Days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The

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

### ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- Time for Completion/Liquidated Damages. Work shall be commenced within a. 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:

- 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.

#### 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),

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.

- 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. Liquated damages.
- I. 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.

- 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

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.

- 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) <u>Contractor Initiated Change.</u> 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.
- 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.
- f 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) <u>Labor</u>. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase

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

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

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

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

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

- 14) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order, and providing such supporting documentation for its position as the District may require.
- 15) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 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.

#### 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.

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

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

- extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- 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.
    - 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.
    - For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute

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

- 3) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further 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.
- I. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
  - 1) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Agreement. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  - 2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- i. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable 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.
- Government Code Claims: In addition to any and all contract requirements m. 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 seg. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the District may be filed. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.
- n. The District's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

#### ARTICLE 51. DISTRICT'S RIGHT TO TERMINATE CONTRACT

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

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

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

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

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

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

which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with 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:
  - The reasonable cost to the Contractor for all Work performed prior to the effective date of the termination, determined in accordance with the force account provisions of ARTICLE 46. including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the Cost Breakdown. Deductions shall be made for cost of materials to be retained by the Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead, not to exceed five percent (5%) of the cost. Contractor shall not be entitled to reimbursement under this section for Work for which Contractor has already received, or is eligible to receive, compensation under the terms of the Contract.
  - ii. When, in the District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.
  - iii. A reasonable allowance for profit on cost of Work performed as determined in accordance with ARTICLE 46 provided that the Contractor establishes to the District's satisfaction that the Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed five percent (5%) percent of the cost. Contractor shall not be entitled to an allowance for profit on any work for which Contractor has received, or is eligible to receive, compensation under the terms of the Contract.

- iv. Reasonable costs to the Contractor of handling material returned to vendors, delivered to the District or otherwise disposed of as directed by the District.
- 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 asbuilts and Record Documents for Work completed prior to termination.
- 10) In arriving at the amount due the Contractor under this clause there shall be deducted in whole or in the appropriate part(s) if the termination is partial:
- 11) All unliquidated advances or other payments on account previously made to the Contractor, including without limitation all payments which are applicable to the terminated portion of the Contract Documents.
- 12) Any claim the District may have against the Contractor in connection with the Work, and
- 13) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Contractor and not otherwise recovered by or credited to the District.
- 14) These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

- c. Savings Clause. If District terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under 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.
- Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work to complete or correct the Work at issue. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all actions necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

- 1) Obtain for District all warranties that would be given in normal commercial practice or that are required in the Contract Documents;
- 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 <u>design only</u> and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

#### ARTICLE 55. SEPARATE CONTRACTS

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

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

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

### ARTICLE 56. NOTICE AND SERVICE THEREOF

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

#### ARTICLE 57. NOTICE OF THIRD PARTY CLAIMS

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

#### ARTICLE 58. STATE LICENSE BOARD NOTICE

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

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

#### ARTICLE 59. INTEGRATION

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

### ARTICLE 60. ASSIGNMENT

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

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

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

### ARTICLE 62. ASSIGNMENT OF ANTITRUST ACTIONS

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

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

#### 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.

#### ARTICLE 66. OWNERSHIP OF DRAWING

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

### ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

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

**END OF GENERAL CONDITIONS** 

## SECTION 00750 SPECIAL CONDITIONS

#### **SPECIAL CONDITIONS**

### SP – 1 DIFFERING SITE CONDITIONS

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

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

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

#### SP – 2 USE OF STANDARDS

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

#### SP – 3 DESCRIPTION OF BID ITEMS

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

#### SP – 4 DAMAGE TO PAVEMENT AND CONCRETE

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

**END OF SPECIAL CONDITIONS** 

SECTION 00750
SPECIAL CONDITIONS

# WELLS AVENUE AND WISCONSIN DRIVE WATER MAIN PROJECT C19-106 AND C20-106

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:

- 216 lineal feet of 8" Class 305 DR 14 PVC Pipe
- 57 lineal feet of 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)
- 620 lineal feet of 6" Class 305 DR 14 PVC Pipe
- 41 lineal feet of 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)

The work shall also include installing:

- Two (2) 10" resilient wedge gate valves
- One (1) 8" resilient wedge gate valve
- Five (5) 6" resilient wedge gate valves

The work shall also include installing:

• Three (3) steamer fire hydrants

The work shall also include installing:

• One (1) 1" air/vacuum relief valve

The work shall also include installing:

- Four (4) 1" metered water services
- Eighteen (18) 1" water services with curb stops
- One (1) 1" water service reconnection at main

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

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

SECTION 00900
GENERAL SPECIFICATIONS

### 2. <u>DISTRICT FURNISHED ITEMS</u>

- 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 Encroachment Permits approved by the City of Citrus Heights and pay all costs for fees and inspection at no cost to the Contractor.
- The District shall file and maintain a Notice of Exemption for the California Environmental Quality Act (CEQA).

### 3. CONTRACTOR FURNISHED ITEMS

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

### 4. <u>ITEMS OF WORK, MEASUREMENT AND PAYMENT</u>

<u>Bid Items 1 and 23, Mobilization:</u> 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.

<u>Bid Items 2 and 24, Sheeting, Shoring and Bracing:</u> Consists of providing sheeting, shoring and bracing for below-grade excavations as is necessary to provide a safe work environment for the workers. The Contractor shall be responsible for the proper application of sheeting, shoring, and bracing as required at any trench depth. Furthermore, the Contractor shall comply with all requests by the District Inspector for applying of sheeting, shoring, and bracing at any trench depth.

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

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

Bid Items 3 and 25, 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 and County Inspectors 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

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placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and stationary mounted signs, project information signs, flagging, removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, as shown on the Project Plans and as directed by the City and County Inspectors. 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 Items 4 and 26, 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 County and City and District Inspectors.

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

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

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unit price per each unit, complete.

See Wells Avenue Plans, CONTRUCTION DETAILS "TREN\_712" and "TREN\_713CH"

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

See Wells Avenue Plans, CONTRUCTION DETAILS "TREN\_712" and "TREN\_713CH"

Bid Items 7 and 29, Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 6" Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See Wells Avenue and Wisconsin Drive Plans, CONTRUCTION DETAILS "TREN\_712" and "TREN\_713CH"

Bid Item 8, 8" Connection to Existing 10" Water Main: Includes connecting newly constructed 8" water main to existing 10" 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 Wells Avenue, PROJECT PLANS, Sheet 5, Note 3.

Bid Item 9, 8" Connection to Existing 8" Water Main: Includes connecting newly constructed 8" water main to existing 8" water main as indicated on the Project Plan. 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 Wells Avenue Plans, PROJECT PLANS, Sheet 5, Note 7.

<u>Bid Items 10, Install 10" Resilient Wedge Gate Valve:</u> Includes installing an 10" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete. See CONTRUCTION DETAILS "VB\_810" and "VB\_811".

<u>Bid Items 11, Install 8" Resilient Wedge Gate Valve:</u> Includes installing an 8" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete. See CONTRUCTION DETAILS "VB\_810" and "VB\_811".

<u>Bid Items 12 and 31, Install 6" Resilient Wedge Gate Valve:</u> Includes installing an 6" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete. See CONTRUCTION DETAILS "VB\_810" and "VB\_811".

Bid Item 13 and 32, Install Dry Barrel Steamer Fire Hydrant: Includes installing a dry barrel steamer fire hydrant. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, thrust block, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price, complete. Fire hydrant lateral piping to be installed and invoiced per the appropriate bid item.

See Wells Avenue and Wisconsin Drive Plans, CONTRUCTION DETAIL "FH\_612".

<u>Bid Item 14 and 33, Install Concrete Fire Hydrant Access Pad:</u> Includes installation of a concrete fire hydrant access pad only at locations as indicated on the Project Plans. Payment shall be at the contract price per each unit, complete.

See Wells Avenue and Wisconsin Drive Plans. CONTRUCTION DETAIL "FH 683".

<u>Bid Item 15, Install 1" Air/Vacuum Valve – Below Ground:</u> Includes the installation of a 1" Type K hard copper water service and 1" inch air/vacuum valve below ground. Installation to be by open-cut trenching to achieve proper grade. Includes reinforced concrete pad and protective enclosure. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, non-detectable locator tape, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at

the contract unit price per each unit, complete. See CONTRUCTION DETAILS "AV\_412", "TREN\_721", "TREN\_722", and "TREN\_723PC".

Bid Item 16, Install 1" Metered Water Service: Includes the installation of a 1" polyethylene metered water service as specified by directional boring or open-cut trenching. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, meter setter, non-detectable locator tape, backfill, compaction, and temporary paving. Includes removing and reinstalling the existing water meter at the new location and removing the existing meter setter and meter box. Includes cutting, capping, and abandoning the existing water line. Payment shall be at the contract unit price per each unit, complete.

See CONTRUCTION DETAILS "WS\_100PE", TREN\_721", "TREN\_722", "TREN\_723CH".

Bid Items 17 and 34, Install 1" Water Service with Curb Stop: Includes the installation of a 1" polyethylene water service as specified by directional boring. Includes installation of a 1" curb stop and connecting to customer's existing 1" meter setter at the existing meter box with all brass fittings as required. Includes excavating and reinstalling the existing meter box to proper grade with new 2" x 6" pressure treated Douglas Fir supports and replacing the 3/4" 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 CONTRUCTION DETAILS "WS\_108PE", Detail TREN\_721", "TREN\_722", and "TREN\_723CH".

Bid Item 18, Install 1 1/4" Polyvinylchloride (PVC) Water Line and Reconnect Customer Line: Includes installing 1 1/4" Schedule 40 PVC pipe with Schedule 80 PVC fittings on the customer side to reconnect from the new meter location to the customer service line as indicated on the Project Plan. Includes open cutting or boring, installation at 24" to 30" of cover, backfilling with native material, and all fittings as required to reconnect to customer service line. Payment shall be at the contract unit price per each unit, complete.

See Wells Avenue, PROJECT PLANS, Sheet 4 Note 2 and Sheet 5, Note 12.

Bid Items 19, 6" Max. Depth Asphaltic Concrete (AC) Paving Restoration: This work includes removal of temporary paving, surface preparation, subsurface compaction as necessary and installation of 1/2" aggregate Asphalt Concrete to a 6" 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.

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 6" Max. Asphaltic Concrete (AC) Paving Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in 6" 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 CONTRUCTION DETAILS "TREN\_713CH" and "TREN\_723CH".

<u>Restoration:</u> This work includes removal of temporary paving, surface preparation, subsurface compaction as necessary and installation of 1/2" aggregate Asphalt Concrete to a 3" to 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.

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

The contract unit price paid per square foot for 3" to 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 3" to 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 CONTRUCTION DETAILS "TREN 713CH" and "TREN 723CH".

<u>Bid Items 21 and 38, Landscape Restoration – Lawn or Planter Area:</u> 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 22, Remove 1" Service Saddle and Install Repair Band on Water Main: Includes removing and disposing of an existing water service saddle and installation of a 12" minimum length stainless steel repair band. Includes ¾" aggregate base or native backfill, mechanical compaction to 95%, and temporary paving if required. Payment shall be at the contract unit price, complete.

See Wells Avenue, PROJECT PLANS, Sheet 4, Note 5 and Sheet 5, Note 15.

<u>Bid Item 23, Remove Existing Valve Box:</u> Includes removing and disposing of an existing water main valve box and cutting the existing access riser 12-inches minimum below grade. Includes ¾" aggregate base backfill, mechanical compaction to 95%, and temporary paving. Payment shall be at the contract unit price, complete. See Wells Avenue, PROJECT PLANS, Sheet 4, Note 4

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

See Wisconsin Ave Plans, CONTRUCTION DETAILS "TREN\_712" and "TREN\_713CH"

Bid Item 30, 6" Connection to Existing 6" Water Main: Includes connecting newly constructed 6" water main to existing 6" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Wisconsin Avenue Plans, PROJECT PLANS, Sheet 4, Note 2. See Wisconsin Avenue Plans, PROJECT PLANS, Sheet 5, Note 5.

See Wisconsin Avenue Plans, PROJECT PLANS, Sheet 5, Note 8.

**Bid Item 35, Install 1" Water Service Reconnection at Main:** Includes the reconnection of an existing 1" poly service at the location of the new water main as specified by excavating. Includes construction saw cutting and removal of existing paving, potholing, and excavation, locator tape, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete. See CONTRUCTION DETAILS "WS 109PE", Detail TREN 721", and "TREN 723CH".

<u>Bid Items 37, Concrete Restoration:</u> This work includes construction and finish saw cutting, removal, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. The replaced curb, gutter and sidewalk shall be constructed in conformance with County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right of way.

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

See SPECIAL PROVISIONS, Concrete Restoration.

Bid Item 39, Remove Existing Wharf Fire Hydrant: Includes removal of an existing wharf fire hydrant. Includes cutting the wharf fire hydrant 24" minimum below ground and plugging the abandoned barrel with concrete. Removal of any valve box or riser shall be invoiced with the bid item for "Remove Valve Box." Includes proper disposal of the wharf fire hydrant. Includes potholing during excavation, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete. See Wisconsin Ave, PROJECT PLANS, Sheet 5, Note 6.

Bid Item 40, Remove Existing Tee and Valves: Includes removal of an existing tee and gate valves. Includes cutting the existing water main on all sides of the existing tee and gate valves, removing the tee and gate valves, and installing a section of Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main with appropriate couplings on each end. Includes installation of concrete plug on abandoned water main. Includes potholing during construction, excavation, disinfection, flushing, backfill, temporary paving, and bacteriological testing. Includes removal of existing valve boxes and risers and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Wisconsin Ave PROJECT PLANS, Sheet 5, Note 7.

#### 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.
- 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 CONTRUCTION DETAILS, Construction Detail WS 290.
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- 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:

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.
- 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,

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

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.

#### 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. <u>VARIATIONS FROM PLANS AND SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS</u>

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 <u>not</u> 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.

### 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. <u>INJURY AND ILLNESS PREVENTION/HAZARD COMMUNICATION</u>

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

#### 17. PRE-CONSTRUCTION CONFERENCE

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. <u>EMERGENCY CONTACT AND CONTRACTOR RESPONSE</u>

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

determined by MapQuest. The District shall be provided with a cellular telephone number and other relevant contact information for said designated competent person. The 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. <u>TRENCH AND EXCAVATION COMPETENT PERSON ASSIGNMENT AND RESPONSIBLITIES</u>

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.

PROJE	CT NAME:
(Name	of individual)
	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. 2.	Knowledge of Cal-OSHA Code of Regulations, Title 8, Article 6 Excavations (Section 1539-1547 Soil classification
3.	Use of protective systems and safe access to and from all work levels or surfaces
As such	n, 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.
<ul><li>2.</li><li>3.</li><li>4.</li><li>5.</li><li>6.</li></ul>	Daily and before the start of each shift As dictated by the work being done in the trench After every rainstorm or other events that could increase hazards, e.g. rain event, wind storm, thaw, earthquake, etc. When fissures, tension cracks, sloughing, undercutting, water seepage, bulging of the trench, a change in soil types or other similar conditions that occur When there is a change in the size, location, or placement of the spoil pile nearest the excavation When there is any indication of change or movement in protective systems or adjacent structures atted by:
Signatu	re:Date
Name _	Title
	Title Date
	re of individual assigned as Competent Person:
Signatu	
	telephone number: ( ) Cellular number: ( )

## WELLS AVENUE AND WISCONSIN DRIVE WATER MAIN PROJECT C19-106 AND C20-106

#### 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

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% 3/4" crushed rock to the bottom of the meter box. Above this level, backfill shall be native soil at optimum moisture content, placed in 3" lifts and hand-compacted to 90% minimum.

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

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

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

trench backfill shall be 100% import 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 ½" 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 (1-½") unless otherwise shown on the Project Plans. Temporary paving shall be maintained at the same elevation as the existing surrounding surfaces until the permanent surfacing is placed. Temporary paving shall be placed using a hand powered compaction device.

Trench plates and their installation shall comply with the Encroachment Permit. Trench plates shall be pinned prior to subjecting them to public traffic. The edges of the trench plates shall be lined with temporary paving wedges. The 2" Construction Water Service (See Exhibit G, Construction Detail WS\_290) and all temporary blow-offs shall be plumbed below the roadway surface and installed in traffic-rated valve boxes for the duration of the Project.

#### 9. Service Valve Locations and Meter Installations

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

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

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

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

#### 10. Connection to Existing Services

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

The Contractor shall connect to existing services using the appropriate adapter, bushing or reducer. When connecting to existing galvanized services the 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. 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

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

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

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.

#### 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

- 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  $\frac{1}{4}$ " 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.

### ♦ 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

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 rightof-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

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,

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 restaking charges for the survey crew's time.

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

**END OF SPECIAL PROVISIONS** 

### SECTION 01100 PROJECT PLANS

# WELLS AVENUE AND WISCONSIN DRIVE WATER MAIN PROJECT C19-106 AND C20-106

The following Project Plans pertain to Citrus Heights Water District's Wells Avenue and Wisconsin Drive Water Main Project C19-106 and C20-106:

17 Sheets Project Plans are 22" x 34" and shall be purchased as

a portion of the Bid Package

## SECTION 01200 ENCROACHMENT PERMIT DOCUMENTS

## WELLS AVENUE AND WISCONSIN DRIVE WATER MAIN PROJECT C19-106 AND C20-106

The following Encroachment Permit Documents pertain to Citrus Heights Water District's Wells Avenue and Wisconsin Drive Water Main Project C19-106 and C20-106:

### City of Citrus Heights Encroachment Permit

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

Section 01200
ENCROACHMENT PERMIT DOCUMENTS



# 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 INFOR	'MATION	NEW?	EXISTING PERMIT						
Application Date:		_Applicant/F	Business Nar	me:					
Address:	dress: City:				Sta	ite	Zip		
Phone#					Fax:				
Applicant Business					Contractor Lic#:				
Office Contact Perso	on:		Phone#	<b>#</b> :	Cell#:				
Office Contact Emai	i1:	ss License Nun	nber:						
☐ Applicant is a sub	ocontractor p	erforming w	ork for:						
Contractor/Utility	_			EXIST	ΓING BLANKI	ET Per	mit#:		
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ob Address/Location ob Name: oreman or Field Con	tact Name: _		Job/Refe	erence#:		_USA#	::		
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Driveway Ap Traffic Contro MOVING PO EXCAVATION - Esti Max Depth:	atact Name: _ctivity in Pul	Sidewal Curb & Access DUMP kseal Fee \$1. Max Width	Job/Refe Of-Way: (atte	ach sheet if mod Sur Obs Exc TR	_Cell#: re room is neede vey struction eavation EE WORK	_USA#	Utility M Utility In Water Se OTHER	Iaintenanc astallation ervice	

Vill an existing driveway be removed or blocked? If "Yes" Please Explain:
Vill an existing sidewalk be removed or blocked? If "Yes" Please Explain:
Vork Detail:
CCP TEMPLATES:
a consideration of granting of this application, it is agreed by the applicant that the City of Citrus Heights and my officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for my accident, loss or damage to persons or property, happening or occurring as the proximate result of any of me work undertaken under the terms of this application and the permit or permits which may be granted in esponse thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if my part of this installation interferes with the future use of the highway it must be removed or relocated, as esignated 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.
pplicant Signature: Date:

Submit this form in person or by email to: <a href="mailto:EncPermits@citrusheights.net">EncPermits@citrusheights.net</a> with the following documents

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



### ENCROACHMENT PERMIT GENERAL PROVISIONS & RESTRICTIONS

**Revised 04.07.15** 

6360 Fountain Square Drive, Citrus Heights, California 95621 (916) 727-4770 TDD 7-1-1 www.citrusheights.net **EMAIL:** EncPermits@CitrusHeights.net

- 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.
- 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-or-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.



### MINIMUM INSURANCE REQUIREMENTS Revised 04.07.15

6360 Fountain Square Drive, Citrus Heights, California 95621 (916) 727-4770 TDD 7-1-1 www.citrusheights.net **EMAIL:** EncPermits@CitrusHeights.net

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

#### A. Workers' Compensation & Employers Liability

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

#### B. General Liability

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

Do not return to city

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

# C. Automobile Liability

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

# D. Standards for Insurance Companies

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

Do not return to the city.

Keep on job site with approved permit copy.



# TEMPORARY TRAFFIC CONTROL CONDITIONS Revised 04.07.15

6360 Fountain Square Drive, Citrus Heights, California 95621 (916) 727-4770 TDD 7-1-1 www.citrusheights.net **EMAIL:** EncPermits@CitrusHeights.net

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

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

Do not return to the city.

Keep on job site with approved permit copy.

# SECTION 01300 DIVISION OF DRINKING WATER WAIVER RESPONSE LETTER

# WELLS AVENUE AND WISCONSIN DRIVE WATER MAIN PROJECT C19-106 AND C20-106

The following Division of Drinking Water Waiver Response Letter pertains to Citrus Heights Water District's Wells Avenue and Wisconsin Drive Water Main Project C19-106 and C20-106:

<u>Division of Drinking Water Waiver Response Letter</u> (8 Pages) Wells Avenue

<u>Division of Drinking Water Waiver Response Letter</u> (8 Pages) <u>Wisconsin Drive</u>





# State Water Resources Control Board

October 5, 2020 PWS No. 3410006

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

# CITRUS HEIGHTS WATER DISTRICT PUBLIC WATER SYSTEM (PWS NO. 3410006) – WELL AVENUE PIPELINE CONSTRUCTION PROJECT

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on September 21, 2020, from the Citrus Heights Water District (CHWD) regarding improvement plans specifically identified as: 'Well Avenue Pipeline' construction project in the Sacramento county area and within the CHWD public water system (PWS No. 3410006) service area. The aforementioned email provided information and requested a waiver from the water main separation requirements at one (1) area where the proposed water mains alignment is parallel to existing underground utility pipeline.

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

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

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

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

 At locations where utility pipelines cross over water pipelines, the minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.

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

- 2. At locations where other utility pipelines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint (as described in the attached memorandum) and the pipelines crossing location is achieved. The water pipeline joints shall be as described in the attached memorandum.
- 3. Unless specifically approved, at locations where other utility pipes, as defined under Section 64572 (b) of the CCR, are parallel to the water pipes, minimum horizontal separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least 48 inches. Also, water pipeline shall be constructed at higher grade and the minimum vertical separation between the outside wall of the water pipes (bottom of pipe) and the outside wall of other utility pipes (top of pipe) shall be at least 12 inches. The water pipeline joints shall be as described in the attached memorandum.

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

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

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

# Water Mains Crossing Existing Sewer Service Lines

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

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

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

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

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

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

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

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

If you have any questions, or if we can be of any assistance, please do not hesitate to contact Bryan Rinde at (916) 449-5666, or by email at: Bryan.rinde@waterboards.ca.gov.

Sincerely

Ali R. Rezvani, P.E.

Sacramento District Engineer Division of Drinking Water

STATE WATER RESOURCES CONTROL BOARD

cc. Bryan Rinde, P. E. – Water Resource Control Engineer, DDW, SWRCB





# State Water Resources Control Board

Division of Drinking Water

Bryan P Rinde

TO: Ali R. Rezvani, P.E.

Sacramento District Engineer

SACRAMENTO DISTRICT OFFICE DIVISION OF DRINKING WATER

FROM: Bryan P. Rinde, P.E.

Water Resource Control Engineer SACRAMENTO DISTRICT OFFICE DIVISION OF DRINKING WATER

DATE: October 2, 2020

SUBJECT: Reply to Citrus Heights Water District PWS # 3410006 – Wells Ave Pipeline

Project

### **Project Overview:**

The State Water Resources Control Board, Division of Drinking Water (Division) received a letter dated September 21, 2020, requesting a waiver from the water main separation requirements for Citrus Heights Water District PWS # 3410006. The letter requested review of one (1) location where Citrus Heights Water District has determined it is infeasible to meet separation requirements. The project is located in the City of Citrus Heights on Wells Ave between San Juan Avenue and Southgrove Dr. Approximately 300-ft of water main will be installed.

Water main separation requirements are specified in Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR) which are listed below.

#### Regulations for pipeline separation:

Specifically, section 64572 states:

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

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

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

- (b) New water mains and new supply lines shall be installed at least 4 feet horizontally from, and one foot vertically above, any parallel pipeline conveying:
  - (1) Disinfected tertiary recycled water (defined in section 60301.230), and
  - (2) Storm drainage.
- (c) New supply lines conveying raw water to be treated for drinking purposes shall be installed at least 4 feet horizontally from, and one foot vertically below, any water main.
- (d) If crossing a pipeline conveying a fluid listed in subsection (a) or (b), a new water main shall be constructed no less than 45-degrees to and at least one foot above that pipeline. No connection joints shall be made in the water main within eight horizontal feet of the fluid pipeline.
- (e) The vertical separation specified in subsections (a), (b), and (c) is required only when the horizontal distance between a water main and pipeline is less than ten feet.
- (f) New water mains shall not be installed within 100 horizontal feet of the nearest edge of any sanitary landfill, wastewater disposal pond, or hazardous waste disposal site, or within 25 horizontal feet of the nearest edge of any cesspool, septic tank, sewage leach field, seepage pit, underground hazardous material storage tank, or groundwater recharge project site.
- (g) The minimum separation distances set forth in this section shall be measured from the nearest outside edge of each pipe barrel.
- (h) With State Board approval, newly installed water mains may be exempt from the separation distances in this section, except subsection (f), if the newly installed main is:
  - (1) less than 1320 linear feet,
  - (2) replacing an existing main, installed in the same location, and has a diameter no greater than six inches more than the diameter of the main it is replacing, and
  - (3) installed in a manner that minimizes the potential for contamination, including, but not limited to:
    - (A) sleeving the newly installed main, or
    - (B) utilizing upgraded piping material

#### Regulation authorizing State Board to issue waiver:

A waiver can be issued from the Division under Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of CCR. Specifically, Sections 64551.100 states:

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

# Waiver Request Location(s):

Waivers from the regulations are requested for the following location:

1 A proposed 8-in polyvinyl chloride (pressure class 305) water distribution main parallel to an existing 6" sewer with less than 10-ft of horizontal separation. Located from station 11+00 to 12+61

#### Waiver Review:

Citrus Heights Water District believes the proposed construction methods and materials will provide the same or a greater level of protection to public health as separation distances listed in section 64572. Below is the Division's review of each waiver location:

- 1. A proposed 8-in polyvinyl chloride (pressure class 305) water distribution main parallel to an existing 6" sewer with less than 10-ft of horizontal separation. Located from station 11+00 to 12+61
  - a. The horizontal separation between the existing sewer and proposed water main per sheet 5 of 9 (enclosed) is 5.5-ft or greater. The vertical separation between the proposed water main and existing sewer is 12-in or greater. All joints within 10 horizontal feet of sewer will be mechanically restrained.
    - i. The proposed crossing is acceptable to the Division when the waiver conditions are followed.

#### **Waiver Conditions:**

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

- 1. The water main shall be constructed with polyvinyl chloride pressure class 305.
- 2. Regarding pipelines that are proposed to be constructed parallel to other existing pipelines and cannot meet the minimum required separation, the water main and appurtenances shall be constructed with mechanically restrained joints using bolted connections or restrained push-on joints with grooved metal teeth (in accordance with ANSI/AWWA C111/A21.11 standards)

This waiver is subject to the conditions listed above.

# VERIFICATION OF CONSTRUCTION IN ACCORDANCE WITH THE ISSUED WAIVER

Name of Water System: Citrus Heights Water District

Public System Number: 3410006

# Verification

As required by letter dated October 2, 2020, and with respect to waiver issued in accordance with Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned verifies that construction of the Wells Ave Pipeline Project pipeline project at the following crossings was completed in accordance with requirements stated in the aforementioned waiver letter and its attached memorandum. The crossings are:

Located from station 11+00 to 12+61		
Name	Title	
Signature	Date	
	E COMPLETED AND RETURNED TO THE ING WATER – SACRAMENTO DISTRICT	
	HIS FORM SHOULD BE FILED AS E PROJECT RECORD DRAWINGS	

1. A proposed 8-in polyvinyl chloride (pressure class 305) water distribution main parallel to an existing 6" sewer with less than 10-ft of horizontal separation.

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

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

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

As required by the letter dated <u>October 2, 2020</u>, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the <u>Wells Ave Pipeline Project</u> at the following crossings was completed in accordance to requirements stated in the aforementioned waiver letter. The crossings are:

	Water Main		Sewer Service Lines					
Item	Station	Size	Material	Size	Material	Fluid	Crossing	Separation
							(Under / Over)	(inches)
1								
2								
3						·		
4								
5								
6					-		,	
7								
8								
9								
10								
			_					· · · · · · · · · · · · · · · · · · ·
Nan	1e					T	itle	
Sigi	nature					D	ate	

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

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





# State Water Resources Control Board

October 2, 2020 PWS No. 3410006

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

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

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on September 21, 2020, from the Citrus Heights Water District (CHWD) regarding improvement plans specifically identified as: 'Wisconsin Dive Pipeline' construction project in the Sacramento county area and within the CHWD public water system (PWS No. 3410006) service area. The aforementioned email provided information and requested a waiver from the water main separation requirements at one (1) area where the proposed water mains alignment is parallel to existing underground utility pipeline.

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

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

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

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

1. At locations where utility pipelines cross over water pipelines, the minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.

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

- 2. At locations where other utility pipelines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint (as described in the attached memorandum) and the pipelines crossing location is achieved. The water pipeline joints shall be as described in the attached memorandum.
- 3. Unless specifically approved, at locations where other utility pipes, as defined under Section 64572 (b) of the CCR, are parallel to the water pipes, minimum horizontal separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least 48 inches. Also, water pipeline shall be constructed at higher grade and the minimum vertical separation between the outside wall of the water pipes (bottom of pipe) and the outside wall of other utility pipes (top of pipe) shall be at least 12 inches. The water pipeline joints shall be as described in the attached memorandum.

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

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

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

# Water Mains Crossing Existing Sewer Service Lines

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

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

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

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

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

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

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

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

If you have any questions, or if we can be of any assistance, please do not hesitate to contact Bryan Rinde at (916) 449-5666, or by email at: Bryan.rinde@waterboards.ca.gov.

Sincerely,

Ali R. Rezvani, P.E.

Sacramento District Engineer

Division of Drinking Water

STATE WATER RESOURCES CONTROL BOARD

cc. Bryan Rinde, P. E. - Water Resource Control Engineer, DDW, SWRCB





# State Water Resources Control Board

Division of Drinking Water

TO: Ali R. Rezvani, P.E.

Sacramento District Engineer

SACRAMENTO DISTRICT OFFICE **DIVISION OF DRINKING WATER** 

FROM: Bryan P. Rinde, P.E.

Bryan P. Rinde Water Resource Control Engineer SACRAMENTO DISTRICT OFFICE DIVISION OF DRINKING WATER

DATE: October 2, 2020

SUBJECT: Reply to Citrus Heights Water District PWS # 3410006 - Wisconsin Drive

Pipeline Project

### **Project Overview:**

The State Water Resources Control Board, Division of Drinking Water (Division) received a letter dated September 21, 2020, requesting a waiver from the water main separation requirements for Citrus Heights Water District PWS # 3410006. The letter requested review of one (1) location where Citrus Heights Water District has determined it is infeasible to meet separation requirements. The project is located in the City of Citrus Heights on Wisconsin Drive between San Juan Avenue and Southgrove Drive. Approximately 750-ft of water main will be installed.

Water main separation requirements are specified in Section 64572, Article 4, Chapter 16, Division 4, Title 22 of the California Code of Regulations (CCR) which are listed below.

#### Regulations for pipeline separation:

Specifically, section 64572 states:

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

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

- (b) New water mains and new supply lines shall be installed at least 4 feet horizontally from, and one foot vertically above, any parallel pipeline conveying:
  - (1) Disinfected tertiary recycled water (defined in section 60301.230), and
  - (2) Storm drainage.
- (c) New supply lines conveying raw water to be treated for drinking purposes shall be installed at least 4 feet horizontally from, and one foot vertically below, any water main.
- (d) If crossing a pipeline conveying a fluid listed in subsection (a) or (b), a new water main shall be constructed no less than 45-degrees to and at least one foot above that pipeline. No connection joints shall be made in the water main within eight horizontal feet of the fluid pipeline.
- (e) The vertical separation specified in subsections (a), (b), and (c) is required only when the horizontal distance between a water main and pipeline is less than ten feet.
- (f) New water mains shall not be installed within 100 horizontal feet of the nearest edge of any sanitary landfill, wastewater disposal pond, or hazardous waste disposal site, or within 25 horizontal feet of the nearest edge of any cesspool, septic tank, sewage leach field, seepage pit, underground hazardous material storage tank, or groundwater recharge project site.
- (g) The minimum separation distances set forth in this section shall be measured from the nearest outside edge of each pipe barrel.
- (h) With State Board approval, newly installed water mains may be exempt from the separation distances in this section, except subsection (f), if the newly installed main is:
  - (1) less than 1320 linear feet,
  - (2) replacing an existing main, installed in the same location, and has a diameter no greater than six inches more than the diameter of the main it is replacing, and
  - (3) installed in a manner that minimizes the potential for contamination, including, but not limited to:
    - (A) sleeving the newly installed main, or
    - (B) utilizing upgraded piping material

#### Regulation authorizing State Board to issue waiver:

A waiver can be issued from the Division under Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of CCR. Specifically, Sections 64551.100 states:

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

# Waiver Request Location(s):

Waivers from the regulations are requested for the following location:

1. A proposed 6-in polyvinyl chloride (pressure class 305) water distribution main parallel to an existing 6-in sewer with less than 10-ft of horizontal separation. Located from station 11+42 to 17+37.

#### Waiver Review:

Citrus Heights Water District believes the proposed construction methods and materials will provide the same or a greater level of protection to public health as separation distances listed in section 64572. Below is the Division's review of each waiver location:

- 1. A proposed 6-in polyvinyl chloride (pressure class 305) water distribution main parallel to an existing 6-in sewer with less than 10-ft of horizontal separation. Located from station 11+42 to 17+37.
  - a. The horizontal separation between the existing sewer and proposed water main per sheet 4/5 of 8 (enclosed) is 5-ft or greater (with exception of two crossings). The vertical separation between the proposed water main and existing sewer is 24-in or greater. All joints within 10 horizontal feet of sewer will be mechanically restrained.
    - i. The proposed crossing is acceptable to the Division when the waiver conditions are followed.

### **Waiver Conditions:**

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

- 1. The water main shall be constructed with polyvinyl chloride pressure class 305.
- 2. Regarding pipelines that are proposed to be constructed parallel to other existing pipelines and cannot meet the minimum required separation, the water main and appurtenances shall be constructed with mechanically restrained joints using bolted connections or restrained push-on joints with grooved metal teeth (in accordance with ANSI/AWWA C111/A21.11 standards)

This waiver is subject to the conditions listed above.

# VERIFICATION OF CONSTRUCTION IN ACCORDANCE WITH THE ISSUED WAIVER

Name of Water System: Citrus Heights Water District

Public System Number: 3410006

### Verification

As required by letter dated <u>October 2, 2020</u>, and with respect to waiver issued in accordance with Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned verifies that construction of the <u>Wisconsin Drive Pipeline Project</u> pipeline project at the following crossings was completed in accordance with requirements stated in the aforementioned waiver letter and its attached memorandum. The crossings are:

1. A proposed 6-in polyvinyl chloride (pressure class 305) water distribution main parallel to an existing 6-in sewer with less than 10-ft of horizontal separation.

Located from station (11+42 to 17+37).				
Name	and the second s		Title	•
Signature			Date	

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

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

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

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

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

As required by the letter dated <u>October 2, 2020</u>, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the <u>Wisconsin Drive Pipeline Project</u> at the following crossings was completed in accordance to requirements stated in the aforementioned waiver letter. The crossings are:

	Water Main		Sewer Service Lines					
Item	Station	Size	Material	Size	Material	Fluid	Crossing	Separation
					*		(Under / Over)	(inches)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
			<b></b>					·
Nan	пе					Ti	itle	
Sign	nature		_			D	ate	

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

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

**AGENDA ITEM: CC-20** 

# CITRUS HEIGHTS WATER DISTRICT

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE THE ANNEXATION

OF 6031 SUNRISE VISTA DRIVE

STATUS : Action Item REPORT DATE : December 2, 2020

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer/Interim Director of

Operations

Tamar A. Dawson, Assistant Engineer

### **OBJECTIVE:**

Consider adoption of Resolution R19-2020 approving the annexation of the vacant property at 6031 Sunrise Vista Drive in Citrus Heights to the Citrus Heights Water District (District).

# **BACKGROUND AND ANALYSIS:**

Development of the currently undeveloped 1.38 acre site is planned. The property is within the sphere of influence of the District but the site has never been formally annexed to the District. This site has been identified in the District's District-wide Annexation Project as File ID #39, Group A, where formal annexation would be granted by the District upon request by the owner and payment of annexation fees to the District. Annexation Fees in the amount of \$2,060.34 have been paid to the District by the property owner of record. The annexation documents have been properly executed and approved by Sacramento LAFCo.

Attached is a Parcel Description & Map, including Exhibit "A", Legal Description and Exhibit "B", Plat Map. The 1.38 acre portion to be annexed does not include the section of roadway described and included in the attachment, which was annexed separately and as part of Agenda Item B-4

# **RECOMMENDATION:**

Adopt Resolution R19-2020 approving the annexation of the undeveloped property at 6031 Sunrise Vista Drive in Citrus Heights to the Citrus Heights Water District.

# **ATTACHMENT:**

Resolution R19-2020 approving the annexation of the vacant property at 6031 Sunrise Vista Drive in Citrus Heights to the Citrus Heights Water District.

ACTION:		
Moved by Director	, Seconded by Director	, Carried

#### RESOLUTION R19-2020

# RESOLUTION OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT FOR ANNEXATION OF 6031 SUNRISE VISTA DRIVE

WHEREAS, VLAD GORSHTEYN, owner of record of 6031 Sunrise Vista Drive, has filed with the CITRUS HEIGHTS WATER DISTRICT for annexation of certain territory described below into the CITRUS HEIGHTS WATER DISTRICT; and

WHEREAS, VLAD GORSHTEYN has paid an annexation fee of \$2,060.34; and

WHEREAS, the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION, pursuant to Government Code No. 57200, has duly approved such annexation and has authorized the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT to annex such territory without notice of hearing by the Board of Directors, without election; and

WHEREAS, the proposed annexation will be for the interest of land owners present and future inhabitants within the District and within the territory to be annexed to the CITRUS HEIGHTS WATER DISTRICT.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT that the territory described below be, and it is, annexed to the CITRUS HEIGHTS WATER DISTRICT, and the CITRUS HEIGHTS WATER DISTRICT's sphere of influence is amended to include same.

Said territory is described in the included attachment:

Parcel Description and Map

PASSED AND ADOPTED by the Board of Directors of CITRUS HEIGHTS WATER DISTRICT, this 16<sup>th</sup> day of December, 2020, by the following vote, to wit:

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

ABSENT: Directors:

**SEAL** 

RAYMOND RIEHLE, President Board of Directors Citrus Heights Water District

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution R19-2020 adopted by the Board of Directors of Citrus Heights Water District its regular meeting held December 16, 2020.		
	MADELINE HENRY, Chief Board Clerk Citrus Heights Water District	

# PARCEL DESCRIPTIONS and MAPS

# **GROUP A**

File ID: **39** Acres: **1.515** 

AFFECTED ADDRESSES			
6031 Sunrise Vista Dr			

Citrus Heights Water District

District-wide Annexation Project

Project No: C18-213

# CITRUS HEIGHTS WATER DISTRICT DISTRICT-WIDE ANNEXATION

# EXHIBIT A 6031 SUNRISE VISTA DRIVE CITY OF CITRUS HEIGHTS APN: 243-0350-008

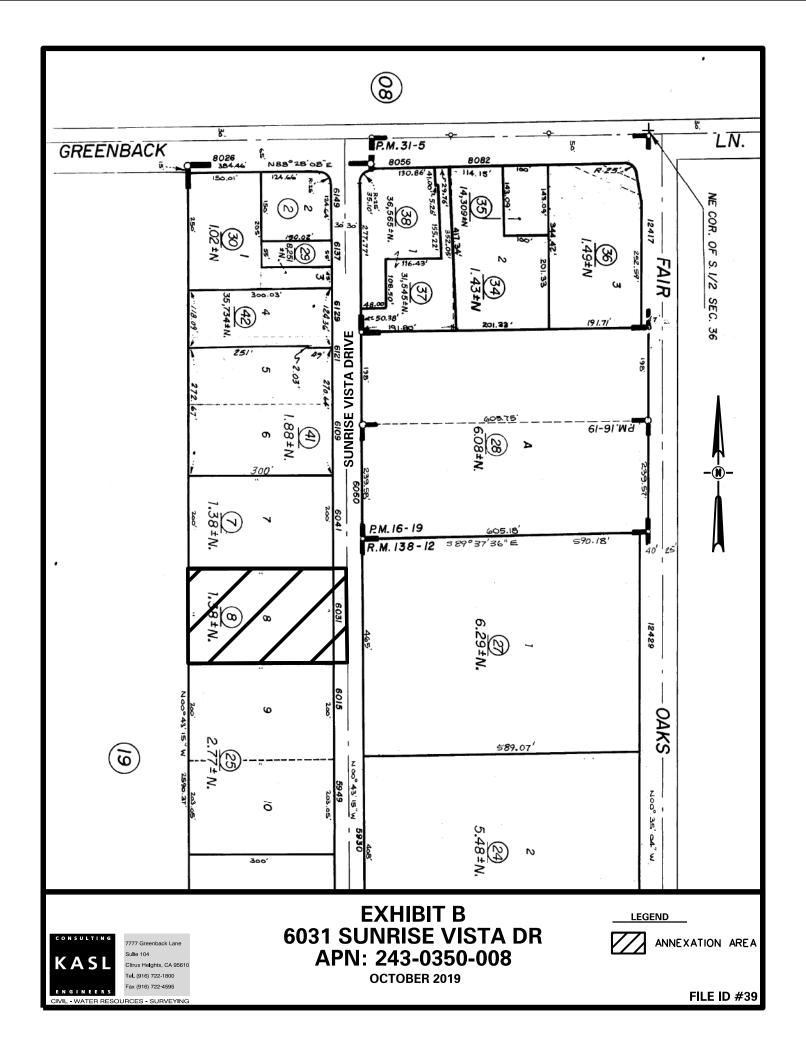
23 OCTOBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 8 AS SHOWN ON THAT PLAT ENTITLED "SUNRISE EAST" RECORDED IN BOOK 89 OF MAPS, PAGE 16, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

TOGETHER WITH THE WESTERLY ONE-HALF OF SUNRISE VISTA DRIVE, A COUNTY ROAD, CONTIGUOUS TO SAID LOT 8.

ANNEXATION AREA CONTAINING 66,000.00 SQUARE FEET (1.515 ACRES) MORE OR LESS.



# CITRUS HEIGHTS WATER DISTRICT

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 REGULAR MEETING

SUBJECT : Resolution Recognizing the Life of Jean Duncan

STATUS : Action Item

REPORT DATE : December 9, 2020

PREPARED BY : Brittney C. Moore, Management Analyst/Deputy Board Clerk

# **OBJECTIVE:**

Consider adoption of Resolution 15-2020 recognizing the life of Jean Duncan.

# **BACKGROUND AND ANALYSIS:**

A resolution recognizing the life of Citrus Heights Community Leader, Jean Duncan, who passed away on September 11, 2020.

# **RECOMMENDATION:**

Approve the accompanying resolution recognizing the life of Jean Duncan and her contributions to the Community of Citrus Heights.

# **ATTACHMENT**:

Resolution 15-2020 Recognizing the Life of Jean Duncan

# **ACTION:**

Moved by Director _	, Seconded by Director, Can	rried

# CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 15-2020

# RESOLUTION OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT RECOGNIZING THE LIFE OF JEAN DUNCAN

WHEREAS, on behalf of the Citrus Heights Water District, the Board of Directors wishes to record our deep sorrow over the passing of Jean Duncan on September 11, 2020, and;

WHEREAS, Jean Duncan was a beloved wife, mother, friend, business owner, and community leader, and;

WHEREAS, Jean Duncan was a well-respected community leader who resided in Citrus Heights since 1958, and was instrumental in the incorporation of the City of Citrus Heights and;

WHEREAS, Jean Duncan served as a member of Soroptimist International of Citrus Heights, the Citrus Heights Chamber of Commerce, and served on the Sylvan Cemetery District Board of Trustees and;

WHEREAS, her life was dedicated to the best interests of the community;

NOW, THEREFORE, The Citrus Heights Water District honors the life and legacy of Jean Duncan.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT, this 16<sup>th</sup> day of December 2020, by the following vote, to wit:

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

RAYMOND RIEHLE, President Board of Directors Citrus Heights Water District

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 15-2020 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held December 16, 2020.

MADELINE HENRY, Chief Board Clerk Citrus Heights Water District

# CITRUS HEIGHTS WATER DISTRICT

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 REGULAR MEETING

SUBJECT : Resolution Commending Jeffrey Slowey for Service to the Citrus Heights Community

STATUS : Action Item

REPORT DATE : December 8, 2020

PREPARED BY : Madeline A. Henry, Administrative Services Manager/Chief Board Clerk

# **OBJECTIVE:**

Consider adoption of Resolution 16-2020 Commending Jeffrey Slowey for service to the Citrus Heights community.

# **BACKGROUND AND ANALYSIS:**

A resolution commending Jeffrey Slowey on the occasion of his retirement as a Council Member for the City of Citrus Heights, having served on the City Council for sixteen years.

# **RECOMMENDATION:**

Approve the accompanying resolution commending Jeffrey Slowey for his service to the Citrus Heights community.

# **ATTACHMENT:**

Resolution Commending Jeffrey Slowey for Service to the Citrus Heights Community

ACTION:		
Moved by Director	, Seconded by Director	, Carried

### CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 16-2020

# RESOLUTION OF THE BOARD OF DIRECTORS COMMENDING JEFFREY SLOWEY FOR SERVICE TO THE CITRUS HEIGHTS COMMUNITY

WHEREAS, Jeffrey Slowey began serving the City of Citrus Heights as a member of the first Citrus Heights Planning Commission in May 1997; and

WHEREAS, Jeffrey Slowey was subsequently elected to the City Council in November 2004 and re-elected in 2008, 2012, and 2016; and

WHEREAS, Jeffrey Slowey served very admirably and honorably as the Mayor of Citrus Heights for four terms in 2007, 2012, 2017 and 2020; and

WHEREAS, during his tenure, Jeffrey Slowey worked tirelessly with the City Council to approve projects enhancing the quality of life for the citizens of Citrus Heights; including the widening of Greenback Lane, formation of the Citrus Heights Police Department, construction of the Citrus Heights Community Center, development of Stock Ranch, the rehabilitation of Sayonara Drive, revitalization of Auburn and Sunrise Boulevards, development of the Old Auburn multi-Use Trail, construction of the new state-of-the-art City Hall, approval of the Mitchell Farms Project (a 260 unit subdivision), development of Sunrise Mall Specific Plan; and

WHEREAS, Jeffrey Slowey diligently represented the City on various boards and commissions including the Sacramento Area Council of Governments (SACOG), the Sacramento Public Library Authority and Sacramento Regional Transit (alternate); and

WHEREAS, Jeffrey Slowey worked to foster collaborative relationships with surrounding agencies including Citrus Heights Water District; and

WHEREAS, Jeffrey Slowey's service to the Citrus Heights community is appreciated and the Citrus Heights Water District wishes him well in his future endeavors.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT DOES RESOLVE that the Board of Directors of the Citrus Heights Water District does hereby commend Jeffrey Slowey for his dedication and outstanding service to the City of Citrus Heights, and extends best wishes for many years filled with happiness and good health.

ADOPTED this 16th day of December, 2020

AYES: Board Members-NOES: Board Members-ABSTAIN: Board Members-Board Members-

> RAYMOND A. RIEHLE, President Board of Directors

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 16-2020 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held December 16, 2020.

Citrus Heights Water District

MADELINE A. HENRY, Administrative Services Manager/ Chief Board Clerk Citrus Heights Water District

# CITRUS HEIGHTS WATER DISTRICT

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : REGIONAL WATER AUTHORITY GROUNDWATER BANK

STATUS : Presentation

REPORT DATE : December 3, 2020

PREPARED BY : Brian Hensley, Water Resources Supervisor

Rob Swartz from Regional Water Authority (RWA)/ Sacramento Groundwater Authority (SGA) will provide an update on the Sacramento Regional Water Bank program.

# CITRUS HEIGHTS WATER DISTRICT

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 REGULAR MEETING

SUBJECT	: SELECTION OF PRESIDENT AND VICE PRESIDENT
STATUS	: Action Item
REPORT DATE	: December 1, 2020
PREPARED BY	: Madeline Henry, Administrative Services Manager/Chief Board Clerk

# **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.

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

# CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE : BOARD OF DIRECTORS AND OFFICERS

POLICY TITLE : PRESIDENT AND VICE PRESIDENT OF THE BOARD OF

**DIRECTORS** 

POLICY NUMBER : 2010

DATE ADOPTED : MARCH 7, 1995 DATE AMENDED : JANUARY 5, 1999

#### 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 adjourned, special or emergency special 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 <u>Participation in Meetings of the Board of Directors</u>

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 16, 2020 MEETING

SUBJECT : APPOINTMENT OF BOARD REPRESENTATIVES AND ALTERNATES

STATUS : Action Item

REPORT DATE : December 1, 2020

PREPARED BY : Madeline Henry, Administrative Services Manager/Chief Board Clerk

# **OBJECTIVE:**

1. Consider appointments of member of the Board of Directors or Officers to serve as District representatives to various organizations.

2. Consider amending District Policy No. 2300, Board Representatives.

# **BACKGROUND AND ANALYSIS:**

# Appointment of Representatives

Pursuant to District Board of Directors and Officers Policy No. 2300 (attachment 1) the Board of Directors shall appoint its Members or Officers to serve as District representatives to various organizations as follows:

Current 2020 Appointments			
Organization		Representative	Alternate
Association of California Water Agencies	Director	David C. Wheaton	Raymond A. Riehle
Joint Powers Insurance Authority (ACWA/JPIA)	Staff	Hilary M. Straus	Madeline Henry
Association of California Water Agencies (ACWA) Region 4		Raymond A. Riehle	Hilary M. Straus
Citrus Heights Regional Chamber of Commerce Government Issues Committee		Susan K. Talwar	Madeline A. Henry
Regional Collaboration Steering Committee	Director	David C. Wheaton	Raymond A. Riehle
Regional Water Authority (RWA)	Director	Raymond A. Riehle	David C. Wheaton
	Staff	Hilary M. Straus	Vacant
Sacramento Groundwater Authority (SGA)*		Caryl F. Sheehan	David C. Wheaton
Sacramento Water Forum		Vacant	Rex Meurer

<sup>\*</sup>Changes must be confirmed by City of Citrus Heights

Staff will be ready to provide suggestions for these appointments at the December 16 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.

<u>RECOMMENDATION</u>:1) Appoint Representatives to the following organizations listed below:

202	21 Worksl	neet	
Organization		Representative	Alternate
Association of California Water Agencies	Director		
Joint Powers Insurance Authority (ACWA/JPIA)	Staff		
Association of California Water Agencies (ACWA) Region 4			
Citrus Heights Regional Chamber of Commerce Government Issues Committee			
Regional Collaboration Steering Committee	Director		
Regional Water Authority (RWA)	Director		
	Staff		
Sacramento Groundwater Authority (SGA)*			
Sacramento Water Forum			
*Changes must be confirmed by City of Citrus Heights			

ATTACHMENT:
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Policy No. 2300 – Board Representatives

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Moved by Director _	, Seconded by Director	, Carried _	

#### CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE : BOARD OF DIRECTORS AND OFFICERS

POLICY TITLE : BOARD REPRESENTATIVES

POLICY NUMBER : 2300

DATE ADOPTED : MARCH 7, 1995

DATE AMENDED : DECEMBER 19, 2018

AMENDMENTS : (1) DECEMBER 8, 2003; (2) DECEMBER 10, 2013; (3) MAY 13, 2014; (4) DECEMBER 8,

2015; (5) DECEMBER 20, 2017

#### 2300.00 BOARD REPRESENTATIVES

Each December, or as otherwise necessary, the Board of Directors shall appoint or recommend appointment of its members, Officers or staff to serve as District representatives and/or alternate representatives for the following calendar year to the following organizations:

- Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)
- Association of California Water Agencies Region 4 (ACWA)
- Regional Water Authority (RWA)
- Sacramento Groundwater Authority (SGA)
- Sacramento Water Forum
- Other organizations as necessary

**AGENDA ITEM: B-3** 

# CITRUS HEIGHTS WATER DISTRICT

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2020 MEETING

SUBJECT : APPOINTMENT OF DISTRICT OFFICER
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STATUS : Action Item

REPORT DATE : December 1, 2020

PREPARED BY : Madeline A. Henry, Administrative Services Manager/Chief Board Clerk

#### **OBJECTIVE:**

Consider appointment 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:

Current Appointments	<u>Officer</u>	Deputy Officer
Assessor/Collector	Alberto Preciado	Dana R. Mellado
Treasurer	Susan K. Talwar	Alberto Preciado
Secretary	Hilary M. Straus	Madeline A. Henry
Staff recommends that all officers be reappointed to the	neir respective positions.	
<b>RECOMMENDATION:</b>		
Appoint and/or reconfirm the following District Office		
	<u>Officer</u>	<u>Deputy Officer</u>
Assessor/Collector	Alberto Preciado	Dana R. Mellado
Treasurer	Susan K. Talwar	Alberto Preciado
Secretary	Hilary M. Straus	Madeline A. Henry
ATTACHMENT: Policy No. 2200 – Officers of the District		
ACTION:		
Moved by Director, Seconded by	y Director	, Carried

#### CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE : BOARD OF DIRECTORS AND OFFICERS

POLICY TITLE : OFFICERS OF THE DISTRICT

POLICY NUMBER : 2200

DATE ADOPTED : MARCH 7, 1995 DATE AMENDED : AUGUST 10, 2004

#### 2200.00 OFFICERS OF THE DISTRICT

The offices of Assessor, Collector, Treasurer, (Water Code Section 21266) 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 (21120).

#### 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 (21123):

Assessor / Collector

Treasurer Secretary

#### 2200.11 <u>Deputy of the Assessor / Collector</u> (21186, 21187, 21188)

The Assessor / Collector may appoint one (1) Deputy Assessor / Collector to assist with the discharge of the duties of the Assessor / Collector. The Deputy Assessor / Collector shall hold office at the pleasure of the Assessor / Collector. Said appointment shall be subject to confirmation by the Board of Directors.

#### 2200.12 <u>Deputy of the Treasurer</u> (21186, 21187)

The Treasurer may appoint one (1) Deputy Treasurer to assist with the discharge of the duties of the Treasurer. The Deputy Treasurer shall hold office at the pleasure of the Treasurer. Said appointment shall be subject to confirmation by the Board of Directors.

#### 2200.13 Deputy of the Secretary

The Secretary may appoint one (1) Deputy Secretary to assist with the discharge of the duties of the Secretary. The Deputy Secretary shall hold office at the pleasure of the Secretary. Said appointment shall be subject to confirmation by the Board of Directors.

Each December or as otherwise necessary, the Board of Directors shall appoint or reconfirm the appointment of District Officers and Deputy Officers.

#### 2200.15 Officer's Bonds

Appointments shall be conditional upon the ability to be bondable or insurable as required by the Water Code in the following amounts:

Assessor / Collector	\$ 20,000
Treasurer	\$100,000
Secretary	\$ 5,000

Bonds or equivalent employee theft/dishonesty coverage shall be obtained and paid for by the District.

Bonds are not required for the Deputy Assessor / Collector, Deputy Treasurer and Deputy Secretary.

#### 2200.20 <u>Duties of the Assessor / Collector</u>

The District Assessor / Collector shall be responsible for the District's assessment roll and collections and shall prepare and certify the monthly Collector's Report. Other duties may be assigned by the Board of Directors including, but not limited to, the following:

- 1. Is in responsible charge for the preparation, certification, and submittal to the Board of Directors of a monthly Collector's Report. Said Collector's Report shall include receipts for flat rate water and irrigation installments, redemptions, water charges, and miscellaneous income.
- 2. Is in responsible charge for review of charges assessed and prepares Cancellation/Refund Letter documenting charges to be cancelled or refunded by action of the Board of Directors pursuant to Cancellation of Current Year Water Charges Policy 7315 and Refunds of Prior Year Over-Payments Policy 7320.
- 3. Publishes notices of assessments and delinquencies as required by the Water Code.
- 4. Executes Certificates of Sale and Certificates of Redemption as necessary.

#### 2200.30 Duties of the Treasurer

The Treasurer will install and maintain a system of auditing and accounting that will completely and at all times show the financial condition of the District in accordance with generally accepted accounting principles and legal requirements. The District Treasurer shall be responsible for receipt, allocation, and investment of District funds in compliance with Investment of District Funds Policy 6300. Other duties may be assigned by the Board of Directors including, but not limited to, the following:

1. Is in responsible charge for the preparation, certification, and submittal to the Board of Directors of a monthly Treasurer's Report. Said Treasurer's Report shall include reconciliation and analysis of District receipts, disbursements, depositories, investments, and funds including, but not limited to the following:

Savings Account(s)
Local Agency Investment Fund (LAIF)
Investments
Funds and Reserve Accounts

- 2. Acknowledges receipt from the Assessor / Collector of the sums set forth on the Collector's Report.
- 3. As directed by the Board of Directors, is responsible for the allocation and placement of the financial resources.
  - 4. Routinely transfers funds to and between the checking, savings, and LAIF accounts to facilitate payment of payroll and monthly accounts payable.
  - 5. Prepares financial policies, plans, and recommendations for submittal to the Board of Directors for consideration and approval.
  - 6. Participates in a review of the annual audit and acts, as directed by the Board of Directors, upon the recommendations offered by the auditor.
  - 7. In the absence of the Secretary and Deputy Secretary, may attest to checks for payment totaling \$8,000.00 and greater.

#### 2200.40 <u>Duties of the Secretary</u>

The District Secretary certifies and maintains custody of Ordinances, Resolutions, Meeting Minutes, and other official District actions and oaths taken or subscribed to by the Board of Directors and other Officers of the District. Other duties may be assigned by the Board of Directors including, but not limited to the following:

- 1. Prepares and certifies meeting notices prior to posting.
- 2. Notifies the media in accordance with the requirements of the Brown Act relating to open meeting law.
- 3. Adjourns meetings in the absence of any Directors.
- 4. Maintains custody of the District seal.
- 5. Attests, certifies, and/or countersigns Ordinances, Resolutions, Collector's and Treasurer's Reports, Meeting Minutes, and checks for payment totaling \$8,000.00 and greater.
- 6. Administers and files Oaths, Affirmations, and Acknowledgments.
- 7. Receives Petitions.
- 8. Accepts correspondence on behalf of District.
- 9. Receives and opens sealed bids.
- 10. In the event that the offices of President and Vice-President are simultaneously

vacant, the Secretary shall assume the Chair so that the Directors may elect a President.

## 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 16, 2020 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE THE CITRUS HEIGHTS

WATER DISTRICT ANNEXATION AND DETACHMENT OF SELECT PARCELS AND APPROVE THE UPDATED CITRUS HEIGHTS WATER

DISTRICT SERVICE AREA BOUNDARY

STATUS : Action Item

REPORT DATE: December 2, 2020

PREPARED BY: Missy Pieri, Director of Engineering/District Engineer/Interim Director of Operations

Tamar Dawson, Assistant Engineer

#### **OBJECTIVE:**

Consider adoption of Resolution R17-2020 approving the Citrus Heights Water District (CHWD or District) annexation and detachment of select parcels and Resolution R18-2020 approving the updated CHWD service area boundary.

#### **BACKGROUND AND ANALYSIS:**

At the April 15, 2020 Board meeting, the Board adopted Resolution 02-2020 authorizing staff to initiate proceedings with the Sacramento Local Agency Formation Commission (LAFCo) for Part 1 of the CHWD District-wide Annexation Project (Project).

**Part 1** of the Project consisted of the annexation of 156 discreet parcels or portions of parcels totaling a net of approximately 275 acres and the detachment of 14 discreet parcels or portions of parcels totaling a net of approximately 14 acres. These properties have been categorized into the following six groups:

Group A	Undeveloped Properties	18 Parcels	69.088 acres
Group B	Declined Annexation	2 Parcels	25.149 acres
Group C	Public Agency Properties	13 Parcels	137.202 acres
Group D	Miscellaneous Properties	108 Parcels	27.608 acres
Group E	Roadways	15 Parcels	16.178 acres
Group F	Detachments	14 Parcels	-13.751 acres

When the District was originally formed in 1920 as the Citrus Heights Irrigation District, the service territory was 4.7 square miles. As development occurred over the years, the size of the District's service area expanded to its current 12.7+/- square miles. The majority of the parcels that were developed requested water service from the District and were annexed into the District at the time of development.

Historically, annexations and detachments have involved single properties or developments with the landowner or developer serving as the Applicant to LAFCo which, upon approval by LAFCo, have been then acted upon by the District and documented in the District's Minute Books upon formal acceptance by the Board of Directors.

For the Project, it was in the interest of the District to act as the Applicant to facilitate the LAFCo approval for annexation of all of the un-annexed parcels into the District's service territory. This is especially true for undeveloped parcels. As these parcels are developed, whether for commercial or residential purposes, the developer(s) would need to pay for and complete the initial LAFCo annexation approval process prior to the District's action to provide water service to a parcel. This can be a time-consuming process which may hinder the schedule of any development project. Rather than the developer(s) completing individual applications,

# **Annexation & Detachment of Select Parcels & Boundary December 16, 2020 Board of Directors Meeting**

Page 2

**AGENDA ITEM: B-4** 

the District completed the LAFCo process for the aforementioned parcels identified for annexation or detachment.

The annexation and detachment documents have been properly executed and approved by Sacramento LAFCo. LAFCo issued a Certificate of Completion for the Project (LAFC #01-20) on September 28, 2020.

Groups A and B properties, although approved by LAFCo, are <u>not</u> part of this action. The developers/landowners of these properties will need to apply for annexation to the District and pay annexation fees as a condition of receiving water service or receiving water service at normal rates. As such, future actions by the Board of Directors will be forthcoming when water service is requested for those properties.

Groups C through E properties are parcels or portions of parcels that are receiving water from the District but were never formally annexed. This completes the annexation for these lands that should have been done in the past. No further actions by the Board of Directors will be required for these properties.

Group F properties are random parcels or portions of parcels on the District's perimeter that the District is not and will not be providing service to. If approved, no further actions by the Board of Directors will be required for these properties.

**Part 2** of the Project was to prepare legal descriptions for the perimeter boundaries and acreage calculations of the District's service area. The updated service area incorporates the perimeter changes created by the aforementioned annexations and detachments. If approved, this will create an official service area and discreet boundary for the District.

#### **RECOMMENDATIONS:**

- 1. Adopt Resolution 17-2020 along with the accompanying Attachments approving the CHWD annexation and detachment of select parcels (Groups C, D, E, and F) throughout the District's service area.
- 2. Adopt Resolution 18-2020 along with the accompanying Attachments approving the updated CHWD service area boundary.

#### **ATTACHMENTS:**

- 1. Resolution 17-2020
- 2. Resolution 18-2020

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Moved by Director	, Seconded by Director	, Carried

# **ATTACHMENT 1**

# RESOLUTION 17-2020 CITRUS HEIGHTS WATER DISTRICT ANNEXATION AND DETACHMENT OF SELECT PARCELS

#### RESOLUTION 17-2020

#### RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT FOR CITRUS HEIGHTS WATER DISTRICT ANNEXATION AND DETACHMENT OF SELECT PARCELS

WHEREAS, the CITRUS HEIGHTS WATER DISTRICT has identified several parcels that should be annexed to or detached from the CITRUS HEIGHTS WATER DISTRICT to create a contiguous service area; and

WHEREAS, the CITRUS HEIGHTS WATER DISTRICT Board of Directors adopted Resolution 02-2020 at the April 15, 2020 Board of Directors meeting authorizing staff to initiate proceedings with the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION for the CITRUS HEIGHTS WATER DISTRICT District-wide Annexation Project; and

WHEREAS, the CITRUS HEIGHTS WATER DISTRICT submitted an application packet to the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION; and

WHEREAS, the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION, pursuant to Government Code No. 56261, has duly approved such annexations and detachments and has authorized the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT to annex and detach such territory without notice of hearing by the Board of Directors, without election; and

WHEREAS, the proposed annexations and detachments will be for the interest of land owners present and future inhabitants within the CITRUS HEIGHTS WATER DISTRICT and within the territory to be annexed to and detached from the CITRUS HEIGHTS WATER DISTRICT.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT that the territory described below be, and it is, annexed to or detached from the CITRUS HEIGHTS WATER DISTRICT, and the CITRUS HEIGHTS WATER DISTRICT's sphere of influence is amended to include same.

Said territory is described in the included attachment:

Parcel Descriptions and Maps

PASSED AND ADOPTED by the Board of Directors of CITRUS HEIGHTS WATER DISTRICT, this 16<sup>th</sup> day of December, 2020, by the following vote, to wit:

AYES: Directors: Riehle, Wheaton, Sheehan

NOES: ABSENT:	Directors: Directors:	
SEAL		
		RAYMOND RIEHLE, President
		Board of Directors

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 17-2020 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held December 16, 2020.

MADELINE HENRY, Chief Board Clerk Citrus Heights Water District

Citrus Heights Water District

6/29/2080/1517-07 District-wide Annexation Project\Exhibits\Exhibit A.dgn DATE: 6/29/2020

EXHIBIT A

Group	FileID	APN	Street#	Street	City	Acres
А	2	224-0142-006	8400	Old Auburn Rd	СН	1.754
Α	3	224-0210-013	8585	Chris Ln	OV	12.288
Α	7	257-0040-011	13001*	Fair Oaks Blvd	CH	1.033
Α	8	204-0210-041	7423	Muth Ln	CH	1.782
Α	9	211-0160-022	6941*	Sylvan Rd	CH	0.557
Α	10	224-0190-014	8207	Oak Ave	CH	2.446
Α	28	224-0760-020	8732*	Nipawin Way	OV	5.000
Α	29	224-0760-034	7738*	Leever Ln	OV	5.744
Α	30	224-0770-004	8891	Oak Ave	OV	2.066
Α	31	224-0770-024	8893*	Oak Ave	OV	0.241
Α	38	261-0010-051	8147	Fair Oaks Blvd	FO	1.329
Α	39	243-0350-008	6031	Sunrise Vista Dr	CH	1.515
Α	42	261-0020-026	8498*	Greenback Ln	FO	4.472
Α	34	224-0253-020	7418*	Hickory Ave	OV	0.410
Α	18	257-0040-006	7180	Sunrise Blvd	CH	5.964
Α	36	257-0180-016	8271*	Streng Ave	CH	0.504
Α	33	257-0180-015	8302*	Streng Ave	CH	6.405
Α	15	211-0020-002	7137	Auburn Blvd	CH	15.578
В	43	261-0010-052	8201	Greenback Ln	FO	24.649
В	43	261-0010-041	8201	Greenback Ln	FO	0.500
С	1	204-0112-011	7801	Auburn Blvd	СН	43.415
С	1		7331	Antelope Rd	CH	incl. prev.
С	37	224-0190-046	8275	Oak Ave	CH	22.07
С	37	224-0190-047	8275	Oak Ave	CH	0.005
С	37	224-0190-012	8225*	Oak Ave	CH	1.930
С	14	204-0220-003	7401	Auburn Blvd	CH	5.556
С	14	211-0020-023	7401	Auburn Blvd	CH	6.006
С	14	211-0020-001	7401	Auburn Blvd	CH	7.822
С	16	211-0020-003	7085	Auburn Blvd	CH	15.501
С	17	257-0040-024	7322	Sunrise Blvd	CH	9.922
С	35	213-0010-004	7229	Beech Ave	OV	10.372
С	41	243-0070-002	6520	Sunrise Blvd	CH	13.778
С	19	211-0160-021	6921	Sylvan Rd	CH	0.748
С	11	257-0040-023	n/a	Canelo Hills Dr	CH	0.077
D	6	211-0421-001	6751	Pacheco Way	СН	0.196
D	6	211-0421-002	6747	Pacheco Way	CH	0.196
D	6	211-0421-003	6743	Pacheco Way	CH	0.196
D	6	211-0422-003	7777	Spring Valley Ave	CH	0.196
D	6	211-0422-004	7773	Spring Valley Ave	СН	0.196
D	6	211-0422-005	7769	Spring Valley Ave	CH	0.196
D	6	211-0422-006	7765	Spring Valley Ave	СН	0.196
D	6	211-0422-007	7761	Spring Valley Ave	CH	0.196
D	6	211-0422-008	7757	Spring Valley Ave	СН	0.196
D	6	211-0422-009	6746	Pacheco Way	CH	0.196

Group	FileID	APN	Street#	Street	City	Acres
D	6	211-0422-010	6750	Pacheco Way	CH	0.196
D	6	211-0422-011	7760	Highland Ave	CH	0.196
D	6	211-0422-012	7764	Highland Ave	CH	0.196
D	6	211-0422-013	7768	Highland Ave	CH	0.196
D	6	211-0422-014	7772	Highland Ave	CH	0.196
D	6	211-0422-015	7776	Highland Ave	CH	0.196
D	6	211-0423-001	6732	Pacheco Way	CH	0.196
D	6	211-0423-002	7760	Spring Valley Ave	CH	0.196
D	6	211-0423-003	7764	Spring Valley Ave	CH	0.196
D	6	211-0423-004	7768	Spring Valley Ave	CH	0.196
D	6	211-0423-005	7772	Spring Valley Ave	CH	0.196
D	6	211-0423-006	7776	Spring Valley Ave	CH	0.196
D	6	211-0423-007	7780	Spring Valley Ave	CH	0.196
D	6	211-0423-008	7784	Spring Valley Ave	CH	0.196
D	6	211-0423-009	6634	Pacheco Way	CH	0.196
D	6	211-0423-010	6638	Pacheco Way	CH	0.196
D	6	211-0423-011	6642	Pacheco Way	CH	0.196
D	6	211-0423-012	6646	Pacheco Way	CH	0.196
D	6	211-0423-013	6650	Pacheco Way	CH	0.196
D	6	211-0423-014	6700	Pacheco Way	CH	0.196
D	6	211-0423-015	6704	Pacheco Way	CH	0.196
D	6	211-0423-016	6724	Pacheco Way	CH	0.196
D	6	211-0423-017	6728	Pacheco Way	CH	0.196
D	6	211-0424-001	6733	Pacheco Way	CH	0.196
D	6	211-0424-002	6729	Pacheco Way	CH	0.196
D	6	211-0424-003	6725	Pacheco Way	CH	0.196
D	6	211-0424-004	6721	Pacheco Way	CH	0.196
D	6	211-0424-005	6717	Pacheco Way	CH	0.196
D	6	211-0424-006	6713	Pacheco Way	CH	0.196
D	6	211-0424-007	6709	Pacheco Way	CH	0.196
D	6	211-0424-008	6705	Pacheco Way	CH	0.196
D	6	211-0424-009	6701	Pacheco Way	CH	0.196
D	6	211-0424-010	6651	Pacheco Way	CH	0.196
D	6	211-0424-011	6647	Pacheco Way	CH	0.196
D	6	211-0424-012		Pacheco Way	CH	0.196
D	6	211-0424-013	6639	Pacheco Way	CH	0.196
D	6	211-0424-014	6635	Pacheco Way	CH	0.196
D	26	259-0180-080	8228	Highwood Way	OV	0.200
D	26	259-0180-058	8234*	Highwood Way	OV	0.120
D	26	259-0180-059	8322*	Myrtus Ct	OV	0.090
D	26	259-0180-078		Myrtus Ct	OV	0.102
D	26	259-0180-061		Myrtus Ct	OV	0.098
D	26	259-0180-062		Myrtus Ct	OV	0.103
D	26	259-0180-063	8336*	Myrtus Ct	OV	0.116

Group	FileID	APN	Street#	Street	City	Acres
D	26	259-0180-074	6849	Escallonia Dr	OV	0.075
D	26	259-0180-066	6847*	Escallonia Dr	OV	0.069
D	26	259-0211-045	6787*	Aurelius Way	OV	0.080
D	26	259-0180-077	6841	Escallonia Dr	OV	0.074
D	26	259-0180-068	6835*	Escallonia Dr	OV	0.094
D	26	259-0180-076	6833	Escallonia Dr	OV	0.111
D	26	259-0180-070	8376*	Robina Ct	OV	0.095
D	26	259-0180-075	8378	Robina Ct	OV	0.128
D	26	259-0180-079	8382	Robina Ct	OV	0.126
D	26	259-0190-092	8420	Cortadera Dr	OV	0.190
D	26	259-0190-093	8424	Cortadera Dr	OV	0.088
D	26	259-0190-094	8432	Cortadera Dr	OV	0.075
D	26	259-0190-050	8438*	Cortadera Dr	OV	0.075
D	26	259-0190-090	8442*	Cortadera Dr	OV	0.075
D	26	259-0190-095	8444	Cortadera Dr	OV	0.075
D	26	259-0190-053	8448 1/2*	Cortadera Dr	OV	0.075
D	26	259-0190-096	8452	Cortadera Dr	OV	0.075
D	26	259-0190-097	8456	Cortadera Dr	OV	0.075
D	26	259-0190-091	8460	Cortadera Dr	OV	0.075
D	26	259-0190-057	8462*	Cortadera Dr	OV	0.075
D	26	259-0190-088	8468	Cortadera Dr	OV	0.056
D	26	259-0211-054	6731	Aurelius Way	OV	0.146
D	26	259-0211-037	6741*	Aurelius Way	OV	0.080
D	26	259-0211-055	6743	Aurelius Way	OV	0.080
D	26	259-0211-039	6751*	Aurelius Way	OV	0.080
D	26	259-0211-040	6753*	Aurelius Way	OV	0.080
D	26	259-0211-041	6763*	Aurelius Way	OV	0.080
D	26	259-0211-053	6767	Aurelius Way	OV	0.080
D	26	259-0211-043	6775*	Aurelius Way	OV	0.080
D	26	259-0180-064	6775 1/2*	Aurelius Way	OV	0.080
D	26	259-0211-044	6777*	Aurelius Way	OV	0.080
D	26	259-0211-056	8367	Aurelius Way	OV	0.160
D	26	259-0211-052	8371	Aurelius Way	OV	0.079
D	26	259-0211-049	8377*	Aurelius Way	OV	0.094
D	26	259-0211-050	8381*	Aurelius Way	OV	0.098
D	26	259-0211-051	8383*	Aurelius Way	OV	0.098
D	44	236-0321-057	6326	Appian Way	Carm	0.083
D	4	224-0210-005	8060	Wachtel Way	OV	2.330
D	27	224-0240-033	7707	Hickory Ave	OV	1.073
D	22	224-0770-007		Oak Ave	OV	0.442
D	23	227-0120-026	9005	Oak Ave	OV	1.289
D	24	227-0120-025		Oak Ave	OV	1.249
D	25	224-0240-010		Larkspur Ln	OV	1.004
D	20	257-0200-023	7301	Hickory Ave	OV	2.613

Group	FileID	APN	Street#		Street	City	Acres
D	21	213-0013-005	7331	Beech Ave		OV	2.048
D	48	471-0070-063	502	Livoti Ave		RV	0.255
D	48	471-0070-061	512	Livoti Ave		RV	0.254
D	48	471-0070-062	n/a	Livoti Ave		RV	0.227
D	49	471-0070-055	516	Livoti Ave		RV	0.308
D	49	471-0070-056	520	Livoti Ave		RV	0.343
D	49	471-0070-057	113	Langley Ave		RV	0.277
D	49	471-0070-058	560	Livoti Ave		RV	0.308
D	49	471-0070-068	n/a	Langley Ave		RV	0.119
D	53	471-0060-060	1100	Orlando Ave		RV	0.089
Е	12	204-xxxx-xxx	n/a	Auburn Blvd		СН	2.121
Е	13	204-0200-xxx	n/a	Antelope Rd		СН	1.755
Е	32	224-0770-xxxx	7447-7455	Hazel Avenue		OV	0.501
Е	40	243-0350-xxx	6031	Sunrise Vista Dr		СН	0.138
Ε	40	243-0350-xxx	6015	Sunrise Vista Dr		СН	0.275
Ε	46	232-0012-xxx	5400	Dewey Dr		FO	0.375
Ε	50	471-003,004,006	n/a	Livoti Ave		RV	5.106
Ε	50	471-005,006,007	n/a	Whyte Ave		RV	incl. prev.
Ε	50	471-003,004,006	n/a	Frances Ave		RV	incl. prev.
Ε	50	471-004,007-xxx	n/a	Mariposa Ave		RV	incl. prev.
Ε	51	Portion of Livoti	n/a	Livoti Ave		RV	5.907
Ε	51	471-005,006,007	n/a	Whyte Ave		RV	incl. prev.
Ε	51	Louis Ln	n/a	Louis Ln		RV	incl. prev.
Ε	51	471-005-xxx	n/a	Auburn Blvd		RV	incl. prev.
Е	51	Portion of Orland	n/a	Orlando Ave		RV	incl. prev.
F	5	None	n/a	Interstate 80		СН	-4.338
F	45	232-0353-017	7061	Madison Ave		FO	-0.587
F	47	232-0120-049	5420*	Dewey Dr		FO	-0.143
F	52-1	Interstate 80	n/a	Interstate 80		RV	-0.158
F	52-2	471-050-002	n/a	Auburn Blvd		RV	-1.637
F	52-3	471-050-001	n/a	Auburn Blvd		RV	-0.680
F	52-4	Auburn Blvd	n/a	Auburn Blvd		RV	-0.440
F	52-5	471-030-001	n/a	Livoti Avenue		RV	-3.048
F	52-6	471-060-001	n/a	Livoti Avenue		RV	-0.163
F	54	471-030-002	1115	Orlando Ave		RV	-1.607
F	55	224-0550-010	8211	Country Lake Dr		OV	-0.655
F	56	211-0570-039	6389	Navion Dr		CH	-0.102
F	57	Interstate 80	n/a	Interstate 80		CH	-0.154
F	58	209-0323-005	7517	Stoneridge Way		CH	-0.039

# **GROUP A**

File ID: **2** Acres: **1.754** 

AFFECTED ADDRESSES						
8400 Old Auburn Rd						

Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A 8400 OLD AUBURN ROAD

CITY OF CITRUS HEIGHTS APN: 224-0142-006 18 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL "C" AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 26 OF MAPS, PAGE 47, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM, LANDS PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT ON MAY 06, 1958 BY JOHN M. SCOTT AND ELSIE LOUISA SCOTT, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER, DESCRIBED AS A "SET RAILROAD SPIKE STAMPED LS 3486 1976" PER SAID PARCEL MAP, SAID CORNER BEING THE POINT OF BEGINNING.

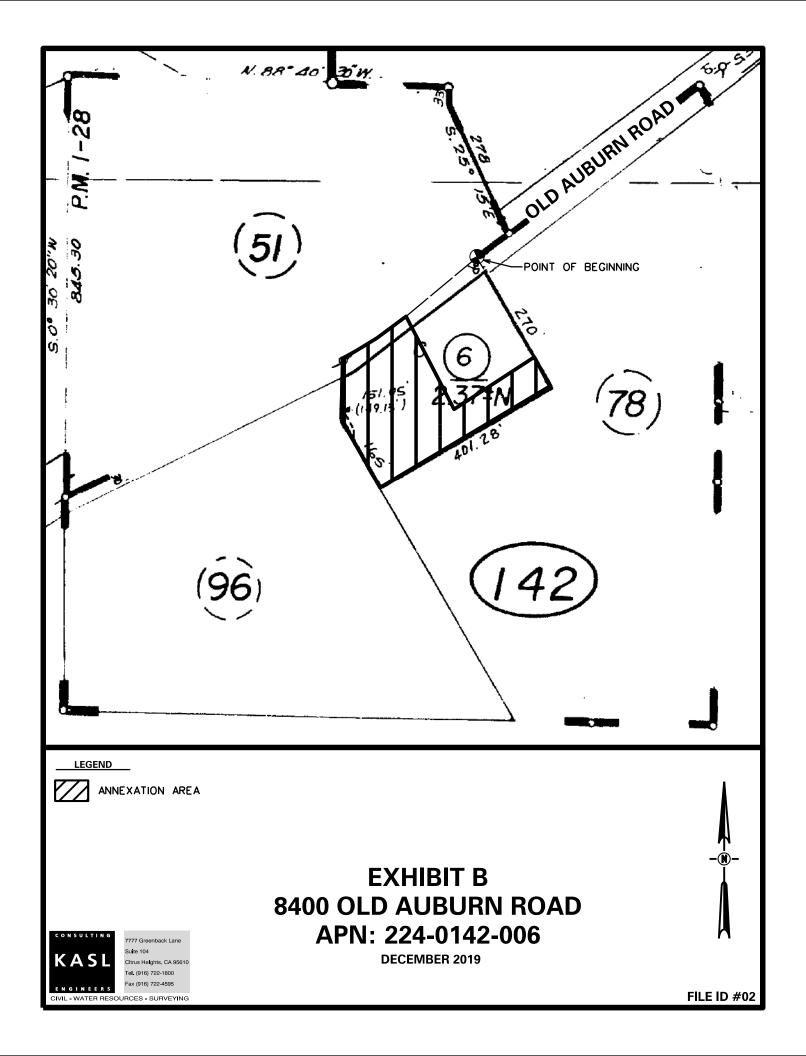
THENCE FROM SAID POINT OF BEGINNING SOUTH 57°41'05" WEST, 164.50 FEET, ALONG THE CENTERLINE OF OLD AUBURN ROAD, A COUNTY ROAD;

THENCE LEAVING SAID CENTERLINE, SOUTH 26°15'43" EAST, 217.80 FEET;

THENCE NORTH 55°50'30" EAST, 179.74 FEET TO THE EASTERLY BOUNDARY LINE OF SAID PARCEL:

THENCE NORTH 30°11'25" WEST, 210.95 FEET ALONG SAID BOUNDARY LINE TO THE POINT OF BEGINNING.

ANNEXATION AREA CONTAINING 76,412.53 SQUARE FEET (1.754 ACRES), MORE OR LESS.



# **GROUP A**

File ID: **3** Acres: **12.288** 

AFFECTED ADDRESSES			
8585 Chris Ln			

Citrus Heights Water District

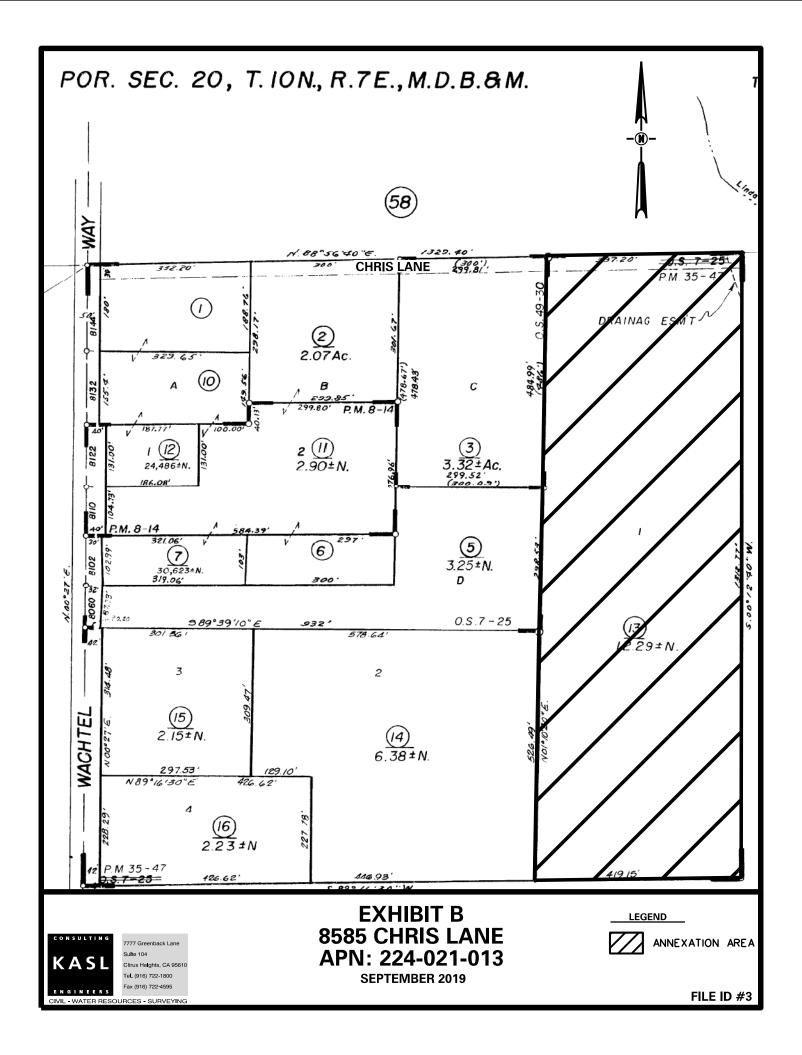
District-wide Annexation Project

# EXHIBIT A 8585 CHRIS LANE COUNTY OF SACRAMENTO APN: 224-0210-013 9 OCTOBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL 1 AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL "E" OF 7 R.S. 25" RECORDED IN BOOK 35 OF PARCEL MAPS, AT PAGE 47, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 535,265.30 SQUARE FEET (12.288 ACRES), MORE OR LESS.



# **GROUP A**

File ID: **7** Acres: **1.033** 

AFFECTED ADDRESSES			
13001* Fair Oaks Blvd			

Citrus Heights Water District

District-wide Annexation Project

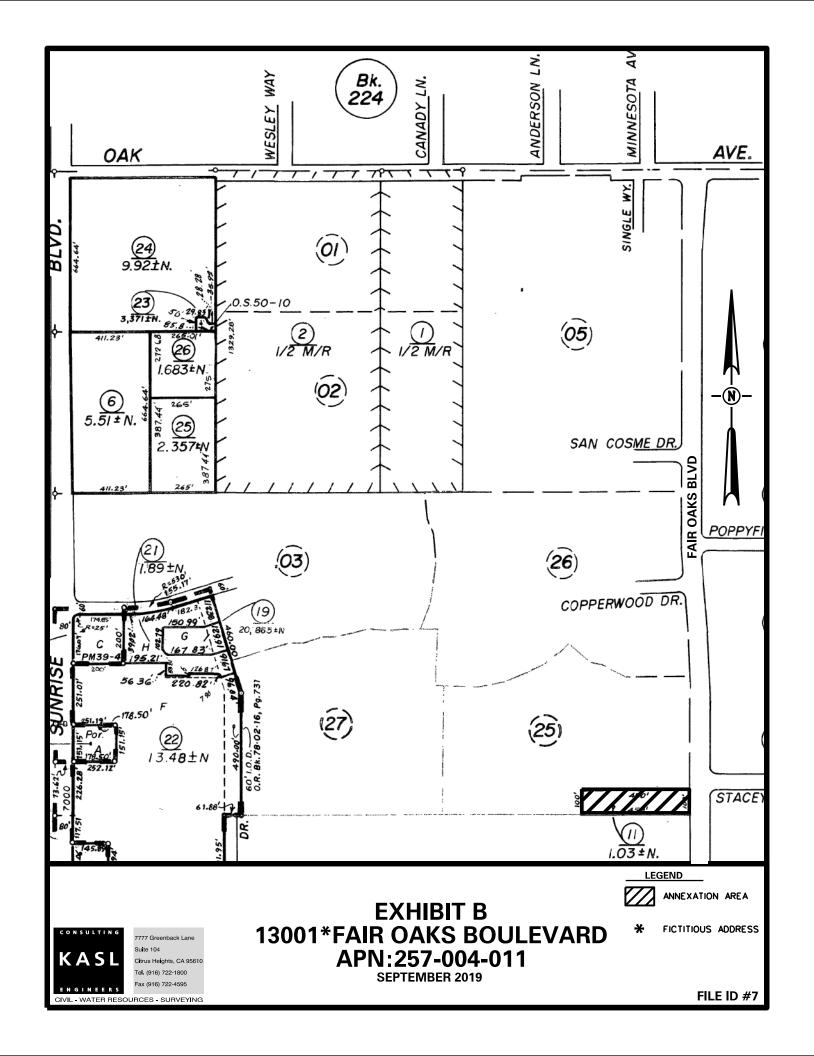
# EXHIBIT A 13001\*FAIR OAKS BOULEVARD CITY OF CITRUS HEIGHTS APN 257-0040-011 9 OCTOBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF "EXHIBIT A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 741016 OF OFFICIAL RECORD, AT PAGE 555, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 44,996.96 SQUARE FEET (1.033 ACRES) MORE OR LESS.

\* = FICTITIOUS ADDRESS



# **GROUP A**

File ID: **8** Acres: **1.782** 

AFFECTED ADDRESSES			
7423 Muth Ln			

Citrus Heights Water District

District-wide Annexation Project

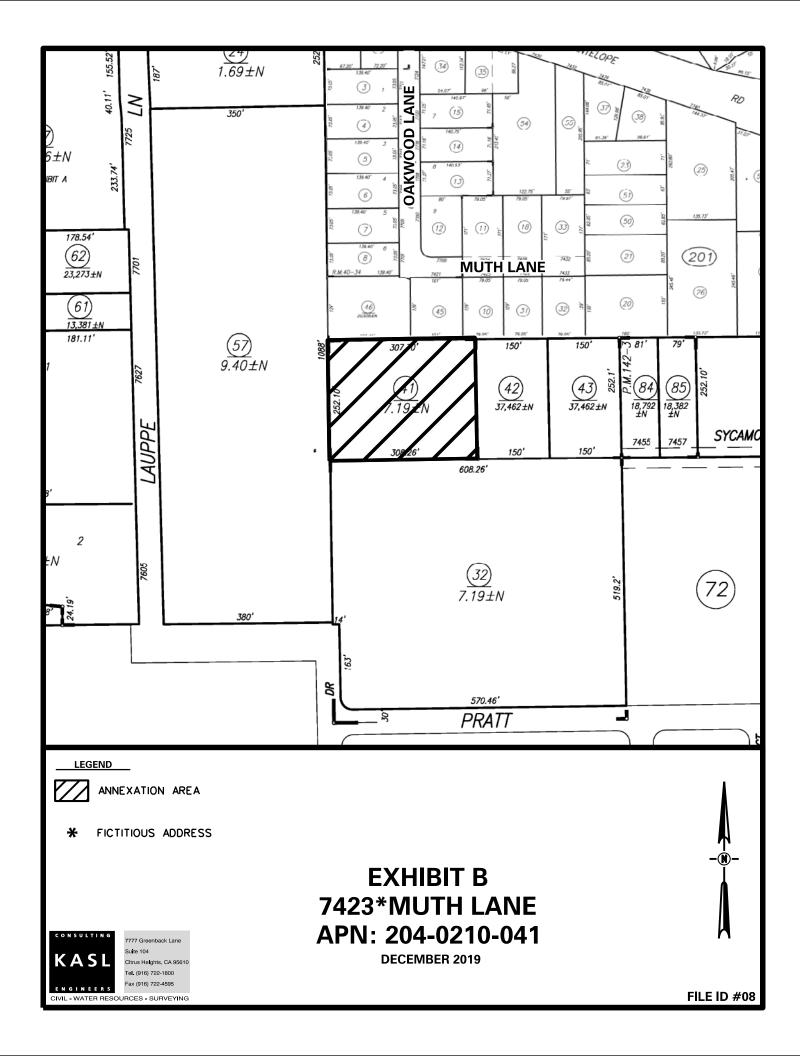
# EXHIBIT A 7423\*MUTH LANE CITY OF CITRUS HEIGHTS APN: 204-0210-041 18 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND LABELED "WILLIAMS" AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 66 OF RECORD OF SURVEYS, PAGE 24, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 77,640.44 SQUARE FEET (1.782 ACRES), MORE OR LESS.

\* = FICTITIOUS ADDRESS



# **GROUP A**

File ID: **9** Acres: **0.557** 

AFFECTED ADDRESSES			
6941* Sylvan Rd			

Citrus Heights Water District

District-wide Annexation Project

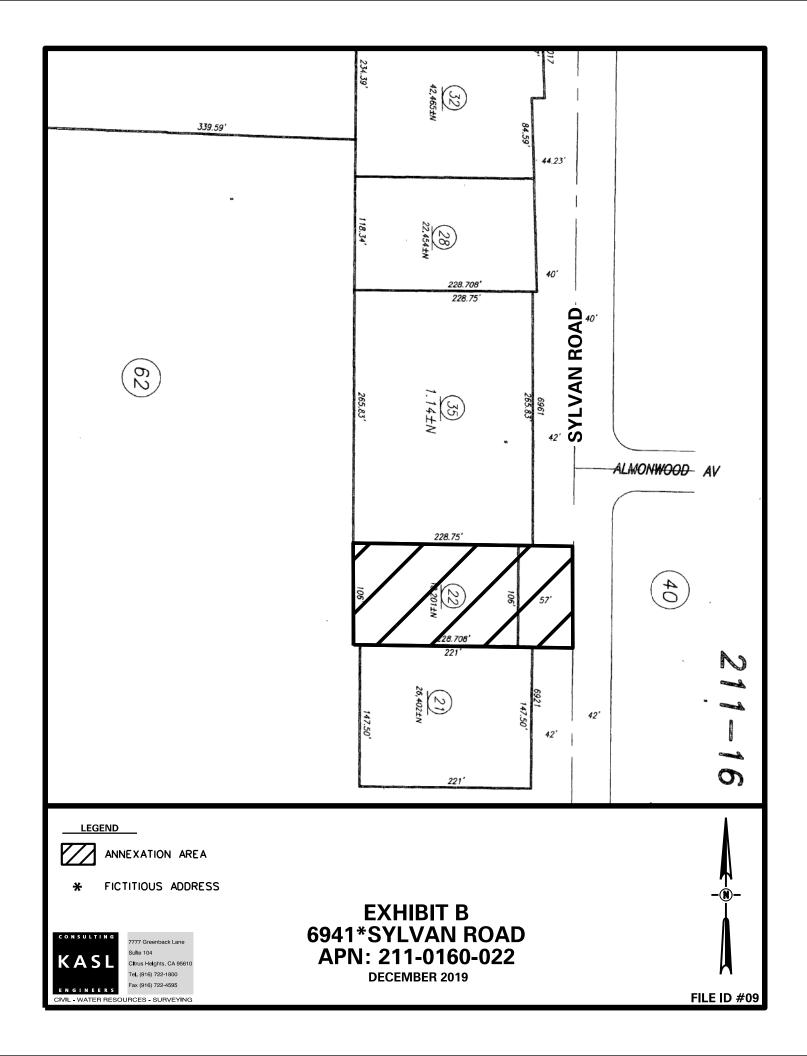
# EXHIBIT A 6941\*SYLVAN ROAD CITY OF CITRUS HEIGHTS APN: 211-0160-022 19 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF EXHIBIT "A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20161121 OF OFFICIAL RECORD, PAGE 1302, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 24,247.50 SQUARE FEET (0.557 ACRES), MORE OR LESS.

\*= FICTITIOUS ADDRESS



# **GROUP A**

File ID: **10** Acres: **2.446** 

AFFECTED ADDRESSES			
8207 Oak Ave			

Citrus Heights Water District

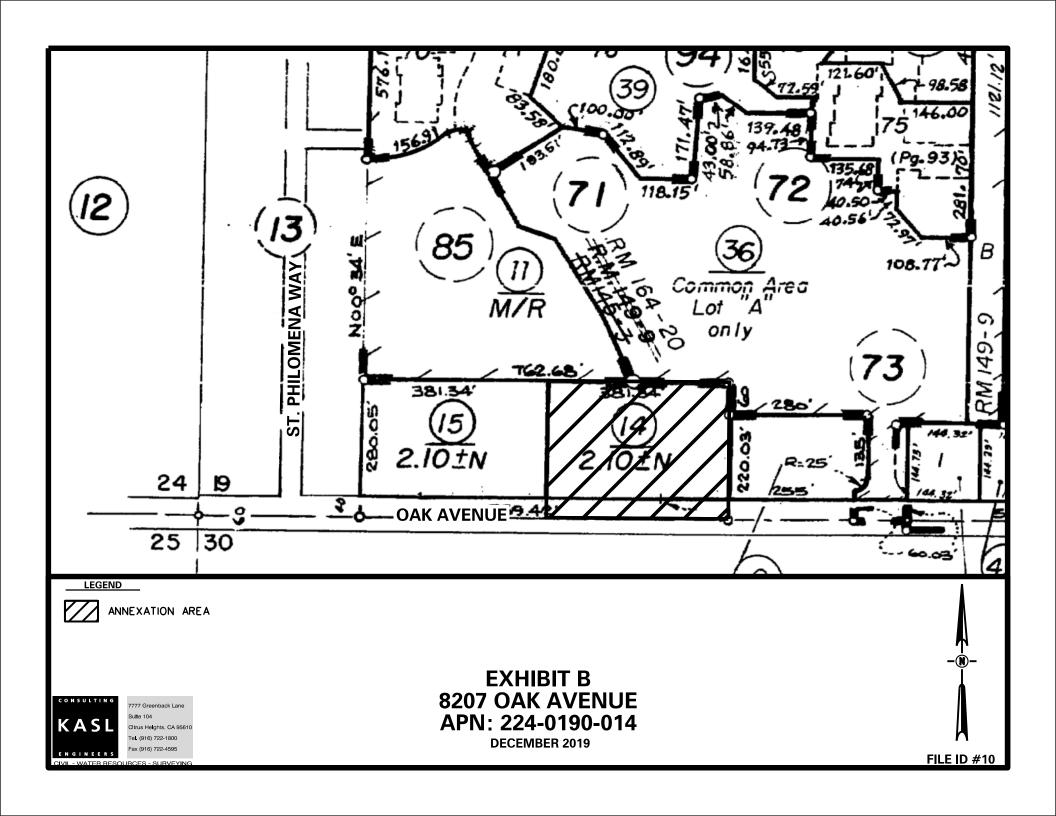
District-wide Annexation Project

# EXHIBIT A 8207 OAK AVENUE CITY OF CITRUS HEIGHTS APN: 224-0190-014 19 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF EXHIBIT "A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20140624 OF OFFICIAL RECORD, PAGE 0529, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 106,558.41 SQUARE FEET (2.446 ACRES), MORE OR LESS.



# **GROUP A**

File ID: **15** Acres: **15.578** 

AFFECTED ADDRESSES			
7137 Auburn Blvd			

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A SYLVAN MIDDLE SCHOOL (OLD) CITY OF CITRUS HEIGHTS

APN: 211-0020-002 10 OCTOBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 4 AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 91 OF RECORD OF SURVEYS, PAGE 10, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, THENCE LEAVING SAID CORNER NORTH 89°29'10" EAST, 31.00 FEET TO A POINT ALONG THE NORTH AND SOUTH CENTER SECTION LINE OF SECTION 23 LYING WITHIN A PORTION OF AUBURN BLVD AS SHOWN ON THAT RECORD OF SURVEY ENTITLED "SYLVAN CEMETERY" RECORDED IN BOOK 18 RECORD OF SURVEYS, PAGE 25, RECORDS OF SAID COUNTY, SAID SECTION LINE ALSO BEING PART OF THE DESCRIBED DISTRICT BOUNDARY LINE AS DELINEATED ON DECEMBER 13, 1920, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING ALONG SAID SECTION LINE, SOUTH 00°30'50" EAST, 1,154.58 FEET TO A POINT ON SAID SECTION LINE FROM WHICH THE CENTERLINE OF AUBURN BLVD INTERSECTS WITH SAID SECTION LINE. ALSO BEING PART OF SAID PREVIOUSLY ANNEXED LANDS;

THENCE LEAVING SAID POINT OF INTERSECTION SOUTH 64°53'00" WEST, 585.86 FEET ALONG SAID CENTERLINE, SAID CENTERLINE ALSO BEING PART OF SAID PREVIOUSLY ANNEXED LANDS:

THENCE LEAVING SAID POINT NORTH 00°31'32" WEST, 55.74 FEET TO THE SOUTHWEST CORNER OF PARCEL 2 AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 91 OF RECORD OF SURVEYS, PAGE 10, RECORDS OF SAID COUNTY;

THENCE LEAVING SAID CORNER NORTH 00°31'32" WEST, 379.07 FEET;

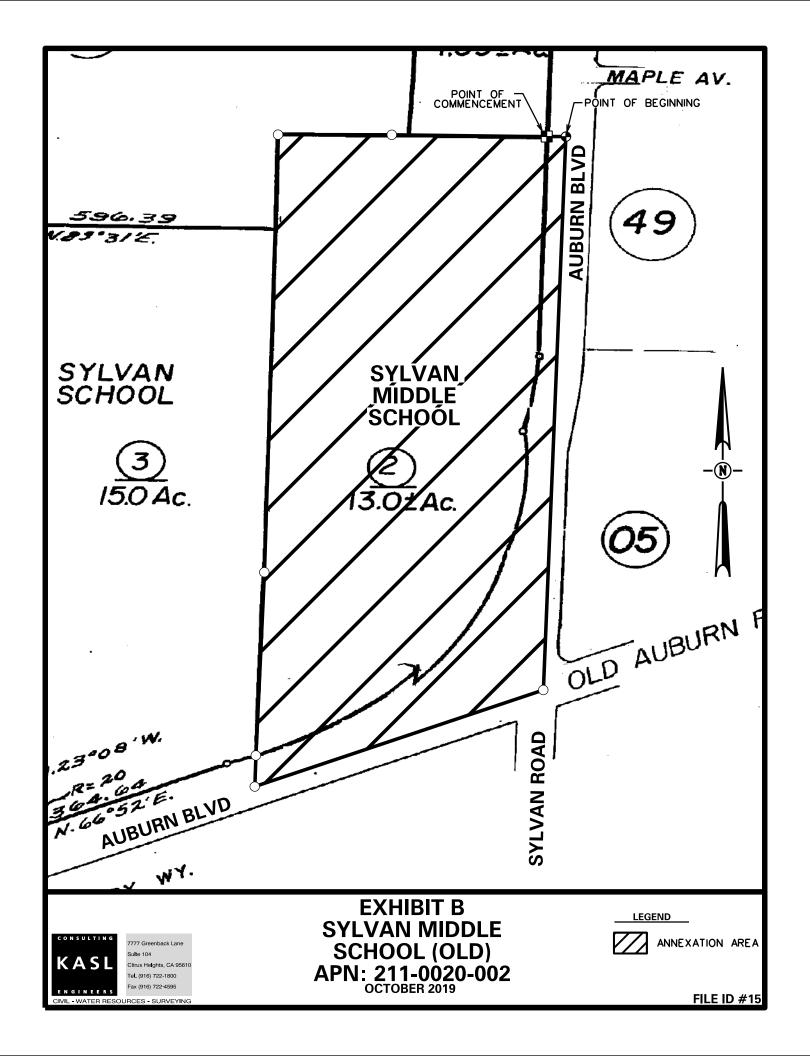
THENCE NORTH 00°28'32" WEST, 960.15 FEET, TO THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN ON SAID RECORD OF SURVEY:

THENCE LEAVING SAID CORNER NORTH 89°22'10" EAST, 237.31 FEET;

THENCE NORTH 88°49'27" EAST, 263.83 FEET TO SAID NORTHEAST CORNER OF PARCEL 4 ON SAID RECORD OF SURVEY;

THENCE NORTH 89°29'10" EAST, 31.00 FEET TO THE SAID POINT OF BEGINNING.

ANNEXATION AREA CONTAINING 678,586.47 SQUARE FEET (15.578 ACRES) MORE OR LESS.



### **GROUP A**

File ID: **18** Acres: **5.964** 

AFFECTED ADDRESSES			
7180 Sunrise Blvd			

Citrus Heights Water District

District-wide Annexation Project

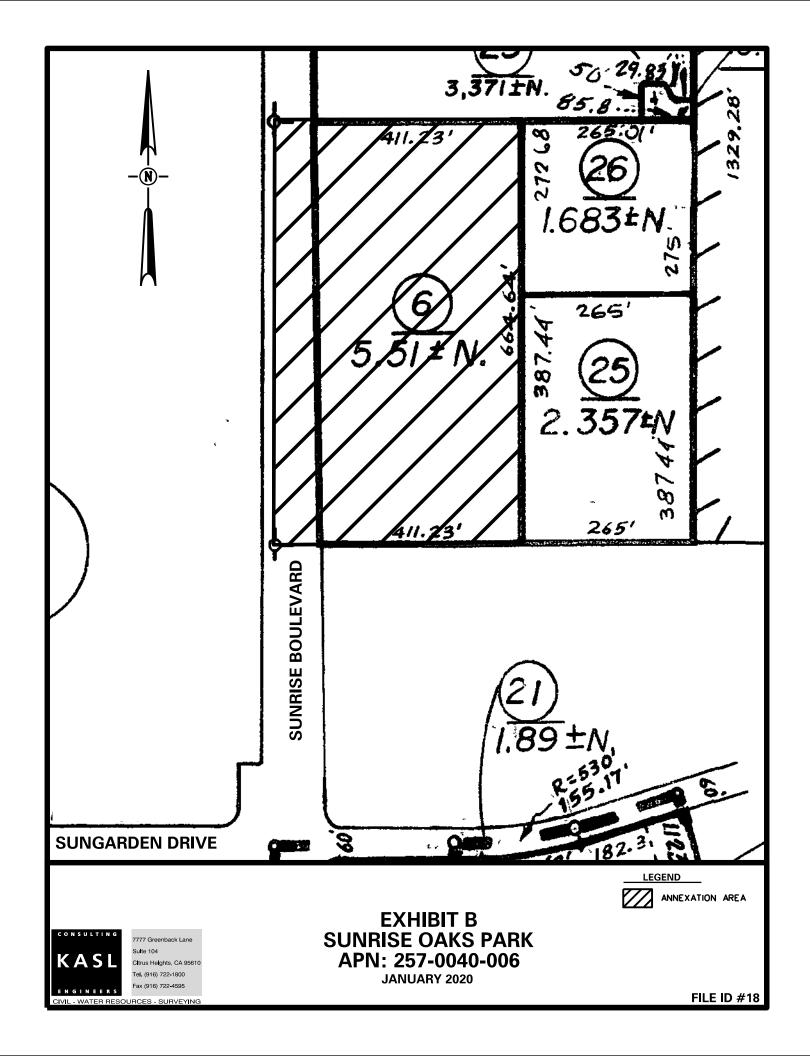
### EXHIBIT A SUNRISE OAKS PARK

CITY OF CITRUS HEIGHTS APN: 257-0040-006 03 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LANDS AS DESCRIBED IN THAT DEED RECORDED IN BOOK 761108 OF OFFICIAL RECORD, PAGE 287, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 259,778.45 SQUARE FEET (5.964 ACRES), MORE OR LESS.



### **GROUP A**

File ID: **28** Acres: **5.000** 

AFFECTED ADDRESSES			
8732* Nipawin Way			

Citrus Heights Water District

District-wide Annexation Project

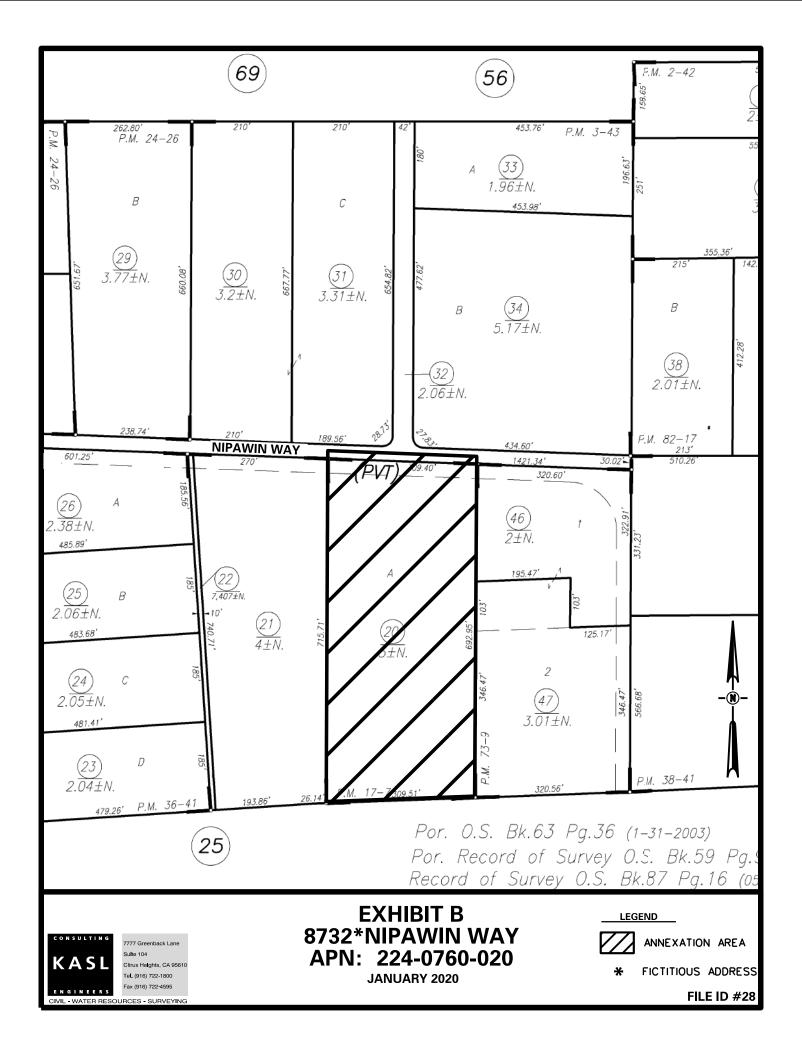
## EXHIBIT A 8732\*NIPAWIN WAY COUNTY OF SACRAMENTO APN: 224-0760-020 6 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL A AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 17 OF PARCEL MAPS, AT PAGE 7, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 217,808.03 SQUARE FEET (5.000 ACRES), MORE OR LESS.

<sup>\* =</sup>FICTITIOUS ADDRESS



### **GROUP A**

File ID: **29** Acres: **5.744** 

AFFECTED ADDRESSES			
7738* Leever Ln			

Citrus Heights Water District

District-wide Annexation Project

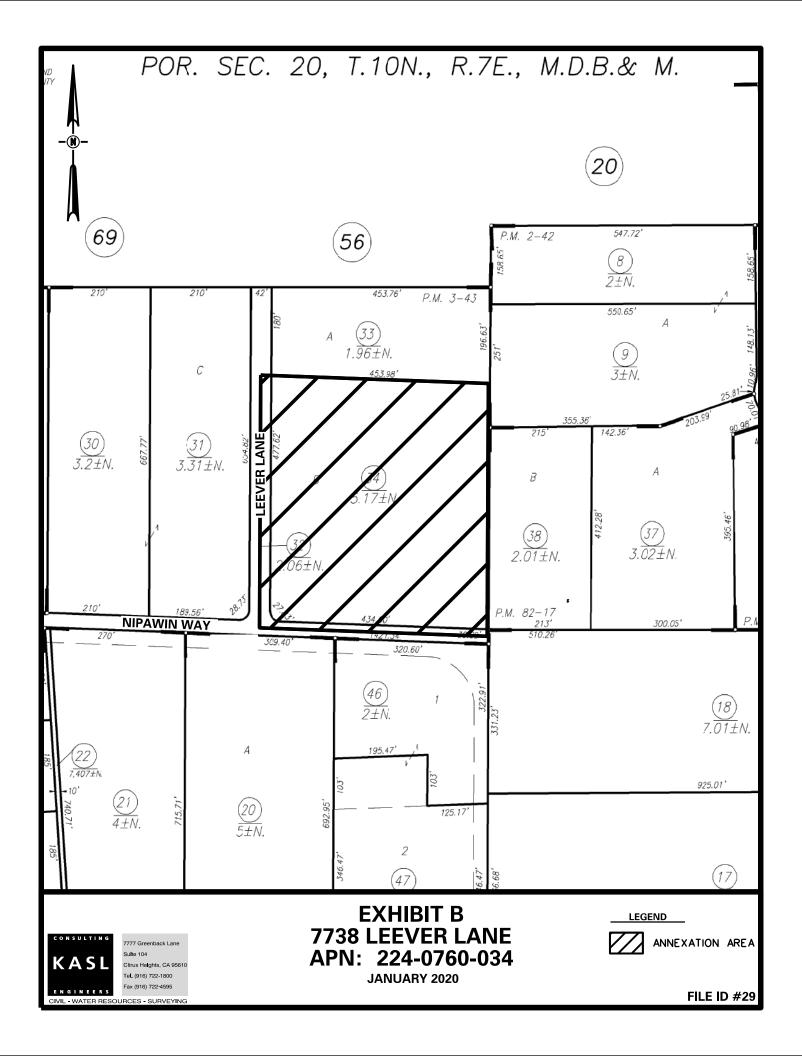
## EXHIBIT A 7738 LEEVER LANE COUNTY OF SACRAMENTO APN: 224-0760-034 13 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL B AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 3 OF PARCEL MAPS, AT PAGE 43, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

TOGETHER WITH THE EASTERLY ONE-HALF OF LEEVER LANE, A PRIVATE ROAD, AND NORTHERLY ONE-HALF OF NIPAWIN WAY, A PRIVATE ROAD, CONTIGUOUS TO SAID PARCEL B.

ANNEXATION AREA CONTAINING 250,201.72 SQUARE FEET (5.744 ACRES), MORE OR LESS.



### **GROUP A**

File ID: **30** Acres: **2.066** 

AFFECTED ADDRESSES			
8891 Oak Ave			

Citrus Heights Water District

District-wide Annexation Project

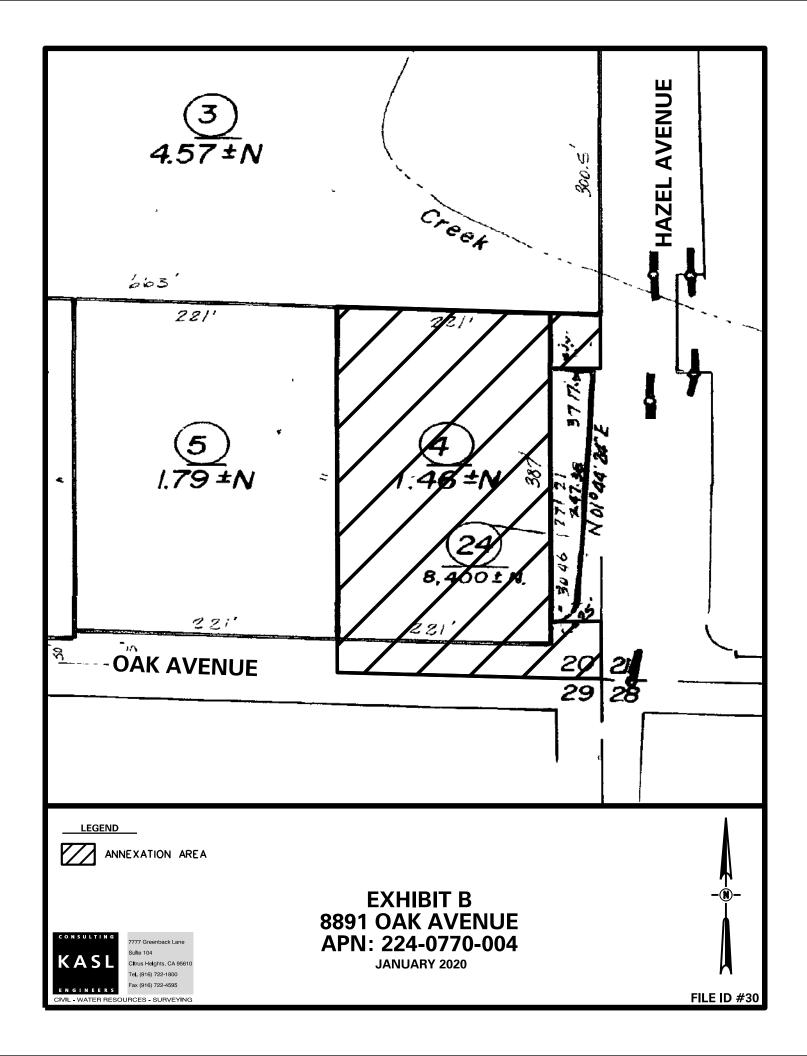
# EXHIBIT A 8891 OAK AVENUE COUNTY OF SACRAMENTO APN: 224-0770-004 22 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF EXHIBIT "A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20101119 OF OFFICIAL RECORDS, PAGE 1544, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

TOGETHER WITH THAT WESTERLY PORTION OF HAZEL AVENUE, A COUNTY ROAD, CONTIGUOUS TO THE EAST LINE OF SAID DEED TO THE WESTERLY LINE OF LOT 85 AS SHOWN ON THAT RECORD OF SURVEY ENTITLED "LOTS 84 & 86 CARDWELL COLONY" RECORDED IN BOOK 25 OF RECORD OF SURVEYS, PAGE 09, RECORDS OF SAID COUNTY.

ANNEXATION AREA CONTAINING 89,989.82 SQUARE FEET (2.066 ACRES) MORE OR LESS.



### **GROUP A**

File ID: **31** Acres: **0.241** 

AFFECTED ADDRESSES			
8893* Oak Ave			

Citrus Heights Water District

District-wide Annexation Project

### EXHIBIT A 8893\*OAK AVENUE COUNTY OF SACRAMENTO APN: 224-0770-024 22 JANUARY 2020

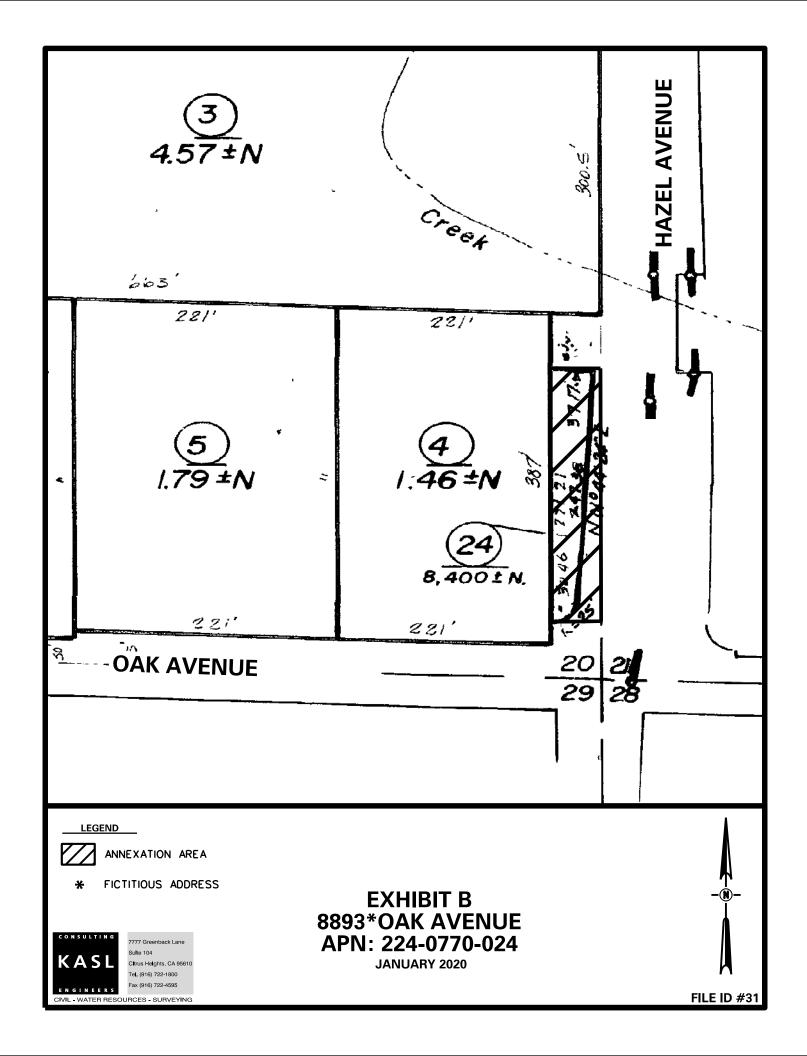
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF EXHIBIT "A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20001226 OF OFFICIAL RECORDS, PAGE 0211, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

TOGETHER WITH THAT WESTERLY PORTION OF HAZEL AVENUE, A COUNTY ROAD, CONTIGUOUS TO THE EAST LINE OF SAID DEED TO THE WESTERLY LINE OF LOT 85 AS SHOWN ON THAT RECORD OF SURVEY ENTITLED "LOTS 84 & 86 CARDWELL COLONY" RECORDED IN BOOK 25 OF RECORD OF SURVEYS, PAGE 09, RECORDS OF SAID COUNTY.

ANNEXATION AREA CONTAINING 10,534.40 SQUARE FEET (0.241 ACRES) MORE OR LESS.

<sup>\*=</sup>FICTITIOUS ADDRESS



### **GROUP A**

File ID: **33** Acres: **6.405** 

AFFECTED ADDRESSES			
8302* Streng Ave			

Citrus Heights Water District

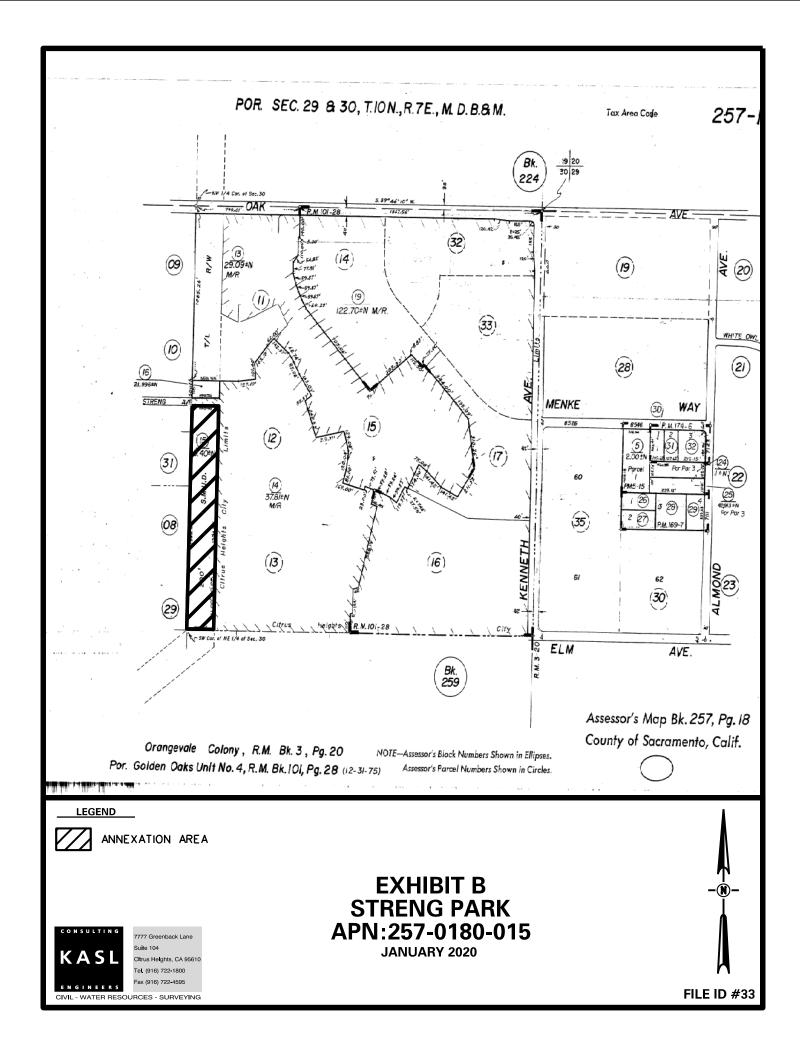
District-wide Annexation Project

# EXHIBIT A STRENG PARK CITY OF CITRUS HEIGHTS APN: 257-0180-015 13 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND AS DESCRIBED IN THAT DEED RECORDED IN BOOK 89112 OF OFFICIAL RECORD, PAGE 0867, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 279,023.69 SQUARE FEET (6.405 ACRES), MORE OR LESS.



### **GROUP A**

File ID: **34** Acres: **0.410** 

AFFECTED ADDRESSES			
7418* Hickory Ave			

Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A 7418\*HICKORY AVENUE COUNTY OF SACRAMENTO APN: 224-0253-020 21 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 55 AS SHOWN ON THAT MAP ENTITLED "FLORENCE OAKS" RECORDED IN BOOK 62 OF MAPS, PAGE 6, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING NORTH 89°43'40" EAST, 97.71 FEET;

THENCE SOUTH 01°20'30" EAST, 190.01 FEET TO THE CENTERLINE OF OAK AVENUE, A COUNTY ROAD;

THENCE ALONG THE SAID CENTERLINE SOUTH 89°43'40" WEST, 76.36 FEET TO THE SOUTHEASTERLY CORNER OF LANDS PREVIOUSLY ANNEXED TO THE CITRUS HEIGHTS WATER DISTRICT ON SEPTEMBER 01, 1987;

THENCE LEAVING SAID CENTERLINE ALONG THE CENTERLINE OF HICKORY AVENUE, A COUNTY ROAD, NORTH 00°16'20" WEST, 28.50 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 33°12'16" HAVING AN ARC LENGTH OF 115.91 FEET, ALSO HAVING A CHORD BEARING OF NORTH 16°52'27" WEST HAVING A LENGTH OF 114.29 FEET;

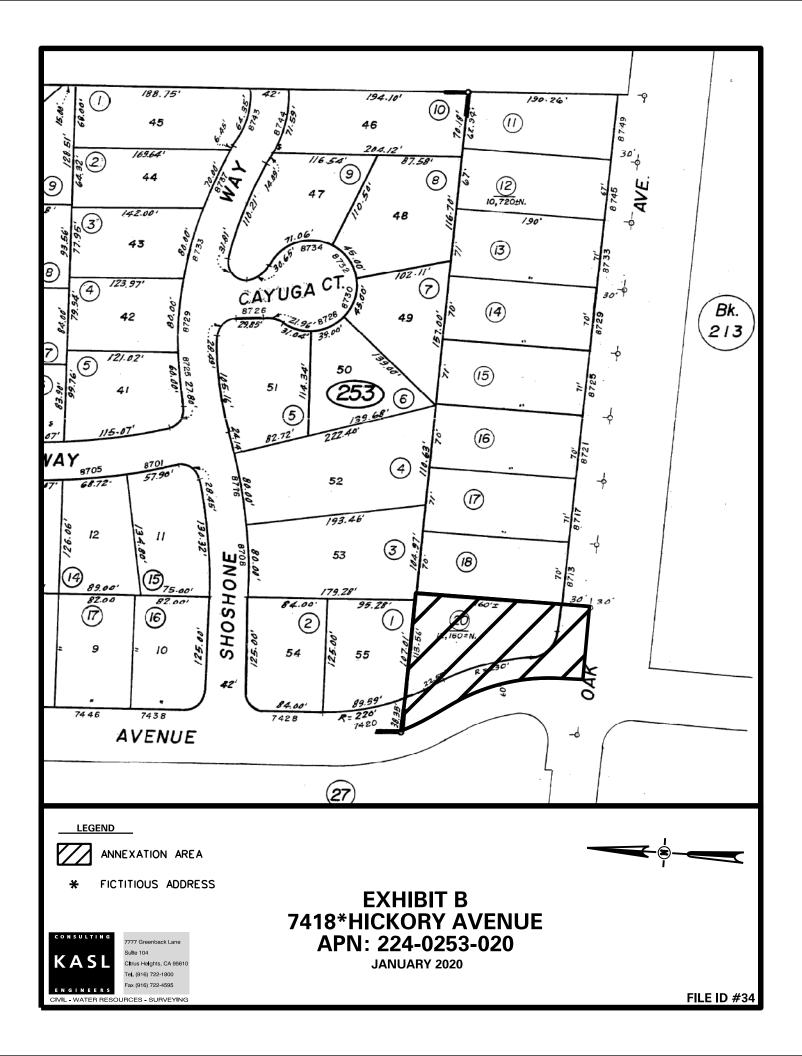
THENCE NORTH 33°28'34" WEST, 22.57 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 08°39'41" HAVING AN ARC LENGTH OF 37.79 FEET, ALSO HAVING A CHORD BEARING OF NORTH 29°08'52" WEST HAVING A LENGTH OF 37.76 FEET TO A POINT ALONG SAID CENTERLINE;

THENCE LEAVING SAID CENTERLINE NORTH 89°43'40" EAST, 38.35 FEET TO THE POINT OF BEGINNING.

ANNEXATION AREA CONTAINING 17860.89 SQUARE FEET (0.410 ACRES), MORE OR LESS.

<sup>\*=</sup>FICTITIOUS ADDRESS



### **GROUP A**

File ID: **36** Acres: **0.504** 

AFFECTED ADDRESSES			
8271* Streng Ave			

Citrus Heights Water District

District-wide Annexation Project

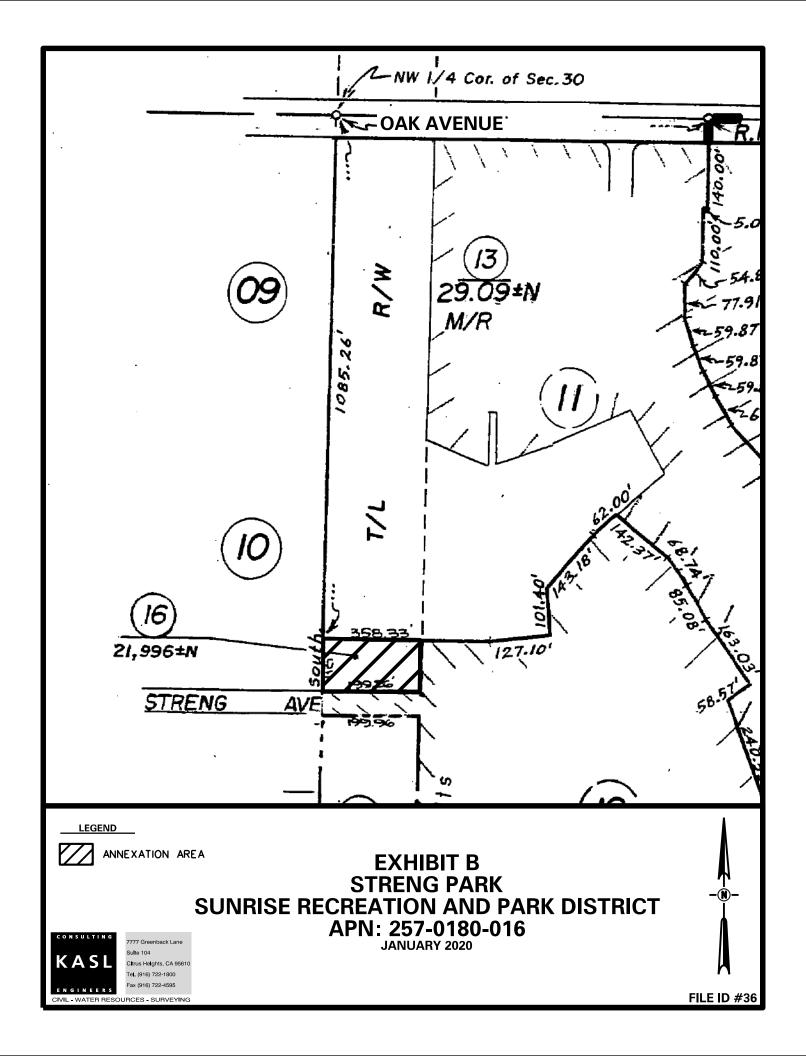
### EXHIBIT A STRENG PARK SUNRISE RECREATION AND PARK DISTRICT

CITY OF CITRUS HEIGHTS APN: 257-0180-016 21 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF "PARCEL A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 750522 OF OFFICIAL RECORD, PAGE 901, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 21,995.26 SQUARE FEET (0.504 ACRES), MORE OR LESS.



### **GROUP A**

File ID: **38** Acres: **1.329** 

AFFECTED ADDRESSES			
8147 Fair Oaks Blvd			

Citrus Heights Water District

District-wide Annexation Project

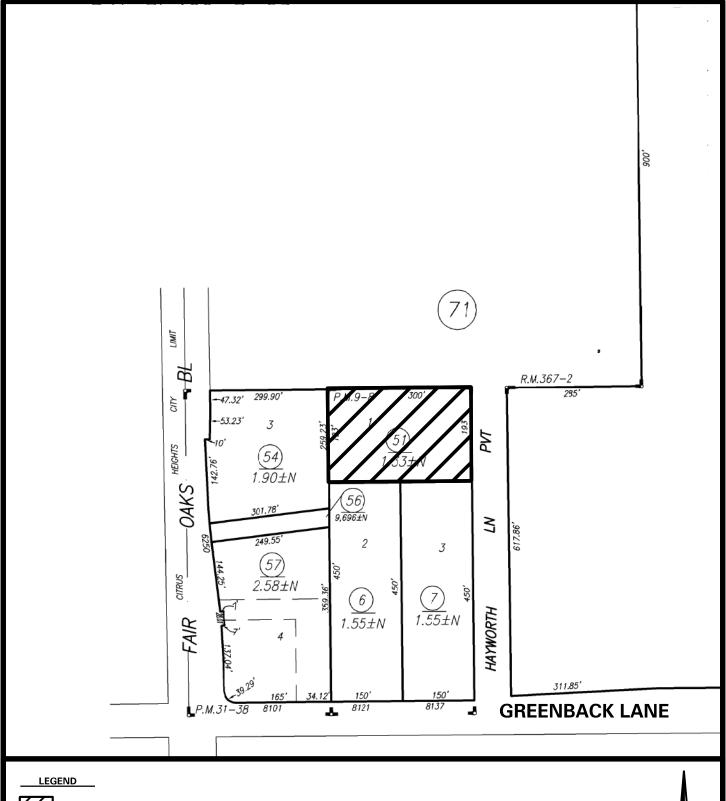
# EXHIBIT A 8147\*GREENBARK LANE COUNTY OF SACRAMENTO APN: 261-0010-051 21 JANUARY 2020

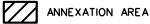
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF "PARCEL 1" AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 09 OF PARCEL MAPS, PAGE 08, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 57,900.00 SQUARE FEET (1.329 ACRES), MORE OR LESS.

\*=FICTITIOUS ADDRESS





FICTITIOUS ADDRESS



**EXHIBIT B** 8147\*GREENBACK LANE APN: 261-0010-051

**JANUARY 2020** 



**FILE ID #38** 

### **GROUP A**

File ID: **39** Acres: **1.515** 

AFFECTED ADDRESSES			
6031 Sunrise Vista Dr			

Citrus Heights Water District

District-wide Annexation Project

### EXHIBIT A 6031 SUNRISE VISTA DRIVE CITY OF CITRUS HEIGHTS APN: 243-0350-008

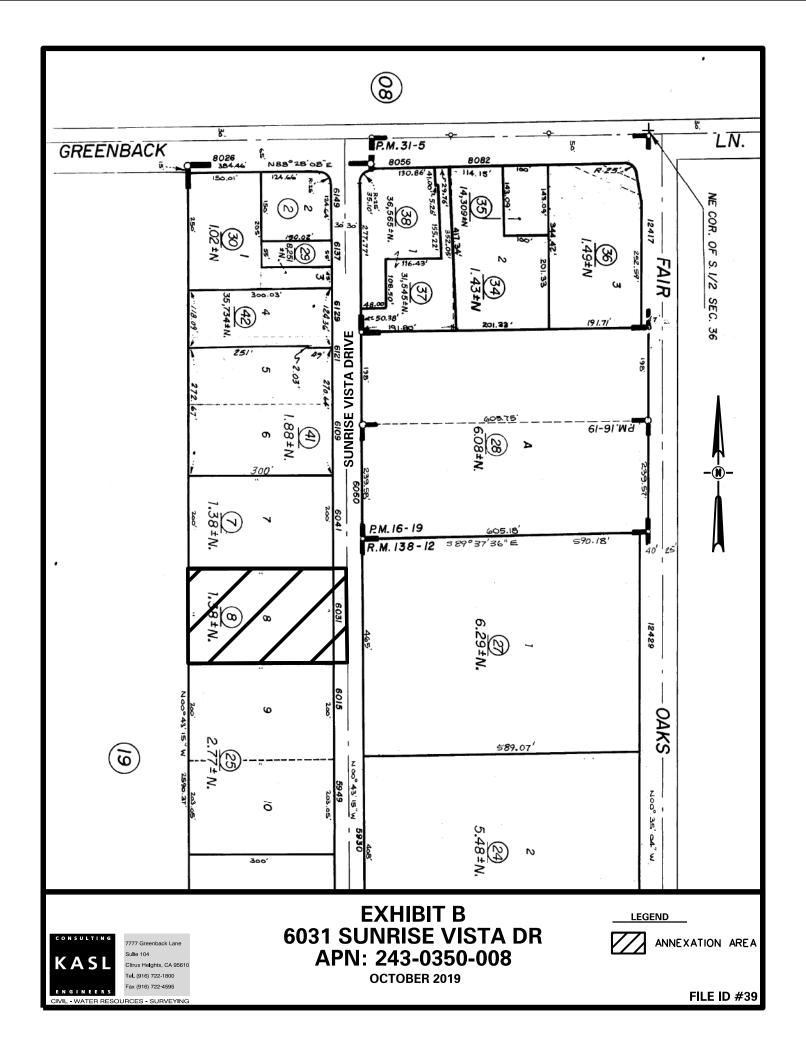
23 OCTOBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 8 AS SHOWN ON THAT PLAT ENTITLED "SUNRISE EAST" RECORDED IN BOOK 89 OF MAPS, PAGE 16, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

TOGETHER WITH THE WESTERLY ONE-HALF OF SUNRISE VISTA DRIVE, A COUNTY ROAD, CONTIGUOUS TO SAID LOT 8.

ANNEXATION AREA CONTAINING 66,000.00 SQUARE FEET (1.515 ACRES) MORE OR LESS.



### **GROUP A**

File ID: **42** Acres: **4.472** 

AFFECTED ADDRESSES			
8498* Greenback Ln			

Citrus Heights Water District

District-wide Annexation Project

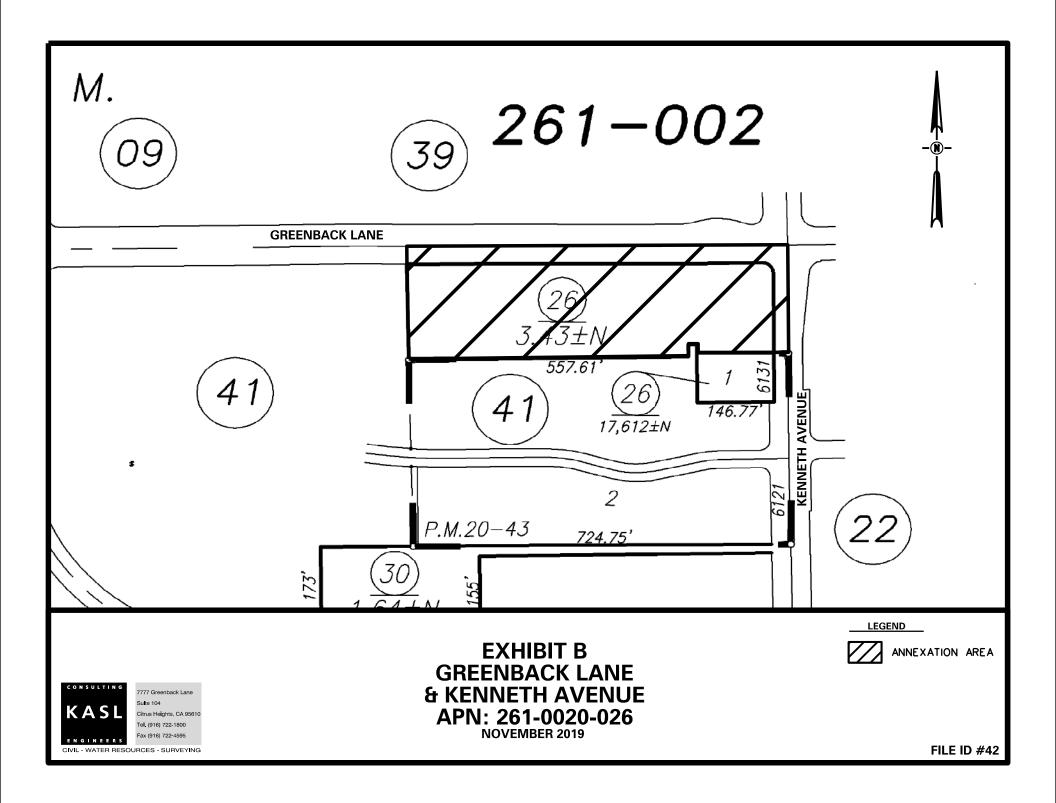
# EXHIBIT A GREENBACK LANE & KENNETH AVENUE COUNTY OF SACRAMENTO APN 261-0020-026 05 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF REAL PROPERTY AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20030512 OF OFFICIAL RECORD, AT PAGE 0074, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

TOGETHER WITH THE WESTERLY ONE-HALF OF KENNETH AVENUE, A COUNTY ROAD, CONTIGUOUS TO THE EASTERLY BOUNDARY OF SAID DEED, ALSO TOGETHER WITH THE SOUTHERLY ONE-HALF OF GREENBACK LANE, A COUNTY ROAD, CONTIGUOUS TO THE NORTHERLY LINE OF SAID DEED.

ANNEXATION AREA CONTAINING 194,809.53 SQUARE FEET (4.472 ACRES) MORE OR LESS.



### **GROUP B**

File ID: **43** Acres: **25.149** 

AFFECTED ADDRESSES			
8201 Greenback Ln	8201 Greenback Ln		

### Citrus Heights Water District

District-wide Annexation Project

### EXHIBIT A MOUNT VERNON MEMORIAL PARK

COUNTY OF SACRAMENTO APN: 261-0010-052 & A PORTION OF APN: 261-0010-041 08 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL 2 AS SHOWN ON THAT PARCEL MAP ENTITLED "PORTION OF MOUNT VERNON MEMORIAL PARK – 87 BM 24" RECORDED IN BOOK 43 OF PARCEL MAPS, AT PAGE 26, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM LANDS PREVIOUSLY ANNEXED TO THE DISTRICT ON NOVEMBER 2<sup>ND</sup>, 1965 BY MOUNT VERNON MEMORIAL PARK, SAID TERRITORY IS DESCRIBED AS FOLLOWS:

#### PARCEL NO. 1

ALL THAT CERTAIN REAL PROPERTY SITUATE AND BEING IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTION 31, AS SHOWN ON THE "RECORD OF SURVEY PORTION OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 7 EAST, M.D.B. & M., RECORDED DECEMBER 23, 1963, IN BOOK 21 OF SURVEYS, PAGE 16, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SURVEY, LOCATED NORTH 00°47′30″ WEST, 44.04 FEET FROM THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH LINE OF THE RIGHT OF WAY DESCRIBED IN THE DEED TO THE COUNTY OF SACRAMENTO, RECORDED MAY 29<sup>TH</sup>, 1964, IN BOOK 4974 OF OFFICIAL RECORDS AT PAGE 732; THENCE FROM SAID POINT ALONG THE WEST LINE OF SAID SURVEY NORTH 00°47′30″ WEST, 638.96 FEET; THENCE PARALLEL TO THE SOUTH LINE OF SAID SURVEY NORTH 89°17′20″ EAST, 956.66 FEET; THENCE PARALLEL TO THE SAID WEST LINE SOUTH 00°47′30″ EAST, 623.00 FEET TO A POINT ON THE NORTH LINE OF SAID RIGHT OF WAY; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES. (1) PARALLEL TO THE SOUTH LINE OF SAID SURVEY SOUTH 89°17′20″ WEST 645.37 FEET, AND (2) SOUTH 86°21′13″ WEST, 311.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.739 ACRES MORE OR LESS.

#### ANNEXATION DESCRIPTION CONT.

ALSO EXCEPTING THEREFROM LANDS PREVIOUSLY ANNEXED TO THE DISTRICT ON DECEMBER 13, 2005 BY WITTENHAM PLACE PROPERTY, SAID TERRITORY IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THOSE PORTIONS OF THE NORTHWEST ONE-QUARTER OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 7 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

#### PARCEL 1

PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "A PORTION OF PARCEL NO. 2 OF THAT PARCEL MAP FILED BOOK 43 OF PARCEL MAPS, PAGE 26." FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON NOVEMBER 29, 2004 IN BOOK 180 OF PARCEL MAPS, AT PAGE 6.

TOGETHER WITH ALL THAT PORTION OF GREENBACK LANE, A COUNTY ROAD, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SAID SECTION 31 AND BEING CONTIGUOUS TO THE SOUTHERLY BOUNDARY OF SAID PARCEL B.

CONTAINING 5.237 GROSS ACRES MORE OR LESS.

APN: 261-0010-053-0000 (FORMERLY A PORTION OF 261-0010-042-0000)

#### PARCEL 2

ALL THAT PORTION OF GREENBACK LANE, A COUNTY ROAD, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SAID SECTION 31 AND BEING CONTIGUOUS TO THE SOUTHERLY BOUNDARY OF PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "A PORTION OF PARCEL NO. 2 OF THAT PARCEL MAP FILED BOOK 43 OF PARCEL MAPS, PAGE 26." FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON NOVEMBER 29, 2004 IN BOOK 180 OF PARCEL MAPS, AT PAGE 6.

CONTAINING 1.635 GROSS ACRES MORE OR LESS.

ANNEXATION AREA CONTAINING 1,095,475.93 SQUARE FEET (25.149 ACRES), MORE OR LESS.

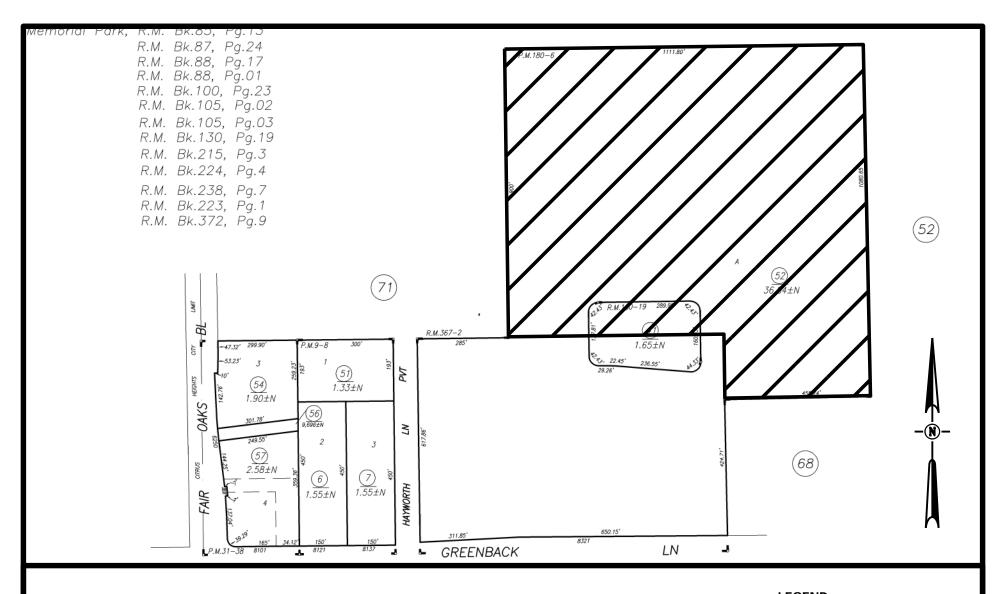


EXHIBIT B
MOUNT VERNON
MEMORIAL PARK
APN: 261-0010-052 &

A PORTION OF APN: 261-0010-041

**JUNE 2020** 



ANNEXATION AREA



**FILE ID #43** 

## **GROUP C**

File ID: **1** Acres: **43.415** 

AFFECTED ADDRESSES			
7801 Auburn Blvd	7331 Antelope Rd		

Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A RUSCH PARK CITY OF CITRUS HEIGHTS APN: 204-0112-011

08 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST, M.D.B.&M, AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 35 OF PARCEL MAPS, PAGE 43, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 23 NORTH 89°25'00" EAST, 178.70 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE SAID POINT OF BEGINNING ALONG SAID SECTION LINE, NORTH 89°25'00" EAST, 2,458.83 FEET TO THE CENTER OF SECTION 23 PER SAID PARCEL MAP:

THENCE LEAVING THE CENTER OF SECTION 23, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 23, NORTH 00°35'20" WEST, 701.29 FEET TO A POINT ON SAID SECTION LINE:

THENCE LEAVING SAID POINT, SOUTH 89°24'40" WEST, 32.46 FEET TO THE NORTHEAST CORNER OF RUSCH COUNTY PARK AS SHOWN ON THAT RECORD PLAT "GRAND OAKS UNIT NO. 1", RECORDED IN BOOK 44 OF MAPS, PAGE 27, RECORDS OF SAID COUNTY;

THENCE ALONG THE SOUTH LINE OF SAID PLAT, SOUTH 89°41'10" WEST, 1312.00 FEET TO THE SOUTHWEST CORNER OF SAID PLAT, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 32 AS SHOWN ON SAID PLAT;

THENCE LEAVING SAID CORNER, SOUTH 89°41'10" WEST, 580.20 FEET TO THE SOUTHWEST CORNER OF LOT 245 AS SHOWN ON THAT RECORD PLAT "GRAND OAKS UNIT NO.2", RECORDED IN BOOK 47 OF MAPS, PAGE 28, RECORDS OF SAID COUNTY:

THENCE LEAVING SAID CORNER, NORTH 00°29'00" WEST, 288.76 FEET TO THE NORTHWEST CORNER OF LOT 246 ON SAID PLAT;

THENCE LEAVING SAID CORNER, SOUTH 89°31'00" WEST, 532.88 FEET TO A POINT ON THE SOUTH LINE OF LOT 258 OF SAID PLAT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LANDS PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT ON AUGUST 02, 1927 BY JULIA M. RUSCH AND FRED H. RUSCH;

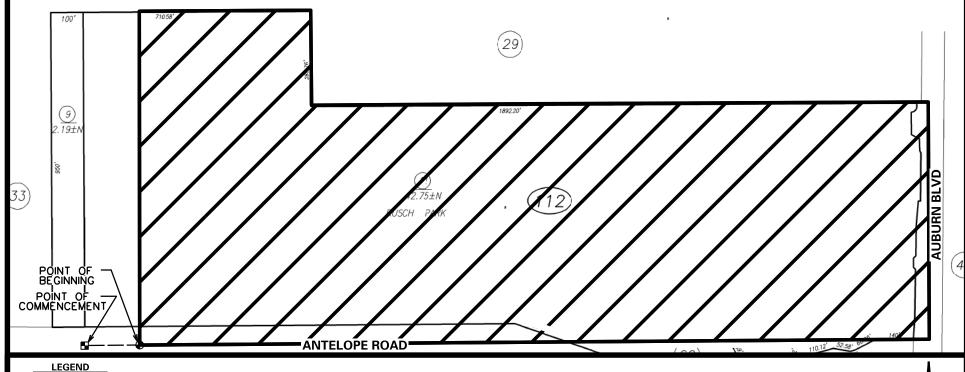
#### ANNEXATION DESCRIPTION CONT.

THENCE LEAVING SAID CORNER, PARALLEL WITH THE EAST BOUNDARY LINE ON SAID PLAT, SOUTH 00°29'00" EAST, 999.87 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ANNEXATION AREA CONTAINING 1,891,170.68 SQUARE FEET (43.415 ACRES), MORE OR LESS.

204-11

POR. SEC. 23, T.10E., R.6E., M.D.B. & M.



LEGEND



EXHIBIT B RUSCH PARK APN: 211-0112-011

**JUNE 2020** 





## **GROUP C**

File ID: **11** Acres: **0.077** 

AFFECTED ADDRESSES			
n/a Canelo Hills Dr			

Citrus Heights Water District

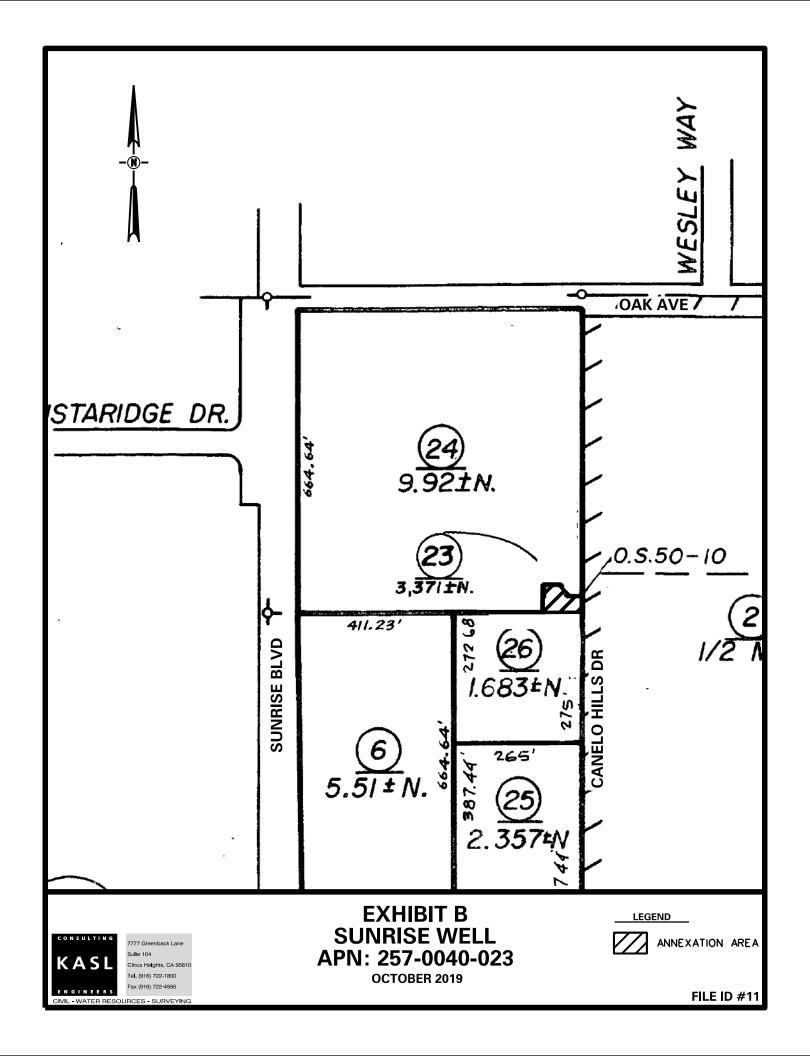
District-wide Annexation Project

# EXHIBIT A SUNRISE WELL CITY OF CITRUS HEIGHTS APN: 257-0040-023 31 OCTOBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF A PARCEL ENTITLED "0.077 AC. (GROSS) 0.069 AC. (NET)" AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 50 OF RECORD OF SURVEYS, PAGE 10, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 3,373.93 SQUARE FEET (0.077 ACRES), MORE OR LESS.



### **GROUP C**

File ID: **14** Acres: **19.380** 

AFFECTED ADDRESSES			
7401 Auburn Blvd	7401 Auburn Blvd	7401 Auburn Blvd	

Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A SYLVAN CEMETERY CITY OF CITRUS HEIGHTS

APN: 211-0020-001 APN: 211-0020-023 APN: 204-0220-003 05 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### APN: 211-0020-023

ALL THAT PORTION OF "EXHIBIT A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 740723 AT PAGE 0240 OF OFFICIAL RECORDS, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL THAT PORTION OF LOTS 1,2,3,4 AND 5 AS SHOWN ON THAT PLAT ENTITLED "MESA MEADOWS" RECORDED IN BOOK 184 OF MAPS, AT PAGE 15, RECORDS OF SAID COUNTY.

#### APN: 211-0020-001 & 204-0220-003

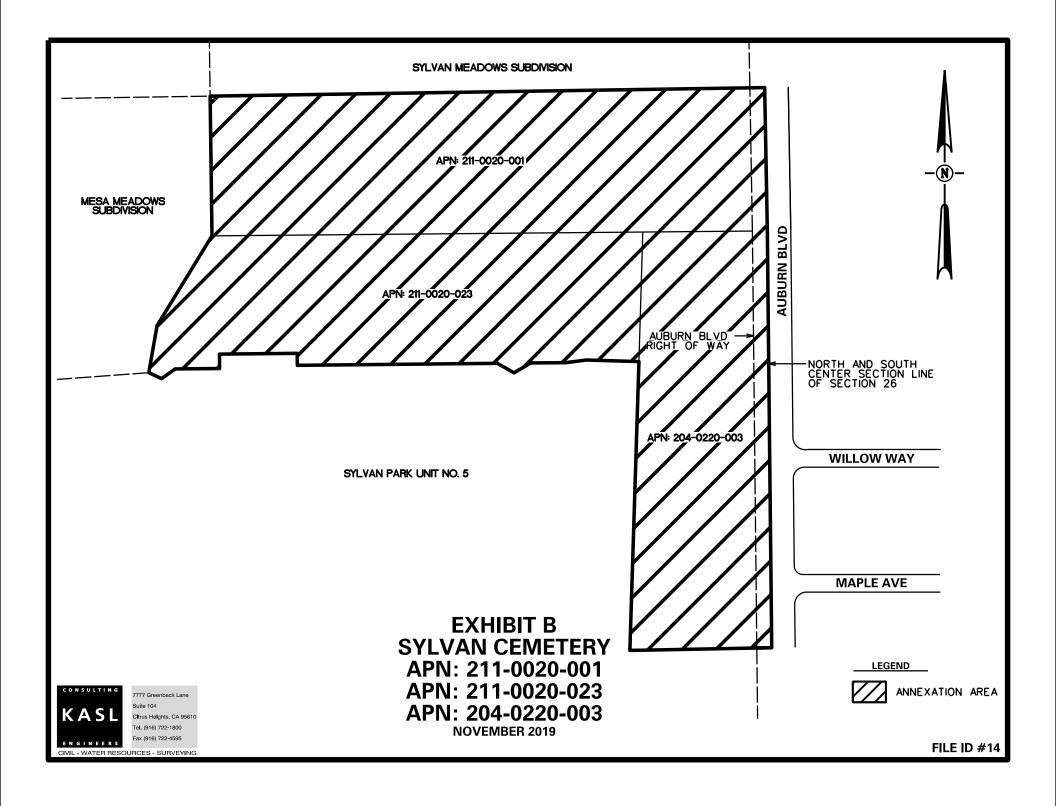
ALL THAT PORTION OF "SYLVAN CEMETERY DISTRICT" AS SHOWN ON THAT RECORD OF SURVEY ENTITLED "SYLVAN CEMETERY" RECORDED IN BOOK 18 OF RECORD OF SURVEYS, PAGE 25, RECORDS OF SAID COUNTY.

TOGETHER WITH A PORTION OF THE WESTERLY ONE-HALF OF AUBURN BOULEVARD, A COUNTY ROAD, ALONG THE NORTH AND SOUTH CENTER SECTION LINE OF SECTION 26 CONTIGUOUS TO THE EASTERLY BOUNDARY LINE AS SHOWN ON SAID RECORD OF SURVEY.

EXCEPTING THEREFROM LANDS PREVIOUSLY ANNEXED TO THE CITRUS HEIGHTS WATER DISTRICT ON SEPTEMBER 3<sup>RD</sup>, 1991, DESCRIBED AS FOLLOWS:

LOTS 6,7,8,9, AND 10 OF "MESA MEADOWS" AS SHOWN ON THAT CERTAIN PLAT FILED IN THE OFFICE OF RECORDER OF SACRAMENTO COUNTY IN BOOK 184 OF MAPS, AT PAGE 15, TOGETHER WITH ALL THAT PORTION OF CARRIAGE DRIVE, A COUNTY ROAD, BEING IN THE EAST ONE-HALF OF THE WEST ONE-HALF OF SECTION 23, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT.

ANNEXATION AREA CONTAINING 844,270.71 SQUARE FEET (19.38 ACRES), MORE OR LESS.



## **GROUP C**

File ID: **16** Acres: **15.501** 

AFFECTED ADDRESSES			
7085 Auburn Blvd			

## Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A SYLVAN MIDDLE SCHOOL (NEW)

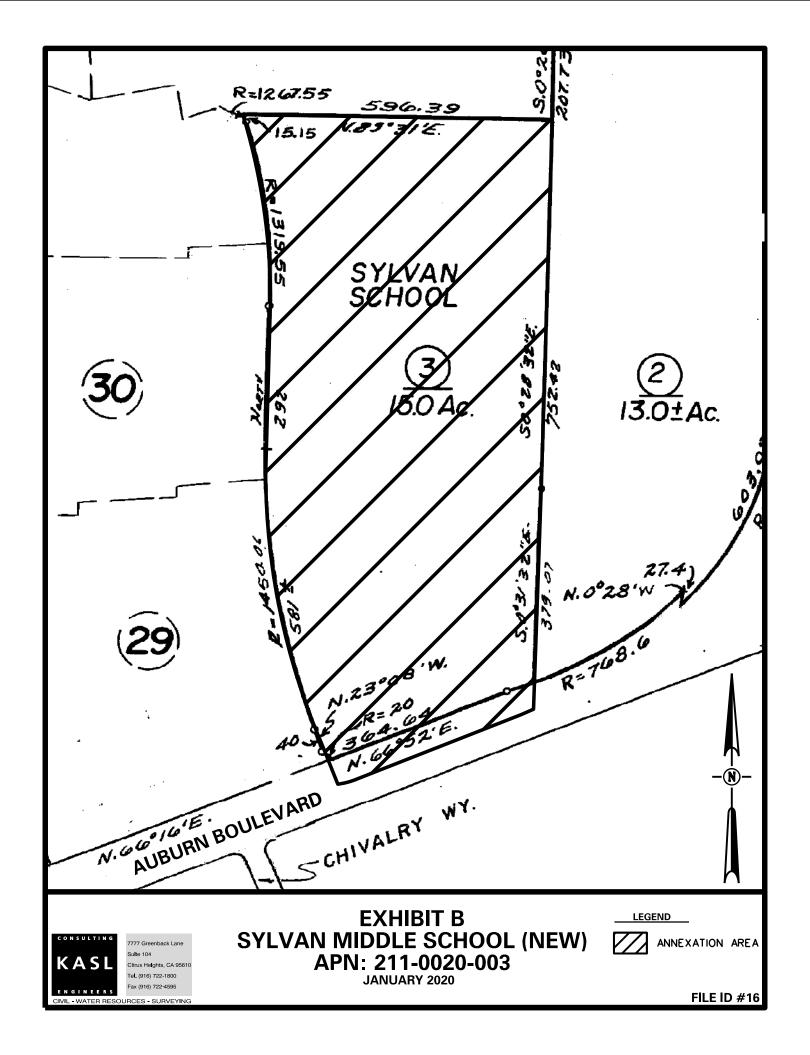
CITY OF CITRUS HEIGHTS APN: 211-0020-003 03 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF EXHIBIT "A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 3345 OF OFFICIAL RECORD, PAGE 138, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

TOGETHER WITH THE NORTHERLY ONE-HALF OF AUBURN BOULEVARD, A COUNTY ROAD, CONTIGUOUS TO SAID EXHIBIT "A".

ANNEXATION AREA CONTAINING 675,201.19 SQUARE FEET (15.501 ACRES), MORE OR LESS.



## **GROUP C**

File ID: **17** Acres: **9.922** 

AFFECTED ADDRESSES			
7322 Sunrise Blvd			

Citrus Heights Water District

District-wide Annexation Project

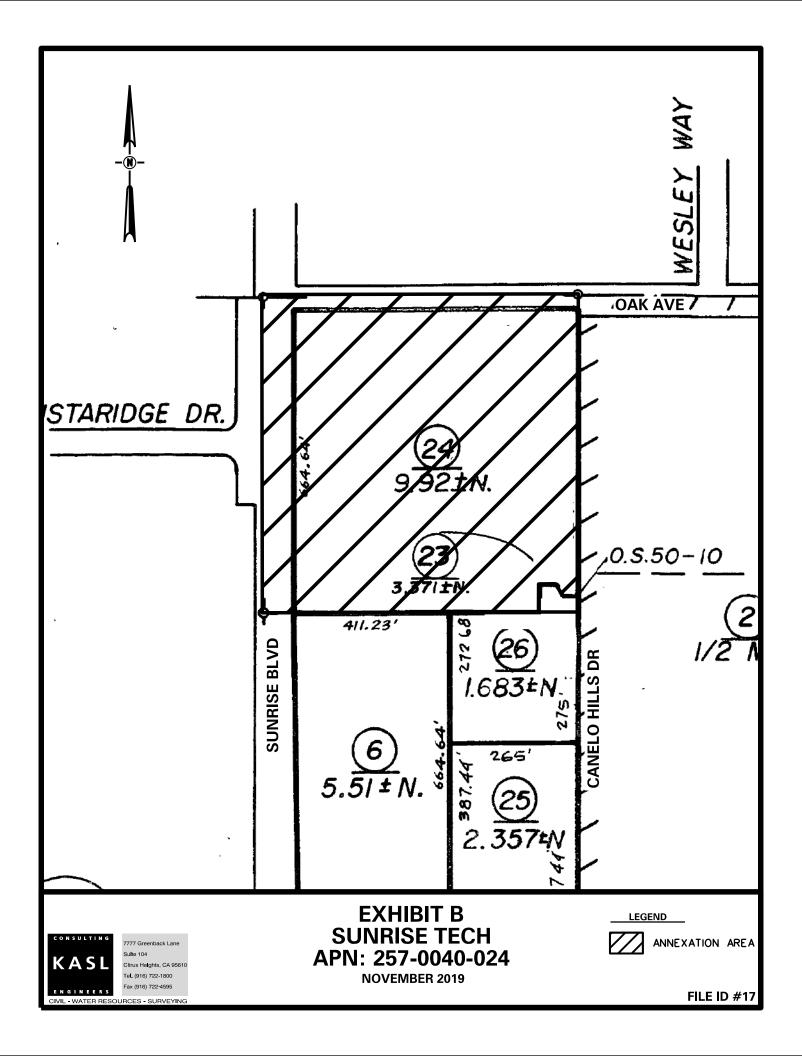
# EXHIBIT A SUNRISE TECH CENTER CITY OF CITRUS HEIGHTS APN: 257-0040-024 05 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF REAL PROPERTY AS DESCRIBED IN THAT DEED RECORDED IN BOOK 911223 AT PAGE 0053 OF OFFICIAL RECORDS, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL THAT PORTION OF A PARCEL ENTITLED "0.077 AC. (GROSS) 0.069 AC. (NET)" AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 50 OF RECORD OF SURVEYS, PAGE 10, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 432,231.73 SQUARE FEET (9.922 ACRES), MORE OR LESS.



### **GROUP C**

File ID: **19** Acres: **0.748** 

AFFECTED ADDRESSES			
6921 Sylvan Rd			

## Citrus Heights Water District

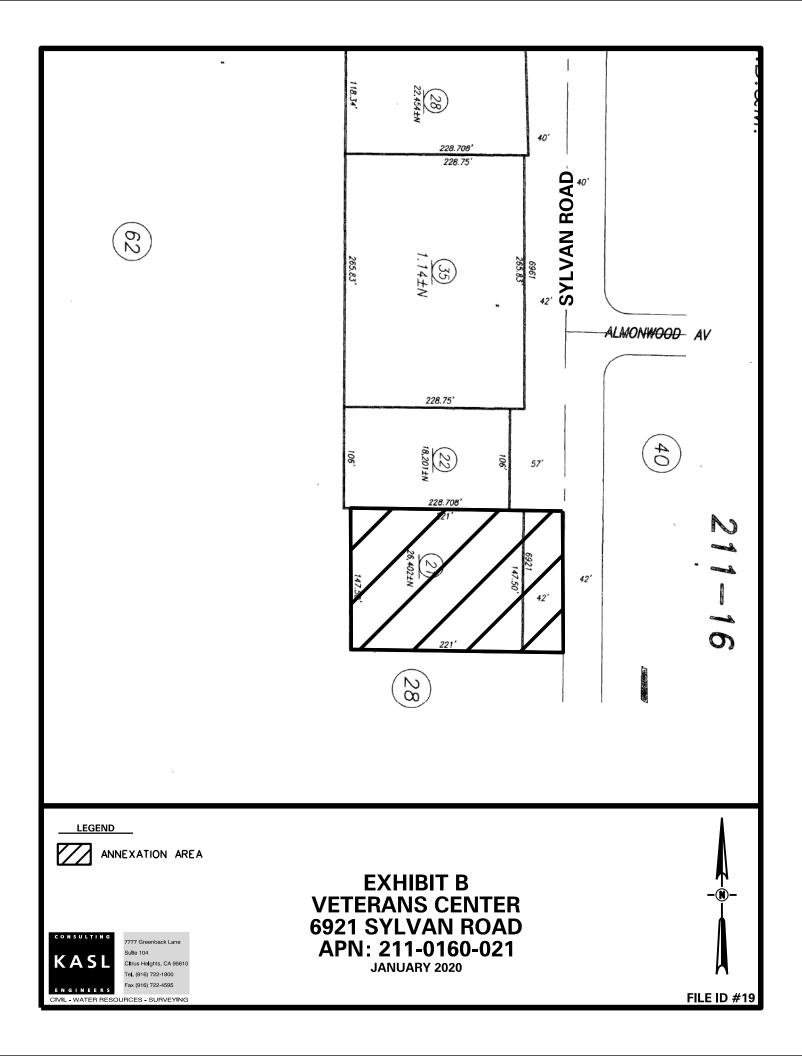
District-wide Annexation Project

EXHIBIT A
VETERANS CENTER
6921 SYLVAN ROAD
CITY OF CITRUS HEIGHTS
APN: 211-0160-021
13 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF EXHIBIT "A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20130501 OF OFFICIAL RECORD, PAGE 1452, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 32,591.63 SQUARE FEET (0.748 ACRES), MORE OR LESS.



### **GROUP C**

File ID: **35** Acres: **10.372** 

AFFECTED ADDRESSES			
7229 Beech Ave			

Citrus Heights Water District

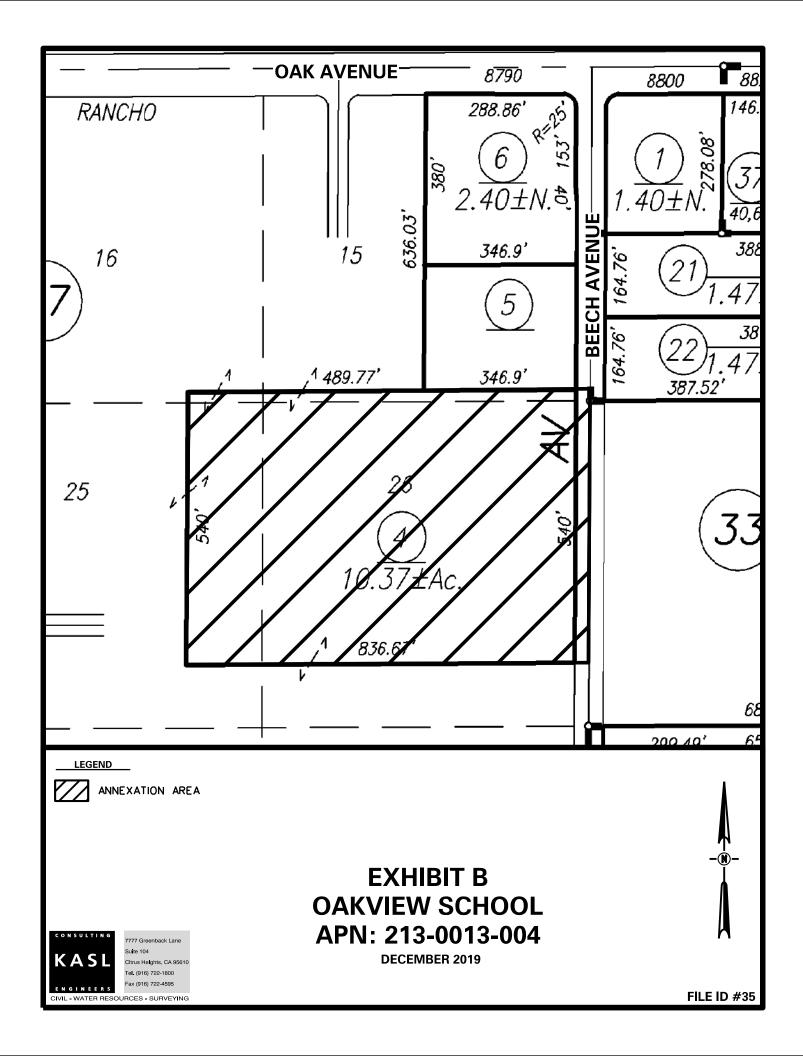
District-wide Annexation Project

# EXHIBIT A OAKVIEW SCHOOL COUNTY OF SACRAMENTO APN: 213-0013-004 17 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND AS DESCRIBED IN THAT DEED RECORDED IN BOOK 3765 OF OFFICIAL RECORD, PAGE 258, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 451,795.61 SQUARE FEET (10.372 ACRES), MORE OR LESS.



### **GROUP C**

File ID: **37** Acres: **24.006** 

AFFECTED ADDRESSES			
8275 Oak Ave	8275 Oak Ave	8225* Oak Ave	

## Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A C-BAR-C PARK CITY OF CITRUS HEIGHTS APN: 224-0190-046

APN: 224-0190-047 & APN: 224-0190-012 13 JANUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### APN: 224-0190-046 & 224-0190-047

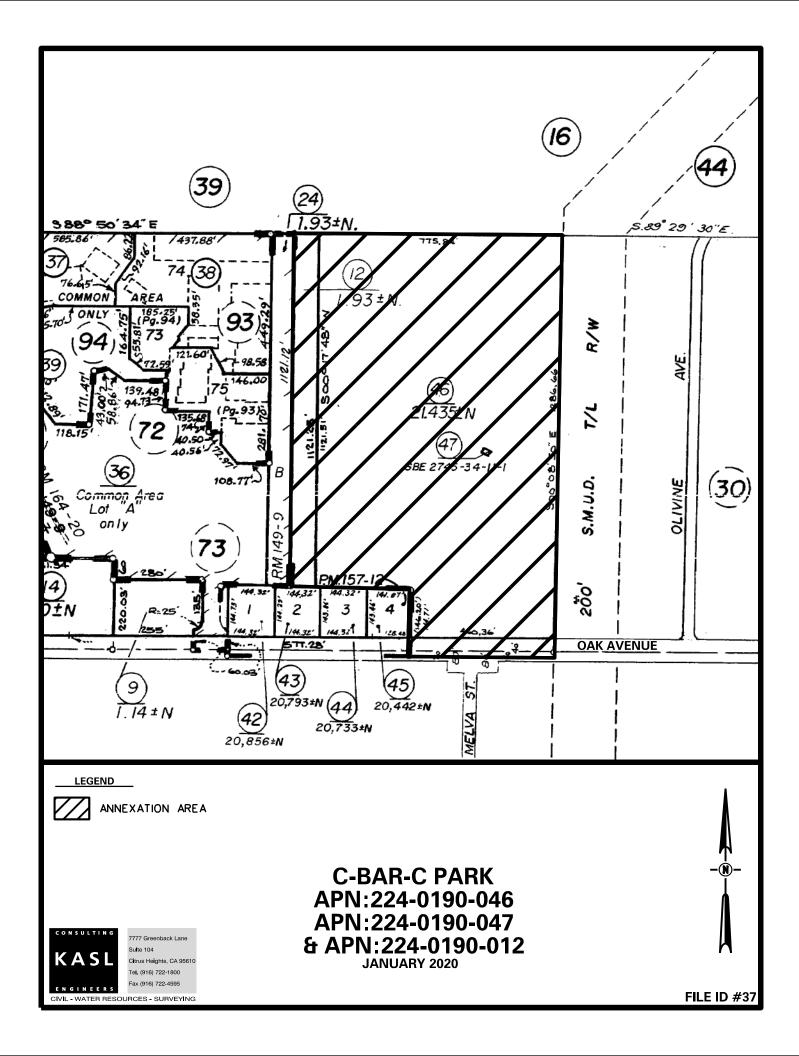
ALL THAT PORTION OF LAND AS DESCRIBED IN THAT DEED RECORDED IN BOOK 730712 OF OFFICIAL RECORD, PAGE 615, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

TOGETHER WITH THAT NORTHERLY PORTION OF OAK AVE, A COUNTY ROAD, CONTIGUOUS TO THE SOUTHERLY LINE OF SAID DEED, TO THE TRUE CENTERLINE AS SHOWN ON THAT PLAT ENTITLED "OAK CREST VILLAGE" RECORDED IN BOOK 145 OF MAPS, PAGE 3, RECORDS OF SAID COUNTY, SAID TRUE CENTERLINE ALSO BEING ALONG THE SOUTH SECTION LINE OF SECTION 19.

#### APN: 224-0190-012

ALL THAT PORTION OF "EXHIBIT A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 790628 OF OFFICIAL RECORD, PAGE 1118, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 1,045,700.68 SQUARE FEET (24.006 ACRES), MORE OR LESS.



### **GROUP C**

File ID: **41** Acres: **13.778** 

AFFECTED ADDRESSES			
6520 Sunrise Blvd			

## Citrus Heights Water District

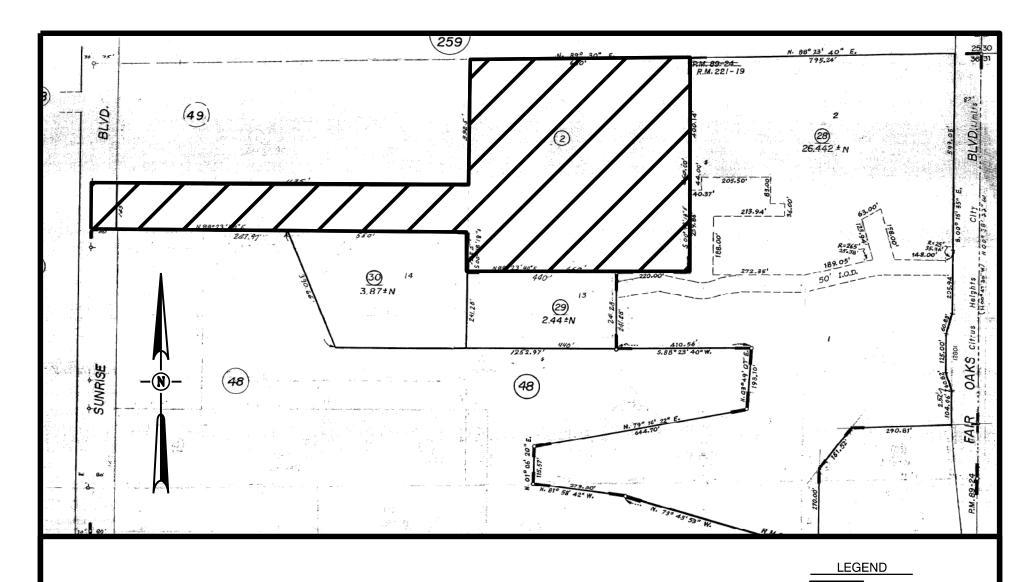
District-wide Annexation Project

## EXHIBIT A SMUD ORANGEVALE SUBSTATION CITY OF CITRUS HEIGHTS APN 243-0070-002 05 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND AS DESCRIBED IN THAT DEED RECORDED IN BOOK 4395 OF OFFICIAL RECORD, AT PAGE 378, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 600,175.00 SQUARE FEET (13.778 ACRES) MORE OR LESS.



## EXHIBIT B SMUD ORANGEVALE SUBSTATION APN: 243-0070-002

**NOVEMBER 2019** 



ANNEXATION AREA



FILE ID #41

## **GROUP D**

File ID: 4 Ac

Acres: 2.330

AFFECTED ADDRESSES			
8060 Wachtel Way			

Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A 8060 WATCHTEL WAY COUNTY OF SACRAMENTO APN: 224-0210-005 9 OCTOBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL "D" AS SHOWN ON THAT PARCEL MAP ENTITLED "ELMER FISH 3.364 ACS", RECORDED IN BOOK 7 OF RECORD OF SURVEYS, AT PAGE 25, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM LANDS PREVIOUSLY ANNEXED TO THE DISTRICT ON MAY 6<sup>TH</sup> 1958 BY CLELL MORISSETTE, GUARDIAN OF THE PERSON AND ESTATE OF FRANCES REED, A MINOR, DESCRIBED AS A PORTION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 7 EAST, M.D.B&M., PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 20, LOCATED SOUTH 00°27'00" WEST, 674.13 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 20, SAID POINT OF BEGINNING BEING ALSO IN THE CENTER LINE OF A COUNTY ROAD:

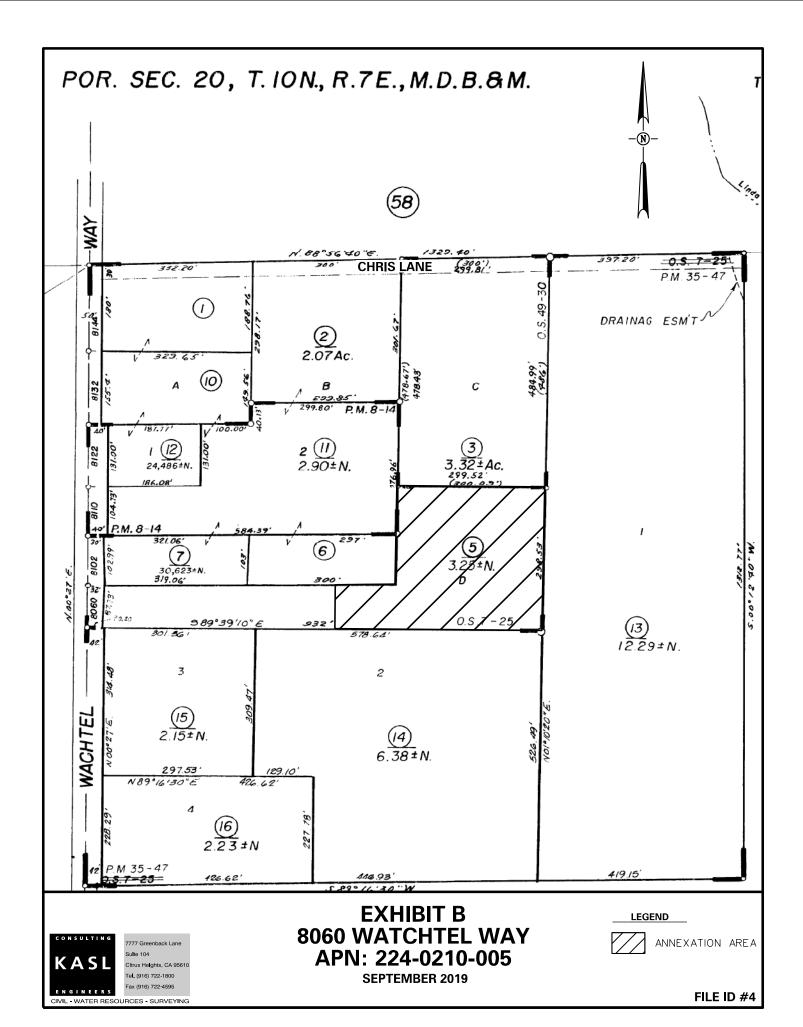
THENCE ALONG SAID CENTER LINE OF SAID COUNTY ROAD AND WEST LINE OF SAID SECTION 20, SOUTH 00°27'00" WEST, 87.50 FEET;

THENCE SOUTH 89°39'10" EAST, 495.00 FEET;

THENCE NORTH 00°27'00" EAST, 93.88 FEET;

THENCE SOUTH 89°36'30" WEST, 495.05 FEET MORE OR LESS TO THE POINT OF BEGINNING, AND CONTAINING 0.99 ACRES, MORE OR LESS, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT.

ANNEXATION AREA CONTAINING 101,590.85 SQUARE FEET (2.33 ACRES), MORE OR LESS.



**GROUP D** 

File ID: **6** Acres: **9.216** 

AFFECTED ADDRESSES				
6751 Pacheco Way	6747 Pacheco Way	6743 Pacheco Way	7777 Spring Valley Ave	
7773 Spring Valley Ave	7769 Spring Valley Ave	7765 Spring Valley Ave	7761 Spring Valley Ave	
7757 Spring Valley Ave	6746 Pacheco Way	6750 Pacheco Way	7760 Highland Ave	
7764 Highland Ave	7768 Highland Ave	7772 Highland Ave	7776 Highland Ave	
6732 Pacheco Way	7760 Spring Valley Ave	7764 Spring Valley Ave	7768 Spring Valley Ave	
7772 Spring Valley Ave	7776 Spring Valley Ave	7780 Spring Valley Ave	7784 Spring Valley Ave	
6634 Pacheco Way	6638 Pacheco Way	6642 Pacheco Way	6646 Pacheco Way	
6650 Pacheco Way	6700 Pacheco Way	6704 Pacheco Way	6724 Pacheco Way	
6728 Pacheco Way	6733 Pacheco Way	6729 Pacheco Way	6725 Pacheco Way	
6721 Pacheco Way	6717 Pacheco Way	6713 Pacheco Way	6709 Pacheco Way	
6705 Pacheco Way	6701 Pacheco Way	6651 Pacheco Way	6647 Pacheco Way	
6643 Pacheco Way	6639 Pacheco Way	6635 Pacheco Way		

## Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A KIMBERLY MANOR

CITY OF CITRUS HEIGHTS APN: 211-0421-001 TO 003 3 PARCELS APN: 211-0422-003 TO 015 13 PARCELS

APN: 211-0423-001 TO 017 14 PARCELS AND PORTION OF 3 PARCELS

APN: 211-0424-001 TO 014 14 PARCELS

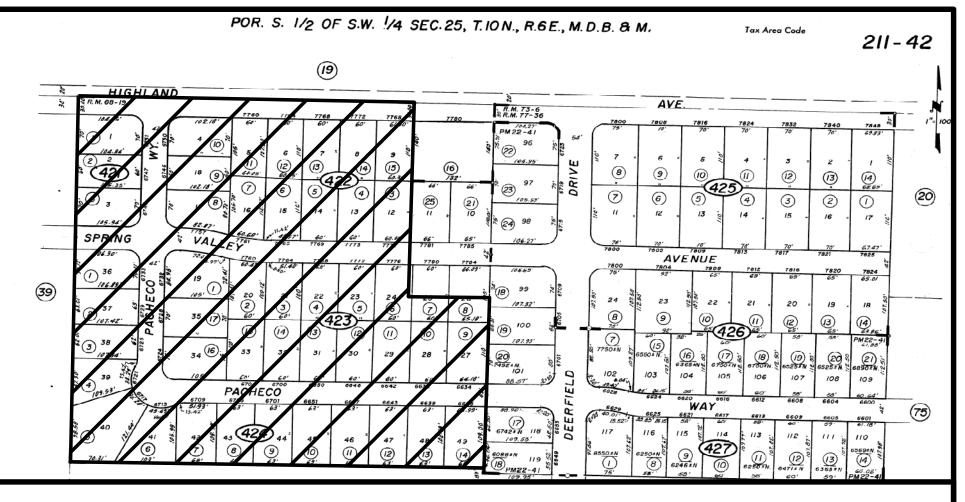
**9 OCTOBER 2019** 

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THAT SUBDIVISION AS SHOWN ON THE PLAT MAP ENTITLED "PLAT OF KIMBERLY MANOR" RECORDED IN BOOK 68 OF MAPS, AT PAGE 19, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM LANDS PREVIOUSLY ANNEXED TO THE DISTRICT ON APRIL 7, 1959 BY GROVER W. AND HAZEL V. CLEARLY DESCRIBED AS ALL OF LOTS 10 AND 11, THE NORTH 38 FEET OF LOTS 25 AND 26 AND THE NORTH 38 FEET OF THE EAST 5.91 FEET OF LOT 24 TOGETHER WITH THE PUBLIC AVENUE CONTIGUOUS THERETO OF SAID KIMBERLY MANOR, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT

ANNEXATION AREA CONTAINING 401,449.71 SQUARE FEET (9.216 ACRES), MORE OR LESS.



LEGEND



**EXHIBIT B KIMBERLY MANOR** 

APN: 211-0421-001 TO 003 - 3 PARCELS APN: 211-0422-003 TO 015 - 13 PARCELS APN: 211-0423-001 TO 17 - 14 PARCELS &

**PORTION OF 3 PARCELS** 

APN: 211-0424-001 TO 014 - 14 PARCELS

**SEPTEMBER 2019** 





### **GROUP D**

File ID: **20** Acres: **2.613** 

AFFECTED ADDRESSES			
7301 Hickory Ave			

Citrus Heights Water District

District-wide Annexation Project

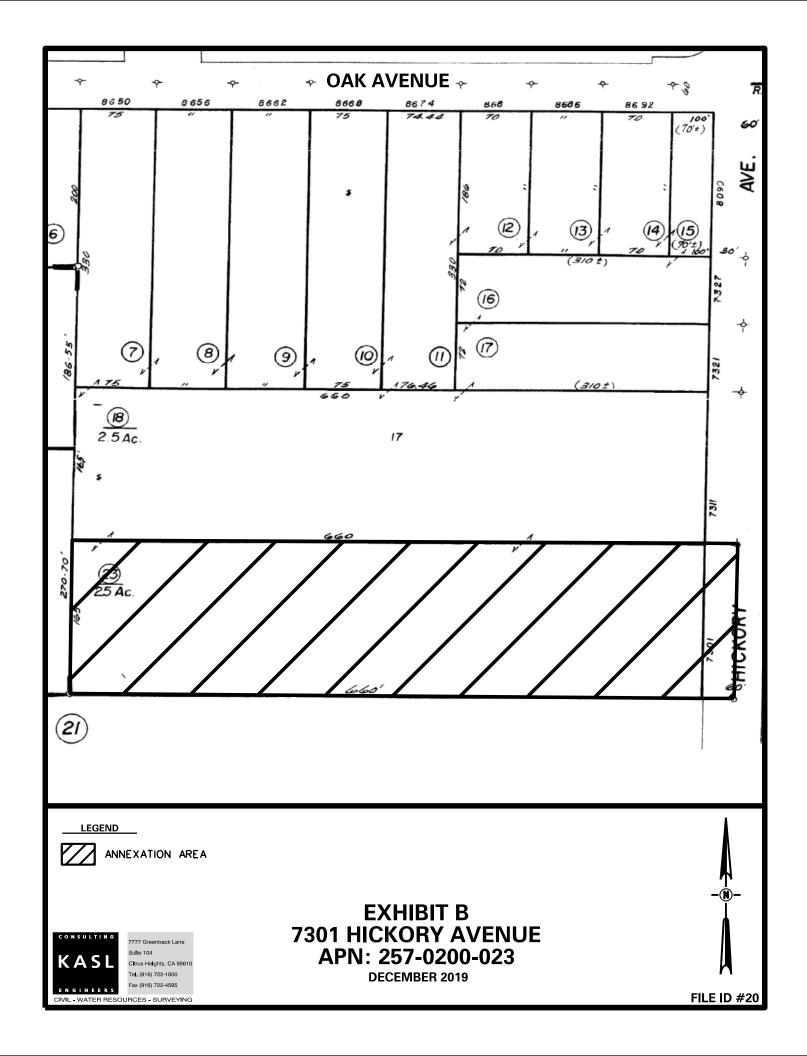
# EXHIBIT A 7301 HICKORY AVENUE COUNTY OF SACRAMENTO APN: 257-0200-023 16 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE SOUTH 165.00 FEET OF LOT 17 AS SHOWN ON THAT MAP RECORDED IN BOOK 3 OF MAPS, PAGE 20, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

TOGETHER WITH THE WESTERLY ONE-HALF OF HICKORY AVENUE, A COUNTY ROAD, CONTIGUOUS WITH THE EAST LINE OF SAID LOT.

ANNEXATION AREA CONTAINING 113,850.00 SQUARE FEET (2.613 ACRES), MORE OR LESS.



### **GROUP D**

File ID: **21** Acres: **2.048** 

AFFECTED ADDRESSES			
7331 Beech Ave			

Citrus Heights Water District

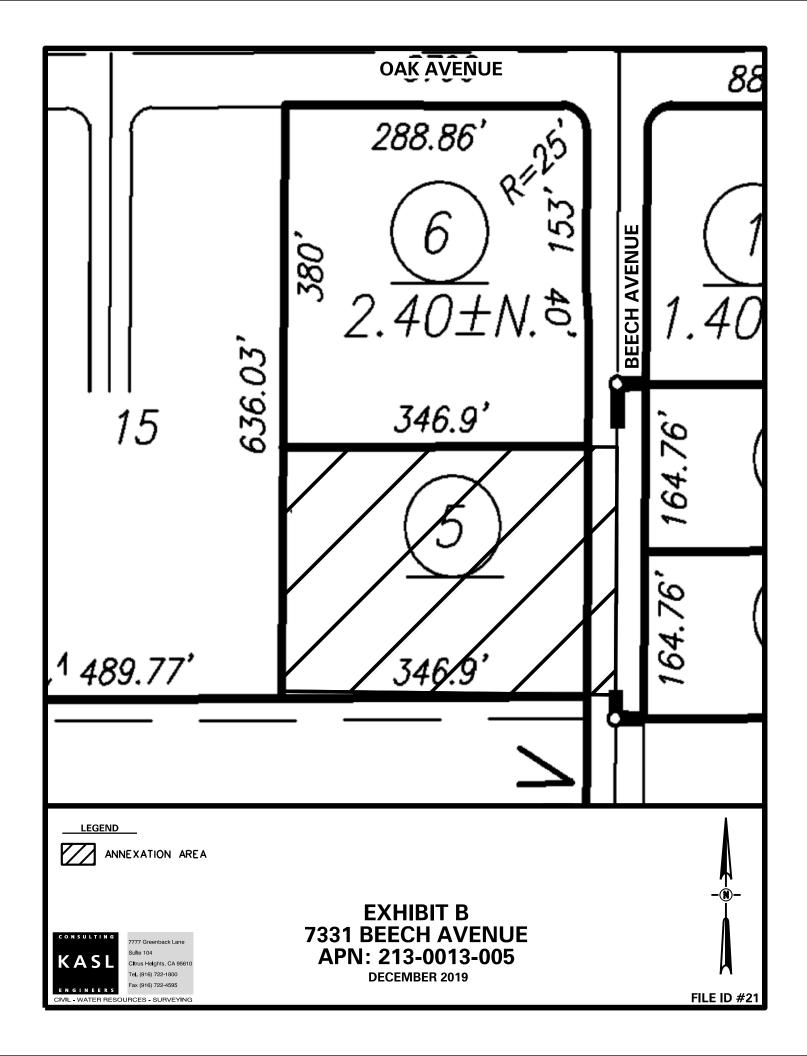
District-wide Annexation Project

# EXHIBIT A 7331 BEECH AVENUE COUNTY OF SACRAMENTO APN: 213-0013-005 17 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF EXHIBIT "A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20111216 OF OFFICIAL RECORD, PAGE 1128, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 89,224.12 SQUARE FEET (2.048 ACRES), MORE OR LESS.



### **GROUP D**

File ID: **22** Acres: **0.442** 

AFFECTED ADDRESSES			
8841 Oak Ave			

Citrus Heights Water District

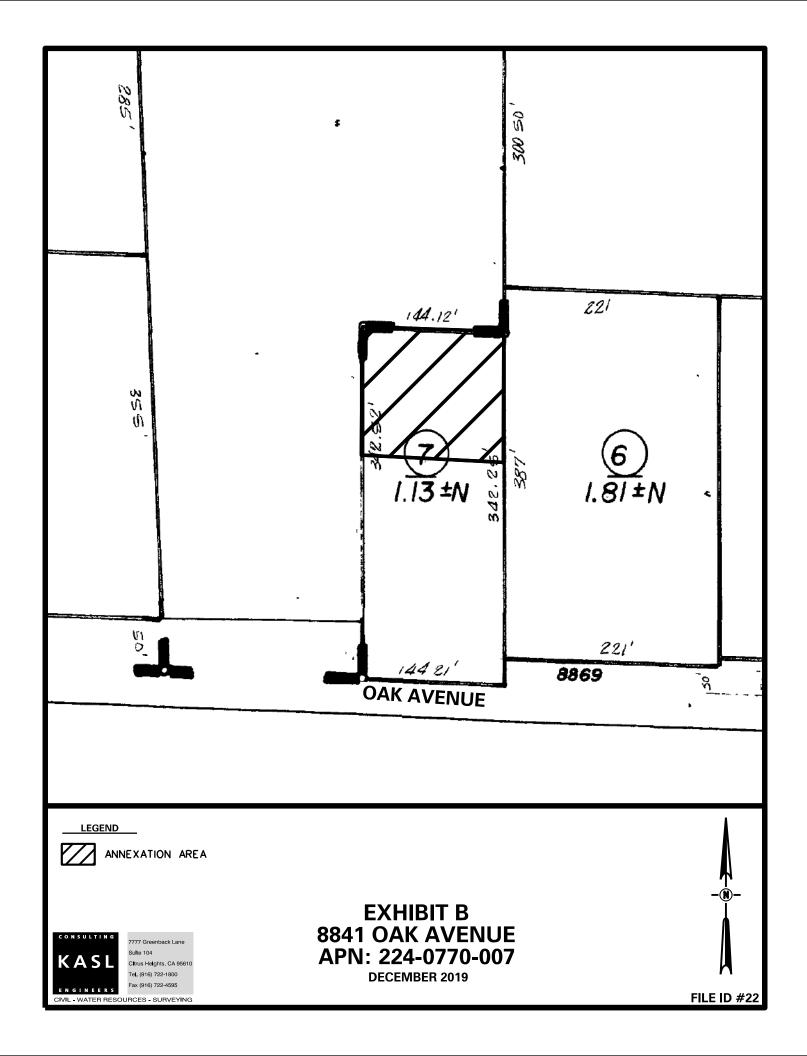
District-wide Annexation Project

# EXHIBIT A 8841 OAK AVENUE COUNTY OF SACRAMENTO APN: 224-0770-007 16 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHERLY 133.82 FEET OF EXHIBIT "A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20140604 OF OFFICIAL RECORD, PAGE 0748, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 19,269.84 SQUARE FEET (0.442 ACRES), MORE OR LESS.



### **GROUP D**

File ID: **23** Acres: **1.290** 

AFFECTED ADDRESSES			
9005 Oak Ave			

### Citrus Heights Water District

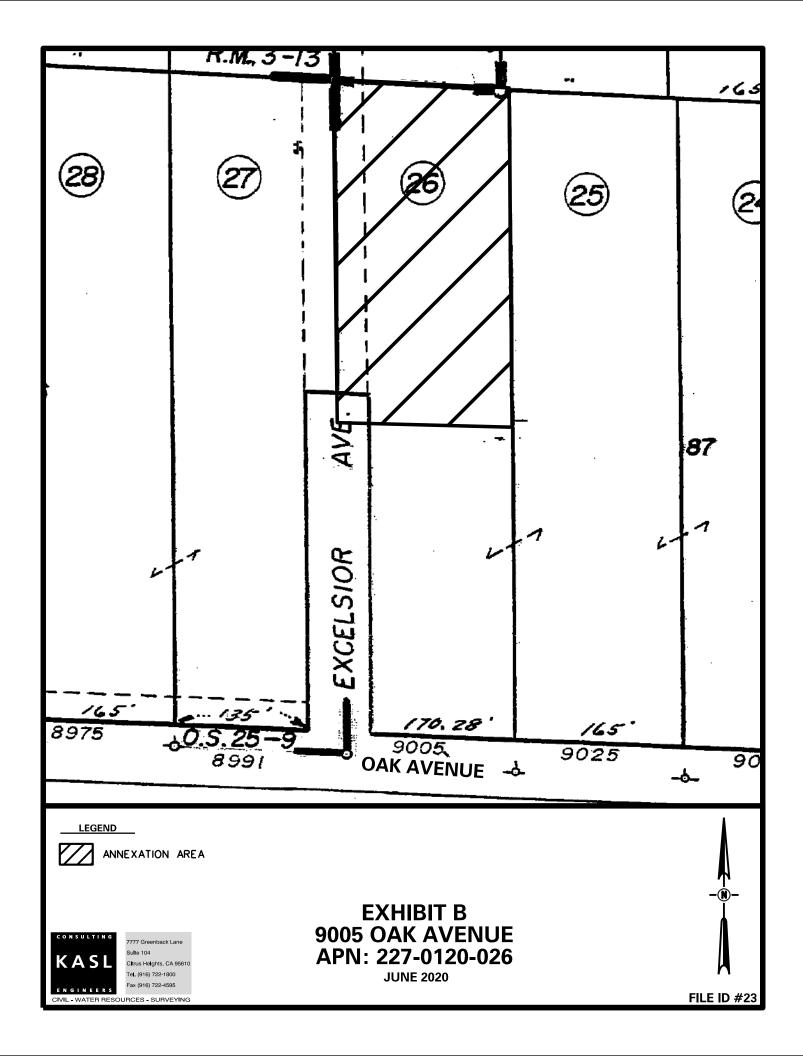
District-wide Annexation Project

# EXHIBIT A 9005 OAK AVENUE COUNTY OF SACRAMENTO APN: 227-0120-026 8 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 170.28 FEET OF THE NORTH 330 FEET OF THE NORTH 1/2 OF LOT 87 OF THAT PLAT ENTITLED "CARDWELL COLONY" RECORDED IN BOOK 03 OF MAPS, PAGE 13, OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 56,192.40 SQUARE FEET (1.290 ACRES), MORE OR LESS.



### **GROUP D**

File ID: **24** Acres: **1.249** 

AFFECTED ADDRESSES			
9025 Oak Ave			

Citrus Heights Water District

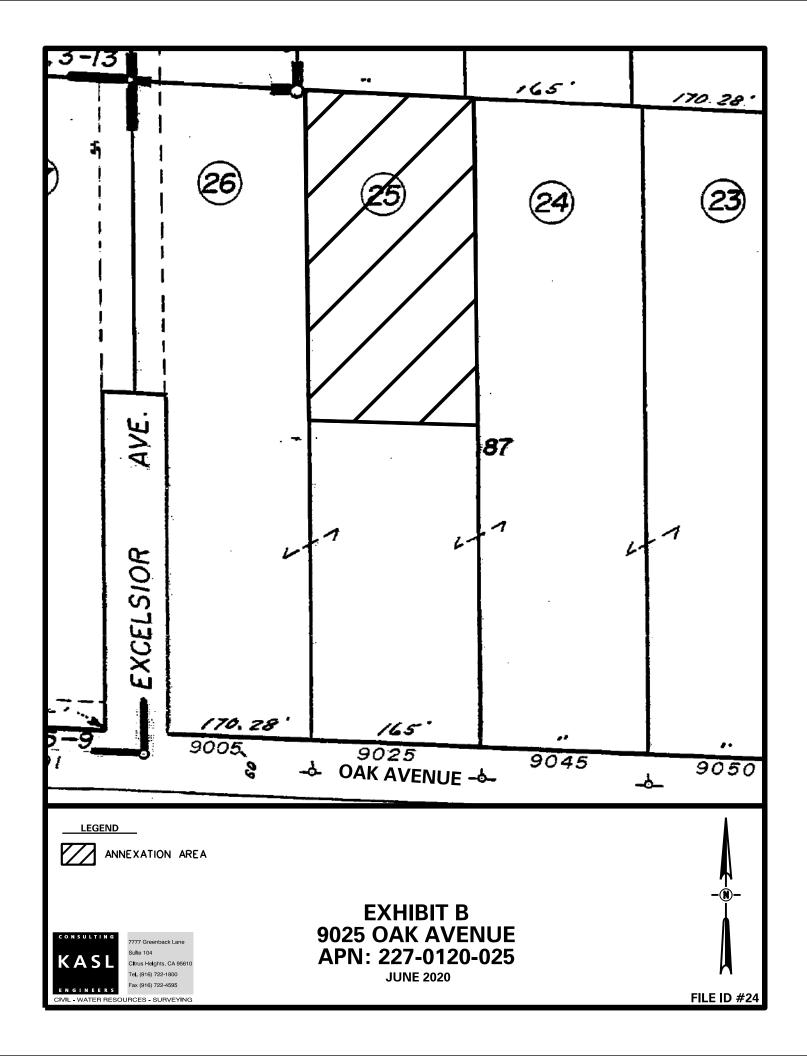
District-wide Annexation Project

# EXHIBIT A 9025 OAK AVENUE COUNTY OF SACRAMENTO APN: 227-0120-025 8 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 165.00 FEET OF THE EAST 495 FEET OF THE NORTH 330 FEET OF THE NORTH 1/2 OF THAT PLAT ENTITLED "CARDWELL COLONY" RECORDED IN BOOK 03 OF MAPS, PAGE 13, OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 54,450.00 SQUARE FEET (1.249 ACRES), MORE OR LESS.



### **GROUP D**

File ID: **25** Acres: **1.004** 

AFFECTED ADDRESSES			
7700* Larkspur Ln			

Citrus Heights Water District

District-wide Annexation Project

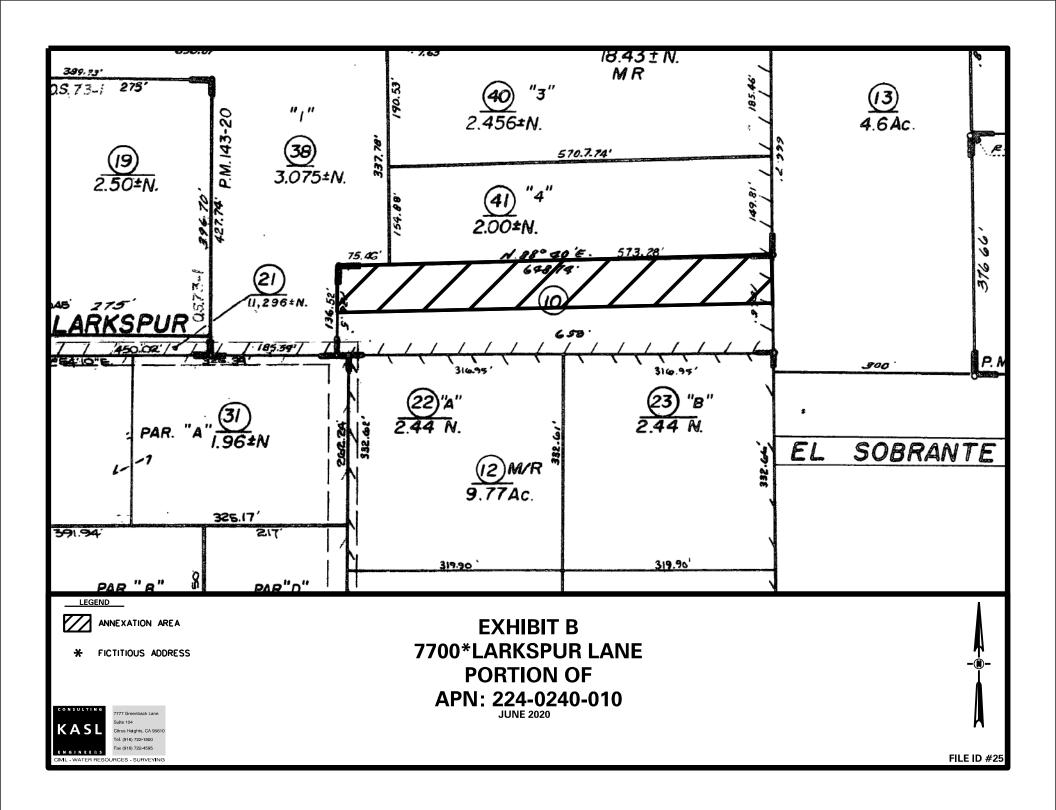
EXHIBIT A
7700\*LARKSPUR LANE
COUNTY OF SACRAMENTO
PORTION OF
APN: 224-0240-010
8 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL 3 AS DESCRIBED ON THAT DEED RECORDED IN BOOK 20100831 OF OFFICIAL RECORDS, PAGE 1339, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 43,770.67 SQUARE FEET (1.004 ACRES), MORE OR LESS.

\* = FICTITIOUS ADDRESS



### **GROUP D**

File ID: **26** Acres: **4.085** 

AFFECTED ADDRESSES			
8438* Cortadera Dr	8442* Cortadera Dr	8444 Cortadera Dr	8448 1/2* Cortadera Dr
8452 Cortadera Dr	8456 Cortadera Dr	8460 Cortadera Dr	8462* Cortadera Dr
8468 Cortadera Dr	8228 Highwood Way	8234* Highwood Way	8322* Myrtus Ct
8324 Myrtus Ct	8330* Myrtus Ct	8334* Myrtus Ct	8336* Myrtus Ct
6849 Escallonia Dr	6847* Escallonia Dr	6787* Aurelius Way	6841 Escallonia Dr
6835* Escallonia Dr	6833 Escallonia Dr	8376* Robina Ct	8378 Robina Ct
8382 Robina Ct	8420 Cortadera Dr	8424 Cortadera Dr	8432 Cortadera Dr
6731 Aurelius Way	6741* Aurelius Way	6743 Aurelius Way	6751* Aurelius Way
6753* Aurelius Way	6763* Aurelius Way	6767 Aurelius Way	6775* Aurelius Way
6775 1/2* Aurelius Wy	6777* Aurelius Way	8367 Aurelius Way	8371 Aurelius Way
8377* Aurelius Way	8381* Aurelius Way	8383* Aurelius Way	

### Citrus Heights Water District

District-wide Annexation Project

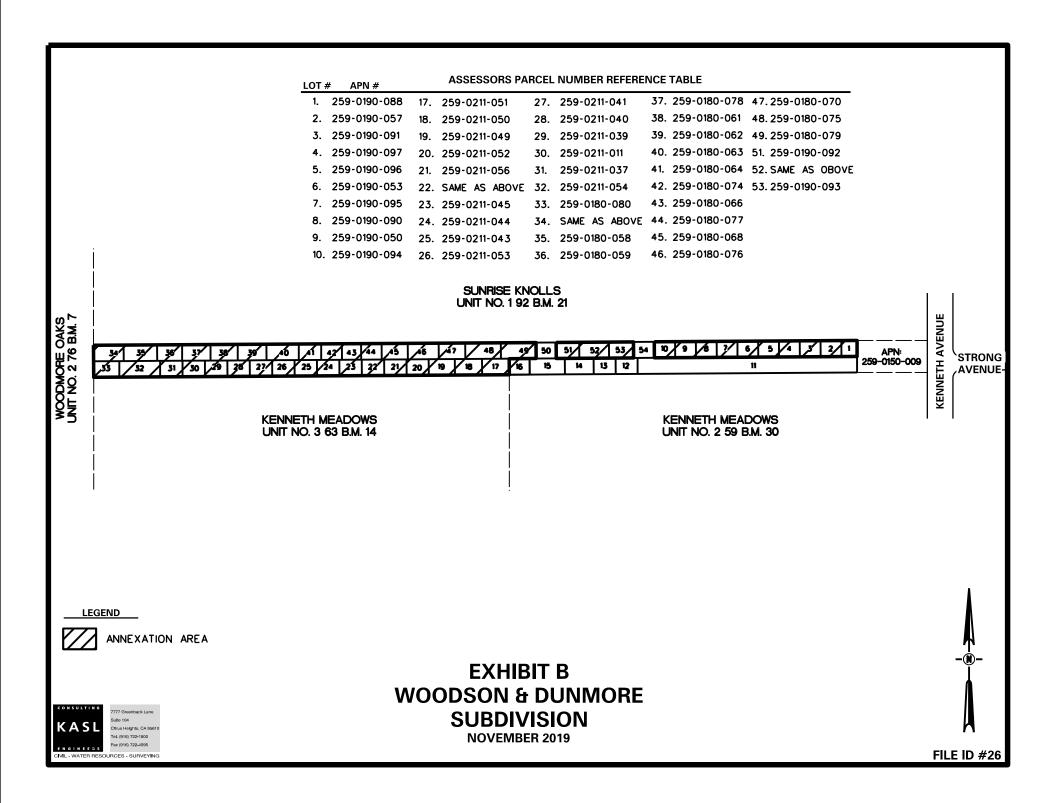
# EXHIBIT A WOODSON & DUNMORE SUBDIVISION COUNTY OF SACRAMENTO APN: SEE EXHIBIT B 26 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THOSE LOTS AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 31 OF PARCEL MAPS, PAGE 29, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM LOTS 11 THROUGH 16, 50, AND 54.

ANNEXATION AREA CONTAINING 177,969.87 SQUARE FEET (4.085 ACRES) MORE OR LESS.



### **GROUP D**

File ID: **27** Acres: **1.073** 

AFFECTED ADDRESSES			
7707 Hickory Ave			

Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A 7707 HICKORY AVENUE COUNTY OF SACRAMENTO

APN: 224-0240-033 08 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 234 AS SHOWN ON THAT PLAT ENTITLED "REVISED PLAT OF ALMOND ACRES" RECORDED IN BOOK 95 OF OF MAPS, PAGE 2, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, THENCE LEAVING SAID CORNER NORTH 89°26'10" EAST, 550.08 FEET TO A POINT ALONG THE NORTH LINE OF SAID PLAT, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LANDS PREVIOUSLY ANNEXED TO THE CITRUS HEIGHTS WATER DISTRICT ON JULY 07, 1964, BY IRWIN A. LINS AND MARIAN R. LINS, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING NORTH 00°02'18" EAST, 10.00 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 108.25 FEET, THROUGH A CENTRAL ANGLE OF 27°06'30" HAVING AN ARC LENGTH OF 51.22 FEET, ALSO HAVING A CHORD BEARING OF NORTH 13°31'00" WEST HAVING A LENGTH OF 50.74 FEET;

THENCE NORTH 27°04'20" WEST, 126.20 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 138.05 FEET, THROUGH A CENTRAL ANGLE OF 25°43'30" HAVING AN ARC LENGTH OF 61.99 FEET, ALSO HAVING A CHORD BEARING OF NORTH 14°12'26" WEST HAVING A LENGTH OF 61.47 FEET;

THENCE NORTH 01°20'32" WEST, 145.57 FEET, TO THE NORTHEASTERLY CORNER OF SAID PREVIOUSLY ANNEXED LANDS;

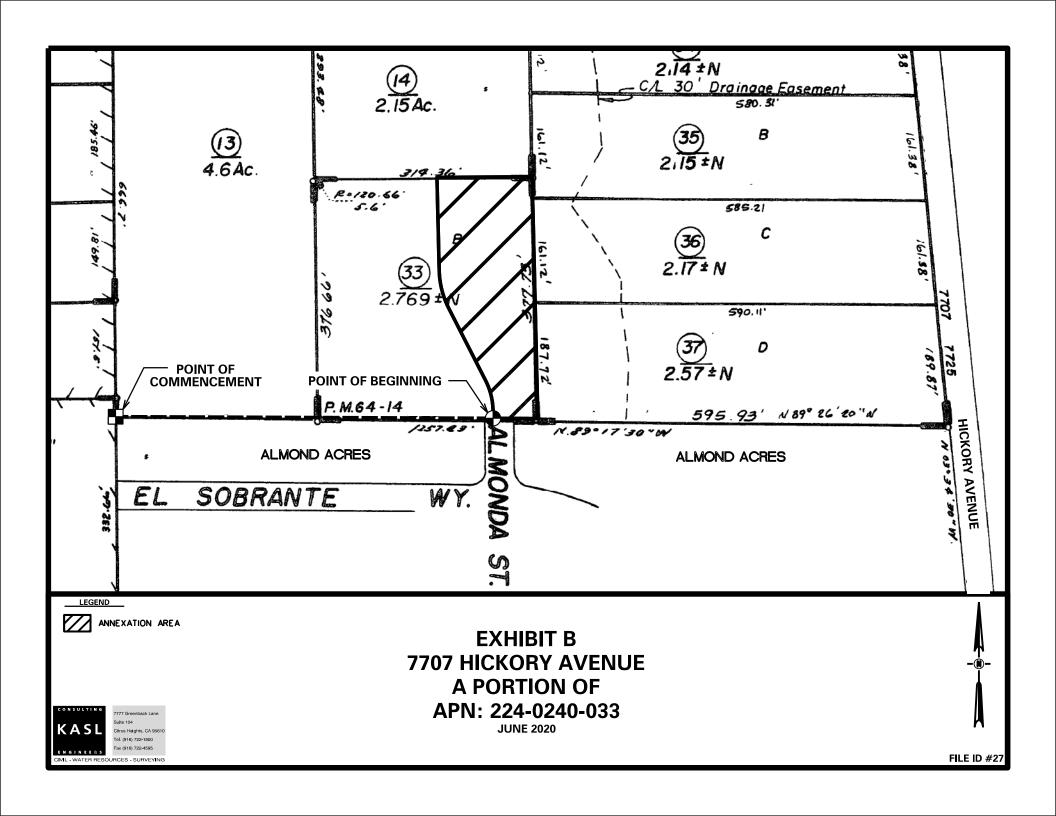
THENCE NORTH 89°45'08" EAST, 148.86 TO A POINT ALONG THE WESTERLY BOUNDARY LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL A – 64 P.M. 14" RECORDED IN BOOK 75 OF PARCEL MAPS, PAGE 35, RECORDS OF SAID COUNTY, SAID BOUNDARY LINE ALSO BEING ALONG LANDS PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT ON JANUARY 03, 1984 BY PETER PAUL DARU AND JUDY ANN DARU, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LANDS PREVIOUSLY ANNEXED TO THE CITRUS HEIGHTS WATER DISTRICT ON JULY 07, 1964 BY EDDIE J. DONDERO AND REGINA M. DONDERO, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT;

#### ANNEXATION DESCRIPTION CONT.

THENCE SOUTH 01°20'32" EAST, 378.26 FEET TO A POINT ON THE NORTH LINE OF SAID "REVISED PLAT OF ALMOND ACRES", SAID LINE ALSO BEING PART OF LANDS ANNEXED TO THE CITRUS HEIGHTS WATER DISTRICT ON SEPTEMBER 01, 1959, BY DON STEPHENS AND ANOMA M. STEPHENS, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT;

THENCE ALONG SAID NORTH LINE NORTH 89°26'20" WEST, 69.94 FEET TO THE POINT OF BEGINNING.

ANNEXATION AREA CONTAINING 46,752.30 SQUARE FEET (1.073 ACRES) MORE OR LESS.



### **GROUP D**

File ID: **44** Acres: **0.083** 

AFFECTED ADDRESSES			
6326 Appian Way			

Citrus Heights Water District

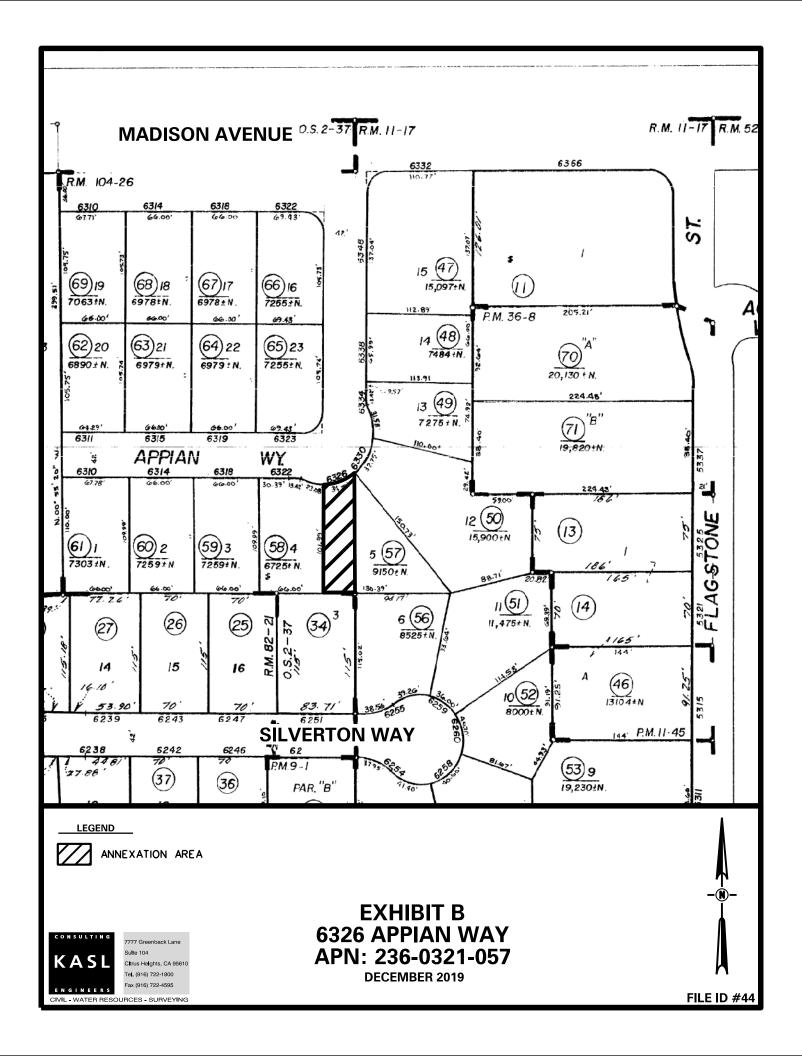
District-wide Annexation Project

# EXHIBIT A 6326 APPIAN WAY COUNTY OF SACRAMENTO APN: 236-0321-057 05 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 36.22 FEET OF LOT 5 AS SHOWN ON THAT PLAT ENTITLED "PLAT OF CENTURION MADISON" RECORDED IN BOOK 104 OF MAPS, PAGE 26, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 3,626.04 SQUARE FEET (0.083 ACRES) MORE OR LESS.



### **GROUP D**

File ID: **48** Acres: **0.736** 

AFFECTED ADDRESSES			
502 Livoti Ave	512 Livoti Ave	n/a Livoti Ave	

### Citrus Heights Water District

District-wide Annexation Project

## EXHIBIT A LIVOTI AVENUE

COUNTY OF PLACER PORTION OF APN: 471-070-063 APN: 471-070-061 & APN: 471-070-062 12 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL 1 AND 2 AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP DPM 20050338" RECORDED IN BOOK 35 OF PARCEL MAPS, AT PAGE 27, RECORDS OF PLACER COUNTY, CALIFORNIA.

TOGETHER WITH A PORTION OF PARCEL 3 AS SHOWN ON SAID PARCEL MAP DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 13 AS SHOWN ON SAID MAP, THENCE ALONG THE NORTH LINE OF SAID LOT NORTH 89°23'00" EAST, 190.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING NORTH 89°23'00" EAST, 59.41 FEET TO THE NORTHEAST CORNER OF SAID PARCEL:

THENCE SOUTH 00°22'30" EAST, 136.57 FEET;

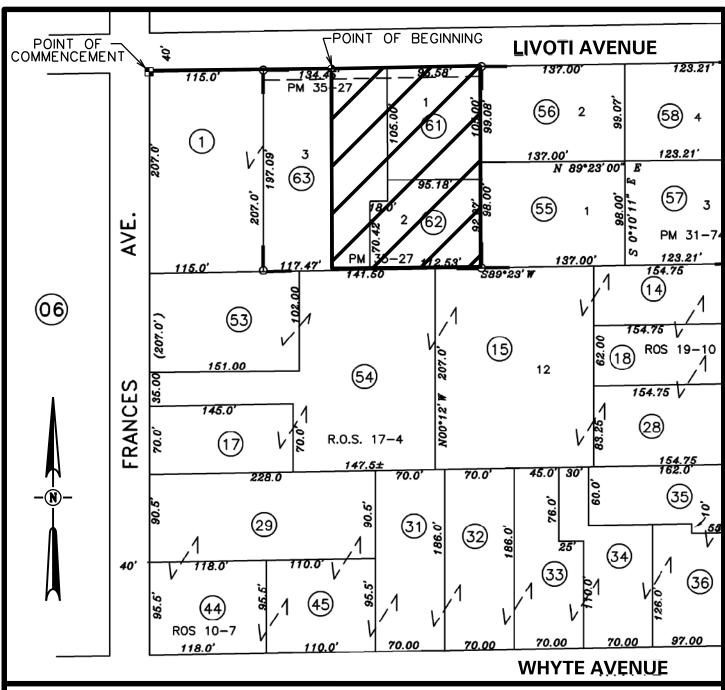
THENCE SOUTH 89°06'12" WEST, 18.00 FEET;

THENCE SOUTH 00°37'14" EAST, 70.42 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE SOUTH 89°22'46" WEST, 42.47 FEET;

THENCE NORTH 00°09'57" WEST, 207.09 FEET TO SAID POINT OF BEGINNING.

ANNEXATION AREA CONTAINING 32,095.76 SQUARE FEET (0.736 ACRES), MORE OR LESS.



**LEGEND** 



ANNEXATION AREA

\*

FICTITIOUS ADDRESS

**EXHIBIT B** 502, 512, AND 514\*LIVOTI AVENUE **PORTION OF APN: 471-070-063** 

APN: 471-070-061 & APN: 471-070-062





7777 Greenback Lane Citrus Heights, CA 95610 Tel. (916) 722-1800

### **GROUP D**

File ID: **49** Acres: **1.356** 

AFFECTED ADDRESSES			
516 Livoti Ave	520 Livoti Ave	113 Langley Ave	560 Livoti Ave
n/a Langley Ave			

### Citrus Heights Water District

District-wide Annexation Project

### EXHIBIT A 516, 520, 560 LIVOTI AVENUE AND 113 LANGLEY AVENUE

APN: 471-070-055, APN: 471-070-056, APN: 471-070-057 & APN: 471-070-058 26 NOVEMBER 2019

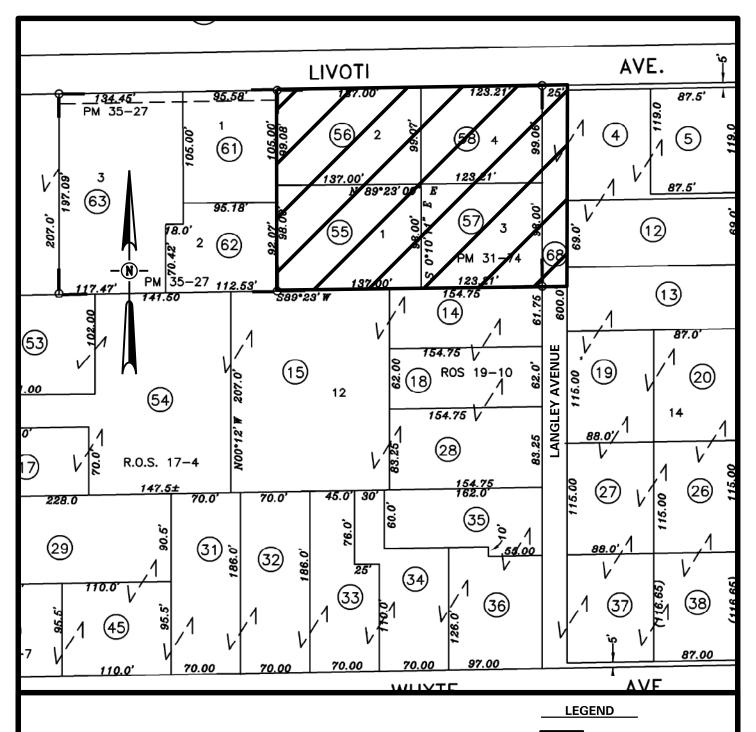
**COUNTY OF PLACER** 

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

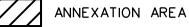
ALL THAT PORTION OF PARCEL 1, 2, 3, AND 4 AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP P-75836" RECORDED IN BOOK 31 OF PARCEL MAPS, AT PAGE 74, RECORDS OF PLACER COUNTY, CALIFORNIA.

TOGETHER WITH ALL THAT PORTION OF LANGLEY AVENUE, A COUNTY ROAD, CONTIGUOUS WITH THE EASTERLY LINE OF PARCELS 3 & 4 OF SAID PARCEL MAP.

ANNEXATION AREA CONTAINING 59,067.21 SQUARE FEET (1.356 ACRES), MORE OR LESS.



**EXHIBIT B** 



**516, 520, 560 LIVOTI AVENUE AND 113 LANGLEY LANE** 

APN: 471-070-055, APN: 471-070-056, APN: 471-070-057 & APN:

471-070-058

**NOVEMBER 2019** 



7777 Greenback Lane Citrus Heights, CA 95610 Tel. (916) 722-1800

**FILE ID #49** 

### **GROUP D**

File ID: **53** Acres: **0.089** 

AFFECTED ADDRESSES			
1100 Orlando Ave			

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A 1100 ORLANDO AVENUE APN: 471-060-060 COUNTY OF PLACER 12 FEBRUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL A AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 23 OF PARCEL MAPS, PAGE 64, RECORDS OF PLACER COUNTY, CALIFORNIA, THENCE NORTH 73°31'30" EAST 92.89 FEET TO THE POINT OF BEGINNING.

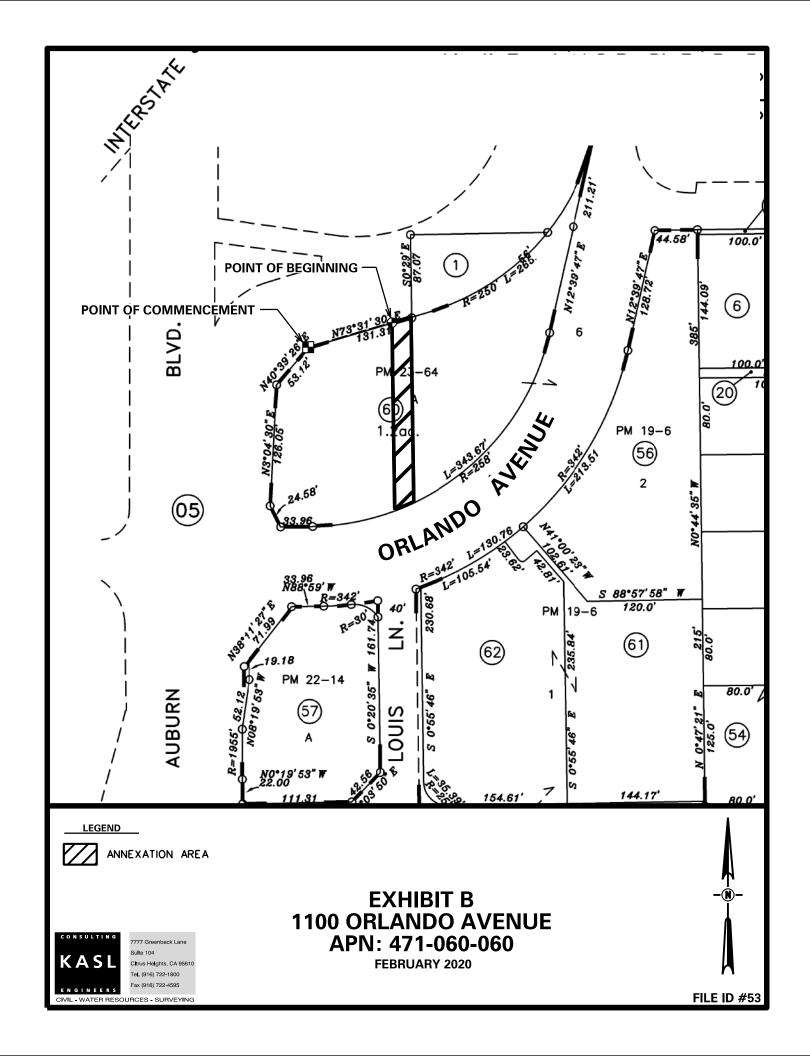
THENCE FROM SAID POINT OF BEGINNING SOUTH 00°51'35" EAST, 195.09 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 258.00 FEET, THROUGH A CENTRAL ANGLE OF 04°47′56" HAVING AN ARC LENGTH OF 21.61 FEET, ALSO HAVING A CHORD BEARING OF NORTH 66°55′36" EAST HAVING A LENGTH OF 21.60 FEET;

THENCE NORTH 00°51'35" WEST, 192.52 FEET;

THENCE SOUTH 73°31'30" EAST, 20.77 FEET TO THE POINT OF BEGINNING.

ANNEXATION AREA CONTAINING 3,879.36 SQUARE FEET (0.089 ACRES) MORE OR LESS.



# **GROUP E**

File ID: **12** Acres: **2.121** 

AFFECTED ADDRESSES			
n/a Auburn Blvd			

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A AUBURN BOULEVARD (ROADWAY) CITY OF CITRUS HEIGHTS 05 DECEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ½ CORNER OF SECTION 23 AS SHOWN ON THAT RECORD OF SURVEY ENTITLED "SYLVAN CEMETERY" RECORDED IN BOOK 18 RECORD OF SURVEYS, PAGE 25, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, THENCE WESTERLY ALONG SAID SECTION LINE SOUTH 89°21'30" WEST, 31.00 FEET TO THE WEST LINE OF AUBURN BLVD (STATE HIGHWAY) AS DESCRIBED IN THAT DEED RECORDED IN BOOK 406 OF OFFICIAL RECORDS, AT PAGE 98, RECORDS OF SAID COUNTY, THENCE ALONG SAID WEST LINE NORTH 01°02'00" WEST, 297.60 FEET TO THE SOUTHEASTERLY CORNER OF LOT 19 LABELED AS "TRUE POINT OF BEGINNING" AS SHOWN ON THAT PLAT MAP ENTITLED "SYLVAN MEADOWS SUBDIVISION" RECORDED IN BOOK 55 OF MAPS, PAGE 32, RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING PART OF LANDS PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT ON FEBRUARY 07, 1956, BY LYMAN J. SMITH AND WILMA B. SMITH, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE FROM THE SAID POINT OF BEGINNING, NORTH 01°02'00" WEST, 1,680.40 FEET TO A POINT ALONG THE SAID WEST LINE, SAID WEST LINE ALSO BEING ALONG LANDS PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT ON FEBRUARY 07, 1956, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT:

THENCE ALONG SAID WEST LINE NORTH 00°45'00" EAST, 397.60 FEET TO THE SOUTH LINE OF ANTELOPE ROAD (60 FOOT COUNTY ROAD) AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1076 OF OFFICIAL RECORDS, AT PAGE 389 RECORDS OF SAID COUNTY;

THENCE LEAVING SAID SOUTH LINE OF SAID COUNTY ROAD NORTH 00°45'00" EAST, 60.00 FEET TO THE NORTH LINE OF SAID COUNTY ROAD TO THE SOUTHEASTERLY CORNER OF LANDS PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT ON JULY 07, 1953, BY MIKE THOMAS AND KATHRYN THOMAS, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT;

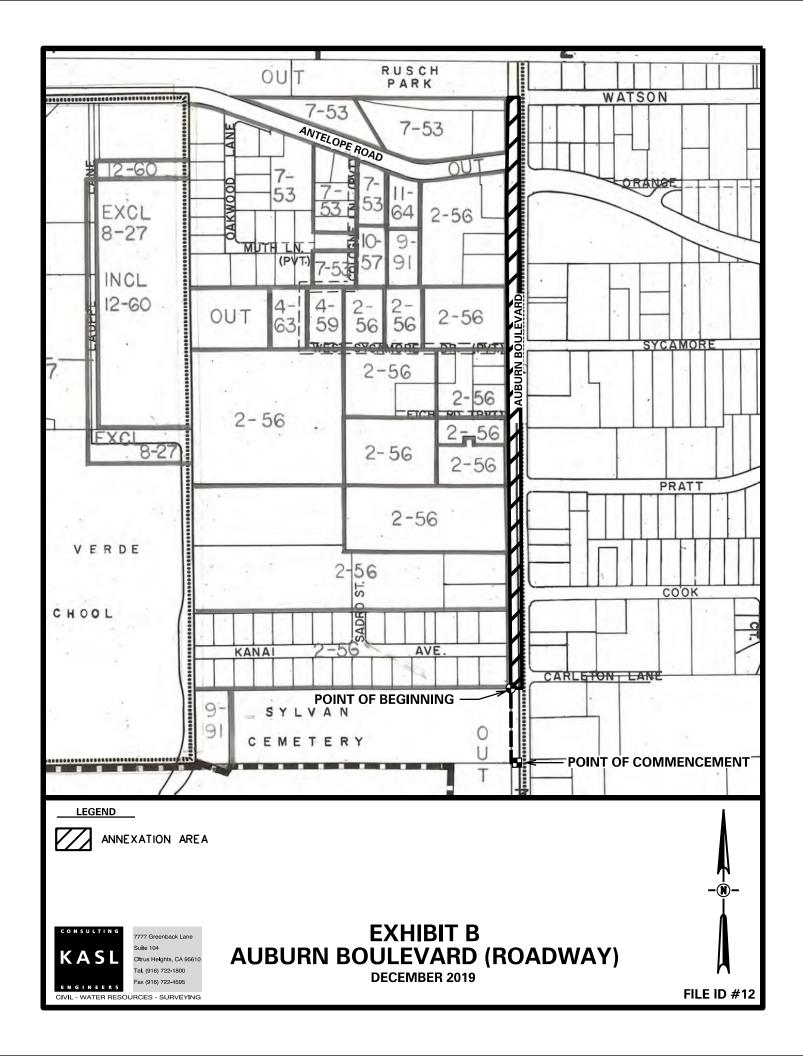
THENCE LEAVING SAID NORTH LINE OF SAID COUNTY ROAD ALONG THE SAID WEST LINE NORTH 00°45'00" EAST, 222.81 FEET TO THE POINT OF INTERSECTION OF THE NORTH SECTION LINE OF THE SOUTHWEST 1/4 OF SECTION 23:

THENCE ALONG SAID SECTION LINE NORTH 89°11'00" EAST, 29.93 FEET MORE OR LESS TO THE CENTER CORNER OF SECTION 23;

THENCE LEAVING SAID CENTER CORNER SOUTH 00°36'00" EAST, 2,360.69 FEET MORE OR LESS ALONG THE NORTH AND SOUTH CENTER SECTION LINE OF SAID SECTION, SAID SECTION LINE ALSO BEING PART OF THE DESCRIBED DISTRICT BOUNDARY LINE AS DELINEATED ON DECEMBER 13, 1920, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT;

THENCE LEAVING SAID SECTION LINE SOUTH 89°24'00" WEST, 33.25 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ANNEXATION AREA CONTAINING 92,364.05 SQUARE FEET (2.121 ACRES) MORE OR LESS.



# **GROUP E**

File ID: **13** Acres: **1.755** 

AFFECTED ADDRESSES			
n/a Antelope Rd			

Citrus Heights Water District

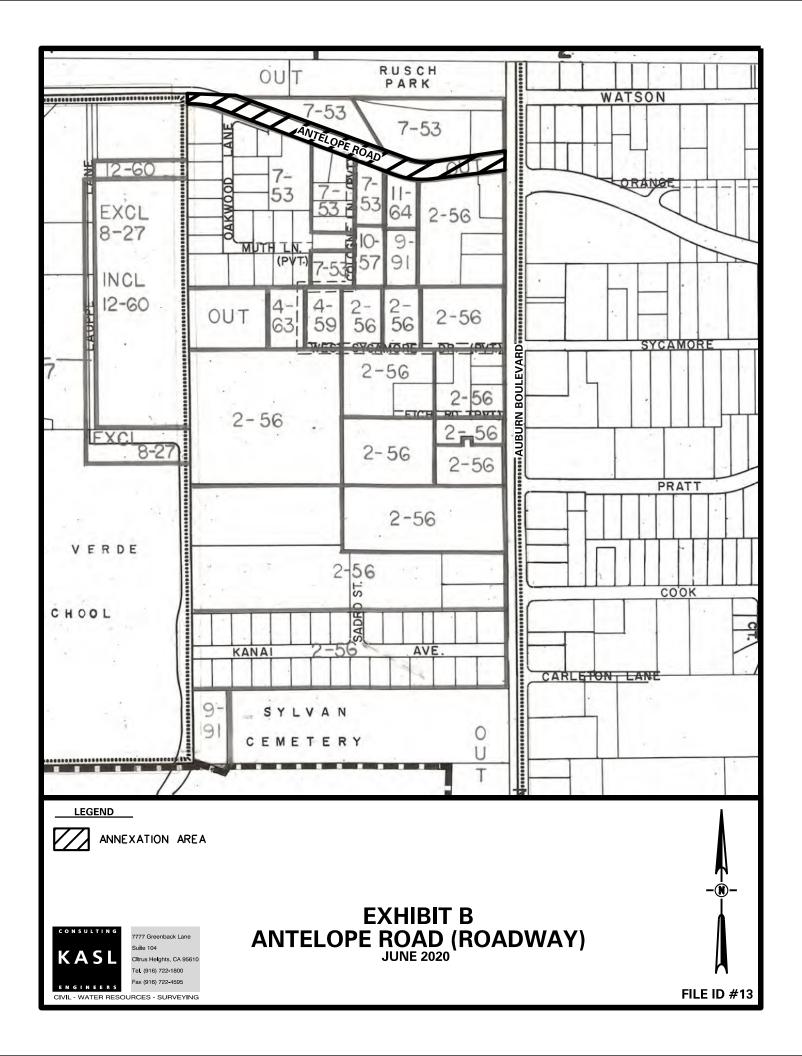
District-wide Annexation Project

# EXHIBIT A ANTELOPE ROAD (ROADWAY) CITY OF CITRUS HEIGHTS 8 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF ANTELOPE ROAD (60 FOOT COUNTY ROAD) AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1076 OF OFFICIAL RECORDS, PAGE 389, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, WEST OF THAT WEST LINE OF AUBURN BOULEVARD (STATE HIGHWAY) AS DESCRIBED IN THAT DEED RECORDED IN BOOK 408 OF OFFICIAL RECORDS, PAGE 98, RECORDS OF SAID COUNTY, THE NORTHERLY PORTION OF SAID ROAD TERMINATING AT A POINT OF INTERSECTION WITH THE NORTH SECTION LINE OF THE SOUTHWEST ¼ OF SECTION 23, AND THE SOUTHERLY PORTION OF SAID ROAD TERMINATING AT A POINT OF INTERSECTION WITH THE PROLONGATION OF THE WESTERLY BOUNDARY LINE AS SHOWN ON THAT PLAT ENTITLED "PARK VIEW ACRES UNIT NO. 1" RECORDED IN BOOK 40 OF MAPS, PAGE 34 OF SAID COUNTY, AND SAID SECTION LINE.

ANNEXATION AREA CONTAINING 76,482.77 SQUARE FEET (1.755 ACRES) MORE OR LESS.



# **GROUP E**

File ID: **32** Acres: **0.501** 

AFFECTED ADDRESSES			
7447-7455 Hazel Ave			

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A HAZEL AVENUE (ROADWAY)

COUNTY OF SACRAMENTO ADJACENT TO APN: 224-0770-002 APN: 224-0770-003

&

LOTS 84 & 85 OF CARDWELL COLONY 07 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO. STATE OF CALIFORNIA. DESCRIBED AS FOLLOWS:

#### APN: 224-0770-002

ALL THAT WESTERLY PORTION OF HAZEL AVENUE, A COUNTY ROAD, CONTIGUOUS TO THE EAST LINE OF LANDS DESCRIBED IN THAT DEED RECORDED IN BOOK 20181205 OF OFFICIAL RECORDS, PAGE 1743, TO THE WESTERLY LINE OF LOT 85 AS SHOWN ON THAT RECORD OF SURVEY ENTITLED "LOTS 84 & 86 CARDWELL COLONY" RECORDED IN BOOK 25 OF RECORD OF SURVEYS, PAGE 9, RECORDS OF SAID COUNTY.

#### APN: 224-0770-003

ALL THAT WESTERLY PORTION OF HAZEL AVENUE, A COUNTY ROAD, CONTIGUOUS TO THE EAST LINE OF LANDS DESCRIBED IN THAT DEED RECORDED IN BOOK 20181102 OF OFFICIAL RECORDS, PAGE 0341, TO THE WESTERLY LINE OF LOT 84 AS SHOWN ON THAT RECORD OF SURVEY ENTITLED "LOTS 84 & 86 CARDWELL COLONY" RECORDED IN BOOK 25 OF RECORD OF SURVEYS, PAGE 9, RECORDS OF SAID COUNTY.

ANNEXATION AREA CONTAINING 21,814.06 SQUARE FEET (0.501 ACRES) MORE OR LESS.

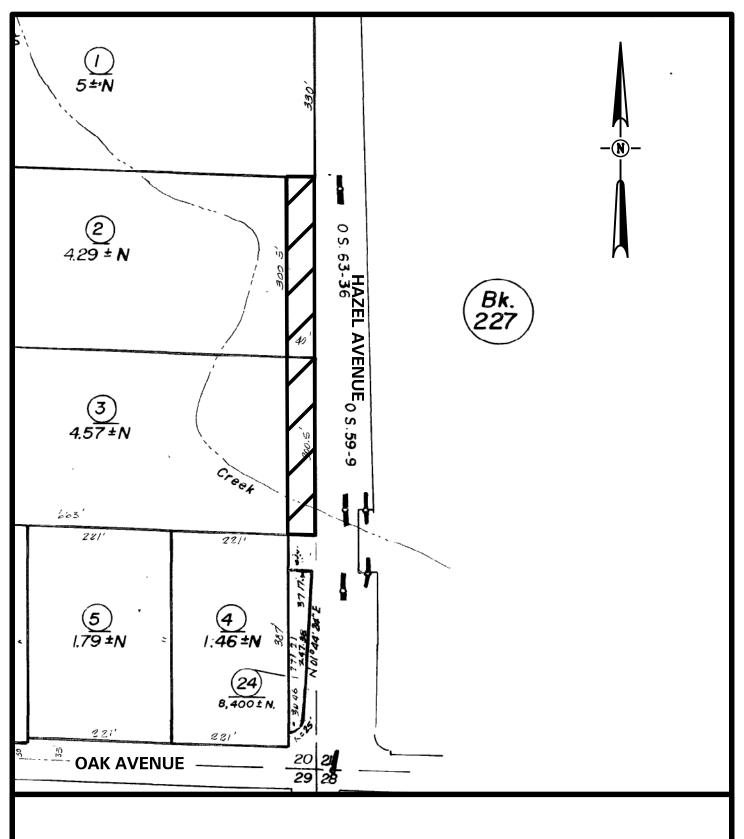


EXHIBIT B
HAZEL AVENUE (ROADWAY)
APN: 224-0770-002

APN: 224-0770-003

FEBRUARY 2020





**FILE ID #32** 

# **GROUP E**

File ID: **40** Acres: **0.413** 

AFFECTED ADDRESSES			
6031 Sunrise Vista Dr	6015 Sunrise Vista Dr		

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A SUNRISE VISTA DRIVE (ROADWAY)

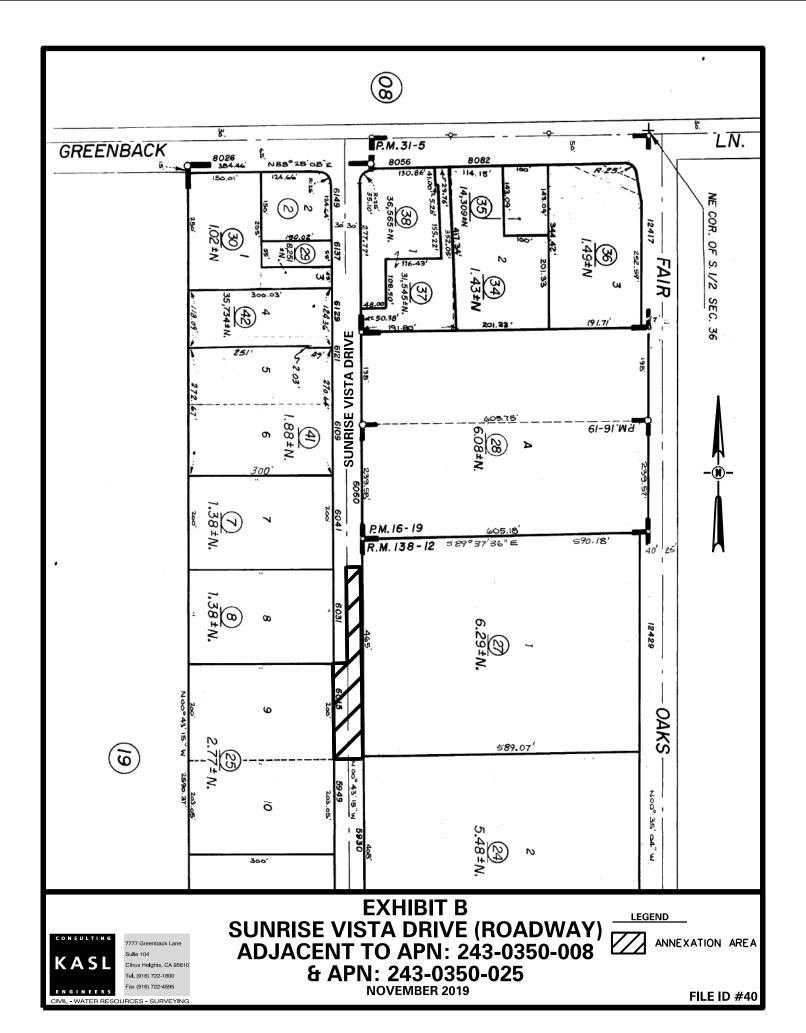
CITY OF CITRUS HEIGHTS
ADJACENT TO
APN: 243-0350-008
APN: 243-0350-025
05 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, A PORTION OF SUNRISE VISTA DRIVE, A COUNTY ROAD, AS SHOWN ON THAT PLAT ENTITLED "SUNRISE EAST" RECORDED IN BOOK 89 OF MAPS, PAGE 16, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY ONE-HALF OF SAID SUNRISE VISTA DRIVE CONTIGUOUS TO THE WESTERLY ONE-HALF OF SAID SUNRISE VISTA DRIVE CONTIGUOUS TO LOT 8 OF SAID PLAT:

TOGETHER WITH ALL THAT PORTION OF SUNRISE VISTA DRIVE CONTIGUOUS TO LOT 9 OF SAID PLAT.

ANNEXATION AREA CONTAINING 18,000.00 SQUARE FEET (0.413 ACRES) MORE OR LESS.



# **GROUP E**

File ID: **46** Acres: **0.375** 

AFFECTED ADDRESSES			
5400 Dewey Dr			

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A DEWEY DRIVE & MADISON AVENUE (ROADWAYS) COUNTY OF SACRAMENTO 26 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AS SHOWN ON THAT PLAT ENTITLED "PLAT OF LINCOLN OAKS UNIT NO. 3" RECORDED IN BOOK 46 OF MAPS, PAGE 25, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF MADISON AVENUE AND DEWEY DRIVE CONTIGUOUS TO LANDS PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT BY KERMIT L. LINCOLN, AUDREY LINCOLN, CHESTER LINCOLN AND MERILYN LINCOLN HIS WIFE ON AUGUST 1, 1961 MORE PARTICULARLY DESCRIBED AS THE NORTH 50 FEET OF THE WEST 200 FEET OF SAID MADISON AVENUE AND THE EAST 40 FEET OF THE SOUTH 209 FEET OF SAID DEWEY DRIVE, COUNTY ROADS, AS SHOWN ON SAID PLAT.

ANNEXATION AREA CONTAINING 16,360 SQUARE FEET (0.375 ACRES), MORE OR LESS.

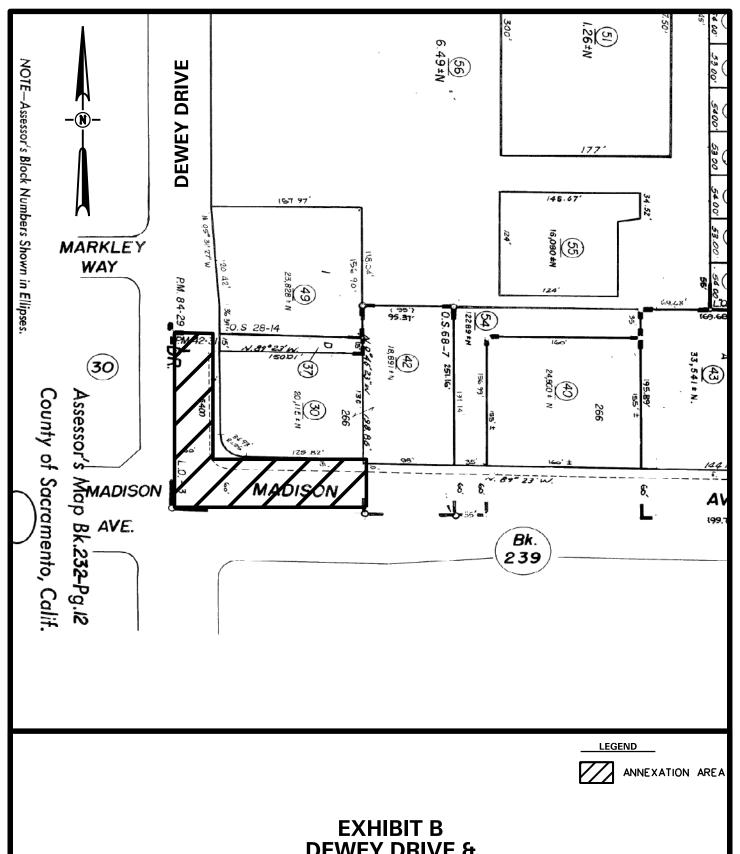


EXHIBIT B
DEWEY DRIVE &
MADISON AVENUE
(ROADWAY)
NOVEMBER 2019

7777 Greenback Lane
Suite 104
Cltrus Helghts, CA 95610
Tel. (916) 722-1800
Fax (916) 722-4595
CIVIL - WATER RESOURCES - SURVEYING

**FILE ID #46** 

# **GROUP E**

File ID: **50** Acres: **5.106** 

AFFECTED ADDRESSES				
n/a Livoti Ave	n/a Frances Ave	n/a Whyte Ave	n/a Mariposa Ave	

# Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A PLACER COUNTY ROADWAYS COUNTY OF PLACER 18 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THOSE PORTIONS OF WHYTE AVENUE, LIVOTI AVENUE, FRANCES AVENUE AND MARIPOSA AVENUE LOCATED WITHIN THE BOUNDARY OF CITRUS HEIGHTS WATER DISTRICT THAT HAVE NOT BEEN PREVIOUSLY ANNEXED TO THE DISTRICT.

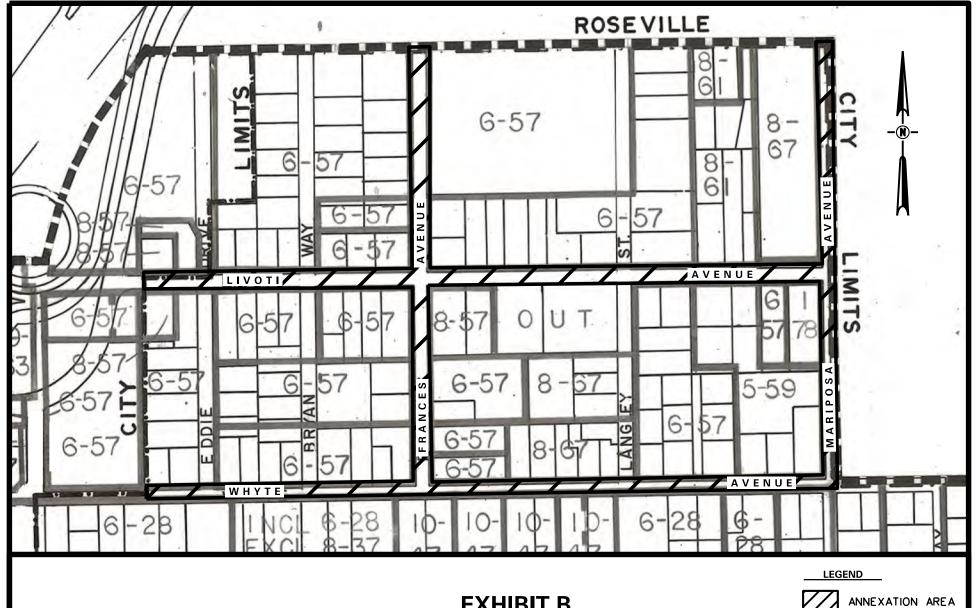


EXHIBIT B
COUNTY OF PLACER
ROADWAYS
NOVEMBER 2019



FILE ID #50

# **GROUP E**

File ID: **51** Acres: **5.907** 

AFFECTED ADDRESSES				
n/a Livoti Ave	n/a Whyte Ave	n/a Louis Ln	n/a Auburn Blvd	
n/a Orlando Ave				

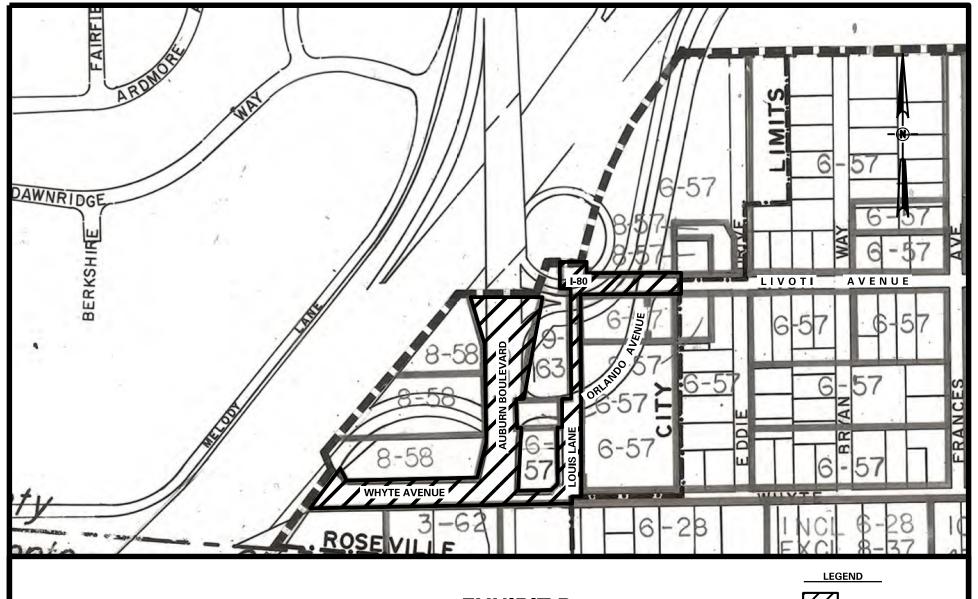
# Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A CITY OF ROSEVILLE ROADWAYS COUNTY OF PLACER 18 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THOSE PORTIONS OF AUBURN BOULEVARD, WHYTE AVENUE, ORLANDO AVENUE, LOUIS LANE, LIVOTI AVENUE AND INTERSTATE 80 LOCATED WITHIN THE BOUNDARY OF CITRUS HEIGHTS WATER DISTRICT THAT HAVE NOT BEEN PREVIOUSLY ANNEXED TO THE DISTRICT.



**EXHIBIT B CITY OF ROSEVILLE ROADWAYS NOVEMBER 2019** 

ANNEXATION AREA



Cltrus Helghts, CA 95610 Tel. (916) 722-1800 Fax (916) 722-4595

FILE ID #51

# 

AFFECTED ADDRESSES			
n/a Interstate 80			

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A I-80 DETACHMENT CITY OF CITRUS HEIGHTS 08 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 227 AS SHOWN ON THAT PLAT MAP ENTITLED "VERNE TRACT UNIT 4" RECORDED IN BOOK 60 OF MAPS, PAGE 29, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, SAID CORNER ALSO BEING PART OF LANDS PREVIOUSLY DETACHED FROM CITRUS HEIGHTS WATER DISTRICT ON MAY 03, 1977, SAID CORNER ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING SOUTH 56°25'42" EAST, 60.00 FEET TO A POINT ALONG THE EAST RIGHT OF WAY OF TUPELO DRIVE A COUNTY ROAD;

THENCE ALONG SAID RIGHT OF WAY, NORTH 33°34'13" EAST, 341.33 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 720.00 FEET, THROUGH A CENTRAL ANGLE OF 13°42'18" HAVING AN ARC LENGTH OF 172.22 FEET, ALSO HAVING A CHORD BEARING OF NORTH 40°25'29" EAST HAVING A LENGTH OF 171.81 FEET;

THENCE NORTH 47°16'37" EAST, 300.00 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 10°19'25" HAVING AN ARC LENGTH OF 68.47 FEET, ALSO HAVING A CHORD BEARING OF NORTH 42°06'53" EAST HAVING A LENGTH OF 68.38 FEET;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 53°27'32" EAST, 16.00 FEET, TO A POINT ALONG THE SOUTHWESTERLY LINE OF LOT 211 AS DESCRIBED IN THAT DEED RECORDED IN BOOK 19980513 OF OFFICIAL RECORD, AT PAGE 1428, RECORDS OF SAID COUNTY:

THENCE NORTH 44°43'46" EAST, 398.50 FEET;

THENCE NORTH 38°56'28" EAST, 43.08 FEET, TO A POINT ALONG THE NORTH LINE OF LOT 207 AS DESCRIBED ON SAID DEED, SAID LINE ALSO BEING PART OF LANDS PREVIOUSLY DETACHED FROM CITRUS HEIGHTS WATER DISTRICT ON SEPTEMBER 01, 1987;

THENCE SOUTH 80°54'17" EAST, 140.80 FEET, ALONG SAID LINE TO THE NORTHEAST CORNER OF LOT 211 AS SHOWN ON SAID PLAT "VERNE TRACT

#### DETACHMENT DESCRIPTION CONT.

UNIT 4", SAID CORNER ALSO BEING PART OF LANDS PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT ON AUGUST 02, 1960;

THENCE SOUTH 40°34'00" WEST, 117.13 FEET;

THENCE SOUTH 47°16'37" WEST, 855.86 FEET;

THENCE SOUTH 33°34'18" WEST, 657.31 FEET, TO THE SOUTHEASTERLY CORNER OF LOT 226 AS SHOWN ON SAID PLAT "VERNE TRACT UNIT 4", SAID CORNER ALSO BEING ALONG SAID PREVIOUSLY ANNEXED LANDS;

THENCE LEAVING SAID CORNER NORTH 56°25'42" WEST, 108.29 FEET, TO THE SOUTHWESTERLY CORNER OF SAID LOT, SAID CORNER ALSO BEING ALONG SAID PREVIOUSLY ANNEXED LANDS;

THENCE SOUTH 31°05'35" WEST, 9.56 FEET, TO A POINT ALONG THE WEST LINE OF SECTION 22, SAID POINT ALSO BEING ALONG SAID PREVIOUSLY ANNEXED LANDS:

THENCE NORTH 00°00'28" WEST, 125.66 FEET, TO A POINT ALONG THE SOUTHEASTERLY LINE OF LOT 51 AS SHOWN ON THAT PLAT MAP ENTITLED "ANTELOPE VISTA UNIT NO 1." RECORDED IN BOOK 105 OF MAPS, PAGE 19 RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF TUPELO DRIVE A COUNTY ROAD, SAID POINT ALSO BEING PART OF LANDS PREVIOUSLY DETACHED FROM CITRUS HEIGHTS WATER DISTRICT ON MAY 03, 1977;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,470 FEET, THROUGH A CENTRAL ANGLE OF 05°45'40" HAVING AN ARC LENGTH OF 147.81 FEET, ALSO HAVING A CHORD BEARING OF NORTH 36°27'08" EAST HAVING A LENGTH OF 147.75 FEET TO THE POINT OF BEGINNING.

DETACHMENT AREA CONTAINING 188,972.27 SQUARE FEET (4.338 ACRES), MORE OR LESS.

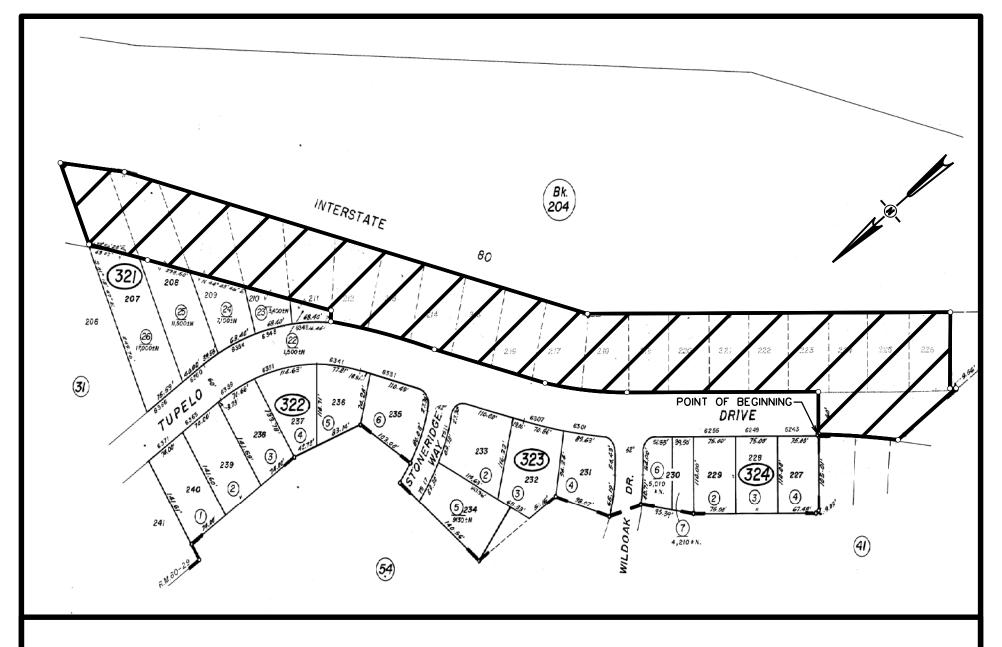




EXHIBIT B
I-80 DETACHMENT
JUNE 2020

LEGEND
DETACHMENT AREA

# **GROUP F**

File ID: **45** Acres: **-0.587** 

AFFECTED ADDRESSES			
7061 Madison Ave			

# Citrus Heights Water District

District-wide Annexation Project

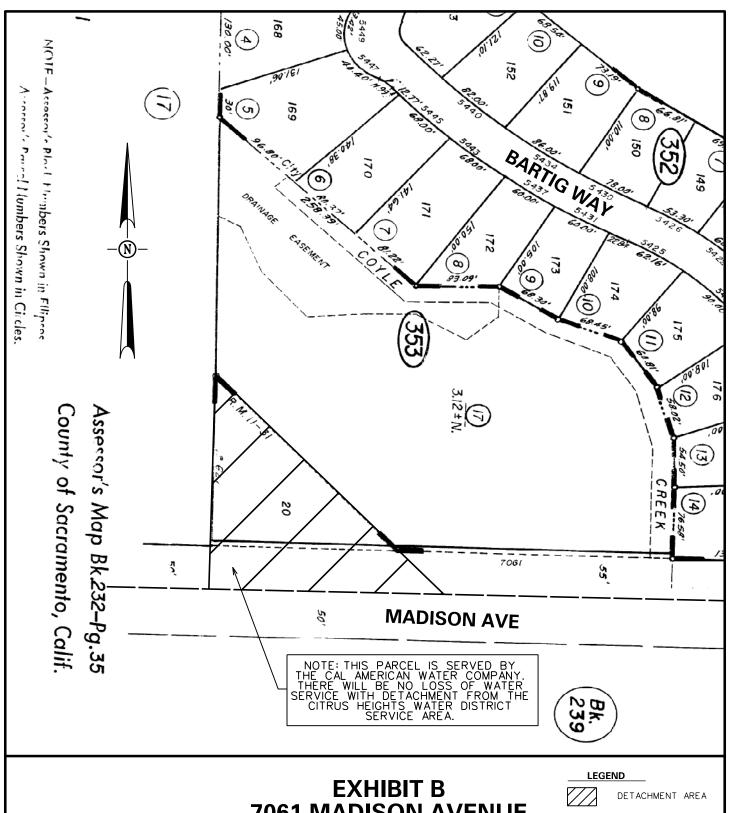
#### EXHIBIT A 7061 MADISON AVENUE DETACHMENT

COUNTY OF SACRAMENTO PORTION OF APN: 232-0353-017 23 OCTOBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 229.6 FEET OF LOT 20 AS SHOWN ON THAT PLAT ENTITLED "PLAT OF CITRUS HEIGHTS ADDITION NO. 2" RECORDED IN BOOK 11 OF MAPS, PAGE 31, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

DETACHMENT AREA CONTAINING 25,554.21 SQUARE FEET (0.587 ACRES) MORE OR LESS.



# EXHIBIT B 7061 MADISON AVENUE DETACHMENT PORTION OF

APN: 232-0353-017

**NOVEMBER 2019** 

CHWD NEW SERVICE AREA BOUNDARY LINE



**FILE ID #45** 

# **GROUP F**

File ID: **47** Acres: **-0.143** 

AFFECTED ADDRESSES			
5420* Dewey Dr			

Citrus Heights Water District

District-wide Annexation Project

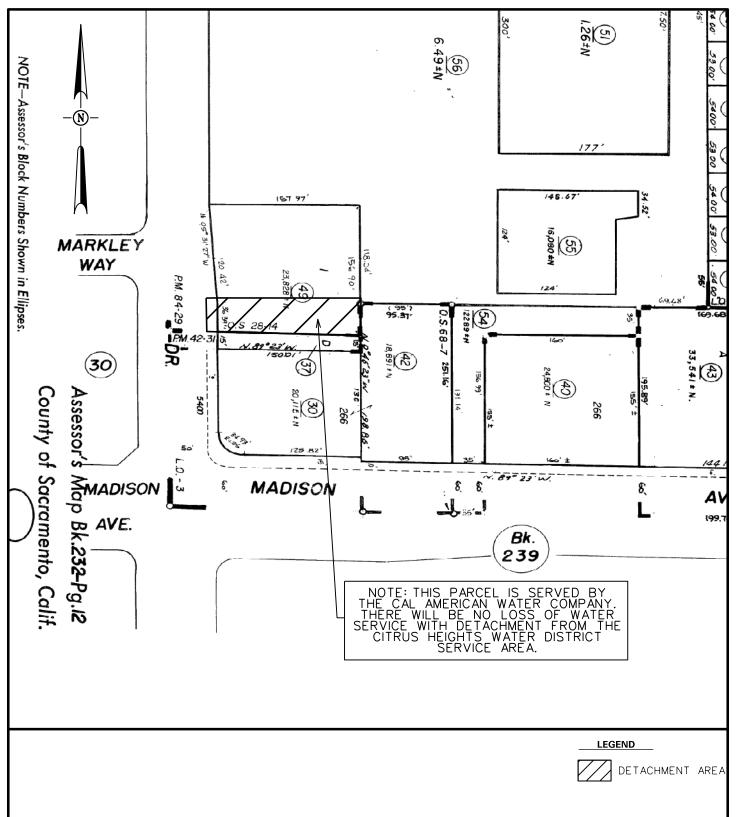
# EXHIBIT A DEWEY - MADISON LLC DETACHMENT CITY OF CITRUS HEIGHTS APN: 232-0120-049 05 NOVEMBER 2019

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL C AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 42 OF PARCEL MAPS, PAGE 31 RECORDS OF SACRAMENTO COUNTY, CALIFORNIA. SAID PARCEL BEING PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT ON AUGUST 1<sup>ST</sup>, 1961 BY KERMIT L. LINCOLN AND AUDREY LINCOLN, HIS WIFE, AND CHESTER LINCOLN AND MERILYN LINCOLN, HIS WIFE, AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT.

TOGETHER WITH THE EASTERLY 10 FEET OF DEWEY AVENUE A COUNTY ROAD, CONTIGUOUS TO THE WEST LINE OF SAID PARCEL.

DETACHMENT AREA CONTAINING 6254.08 SQUARE FEET (0.143 ACRES), MORE OR LESS.



# EXHIBIT B DEWEY - MADISON LLC DETACHMENT APN: 232-0120-049

**NOVEMBER 2019** 



# **GROUP F**

File ID: **52-1** Acres: **-0.158** 

AFFECTED ADDRESSES			
n/a Interstate 80			

Citrus Heights Water District

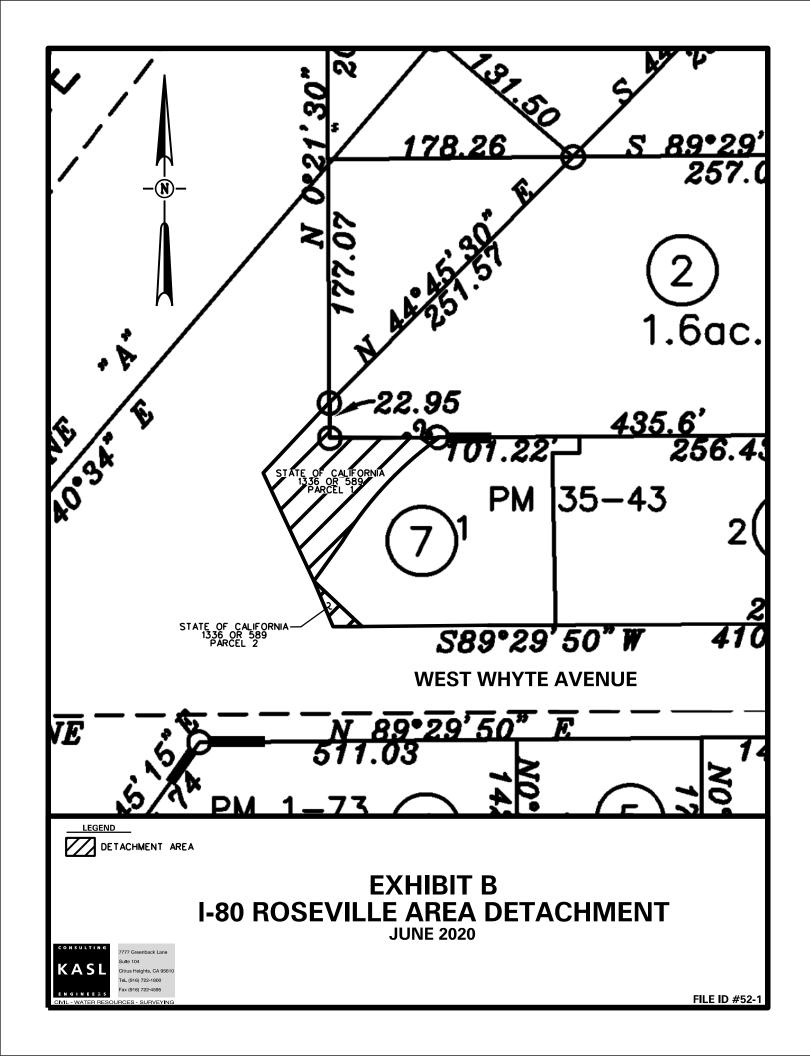
District-wide Annexation Project

# EXHIBIT A I-80 ROSEVILLE AREA DETACHMENT COUNTY OF PLACER 08 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCELS LABELED AS "STATE OF CALIFORNIA 1336 OR 589 PARCEL 1 AND 2" AS SHOWN ON THAT PARCEL MAP ENTITLED "WHYTE AVENUE AT AUBURN BOULEVARD" RECORDED IN BOOK 35 OF PARCEL MAPS, PAGE 43, RECORDS OF PLACER COUNTY, CALIFORNIA.

DETACHMENT AREA CONTAINING 6,914.25 SQUARE FEET (0.158 ACRES) MORE OR LESS.



# **GROUP F**

File ID: **52-2** Acres: **-1.637** 

AFFECTED ADDRESSES			
n/a Auburn Blvd			

Citrus Heights Water District

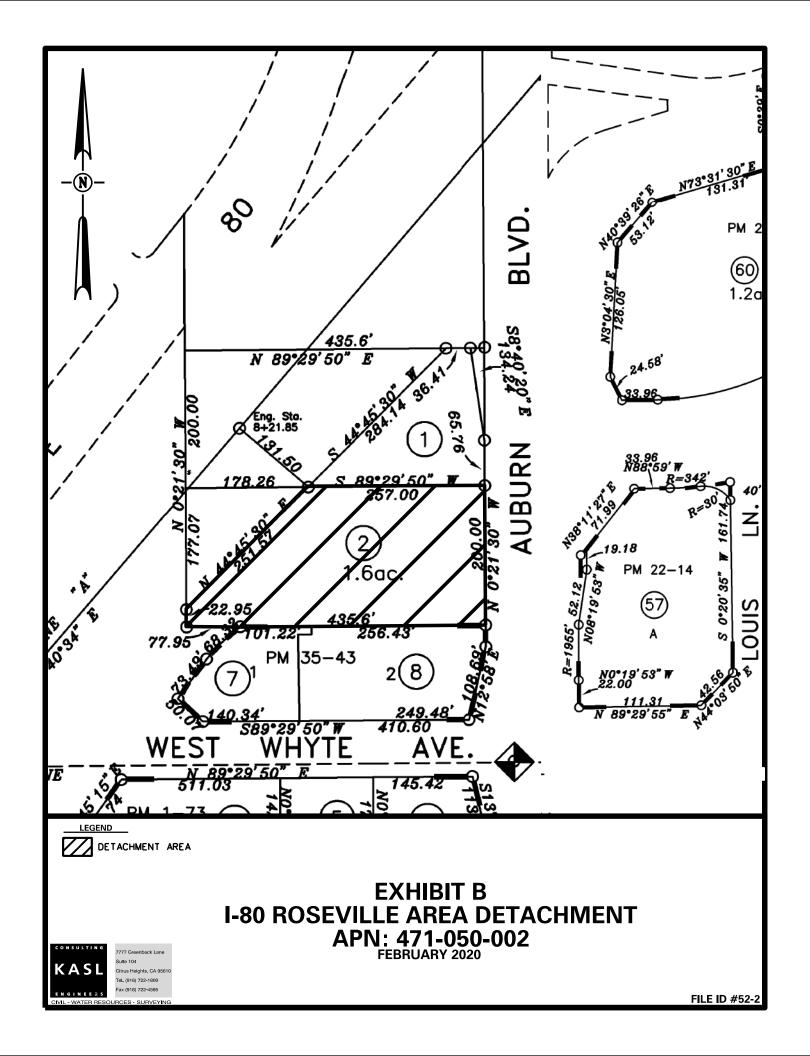
District-wide Annexation Project

# EXHIBIT A I-80 ROSEVILLE AREA DETACHMENT APN: 471-050-002 COUNTY OF PLACER 19 FEBRUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LANDS AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1116 OF OFFICIAL RECORD, PAGE 402, RECORDS OF PLACER COUNTY, CALIFORNIA.

DETACHMENT AREA CONTAINING 71,342.47 SQUARE FEET (1.637 ACRES) MORE OR LESS.



# **GROUP F**

File ID: **52-3** Acres: **-0.680** 

AFFECTED ADDRESSES			
n/a Auburn Blvd			

Citrus Heights Water District

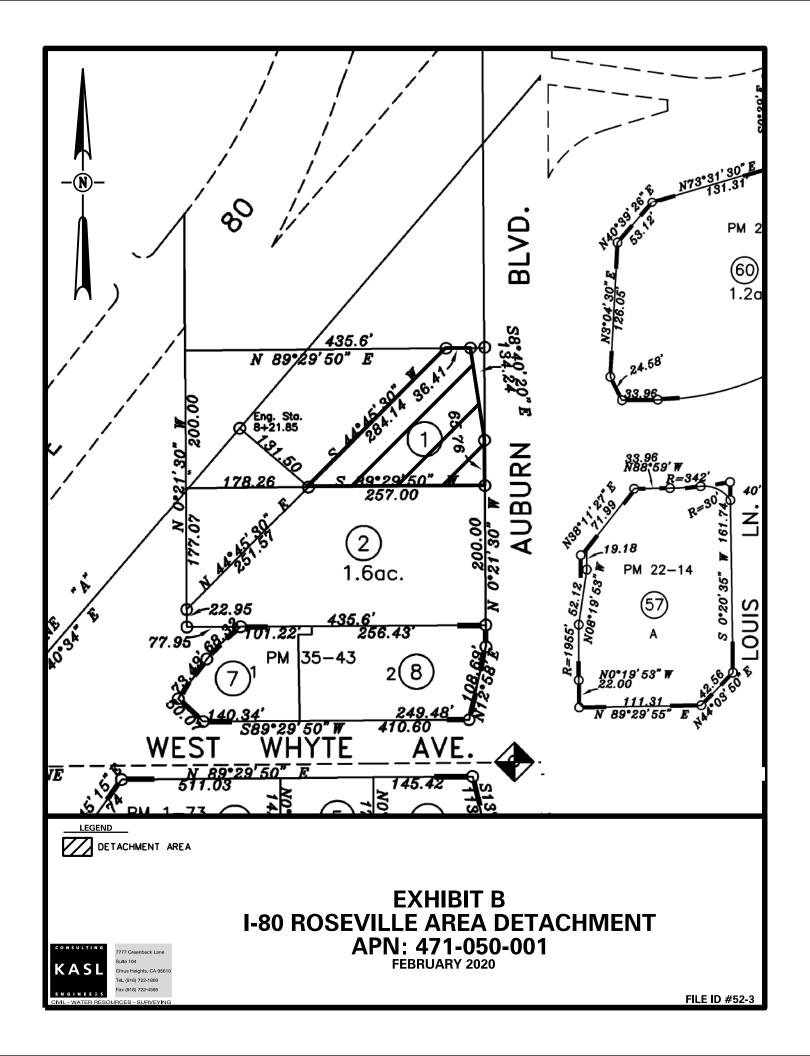
District-wide Annexation Project

# EXHIBIT A I-80 ROSEVILLE AREA DETACHMENT APN:471-050-001 COUNTY OF PLACER 19 FEBRUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LANDS AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1283 OF OFFICIAL RECORD, PAGE 76, RECORDS OF PLACER COUNTY, CALIFORNIA.

DETACHMENT AREA CONTAINING 29,657.79 SQUARE FEET (0.680 ACRES) MORE OR LESS.



# **GROUP F**

File ID: **52-4** Acres: **-0.440** 

AFFECTED ADDRESSES			
n/a Auburn Blvd			

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A I-80 ROSEVILLE AREA DETACHMENT COUNTY OF PLACER 19 FEBRUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT ON THE NORTHERLY LINE OF PARCEL A AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 23 OF PARCEL MAPS, PAGE 64, RECORDS OF PLACER COUNTY, CALIFORNIA, THENCE SOUTH 73°30'05" WEST, 36.33 FEET TO THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING ALONG SAID PARCEL SOUTH 73°30'05" WEST, 94.98 FEET;

THENCE SOUTH 40°38'01" WEST, 50.12 FEET;

THENCE SOUTH 03°03'05" WEST, 126.05 FEET;

THENCE SOUTH 26°28'38" EAST, 24.59 FEET;

THENCE LEAVING SAID PARCEL SOUTH 01°02'25" EAST, 4.65 FEET, TO A POINT ALONG LANDS PREVIOUSLY ANNEXED TO CITRUS HEIGHTS WATER DISTRICT ON SEPTEMBER 03, 1963, BY MILDRED L. WAREING AS PER THE OFFICIAL BOARD OF DIRECTORS MEETING RECORDS OF SAID DISTRICT;

THENCE SOUTH 89°23'00" WEST, 35.08 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,955.00 FEET, THROUGH A CENTRAL ANGLE OF 10°14'40" HAVING AN ARC LENGTH OF 349.56 FEET, ALSO HAVING A CHORD BEARING OF NORTH 12°32'18" EAST HAVING A LENGTH OF 349.09 FEET:

THENCE NORTH 17°39'38" EAST, 56.17 FEET;

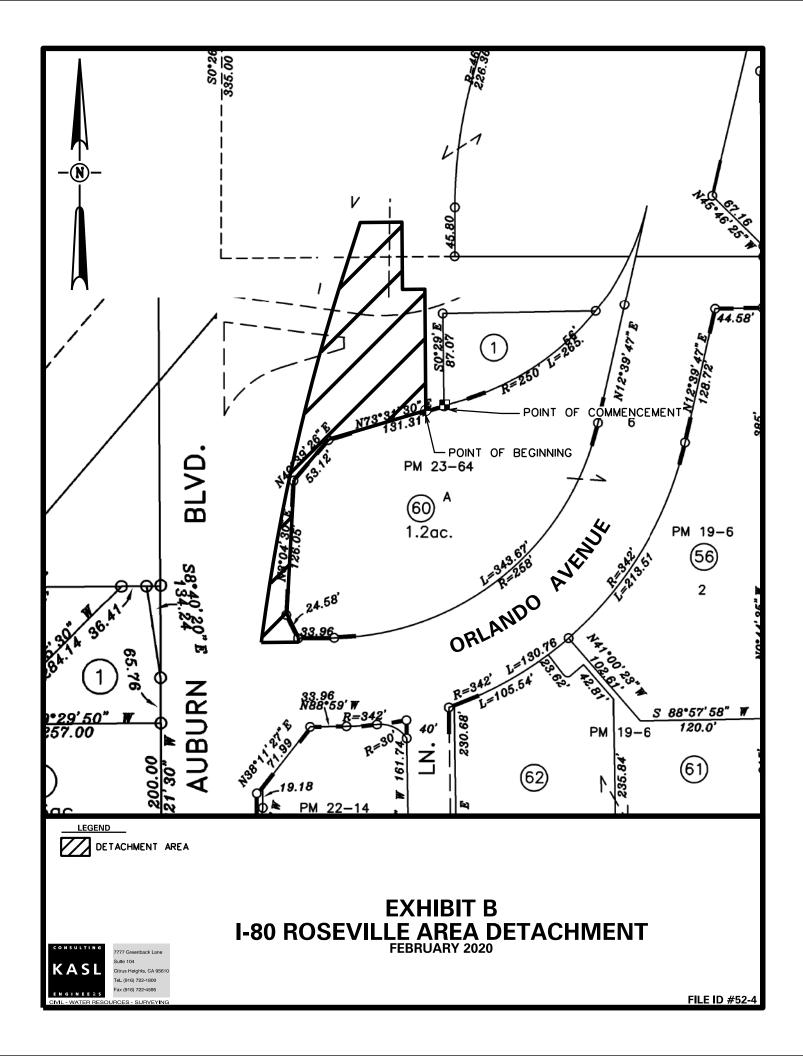
THENCE NORTH 89°23'00" EAST, 39.25 FEET;

THENCE SOUTH 00°26'30" EAST, 63.27 FEET;

THENCE NORTH 89°23'00" EAST, 21.01 FEET;

THENCE SOUTH 00°26'30" EAST, 113.76 FEET TO THE POINT OF BEGINNING.

DETACHMENT AREA CONTAINING 19,196.91 SQUARE FEET (0.440 ACRES) MORE OR LESS.



# **GROUP F**

File ID: **52-5** Acres: **-3.048** 

AFFECTED ADDRESSES			
n/a Livoti Avenue			

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A I-80 ROSEVILLE AREA DETACHMENT APN:471-030-001 COUNTY OF PLACER 19 FEBRUARY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF PARCEL 2 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 18, OF PARCEL MAPS, PAGE 46, RECORDS OF PLACER COUNTY, CALIFORNIA, SAID CORNER BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, SOUTH 00°29'00" EAST, 10.00 FEET;

THENCE SOUTH 89°23'00" WEST, 120.73 FEET;

THENCE NORTH 12°38'22" EAST, 61.19 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 14°37'08" HAVING AN ARC LENGTH OF 63.79 FEET, ALSO HAVING A CHORD BEARING OF SOUTH 19°56'56" WEST HAVING A LENGTH OF 63.61 FEET;

THENCE SOUTH 89°23'00" WEST, 161.05 FEET;

THENCE NORTH 00°26'30" WEST, 45.60 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 461.00 FEET, THROUGH A CENTRAL ANGLE OF 28°08'00" HAVING AN ARC LENGTH OF 226.36 FEET, ALSO HAVING A CHORD BEARING OF NORTH 13°37'30" EAST HAVING A LENGTH OF 224.09 FEET;

THENCE NORTH 27°41'30" EAST, 48.61 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,961.00 FEET, THROUGH A CENTRAL ANGLE OF 06°58'00" HAVING AN ARC LENGTH OF 238.44 FEET, ALSO HAVING A CHORD BEARING OF NORTH 31°10'30" EAST HAVING A LENGTH OF 238.29 FEET:

THENCE NORTH 34°39'30" EAST, 176.20 FEET;

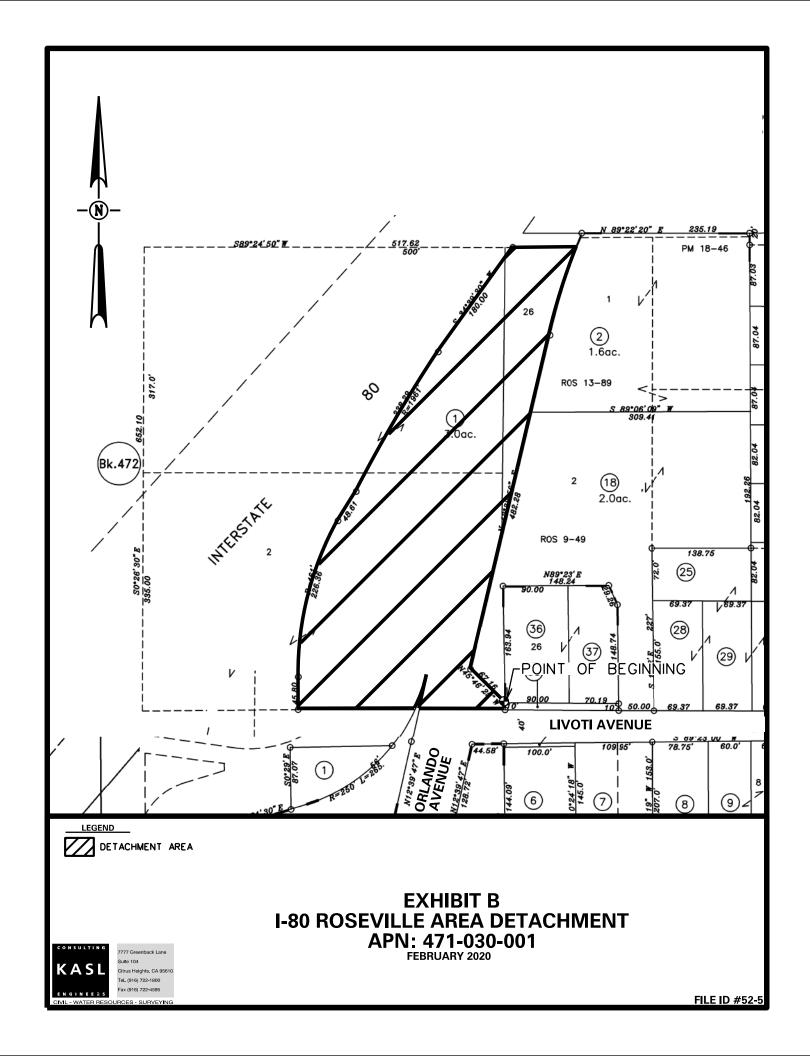
THENCE NORTH 89°23'00" EAST, 94.26 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 882.00 FEET, THROUGH A CENTRAL ANGLE OF 08°43'57" HAVING AN ARC LENGTH OF 134.43 FEET, ALSO HAVING A CHORD BEARING OF SOUTH 17°27'45" WEST HAVING A LENGTH OF 134.30 FEET;

THENCE SOUTH 13°03'51" WEST, 482.25 FEET;

THENCE SOUTH 45°45'25" EAST, 64.87 FEET TO THE POINT OF THE BEGINNING.

DETACHMENT AREA CONTAINING 132,789.334 SQUARE FEET (3.048 ACRES) MORE OR LESS.



# **GROUP F**

File ID: **52**-6 Acres: **-0.163** 

AFFECTED ADDRESSES			
n/a Livoti Avenue			

Citrus Heights Water District

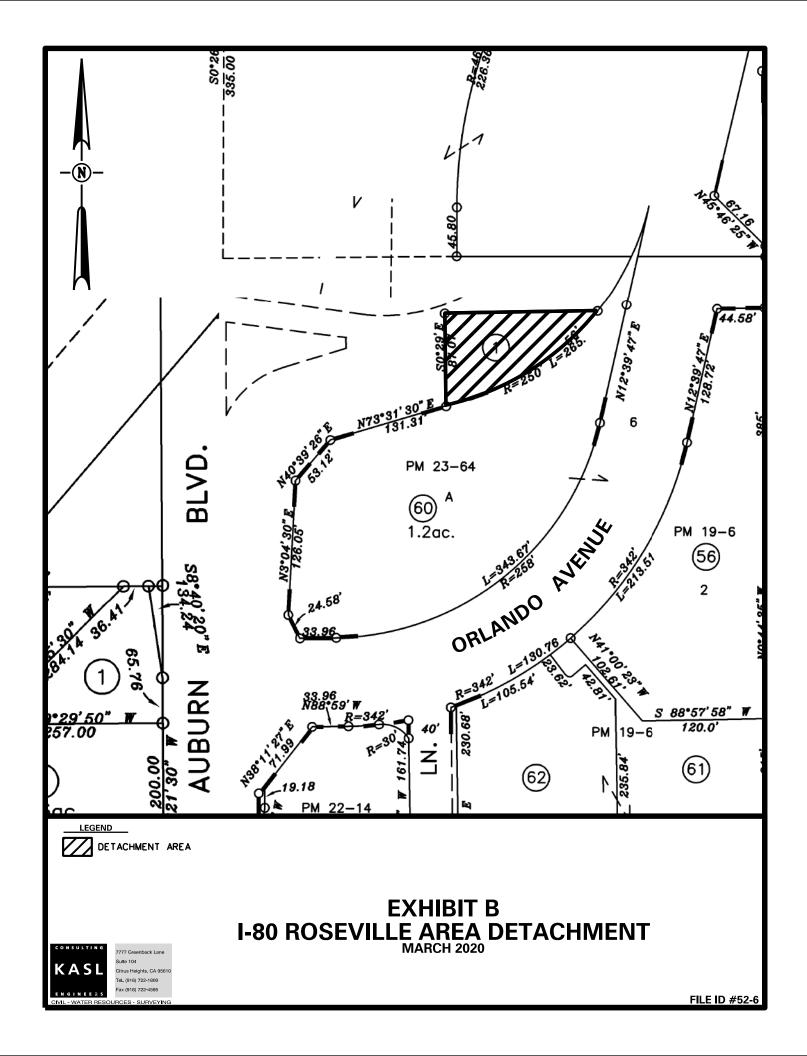
District-wide Annexation Project

# EXHIBIT A I-80 ROSEVILLE AREA DETACHMENT APN: 471-060-001 COUNTY OF PLACER 16 MARCH 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LANDS AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1208 OF OFFICIAL RECORD, PAGE 304, RECORDS OF PLACER COUNTY, CALIFORNIA.

DETACHMENT AREA CONTAINING 7,100.22 SQUARE FEET (0.163 ACRES) MORE OR LESS.



# **GROUP F**

File ID: **54** | Acres: **-1.607** 

AFFECTED ADDRESSES			
1115 Orlando Ave			

Citrus Heights Water District

District-wide Annexation Project

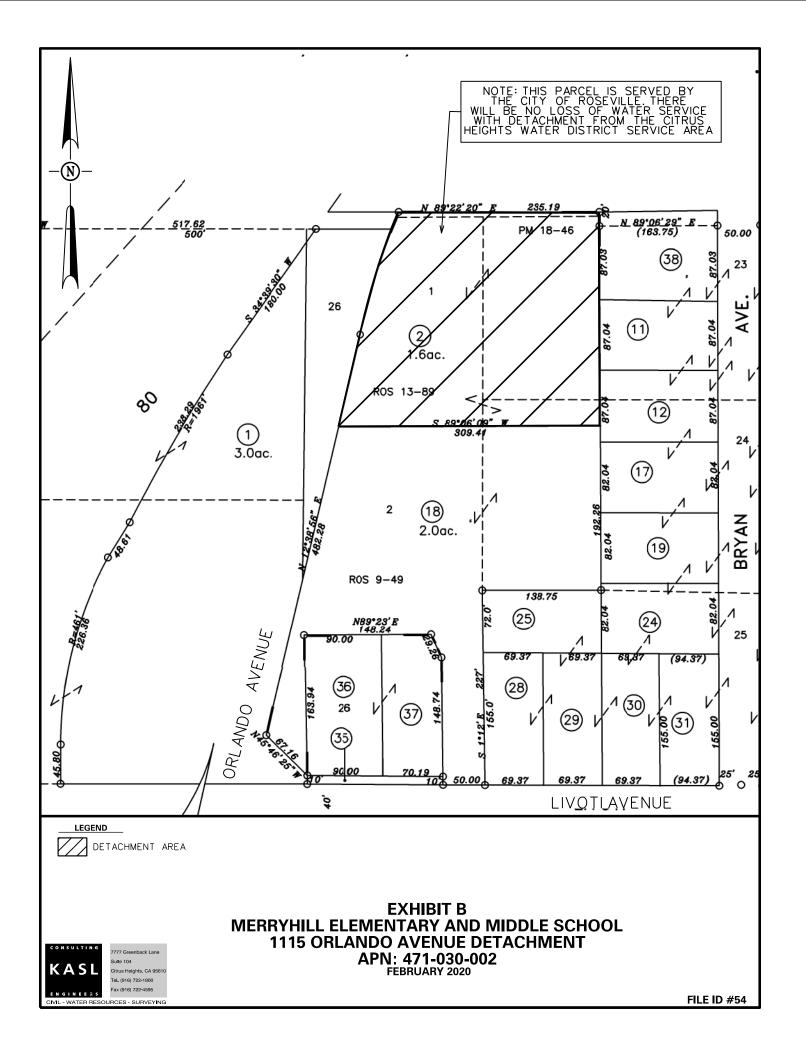
# EXHIBIT A MERRYHILL ELEMENTARY AND MIDDLE SCHOOL 1115 ORLANDO AVENUE DETACHMENT

APN: 471-030-002 COUNTY OF PLACER 16 MARCH 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LANDS AS DESCRIBED IN THAT DEED RECORDED IN BOOK 2013 OF OFFICIAL RECORD, PAGE 0084244, RECORDS OF PLACER COUNTY, CALIFORNIA.

DETACHMENT AREA CONTAINING 70,026.86 SQUARE FEET (1.607 ACRES) MORE OR LESS.



# **GROUP F**

File ID: **55** | Acres: **-0.655** 

AFFECTED ADDRESSES			
8211 Country Lake Dr			

Citrus Heights Water District

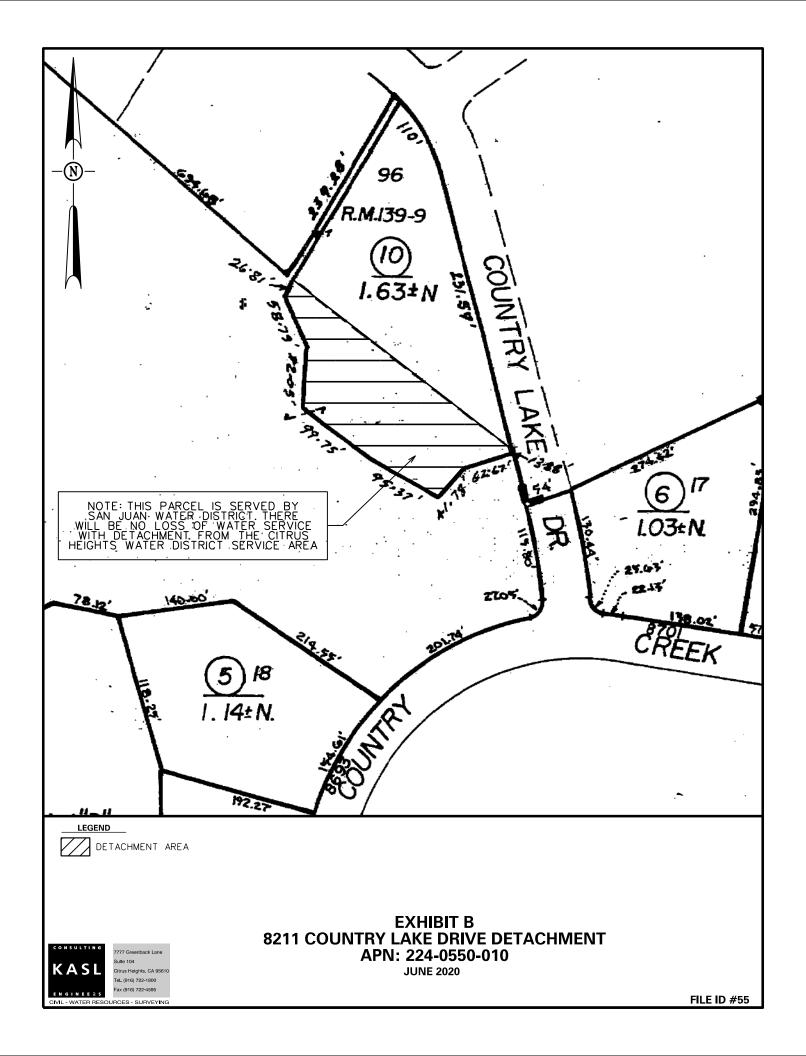
District-wide Annexation Project

# EXHIBIT A 8211 COUNTRY LAKE DRIVE DETACHMENT APN: 224-0550-010 COUNTY OF SACRAMENTO 01 JUNE 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LANDS AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20031014 OF OFFICIAL RECORD, PAGE 2917, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

DETACHMENT AREA CONTAINING 28,553.04 SQUARE FEET (0.655 ACRES) MORE OR LESS.



# **GROUP F**

File ID: **56** | Acres: **-0.102** 

AFFECTED ADDRESSES			
6389 Navion Dr			

# Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A 6389 NAVION DRIVE DETACHMENT APN: 211-0570-039 CITY OF CITRUS HEIGHTS 18 MAY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF LOT C AS SHOWN ON THAT PLAT ENTITLED "TWIN CREEKS UNIT NO. 2" RECORDED IN BOOK 99 OF MAPS, PAGE 23, RECORDS OF SACRAMENTO COUNTY, SAID CORNER ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING SOUTH 42°30'33" EAST, 88.50 FEET;

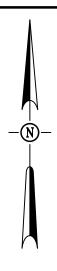
THENCE SOUTH 89°26'26" WEST, 64.80 FEET;

THENCE NORTH 18°03'11" EAST, 23.55 FEET;

THENCE NORTH 16°46'40" WEST, 34.43 FEET;

THENCE NORTH 36°00'00" EAST, 13.00 FEET TO THE SAID POINT OF BEGINNING.

DETACHMENT AREA CONTAINING 4,464.61 SQUARE FEET (0.102 ACRES) MORE OR LESS.

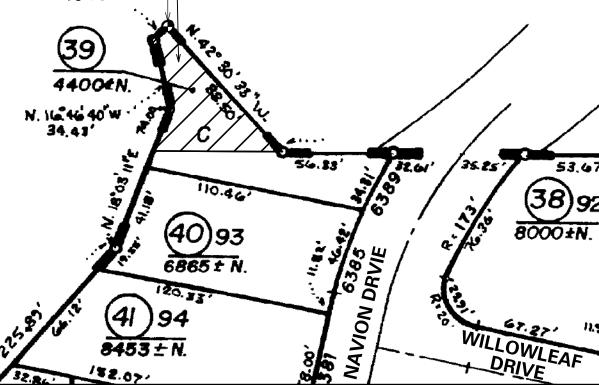


NOTE: THIS PARCEL IS SERVED BY
THE CAL AMERICAN WATER
COMPANY AND IS A CAL AMERICAN
WATER COMPANY WELL SITE. THERE
WILL BE NO LOSS OF WATER SERVICE
WITH DETACHMENT FROM THE CITRUS
HEIGHTS WATER DISTRICT SERVICE AREA

POR. SEC. 27, TI

POINT OF BEGINNING

N. 36 00'E.



LEGEND

DETACHMENT AREA

EXHIBIT B
6389 NAVION DRIVE DETACHMENT
APN: 211-0570-039
MAY 2020



# **GROUP F**

File ID: **57** | Acres: **-0.154** 

AFFECTED ADDRESSES			
n/a Interstate 80			

Citrus Heights Water District

District-wide Annexation Project

# EXHIBIT A I-80 DETACHMENT CITY OF CITRUS HEIGHTS 18 MAY 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF LOT C AS SHOWN ON THAT PLAT ENTITLED "TWIN CREEKS UNIT NO. 2" RECORDED IN BOOK 99 OF MAPS, PAGE 23, RECORDS OF SACRAMENTO COUNTY, SAID CORNER ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING SOUTH 42°30'33" EAST, 37.41 FEET;

THENCE SOUTH 36°00'00" WEST, 13.00 FEET;

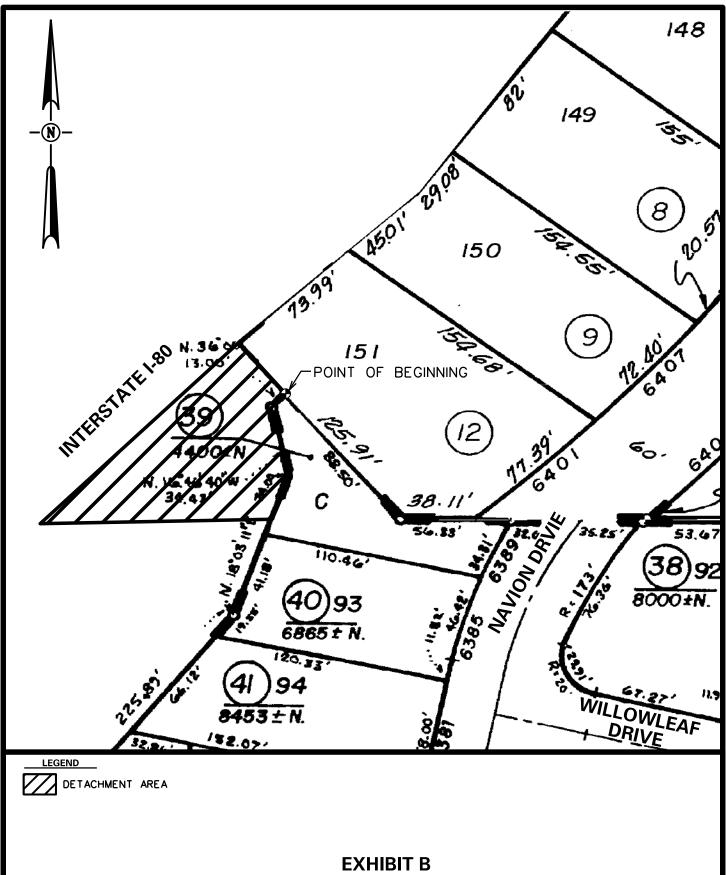
THENCE SOUTH 16°46'40" EAST, 34.43 FEET;

THENCE SOUTH 18°03'11" WEST, 23.55 FEET;

THENCE SOUTH 89°26'20" WEST, 123.55 FEET;

THENCE NORTH 47°29'27" EAST, 140.09 FEET TO THE SAID POINT OF BEGINNING.

DETACHMENT AREA CONTAINING 6,692.88 SQUARE FEET (0.154 ACRES) MORE OR LESS.



7777 Greenback Lane
Sulte 104
Girus Heights, CA 95610
Tel. (916) 722-1800
Fax (916) 722-4595
CIVIL - WATER RESOURCES - SURVEYING

EXHIBIT B
PORTION OF ANTELOPE I-80
TRUCK SCALE DETACHMENT
MAY 2020

**FILE ID #57** 

# **GROUP F**

File ID: **58** | Acres: **-0.039** 

AFFECTED ADDRESSES			
7517 Stoneridge Way			

Citrus Heights Water District

District-wide Annexation Project

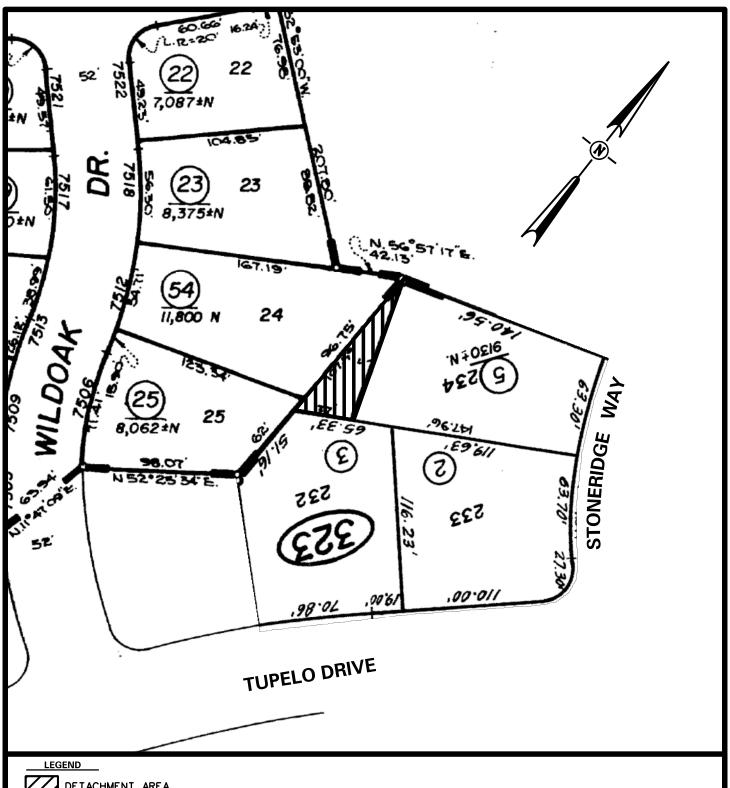
# EXHIBIT A 7517 STONERIDGE WAY DETACHMENT CITY OF CITRUS HEIGHTS

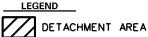
APN: 209-0323-005 29 SEPTEMBER 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL "A" AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20130227 OF OFFICIAL RECORD, PAGE 0088, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

ANNEXATION AREA CONTAINING 1,717.46 SQUARE FEET (0.039 ACRES), MORE OR LESS.





**EXHIBIT B 7517 STONERIDGE WAY DETACHMENT** APN: 209-0323-005 **SEPTEMBER 2020** 



# **ATTACHMENT 2**

# RESOLUTION 18-2020 CITRUS HEIGHTS WATER DISTRICT UPDATED SERVICE AREA BOUNDARY

#### **RESOLUTION 18-2020**

#### RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT FOR CITRUS HEIGHTS WATER DISTRICT UPDATED SERVICE AREA BOUNDARY

WHEREAS, the CITRUS HEIGHTS WATER DISTRICT has identified the desire to update the CITRUS HEIGHTS WATER DISTRICT service area boundary and create an official boundary; and

WHEREAS, the CITRUS HEIGHTS WATER DISTRICT Board of Directors approved a Professional Services Agreement with KASL Consulting Engineers at the July 17, 2019 Board meeting for the CITRUS HEIGHTS WATER DISTRICT District-wide Annexation Project; and

WHEREAS, one of the scope of work items of the CITRUS HEIGHTS WATER DISTRICT District-wide Annexation Project was to prepare legal descriptions and acreage calculations for the perimeter boundary of the District's service area; and

WHEREAS, said legal descriptions and accompanying map create an official service area and discreet boundary for the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT that the boundary described below be, and it is, adopted as the official CITRUS HEIGHTS WATER DISTRICT Service Area.

Said territory is described in the included attachment:

Service Area Boundary Descriptions-Acreage Calculations-Maps

PASSED AND ADOPTED by the Board of Directors of CITRUS HEIGHTS WATER DISTRICT, this 16<sup>th</sup> day of December, 2020, by the following vote, to wit:

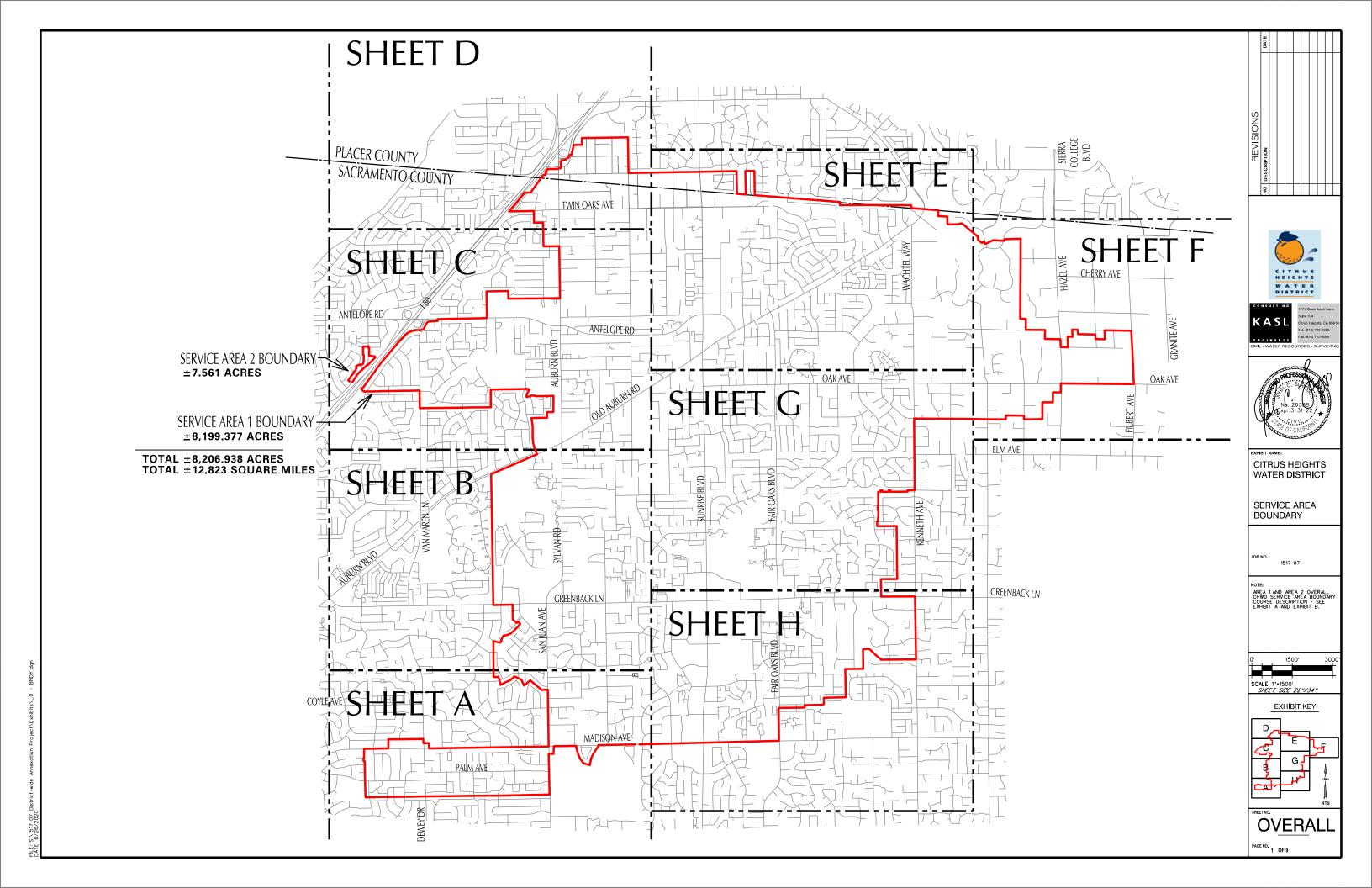
AYES: Directors: NOES: Directors: ABSENT: Directors:

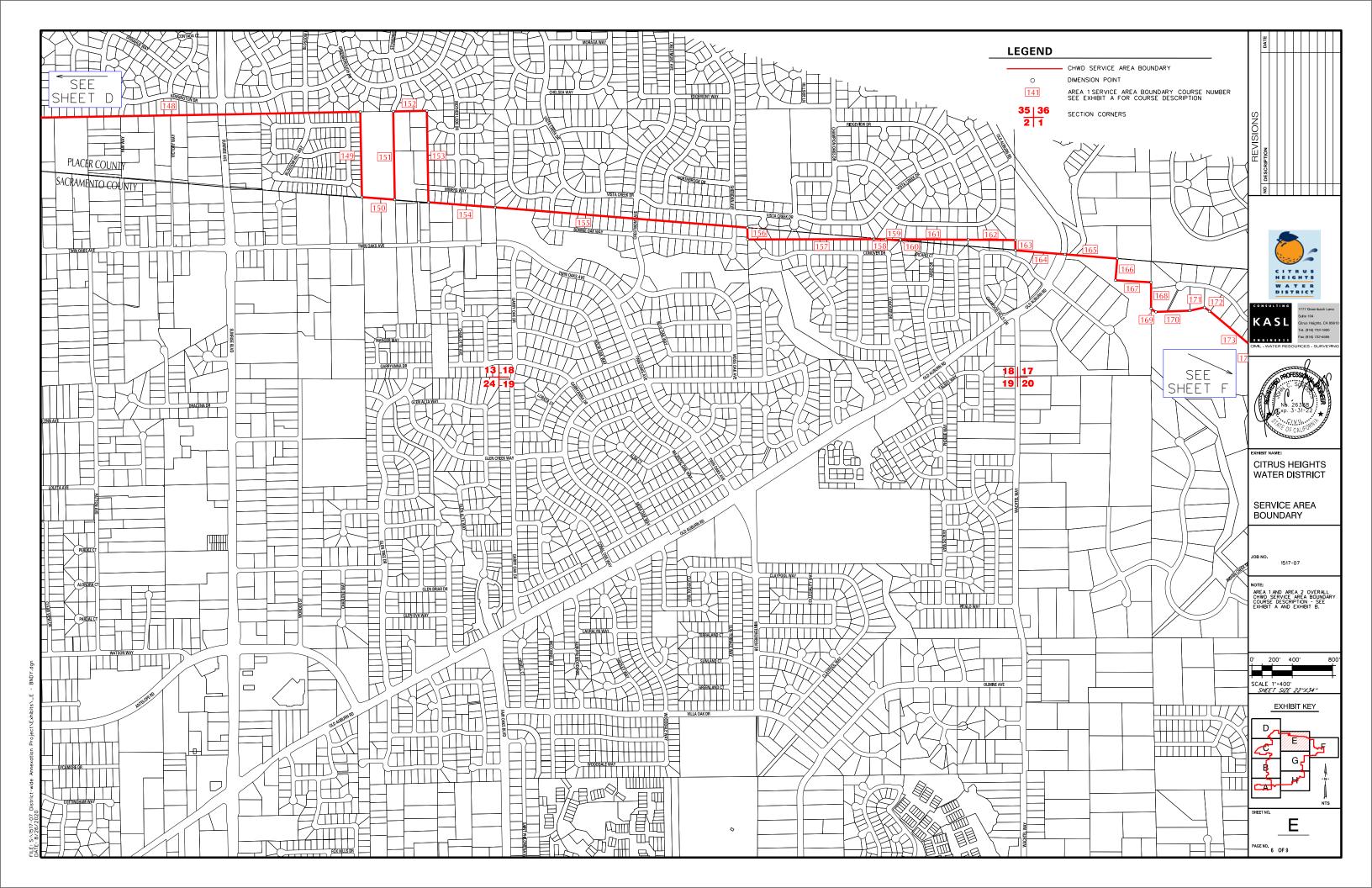
**SEAL** 

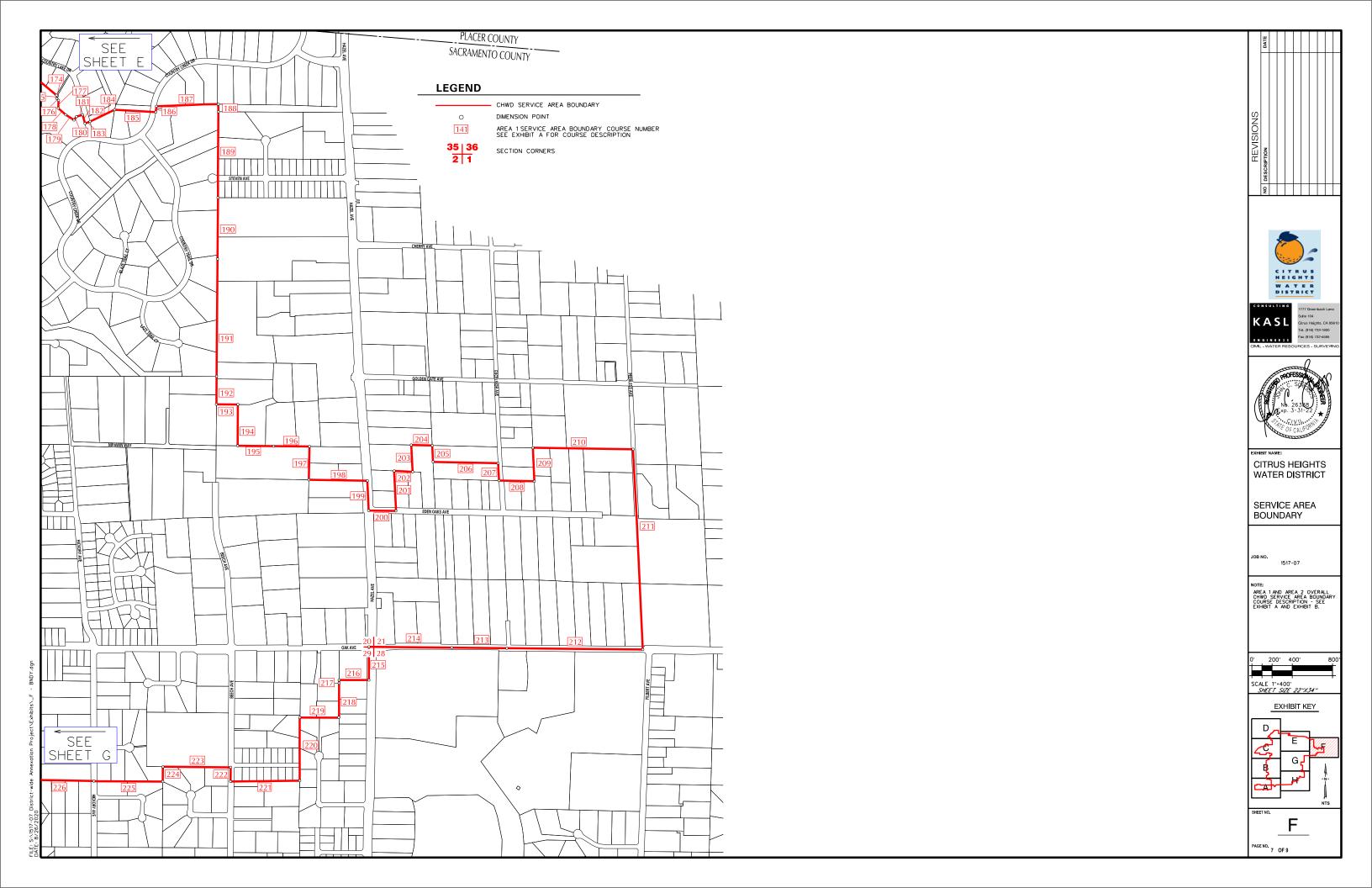
RAYMOND RIEHLE, President Board of Directors Citrus Heights Water District

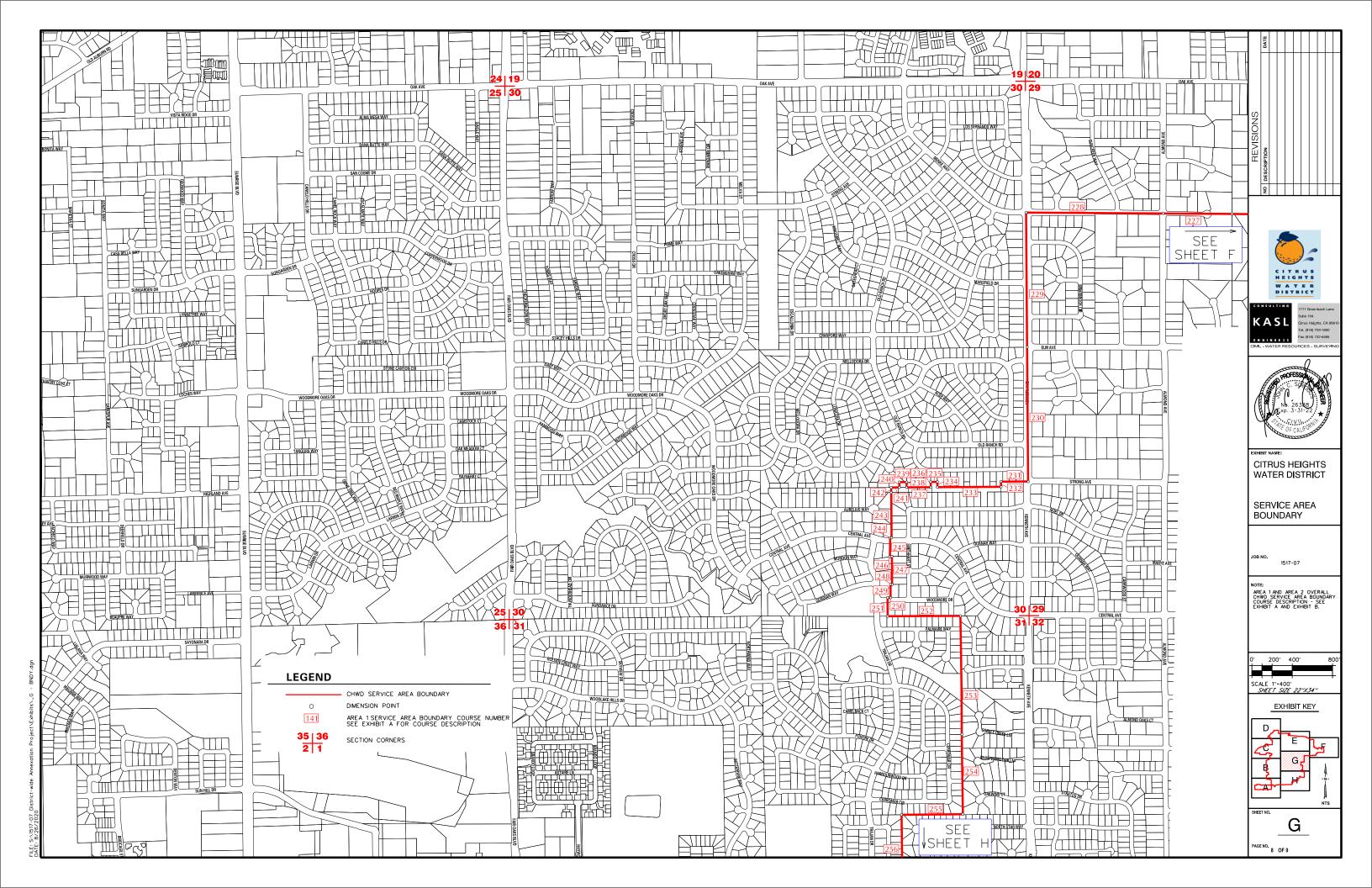
I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 18-2020 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held December 16, 2020.

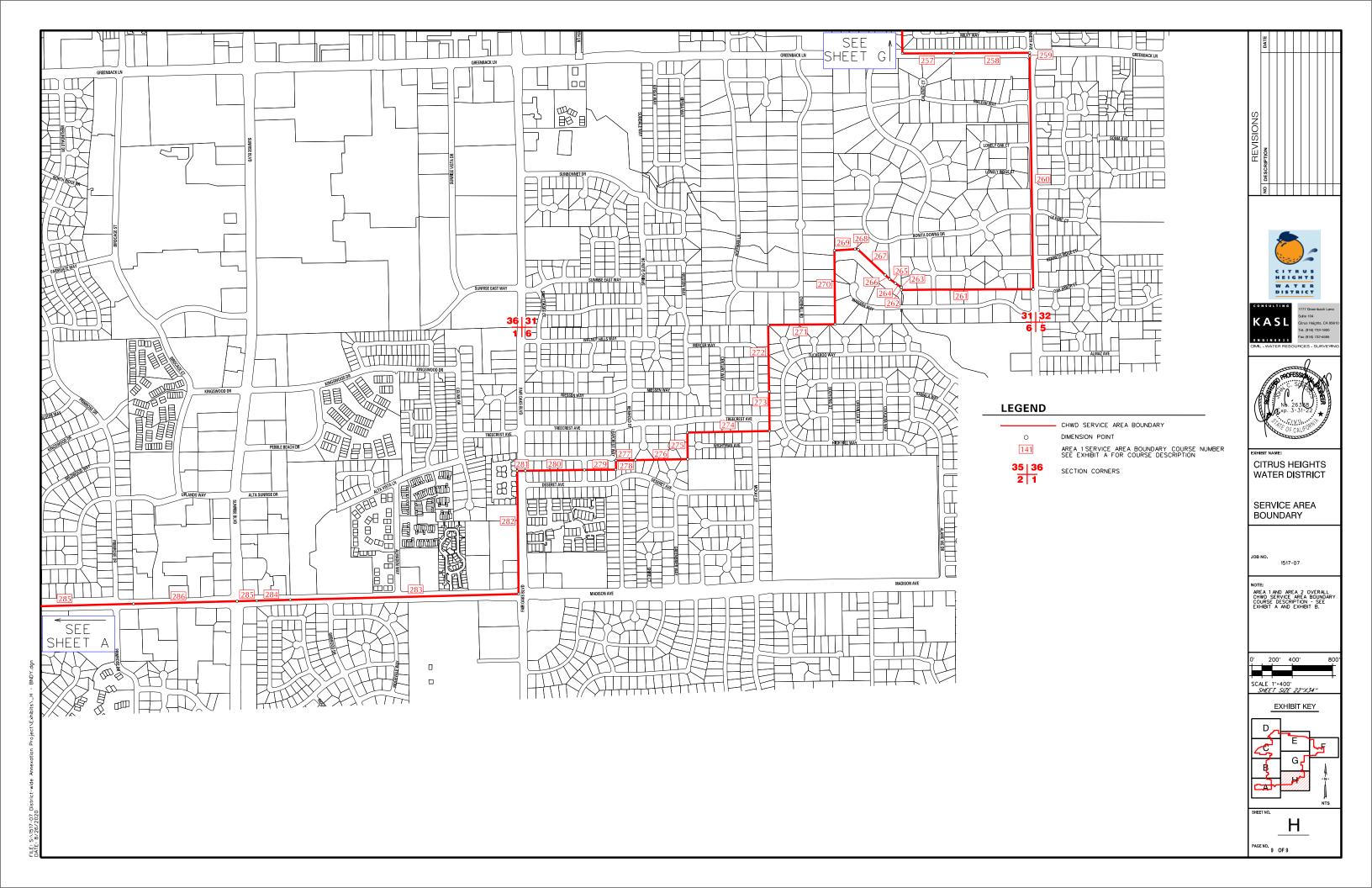
MADELINE HENRY, Chief Board Clerk Citrus Heights Water District











# CITRUS HEIGHTS WATER DISTRICT DISTRICT BOUNDARY

# EXHIBIT A SERVICE AREA 1 OVERALL CHWD BOUNDARY AUGUST 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO AND THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 39 AS SHOWN ON THAT PLAT ENTITLED "CITRUS HEIGHTS" RECORDED IN BOOK 10 OF MAPS, PAGE 07, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, CORNER ALSO BEING THE QUARTER CORNER COMMON TO SECTIONS 1 AND 2, T.9 N., R.6 E., M.D.B&M.

COURSE 1. THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PLAT, SAID SOUTH LINE ALSO BEING THE CENTERLINE OF MADISON AVENUE, A SACRAMENTO COUNTY AND CITY OF CITRUS HEIGHTS ROAD TO A POINT PERPENDICULAR WITH THE NORTHEAST CORNER OF LOT 27 AS SHOWN ON THAT PLAT ENTITLED "NORTHRIDGE COUNTRY CLUB ESTATES UNIT NO. 2" RECORDED IN BOOK 35 OF MAPS, PAGE 02, RECORDS OF SAID COUNTY;

<u>COURSE 2.</u> THENCE LEAVING SAID CENTERLINE SOUTH 00°16'55" EAST, 50.00 FEET TO SAID NORTHEAST CORNER OF SAID LOT 27:

COURSE 3. THENCE SOUTH 34°53'20" WEST, 343.62 FEET;

COURSE 4. THENCE SOUTH 25°39'10" WEST, 168.88 FEET;

COURSE 5. THENCE SOUTH 12°37'30" WEST, 250.90 FEET;

COURSE 6. THENCE NORTH 71°20'30" WEST, 246.69 FEET;

COURSE 7. THENCE NORTH 34°49'50" WEST, 199.04 FEET;

COURSE 8. THENCE NORTH 21°47'30" WEST, 194.00 FEET;

COURSE 9. THENCE NORTH 16°08'40" WEST, 262.82 FEET TO THE NORTHWEST CORNER OF LOT 15 AS SHOWN ON SAID MAP:

COURSE 10. THENCE NORTH 00°16'55" WEST, 50.00 FEET, TO A POINT ALONG THE SOUTH LINE OF SAID PLAT ENTITLED "CITRUS HEIGHTS", SAID POINT BEING ON SAID CENTERLINE;

COURSE 11. THENCE WESTERLY ALONG SAID SOUTH LINE TO POINT OF INTERSECTION WITH THE PROLONGATION OF THE EASTERLY LINE OF LANDS AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20200203 OF OFFICIAL RECORD, PAGE 1162 RECORDS OF SAID COUNTY:

COURSE 12. THENCE SOUTH 00°59'27" EAST, 60.00 FEET;

COURSE 13. THENCE SOUTH 12°21'05" WEST, 65.00 FEET;

COURSE 14. THENCE SOUTH 00°59'27" EAST, 146.75 FEET;

COURSE 15. THENCE SOUTH 89°01'40" WEST, 160.00 FEET TO A POINT ON THE CENTERLINE OF SAN JUAN AVENUE, A COUNTY ROAD, SAID POINT ALSO BEING ON THE EAST LINE OF LOT 21 AS SHOWN ON THAT PLAT ENTITLED "CITRUS HEIGHTS ADDITION NO. 2" RECORDED IN BOOK 11 OF MAPS, PAGE 31, RECORDS OF SAID COUNTY:

COURSE 16. THENCE SOUTHERLY ALONG SAID EAST LINE, 1,514.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 24 AS SHOWN ON SAID PLAT:

COURSE 17. THENCE WESTERLY, 6,860.3 FEET TO THE SOUTHWEST CORNER OF LOT 19 AS SHOWN ON THAT PLAT ENTITLED "CITRUS HEIGHTS ADDITION" RECORDED IN BOOK 11 OF MAPS, PAGE 17, RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 8 AS SHOWN ON THAT PLAT ENTITLED "LORETTA TERRACES" RECORDED IN BOOK 80 OF MAPS, PAGE 10, RECORDS OF SAID COUNTY:

COURSE 18. THENCE NORTH 00°53'00" WEST, 1,330.70 FEET MORE OR LESS ALONG THE WEST LINE OF SAID PLAT AND THE WEST LINE OF SAID "CITRUS HEIGHTS ADDITION" TO A POINT ON THE SOUTH LINE OF LOT 5 AS SHOWN ON THAT PLAT ENTITLED "CENTURION MADISON" RECORDED IN BOOK 104 OF MAPS, PAGE 26, RECORDS OF SAID COUNTY;

COURSE 19. THENCE NORTH 89°59'45" WEST, 36.22 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5:

COURSE 20. THENCE NORTH 00°00'15" EAST, 101.99 FEET;

COURSE 21. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 43°49'48" HAVING AN ARC LENGTH OF 38.25 FEET, ALSO HAVING A CHORD BEARING OF NORTH 67°14'33" EAST HAVING A LENGTH OF 37.32 FEET;

COURSE 22. THENCE NORTH 00°53'00" WEST, 339.45 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 1 OF SAID "CITRUS HEIGHTS ADDITION", SAID CORNER ALSO BEING ALONG THE CENTERLINE OF MADISON AVENUE, A COUNTY ROAD;

COURSE 23. THENCE EASTERLY ALONG THE NORTH LINE OF SAID "CITRUS HEIGHTS ADDITION" AND THE CENTERLINE OF SAID MADISON AVENUE TO THE SOUTHWEST CORNER OF LOT A AS SHOWN ON THAT PLAT ENTITLED "MERRIHILL UNIT NO. 6 ANNEX" RECORDED IN BOOK 59 OF MAPS, PAGE 09, RECORDS OF SAID COUNTY;

COURSE 24. THENCE NORTH 02°50'15" WEST, 355.63 FEET ALONG THE WEST LINE OF SAID PLAT TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MARKLEY WAY, A COUNTY ROAD;

<u>COURSE 25.</u> THENCE NORTH 87°55'25" EAST, 1,320.00 FEET MORE OR LESS ALONG SAID RIGHT OF WAY LINE OF SAID MARKLEY WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF DEWEY DRIVE, A COUNTY ROAD;

COURSE 26. THENCE SOUTHERLY ALONG SAID CENTERLINE OF DEWEY DRIVE, 149.30 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT D AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 42 OF PARCEL MAPS, PAGE 31, RECORDS OF SAID COUNTY;

COURSE 27. THENCE SOUTH 89°23'00" EAST, 200.01 FEET TO THE NORTHEAST CORNER OF SAID LOT D:

COURSE 28. THENCE SOUTH 00°46'23" EAST, 210.00 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MADISON AVENUE, A COUNTY ROAD, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID "CITRUS HEIGHTS ADDITION";

COURSE 29. THENCE EASTERLY ALONG SAID CENTERLINE OF SAID MADISON AVENUE 4,460.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 21 AS SHOWN ON SAID "CITRUS HEIGHTS ADDITION NO. 2" SAID CORNER ALSO BEING THE INTERSECTION OF SAID MADISON AVENUE AND SAID SAN JUAN AVENUE, COUNTY AND CITY ROADS;

COURSE 30. THENCE NORTH 00°39'15" WEST, 2,108.57 FEET ALONG THE CENTERLINE OF SAID SAN JUAN AVENUE TO THE NORTHEASTERLY BOUNDARY CORNER AS SHOWN ON PLAT ENTITLED "CAPELL HEIGHTS UNIT NO. 1" RECORDED IN BOOK 60 OF MAPS, PAGE 30, RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING THE SOUTHEASTERLY CORNER OF "CREEKWOOD ESTATES" AS SHOWN ON THAT PLAT RECORDED IN BOOK 79 OF MAPS, PAGE 30, RECORDS OF SAID COUNTY;

COURSE 31. THENCE SOUTH 89°20'45" WEST, 181.94 FEET;

COURSE 32. THENCE SOUTH 55°13'00" WEST, 30.13 FEET;

COURSE 33. THENCE NORTH 51°08'00" WEST, 258.00 FEET;

COURSE 34. THENCE NORTH 48°54'00" WEST, 322.00 FEET;

COURSE 35. THENCE SOUTH 51°57'00" WEST, 310.00 FEET;

COURSE 36. THENCE NORTH 23°31'00" WEST, 236.00 FEET;

COURSE 37. THENCE NORTH 64°26'00" WEST, 285.00 FEET;

COURSE 38. THENCE SOUTH 47°15'00" WEST, 200.00 FEET;

COURSE 39. THENCE SOUTH 67°13'00" WEST, 238.00 FEET;

COURSE 40. THENCE SOUTH 62°10'00" WEST, 161.00 FEET;

COURSE 41. THENCE NORTH 15°43'00" WEST, 314.00 FEET;

COURSE 42. THENCE SOUTH 69°49'00" WEST, 67.00 FEET;

COURSE 43. THENCE NORTH 79°32'01" WEST, 121.43 FEET TO THE SOUTHWEST CORNER OF LOT 34 OF SAID "CREEKWOOD ESTATES", SAID POINT ALSO BEING THE SECTION CORNER COMMON TO SECTIONS 2 AND 3, T.9 N., R.6 E., M.D.B&M AND SECTIONS 34 AND 35, T.10 N., R.6 E., M.D.B&M;

COURSE 44. THENCE NORTH 00°11'55" EAST, 1,181.02 FEET TO THE NORTHWESTERLY CORNER OF LOT C OF SAID "CREEKWOOD ESTATES":

COURSE 45. THENCE NORTH 00°20'25" EAST, 145.98 FEET TO THE NORTHWESTERLY CORNER OF LOT A AS SHOWN ON THAT PLAT ENTITLED "SHADOWOOD NO. 3" RECORDED IN BOOK 147 OF MAPS, PAGE 13, RECORDS OF SAID COUNTY;

COURSE 46. THENCE SOUTH 71°07'04" EAST, 162.37 FEET;

COURSE 47. THENCE SOUTH 81°15'00" EAST, 99.55 FEET;

COURSE 48. THENCE NORTH 17°00'00" EAST, 114.49 FEET;

COURSE 49. THENCE NORTH 29°15'00" EAST, 166.00 FEET;

COURSE 50. THENCE NORTH 76°28'00" EAST, 134.08 FEET;

COURSE 51. THENCE NORTH 69°15'55" EAST, 162.81 FEET TO THE NORTHWESTERLY CORNER OF LOT 7A OF SAID "SHADOWOOD NO. 3";

COURSE 52. THENCE NORTH 52°30'00" EAST, 163.12 FEET TO THE NORTHEASTERLY CORNER OF LOT A AS SHOWN ON THAT PLAT ENTITLED "SHADOWOOD NO. 2" RECORDED IN BOOK 129 OF MAPS, PAGE 22, RECORDS OF SAID COUNTY:

COURSE 53. THENCE NORTH 40°42'40" EAST, 169.48 FEET TO A POINT ON THE CENTERLINE OF ROWAN WAY, A CITY ROAD;

COURSE 54. THENCE CONTINUING NORTH 40°42' 40" EAST, 161.00 FEET TO THE NORTHERNMOST CORNER OF LOT 5B AS SHOWN ON THAT PARCEL MAP ENTITLED "GREEN JUAN ESTATES UNIT NO. 1" RECORDED IN BOOK 4 OF PARCEL MAPS, PAGE 21, RECORDS OF SAID COUNTY;

<u>COURSE 55.</u> THENCE NORTH 45°24'30" WEST, 119.91 FEET TO A POINT ON THE CENTERLINE OF GRADY DRIVE, A CITY ROAD;

<u>COURSE 56.</u> THENCE ALONG SAID CENTERLINE OF GRADY DRIVE, SOUTH 43°48'15" WEST, 59.63 FEET;

COURSE 57. THENCE NORTH 46°59'20" WEST, 195.00 FEET;

COURSE 58. THENCE NORTH 00°53'15" WEST, 547.32 FEET TO A POINT IN GREENBACK LANE, A CITY ROAD;

COURSE 59. THENCE SOUTH 89°09'01" WEST, 711.45 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35;

COURSE 60. THENCE ALONG THE WEST LINE OF SAID SECTION 35, NORTH 01°00'49" WEST, 2,653.27 FEET TO THE SECTION CORNER COMMON TO SECTIONS 26, 27, 34, AND 35 T.10 N., R.6 E., M.D.B&M;

COURSE 61. THENCE ALONG THE WEST LINE OF SAID SECTION 26, NORTH 00°10'09" WEST, 2,202.00 FEET TO A POINT ON THE CENTERLINE OF AUBURN BOULEVARD, A CITY ROAD;

COURSE 62. THENCE NORTHEASTERLY, 1,878.60 FEET MORE OR LESS ALONG SAID CENTERLINE OF AUBURN BOULEVARD TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE EAST LINE OF LOT 173 AS SHOWN ON THAT PLAT ENTITLED "SYLVAN PARK UNIT NO. 3" RECORDED IN BOOK 49 OF MAPS, PAGE 18, RECORDS OF SAID COUNTY;

COURSE 63. THENCE NORTH 23°08'00" WEST, 107.08 FEET;

COURSE 64. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,450.06 FEET, THROUGH A CENTRAL ANGLE OF 23°08'00" HAVING AN ARC LENGTH OF 585.47 FEET, ALSO HAVING A CHORD BEARING OF NORTH 11°34'00" WEST HAVING A LENGTH OF 581.50 FEET;

COURSE 65. THENCE NORTH, 292.00 FEET;

COURSE 66. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,319.55 FEET, THROUGH A CENTRAL ANGLE OF 16°22'00" HAVING AN ARC LENGTH OF 376.93 FEET, ALSO HAVING A CHORD BEARING OF NORTH 08°11'00" WEST HAVING A LENGTH OF 375.65 FEET;

COURSE 67. THENCE NORTH 16°01'27" WEST, 15.15 FEET TO THE NORTHEAST CORNER OF LOT 177 AS SHOWN ON THAT PLAT ENTITLED "SYLVAN PARK UNIT NO. 4" RECORDED IN BOOK 54 OF MAPS, PAGE 24, RECORDS OF SAID COUNTY;

COURSE 68. THENCE NORTH 89°31'28" EAST, 596.38 FEET TO THE SOUTHEASTERLY CORNER OF LOT 310 AS SHOWN ON THAT PLAT ENTITLED "SYLVAN PARK UNIT NO. 5" RECORDED IN BOOK 58 OF MAPS, PAGE 17, RECORDS OF SAID COUNTY:

COURSE 69. THENCE NORTH 00°28'32" WEST, 207.73 FEET;

COURSE 70. THENCE NORTH 89°22'10" EAST, 237.31 FEET;

COURSE 71. THENCE NORTH 01°48'00" EAST, 602.59 FEET TO THE NORTHEAST CORNER OF LOT 323 AS SHOWN ON SAID PLAT:

COURSE 72. THENCE NORTH 88°12'00" WEST, 109.89 FEET;

COURSE 73. THENCE SOUTH 82°22'20" WEST, 42.58 FEET;

COURSE 74. THENCE SOUTH 89°26'00" WEST, 73.33 FEET;

COURSE 75. THENCE SOUTH 59°26'00" WEST, 40.41 FEET;

COURSE 76. THENCE NORTH 60°34'00" WEST, 40.41 FEET;

COURSE 77. THENCE SOUTH 89°26'00" WEST, 417.00 FEET;

COURSE 78. THENCE NORTH 00°34'00" WEST, 25.00 FEET;

COURSE 79. THENCE SOUTH 89°26'00" WEST, 162.00 FEET;

COURSE 80. THENCE SOUTH 00°34'00" EAST, 30.00 FEET;

COURSE 81. THENCE SOUTH 89°26'00" WEST, 93.00 FEET;

COURSE 82. THENCE SOUTH 54°06'46" WEST, 34.48 FEET TO THE NORTHWESTERLY CORNER OF LOT 361 AS SHOWN ON SAID PLAT;

COURSE 83. THENCE NORTH 65°00'40" WEST, 29.41 FEET TO THE SOUTHEAST CORNER OF LOT 1 AS SHOWN ON THAT PLAT ENTITLED "MESA MEADOWS" RECORDED IN BOOK 184 OF MAPS, PAGE 15, RECORDS OF SAID COUNTY;

COURSE 84. THENCE NORTH 09°53'43" EAST, 99.57 FEET;

COURSE 85. THENCE NORTH 31°30'32" EAST, 198.73 FEET TO THE SOUTHEAST CORNER OF LOT 6 AS SHOWN ON SAID PLAT;

COURSE 86. THENCE NORTH 77°12'50" WEST, 128.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6:

COURSE 87. THENCE SOUTH 00°48'47" EAST, 11.98 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 26;

COURSE 88. THENCE SOUTH 89°26'40" WEST, 1,318.85 FEET ALONG SAID NORTH LINE TO THE SECTION CORNER COMMON TO SECTIONS 22, 23, 27, AND 26, T.10 N., R.6 E., M.D.B&M, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 106 AS SHOWN ON THAT PLAT ENTITLED "PETERSON TRACT UNIT 2" RECORDED IN BOOK 49 OF MAPS, PAGE 06, RECORDS OF SAID COUNTY;

COURSE 89. THENCE SOUTH 00°04'00" WEST, 655.71 FEET TO THE SOUTHEAST CORNER OF LOT 101 AS SHOWN ON SAID PLAT;

COURSE 90. THENCE SOUTH 89°38'00" WEST, 1,147.82 FEET TO THE SOUTHWEST CORNER OF LOT 88 AS SHOWN ON SAID PLAT;

COURSE 91. THENCE CONTINUING SOUTH 89°38'00" WEST, 1,510.00 FEET TO THE SOUTHWEST CORNER OF UNIT 1 AS SHOWN ON THAT PLAT ENTITLED "PETERSON TRACT UNIT NO. 1" RECORDED IN BOOK 47 OF MAPS, PAGE 30, RECORDS OF SAID COUNTY:

COURSE 92. THENCE NORTH 00°09'20" EAST, 655.72 FEET TO THE NORTHWEST CORNER OF UNIT NO. 1 AS SHOWN ON SAID PLAT, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27:

COURSE 93. THENCE SOUTH 89°26'20" WEST, 812.00 FEET TO THE SOUTHWEST CORNER OF LOT 11 AS SHOWN ON THAT PLAT ENTITLED "VERNE TRACT UNIT 1" RECORDED IN BOOK 50 OF MAPS, PAGE 21, RECORDS OF SAID COUNTY;

COURSE 94. THENCE CONTINUING SOUTH 89°26'20" WEST, 1,255.86 FEET TO THE SOUTHWESTERLY CORNER OF LOT 151 AS SHOWN ON THAT PLAT ENTITLED "VERNE TRACT UNIT NO. 3" RECORDED IN BOOK 55 OF MAPS, PAGE 34, RECORDS OF SAID COUNTY;

COURSE 95. THENCE NORTH 42°30'33" WEST, 125.91 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 151;

COURSE 96. THENCE NORTH 47°29'27" EAST, 119.00 FEET;

COURSE 97. THENCE NORTH 36°08'52" EAST, 1,103.27 FEET;

COURSE 98. THENCE NORTH 40°34'00" EAST, 306.24 FEET TO THE NORTH-WESTERLY CORNER OF LOT 132 AS SHOWN ON SAID PLAT, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF LOT 131 AS SHOWN ON THAT PLAT ENTITLED "VERNE TRACT UNIT NO. 2" RECORDED IN BOOK 50 OF MAPS, PAGE 30, RECORDS OF SAID COUNTY;

COURSE 99. THENCE NORTH 40°34'00" EAST, 1,043.00 FEET;

COURSE 100. THENCE NORTH 60°50'37" EAST, 303.03 FEET;

COURSE 101. THENCE NORTH 81°59'57" EAST, 216.74 FEET TO THE NORTHEAST CORNER OF LOT 112 OF SAID "VERNE TRACT UNIT NO. 2"

COURSE 102. THENCE SOUTH 87°58'41" EAST, 78.60 FEET;

COURSE 103. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 63°06'40" HAVING AN ARC LENGTH OF 220.30 FEET, ALSO HAVING A CHORD BEARING OF NORTH 60°05'24" EAST HAVING A LENGTH OF 209.33 FEET;

COURSE 104. THENCE NORTH 28°09'28" EAST, 152.29 FEET;

COURSE 105. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 54°06'30" HAVING AN ARC

LENGTH OF 141.66 FEET, ALSO HAVING A CHORD BEARING OF NORTH 55°15'03" EAST HAVING A LENGTH OF 136.45 FEET;

COURSE 106. THENCE NORTH 82°20'38" EAST, 44.63 FEET TO THE NORTHWEST CORNER OF PARCEL A AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 65 OF PARCEL MAPS, PAGE 13, RECORDS OF SAID COUNTY;

COURSE 107. THENCE CONTINUING NORTH 82°20'38" EAST, 216.00 FEET;

COURSE 108. THENCE NORTH 89°28'07" EAST, 69.77 FEET;

COURSE 109. THENCE NORTH 00°22'25" WEST, 68.25 FEET TO A POINT ON THE CENTERLINE OF ANTELOPE ROAD, A CITY ROAD;

COURSE 110. THENCE NORTH 89°37'35" EAST, 131.27 FEET ALONG SAID CENTERLINE TO THE INTERSECTION OF SAID ANTELOPE ROAD AND GARDEN GATE DRIVE, A CITY ROAD, AS SHOWN ON THAT PLAT ENTITLED "GREGORY GARDENS" RECORDED IN BOOK 55 OF MAPS, PAGE 16, RECORDS OF SAID COUNTY:

COURSE 111. THENCE CONTINUING NORTH 89°37'35" EAST, 1,680.93 FEET ALONG SAID CENTERLINE OF ANTELOPE ROAD TO THE SOUTHEAST CORNER OF UNIT NO. 2 AS SHOWN ON THAT PLAT ENTITLED "GRAND OAKS UNIT NO. 2" RECORDED IN BOOK 47 OF MAPS, PAGE 28, RECORDS OF SAID COUNTY;

COURSE 112. THENCE NORTH 00°29'00" WEST, 1,000.00 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 261 AS SHOWN ON SAID PLAT;

COURSE 113. THENCE NORTH 89°31'00" EAST, 810.58 FEET;

COURSE 114. THENCE SOUTH 00°29'00" EAST, 288.76 FEET;

COURSE 115. THENCE NORTH 89°41'10" EAST, 1,892.20 FEET MORE OR LESS TO A POINT ON SAID SECTION 23 CENTER SECTION LINE AS SHOWN ON THAT PLAT ENTITLED "GRAND OAKS UNIT NO. 1" RECORDED IN BOOK 44 OF MAPS, PAGE 27, RECORDS OF SAID COUNTY;

COURSE 116. THENCE NORTH 00°09'30" EAST, 1,929.60 FEET MORE OR LESS ALONG SAID CENTER SECTION LINE TO THE NORTH QUARTER CORNER OF SECTION 23 AS SHOWN ON SAID PLAT;

COURSE 117. THENCE ALONG THE NORTH LINE OF SAID SECTION 23 SOUTH 89°41'10" WEST, 603.45 FEET TO A POINT ALONG THE NORTH LINE OF LOT 169 AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 173 AS SHOWN ON THAT PLAT ENTITLED "NORTH GRAND OAKS" RECORDED IN BOOK 60 OF MAPS, PAGE 32, RECORDS OF SAID COUNTY;

COURSE 118. THENCE NORTH 01°06'40" WEST, 884.37 FEET;

COURSE 119. THENCE SOUTH 89°32'04" WEST, 338.20 FEET TO THE NORTHWEST CORNER OF LOT 149 AS SHOWN ON SAID PLAT;

COURSE 120. THENCE NORTH 00°20'36" WEST, 435.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 138 AS SHOWN ON SAID PLAT;

COURSE 121. THENCE SOUTH 89°32'04" WEST, 912.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 124 AS SHOWN ON SAID PLAT;

COURSE 122. THENCE NORTH 37°42'15" EAST, 178.17 FEET;

COURSE 123. THENCE NORTH 40°34'00" EAST, 729.01 FEET TO THE NORTHWEST CORNER LOT 3 AS SHOWN ON THAT PLAT ENTITLED "STONEHEDGE CONDOMINIUMS" RECORDED IN BOOK 145 OF MAPS, PAGE 09, RECORDS OF SAID COUNTY;

COURSE 124. THENCE NORTH 89°29'50" EAST, 230.50 FEET;

COURSE 125. THENCE NORTH 35°45'15" EAST, 793.65 FEET TO THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 04 OF PARCEL MAPS, PAGE 32, RECORDS OF SAID COUNTY;

COURSE 126. THENCE NORTH 89°29'53" EAST, 99.85 FEET;

COURSE127. THENCE NORTH 00°21'30" WEST, 80.00 FEET TO THE SOUTHWEST CORNER OF STATE OF CALIFORNIA PARCEL 2 AS SHOWN ON THAT PARCEL MAP ENTITLED "WHYTE AVE AT AUBURN BLVD" RECORDED IN BOOK 35 OF PARCEL MAPS, PAGE 43, RECORDS OF PLACER COUNTY, CALIFORNIA;

COURSE 128. THENCE NORTH 89°29'50" EAST, 20.77 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP;

COURSE 129. THENCE NORTH 46°43'34" WEST, 50.07 FEET;

COURSE 130. THENCE NORTH 35°47'26" EAST, 73.49 FEET;

COURSE 131. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET, THROUGH A CENTRAL ANGLE OF 13°29'59" HAVING AN ARC LENGTH OF 68.33 FEET, ALSO HAVING A CHORD BEARING OF NORTH 46°54'50" EAST HAVING A LENGTH OF 68.17 FEET:

COURSE 132. THENCE NORTH 89°29'50" EAST, 357.65 FEET;

COURSE 133. THENCE NORTHEASTERLY, 141.10 FEET MORE OR LESS TO THE NORTHWEST CORNER OF PARCEL A AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 22 OF PARCEL MAPS, PAGE 14, RECORDS OF SAID COUNTY;

COURSE 134. THENCE NORTHERLY, 84.00 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL A AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 23 OF PARCEL MAPS, PAGE 64, RECORDS OF SAID COUNTY;

COURSE 135. THENCE NORTH 26°27'13" WEST, 24.58 FEET;

COURSE 136. THENCE NORTH 03°04'30" EAST, 126.05 FEET;

COURSE 137. THENCE NORTH 40°39'26" EAST, 50.12 FEET;

COURSE 138. THENCE NORTH 73°31'30" EAST, 131.31 FEET;

COURSE 139. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 60°51'43" HAVING AN ARC LENGTH OF 265.56 FEET, ALSO HAVING A CHORD BEARING OF NORTH 43°07'16" EAST HAVING A LENGTH OF 253.26 FEET TO THE NORTHERLY CORNER OF PARCEL A AS SHOWN ON SAID PARCEL MAP;

COURSE 140. THENCE PERPENDICULAR SOUTHEASTERLY FROM SAID CORNER, 42.00 FEET TO THE CENTERLINE OF ORLANDO AVENUE, A CITY OF ROSEVILLE ROAD;

COURSE 141. THENCE NORTHEASTERLY ALONG SAID CENTERLINE, 10.20 FEET MORE OR LESS TO A POINT ALONG SAID CENTERLINE AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 19 OF PARCEL MAPS, PAGE 06, RECORDS OF SAID COUNTY;

COURSE 142. THENCE SOUTH 77°20'11" EAST, 18.00 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL 2 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 18 OF PARCEL MAPS, PAGE 46, RECORDS OF SAID COUNTY;

COURSE 143. THENCE NORTH 13°03'51" EAST, 374.06 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 2, SAID CORNER BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID ORLANDO AVENUE;

COURSE 144. THENCE NORTH 89°22'20" EAST, 309.41 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2:

COURSE 145. THENCE NORTH 00°12'00" WEST, 253.00 FEET TO THE NORTHEAST CORNER OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP;

COURSE 146. THENCE NORTHEASTERLY, 1,714.70 FEET MORE OR LESS ALONG THE NORTH BOUNDARY LINE TO THE NORTHEAST BOUNDARY CORNER OF THAT PLAT ENTITLED "LIVOTI TRACT" RECORDED IN BOOK E OF MAPS, PAGE 05, RECORDS OF SAID COUNTY;

<u>COURSE 147.</u> THENCE SOUTHERLY, 1,332.60 FEET MORE OR LESS ALONG THE EAST BOUNDARY LINE TO THE SOUTHEAST BOUNDARY CORNER OF SAID PLAT;

COURSE 148. THENCE EASTERLY, 4,028.60 FEET MORE OR LESS ALONG THE NORTH BOUNDARY LINE TO THE NORTHWEST CORNER OF LOT 170 AS SHOWN ON THAT PLAT ENTITLED "CITRUS HEIGHTS ADDITION NO. 8" RECORDED IN BOOK 12 OF MAPS, PAGE 42, RECORDS OF SACRAMENTO COUNTY,

CALIFORNIA, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 11 AS SHOWN ON THAT PLAT ENTITLED "CIRBY RANCH UNIT NO. 4" RECORDED IN BOOK O OF MAPS, PAGE 57, RECORDS OF PLACER COUNTY;

COURSE 149. THENCE SOUTHERLY, 818.00 FEET MORE OR LESS ALONG THE WEST LINE OF SAID LOT 170 AND THE EASTERLY BOUNDARY OF SAID "CIRBY RANCH UNIT NO. 4" TO A POINT OF INTERSECTION WITH THE SACRAMENTO COUNTY AND PLACER COUNTY LINE AS SHOWN ON SAID PLATS;

COURSE 150. THENCE SOUTHEASTERLY, 331.40 FEET MORE OR LESS ALONG THE SACRAMENTO COUNTY AND PLACER COUNTY LINE TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 170 AS SHOWN ON SAID PLAT OF "CITRUS HEIGHTS ADDITION NO. 8";

<u>COURSE 151.</u> THENCE NORTHERLY, 848.70 FEET MORE OR LESS ALONG THE EAST LINE OF SAID LOT 170 TO THE NORTHEAST CORNER OF SAID LOT AS SHOWN ON SAID PLAT:

COURSE 152. THENCE EASTERLY, 330.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 171 AS SHOWN ON SAID PLAT;

COURSE 153. THENCE SOUTHERLY ALONG THE EAST LINE SAID LOT 171 TO THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 53 OF PARCEL MAPS, PAGE 36, RECORDS OF SACRAMENTO COUNTY:

COURSE 154. THENCE SOUTH 84°41'17" EAST, 666.13 FEET TO THE NORTHWEST BOUNDARY CORNER AS SHOWN ON THAT PLAT ENTITLED "OAK CREEK" RECORDED IN BOOK 99 OF MAPS, PAGE 09, RECORDS OF SAID COUNTY;

COURSE 155. THENCE SOUTH 85°24'01" EAST, 2,512.34 FEET TO THE NORTHEAST CORNER LOT 421 AS SHOWN ON THAT PLAT ENTITLED "OAK CREEK UNIT NO. 6" RECORDED IN BOOK 117 OF MAPS, PAGE 03, RECORDS OF SAID COUNTY:

COURSE 156. THENCE SOUTH 01°19'45" EAST, 114.29 FEET TO THE NORTHWEST CORNER OF LOT 100 AS SHOWN ON THAT PLAT ENTITLED "WILLOW OAK UNIT NO. 2" RECORDED IN BOOK 117 OF MAPS, PAGE 13, RECORDS OF SAID COUNTY:

COURSE 157. THENCE SOUTH 89°57'18" EAST, 1,249.33 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 23 AS SHOWN ON THAT PLAT ENTITLED "BAYWOOD MEADOWS" RECORDED IN BOOK 114 OF MAPS, PAGE 06, RECORDS OF SACRAMENTO COUNTY;

COURSE 158. THENCE SOUTH 89°42'20" EAST, 117.03 FEET;

<u>COURSE 159.</u> THENCE SOUTH 84°55'35" EAST, 150.17 FEET TO THE NORTHEAST CORNER OF LOT 20 AS SHOWN ON SAID PLAT;

COURSE 160. THENCE NORTH 07°53'12" WEST, 12.64 FEET TO THE NORTHWEST CORNER PARCEL 1 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 25 PARCEL MAPS, PAGE 20, RECORDS OF SACRAMENTO COUNTY;

COURSE 161. THENCE SOUTH 89°11'54" EAST, 671.17 FEET TO THE NORTHEAST CORNER OF PARCEL 1 AS SHOWN ON SAID PLAT;

COURSE 162. THENCE SOUTH 88°58'14" EAST, 474.40 FEET TO THE NORTHEAST CORNER OF LOT 10 AS SHOWN ON THAT PLAT ENTITLED "WOODRIDGE HILLS" RECORDED IN BOOK 242 OF MAPS, PAGE 07, RECORDS OF SAID COUNTY:

COURSE 163. THENCE ALONG THE EAST BOUNDARY LINE OF SAID LOT 10, SOUTH 00°01'40" EAST, 97.09 FEET TO A POINT OF INTERSECTION WITH THE SACRAMENTO COUNTY AND PLACER COUNTY LINE AS SHOWN ON SAID PLAT;

COURSE 164. THENCE ALONG SAID COUNTY LINE SOUTH 84°44'52" EAST, 519.23 FEET TO AN 8"X8" GRANITE MONUMENT AS SHOWN ON THAT PLAT ENTITLED "LINDA CREEK ESTATES" RECORDED IN BOOK 124 OF MAPS, PAGE 03, RECORDS OF SAID COUNTY:

COURSE 165. THENCE ALONG SAID COUNTY LINE SOUTH 84°51'09" EAST, 466.12 FEET;

COURSE 166. THENCE SOUTH 03°18'20" WEST, 210.94 FEET;

COURSE 167. THENCE SOUTH 86°31'09" EAST, 374.99 FEET TO THE NORTHEAST CORNER OF LOT A AS SHOWN ON SAID PLAT;

COURSE 168. THENCE SOUTH 00°38'48" WEST, 260.12 FEET TO THE NORTHWESTERLY CORNER OF LOT A AS SHOWN ON THAT PLAT ENTITLED "WOODBRIDGE RANCH UNIT NO. 1" RECORDED IN BOOK 119 OF MAPS, PAGE 01, RECORDS OF SAID COUNTY;

COURSE 169. THENCE SOUTH 54°27'36" EAST, 66.10 FEET;

COURSE 170. THENCE NORTH 88°10'00" EAST, 323.00 FEET;

COURSE 171. THENCE NORTH 78°40'00" EAST, 150.00 FEET;

COURSE 172. THENCE SOUTH 57°40'00" EAST, 65.00 FEET;

COURSE 173. THENCE SOUTH 49°04'02" EAST, 694.68 FEET;

COURSE 174. THENCE SOUTH 52°41'08" EAST, 11.06 FEET;

COURSE 175. THENCE SOUTH 30°58'12" WEST, 26.81 FEET;

COURSE 176. THENCE SOUTH 24°45'53" EAST, 58.79 FEET;

COURSE 177. THENCE SOUTH 03°08'04" WEST, 72.05 FEET;

COURSE 178. THENCE SOUTH 51°55'40" EAST, 99.75 FEET;

COURSE 179. THENCE SOUTH 61°18'40" EAST, 95.37 FEET;

COURSE 180. THENCE NORTH 41°09'00" EAST, 41.78 FEET;

COURSE 181. THENCE NORTH 73°21'40" EAST, 62.67 FEET;

COURSE 182. THENCE SOUTH 15°14'35" EAST, 54.54 FEET;

COURSE 183. THENCE NORTH 74°45'25" EAST, 54.00 FEET;

COURSE 184. THENCE NORTH 64°32'28" EAST, 274.42 FEET TO THE NORTHEASTERLY CORNER OF LOT 17 AS SHOWN ON SAID PLAT;

COURSE 185. THENCE SOUTH 85°51'48" EAST, 412.88 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTRY CREEK DRIVE, A COUNTY ROAD;

COURSE 186. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 495.00 FEET, THROUGH A CENTRAL ANGLE OF 05°51'26" HAVING AN ARC LENGTH OF 50.60 FEET, ALSO HAVING A CHORD BEARING OF NORTH 06°35'43" EAST HAVING A LENGTH OF 50.58 FEET TO THE SOUTHWEST CORNER LOT 60 AS SHOWN ON SAID PLAT;

<u>COURSE 187.</u> THENCE NORTH 87°54'57" EAST, 608.14 FEET TO THE SOUTHEAST CORNER OF LOT 62 AS SHOWN ON SAID PLAT;

COURSE 188. THENCE SOUTHERLY, 109.60 FEET MORE OR LESS TO A POINT ON LOT F AS SHOWN ON SAID PLAT, ALSO BEING THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 09 OF PARCEL MAPS, PAGE 41, RECORDS OF SAID COUNTY;

COURSE 189. THENCE SOUTH 00°41'43" WEST, 825.59 FEET TO A POINT ON THE EAST LINE OF LOT 39 AS SHOWN ON SAID PLAT ENTITLED "WOODBRIDGE RANCH UNIT NO. 1"

COURSE 190. THENCE SOUTH 00°36'39" WEST, 825.47 FEET TO A POINT ON THE EAST LINE OF LOT 36 AS SHOWN ON SAID PLAT;

COURSE 191. THENCE SOUTH 00°46'34" WEST, 948.45 FEET TO THE SOUTHEAST CORNER OF LOT 31 AS SHOWN ON SAID PLAT.

COURSE 192. THENCE SOUTH 00°20'50" WEST, 285.16 FEET TO THE NORTHWEST CORNER OF PARCEL B AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 82 OF PARCEL MAPS, PAGE 17, RECORDS OF SAID COUNTY;

COURSE 193. THENCE NORTH 89°17'20" EAST, 213.00 FEET TO THE NORTHEAST CORNER OF PARCEL B AS SHOWN ON SAID PARCEL MAP;

COURSE 194. THENCE SOUTH 00°20'34" WEST, 412.28 FEET TO THE SOUTHEAST CORNER OF PARCEL B AS SHOWN ON SAID PARCEL MAP:

COURSE 195. THENCE NORTH 89°48'13" EAST, 297.25 FEET;

<u>COURSE 196.</u> THENCE NORTH 89°39'56" EAST, 414.74 FEET TO THE NORTHEAST CORNER OF PARCEL A AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 38 OF PARCEL MAPS, PAGE 41, RECORDS OF SAID COUNTY;

COURSE 197. THENCE SOUTH 00°16'50" WEST, 330.00 FEET TO THE SOUTHEAST CORNER OF PARCEL A AS SHOWN ON SAID PARCEL MAP:

<u>COURSE 198.</u> THENCE NORTH 89°39'56" EAST, 575.50 FEET MORE OR LESS FEET TO THE CENTERLINE OF HAZEL AVENUE, A COUNTY ROAD, AS SHOWN ON SAID PARCEL MAP;

<u>COURSE 199.</u> THENCE SOUTHERLY ALONG SAID CENTERLINE OF HAZEL AVENUE TO THE INTERSECTION OF SAID HAZEL AVENUE AND EDEN OAKS AVENUE, A COUNTY ROAD:

COURSE 200. THENCE EASTERLY, 305.40 FEET MORE OR LESS ALONG THE SAID CENTERLINE OF SAID EDEN OAKS AVENUE, SAID CENTERLINE ALSO BEING THE SOUTH LINE OF LOT 61 AS SHOWN ON THAT PLAT ENTITLED "CARDWELL COLONY" RECORDED IN BOOK 03 OF MAPS, PAGE 13, RECORDS OF SAID COUNTY, TO A POINT AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20091009 OF OFFICIAL RECORDS, PAGE 0058, RECORDS OF SAID COUNTY;

COURSE 201. THENCE PARALLEL TO THE WEST LINE OF SAID LOT 61, NORTH 360.00 FEET MORE OR LESS ALONG THE WEST LINE OF SAID DEED;

COURSE 202. THENCE PARALLEL TO THE NORTH LINE OF SAID LOT 61, EAST 186.10 FEET MORE OR LESS ALONG THE NORTH LINE OF SAID DEED TO THE SOUTHWESTERLY CORNER AS DESCRIBED IN THAT DEED RECORDED IN BOOK 141107 OF OFFICIAL RECORDS, PAGE 0151, RECORDS OF SAID COUNTY;

COURSE 203. THENCE PARALLEL TO THE EAST LINE OF SAID LOT 61, NORTH 300.00 FEET MORE OR LESS ALONG THE WEST LINE OF SAID DEED TO THE NORTHWEST CORNER OF SAID DEED, SAID CORNER ALSO BEING ON THE NORTH LINE OF SAID LOT 61;

<u>COURSE 204.</u> THENCE ALONG THE NORTH LINE OF SAID LOT 61, EAST 204.30 FEET TO THE NORTHEAST CORNER OF SAID DEED, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 61 AS SHOWN ON SAID PLAT;

<u>COURSE 205.</u> THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 61, 165.00 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN THAT DEED RECORDED IN BOOK 20120726 OF OFFICIAL RECORDS, PAGE 0867, RECORDS OF SAID COUNTY;

COURSE 206. THENCE PARALLEL TO THE NORTH LINE OF LOT 62 AS SHOWN ON SAID PLAT, EAST 665.28 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID DEED, SAID CORNER ALSO BEING ON THE WEST LINE OF LOT 63 OF AS SHOWN ON SAID PLAT:

COURSE 207. THENCE SOUTH ALONG WEST LINE OF SAID LOT 63, 165.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID DEED;

COURSE 208. THENCE PARALLEL TO THE NORTH LINE OF SAID LOT 63, EAST 332.64 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN THAT DEED RECORDED IN BOOK 20130531 OF OFFICIAL RECORDS, PAGE 2507, RECORDS OF SAID COUNTY;

COURSE 209. THENCE PARALLEL TO THE WEST LINE OF SAID LOT 63, NORTH 330.00 FEET MORE OR LESS TO THE CENTER POINT OF THE NORTH LINE OF SAID LOT 63:

COURSE 210. THENCE ALONG SAID NORTH LINE, EAST 997.92 FEET TO THE NORTHEAST CORNER OF LOT 64 AS SHOWN ON SAID PLAT;

COURSE 211. THENCE ALONG THE EAST LINE OF SAID LOT 64 AND ALONG THE EAST LINES OF LOT 81 AND LOT 88 OF SAID PLAT, SOUTH 1,980.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 88 AS SHOWN ON SAID PLAT;

COURSE 212. THENCE ALONG THE SOUTH LINE OF SAID PLAT, WEST 1,320.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 86 AS SHOWN ON THAT PLAT ENTITLED "LOTS 84 & 86 CARDWELL COLONY" RECORDED IN BOOK 25 OF MAPS, PAGE 09, RECORDS OF SAID COUNTY;

COURSE 213. THENCE ALONG THE SOUTH LINE OF SAID PLAT, WEST 665.59 FEET TO THE SOUTHEAST CORNER OF LOT 85 AS SHOWN ON SAID PLAT;

COURSE 214. THENCE ALONG THE SOUTH LINE OF SAID "CARDWELL COLONY", WEST 696.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 13 AS SHOWN ON THAT PLAT ENTITLED "PLAT OF ORANGEVALE COLONY" RECORDED IN BOOK 03 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY;

COURSE 215. THENCE SOUTH 00°32'46" WEST, 312.80 FEET MORE OR LESS ALONG EAST LINE OF SAID LOT 13 AS SHOWN ON SAID PLAT:

COURSE 216. THENCE NORTH 89°27'14" WEST, 294.60 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LANDS AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20090302 OF OFFICIAL RECORDS, PAGE 0941, RECORDS OF SAID COUNTY;

COURSE 217. THENCE SOUTH 00°30'28" WEST, 51.60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 16 AS SHOWN ON THAT PLAT ENTITLED "ALMOND VIEW ESTATES" RECORDED IN BOOK 130 OF MAPS, PAGE 03, RECORDS OF SAID COUNTY:

COURSE 218. THENCE SOUTH 00°32'46" WEST, 342.00 FEET TO THE SOUTHEAST CORNER OF LOT 15 AS SHOWN ON SAID PLAT:

COURSE 219. THENCE SOUTH 89°44'25" WEST, 386.82 FEET TO THE SOUTHWEST CORNER OF LOT 14 AS SHOWN ON SAID PLAT:

COURSE 220. THENCE SOUTH 00°27'25" WEST, 629.24 FEET TO THE SOUTHEAST CORNER OF LOT 10 AS SHOWN ON THAT PLAT ENTITLED "MERRYHURST" RECORDED IN BOOK 55 OF MAPS, PAGE 05, RECORDS OF SAID COUNTY:

COURSE 221. THENCE SOUTH 89°06'00" WEST, 680.00 FEET TO THE SOUTHWEST BOUNDARY CORNER OF SAID PLAT, SAID CORNER ALSO BEING ALONG THE CENTERLINE OF BEECH AVENUE, A COUNTY ROAD;

COURSE 222. THENCE NORTH 00°18'00" WEST, 140.50 FEET ALONG SAID CENTERLINE OF BEECH AVENUE TO THE NORTHEASTERLY BOUNDARY CORNER AS SHOWN ON THAT PLAT ENTITLED "GREENFIELD SUBDIVISION" RECORDED IN BOOK 110 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY:

COURSE 223. THENCE NORTH 89°21'14" WEST, 648.72 FEET TO THE NORTHWEST CORNER OF LOT 24 AS SHOWN ON SAID PLAT;

COURSE 224. THENCE SOUTH 00°07'52" WEST, 145.79 FEET TO THE SOUTHEAST CORNER OF LOT 16 AS SHOWN ON SAID PLAT:

COURSE 225. THENCE NORTH 89°45'25" WEST, 678.17 FEET TO THE SOUTHWEST BOUNDARY CORNER OF SAID PLAT, SAID CORNER ALSO BEING ON THE CENTERLINE OF HICKORY AVENUE, A COUNTY ROAD;

COURSE 226. THENCE NORTH 89°48'29" WEST, 686.89 FEET TO THE NORTHWEST CORNER OF LOT 5 AS SHOWN ON THAT PLAT ENTITLED "WESTIN ESTATES" RECORDED IN BOOK 262 OF MAPS, PAGE 01, RECORDS OF SAID COUNTY:

COURSE 227. THENCE CONTINUING NORTH 89°48'29" WEST, 686.89 FEET TO A POINT AT THE INTERSECTION OF ALMOND AVENUE AND MENKE WAY, COUNTY ROADS; SAID POINT BEING THE SOUTHEAST BOUNDARY CORNER AS SHOWN ON THAT PLAT ENTITLED "SUNRISE CREEKSIDE" RECORDED IN BOOK 108 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY

COURSE 228. THENCE NORTH 88°50'46" WEST, 1,352.07 FEET ALONG THE SOUTH BOUNDARY OF SAID "SUNRISE CREEKSIDE" AND THE CENTERLINE OF SAID MENKE WAY TO A POINT AT THE INTERSECTION OF SAID MENKE WAY AND KENNETH AVENUE, A COUNTY ROAD;

COURSE 229. THENCE ALONG THE CENTERLINE OF SAID KENNETH AVENUE, SOUTH 00°04'52" WEST, 1,343.58 FEET TO THE SOUTHEAST BOUNDARY CORNER AS SHOWN ON THAT PLAT ENTITLED "GOLDEN OAKS UNIT NO. 4" RECORDED IN BOOK 101 OF MAPS, PAGE 28, RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING THE EAST QUARTER CORNER OF SECTION 30 AND 29,

T.10 N., R.7 E., M,D.B&M, SAID CORNER ALSO BEING THE INTERSECTION OF SAID KENNETH AVENUE AND ELM AVENUE, A COUNTY ROAD;

COURSE 230. THENCE CONTINUING ALONG THE CENTERLINE OF SAID KENNETH AVENUE, SOUTH 00°00'06" EAST, 1,329.20 FEET, TO THE SOUTHEAST BOUNDARY CORNER AS SHOWN ON THAT PLAT ENTITLED "SUNRISE KNOLLS UNIT NO. 1" RECORDED IN BOOK 92 OF MAPS, PAGE 21, RECORDS OF SAID COUNTY:

COURSE 231. THENCE SOUTH 89°38'24" WEST, 262.00 FEET TO THE NORTHEAST CORNER OF LOT 1 AS SHOWN ON THAT PARCEL MAP, RECORDED IN BOOK 31 OF PARCEL MAPS, PAGE 29, RECORDS OF SAID COUNTY;

COURSE 232. THENCE SOUTH 00°00'06" EAST, 50.00 FEET;

COURSE 233. THENCE SOUTH 89°38'24" WEST, 633.69 FEET;

COURSE 234. THENCE NORTH 00°21'36" WEST, 50.00 FEET;

COURSE 235. THENCE SOUTH 89°38'24" WEST, 65.00 FEET;

COURSE 236. THENCE SOUTH 00°21'36" EAST, 50.00 FEET;

COURSE 237. THENCE SOUTH 89°38'24" WEST, 241.95 FEET;

COURSE 238. THENCE NORTH 00°21'36" WEST, 50.00 FEET;

COURSE 239. THENCE SOUTH 89°38'24" WEST, 63.00 FEET;

COURSE 240. THENCE SOUTH 00°21'36" EAST, 50.00 FEET;

COURSE 241. THENCE SOUTH 89°38'19" WEST, 83.94 FEET;

COURSE 242. THENCE SOUTH 00°21'36" EAST, 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 17 AS SHOWN ON SAID PARCEL MAP, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 150 AS SHOWN ON THAT PLAT ENTITLED "KENNETH MEADOWS UNIT NO. 3" RECORDED IN BOOK 63 OF MAPS, PAGE 14, RECORDS OF SAID COUNTY;

COURSE 243. THENCE SOUTH 00°51'20" EAST, 447.57 FEET;

COURSE 244. THENCE SOUTH 89°08'40" WEST, 18.00 FEET;

COURSE 245. THENCE SOUTH 00°51'20" EAST, 186.00 FEET;

COURSE 246. THENCE NORTH 89°08'40" EAST, 17.00 FEET TO THE NORTHEAST CORNER OF LOT 198 AS SHOWN ON THAT PLAT ENTITLED "KENNETH MEADOWS UNIT NO. 4" RECORDED IN BOOK 70 OF MAPS, PAGE 09, RECORDS OF SAID COUNTY;

COURSE 247. THENCE SOUTH 00°51'20" EAST, 280.00 FEET;

COURSE 248. THENCE SOUTH 89°08'40" WEST, 17.00 FEET;

COURSE 249. THENCE SOUTH 00°51'20" EAST, 126.88 FEET;

COURSE 250. THENCE SOUTH 89°17'30" WEST, 26.58 FEET;

COURSE 251. THENCE SOUTH 00°42'30" EAST, 185.24 FEET TO THE SOUTHEAST CORNER OF LOT 203 AS SHOWN ON SAID PLAT:

COURSE 252. THENCE NORTH 88°38'04" EAST, 723.07 FEET TO THE NORTHEAST CORNER OF LOT 214 AS SHOWN ON THAT PLAT ENTITLED "SUNRISE WOODS UNIT NO. 2" RECORDED IN BOOK 93 OF MAPS, PAGE 09, RECORDS OF SAID COUNTY;

COURSE 253. THENCE SOUTH 01°43'34" EAST, 1,179.49 FEET TO THE NORTHEAST CORNER OF LOT 76 AS SHOWN ON THAT PLAT ENTITLED "SUNRISE WOODS UNIT NO. 1" RECORDED IN BOOK 91 OF MAPS, PAGE 23, RECORDS OF SAID COUNTY:

COURSE 254. THENCE SOUTH 01°43'34" EAST, 794.70 FEET TO THE SOUTHEAST CORNER OF LOT 86 AS SHOWN ON SAID PLAT;

COURSE 255. THENCE SOUTH 88°35'08" WEST, 613.10 FEET TO THE NORTHEAST CORNER OF LOT 254 AS SHOWN ON THAT PLAT ENTITLED "SUNRISE WOODS UNIT NO. 3" RECORDED IN BOOK 95 OF MAPS, PAGE 15, RECORDS OF SAID COUNTY;

COURSE 256. THENCE SOUTH 01°50'04" EAST, 658.71 FEET TO THE SOUTHWEST BOUNDARY CORNER OF SAID UNIT NO. 3 AS SHOWN ON SAID PLAT, SAID CORNER ALSO BEING ON THE CENTERLINE OF GREENBACK LANE, A COUNTY ROAD;

COURSE 257. THENCE NORTH 88°49'27" EAST, 431.01 FEET ALONG SAID CENTERLINE OF GREENBACK LANE:

COURSE 258. THENCE NORTH 88°17'55" EAST, 837.16 FEET ALONG SAID CENTERLINE OF GREENBACK LANE TO THE SOUTHEAST BOUNDARY CORNER AS SHOWN ON THAT PLAT ENTITLED "LARCHMONT SUNRISE UNIT NO. 1" RECORDED IN BOOK 100 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY;

COURSE 259. THENCE SOUTH 01°36'24" EAST, 20.00 FEET TO THE QUARTER CORNER OF SECTION 31, T.10 N., R.7 E., M,D.B&M, AS SHOWN ON SAID PLAT;

COURSE 260. THENCE SOUTH 00°37'21" EAST, 2,314.81 FEET ALONG THE EAST LINE OF SAID SECTION 31 TO THE SOUTHEAST BOUNDARY CORNER OF UNIT NO. 4 AS SHOWN ON THAT PLAT ENTITLED "TANGLEWOOD UNIT NO. 4" RECORDED IN BOOK 122 OF MAPS, PAGE 14, RECORDS OF SAID COUNTY:

COURSE 261. THENCE NORTH 89°55'58" WEST, 1,320.93 FEET TO THE SOUTHWEST CORNER OF LOT 6 AS SHOWN ON SAID PLAT;

COURSE 262. THENCE NORTH 00°16'30" WEST, 32.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, SAID POINT BEING PART OF A FLOODWAY EASEMENT AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 35 AS SHOWN ON THAT PLAT ENTITLED "TANGLEWOOD UNIT NO. 2" RECORDED IN BOOK 106, PAGE 04, RECORDS OF SAID COUNTY;

COURSE 263. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 00°49'47" HAVING AN ARC LENGTH OF 1.81 FEET, ALSO HAVING A CHORD BEARING OF NORTH 56°50'57" WEST HAVING A LENGTH OF 1.81 FEET:

COURSE 264. THENCE NORTH 57°15'53" WEST, 46.59 FEET;

COURSE 265. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF 07°02'41" HAVING AN ARC LENGTH OF 98.36 FEET, ALSO HAVING A CHORD BEARING OF NORTH 53°44'32" WEST HAVING A LENGTH OF 98.30 FEET:

COURSE 266. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF 04°12'05" HAVING AN ARC LENGTH OF 58.66 FEET, ALSO HAVING A CHORD BEARING OF NORTH 48°07'08" WEST HAVING A LENGTH OF 58.65 FEET:

COURSE 267. THENCE NORTH 46°01'05" WEST, 356.82 FEET;

COURSE 268. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 48°20'03" HAVING AN ARC LENGTH OF 42.18 FEET, ALSO HAVING A CHORD BEARING OF NORTH 70°11'15" WEST HAVING A LENGTH OF 40.94 FEET:

COURSE 269. THENCE SOUTH 85°38'35" WEST, 203.68 FEET TO THE SOUTHWEST CORNER OF LOT 38 OF SAID PLAT, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY LINE AS SHOWN ON THAT PLAT ENTITLED "HOFFMAN ACRES" RECORDED IN BOOK 36 OF MAPS, PAGE 24, RECORDS OF SAID COUNTY;

COURSE 270. THENCE SOUTH 00°10'49" EAST, 732.00 FEET TO THE SOUTHEAST CORNER OF LOT 31 AS SHOWN ON THAT PLAT ENTITLED "HOFFMAN ACRES UNIT NO. 2" RECORDED IN BOOK 41 OF MAPS, PAGE 36, RECORDS OF SAID COUNTY;

COURSE 271. THENCE NORTH 89°57'40" WEST, 661.46 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31 AS SHOWN ON SAID PLAT;

COURSE 272. THENCE SOUTH 00°33'41" WEST, 673.80 FEET TO THE SOUTHEAST CORNER OF LOT 25 AS SHOWN ON THAT PLAT ENTITLED "HOFFMAN GARDENS" RECORDED IN BOOK 103 OF MAPS, PAGE 08, RECORDS OF SAID COUNTY:

COURSE 273. THENCE SOUTH 00°36'30" WEST, 388.86 FEET TO THE SOUTHEAST CORNER OF LOT 8 AS SHOWN THAT PLAT ENTITLED "EMPIRE TERRACE UNIT NO. 2" RECORDED IN BOOK 94 OF MAPS, PAGE 01, RECORDS OF SAID COUNTY;

COURSE 274. THENCE NORTH 89°26'15" WEST, 824.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON SAID PLAT;

COURSE 275. THENCE SOUTH 00°36'30" WEST, 271.12 FEET TO THE SOUTHEAST CORNER OF LOT 89 AS SHOWN ON THAT PLAT ENTITLED "WALNUT GROVE ESTATES UNIT NO. 2" RECORDED IN BOOK 78 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY:

COURSE 276. THENCE NORTH 89°00'28" WEST, 522.77 FEET ALONG THE SOUTH BOUNDARY OF SAID "WALNUT GROVE ESTATES NO. 2" TO THE SOUTHWEST CORNER OF LOT 85 AS SHOWN ON SAID PLAT;

COURSE 277. THENCE CONTINUING NORTH 89°00'28" WEST, 186.92 FEET ALONG SAID SOUTH BOUNDARY TO THE NORTHEAST CORNER OF PARCEL A AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 91 OF PARCEL MAPS, PAGE 26, RECORDS OF SAID COUNTY;

COURSE 278. THENCE SOUTH 02°38'29" WEST, 95.41 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A AS SHOWN ON SAID PLAT;

COURSE 279. THENCE NORTH 89°17'53" WEST, 313.09 FEET TO A POINT ON THE CENTERLINE OF VINECREST DRIVE, A COUNTY ROAD, SAID POINT ALSO BEING THE SOUTHEAST BOUNDARY CORNER AS SHOWN ON THAT PLAT ENTITLED "EMPIRE TERRACE" RECORDED IN BOOK 83 OF MAPS, PAGE 04, RECORDS OF SAID COUNTY:

COURSE 280. THENCE NORTH 89°17'53" WEST, 600.00 FEET TO THE SOUTHWEST BOUNDARY CORNER AS SHOWN ON SAID PLAT;

COURSE 281. THENCE CONTINUING NORTH 89°17'53" WEST, 50.00 FEET TO A POINT ON THE SECTION LINE BETWEEN SECTION 1, T.9 N., R.6 E., M.D.B&M, AND SECTION 6, T.9 N., R.7 E., M.D.B&M, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF FAIR OAKS BOULEVARD, A COUNTY AND CITY ROAD, AS SHOWN ON SAID PLAT:

COURSE 282. THENCE SOUTH 00°41'16" WEST, 1,225.08 FEET MORE OR LESS ALONG SAID SECTION LINE TO THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6 AS SHOWN ON SAID PLAT, SAID CORNER BEING IN THE INTERSECTION OF SAID FAIR OAKS BOULEVARD AND SAID MADISON AVENUE;

COURSE 283. THENCE ALONG SAID MADISON AVENUE SOUTH 88°58'00" WEST, 2,279.14 FEET, TO THE SOUTHWEST CORNER OF PARCEL 2 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 30 OF PARCEL MAPS, PAGE 38, RECORDS OF SAID COUNTY:

COURSE 284. THENCE CONTINUING ALONG SAID MADISON AVENUE, SOUTH 88°26'39" WEST, 355.44 FEET;

COURSE 285. THENCE SOUTH 88°21'09" WEST, 174.24 FEET TO THE INTERSECTION OF SAID MADISON AVENUE AND SUNRISE BOULEVARD, COUNTY AND CITY ROADS, AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 226 OF PARCEL MAPS, PAGE 02, RECORDS OF SAID COUNTY;

COURSE 286. THENCE CONTINUING ALONG SAID MADISON AVENUE, SOUTH 88°25'49" WEST, 1,026.71 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 18 OF PARCEL MAPS, PAGE 06, RECORDS OF SAID COUNTY;

<u>COURSE 287.</u> THENCE CONTINUING ALONG SAID MADISON AVENUE SOUTH 89°42'55" WEST, 1,429.37 FEET TO THE SAID POINT OF BEGINNING.

SAID SERVICE AREA 1 CONTAINING 357,164,845.598 SQUARE FEET (8,199.377 ACRES), MORE OR LESS.

# CITRUS HEIGHTS WATER DISTRICT DISTRICT BOUNDARY

# EXHIBIT B SERVICE AREA 2 CHWD OVERALL BOUNDARY AUGUST 2020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF LOT 227 AS SHOWN ON THAT PLAT MAP ENTITLED "VERNE TRACT UNIT 4" RECORDED IN BOOK 60 OF MAPS, PAGE 29, RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, SAID CORNER ALSO BEING THE POINT OF BEGINNING.

<u>COURSE 1.</u> THENCE FROM SAID POINT OF BEGINNING NORTH 56°25'42" WEST, 105.01 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT;

COURSE 2. THENCE NORTH 00°00'28" WEST, 9.03 FEET;

COURSE 3. THENCE NORTH 33°34'18" EAST, 217.48 FEET;

COURSE 4. THENCE NORTH 42°52'32" EAST, 95.39 FEET;

COURSE 5. THENCE NORTH 11°47'09" EAST, 63.95 FEET;

COURSE 6. THENCE NORTH 52°25'34" EAST, 98.07 FEET;

COURSE 7. THENCE NORTH 00°00'28" WEST, 51.16 FEET:

COURSE 8. THENCE NORTH 59°37'55" EAST, 37.00 FEET;

COURSE 9. THENCE NORTH 19°46'01" WEST, 94.45 FEET TO THE NORTHWEST CORNER OF LOT 234 AS SHOWN ON SAID PLAT:

COURSE 10. THENCE NORTH 71°54'32" EAST, 182.56 FEET;

COURSE 11. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 254.00 FEET, THROUGH A CENTRAL ANGLE OF 06°30'16" HAVING AN ARC LENGTH OF 28.84 FEET, ALSO HAVING A CHORD BEARING OF SOUTH 21°20'35" EAST HAVING A LENGTH OF 28.82 FEET;

COURSE 12. THENCE NORTH 65°24'17" EAST, 103.00 FEET TO THE NORTHWEST CORNER OF LOT 235 AS SHOWN ON SAID PLAT;

COURSE 13. THENCE NORTH 11°38'30" EAST, 125.41 FEET;

COURSE 14. THENCE NORTH 00°00'28" WEST, 222.00 FEET TO THE NORTHWEST CORNER OF LOT 240 AS SHOWN ON SAID PLAT:

COURSE 15. THENCE SOUTH 89°59'32" WEST, 22.00 FEET;

#### AREA 2 BOUNDARY DESCRIPTION CONT.

COURSE 16. THENCE NORTH 00°00'26" WEST, 303.90 FEET;

COURSE 17. THENCE EAST, 143.64 FEET;

COURSE 18. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 89°58'58" HAVING AN ARC LENGTH OF 31.41 FEET, ALSO HAVING A CHORD BEARING OF NORTH 45°00'00" EAST HAVING A LENGTH OF 28.28 FEET:

COURSE 19. THENCE SOUTH 89°59'00" EAST, 30.00 FEET TO A POINT ON THE CENTERLINE OF TUPELO DRIVE, A CITY ROAD;

<u>COURSE 20.</u> THENCE SOUTH 00°01'00" WEST, 72.02 FEET ALONG SAID CENTERLINE OF TUPELO DRIVE:

COURSE 21. THENCE SOUTH 89°59'00" EAST, 30.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 9 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 73 OF PARCEL MAPS, PAGE 29, RECORDS OF SAID COUNTY;

COURSE 22. THENCE SOUTH, 288.01 FEET MORE OR LESS ALONG THE EAST RIGHT OF WAY LINE OF SAID TUPELO DRIVE TO THE NORTHWEST CORNER OF LOT 207 AS SHOWN ON SAID "VERNE TRACT UNIT 4";

COURSE 23. THENCE SOUTH 81°16'25" EAST, 246.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 207 AS DESCRIBED IN THAT DEED RECORDED IN BOOK 20170821 OF OFFICIAL RECORDS, PAGE 0427, RECORDS OF SAID COUNTY;

COURSE 24. THENCE SOUTH 38°56'28" WEST, 43.08 FEET;

COURSE 25. THENCE SOUTH 44°43'46" WEST, 398.50 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 211 AS SHOWN ON SAID PLAT;

COURSE 26. THENCE NORTH 53°27'32" WEST, 16.00 FEET TO THE SOUTHWEST CORNER OF LOT 211 AS SHOWN ON SAID PLAT:

COURSE 27. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 10°19'25" HAVING AN ARC LENGTH OF 68.47 FEET, ALSO HAVING A CHORD BEARING OF SOUTH 42°06'53" WEST HAVING A LENGTH OF 68.38 FEET;

COURSE 28. THENCE SOUTH 47°16'37" WEST, 300.00 FEET;

COURSE 29. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 720.00 FEET, THROUGH A CENTRAL ANGLE OF 13°42'18" HAVING AN ARC LENGTH OF 172.22 FEET, ALSO HAVING A CHORD BEARING OF SOUTH 40°25'29" WEST HAVING A LENGTH OF 171.81 FEET;

COURSE 30. THENCE SOUTH 33°34'13" WEST, 341.33 FEET;

# AREA 2 BOUNDARY DESCRIPTION CONT.

 $\underline{\text{COURSE 31.}}$  THENCE NORTH 56°25'42" WEST, 60.00 FEET MORE OR LESS TO THE SAID POINT OF BEGINNING.

SAID SERVICE AREA 2 CONTAINING 329,347.005 SQUARE FEET (7.561 ACRES), MORE OR LESS.