

**BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
FEBRUARY 19, 2020 beginning at 6:00 PM**



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

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

CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Potential Water/Water Rights Sale

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

Negotiating parties: San Juan Water District

Under negotiation: Both Price and Terms of Payment


FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

| | | |
|--------------------|---------|---------------------------|
| March 18, 2020 | 6:30 PM | Regular Meeting |
| April 15, 2020 | 6:30 PM | Regular Meeting |
| May 20, 2020 | 6:30 PM | Regular Meeting |
| June 17, 2020 | 6:30 PM | Regular Meeting |
| July 15, 2020 | 6:30 PM | Regular Meeting—Cancelled |
| August 19, 2020 | 6:30 PM | Regular Meeting |
| August 26, 2020 | 6:30 PM | Special Meeting |
| September 15, 2020 | 6:30 PM | Regular Meeting |
| October 21, 2020 | 6:30 PM | Regular Meeting |
| November 18, 2020 | 6:30 PM | Regular Meeting |
| December 16, 2020 | 6:30 PM | Regular Meeting |

ADJOURNMENT:

CERTIFICATION:

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



Madeline Henry, Administrative Services Manager/
Chief Board Clerk

Dated: February 13, 2020

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
FEBRUARY 19, 2020 beginning at 6:30 PM**



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

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

CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

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-1. Minutes of the Regular Meeting – January 15, 2020 (A)
Recommendation: Approve the minutes of the January 15, 2020 Regular Meeting.

CC-2. Revenue Analysis Report for January 2020 (I)

CC-3. Assessor/Collector's Roll Adjustment for January 2020 (I)

CC-4. Treasurer's Report for January 2020 (I)

CC-5. Treasurer's Report of Fund Balances for January 2020 (I)

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

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

CC-8. Warrants for January 2020 (A)

Recommendation: Approve disbursements issued for payment dated January 11, 2020 through February 13, 2020 per Policy 6460.20.

CC-9. Purchase Card Distributions for January 10, 2020 (I)

CC-10. Summary of 2020 Employees and Directors Training Courses, Seminars and Conference (I)

- CC-11. Employee Recognitions (I)
- CC-12. Long-Range Agenda (I)
- CC-13. Engineering Department Report (I)
- CC-14. Operations Department Report (I)
- CC-15. 2020 Water Supply – Purchased and Produced (I)
- CC-16. Water Supply Reliability (I)
- CC-17. Water Efficiency and Safety Program Update (I)
- CC-18. Discussion and Possible Action to Approve Agreement with Rawles Engineering Inc. for Michigan Drive and Cologne Lane Water Main Project (A)
 - Recommendation:
Accept the bid of Rawles Engineering, Inc. in the amount of \$387,667.75 and establish a contingency fund in the amount of \$38,766.00 (10%), for a total amount of \$426,433.75. Authorize the General Manager to execute an agreement with Rawles Engineering, Inc.
- CC-19. Discussion and Possible Action to Approve the Purchase of Two Heavy Duty Vacuum Excavators (A)
 - Recommendation:
Authorize staff to proceed with the purchase of two heavy duty vacuum excavators from RDO Vermeer in the amount of \$283,872.70.
- CC-20. Discussion and Possible Action to Approve Board of Directors Travel Per Policy 2060 (A)
 - Recommendation:
Approve updates to Board of Directors and Officers Policy 2060 Educational and Training Functions.
- CC-21. Review and Possible Action to Approve Investment of District Funds Policy (A)
 - Recommendation:
Review District Policy 6300, Investment of District Funds, and re-adopt as required by Section 6300.90 of the District’s investment policy.
- CC-22. Discussion and Possible Action to Approve Agreement with Hunt & Sons, Inc. for the Provision of Diesel Fuel (A)
 - Recommendation:
Approve the Fuel Procurement Sub-Agreement with Hunt & Sons, Inc. for the provision of diesel fuel and authorize the General Manager to execute the agreement.

PRESENTATIONS:

- P-1. Sacramento Groundwater Authority Update (I)

STUDY SESSIONS:

None.

BUSINESS

- B-1. Discussion and Possible Action to Approve Task Order Agreement with IB Consulting, LLC. for Financial Services (A)
 - Recommendation:
Approve the task order agreement with IB Consulting, LLC., and authorize the General Manager to execute the agreement.

- B-2. Discussion and Possible Action to Amend the Easement Policy (A)
Recommendation:
 Amend District Operations Policy 5550, Easements, to include direction on subordinations.
- B-3. Discussion and Possible Action to Approve a Memorandum of Understanding for the Sacramento Region Water Utility Collaboration/Integration Study (A)
Recommendation:
 Consider authorizing the General Manager to execute the Memorandum of Understanding regarding the Sacramento Region Water Utility Collaboration/Integration Study.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

| | | |
|--------------------|---------|---------------------------|
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| December 16, 2020 | 6:30 PM | Regular Meeting |

ADJOURNMENT:

CERTIFICATION:

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



Madeline Henry, Administrative Services Manager/
Chief Board Clerk

Dated: February 13, 2020

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
January 15, 2020

The Regular Meeting of the Board of Directors was called to order at 6:30 p.m. by President Riehle and roll was called. Present were:

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

Staff:

James Buford, Lead Water Distribution Operator
Bob Churhill, Retired Annuitant
Tim Cutler, Water Distribution Supervisor
Paul Dietrich, Project Manager
David Gordon, Director of Operations
Jarrett Flink, Lead Water Distribution Operator
Madeline Henry, Administrative Services Manager/Chief Board Clerk
Brian Hensley, Water Resources Supervisor
Rickey Kelly, Water Distribution Operator
Rex Meurer, Water Efficiency Supervisor
Brittney Moore, Management Analyst/Deputy Board Clerk
Josh Nelson, Assistant General Counsel
Missy Pieri, Director of Engineering/District Engineer
Alberto Preciado, Accounting Manager
John Spinella, Operations Technician
Hilary Straus, General Manager
Rod Wood, Retired Annuitant

PLEDGE OF ALLEGIANCE:

Board President Riehle led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

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

- CC-1a. Minutes of the Special Meeting – December 18, 2019 (A)
- CC-1b. Minutes of the Regular Meeting – December 18, 2019 (A)
Recommendation: Approve the minutes of the December 18, 2019 Regular and Special Meetings.

- CC-2. Revenue Analysis Report for December 2019 (I)
CC-3. Assessor/Collector's Roll Adjustment for December 2019 (I)
CC-4. Treasurer's Report for December 2019 (I)
CC-5. Treasurer's Report of Fund Balances for December 2019 (I)
CC-6. Operating Budget Analysis for December 2019 (I)
CC-7. Capital Projects Summary December 2019 (I)
CC-8. Warrants for December 2019 (A)
Recommendation: Approve disbursements issued for payment dated December 12, 2019 through January 10, 2020 per Policy 6460.20.
CC-9. Purchase Card Distributions for December 2019 (I)
- CC-10. Summary of 2020 Employees and Directors Training Courses, Seminars and Conference (I)
CC-11. Employee Recognitions (I)
CC-12. Long-Range Agenda (I)
CC-13. Engineering Department Report (I)
CC-14. Operations Department Report (I)
CC-15. 2020 Water Supply – Purchased and Produced (I)
CC-16. Water Supply Reliability (I)
CC-17. Water Efficiency and Safety Program Update (I)
CC-18. Strategic Plan Update and Preview (I)
CC-19. Discussion and Possible Action to Approve Task Order
Agreements with Interwest Consulting Group, Inc. and Bender Rosenthal, Inc. for Right-Of-Way Agent Support Services (A)
Recommendation:
Approve and authorize the General Manager to execute Agreements with Interwest Consulting Group, Inc. and Bender Rosenthal, Inc.
CC-20. Consideration to Authorize the Auction of Surplus Equipment (A)
Recommendation:
Authorize the sale of District Vehicle No. 17 at public auction.
CC-21. Discussion and Possible Action to Approve Updates to Policy 4831 Insurance Benefits for Retirees (A)
Recommendation:
Approve updates to Policy 4831 Insurance Benefits for Retirees.

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.

STUDY SESSIONS:

S-1. San Juan Water District Update

San Juan Water District General Manager Paul Helliker and Operations Manager Tony

Barela gave a presentation, including the status of the Hinkle Reservoir Cover/Liner Replacement Project.

Following the presentation, General Manager Paul Helliker and Operations Manager Tony Barela answered questions from CHWD. The questions and responses are summarized below.

Director Sheehan: What percent of this project do you expect to be financed by reserves?

SJWD Operations Manager Barela: We plan to use \$1.3 million from wholesale reserves, financing \$17 million.

Vice President Wheaton: Is the revolving fund certain?

SJWD Operations Manager Barela: Before we can lock down the funding we have to get the design to a certain level. We are making sure the contracts have the necessary language and procurement process to qualify.

Vice President Wheaton: Is the schedule pretty certain?

SJWD Operations Manager Barela: Yes.

Director Sheehan: There will be no change in surface water delivery, what about the cost?

SJWD Operations Manager Barela: No change.

Director Sheehan: If two one million gallon tanks can supply the water do we need Hinkle Reservoir? For what reason?

SJWD Operations Manager Barela: Yes, we will need Hinkle Reservoir. Hinkle Reservoir can hold 62 million gallons in peak. The two one million gallon tanks would not work in the summer. The two tanks will only work in non-peak season.

SJWD General Manager Helliker: The SJWD Wholesale (SJWD-W) treatment and distribution system is storage poor. With 62 Million Gallons at Hinkle Reservoir and summer water demand at 90 million Gallons a day, we have 2/3 of a day storage capacity during peak demand. A District would usually want at least 1.5 or 2 times daily water maximum demand. The SJWD Treatment plant can produce 150 mil gallons a day. The SJWD treatment plant can't be adjusted throughout the day to match the peaks and valleys of the daily water demand. We could have proposed to use CHWD and Fair Oaks Water District wells. But it is a much simpler operation to use Sacramento Suburban Water District (SSWD) wells.

SJWD Operations Manager Barela: I would anticipate master planning down the road to look at how storage could be added into wholesale to get more operational storage.

President Riehle: This issue has been developing over 25-40 years, was there any philosophy of putting money aside for a project like this? If not, why not?

SJWD General Manager Helliker: The annual wholesale capital budget is six million. This is three times 3 times the annual wholesale budget. CHWD faces same prospect via Project 2030, you are doing that via debt I assume. SJWD-W will either ramp up or borrow money over time for future Hinkle Reservoir cover replacements. The SJWD-W

2017 financial plan anticipates future projects to be pay as we go except this one.

President Riehle: What is your community engagement plan? When do you tell customers? How?

SJWD General Manager Helliker: We send out a Quarterly/Semi-annual SJWD Wholesale mailer. Between now and November 2020 SJWD-W will send information out regularly. SJWD-W outreach starts tonight. Updates on the project will be posted on our website. The annual mailer to the wholesale area will include information.

President Riehle: Each member of the family of agencies is responsible for communicating with our customers? There is not a system-wide approach?

SJWD General Manager Helliker: SJWD will give you the materials and information for a mailer. It is up to you to distribute them.

President Riehle: When will we receive the materials?

SJWD General Manager Helliker: In the summertime. If you want to give us your email/ mailing list we will send the materials out.

Vice President Wheaton: What are the plans for future, how will you pay for this? Wholesale prices?

SJWD General Manager Helliker: SJWD has a built in debt service item. The new debt service for SJWD-W customers has been postponed until next year, according to the 2017 plan. Debt service is part of the Quarterly service charge. Along with a Rolling 5 year average of water use. There is a lowered quarterly charge because of recent refinanced debt.

President Riehle: Will this project impact water pressure?

SJWD Operations Manager Barela: Not if it works as planned. The head level of the temporary storage tanks are at same head of reservoir.

President Riehle: Have you considered fireflows? Do you have a contact at the fire department?

SJWD Operations Manager Barela: We have not reached out to the Fire Departments yet. That outreach and coordination will be finalized with the operational plan. Fire flow scenarios are included in the operational hydraulic model.

Vice President Wheaton: Will water quality stay the same?

SJWD Operations Manager Barela: Yes, if the operational plan works by design, everything will operate the same.

President Riehle: How much flexibility do you have with the timeline of November to April? Are there extra days built in?

SJWD Operations Manager Barela: We continue to use same strategy of staying within that window.

SJWD General Manager Helliker: There is a potential of a rain delay if there are big storms between 2020-2021.

Director Sheehan: Does this mean that the operational plan will be delivering surface

water with SSWD picking up the slack?

SJWD General Manager Helliker: Surface water will be delivered into the SJWD-W system and to SSWD. SSWD will be-receiving surface water during low water demand times, and will be pumping groundwater during high water demand times.

Water Resources Supervisor Hensley: Will the water being delivered to SSWD be their PCWA water?

SJWD General Manager Helliker: Yes if it is a wet year. If not, we will use the SJWD wheeling agreement with SSWD and they'll owe us water.

President Riehle: In regards to our customers. During the drought- people reduced usage dramatically without being told anything. They are smart, pay attention and react. If we have an integrated outreach plan we can get them to use, or be prepared to use, less during this project. We can make a difference one house at a time.

SJWD General Manager Helliker: There are limits. This project is not in the summertime. Therefore, reduction occurs with less outdoor watering.

SJWD Operations Manager Barela: This project comes into play in bookends of the water use demand curve for the year- November and April.

SJWD General Manager Helliker: In January peaks and valleys happen throughout the day with showers and cooking. We don't want to tell them to not use water because of bottom line.

President Riehle: By the time you're in an emergency it's too late to start communicating.

SJWD General Manager Helliker: The goal is to not have any impact. We will not ask our retail customers to do so.

Director Sheehan: This is an aggressive schedule.

SJWD Operations Manager Barela: We've already submitted the loan application to the state.

Director Sheehan: In light of other things, it's unusual for studies to be done so fast.

SJWD Operations Manager Barela: We are already five to six months into the study.

Director Sheehan: Your goal is to get financing and finish in next 11 months?

SJWD General Manager Helliker: This condensed study schedule is standard. It happens all over the State.

Operations Technician Spinella: how long will the new cover last?

SJWD Operations Manager Barela: It is the same material, about 40 years. We will start inspecting after 25 years.

Lead Water Distribution Operator Buford: The two storage tanks provide a two million gallon buffer, why can't it be more?

SJWD Operations Manager Barela: There is not enough space at our treatment plant site. The tanks are made out of steel.

Director of Engineering Pieri: The proposed liner will hold the entire 62 million gallons. Have you thought about splitting it so when it happens again you can use half?

SJWD Operations Manager Barela: We did look into it. It would take up some of

storage capacity, we also need to stay within 6 month construction window timeline. During the next wholesale master plan we need to have a discussion about storage.

Retired Annuitant Churchill: What about the Fair Oaks tank?

SJWD Operations Manager Barela: It was part of the analysis for the operations plan.

Retired Annuitant Churchill: CHWD has several interconnections with Roseville, will they be incorporated?

SJWD Operations Manager Barela: No, Roseville is fluoridated.

Retired Annuitant Churchill: Do you plan on getting water back from SSWD to even out? That will involve reverse flow in Cooperative Transmission Pipeline?

SJWD Operations Manager Barela: This wouldn't happen during this project, unless there is an emergency.

Accounting Manager Preciado: You mentioned 1-3% interest rate on a state revolving fund loan. Have you estimated cost of interest over term of loan?

SJWD Operations Manager Barela: I was told that this loan vs. a standard loan saves 5 million dollars.

SJWD General Manager Helliker: I don't know, but you could run formula over 20 years.

Water Efficiently Supervisor Meurer: Is there a contingency if you don't get the revolving fund?

SJWD Operations Manager Barela: We would use a conventional loan.

SJWD General Manager Helliker: We also applied for a WIFIA loan but decided it wasn't as good of a deal as SRF. We can also postpone project if loan is taking longer.

Assistant General Counsel Nelson: Do you have a trigger date, when you would have to hear back from the state to move forward?

SJWD General Manager Helliker: Yes, we could hit it. If it's a few weeks into the project we could borrow short term for cash flow.

Assistant General Counsel Nelson: When are you planning to bring MOU?

SJWD Operations Manager Barela: I am drafting it now.

Project Manager Dietrich: You asserted that we are going to pay for Project 2030 with debt funding, this hasn't been decided yet. We did use our CAC to evaluate options for Project 2030. Was there outreach from your district to the wholesale community on how to resolve the issue?

SJWD General Manager Helliker: Starting in 2017 we built this into the financial plan that you were provided. You, CHWD, are the customers.

BUSINESS:

None.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

- D-1. Regional Water Authority (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.

Notified of emergency repair.

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:09 pm.

APPROVED:

MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT

CC-02

JANUARY 2020

REVENUE ANALYSIS

Outstanding Receivables

| Aged Trial Balance | | | | | |
|--------------------|---------|---------|--------|--------|-------------------|
| Total | Current | 31-90 | 91-150 | >150 | Unapplied Current |
| 688,231 | 624,329 | 106,369 | 7,657 | 43,903 | 94,028 |

| General Ledger Balance | Total |
|-------------------------|------------|
| Outstanding A/R | 773,438.77 |
| Outstanding Liens | - |
| Outstanding Grants | 1,453 |
| Unclaimed Funds | (2,153) |
| Less Unapplied Payments | (94,987) |
| Total | \$ 677,752 |

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

CC-03

| Assessor/Collector Roll Adjustment January-20 | | |
|--|------------------|-----------|
| | Dollar | Count |
| DEFAULT | | |
| One-Time Courtesy | \$ 128.99 | 23 |
| DEFAULT Total | \$ 128.99 | 23 |
| DISCONNECT CHG | | |
| New Owner | \$ 56.00 | 1 |
| DISCONNECT CHG Total | \$ 56.00 | 1 |
| DEPOSIT | | |
| New Owner | \$ 225.00 | 1 |
| DEPOSIT Total | \$ 225.00 | 1 |
| Grand Total | \$ 409.99 | 25 |

| Reason For Cancellation | Charge Type | Amount |
|-------------------------|----------------|-----------|
| New owner | DEPOSIT | 225.00 |
| New owner | DISCONNECT CHG | 56.00 |
| One-Time Courtesy | DEFAULT | 4.76 |
| One-Time Courtesy | DEFAULT | 3.74 |
| One-Time Courtesy | DEFAULT | 4.66 |
| One-Time Courtesy | DEFAULT | 2.61 |
| One-Time Courtesy | DEFAULT | 6.10 |
| One-Time Courtesy | DEFAULT | 8.07 |
| One-Time Courtesy | DEFAULT | 5.67 |
| One-Time Courtesy | DEFAULT | 5.56 |
| One-Time Courtesy | DEFAULT | 2.78 |
| One-Time Courtesy | DEFAULT | 4.60 |
| One-Time Courtesy | DEFAULT | 5.83 |
| One-Time Courtesy | DEFAULT | 5.24 |
| One-Time Courtesy | DEFAULT | 5.30 |
| One-Time Courtesy | DEFAULT | 4.28 |
| One-Time Courtesy | DEFAULT | 4.87 |
| One-Time Courtesy | DEFAULT | 6.20 |
| One-Time Courtesy | DEFAULT | 5.03 |
| One-Time Courtesy | DEFAULT | 5.94 |
| One-Time Courtesy | DEFAULT | 10.69 |
| One-Time Courtesy | DEFAULT | 2.68 |
| One-Time Courtesy | DEFAULT | 5.78 |
| One-Time Courtesy | DEFAULT | 7.38 |
| One-Time Courtesy | DEFAULT | 11.22 |
| | | \$ 409.99 |

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

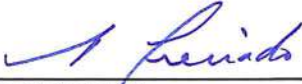
| | | | |
|-------------------------------------|---------|-----------|-------------|
| Bank of the West | | | |
| Beginning Balance | | | \$7,604,797 |
| RECEIPTS: | | 1,404,829 | |
| DISBURSEMENTS: | | | |
| Checks Issued / ACH Payments | 551,734 | | |
| Payroll | 392,977 | | |
| Returned Checks | 1,063 | | |
| | | 945,774 | 459,055 |
| Bank of the West | | | |
| Balance per Bank 01/31/2020 | | | 8,063,852 |
| Outstanding Checks | | | (96,789) |
| Deposit in Transit | | | 65,662 |
| Balance Per Books 01/31/2020 | | | \$8,032,726 |

| | | | |
|------------------------------|--|--|--------------|
| RECONCILEMENT: | | | |
| Bank of the West | | | \$8,032,726 |
| Local Agency Investment Fund | | | 6,419,193 |
| COP Reserve Account | | | 543,202 |
| Money Mkt Activity Account | | | 543,358 |
| TOTAL BALANCE | | | \$15,538,478 |


| | | | |
|---------------------------------------|--|--|--------------|
| CASH & INVESTMENT SUMMARY: | | | |
| Bank of the West (General Account) | | | 8,032,726 |
| Local Agency Investment Fund | | | 6,419,193 |
| COP 2010 Reserve Account | | | 543,202 |
| Money Mkt Activity Account | | | 543,358 |
| Total | | | \$15,538,478 |

| INSTITUTION | MATURITY DATE | INT RATE | DEPOSIT AMOUNT | DATE OF LAST TRANSACTION |
|------------------------------|---------------|----------|----------------|--------------------------|
| Local Agency Investment Fund | Daily | 2.29% | 36,665.84 | 1/15/2020 |

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



ALBERTO PRECIADO
Deputy Treasurer




HILARY M. STRAUS
Secretary

Signed: 02/12/2020

TREASURER'S REPORT OF FUND BALANCES

January 31, 2020

| Fund Name | Beginning Balance 01/01/2020 | Year to Date Transfers In / Collections | Year to Date Transfers Out | Current Month Transfers In / Collections | Current Month Transfers Out | Ending Balance 01/31/2020 | 2020 Target Balance per Policy |
|-------------------------------------|---------------------------------|---|-------------------------------|--|--------------------------------|------------------------------|--------------------------------------|
| Operating Fund | \$ 744,972 | \$ - | \$ - | \$ 1,571,739 | \$ (1,112,685) | \$ 1,204,027 | \$ 2,334,017 |
| Operating Reserve | \$ 3,592,065 | \$ - | \$ - | \$ - | \$ - | \$ 3,592,065 | N/A |
| Rate Stabilization Fund | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ 1,000,000 | \$ 1,000,000 |
| Capital Improvement Reserve | \$ 2,796,860 | \$ - | \$ - | \$ - | \$ - | \$ 2,796,860 | \$ 2,681,248 |
| Restricted for Debt Service | \$ 536,963 | \$ - | \$ - | \$ - | \$ - | \$ 536,963 | N/A |
| Water Supply Reserve | \$ 1,623,173 | \$ - | \$ - | \$ - | \$ - | \$ 1,623,173 | N/A |
| Water Efficiency Reserve | \$ 200,000 | \$ - | \$ - | \$ - | \$ - | \$ 200,000 | \$ 200,000 |
| Water Meter Replacement Reserve | \$ 1,525,000 | \$ - | \$ - | \$ - | \$ - | \$ 1,525,000 | N/A |
| Fleet Equipment Reserve | \$ 334,253 | \$ - | \$ - | \$ - | \$ - | \$ 334,253 | \$ 318,559 |
| Employment-Related Benefits Reserve | \$ 405,319 | \$ - | \$ - | \$ - | \$ - | \$ 405,319 | \$ 1,079,527 |
| | <u>\$ 12,758,605</u> | <u>-</u> | <u>\$ -</u> | <u>\$ 1,571,739</u> | <u>\$ (1,112,685)</u> | <u>\$ 13,217,660</u> | <u>\$ 7,613,351</u> |


 ALBERTO PRECIADO, Deputy Treasurer

TREASURER'S REPORT OF FUND BALANCES
January 31, 2020

Fund Transfers Summary:

| | | |
|---------------------------------|-----------------------|---|
| The Operating Fund Transferred: | \$ 1,571,739 | from funds collected in January 2020 per Treasurer's Report |
| | <u>\$ (1,112,685)</u> | disbursements made in January 2020 per Treasurer's Report |
| | \$ 459,055 | |

Citrus Heights Water District
Budget Performance Report
As of 1/31/2020

CC-06

| | January | Year-to-Date | Year-to-Date | YTD Variance | | Annual |
|--|---------------------|---------------------|---------------------|---------------------|----------------|----------------------|
| | Actual | Actual | Budget | Amount | Percent | Budget |
| Revenues | | | | | | |
| Metered Service Charges | \$705,542.79 | \$705,542.79 | \$798,841.00 | (\$93,298.21) | -11.68% | \$9,586,090.00 |
| Metered Water Deliveries | 275,808.15 | 275,808.15 | 340,850.00 | (65,041.85) | -19.08% | 5,234,960.00 |
| Non-Metered Service Charges | 7,511.51 | 7,511.51 | 11,667.00 | (4,155.49) | -35.62% | 140,000.00 |
| Penalties | 6,282.66 | 6,282.66 | 9,767.00 | (3,484.34) | -35.67% | 150,000.00 |
| Interest | 39,877.68 | 39,877.68 | 3,795.00 | 36,082.68 | 950.80% | 45,535.00 |
| Backflow Fees | 4,684.69 | 4,684.69 | 9,667.00 | (4,982.31) | -51.54% | 116,000.00 |
| Water Service Install & S&R | 6,149.88 | 6,149.88 | 2,275.00 | 3,874.88 | 170.32% | 27,300.00 |
| Miscellaneous * | 13,725.31 | 13,725.31 | 12,250.00 | 1,475.31 | 12.04% | 147,000.00 |
| Income - Wheeling Water | | | 225.00 | (225.00) | -100.00% | 2,700.00 |
| Total Revenue | 1,059,582.67 | 1,059,582.67 | 1,189,337.00 | (129,754.33) | -10.91% | 15,449,585.00 |
| *includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources | | | | | | |
| Operating Expenses | | | | | | |
| Cost of Water | | | | | | |
| Purchased Water | 608,988.88 | 608,988.88 | 260,629.17 | 348,359.71 | 133.66% | 3,127,550.04 |
| Ground Water | 46,114.60 | 46,114.60 | 68,976.87 | (22,862.27) | -33.14% | 827,722.44 |
| | 655,103.48 | 655,103.48 | 329,606.04 | 325,497.44 | 98.75% | 3,955,272.48 |
| Labor & Benefits | | | | | | |
| Labor Regular | 172,138.75 | 172,138.75 | 280,462.11 | (108,323.36) | -38.62% | 3,365,545.32 |
| Labor Taxes | 15,541.24 | 15,541.24 | 22,268.38 | (6,727.14) | -30.21% | 267,220.56 |
| Labor Workers Comp | | | 7,625.00 | (7,625.00) | -100.00% | 91,500.00 |
| Labor External | 1,884.22 | 1,884.22 | 14,731.67 | (12,847.45) | -87.21% | 176,780.04 |
| Benefits Med/Den/Vis | 38,848.40 | 38,848.40 | 48,311.15 | (9,462.75) | -19.59% | 579,733.80 |
| Benefits LTD/Life/EAP | 2,699.36 | 2,699.36 | 12,228.54 | (9,529.18) | -77.93% | 146,742.48 |
| Benefits CalPers | 19,399.49 | 19,399.49 | 27,551.60 | (8,152.11) | -29.59% | 330,619.20 |
| Benefits Other | 4,204.04 | 4,204.04 | 2,583.33 | 1,620.71 | 62.74% | 30,999.96 |
| Benefit Retiree Expenses | 3,298.73 | 3,298.73 | 4,554.68 | (1,255.95) | -27.57% | 54,656.16 |
| Benefit Unemployment | | | 701.59 | (701.59) | -100.00% | 8,419.08 |
| Benefit GASB 68 | | | 31,713.83 | (31,713.83) | -100.00% | 380,565.96 |
| Capitalized Labor & Benefit Contra | (28,339.17) | (28,339.17) | (41,666.67) | 13,327.50 | -31.99% | (500,000.04) |
| | 229,675.06 | 229,675.06 | 411,065.21 | (181,390.15) | -44.13% | 4,932,782.52 |
| General & Administrative | | | | | | |
| Fees & Charges | 10,039.21 | 10,039.21 | 17,808.75 | (7,769.54) | -43.63% | 213,705.00 |
| Regulatory Compliance/Permits | 51,599.70 | 51,599.70 | 7,442.92 | 44,156.78 | 593.27% | 89,315.04 |
| District Events & Recognition | 4,442.93 | 4,442.93 | 11,006.09 | (6,563.16) | -59.63% | 132,073.08 |
| Maintenance/Licensing | 904.30 | 904.30 | 11,417.50 | (10,513.20) | -92.08% | 137,010.00 |
| Equipment Maintenance | 10,732.52 | 10,732.52 | 8,260.41 | 2,472.11 | 29.93% | 99,124.92 |

Citrus Heights Water District
Budget Performance Report
As of 1/31/2020

CC-06

| | January | Year-to-Date | Year-to-Date | YTD Variance | | Annual |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|-----------------|----------------------|
| | Actual | Actual | Budget | Amount | Percent | Budget |
| Professional Development | 10,830.09 | 10,830.09 | 13,061.08 | (2,230.99) | -17.08% | 156,732.96 |
| Department Admin | | | 2,141.67 | (2,141.67) | -100.00% | 25,700.04 |
| Dues & Subscriptions | 11,396.87 | 11,396.87 | 16,318.84 | (4,921.97) | -30.16% | 195,826.08 |
| Fuel & Oil | 3,541.32 | 3,541.32 | 5,365.83 | (1,824.51) | -34.00% | 64,389.96 |
| General Supplies | 1,097.13 | 1,097.13 | 5,666.66 | (4,569.53) | -80.64% | 67,999.92 |
| Insurance - Auto/Prop/Liab | | | 8,500.00 | (8,500.00) | -100.00% | 102,000.00 |
| Leasing/Equipment Rental | 3,365.76 | 3,365.76 | 3,325.00 | 40.76 | 1.23% | 39,900.00 |
| Parts & Materials | 31,444.59 | 31,444.59 | 4,583.33 | 26,861.26 | 586.06% | 54,999.96 |
| Postage/Shipping/Freight | 14,124.54 | 14,124.54 | 14,300.00 | (175.46) | -1.23% | 171,600.00 |
| Rebates & Incentives | 1,050.00 | 1,050.00 | 3,075.00 | (2,025.00) | -65.85% | 36,900.00 |
| Telecom/Network | 3,176.61 | 3,176.61 | 3,595.00 | (418.39) | -11.64% | 43,140.00 |
| Tools & Equipment | 823.88 | 823.88 | 7,258.34 | (6,434.46) | -88.65% | 87,100.08 |
| Utilities | 591.61 | 591.61 | | 591.61 | 0.00% | |
| Write-Off Bad Debt Exp | | | 416.67 | (416.67) | -100.00% | 5,000.04 |
| Capitalized G&A Contra | (9,584.23) | (9,584.23) | | (9,584.23) | 0.00% | |
| Capitalized Equipment Contra | (23,774.40) | (23,774.40) | | (23,774.40) | 0.00% | |
| | <u>125,802.43</u> | <u>125,802.43</u> | <u>143,543.09</u> | <u>(17,740.66)</u> | <u>-12.36%</u> | <u>1,722,517.08</u> |
| Professional & Contract Services | | | | | | |
| Support Services | 156,534.03 | 156,534.03 | 153,097.07 | 3,436.96 | 2.24% | 1,837,164.84 |
| Legal Services | 24,665.53 | 24,665.53 | 25,208.34 | (542.81) | -2.15% | 302,500.08 |
| Printing Services | 3,600.11 | 3,600.11 | 4,058.34 | (458.23) | -11.29% | 48,700.08 |
| | <u>184,799.67</u> | <u>184,799.67</u> | <u>182,363.75</u> | <u>2,435.92</u> | <u>1.34%</u> | <u>2,188,365.00</u> |
| Reserves & Debt Services | | | | | | |
| Interest Expense | 41,744.83 | 41,744.83 | 8,171.89 | 33,572.94 | 410.83% | 98,062.57 |
| | <u>41,744.83</u> | <u>41,744.83</u> | <u>8,171.89</u> | <u>33,572.94</u> | <u>410.83%</u> | <u>98,062.57</u> |
| Total Operating Expenses | <u>1,237,125.47</u> | <u>1,237,125.47</u> | <u>1,074,749.98</u> | <u>162,375.49</u> | <u>15.11%</u> | <u>12,896,999.65</u> |
| Net Income / (Expense) | <u>(177,542.80)</u> | <u>(177,542.80)</u> | <u>114,587.02</u> | <u>(292,129.82)</u> | <u>-254.94%</u> | <u>2,552,585.35</u> |

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 1/2020

CC-7

| Project Number | Project Name | BUDGET | | AMOUNTS PAID | | | Remaining Budget |
|---------------------------------|--------------------------------|-------------------------|-------------------------|-----------------|-----------------|------------------|--------------------|
| | | Project Forecast Budget | Expenditures to 12/2019 | Month to Date | Year to Date | Project to Date | |
| C16-134 | Auburn Blvd-Rusch Park Placer | \$10,000 | \$609 | \$0 | \$0 | \$609 | \$9,391 |
| C19-108 | 6230 Sylvan East Wall | \$50,000 | \$2,432 | \$0 | \$0 | \$2,432 | \$47,568 |
| C20-108 | Corp Yard PreArchitecture Stdy | \$100,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| C20-109 | Corp Yard Plans Specs Estimate | \$25,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Construction in Progress | | \$185,000 | \$3,042 | \$0 | \$0 | \$3,042 | \$56,958 |
| C20-010 | Water Main Replacements | \$70,000 | \$0 | \$0 | \$0 | \$0 | \$70,000 |
| C20-011 | Water Valve Replacements | \$100,000 | \$0 | \$43 | \$43 | \$43 | \$99,957 |
| C20-012 | Water Service Connections | \$850,000 | \$0 | \$51,911 | \$51,911 | \$51,911 | \$798,089 |
| C20-013 | Water Meter Replacements | \$100,000 | \$0 | \$0 | \$0 | \$0 | \$100,000 |
| C20-014 | Fire Hydrants | \$160,000 | \$0 | \$0 | \$0 | \$0 | \$160,000 |
| Annual Infrastructure | | \$1,280,000 | \$0 | \$51,953 | \$51,953 | \$51,953 | \$1,228,047 |
| C15-104B | Document Management System | \$250,000 | \$5,361 | \$0 | \$0 | \$5,361 | \$244,639 |
| C18-003 | Fleet/Field Operations Equip | \$71,325 | \$81,086 | \$0 | \$0 | \$81,086 | (\$9,760) |
| C19-003 | Fleet/Field Operations Equip | \$295,000 | \$61,079 | \$0 | \$0 | \$61,079 | \$233,921 |
| C20-003 | Fleet/Field Operations Equip | \$380,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| C20-004 | Technology Hardware/Software | \$55,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Fleet and Equipment | | \$1,051,325 | \$147,525 | \$0 | \$0 | \$147,525 | \$468,800 |
| 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 | \$1,179 | \$1,179 | \$55,272 | \$342,625 |
| C18-103 | Cologne Way 6in Main Replace | \$267,069 | \$60,776 | \$379 | \$379 | \$61,156 | \$205,913 |
| C19-101 | Robie Way 8" Main Replacement | \$341,382 | \$8,338 | \$0 | \$0 | \$8,338 | \$333,044 |
| C19-104 | Admiral MainRepl 8" | \$291,439 | \$0 | \$0 | \$0 | \$0 | \$291,439 |
| C19-105 | Whyte MainRepl 8" Langley | \$742,655 | \$27,982 | \$1,959 | \$1,959 | \$29,941 | \$712,714 |
| C19-106 | Wells Ave Main 8" | \$22,460 | \$8,341 | \$0 | \$0 | \$8,341 | \$14,120 |
| C19-107 | Rowan MainRep 8/6" Grady | \$119,095 | \$4,511 | \$0 | \$0 | \$4,511 | \$114,584 |

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 1/2020

CC-7

| Project Number | Project Name | BUDGET | | AMOUNTS PAID | | | Remaining Budget |
|-------------------------------|-------------------------------|-------------------------|-------------------------|-----------------|-----------------|------------------|--------------------|
| | | Project Forecast Budget | Expenditures to 12/2019 | Month to Date | Year to Date | Project to Date | |
| C20-101 | Fair Oaks Blvd | \$56,439 | \$0 | \$0 | \$0 | \$0 | \$0 |
| C20-102 | Langley Ave & Chance Dr | \$67,019 | \$0 | \$0 | \$0 | \$0 | \$0 |
| C20-103 | Marsala Ct | \$7,482 | \$0 | \$0 | \$0 | \$0 | \$0 |
| C20-104 | Skycrest School | \$13,765 | \$0 | \$0 | \$0 | \$0 | \$0 |
| C20-105 | Walnut Drive | \$17,133 | \$0 | \$0 | \$0 | \$0 | \$0 |
| C20-106 | Wisconsin Drive | \$33,238 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Water Mains | | \$2,429,138 | \$164,131 | \$3,517 | \$3,517 | \$167,649 | \$2,066,413 |
| C20-005 | Facilities Improvements | \$100,000 | \$0 | \$0 | \$0 | \$0 | \$100,000 |
| C20-040 | Other City Partnerships | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$150,000 |
| C20-041 | Other Misc Infrastructure | \$110,000 | \$0 | \$0 | \$0 | \$0 | \$110,000 |
| Miscellaneous Projects | | \$360,000 | \$0 | \$0 | \$0 | \$0 | \$360,000 |
| C17-104 | Groundwater Well Property Acq | \$640,000 | \$346,052 | \$0 | \$0 | \$346,052 | \$293,948 |
| C17-104A | Well #7 Patton | \$250,000 | \$30,189 | \$0 | \$0 | \$30,189 | \$219,811 |
| C17-104B | Well #8 Highland | \$0 | \$11,731 | \$2,999 | \$2,999 | \$14,729 | (\$14,729) |
| C20-020 | Groundwater Well Improvements | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$150,000 |
| C20-107 | Well Design & Construction | \$563,500 | \$0 | \$0 | \$0 | \$0 | \$563,500 |
| Wells | | \$1,603,500 | \$387,972 | \$2,999 | \$2,999 | \$390,970 | \$1,212,530 |
| Grand Totals: | | \$6,908,963 | \$702,670 | \$58,469 | \$58,469 | \$761,139 | \$5,392,749 |

JANUARY 2020 WARRANTS

| <u>CHECK</u> | <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------|---|--------------------------------|---------------|
| 68915 | Lund Construction | Contract Services-Engineering | \$16,460.46 |
| 68916 | SMUD | Utilities | \$12,607.64 |
| 68917 | TrueBlue Automation Services | Wells Maintenance | \$28,840.00 |
| 68918 | WaterWise Consulting, Inc | Contract Services-Conservation | \$10,155.78 |
| 68919 | Martin General Engineering Inc | Customer Refunds | \$130,889.30 |
| 68920 | Thomas G Tanner | Customer Refunds | \$107.44 |
| 68921 | Lipp 2006 Family Trust | Customer Refunds | \$15.50 |
| 68922 | Charles & Barbara Kibler 2000 Trust | Customer Refunds | \$83.58 |
| 68923 | Mitra Asalkhou | Customer Refunds | \$31.49 |
| 68924 | Roman Tsyganiuk | Customer Refunds | \$25.83 |
| 68925 | Veslav Orvin | Customer Refunds | \$91.98 |
| 68926 | Ronald R/Susan D Record | Customer Refunds | \$14.40 |
| 68927 | Nerissa/Joseph Magbitang | Customer Refunds | \$56.61 |
| 68928 | Derek/Rebecca Radey | Customer Refunds | \$143.29 |
| 68929 | APWA | Continued Education | \$115.00 |
| 68930 | Backflow Distributors Inc | Small Tools | \$295.75 |
| 68931 | Best Best & Krieger | Legal & Audit | \$6,569.38 |
| 68932 | Brake Masters #220 | Repair-Trucks | \$195.33 |
| 68933 | BSK Associates | Water Analysis | \$560.00 |
| 68934 | California Water Efficiency Partnership | Dues & Subscriptions | \$3,773.52 |
| 68935 | Brady Chambers | Continued Education | \$562.06 |
| 68936 | CirclePoint | Contract Services-Conservation | \$2,043.75 |
| 68937 | Consolidated | Telephone-Local/Long Distance | \$1,829.90 |
| 68938 | Robin Cope | Health Insurance | \$450.00 |
| 68939 | Cybex | Equipment Rental- Office | \$166.07 |
| 68940 | Employee Relations Inc | Contract Services-Other | \$35.50 |
| 68941 | First Apostolic Church of Citrus Heights | Fixed Assets | \$887.50 |
| 68942 | FP Mailing Solutions | Equipment Rental- Office | \$164.86 |
| 68943 | Government Finance Officers Association | Dues & Subscriptions | \$765.00 |
| 68944 | Gladwell Governmental Services Inc | Contract Services-Financial | \$150.00 |
| 68945 | ICMA Membership Renewals | Dues & Subscriptions | \$150.00 |
| 68946 | Integrity Administrators Inc | Health Insurance | \$260.48 |
| 68947 | KBA Document Solutions, LLC | Equipment Rental- Office | \$342.63 |
| 68948 | Kei Window Cleaning #12 | Janitorial | \$98.00 |
| 68949 | Kiwanis of Citrus Heights | Continued Education | \$681.00 |
| 68950 | Maze & Associates | Legal & Audit | \$1,500.00 |
| 68951 | Office Depot | Office Expense | \$215.45 |
| 68952 | One Print Source & Graphics | Printing | \$46.33 |
| 68953 | Republic Services #922 | Utilities | \$280.13 |
| 68954 | Regional Government Services | Contract Services-Other | \$290.00 |
| 68955 | Ray Riehle | Continued Education | \$707.34 |
| 68956 | Roseville Auto Upholstery | Repair-Trucks | \$313.17 |
| 68957 | Sacramento County Municipal Services Agency | Permit Fees | \$365.75 |

JANUARY 2020 WARRANTS

| <u>CHECK</u> | <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------|--|---|---------------|
| 68958 | Smoke Busters | Repair-Trucks | \$240.00 |
| 68959 | Sonitrol | Equipment Rental- Office | \$181.91 |
| 68960 | US Bank I.M.P.A.C. Government Services | Continued Education | \$7,988.67 |
| 68961 | Kimberlee A Yuson | Customer Refunds | \$154.15 |
| 68962 | Peggy G Northrop | Customer Refunds | \$16.70 |
| 68963 | Brent Deming | Customer Refunds | \$521.91 |
| 68964 | Kim A Brand | Customer Refunds | \$172.55 |
| 68965 | Brewer Trust | Customer Refunds | \$115.11 |
| 68966 | Albert J/Geraldine A Tonar | Customer Refunds | \$177.52 |
| 68967 | Clifford Wagoner | Customer Refunds | \$102.73 |
| 68968 | Betsy Ferrucci | Customer Refunds | \$116.61 |
| 68969 | Prosch Family Trust | Customer Refunds | \$177.34 |
| 68970 | Luke/Violet Morrison | Customer Refunds | \$399.88 |
| 68971 | Gordon/Anna Baca | Customer Refunds | \$150.69 |
| 68972 | Amir Ali Tahmasebi | Customer Refunds | \$10.81 |
| 68973 | Cory A Whitten | Customer Refunds | \$232.47 |
| 68974 | Phoenix Dynasty Corporation | Customer Refunds | \$210.51 |
| 68975 | Allsteel Inc | Material | \$566.60 |
| 68976 | AnswerNet | Telephone-Answering Service | \$288.14 |
| 68977 | California-Nevada Section AWWA | Dues & Subscriptions | \$20.00 |
| 68978 | Bart/Riebes Auto Parts | Repair-Trucks | \$872.03 |
| 68979 | Best Best & Krieger | Legal & Audit | \$5,179.88 |
| 68980 | Citrus Heights Community Center | Equipment Rental- Office | \$1,020.00 |
| 68981 | Corelogic Information Solutions Inc | Dues & Subscriptions | \$206.00 |
| 68982 | Dawson Oil Company | Gas & Oil | \$458.45 |
| 68983 | Harris & Associates | Contract Services-Engineering | \$720.00 |
| 68984 | Lowe's | Supplies-Field | \$288.64 |
| 68985 | Moonlight BPO | Contract Services-Bill Print/Mail | \$7,111.30 |
| 68986 | Regional Government Services | Contract Services-Other | \$475.00 |
| 68987 | RW Trucking | Contract Services-Miscellaneous | \$787.95 |
| 68988 | Signs In 1 Day Inc | Repair-Trucks | \$10.78 |
| 68989 | S.I.C.H. | Office Miscellaneous | \$60.00 |
| 68990 | Spot on Signs & Graphics | Contract Services-Office Repair/Maintenance | \$172.75 |
| 68991 | Superior Equipment Repair | Repair-Trucks | \$2,823.23 |
| 68992 | State Water Resources Control Board | Dues & Subscriptions | \$60.00 |
| 68993 | Voyager Fleet Systems Inc | Gas & Oil | \$1,857.95 |
| 68994 | Walker's Office Supplies | Office Expense | \$114.38 |
| 68995 | Igor Branets | Customer Refunds | \$47.45 |
| 68996 | Alexander's Contract Services | Contract Services-Meter Read | \$5,044.01 |
| 68997 | Lawrence D/Mary A Shevlin | Customer Refunds | \$121.81 |
| 68998 | Daniel J Pfeffer | Customer Refunds | \$147.71 |
| 68999 | Tress O Putnam | Customer Refunds | \$15.41 |
| 69000 | Shirley A Saunders | Customer Refunds | \$10.21 |
| 69001 | Cynthia A/Jessica D Reed | Customer Refunds | \$186.76 |
| 69002 | Billy F Neal | Customer Refunds | \$28.16 |
| 69003 | Minta M Ricketts | Customer Refunds | \$793.82 |

JANUARY 2020 WARRANTS

| <u>CHECK</u> | <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------|--|-----------------------------------|---------------|
| 69004 | Lund Construction | Customer Refunds | \$1,778.00 |
| 69005 | Mithell Ray McEfee | Customer Refunds | \$10.95 |
| 69006 | Kyle Clanton | Customer Refunds | \$116.73 |
| 69007 | Janet A Keilig | Customer Refunds | \$116.41 |
| 69008 | Nicole Woods Family Trust | Customer Refunds | \$13.35 |
| 69009 | Sean/Samantha O'Boyle | Customer Refunds | \$63.73 |
| 69010 | MEM Trust | Customer Refunds | \$57.95 |
| 69011 | Barbara B Figueira Trust | Customer Refunds | \$225.00 |
| 69012 | Al's Land Clearing Inc. | Customer Refunds | \$987.61 |
| 69013 | JKR Investments Inc | Customer Refunds | \$48.27 |
| 69014 | Albom & Associates | Contract Services-Financial | \$389.23 |
| 69015 | Alexander's Contract Services | Contract Services-Meter Read | \$1,643.98 |
| 69016 | Avalon Custodial Care | Janitorial | \$695.00 |
| 69017 | Axcient Holdings LLC | Maintenance Agreement-Software | \$444.30 |
| 69018 | Axiom Technologies LLC | Contract Services-Other | \$2,124.00 |
| 69019 | Best Best & Krieger | Legal & Audit | \$7,517.27 |
| 69020 | BSK Associates | Water Analysis | \$560.00 |
| 69021 | California Surveying & Drafting Supply | Small Tools | \$5.00 |
| 69022 | Citrus Heights Chamber of Commerce | Continued Education | \$5,000.00 |
| 69023 | Colantuono, Highsmith & Whatley, PC | Legal & Audit | \$397.50 |
| 69024 | Anthony/Carey Chavis | Customer Refunds | \$145.08 |
| 69025 | Fast Action Pest Control | Contract Services-Miscellaneous | \$115.00 |
| 69026 | Ferguson Enterprises Inc #1423 | Material | \$6,916.12 |
| 69027 | Hansen Software Corporation | Maintenance Agreement-Software | \$400.00 |
| 69028 | KBA Document Solutions Inc | Equipment Rental- Office | \$1,212.74 |
| 69029 | Liebert Cassidy Whitmore | Legal & Audit | \$1,178.00 |
| 69030 | Pacific Gas & Electric | Utilities | \$226.66 |
| 69031 | Red Wing Shoe Store | Small Tools | \$208.47 |
| 69032 | Sagent | Contract Services-Other | \$7,997.57 |
| 69033 | SitelogIQ | Maintenance Agreement-Equipment | \$2,285.41 |
| 69034 | S.I.C.H. | Office Miscellaneous | \$60.00 |
| 69035 | SureWest Directories | Telephone-Local/Long Distance | \$49.00 |
| 69036 | State Water Resources Control Board | Dues & Subscriptions | \$155.00 |
| 69037 | Thomson Reuters | Dues & Subscriptions | \$74.35 |
| 69038 | Titan Workforce LLC | Contract Services-Temporary Labor | \$560.00 |
| 69039 | Uni Waste LLC | Contract Services-Other | \$469.49 |
| 69040 | Walker's Office Supplies | Office Expense | \$47.26 |
| 69041 | WaterWise Consulting, Inc | Contract Services-Conservation | \$350.00 |
| 69042 | Wolf Consulting | Contract Services-Other | \$4,250.00 |
| 69043 | Best Best & Krieger | Legal & Audit | \$7,635.98 |
| 69044 | Linda Breece | Toilet Rebate Program | \$75.00 |
| 69045 | Adelaida Hicks | Toilet Rebate Program | \$150.00 |
| 69046 | Integrity Administrators Inc | Health Insurance | \$5,000.00 |
| 69047 | Brittany Jimenez | Toilet Rebate Program | \$150.00 |
| 69048 | Sagent | Contract Services-Other | \$7,470.00 |
| 69049 | Jan Schiavone | Toilet Rebate ProgRam | \$75.00 |

JANUARY 2020 WARRANTS

| <u>CHECK</u> | <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------------|-------------------------|-------------------------------|----------------------------|
| Total | | | <u>\$333,245.59</u> |
| ACH | DEC 2019 CHASE | Bank Fee | \$2,270.46 |
| ACH | DECEMBER19 BOW | Bank Fee | \$1,178.48 |
| ACH | FEB 2020 CAL CHOICE | Health Insurance | \$42,239.24 |
| ACH | FEB 2020 PRINCIPAL | Health Insurance | \$7,767.88 |
| ACH | IC 1168-2019-12 | Bank Fee | \$4,307.85 |
| ACH | ICMA ROTH 1/9/20 PAYDAY | Deferred Compensation | \$100.00 |
| ACH | ICMA ROTH 1/23/20 PDAY | Deferred Compensation | \$100.00 |
| ACH | PERS 12/12/19 PAYDAY | PERS | \$19,231.19 |
| ACH | USBANK 2/1/20 DSV | COP Debt Service | \$131,744.83 |
| ACH | VALIC 1/9/20 PAYDAY | Deferred Compensation | \$17,876.42 |
| ACH | PAYCHEX | Contract Services-Other | \$511.70 |
| ACH | ICMA 1/23/20 PAYDAY | Deferred Compensation | \$6,513.44 |
| ACH | ICMA 1/9/20 PAYDAY | Deferred Compensation | \$2,990.39 |
| ACH | JPMORGAN DEC 2019 | See February Agenda Item CC-9 | \$7,235.02 |
| ACH | PERS 12/26/19 PAYDAY | PERS | \$18,875.14 |
| ACH | VALIC 1/23/20 PAYDAY | Deferred Compensation | \$7,437.83 |
| Total | | | <u>\$270,379.87</u> |
| Grand Total | | | <u><u>\$603,625.46</u></u> |

February Checks Approved at February Board Meeting

| | | | |
|--------------|--------------------------------|-------------------------------|---------------------|
| 69115 | Ferguson Enterprises Inc #1423 | Material | \$20,662.15 |
| 69116 | Harris & Associates | Contract Services-Engineering | \$66,277.68 |
| 69117 | KASL Consulting Engineers | Contract Services-Engineering | \$12,392.90 |
| 69118 | Lund Construction | Contract Services-Engineering | \$20,741.92 |
| 69120 | San Juan Water District | Purchased Water | \$608,988.88 |
| 69121 | SMUD | Utilities | \$11,825.26 |
| 69122 | SWRCB | Dues & Subscriptions | \$51,233.95 |
| Total | | | <u>\$792,122.74</u> |

**Purchase-Card Distributions
Jan-20**

| Name | Professional Development | Tools & Equipment | District Events & Recognition | Postage/Shipping/ Freight | General Supplies | Equipment Maintenance | Maintenance/ Licensing | Support Services | Total Bill |
|-------------------|-------------------------------------|----------------------------------|--|--------------------------------------|-----------------------------|----------------------------------|-----------------------------------|-----------------------------|--------------------|
| Shockley | \$ 7,071.32 | \$ 431.71 | \$ 428.15 | \$ 129.95 | \$ 152.55 | \$ 265.99 | | | \$ 8,479.67 |
| Spiers | | | | | \$ 17.76 | | | | \$ 17.76 |
| Talwar | | | \$ 24.44 | | | | \$ 310.00 | | \$ 334.44 |
| Pieri | | | \$ 101.25 | | | | | | \$ 101.25 |
| Straus | \$ 12.12 | | \$ 157.98 | | | | | | \$ 170.10 |
| Henry | | | \$ 267.22 | | | | | \$ 135.00 | \$ 402.22 |
| Total Bill | \$ 7,083.44 | \$ 431.71 | \$ 979.04 | \$ 129.95 | \$ 170.31 | \$ 265.99 | \$ 310.00 | \$ 135.00 | \$ 9,505.44 |

Citrus Heights Water District
 2020 Staff Training Courses/Seminars/Conferences

as of 2/12/2020

DIRECTORS

| Date | Days | Topic | Organizing Agency | Location | Attendee | Total Expenses | Registration | Hotel | Meals | Transportation |
|-----------------|------|--------------------|-------------------|----------------|---------------|----------------|--------------|----------|-------|----------------|
| 2/24/20-2/28/20 | 5 | ACWA Conference DC | ACWA | Washington, DC | Ray Riehle | 3,173.90 | 710.00 | 1,731.55 | | 732.35 |
| 2/24/20-2/28/20 | 5 | ACWA Conference DC | ACWA | Washington, DC | Caryl Sheehan | 2,933.65 | 710.00 | 1,731.15 | | 492.50 |

Total - Directors 6,107.55

STAFF

| Date | Days | Topic | Organizing Agency | Location | Attendee | Total Expenses | Registration | Hotel | Meals | Transportation |
|-----------------|------|-------------------------------|-------------------|-------------------|------------------|----------------|--------------|----------|-------|----------------|
| 1/27/20-1/31/20 | 4 | CSMFO Conference | CSMFO | Anaheim, CA | Alberto Preciado | 891.05 | | 891.05 | | |
| 1/28/20-1/31/20 | 5 | CSMFO Conference | CSMFO | Anaheim, CA | Beth Shockley | 2,127.64 | 645.00 | 901.44 | 80.00 | 501.20 |
| 2/17/20-2/21/20 | 5 | Cappo Conference | Cappo | San Diego, CA | Alberto Preciado | 575.00 | 575.00 | | | |
| 2/25/20-2/27/20 | 3 | Utility Management Conference | AWWA | Anaheim, CA | Paul Dietrich | 350.96 | | | | 350.96 |
| 2/25/20-2/27/20 | 3 | Utility Management Conference | AWWA | Anaheim, CA | Missy Pieri | 293.96 | | | | 293.96 |
| 2/24/20-2/28/20 | 5 | ACWA Conference DC | ACWA | Washington, DC | Madeline Henry | 2,846.11 | 710.00 | 1,731.15 | | 404.96 |
| 2/24/20-2/28/20 | 5 | ACWA Conference DC | ACWA | Washington, DC | Hilary Straus | 2,933.65 | 710.00 | 1,731.15 | | 492.50 |
| 2/24/20-2/28/20 | 5 | ACWA Conference DC | ACWA | Washington, DC | Susan Talwar | 3,041.95 | 710.00 | 1,731.15 | | 600.80 |
| 4/6/20-4/9/20 | 4 | AWWA Spring Conference | AWWA | Anaheim, CA | Ryon Ridner | 1,422.99 | 549.00 | 873.99 | | |
| 4/6/20-4/9/20 | 4 | AWWA Spring Conference | AWWA | Anaheim, CA | Rick Jimenez | 1,422.99 | 549.00 | 873.99 | | |
| 4/6/20-4/9/20 | 4 | AWWA Spring Conference | AWWA | Anaheim, CA | James Buford | 1,422.99 | 549.00 | 873.99 | | |
| 4/6/20-4/9/20 | 4 | AWWA Spring Conference | AWWA | Anaheim, CA | Jarrett Flink | 1,422.99 | 549.00 | 873.99 | | |
| 4/6/20-4/9/20 | 4 | AWWA Spring Conference | AWWA | Anaheim, CA | James Ferro | 1,422.99 | 549.00 | 873.99 | | |
| 4/20/20-4/23/20 | 3 | Capio 2020 | Capio | Santa Barbara, CA | Madeline Henry | 1,331.75 | 615.00 | 716.75 | | |
| 5/16/20-5/20/20 | 5 | GFOA Conference | GFOA | New Orleans, LA | Susan Talwar | 511.96 | 765.00 | | | 511.96 |
| 7/12/20-7/17/20 | 5 | ESRI User Conference | ESRI | San Diego, CA | Timothy Katkanov | 1,100.00 | | 1,100.00 | | |
| 8/8/20-8/13/20 | 5 | UESI Pipeline Conference | UeSI | San Antonio, TX | Tamar Dawson | 635.00 | | 635.00 | | |

Total - Staff 23,753.98

Grand Total 29,861.53

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : February 10, 2020
 PREPARED BY : Brittney Moore, Management Analyst

The following District employees were recognized for perfect attendance during December 2019, and outstanding customer service and quality of work during the month of January 2020.

Administrative Services & Water Efficiency Department

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|----------------|-------------------|-------------------------|--|
| Brady Chambers | Yes | | |
| Kelly Drake | Yes | | |
| Madeline Henry | Yes | | Assisted with implementation of the ADP Payroll System. Coordinated District's Employee Benefits Enrollment. Provided recruitment assistance, and served on the interview panel for the Water Distribution Worker/ Operator positions. |

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|------------------|-------------------|--|---|
| Dana Mellado | Yes | <p>Provided assistance in working with Public Agencies on Budget Rate Adjustment.</p> <p>Customer called to thank her for exceptional service after she assisted with identifying a misread on the customer's meter, voiding the original bill, issuing a corrected bill, and following up via telephone to advise the customer of the outcome. The customer was grateful that this situation was diagnosed and corrected in the same day.</p> | |
| Rex Meurer | Yes | | |
| Brittney Moore | Yes | | <p>Assisted with implementation of the ADP Payroll System.</p> <p>Coordinated District's Employee Benefits Enrollment.</p> <p>Provided recruitment assistance, and served on the interview panel for the Water Distribution Worker/ Operator positions.</p> |
| Alberto Preciado | Yes | | <p>Assisted with implementation of the ADP Payroll System.</p> <p>Presented at January Board Meeting during staff outage.</p> |
| Beth Shockley | Yes | <p>Provided Customer Service assistance during staff outages.</p> | |

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|---------------|-------------------|--|---|
| Desiree Smith | Yes | Customer called and spoke to her regarding a high bill due to a potential leak. She assisted with identifying a misread on the meter, voiding the original bill and rebilling the customer. The customer was grateful that this was all diagnosed and corrected on the same day and thanked her for the exceptional service. | Presented at the January Safety Meeting. Provided assistance with updates related to Budget. |
| | | | |

Engineering Department

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|---------------|-------------------|-------------------------|--|
| Tamar Dawson | Yes | | Prepared an easy to use fillable pdf form for developers to use to determine Project Charges and Fees. |
| Paul Dietrich | Yes | | Attended the January Board Meeting. Took the lead in obtaining proposals and preparing a new contract for potholing services. |
| Neil Tamagni | Yes | | Assisted with obtaining proposals and preparing a new contract for potholing services. |

Operations Department

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|---------------|-------------------|--|--|
| James Buford | | | Served on the interview panel for the Water Distribution Worker/ Operator positions. |
| Tim Cutler | Yes | | Served on the interview panel for the Water Distribution Worker/ Operator positions. |
| James Ferro | Yes | | |
| Jarrett Flink | Yes | | Served on the interview panel for the Water Distribution Worker/ Operator positions. |
| Brian Hensley | Yes | | |
| Rick Jimenez | | | Presented at the January Safety Meeting. |
| Mike Mariedth | Yes | | |
| Rebecca Scott | Yes | | |
| Nick Spiers | Yes | | |
| John Spinella | Yes | Customer called to thank him for exceptional service, after he went out and identified a misread on the customer's meter. The customer was grateful that this situation was diagnosed and corrected on the same day. | |
| Jason Tupper | Yes | | |

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
FEBRUARY 19, 2020 MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : February 11, 2020
 PREPARED BY : Madeline Henry, Administrative Services Manager

OBJECTIVE:

Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA

| MEETING DATE | MEETING TYPE | ITEM DESCRIPTION | ASSIGNED | AGENDA TYPE | AGENDA ITEM |
|---------------------------------|-----------------|---|-----------------|-------------|-------------|
| March 18, 2020 | | | | | |
| March 18, 2020 | | Revise Water Turn On Policy | Gordon | B | A |
| March 18, 2020 | | Public Hearing By-District Elections | Henry | B | A |
| March 18, 2020 | | Groundwater Program Update | Henry | S | A |
| April 15, 2020 | | | | | |
| April 15, 2020 | | Agreement with Mason Smith Success Strategies | Henry | CC | A |
| April 15, 2020 | | Agreement with Godbe Research | Henry | B | A |
| April 15, 2020 | | Well Site Real Property--Highland Ave | Gordon | B | A |
| May 20, 2020 | | | | | |
| May 18, 2020 | | Poster Contest Presentation | Gordon/Meurer | P | A |
| May 18, 2020 | | CAFR Review | Talwar/Preciado | B | A |
| May 18, 2020 | | Resolution Calling for Election | Henry | B | A |
| May 18, 2020 | | Strategic Plan Update | Henry | CC | A |
| May 28, 2020 | | | | | |
| May 28, 2020 | Special Meeting | 2021 Strategic Plan | | | |
| June 17, 2020 | | | | | |
| June 17, 2020 | | Budget Document Review | Talwar/Preciado | P | A |
| June 17, 2020 | | Finance Corporation, Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp. | Talwar | B | A |
| July 15, 2020- Cancelled | | | | | |
| August 19, 2020 | | | | | |
| August 19, 2020 | | 2021 Strategic Plan | Henry | P | A |
| August 19, 2020 | | CIP Update | Pieri | P | A |

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : January 30, 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 or Second Quarter of 2020 (Final Completion Update) | Yes | Masterplan for replacement of water mains. | Top Alternative Implementation Plan developed and discussed at CAC Workshop #8 on 09/10/19. Technical Memos being compiled into one document by consultant. Expect to be completed in first Quarter of 2020. Board Presentation expected in first or second Quarter of 2020. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|--|-------------|---|--------------------------------------|-------------------------|--|---|
| CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout | Engineering | Director of Engineering and Project Manager | Yes, 07/17/19 (Award of Contract) | Yes | Masterplan for office space requirements through 2045. | Staffing Plan Report drafted on 02/03/20. Team provided comments on 02/11/20. Next meeting scheduled for 03/04/20. |
| CAPITAL IMPROVEMENT PROJECT Highland Ave & Rosa Vista Ln 8" Water Mains | Engineering | Senior Construction Inspector and Project Manager | Yes, 06/20/18 (Notice of Completion) | Yes | 2017 design, 2018 construction. | Easements being prepared by District. 6825/28 Rosa Vista Lane easement recorded on 08/15/19. 6822 Rosa Vista Lane easement recorded on 11/05/19. 6821 & 6832 Rosa Vista Lane recorded on 12/27/19. Awaiting easements from one other property owner. |
| CAPITAL IMPROVEMENT PROJECT Pleasantview Dr 8" Water Main | Engineering | Project Manager, Assistant Engineer and Senior Construction Inspector | Yes, 04/17/19 (Award of Contract) | Yes | 2018 design, 2019 construction. | Award of Contract approved on 04/17/19. Construction began on 06/24/19. 100% Complete. Notice of Completion recorded on 01/15/20. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|---|-------------|--|---|-------------------------|---------------------------------|--|
| CAPITAL IMPROVEMENT PROJECT Michigan Dr 8" & 6" Water Mains | Engineering | Project Manager and Assistant Engineer | Yes, Anticipated 02/19/20 (Award of Contract) | Yes | 2019 design, 2020 construction. | Easements secured for 8 of 8 properties. Bid opening occurred on 01/28/20. Anticipate Award of Construction at 02/19/20 Board Meeting. |
| CAPITAL IMPROVEMENT PROJECT Old Auburn Rd - Daffodil to Wooddale 8" Water Main | Engineering | Project Manager and Assistant Engineer | Yes, 08/21/19 (Award of Contract) | Yes | 2018 design, 2019 construction. | Notice to Proceed sent to contractor on 09/30/19. 100% Complete. Project Close-out in progress. |
| CAPITAL IMPROVEMENT PROJECT Cologne Way 6" Water Main | Engineering | Project Manager and Assistant Engineer | Yes, Anticipated 02/19/20 (Award of Contract) | Yes | 2019 design, 2020 construction. | Easements secured for 8 of 8 properties. Bid opening occurred on 01/28/20. Anticipate Award of Construction at 02/19/20 Board Meeting. |

| 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 Quiet Oak Ln 8" Water Main | Engineering | Project Manager, Assistant Engineer and Senior Construction Inspector | Yes, 04/17/19 (Award of Contract) | Yes | 2018 design, 2019 construction. | Award of Contract approved on 04/17/19. Construction began on 06/24/19. 100% Complete. Notice of Completion recorded on 01/15/20. |
| CAPITAL IMPROVEMENT PROJECT Patton Avenue - Watson Way to North Water Main | Engineering | Project Manager and Assistant Engineer | Yes, 08/21/19 (Award of Contract) | Yes | 2019 design, 2019 construction. | Notice to Proceed sent to contractor on 09/30/19. 100% Complete. Project Close-out in progress. |
| CAPITAL IMPROVEMENT PROJECT Watson Way - Sherlock Way to Well Site Water Main | Engineering | Project Manager and Assistant Engineer | Yes, 08/21/19 (Award of Contract) | Yes | 2019 design, 2019 construction. | Notice to Proceed sent to contractor on 09/30/19. 100% Complete. Project Close-out in progress. |
| CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd East Side Wall | Engineering | Project Manager and Assistant Engineer | Yes, TBD | No | Wall along the east side of District property. | Task Order executed with Engineer. District following up with SJUSD regarding property. |

| 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 Whyte Ave & Langley Ave Water Main | Engineering | Project Manager and Assistant Engineer | Yes, TBD | Yes | 2020 design, 2020 construction. | Surveying completed for project. District preparing potholing plan and solicited to three contractors for proposals on 01/23/20. Awaiting proposals. |
| CAPITAL IMPROVEMENT PROJECT Robie Way - Water Main | Engineering | Project Manager and Assistant Engineer | Yes, TBD | Yes | 2020 design, 2020 construction. | Surveying completed for project. District preparing potholing plan and solicited to three contractors for proposals on 01/23/20. Awaiting proposals. |
| CAPITAL IMPROVEMENT PROJECT Rowan Way - Water Main | Engineering | Project Manager and Assistant Engineer | Yes, TBD | Yes | 2020 design, 2020 construction. | Surveying completed for project. District preparing 60% plans. |
| PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Dr | Engineering | Director of Engineering and Assistant Engineer | Yes, TBD | No | 200-300 unit development by Watt Communities. | 3 easements received on 02/05/20. District received sixth submittal from developer's engineer on 02/05/20. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|--|-------------|--|---------------------------------------|-------------------------|---|---|
| <p>PRIVATE DEVELOPMENT Mitchell Farms Land Exchange - 7925 Arcadia Dr</p> | 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. | <p>Board approved the agreement at the November Board meeting.</p> <p>District finalizing document signing with the developer.</p> |
| <p>PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch</p> | Engineering | Director of Engineering and Assistant Engineer | No | No | 23 lot subdivision. | <p>District signed plans on 12/04/19.</p> <p>Reimbursement Agreement to be signed by developer.</p> |
| <p>PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments</p> | Engineering | Director of Engineering and Assistant Engineer | No | No | Seniors apartment complex with 42 one bedroom and 68 two bedroom units. | <p>Received Project Referral and proposed site plan on 11/13/18.</p> <p>District sent Will Serve Letter on 12/04/18.</p> <p>Awaiting first submittal from developer's engineer.</p> |
| <p>PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3</p> | Engineering | Director of Engineering and Assistant Engineer | No | No | Parcel being split into 3 for 3 home subdivision. | <p>Plans signed on 09/19/18.</p> <p>Awaiting construction.</p> |

| 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. | Received initial plans on 10/01/18. District provided comments to the developer's engineer on 01/02/19. |
| PRIVATE DEVELOPMENT 8116 Holly Dr Parcel Split 1 - 2 | Engineering | Director of Engineering and Assistant Engineer | No | No | Parcel being split into 2 with 2 existing homes and meters. | Received Project Referral 11/16/18. Conditions of Approval letter sent 11/28/18. |
| PRIVATE DEVELOPMENT 6920 Auburn Blvd Stock Ranch Plaza - Parcel 11 | Engineering | Senior Construction Inspector | No | No | Commercial Development. | Construction began on 05/23/19. 100% Complete. Project close-out in progress. |
| PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village | Engineering | Director of Engineering and Assistant Engineer | No | No | Redevelopment of Sunrise Village. | Received Project Review request from City of Citrus Heights on 07/03/19. District provided will serve letter to the City on 07/31/19. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|---|--------------------|---|-----------------------|-------------------------|---|---|
| <p>PRIVATE DEVELOPMENT 8501 Auburn Blvd Parcel Split</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>Potential parcel split from one parcel to four parcels.</p> | <p>Sent conditions of approval letter on 09/06/18.</p> |
| <p>PRIVATE DEVELOPMENT 8501 Auburn Blvd Studio Movie Grill</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>Commercial Development.</p> | <p>Final plans signed on 10/17/19.</p> <p>Preconstruction meeting on 10/30/19. 75% complete on water service to Studio Movie Grill.</p> <p>Provided comments to easement and quitclaim exhibit for project on 01/27/20.</p> |
| <p>PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>Proposed multi-unit housing complex for low-income and homeless.</p> | <p>Received project referral and initial plans on 10/11/18.</p> <p>Will-Serve letter sent 11/21/18.</p> <p>Awaiting first plan submittal from developer's engineer.</p> |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|---|-------------|--|-----------------------|-------------------------|--------------------------------|---|
| PRIVATE DEVELOPMENT 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 05/20/19. |
| 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 7800 Greenback Ln Hobby Lobby | Engineering | Director of Engineering and Assistant Engineer | No | No | Commercial Development. | District signed plans on 02/05/20. Contractor to perform water upgrades by 02/24/02. |
| PRIVATE DEVELOPMENT 5511 Sunrise Blvd Boston Pizza | Engineering | Director of Engineering and Assistant Engineer | No | No | Commercial Development. | Will Serve Letter sent on 04/16/19. Easement received and recorded on 11/06/19. Contractor to perform water upgrades by 03/01/20. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|---|-------------|--|-----------------------|-------------------------|---|---|
| COMCAST | Engineering | Assistant Engineer and GIS Specialist | No | No | Various communications boring projects throughout the service area. | District has provided water utility maps for all requested projects. Awaiting resubmittal from Comcast engineer. Awaiting as-builts on all completed projects. |
| CITY OF CITRUS HEIGHTS DRAINAGE PROJECT Wonder St | Engineering | Director of Engineering and Assistant Engineer | Yes, TBD | Yes | Wonder St Drainage Project. | Anticipate bid and start of construction in 2020. |
| CITY OF CITRUS HEIGHTS PROJECT Bonita & Old Auburn Rd Storm Drain Improvements | Engineering | Director of Engineering and Assistant Engineer | No | No | Bonita Way & Old Auburn Rd Storm Drain Project. | District prepared comments on the conflict map and Cost Liability to the City of Citrus Heights on 10/31/19. Received plans on 12/27/19. Provided plan notes to City's Engineer on 01/16/20. District to follow-up with any additional comments to City's Engineer. |

| 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 III | Engineering | Director of Engineering and Assistant Engineer | No | Yes | Frontage improvements along west side of Mariposa Ave from Northridge to Eastgate. | District inspecting City contractor's work as needed. Awaiting completion of storm drain improvements by City contractor. 99% complete. |
| CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV | Engineering | Director of Engineering and Assistant Engineer | Yes, TBD | Yes | Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School. | Attended kick-off meeting with the City on 01/14/19. District provided comments to City's engineer on 05/02/19. District prepared Cost Liability letter to the City of Citrus Heights on 06/27/19. |
| COUNTY OF SACRAMENTO Overlay Oak Avenue from Hazel Ave to Granite Ave | Engineering | Director of Engineering and Senior Construction Inspector | No | No | Road improvements along Oak Ave from Hazel Ave to Granite Ave. | District prepared agreement with County contractor. Project 100% Complete. |

| Items of Interest | Department | Project Team | 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) | Yes | Annex properties into the District to clarify and revise District boundaries. | <p>Preparing initial project information letters to customers.</p> <p>Engineer preparing exhibits for parcels. 51 of 51 exhibits complete. Exhibits to be sent to LAFCo for preliminary review.</p> <p>Project 25% Complete.</p> |
| District-wide Easement Project | Engineering | Director of Engineering, Project Manager and Assistant Engineer | Yes, TBD | Yes | Research and review District facility locations and easements for potential additions/revisions. | Staff will begin this project once the annexation project is near completion. |

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : February 5, 2020
 PREPARED BY : David M. Gordon, Director of Operations
 Tim Cutler, Water Distribution Supervisor
 Rebecca Scott, Senior Management Analyst

| Facilities Maintenance | | | CIP Projects | | |
|-------------------------------|----------------|--------------|--|----------------|--------------|
| | Completed WO's | | | Completed WO's | |
| | Jan. | Year to Date | | Jan. | Year to Date |
| Backflow Maintenance | 0 | 0 | C19-010 Water Mainline | 0 | 0 |
| Blow Off Maintenance | 0 | 0 | C19-011 Water Valves | 1 | 1 |
| Hydrant Maintenance | 41 | 41 | C19-012 Water Services | 31 | 31 |
| Leak Investigation | 0 | 0 | C19-013 Water Meters | 0 | 0 |
| Mainline Repair/Maintenance | 0 | 0 | C19-014 Fire Hydrants | 0 | 0 |
| Meter Box Maintenance | 1 | 1 | C19-103 Pot Hole Main | 0 | 0 |
| Meter Register Replacement | 29 | 29 | TOTAL | 32 | 32 |
| Meter Repair/Test/Maintenance | 2 | 2 | Water Quality | | |
| Pot Hole Work | 0 | 0 | <i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.</i> | | |
| Water Service Repair/Locate | 1 | 1 | | | |
| Valve, Mainline Maintenance | 71 | 71 | | | |
| Valve Box Maintenance | 0 | 0 | | | |
| TOTAL | 145 | 145 | | | |

CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
FEBRUARY 19, 2020 MEETING

SUBJECT : 2020 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : February 5, 2020
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 David M. Gordon, Director of Operations

OBJECTIVE:

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

| Month | 2013 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | | | | Year-to-Date Comparison to 2013 | |
|--------------|---------------------|----------|-----------|-----------|-----------|-----------|-------------------------|-----------------------|---------------------|--------------------|---------------------------------|--------|
| | Total Water Monthly | | | | | | Surface Water Purchased | Ground Water Produced | Total Water Monthly | Total Water Annual | acre feet | % |
| | acre feet | | | | | | acre feet | | | | | |
| Jan | 602.52 | 570.05 | 539.60 | 506.81 | 531.38 | 520.86 | 425.22 | 93.81 | 519.03 | 519.03 | -83.49 | -13.9% |
| Feb | 606.36 | 511.52 | 484.53 | 443.99 | 525.73 | 447.48 | | | | | | |
| Mar | 819.55 | 725.95 | 517.56 | 546.60 | 540.78 | 516.87 | | | | | | |
| Apr | 1,029.73 | 761.02 | 677.81 | 575.52 | 646.09 | 682.90 | | | | | | |
| May | 1,603.43 | 869.08 | 979.49 | 1,138.72 | 1,072.27 | 977.41 | | | | | | |
| Jun | 1,816.73 | 1,065.10 | 1,343.76 | 1,412.94 | 1,387.03 | 1,328.07 | | | | | | |
| Jul | 2,059.21 | 1,184.95 | 1,544.57 | 1,650.76 | 1,737.13 | 1,582.40 | | | | | | |
| Aug | 1,924.28 | 1,188.18 | 1,579.80 | 1,570.80 | 1,583.78 | 1,603.36 | | | | | | |
| Sep | 1,509.82 | 1,069.78 | 1,257.91 | 1,441.76 | 1,330.19 | 1,297.12 | | | | | | |
| Oct | 1,297.42 | 918.67 | 840.80 | 1,128.97 | 1,061.88 | 1,083.17 | | | | | | |
| Nov | 911.55 | 589.6 | 561.82 | 631.55 | 807.7 | 839.06 | | | | | | |
| Dec | 700.94 | 519.57 | 518.62 | 574.43 | 558.97 | 548.17 | | | | | | |
| Total | 14,881.54 | 9,973.47 | 10,846.27 | 11,622.85 | 11,782.93 | 11,426.87 | 425.22 | 93.81 | 519.03 | 519.03 | | |
| % of Total | | | | | | | 81.93% | 18.07% | | | | |

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : February 5, 2020
PREPARED BY : David M. Gordon, Director of Operations
 Brian Hensley, Water Resources Supervisor

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of February 1, 2020, storage in Folsom Lake (Lake) was at 486,800 acre-feet, 50 percent of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 24,300 acre-feet in the past month.

The District's total water use during the month of January 2020 (519.03 acre-feet) was 13.9 percent below that of January 2013 (602.52 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
 STATUS : Information Item
 REPORT DATE : February 4, 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 January 2020 include:

- 14 High Efficiency Toilet (HET) rebates were processed. This compares to nine HET rebates processed for the month of January 2019. The five year monthly average (2015-2019) of January HET rebates is 15.
- A total of nine High Efficiency Clothes Washer (HECW) rebates were issued during the third quarter of 2019. This compares to three HECW rebates issued for the third quarter of 2018. A total of 21 HECW rebates were issued in 2019.
- 7 service calls were completed. There were 2 reports of water waste received through CHWD's Water Efficiency web page.
- CHWD has secured three garden plots at the Sylvan Ranch Community Garden (SRCG). The plots will feature water efficient landscaping. The project will be completed in two phases. Phase I will include a gardening area at the corner of Sylvan Rd. and Stock Ranch Rd. Phase II will be an education area for activities, such as workshops and presentations. The landscape design consultant has submitted draft plans for Phase I of the project. The draft plans are being reviewed by staff and the SRCG Board for final revisions and comments. The final design will be presented to the CHWD Board in the first or second quarter of 2020.
- Three of four WaterSmart classes have been scheduled for 2020. The class dates will be Saturday, April 18, Saturday, June 6 and Saturday, September 19. All classes are being held at the Citrus Heights Community Center. Staff is currently developing class topics.
- The State Water Resources Control Board (SWRCB) solicited written comments on the proposed water conservation regulations that would require urban water suppliers to submit monthly reporting. On January 31, 2019 the District submitted a comment letter to the SWRCB. The comment letter expresses concerns with an on-going reporting requirement that is not reflective of the water use efficiency target-setting and reporting requirements of the new legislation (AB 1668 & SB 606).
- The first in a series of 11 group safety presentations for 2020 was presented on Thursday, January 9. The topic was "Safety Jeopardy". The presenters were Rick Jimenez, Water Distribution Worker;

Desiree Smith, Customer Service Technician II; and David Gordon, Director of Operations. The February 13 presenters will include Beth Shockley, Management Analyst; Susan Talwar, Director of Finance and Administrative Services/Treasurer; and Neil Tamagni, Senior Construction Inspector. The topic will be “Back Safety”.

- 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% |

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH RAWLES ENGINEERING, INC. FOR MICHIGAN DRIVE AND COLOGNE LANE WATER MAIN PROJECT

STATUS : Action Item

REPORT DATE : February 3, 2020

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

OBJECTIVE:

Consider acceptance of a bid to install water mains along Michigan Drive and Cologne Lane.

BACKGROUND AND ANALYSIS:

The Michigan Drive and Cologne Lane Water Main Project (Project) will complete two (2) capital improvement projects that are part of the District's 1999-2029 Capital Improvement Plan. Those projects appear in the 2020 Capital Projects Budget as Michigan Drive (C17-102) and Cologne Lane (C18-103). The Project includes installing and connecting approximately 862 linear feet of 8-inch water main, 622 linear feet of 6-inch water main, three (3) 8-inch gate valves, five (5) 6-inch gate valves, two (2) steamer fire hydrants, two (2) 1" air/vacuum valves, three (3) metered water services, twelve (12) 1-inch water services with curb stops, one (1) 1-inch water service reconnection at main, 107 linear feet of 1 1/4" polyvinyl chloride customer service line, and 380 linear feet of bored 1 1/2" polyethylene customer service line along Michigan Drive and Cologne Lane in the City of Citrus Heights.

The District received six (6) sealed proposals on January 28, 2020, at which time proposals were opened and read publicly. The apparent low bidder is Rawles Engineering, Inc., Folsom, CA. Bids received are as follows:

| | |
|---|---------------------|
| 1. Rawles Engineering, Inc. | \$387,667.75 |
| 2. Lund Construction Co. | \$425,630.00 |
| 3. A-1 Construction General Engineering, Inc. | \$445,517.00 |
| 4. Martin General Engineering, Inc. | \$482,833.00 |
| 5. Western Engineering Contractors, Inc. | \$522,936.00 |
| 6. Flowline Contractors, Inc. | \$534,358.00 |

The District's final engineering estimate for this Project was \$425,055.00, which is approximately 8.8% higher than the lowest responsive bid. There are sufficient funds within the 2020 adopted Capital Projects Budget for this Project.

RECOMMENDATION:

Accept the bid of Rawles Engineering, Inc. in the amount of \$387,667.75 and establish a contingency fund in the amount of \$38,766.00 (10%), for a total amount of \$426,433.75. Authorize the General Manager to execute an agreement with Rawles Engineering, Inc.

ATTACHMENT:

1. Michigan Drive and Cologne Lane Water Main Project Construction Agreement.

ACTION:

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

MICHIGAN DRIVE COLOGNE LANE WATER MAIN PROJECT

SPECIFICATIONS FOR PROJECT NO. C17-102 PROJECT NO. C18-103



ISSUED FOR BID: December 18, 2019



**CITRUS
HEIGHTS**

**WATER
DISTRICT**

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

916/725-6873 • 916/725-0345 Fax

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SECTION 00100
NOTICE INVITING BIDS

NOTICE INVITING BIDS

Citrus Heights Water District ("District") will receive sealed bids for the Michigan Drive and Cologne Lane Water Main Project no later than January 28, 2020 at 2:00 pm, at the Administrative Office of Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610, at which time said bids will be read aloud. The District will not accept late bids. Bids shall be valid for 60 calendar days after the bid opening date.

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

The Project consists of all Work described in the Contract Documents and generally consists of furnishing of all labor, materials, tax, equipment and services for the construction and completion of the following work all within the roadways of Michigan Drive and Cologne Lane in Citrus Heights. The work to be completed includes, but is not limited to, installing 862 linear feet of 8-inch water main, 622 linear feet of 6-inch water main, three (3) 8-inch gate valves, five (5) 6-inch gate valves, two (2) steamer fire hydrants, two (2) 1" air/vacuum valves, three (3) metered water services, twelve (12) 1-inch water services with curb stops, one (1) 1-inch water service reconnection at main, 107 linear feet of 1 1/4" polyvinylchloride customer service line, and 380 linear feet of bored 1 1/2" polyethylene customer service line.

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

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

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

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

SECTION 00100
NOTICE INVITING BIDS

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.

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

A MANDATORY Pre-Bid Conference will be held at **6230 Sylvan Road, Citrus Heights, CA 95611** on the following date(s) and time(s): January 7, 2020 at 9AM. Each and every Bidder MUST attend the Pre-Bid Conference. Bids WILL NOT be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference.

The last day to submit written questions is January 14, 2020 before 5PM. Submission shall be sent via email to Paul Dietrich at pauld@chwd.org. An addendum will be created to address all questions and sent to all attendees of the Mandatory Pre-Bid Conference via email by end-of-day January 16, 2020.

The District's preliminary cost estimate for this Project is \$425,055.00

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

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

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

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

SECTION 00100
NOTICE INVITING BIDS

**SECTION 00100
NOTICE INVITING BIDS**

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**

**SECTION 00200
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

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

2. EXAMINATION OF CONTRACT DOCUMENTS

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

3. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

and received no later than January 14, 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.

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

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

5. ADDENDA

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

6. ALTERNATE BIDS

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

7. COMPLETION OF BID FORMS

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

8. MODIFICATIONS OF BIDS

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

9. DESIGNATION OF SUBCONTRACTORS

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

10. LICENSING REQUIREMENTS

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

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

11. SIGNING OF BIDS

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

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

SECTION 00200
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Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

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

13. SUBMISSION OF SEALED BIDS

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

14. DELIVERY AND OPENING OF BIDS

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

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

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

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

16. BASIS OF AWARD; BALANCED BIDS

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

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

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

18. INSURANCE REQUIREMENTS

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

19. AWARD PROCESS

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

20. FILING OF BID PROTESTS

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

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

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

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

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

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

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

21. WORKERS COMPENSATION

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

22. RETENTION AND SUBSTITUTION OF SECURITY

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

23. PREVAILING WAGES

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

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

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

25. IRAN CONTRACTING ACT CERTIFICATION

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

26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

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

**SECTION 00200
INSTRUCTIONS TO BIDDERS**

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

27. REQUEST FOR SUBSTITUTIONS

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

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

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

29. EXECUTION OF CONTRACT

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

END OF INSTRUCTIONS TO BIDDERS

CITRUS HEIGHTS WATER DISTRICT

Contract Documents
MICHIGAN DRIVE AND COLOGNE LANE WATER MAIN PROJECT

ADDENDUM NO. 1
Issued January 9, 2020

NOTICE

The Contract Documents are hereby clarified, corrected, and changed as indicated below

**SECTION 00900, GENERAL SPECIFICATIONS, 4. ITEMS OF WORK,
MEASUREMENT AND PAYMENT**

1. Starting on page 102 of the Bid Package, Bid Item 5 was added.
2. The addition of the above stated Bid Item 5 required the renumbering of all Bid Items following.
3. No other revisions were made to Section 00900, General Specifications.
4. Please note that Section 00400, Bid Form, is correct and no revisions were made.
5. The following pages contain revised Section 00900, General Specifications, 4. Items of Work, Measurement and Payment.
6. As required, Bidders shall sign below and submit the entire Addendum No. 1 with their bid.

Citrus Heights Water District,

By: Paul A. Dietrich
Paul A. Dietrich, Project Manager

ACKNOWLEDGMENT BY BIDDER,

By: [Signature]
Title: Treasurer

4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

Bid Items 1 and 26, Mobilization: Includes obtaining a temporary discharge permit as required. Includes preparatory work and operations, including, but not limited to, that necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all work site offices, buildings, and other facilities necessary for the Project; and for all other work and operations which must be performed, including costs incurred, prior to beginning work on the various contract items at the work site.

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

Bid Items 2 and 27, Sheeting, Shoring and Bracing: Consists of providing sheeting, shoring and bracing for below-grade excavations as is necessary to provide a safe work environment for the workers. The Contractor shall be responsible for the proper application of sheeting, shoring, and bracing as required at any trench depth. Furthermore, the Contractor shall comply with all requests by the District Inspector for applying of sheeting, shoring, and bracing at any trench depth.

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

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

Bid Items 3 and 28, Traffic Control Plan and Implementation: Includes preparing and obtaining approval for a Traffic Control Plan, procurement and placement of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector. The Contractor shall comply with the approved City of Citrus Heights Encroachment Permit, and shall implement traffic control procedures as directed by the City Inspector and the District Inspector. The Contract lump sum price paid for Traffic Control Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and stationary mounted signs, project

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

The bid item for the traffic control plan and implementation shall be no more than five percent (5%) of the total contract amount for Patton Avenue and Watson Way, and no more than fifteen percent (15%) of the total contract amount for Old Auburn Road. The first payment for the traffic control plan and implementation shall be fifty percent (50%) of the bid item amount and shall be invoiced with the Contractor's monthly payment request 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 29, Storm Water Pollution Prevention Implementation: Includes procurement and placement of all storm water pollution protection materials and equipment, and fulfillment of all other requirements as specified in the Project Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector and the District Inspector. The Contractor shall comply with changes to the approved storm water pollution protection plans as required by the City of Citrus Heights Encroachment Inspectors and the District Inspector. The contract lump sum price paid for Storm Water Pollution Prevention Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved with Storm Water Pollution Prevention Implementation, including filter bags, gravel filled bags, geotextile fabric or erosion control blankets, staples, temporary fiber rolls, stakes, and removal of all storm water pollution protection materials and equipment from the site upon completion of work and as directed by the City and District Inspectors.

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

Bid Item 5, Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth Greater Than 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

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

Bid Item 6, Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.
See *CONSTRUCTION DETAILS, Construction Detail "TREN_712" and "TREN_713CH"*.

Bid Items 7 and 30, Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 6" Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.
See *CONSTRUCTION DETAILS, Construction Detail "TREN_712" and "TREN_713CH"*.

Bid Items 8 and 31, Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.
See *CONSTRUCTION DETAILS, Construction Detail "TREN_712" and "TREN_713CH"*.

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 Project Plans for Michigan Drive, Sheet 6, Note 2.

Bid Item 32, 6" Connection to Existing 8" Water Main: Includes connecting newly constructed 6" water main to existing 8" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Cologne Lane, Sheet 4, Note 2.

Bid Item 10 and 33, 6" Connection to Existing 6" Water Main: Includes connecting newly constructed 6" water main to existing 6" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Michigan Drive, Sheet 4, Note 3.

See Project Plans for Cologne Lane, Sheet 5, Note 5.

Bid Item 11, Install 8" Resilient Wedge Gate Valve: Includes installing an 8" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See CONSTRUCTION DETAILS, Construction Detail "VB_811".

Bid Items 12 and 34, Install 6" Resilient Wedge Gate Valve: Includes installing a 6" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See CONSTRUCTION DETAILS, Construction Detail "VB_811".

Bid Items 13 and 35, Install Dry Barrel Steamer Fire Hydrant: Includes installing a dry barrel steamer fire hydrant. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, thrust block, backfill,

compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price, complete. Fire hydrant lateral piping to be installed and invoiced per the appropriate bid item.

See *CONSTRUCTION DETAILS, Construction Detail "FH_612"*.

Bid Items 14 and 36, Install Concrete Fire Hydrant Access Pad: Includes installation of a concrete fire hydrant access pad only at locations as indicated on the Project Plans. Payment shall be at the contract price per each unit, complete.

See *CONSTRUCTION DETAILS, Construction Detail "FH_683"*.

Bid Item 37, Install 2" Blow-off Valve: Includes the installation of a 2" blow-off valve. Includes saddle, riser piping, valve box, insulated locator wire, non-detectable locator tape, thrust block, backfill, compaction, and temporary paving. Payment shall be at the contract price per each unit, complete.

See *CONSTRUCTION DETAILS, Construction Detail "BO_511" and "TREN_712"*.

Bid Items 15 and 38, Install 1" Air/Vacuum Valve – Below Ground: Includes the installation of a 1" Type K hard copper water service and 1" inch air/vacuum valve below ground. Installation to be by open-cut trenching to achieve proper grade. Includes reinforced concrete pad and protective enclosure. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, non-detectable locator tape, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price per each unit, complete.

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

Bid Item 16 and 39, Install 1" Metered Water Service: Includes the installation of a 1" polyethylene metered water service meter 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, non-detectable locator tape, backfill, compaction, and temporary paving. 1" meter setter will be supplied by the District at no cost to the Contractor. Includes removing and reinstalling the existing water meter at the new location and removing the existing meter setter and meter box. Includes cutting, capping, and abandoning the existing water line. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS, See Construction Detail "WS_100PE", Detail TREN_721", "TREN_722", and "TREN_723CH"*.

Bid Item 17 and 40, Install 1" Water Service with Curb Stop: Includes the installation of a 1" polyethylene water service as specified by directional boring. Includes installation of a 1" curb stop and connecting to customer's existing 1" meter setter at the existing meter box with all brass fittings as required. Includes excavating and reinstalling the existing meter box to proper grade with new 2" x 6" pressure treated Douglas Fir supports and replacing the ¾" clean crushed rock. Includes cutting,

capping, and abandoning the existing water service. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, and excavation, non-detectable locator tape, #10 insulated copper locator wire, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS, Construction Detail "WS_108PE", Detail TREN_721", "TREN_722", and "TREN_723CH".*

Bid Item 18, Reconnect 1" Water Service at Main: Includes the reconnection of an existing 1" copper service at the location of the new water main as specified by excavating. Includes construction saw cutting and removal of existing paving, potholing, and excavation, locator tape, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

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

Bid Items 19 and 41, Install 1 1/4" Polyvinylchloride (PVC) Water Line and Reconnect Customer Line: Includes installing 1 1/4" Schedule 40 PVC pipe with Schedule 80 PVC fittings on the customer side to reconnect from the new meter location to the customer service line as indicated on the Project Plan. Includes open cutting or boring, installation at 24" to 30" of cover, backfilling with native material, and all fittings as required to reconnect to customer service line. Payment shall be at the contract unit price per each unit, complete.

See *Project Plans for Michigan Drive, Sheet 6, Note 6.*

See *Project Plans for Cologne Lane, Sheet 6, Note 4.*

Bid Item 42, Install 1 1/2" Polyethylene (PE) Water Line and Reconnect Customer Line: Includes installing 1 1/2" Schedule 40 PE pipe with brass fittings on the customer side to reconnect from the new meter location to the customer service line as indicated on the Project Plan. Shall be installed by boring. Includes installation at 24" to 30" of cover, backfilling with native material, and all fittings as required to reconnect to customer service line and provide future connection points as indicated on the Project Plan. Payment shall be at the contract unit price per each unit, complete.

See *Project Plans for Cologne Lane, Sheet 6, Notes 5, 6, and 7.*

Bid Items 20 and 43, 4" Max. Depth Asphaltic Concrete (AC) Paving Restoration: This work includes removal of temporary paving, surface preparation, subsurface compaction as necessary and installation of 1/2" aggregate Asphalt Concrete to a 4" Maximum depth (installed in 2" maximum lifts) in accordance with Section 14 "Restoration of Surfaces" and Section 23 "Asphalt Concrete" of the County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right -of-way. Sand Seal Coat used for surface restoration shall comply with Section 14-3.03 "Seal Coats" of the County of Sacramento Standard Construction Specifications. Includes replacement of

pavement striping, lettering, and reflective buttons, disturbed during the project and as directed by the Inspector.

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

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

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

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

Bid Items 21 and 44 Concrete Restoration: This work includes construction and finish saw cutting, removal, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. The replaced curb, gutter and sidewalk shall be constructed in conformance with County of Sacramento Standard Construction Specifications Plan 4-30, and Section 27 "Curbs, Gutters, Sidewalks, and Drainage Structures" of the County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside City right of way.

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

See *SPECIAL PROVISIONS, Concrete Restoration*.

Bid Items 22 and 45, Landscape Restoration – Lawn or Planter Area: This work consists of restoring customer's lawn or planter area to its original or better condition prior to water installation. Includes sod removal and replacement or reinstallation,

grading, mulching, irrigation and sprinkler systems, and a general site cleanup. Payment shall be at the contract price per each unit, complete.
See *SPECIAL PROVISIONS, Landscape Restoration*.

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

See *Project Plans for Michigan Drive, Sheet 4, Note 8*.

Bid Items 24 and 47, Remove Existing Tee and Valves: Includes removal of an existing 8" tee and gate valves. Includes cutting the existing water main on all sides of the existing 8" tee and gate valves, removing the 8" tee and gate valves, and installing a section of 8" Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main with appropriate couplings on each end. Includes installation of concrete plug on abandoned water main. Includes potholing during construction, excavation, disinfection, flushing, backfill, temporary paving, and bacteriological testing. Includes removal of existing valve boxes and risers and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See *Project Plans for Michigan Drive, Sheet 6, Note 7*.

See *Project Plans for Cologne Lane, Sheet 4, Note 9*.

Bid Items 25 and 48, Remove Existing Valve Box: Includes removing and disposing of an existing water main valve box and cutting the existing access riser 12-inches minimum below grade. Includes ¾" aggregate base backfill, mechanical compaction to 95%, and temporary paving. Payment shall be at the contract unit price, complete.

See *Project Plans for Michigan Drive, Sheet 4, Note 8*.

See *Project Plans for Cologne Lane, Sheet 6, Note 10*.

Bid Item 46, Regrade Gravel Roadway and Add 2" of ¾" Crushed Rock: Includes regrading an existing gravel roadway. A minor crown shall be reestablished along the center of the roadway to prevent areas of water pooling. Staking will not be provided and is not included in the work. The contractor is advised that Cologne Lane is a private roadway and does not require City of Citrus Heights Inspection. Once a reasonably graded roadway is established, the work includes evenly spreading 2" of ¾" crushed rock over the entire surface. Reasonable compaction shall be achieved to provide a drivable all-weather surface with minimal areas of water pooling. Payment shall be at the contract price per each unit, complete.

**SECTION 00400
 BID FORM**

BID FORM

NAME OF BIDDER: Rawles Engineering Inc.

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

**MICHIGAN DRIVE AND COLOGNE LANE
 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 |
|----------|---|----------|-------------|-----------|--------|
| | Michigan Drive C17-102 | | | | |
| 1 | Mobilization. (8% Max. of Michigan Drive Total) | 1 | Lump Sum | 12,850 | 12,850 |
| 2 | Sheeting, shoring and bracing. (1% Max. of Michigan Drive Total) | 1 | Lump Sum | 3,050 | 3,050 |
| 3 | Traffic control plan and implementation. (15% Max. of Michigan Drive Total) | 1 | Lump Sum | 9,000 | 9,000 |
| 4 | Storm water pollution prevention implementation. (1% Max. of Michigan Drive Total) | 1 | Lump Sum | 1,200 | 1,200 |
| 5 | Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Greater than 60" Max.) | 40 | Lineal Feet | 200 | 8,000 |
| 6 | Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.) | 822 | Lineal Feet | 82 | 67,404 |

**SECTION 00400
BID FORM**

| | | | | | | |
|-------------------------------------|---|------|-------------|--|-------|------------|
| 7 | Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.) | 15 | | | 200 | 3,000 |
| 8 | Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.) | 16 | Lineal Feet | | 150 | 2,400 |
| 9 | 8" connection to existing 8" water main. | 1 | Each | | 6,000 | 6,000 |
| 10 | 6" connection to existing 6" water main. | 1 | Each | | 5,000 | 5,000 |
| 11 | Install 8" resilient wedge gate valve. | 3 | Each | | 1,500 | 4,500 |
| 12 | Install 6" resilient wedge gate valve. | 1 | Each | | 1,000 | 1,000 |
| 13 | Install dry barrel steamer fire hydrant. | 1 | Each | | 5,150 | 5,150 |
| 14 | Install concrete fire hydrant access pad. | 1 | Each | | 900 | 900 |
| 15 | Install 1" air/vacuum valve - below ground. | 1 | Each | | 5,125 | 5,125 |
| 16 | Install 1" metered water service | 1 | Each | | 2,500 | 2,500 |
| 17 | Install 1" water service with curb stop. | 5 | Each | | 2,250 | 11,250 |
| 18 | Install 1" water service reconnection at main. | 1 | Each | | 1,000 | 1,000 |
| 19 | 1 1/4" PVC Water Line Reconnection to Customer Line | 17 | Lineal Feet | | 150 | 2,550 |
| 20 | 4" Max. depth Asphaltic Concrete (AC) paving restoration. | 5975 | Square Feet | | 7.25 | 43,318.75 |
| 21 | Concrete Restoration. | 100 | Square Feet | | 50 | 5,000 |
| 22 | Landscape Restoration. | 150 | Square Feet | | 1.00 | 150 |
| 23 | Remove steamer fire hydrant. | 1 | Each | | 500 | 500 |
| 24 | Remove existing tee and valves. | 1 | Each | | 1,800 | 1,800 |
| 25 | Remove existing valve box. | 1 | Each | | 250 | 250 |
| Total Cost (Michigan Drive C17-102) | | | | | | 202,847.75 |

**SECTION 00400
BID FORM**

**SECTION 00400
BID FORM**

| Bid Item | Description | Quantity | Units | Unit Cost | Price |
|----------|---|----------|-------------|-----------|--------|
| | Cologne Lane C18-103 | | | | |
| 26 | Mobilization. (8% Max. of Cologne Lane Total.) | 1 | Lump Sum | 7,000 | 7,000 |
| 27 | Sheeting, shoring and bracing. (1% Max. of Cologne Lane Total.) | 1 | Lump Sum | 1,500 | 1,500 |
| 28 | Traffic control plan and implementation. (5% Max. of Cologne Lane Total.) | 1 | Lump Sum | 6,000 | 6,000 |
| 29 | Storm water pollution prevention implementation. (1% Max. of Cologne Lane Total.) | 1 | Lump Sum | 3,000 | 3,000 |
| 30 | Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.) | 18 | Lineal Feet | 200 | 3,600 |
| 31 | Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.) | 573 | Lineal Feet | 95 | 54,435 |
| 32 | 6" connection to existing 8" water main. | 1 | Each | 6,850 | 6,850 |
| 33 | 6" connection to existing 6" water main. | 1 | Each | 3,950 | 3,950 |
| 34 | Install 6" resilient wedge gate valve. | 4 | Each | 1,000 | 4,000 |
| 35 | Install dry barrel steamer fire hydrant. | 1 | Each | 5,150 | 5,150 |
| 36 | Install concrete fire hydrant access pad. | 1 | Each | 900 | 900 |
| 37 | Install 2" blow-off valve. | 1 | Each | 2,850 | 2,850 |
| 38 | Install 1" air/vacuum valve -- below ground. | 1 | Each | 5,325 | 5,325 |
| 39 | Install 1" metered water service | 2 | Each | 4,500 | 9,000 |

**SECTION 00400
BID FORM**

**SECTION 00400
 BID FORM**

| | | | | | | |
|-----------------------------------|---|-------|-------------|-------|--------------------|-----------|
| 40 | Install 1" water service with curb stop. | 7 | Each | 2300 | 16,100 | |
| 41 | Install 1 1/4" Polyvinylchloride (PVC) pipe and reconnect to customer service line. | 90 | Linear Feet | 40 | 3,600 | |
| 42 | Install 1 1/2" Polyethylene (PE) pipe and reconnect to customer service line. | 380 | Linear Feet | 25 | 9,500 | |
| 43 | 4" Max. depth Asphaltic Concrete (AC) paving restoration. | 225 | Square Feet | 20 | 4,500 | |
| 44 | Concrete Restoration. | 136 | Square Feet | 60 | 8,160 | |
| 45 | Landscape Restoration. | 200 | Square Feet | 1.00 | 2000 | 200.00 |
| 46 | Regrade gravel roadway and add 2" of 3/4" crushed rock. | 10600 | Square Feet | 2.50 | 26,500 | |
| 47 | Remove existing tee and valve. | 1 | Each | 3,500 | 3,500 | |
| 48 | Remove existing valve box. | 1 | Each | 200 | 200 | |
| Total Cost (Cologne Lane C18-103) | | | | | 186,620 | 184,820.0 |

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.

**SECTION 00400
 BID FORM**

SECTION 00400
BID FORM

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

\$ ~~389,467.75~~ 387,667.75
Total Bid Price in Numbers

Three Hundred Eighty ~~Five~~ ^{SEVEN} Thousand, ~~Five~~ ^{SIX} Hundred Sixty
Total Bid Price in Written Form Seven, and Seventy Five cents

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

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

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

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date 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. 383999, Expiration Date Nov 30, 2022, class of license A. Bidder certifies that it and all sub-contractors are registered with the Department of Industrial Relations to perform public work, Registration No. 1000015250 (provide DIR for all sub-contractors, separate pages may be attached as needed). If the bidder is a joint venture, each member of the joint venture must include the above information.

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

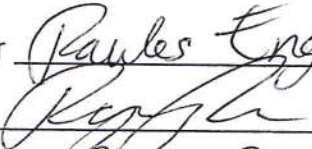
1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Declaration form.
3. Attached is the completed Designation of Subcontractors form.

SECTION 00400
BID FORM

SECTION 00400
BID FORM

4. Attached is the completed Bidder Information Form.
5. Attached is the completed Iran Contracting Act Certification.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

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

Name of Bidder Rawles Engineering Inc. Ryan Rawles
Signature 
Name and Title Ryan Rawles Treasurer
Dated 1/27/2020

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

END OF BID FORM

SECTION 00400
BID FORM

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder Pawles Engineering Inc.

Signature [Handwritten Signature]

Name Ryan Pawles

Title Treasurer

Dated 1/27/20

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410
BID BOND

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
Principal has submitted the accompanying bid dated January 28, 2020, for Citrus Heights Water District Michigan Dr. and Cologne Ln. Water Main Replacement Project
(INSERT PROJECT NAME).

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this
instrument under their several seals this 9th Day of January, 2020, the name
and corporate seal of each corporation.

(Corporate Seal)



(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

Rawles Engineering, Inc.
Contractor/ Principal

By [Signature]
Title President

Western Surety Company
Surety

By [Signature]
Sara Walliser, Attorney-in-Fact
Title

SECTION 00410
BID BOND

Notary Acknowledgment

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

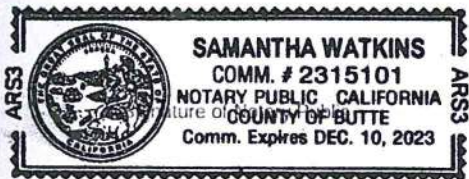
STATE OF CALIFORNIA
COUNTY OF Butte

On January 9, 2020, before me, Samantha Watkins, Notary Public, personally appeared Sara Walliser,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Samantha Watkins

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

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

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

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

Signer(s) Other Than Named Above

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

John Hopkins, Elizabeth Collodi, Steve Williams, Joseph H Weber, Renee Ramsey, Jennifer Lakmann, Mindy Whitehouse, Katherine Gordon, John J Weber, Stephanie Agapoff, Sara Walliser, Breanna Boatright, Jessica Monlux, Marissa Robinson, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of November, 2019.



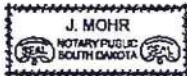
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of November, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of January, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, 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 Treasurer of Pauls Engineering the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/27/20 [date], at Folsom [city], CA [state].

(Signature)



(Print Name)

Ryan Pauls

(Print Title)

Treasurer

(Date)

1/27/20

END OF NON-COLLUSION DECLARATION

SECTION 00420
NON-COLLUSION DECLARATION

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: Paulus Engineering Inc.

2.0 Type, if Entity: Incorporated (corporation)

3.0 Bidder Address: 109 Astoria St
Folsom, CA, 95630

916-357-1306
Facsimile Number

916-357-1307
Telephone Number

4.0 How many years has Bidder's organization been in business as a Contractor? 42 yrs

5.0 How many years has Bidder's organization been in business under its present name? 42 years

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

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

6.1 Date of Incorporation: 11/1/1978

6.2 State of Incorporation: CA

6.3 President's Name: Carrie Paulus

6.4 Vice-President's Name(s): Scott Paulus

6.5 Secretary's Name: Tyler Paulus

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

6.6 Treasurer's Name: Regan Paulus

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

7.1 Date of Organization: Nov 1, 1978

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

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

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

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

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

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

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

13.0 List Trade References:

See Page 25-26

14.0 List Bank References (Bank and Branch Address):

Wells Fargo Bank

1113 E. Bidwell St

Folsom, CA, 95630

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

Interwest Insurance Agency

- Greg Suoville

PO Box 8110, Chico, CA, 95927-8110

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

B. LIST OF CURRENT PROJECTS (Backlog)

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

| Project | Description of Bidder's Work | Completion Date | Cost of Bidder's Work | Contact Name/ Phone Number |
|---------------------------------------|--|-------------------------------|-----------------------|--|
| <i>Hingham Square Drainage Repair</i> | <i>excavate to repair drainage culvert</i> | <i>approx March 30th 2020</i> | <i>± 45K</i> | <i>City of Folsom Merous Yasutaka 916-357-3000</i> |
| | | | | |
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**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

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C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

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 |
|----------------|------------------------------|-----------------------|-----------------------|----------------------------|
| | | | | |
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Rawles Engineering
"H2O Is Our Thing"
Since 1978
109 Natoma St, Folsom, CA, 95630

Citrus Heights Water District

January 27, 2020

Attn: Paul Dietrich

RE: References

Dear Mr. Dietrich,

First may I say thank you on behalf of all of us here at Rawles Engineering for allowing us the opportunity to bid your work.

We will are already fully aware of all of your standards and are fully capable following them in order to install and complete the desired work in the correct manor. We have worked for, and in the Sacramento County and the City of Sacramento since 1975, with most of our work recently being specifically in the City of Folsom, Rancho Cordova, Carmichael, Fair Oaks, Citrus Heights, Antelope, Rio Linda, and all of Sacramento, and are very familiar with the every aspect and demographic within it. Everything from the soil, the rock, the people, the community and the expectations that you have of the contractors that work for you.

We work primarily for the Cities, Counties, and Water Municipalities, and are very informed on the process and expectations in which they operate. We currently are low bid designated contractor on similar On Call T & M maintenance contracts for other water districts such as California American Water Company, Golden State Water Company, San Juan Water District and Sacramento Suburban Water District. This being said we are familiar with the nature of this contract. We are conveniently located in Rancho Cordova and Folsom, with a majority of the crew living in town or less than 20 minutes away, everyone willing to be on call at any hour of the day in order to be at your service when necessary. All employees have worked for the company for years; all are familiar as well with these expectations, and above all are professionals. All employees are capable of dealing with the public as well city, county, and state jurisdiction employees.

Possibly the most important benefit to having Rawles Engineering for your contractor is that two of our corporate officers will be the ones doing all aspects of the job. The two individuals who are authorized to negotiate with the district and sign contracts on behalf of the company are myself (Ryan Rawles, Corporate Treasurer) and Scott Rawles, Rawles Engineering President. One, if not both of us, will be meeting with your representatives in the field, physically doing the work, and also responsible for then billing it out. We do all of our own work, including hot taps, no subs used. All aspects of the work, from start to finish, every time.

Rawles Engineering is Owned By Carrie Rawles. We are a Certified Diverse Company Enterprise with the Suppliers Clearinghouse, as a Woman Owned Business Enterprise (WBE), and a Small Business Marco with the California Department of General Services. We have a Bonding Capability of 7,000,000.00 Dollars on any particular singular project. We possess an 11,000,000.00 General Liability Policy. We are "Green Light" Rated through the Avetta Safety Program. We possess certs to work with Asbestos Pipe.

Project Team

- A: Ryan Rawles with Rawles Engineering Inc., Project Foreman, Estimator, Treasurer. Full time employment with Rawles Engineering since May 23, 2005. Handling all aspects of the business; from bidding/estimating, takeoffs, bonding/insurance, PR and communications, excavating, pipe fitting/laying, emergency leak repair, paving, concrete, directional drilling and boring, hot taps, tie ins, etc.
- B. Carrie Rawles with Rawles Engineering Inc., Owner. . Full time employment with Rawles Engineering since July 1978. Handling all aspects of the business; from bidding/estimating, takeoffs, bonding/insurance, accounts billable/receivable, PR and communications.
- C. Scott Rawles with Rawles Engineering Inc., Vice President. . Full time employment with Rawles Engineering since July 1978. Handling all aspects of the business; from bidding/estimating, takeoffs, bonding/insurance, excavating, pipe fitting/laying, emergency leak repair, paving, concrete, directional drilling and boring, hot taps, tie ins, etc.
- D. Rich White with Rawles Engineering Inc., Foreman . Full time employment with Rawles Engineering since July 1989 Handling all aspects of the business; managing crews, excavating, pipe fitting/laying, emergency leak repair, paving, concrete, directional drilling and boring, hot taps, tie ins, etc.
- E. Entire Crew with Rawles Engineering Inc. Full time for entire crew of 13 for Approx 12-25 years, all very experienced in excavating, pipe fitting/laying, emergency leak repair, paving, concrete, directional drilling and boring, hot taps, tie ins, etc.

"References"

Owner: Golden State Water Company

Contacts: Sean Twilla, Dane Sinagra, Ernie Giesler, Dennis Usrey, 11200 Coloma Road, Rancho Cordova, CA 95670, 916-635-1867x11 or fax 916-635-1992, sean.twilla@gswater.com dane.sinagra@gswater.com , dennis.usrey@gswater.com, erauback@gswater.com.

1. July 2012: Arden Way To Richmond : GSWC Project No: 1170148: Approx. 235 lf of 8" new water, 1 new fire hydrants, paving and tie in/connections, approx. 400,000.00
2. May 2012: Luella Ct and Forestlake Dr: GSWC Project No: 11800758: Approx. 240 lf of 8" new water main with 13 new water service connections, 1 new fire hydrants, paving and tie in/connections, approx. 250,000.00
3. October 2012: Chase Dr. from Octavia to Coloma Rd: GSWC Project Number No: 11800738 Approx. 3255 lf of 8", 10" and 12" new water main with 14 new water service connections, 4 new fire hydrants, paving and tie in/connections, approx. 495,000.00

4. May 2011: Morse Ave Plant Site Improvements: GSWC Project No: 11700142: Repair and updating of existing well plant including new 8" pipe connection, new 1" backflow, paving and concrete, etc. approx. 35,000.00
5. November 2010: Newton and Dawes Water Main Replacement: GSWC Project No: 11800710 Approx. 1250 lf of 8" new water main with 38 new water service connections, 3 new fire hydrants, paving and tie in/connections approx. 425,000.00
6. May 2012: Water Meters (Discovery Village/Promontory Point): GSWC Project No: 118-1231-11500110W: Installation of approx. 160 new water meters and appurtenances and replacement of concrete driveways. Approx. 200,000.00
7. November 2013: Daniel and Doyle Water Main Replacement: GSWC Project No: 11811049 Approx. 1650 lf of 8" new water main with 43 new water service connections, 3 new fire hydrants, paving and tie in/connections (2013) approx. 400,000.00
8. December 2013: Coloma Estates Water Meter Project: Installation of approx. 168 new water meters, water services to apartments, and appurtenances and replacement of asphalt and streets (2013) approx. 385,000.00
9. August 2014- Ambassador Meter Project: Installation of approx. 80 new water meters, water services approx. 205,000.00
10. June 2015- Brenda Way Water Main Replacement: Approx. 800 lf of 8" new water main with 23 new water service connections, 3 new fire hydrants, paving and tie in/connections approx. 300,000.00
11. 2016 Dead End Fire Hydrant Runs: Install approx. 9 new flushing fire hydrant and blow off devices in cul-de-sacs around Rancho Cordova. Approx 95,000.00
12. 2016 Dawes Water Meter Installs: Installation of approx. 40 new water meters and appurtenances in backyards, and upgrading of duplex plumbing. Approx. 112,000.00
13. General Maintenance and Emergency Repair of services and water mains in Arden and Rancho Cordova Systems. Previous/Past 36 year's experience. (current)

Owner: Citrus Heights Water District

Contacts: Paul Dietrich, pauld@chwd.org, 6230 Sylvan Road, Citrus Heights, CA 95628, P 916-735-7723

1. September 2012: Kalamazoo Dr. Water Main Replacement: Approx. 555 lf of 8" new water main with 10 new water service connections, 2 new fire hydrants, paving and tie in/connections approx. 125,000.00
2. September 2012: North Lea Way Water Main Replacement: Approx. 655 lf of 8" new water main with 5 new water service connections, 2 new fire hydrants, paving and tie in/connections, approx. 125,000.00
3. September 2012: Kalamazoo Dr. Water Main Replacement: Approx. 555 lf of 8" new water main with 10 new water service connections, 2 new fire hydrants, paving and tie in/connections approx. 125,000.00
4. September 2012: Baird Way Water Main Replacement: Approx. 450 feet of 6" and 8" new water main with 15 services, and 1 fire hydrant and tie tie in/connections. Approx. 100,000.00

5. September 2013: Walnut Ave Water Main Replacement: Approx. 1400 lf of 8" new water main with 10 new water service connections, 2 new fire hydrants, paving and tie in/connections, approx. 150,000.00
6. September 2013: Northgrove Water Main Replacement: Approx. 1000 lf of 6" new water main with 16 new water service connections, 2 new fire hydrants, paving and tie in/connections, approx. 130,000.00
7. February -April 2015: Sonora/Hansen Water Main Replacement Phase 3: Installation of approx. 60 new water services from main to meter box as well as customer in track service lines, approx. 990 lf of 8" C900, and 500 lf of 6" C-900, and other pipeline work. Approx. 935,000.00

Owner: Sacramento Suburban Water District

Contact: Matt Underwood, munderwood@sswd.org, 3701 Marconi Ave, Suite 100, Sacramento, CA, 95821-5346, P 916-972-7171

1. **2005 On Going Maintenance On Call Contract: Current**
2. November 2014: Root Ave Water Main Replacement: Approx. 1000 lf of 8" new water main with 10 new water service connections and customer service lines, 2 new fire hydrants, paving/concrete and tie in/connections, approx. 295,000
3. April 2012: Adelheid/ Ireland Water Main Replacement: Approx. 220 ft of new 8" water main, with approx. 10 services with 1 new fire hydrant and paving /concrete, tie in/connections. Approx.. 200,000.00
4. April 2012: Helena/Plover Water Main Replacement: Approx. 120 ft of new 6" water main, with approx. 6 services with 1 new fire hydrant and paving/ concrete, tie in/connections, approx. 150,000.00
5. September 2008: Robertson and Cowan Circle Water Main Replacement: Approx. 3000 lf of 8" and 12" new water main with 25 new water service connections and customer service lines, 5 new fire hydrants, paving/concrete and tie in/connections, inverts. Approx. 475,000.00
6. September 2007: Larchmont and Painter Water Main Replacement: Approx. 1000 lf of 8" new water main with 10 new water service connections and customer service lines, 2 new fire hydrants, paving/concrete and tie in/connections, approx. 295,000.00
7. September 2005: Parkoaks Water Main Replacement: Approx. 3500 lf of 8" new water main with 45 new water service connections and customer service lines, 6 new fire hydrants, paving/concrete and tie in/connections, approx. 495,000.00
8. February 2010: Evergreen Well Waste Water Drain Project: Installation of Approx 60 lf of new 8" Drain Line and build/installation of 1 new storm drain manhole. Approx. 30,000.00
9. January 2010: Orange Grove Well Waste Water Drain Project: Installation of Approx 460 lf of new 8" Drain Line and build/installation of 2 new storm drain manholes. Approx. 35,000.00

Owner: California American Water District

Contacts: Kevin Flint, kevin.flint@amwater.com, 4701 Beloit Drive, Sacramento, CA 95838, Direct Dial: 916-568-4216 Fax: 916-568-4286,

1. October 2011: East Parkway Small Backyard Water Main Replacement: Approx. 5000 lf of 8" and 12" new water main with 70 new water service connections and customer service lines, 6 new fire hydrants, paving/concrete and tie in/connections, approx. 550,000.00
 2. September 2014: Malaga and La Verta Water service and meter installations: Installation of approx. 40 new water meters and boxes, and landscape and facility restoration. Approx. 42,000.00
 3. September 2014: Florin Creek AC Pipe removal: Removal of approx. 3000 lf of 10" and 4" ACP from creek levee for Army Corps of Engineers upcoming creek widening project, backfill, compaction and restoration of facilities and landscapes. Approx. 1,450,000.00
 4. **3 year on call maintenance contract/Daily Maintenance** issues around Sacramento with Foreman Kevin Flint, everything from Fire Hydrant and service replacements, to emergency leak repair, paving, concrete. (Current)
-

Owner: Fair Oaks Water District

Contacts: Michael Nisenboym, P.E., mnisenboym@fowd.org, Operations Manager, Fair Oaks Water District, 10326 Fair Oaks Blvd., Fair Oaks CA 95628, (916) 967 5723

1. May 2014: Walnut Ave 24" Transmission Main: Installation of approx. 860 lf of new 24" DIP and 30" DIP throughout Walnut ave and Twin Lakes Blvd, multiple tie ins, Cathodic Protection and abandonment of approx. 3000 lf of old 30" Steel Water Main, via concrete injection. Approx. 690,000.00

Owner: City Of Folsom

Contacts: Roger Kohne, rkohne@folsom.ca.us, Senior Civil Engineer, City of Folsom, 50 Natoma Street, Folsom, CA 95630, P: (916) 351-3455, C: (916) 812-2166

1. September of 2015-March 2016: Approx. 1200 lf of 8" new water main with 48 new water service connections and customer service lines, 3 new fire hydrants, paving/concrete and tie in/connections, approx. 995,000.00

Owner: City Of Lincoln

Contacts: Andrew Kellen, andrew.kellen@lincolncalifornia.gov, Project Engineer, City of Lincoln, 600 6th Street, Lincoln, CA 95648, P: (916) 434-2380,

1. July 25, 2016- October 10, 2016: Approx. 2200 lf of 8" new water main with 54 new water service connections and customer service lines, 5 new fire hydrants, paving/concrete and tie in/connections, approx. 505,000.00
2. April 23, 2018- August 15, 2018: Approx. 4900 lf of 8" new water main with 63 new water service connections and customer service lines, 11 new fire hydrants, paving/concrete and tie in/connections, approx. 1,824,000.00

3. August 16, 2018- November 29, 2018: Approx. 6000 lf of 8" new water main with 100 new water service connections and customer service lines, 9 new fire hydrants, paving/concrete and tie in/connections, approx. 2,000,000.00

Owner: Carmichael Water District

Contacts: Scott Bair, scottb@carmichaelwd.org, 7837 Fair Oaks Blvd, Carmichael, Ca, Direct Dial: 916-869-8164

4. June 2016: White Wood Lane Water Main Replacement: Approx. 600 lf of 8" and new water main with approx. 12 new water service connections and customer service lines, 1 new fire hydrants, paving/concrete and tie in/connections, approx. 160,000.00
5. November 2016: Lines Lane Water Main Replacement: Approx. 900 lf of 8" and new water main with approx. 12 new water service connections and customer service lines, 1 new fire hydrants, paving/concrete and tie in/connections, approx. 190,000.00
6. April 2017: Boyer Dr Water Main Replacement: Approx. 1000 lf of 6" and 8" and new water main with approx. 14 new water service connections and customer service lines, 1 new fire hydrants, paving/concrete and tie in/connections, approx. 205,000.00
7. March 1, 2018 to May 1, 2018: Arden way Water Main Replacement Phase 1: Approx. 1300 lf of 8" and new water main with approx. 4 new water service connections and customer service lines, 1 new fire hydrants, paving/concrete and tie in/connections, approx. 670,000.00
8. February 1, 2019- April 30, 2019 : Arden way Water Main Replacement Phase 2: Approx. 3000 lf 6" of 8" and new water main with approx. 42 new water service connections and customer service lines, 4 new fire hydrants, paving/concrete and tie in/connections, approx. 930,000.00
9. **3 year on call maintenance contract/Daily Maintenance** issues around Sacramento with Foreman Scott Bare, everything from Fire Hydrant and service replacements, to emergency leak repair, paving, concrete. (Current)

Owner: San Juan Water District

Contacts George Machado, Distribution Superintendent, George.machado@sjwd.org, San Juan Water District, 9935 Auburn Folsom Rd, Granite Bay, CA, 95746

1. **4 year on call maintenance contract/Daily Maintenance** issues around Granite Bay, Folsom and Placer County, everything from Fire Hydrant and service replacements, to emergency leak repair, paving, concrete. (Current)

In conclusion, Rawles Engineering Inc. is enthusiastic about being able to work with you, with their work and design/maintenance issues and completing them in a timely manner. We will strive to maintain positive public relations with the customers, while working fast and efficiently.

Thank you for considering Rawles Engineering Inc

Sincerely,

Ryan Rawles

Rawles Engineering

C 916 337 2803

O 916 351 1302

ryanrawles@hotmail.com

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

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

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

| | |
|------------------------------|------|
| Ryan Rawles: Project Manager | 100% |
| Ryan Gunt and Tyler Rawles | 100% |
| Rawles 12 man crew | 100% |

2. Summarize each person's specialized education:

N/A
40 years combined experience.

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

Collectively 40 years

4. Summarize such experience:

Rawles Entire Crew:
all aspects of Pipeline installation, repairs, directional
Boring, hot taps, traffic control, concrete, paving.

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

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Additional Bidder's Statements:

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

Our previous projects reflect our outstanding ability
to complete these specialized projects, with customer
appreciation and district approval, with great working
relationships.

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 Paul's Engineering Inc.

Signature [Signature]

Name Ryan Paul's

Title Treasurer

Dated 1/27/2020

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

LIST OF SUBCONTRACTORS FORM

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

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

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

N/A

| Portion of the Work | Subcontractor | Location of Business | % of the Work | License & Registration Numbers |
|---------------------|---------------|----------------------|---------------|--------------------------------|
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SECTION 00440
LIST OF SUBCONTRACTORS FORM

| Portion of the Work | Subcontractor | Location of Business | % of the Work | License & Registration Numbers |
|---------------------|---------------|----------------------|---------------|--------------------------------|
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Name of Bidder Pauls Engj

Signature 

SECTION 00440
LIST OF SUBCONTRACTORS FORM

Name and Title Ryan Paulley / Treasurer
Dated 1/27/2020

END OF LIST OF SUBCONTRACTORS FORM

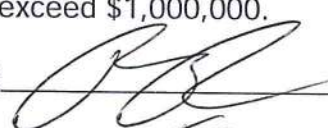
SECTION 00441
IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION

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

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

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

Signed 
Titled Treasurer
Firm Paulis Engineering Inc.
Date 1/27/2020

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

END OF IRAN CONTRACTING ACT CERTIFICATION

**SECTION 00750
SPECIAL CONDITIONS**

CONTRACT

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

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

Michigan Drive and Cologne Way Water Main Project

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

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

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____, hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

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

**SECTION 00750
SPECIAL CONDITIONS**

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

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

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

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

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

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

**SECTION 00750
SPECIAL CONDITIONS**

**SECTION 00750
SPECIAL CONDITIONS**

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

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

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

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

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

**SECTION 00750
SPECIAL CONDITIONS**

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

| | |
|--|---|
| RAWLES ENGINEERING, INC. By _____ Name and Title: <u>Carrie Rawles, President</u> License No. <u>383999</u> DIR Registration No. <u>1000015250</u> | CITRUS HEIGHTS WATER DISTRICT By _____ Name and Title: <u>Hilary M. Straus, General Manager</u> |
|--|---|

END OF CONTRACT

**SECTION 00610
PERFORMANCE BOND**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

SECTION 00610
PERFORMANCE BOND

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

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

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

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

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

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

SECTION 00610
PERFORMANCE BOND

**SECTION 00610
PERFORMANCE BOND**

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate) Title _____

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

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of _____

process in California, if different _____

from above) _____

(Telephone number of Surety and _____

Agent or Representative for service _____

of process in California

**SECTION 00610
PERFORMANCE BOND**

SECTION 00610
PERFORMANCE BOND

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Name(s) of Signer(s)

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
 Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
 General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

**SECTION 00620
PAYMENT BOND**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

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

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

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

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

**SECTION 00620
PAYMENT BOND**

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

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

SECTION 00620
PAYMENT BOND

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**SECTION 00700
GENERAL CONDITIONS**

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

SECTION 00700
GENERAL CONDITIONS

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

ARTICLE 2. CONTRACT DOCUMENTS

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

SECTION 00700
GENERAL CONDITIONS

**SECTION 00700
GENERAL CONDITIONS**

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

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

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

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

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

**SECTION 00700
GENERAL CONDITIONS**

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

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

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

a. **Existing Utilities**

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

b. **Utility Location**

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

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GENERAL CONDITIONS**

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

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GENERAL CONDITIONS**

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

c. Utility Relocation and Repair

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

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GENERAL CONDITIONS**

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

ARTICLE 6. SCHEDULE

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

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ARTICLE 7. SUBSTITUTIONS

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

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

ARTICLE 8. SHOP DRAWINGS

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

ARTICLE 9. SUBMITTALS

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

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

ARTICLE 10. MATERIALS

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

ARTICLE 11. CONTRACTOR'S SUPERVISION

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

ARTICLE 12. WORKERS

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

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

ARTICLE 13. SUBCONTRACTORS

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

ARTICLE 14. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

ARTICLE 15. PERMITS AND LICENSES

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

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

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

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

ARTICLE 16. UTILITY USAGE

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

ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES

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

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ARTICLE 18. TRENCHES

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

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

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

ARTICLE 19. DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 20. REMOVAL OF HAZARDOUS MATERIALS

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

ARTICLE 21. SANITARY FACILITIES

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

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ARTICLE 22. AIR POLLUTION CONTROL

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

ARTICLE 23. COMPLIANCE WITH STATE STORM WATER PERMIT

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

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

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

ARTICLE 24. CLEANING UP

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

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

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

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ARTICLE 26. EXCESSIVE NOISE

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

ARTICLE 27. TESTS AND INSPECTIONS

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

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

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

ARTICLE 28. PROTECTION OF WORK AND PROPERTY

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

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

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

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

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

ARTICLE 29. CONTRACTORS MEANS AND METHODS

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

ARTICLE 30. AUTHORIZED REPRESENTATIVES

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

ARTICLE 31. HOURS OF WORK

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

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ARTICLE 32. PAYROLL RECORDS

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

ARTICLE 33. PREVAILING RATES OF WAGES

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

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

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

ARTICLE 34. EMPLOYMENT OF APPRENTICES

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

ARTICLE 35. LABOR COMPLIANCE

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

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this contract and applicable law in its bid.

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

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

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

ARTICLE 36. CONTRACTOR AND SUBCONTRACTOR REGISTRATION

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

ARTICLE 37. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

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

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

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

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

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

ARTICLE 38. LABOR/EMPLOYMENT SAFETY

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

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

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

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

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

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

ARTICLE 39. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

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

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

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

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

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

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

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ARTICLE 43. MOBILIZATION

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

- b. Payment for Initial Mobilization shall be based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
 - 1) Obtaining and paying for all bonds, insurance, and permits.
 - 2) Moving on to the Project site of all Contractor’s plant and equipment required for first month’s operations.
 - 3) Developing and installing a construction water supply.
 - 4) Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 - 5) Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials, and for all security.
 - 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

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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.

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- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record (“as-built”) drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site cleanup.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

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

ARTICLE 46. CHANGES AND EXTRA WORK

a. Change Order Work.

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

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shall be subject to all terms, conditions and provisions of the original Contract.

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

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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

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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

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shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.

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

ARTICLE 47. OCCUPANCY

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

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ARTICLE 48. INDEMNIFICATION

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

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

ARTICLE 49. RECORD ("AS BUILT") DRAWINGS

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

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

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

ARTICLE 50. RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 51. DISTRICT'S RIGHT TO TERMINATE CONTRACT

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

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

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

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

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

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

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

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

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

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

ARTICLE 52. WARRANTY AND GUARANTEE

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

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

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

ARTICLE 53. DOCUMENT RETENTION & EXAMINATION

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

ARTICLE 54. SOILS INVESTIGATIONS

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

ARTICLE 55. SEPARATE CONTRACTS

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

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

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

ARTICLE 56. NOTICE AND SERVICE THEREOF

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

ARTICLE 57. NOTICE OF THIRD PARTY CLAIMS

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

ARTICLE 58. STATE LICENSE BOARD NOTICE

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

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

ARTICLE 59. INTEGRATION

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

ARTICLE 60. ASSIGNMENT

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

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

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

ARTICLE 62. ASSIGNMENT OF ANTITRUST ACTIONS

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

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

ARTICLE 63. PROHIBITED INTERESTS

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

ARTICLE 64. LAWS AND REGULATIONS

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

ARTICLE 65. PATENT FEES OR ROYALTIES.

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

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ARTICLE 66. OWNERSHIP OF DRAWING

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

ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

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

END OF GENERAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

SPECIAL CONDITIONS

SP – 1 DIFFERING SITE CONDITIONS

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

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

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

SP – 2 USE OF STANDARDS

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

SP – 3 DESCRIPTION OF BID ITEMS

The Bid Items listed in Section 00400 Bid Form are described in further detail in Section 01200 – Measurement and Payment. The descriptions provided are intended as a guide for measurement and payment and may not include all items or work necessary to complete the Project. Any items not described, but necessary to complete the Project as specified within the Contract Documents shall be considered included in the appropriate Bid Item.

SP – 4 DAMAGE TO PAVEMENT AND CONCRETE

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

END OF SPECIAL CONDITIONS

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SPECIAL CONDITIONS**

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**MICHIGAN DRIVE AND COLOGNE LANE
WATER MAIN PROJECT C17-102 AND C18-103**

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

1. SCOPE OF WORK

The work shall include installing:

- 862 lineal feet of 8" Class 305 DR 14 PVC Pipe
- 589 lineal feet of 6" Class 305 DR 14 PVC Pipe
- 33 lineal feet of 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)

The work shall also include installing:

- Three (3) 8" resilient wedge gate valves
- Five (5) 6" resilient wedge gate valves

The work shall also include installing:

- Two (2) Steamer Fire Hydrants

The work shall also include installing:

- Two (2) 1" air/vacuum relief valves
- One (1) 2" blow-off valve

The work shall also include installing:

- Three (3) 1" metered water services
- Twelve (12) 1" water services with curb stops
- One (1) 1" water service reconnection at main
- One hundred seven (107) linear feet of 1 1/4" polyvinylchloride (PVC) customer service line
- Three hundred eighty (380) linear feet of bored 1 1/2" polyethylene (PE) customer service line

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

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proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the District.

2. DISTRICT FURNISHED ITEMS

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

3. CONTRACTOR FURNISHED ITEMS

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

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4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

Bid Items 1 and 25, Mobilization: Includes obtaining a temporary discharge permit as required. Includes preparatory work and operations, including, but not limited to, that necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all work site offices, buildings, and other facilities necessary for the Project; and for all other work and operations which must be performed, including costs incurred, prior to beginning work on the various contract items at the work site.

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

Bid Items 2 and 26, Sheeting, Shoring and Bracing: Consists of providing sheeting, shoring and bracing for below-grade excavations as is necessary to provide a safe work environment for the workers. The Contractor shall be responsible for the proper application of sheeting, shoring, and bracing as required at any trench depth. Furthermore, the Contractor shall comply with all requests by the District Inspector for applying of sheeting, shoring, and bracing at any trench depth.

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

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

Bid Items 3 and 27, Traffic Control Plan and Implementation: Includes preparing and obtaining approval for a Traffic Control Plan, procurement and placement of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector. The Contractor shall comply with the approved City of Citrus Heights Encroachment Permit, and shall implement traffic control procedures as directed by the City Inspector and the District Inspector. The Contract lump sum price paid for Traffic Control Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction

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

The bid item for the traffic control plan and implementation shall be no more than five percent (5%) of the total contract amount for Patton Avenue and Watson Way, and no more than fifteen percent (15%) of the total contract amount for Old Auburn Road. The first payment for the traffic control plan and implementation shall be fifty percent (50%) of the bid item amount and shall be invoiced with the Contractor's monthly payment request 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 28, Storm Water Pollution Prevention Implementation: Includes procurement and placement of all storm water pollution protection materials and equipment, and fulfillment of all other requirements as specified in the Project Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector and the District Inspector. The Contractor shall comply with changes to the approved storm water pollution protection plans as required by the City of Citrus Heights Encroachment Inspectors and the District Inspector. The contract lump sum price paid for Storm Water Pollution Prevention Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved with Storm Water Pollution Prevention Implementation, including filter bags, gravel filled bags, geotextile fabric or erosion control blankets, staples, temporary fiber rolls, stakes, and removal of all storm water pollution protection materials and equipment from the site upon completion of work and as directed by the City and District Inspectors.

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

Bid Item 5, Install 8" 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 *CONSTRUCTION DETAILS, Construction Detail "TREN_712" and "TREN_713CH"*.

Bid Items 6 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 *CONSTRUCTION DETAILS, Construction Detail "TREN_712" and "TREN_713CH"*.

Bid Items 7 and 30, Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC)

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

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

Bid Item 8, 8" Connection to Existing 8" Water Main:

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

See *Project Plans for Michigan Drive, Sheet 6, Note 2.*

Bid Item 31, 6" Connection to Existing 8" Water Main:

Includes connecting newly constructed 6" water main to existing 8" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the

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

See Project Plans for Cologne Lane, Sheet 4, Note 2.

Bid Item 9 and 32, 6" Connection to Existing 6" Water Main: Includes connecting newly constructed 6" water main to existing 6" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Michigan Drive, Sheet 4, Note 3.

See Project Plans for Cologne Lane, Sheet 5, Note 5.

Bid Item 10, Install 8" Resilient Wedge Gate Valve: Includes installing an 8" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See CONSTRUCTION DETAILS, Construction Detail "VB_811".

Bid Items 11 and 33, Install 6" Resilient Wedge Gate Valve: Includes installing a 6" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See CONSTRUCTION DETAILS, Construction Detail "VB_811".

Bid Items 12 and 34, Install Dry Barrel Steamer Fire Hydrant: Includes installing a dry barrel steamer fire hydrant. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, thrust block, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price, complete. Fire hydrant lateral piping to be installed and invoiced per the appropriate bid item.

See CONSTRUCTION DETAILS, Construction Detail "FH_612".

Bid Items 13 and 35, Install Concrete Fire Hydrant Access Pad: Includes installation of a concrete fire hydrant access pad only at locations as indicated on the Project Plans. Payment shall be at the contract price per each unit, complete.

See CONSTRUCTION DETAILS, Construction Detail "FH_683".

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Bid Item 36, Install 2” Blow-off Valve: Includes the installation of a 2” blow-off valve. Includes saddle, riser piping, valve box, insulated locator wire, non-detectable locator tape, thrust block, backfill, compaction, and temporary paving. Payment shall be at the contract price per each unit, complete.

See CONSTRUCTION DETAILS, Construction Detail “BO_511” and “TREN_712”.

Bid Items 14 and 37, Install 1” Air/Vacuum Valve – Below Ground: Includes the installation of a 1” Type K hard copper water service and 1” inch air/vacuum valve below ground. Installation to be by open-cut trenching to achieve proper grade. Includes reinforced concrete pad and protective enclosure. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, non-detectable locator tape, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price per each unit, complete.

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

Bid Item 15 and 38, Install 1” Metered Water Service: Includes the installation of a 1” polyethylene metered water service meter 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, non-detectable locator tape, backfill, compaction, and temporary paving. 1” meter setter will be supplied by the District at no cost to the Contractor. Includes removing and reinstalling the existing water meter at the new location and removing the existing meter setter and meter box. Includes cutting, capping, and abandoning the existing water line. Payment shall be at the contract unit price per each unit, complete.

See CONSTRUCTION DETAILS, See Construction Detail “WS_100PE”, Detail TREN_721”, “TREN_722”, and “TREN_723CH”.

Bid Item 16 and 39, Install 1” Water Service with Curb Stop: Includes the installation of a 1” polyethylene water service as specified by directional boring. Includes installation of a 1” curb stop and connecting to customer’s existing 1” meter setter at the existing meter box with all brass fittings as required. Includes excavating and reinstalling the existing meter box to proper grade with new 2” x 6” pressure treated Douglas Fir supports and replacing the ¾” clean crushed rock. Includes cutting, capping, and abandoning the existing water service. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, and excavation, non-detectable locator tape, #10 insulated copper locator wire, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See CONSTRUCTION DETAILS, Construction Detail “WS_108PE”, Detail TREN_721”, “TREN_722”, and “TREN_723CH”.

Bid Item 17, Reconnect 1” Water Service at Main: Includes the reconnection of an existing 1” copper service at the location of the new water main as specified by

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excavating. Includes construction saw cutting and removal of existing paving, potholing, and excavation, locator tape, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

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

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

See Project Plans for Michigan Drive, Sheet 6, Note 6.

See Project Plans for Cologne Lane, Sheet 6, Note 4.

Bid Item 41, Install 1 1/2" Polyethylene (PE) Water Line and Reconnect Customer Line: Includes installing 1 1/2" Schedule 40 PE pipe with brass fittings on the customer side to reconnect from the new meter location to the customer service line as indicated on the Project Plan. Shall be installed by boring. Includes installation at 24" to 30" of cover, backfilling with native material, and all fittings as required to reconnect to customer service line and provide future connection points as indicated on the Project Plan. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Cologne Lane, Sheet 6, Notes 5, 6, and 7.

Bid Items 19 and 42, 4" Max. Depth Asphaltic Concrete (AC) Paving Restoration: This work includes removal of temporary paving, surface preparation, subsurface compaction as necessary and installation of 1/2" aggregate Asphalt Concrete to a 4" Maximum depth (installed in 2" maximum lifts) in accordance with Section 14 "Restoration of Surfaces" and Section 23 "Asphalt Concrete" of the County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right -of-way. Sand Seal Coat used for surface restoration shall comply with Section 14-3.03 "Seal Coats" of the County of Sacramento Standard Construction Specifications. Includes replacement of pavement striping, lettering, and reflective buttons, disturbed during the project and as directed by the Inspector.

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

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

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payment shall apply:

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

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

Bid Items 20 and 43, Concrete Restoration: This work includes construction and finish saw cutting, removal, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. The replaced curb, gutter and sidewalk shall be constructed in conformance with County of Sacramento Standard Construction Specifications Plan 4-30, and Section 27 "Curbs, Gutters, Sidewalks, and Drainage Structures" of the County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside City right of way.

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

See SPECIAL PROVISIONS, Concrete Restoration.

Bid Items 21 and 44, Landscape Restoration – Lawn or Planter Area: This work consists of restoring customer's lawn or planter area to its original or better condition prior to water installation. Includes sod removal and replacement or reinstallation, grading, mulching, irrigation and sprinkler systems, and a general site cleanup. Payment shall be at the contract price per each unit, complete.

See SPECIAL PROVISIONS, Landscape Restoration.

Bid Item 22, Remove Existing Steamer Fire Hydrant: Includes removal of an existing steamer fire hydrant. Includes cutting the steamer fire hydrant 24" minimum below ground and plugging the abandoned barrel with concrete. Removal of any valve box or riser shall be invoiced with the bid item for "Remove Valve Box." Includes proper disposal of the steamer fire hydrant. Includes potholing during excavation, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Michigan Drive, Sheet 4, Note 8.

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Bid Items 23 and 46, Remove Existing Tee and Valves: Includes removal of an existing 8" tee and gate valves. Includes cutting the existing water main on all sides of the existing 8" tee and gate valves, removing the 8" tee and gate valves, and installing a section of 8" Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main with appropriate couplings on each end. Includes installation of concrete plug on abandoned water main. Includes potholing during construction, excavation, disinfection, flushing, backfill, temporary paving, and bacteriological testing. Includes removal of existing valve boxes and risers and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See Project Plans for Michigan Drive, Sheet 6, Note 7.

See Project Plans for Cologne Lane, Sheet 4, Note 9.

Bid Items 24 and 47, Remove Existing Valve Box: Includes removing and disposing of an existing water main valve box and cutting the existing access riser 12-inches minimum below grade. Includes ¾" aggregate base backfill, mechanical compaction to 95%, and temporary paving. Payment shall be at the contract unit price, complete.

See Project Plans for Michigan Drive, Sheet 4, Note 8.

See Project Plans for Cologne Lane, Sheet 6, Note 10.

Bid Item 45, Regrade Gravel Roadway and Add 2" of ¾" Crushed Rock: Includes regrading an existing gravel roadway. A minor crown shall be reestablished along the center of the roadway to prevent areas of water pooling. Staking will not be provided and is not included in the work. The contractor is advised that Cologne Lane is a private roadway and does not require City of Citrus Heights Inspection. Once a reasonably graded roadway is established, the work includes evenly spreading 2" of ¾" crushed rock over the entire surface. Reasonable compaction shall be achieved to provide a drivable all-weather surface with minimal areas of water pooling. Payment shall be at the contract price per each unit, complete.

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5. ORDER OF WORK

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

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

6. BACTERIOLOGICAL TESTING PROCEDURE AND TIMETABLE

Before project construction begins:

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

During project:

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

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

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

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

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

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

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

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

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

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

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

---24-hour notification period---

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

7. EXCAVATION AND POTHOLING

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

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

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

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

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

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

8. REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

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

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

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

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

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

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

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

9. HOURS OF WORK

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

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

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

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10. MATERIAL SUBMITTALS

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

Submittal List

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

11. VARIATIONS FROM PLANS AND SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS

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

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

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

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

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12. CALIFORNIA CONTRACTOR'S LICENSE CLASSIFICATION

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

13. SUBCONTRACT DOCUMENTS

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

14. PERMIT FOR CONSTRUCTION WATER

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

15. SAFETY AND HEALTH PROVISIONS

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

16. INJURY AND ILLNESS PREVENTION/HAZARD COMMUNICATION

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

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17. PRE-CONSTRUCTION CONFERENCE

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

18. PROJECT MEETINGS

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

19. CONSTRUCTION SCHEDULE

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

20. EMERGENT MATTERS AFTER HOURS

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

21. EMERGENCY CONTACT AND CONTRACTOR RESPONSE

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

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

22. TRENCH AND EXCAVATION COMPETENT PERSON ASSIGNMENT AND RESPONSIBILITIES

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

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Trench and Excavation “Competent Person” Assignment

PROJECT NAME: _____

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

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

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

As such, the individual has the ability to detect:

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

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

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

Designated by:

Signature: _____ Date _____

Name _____ Title _____

_____ Title _____ Date _____

Signature of individual assigned as Competent Person:

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

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

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**MICHIGAN DRIVE AND COLOGNE LANE WATER MAIN PROJECT
C17-102 AND C18-103**

1. Traffic Control Requirements

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

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

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

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

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

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

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

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

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3. Damage to Pavement and Concrete

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

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

4. Storage of Equipment and Materials

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

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

5. Minimum Cover

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

6. Backfill, Compaction, and Compaction Testing

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

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

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

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

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

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

9. Service Valve Locations and Meter Installations

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

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

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

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

10. Connection to Existing Services

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

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

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

11. Flushing Service Lines

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

12. Bronze Service Saddles

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

13. Corporation Stops and Ball Valves

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

14. Brass Fittings

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

15. Compression Couplings

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

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

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

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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

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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.

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◆ **Installation**

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

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

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

◆ **Saw-cutting**

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

◆ **Placement**

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

◆ **Vandalism**

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

21. Landscape Restoration

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

**SECTION 01000
SPECIAL PROVISIONS**

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SPECIAL PROVISIONS**

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

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

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

◆ **Sod Removal and Replacement**

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

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

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

◆ **Ground Cover Removal and Replacement**

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

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

◆ **Shrub Removal and Replacement**

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

◆ **Pruning**

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

◆ **Grading**

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

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

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

◆ **Mulching**

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

◆ **Weed Retardant Fabric Replacement**

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

◆ **Cleanup**

**SECTION 01000
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Any excess soil, imported fill, prunes, or other debris shall be removed daily from the work zone and disposed of in a lawful manner at the Contractor's expense.

◆ **Guarantee and Replacement**

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

22. Maintaining Traffic, Public Convenience and Safety

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

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

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

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

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

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

**SECTION 01000
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irregularities.

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

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

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

23. Public Notification

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

24. Construction Layout and Staking

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

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

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

- Staking Saw Cut Line

**SECTION 01000
SPECIAL PROVISIONS**

- Staking Construction Area Signs
- Traffic control except as noted below

Contractor Responsibilities:

- Discuss scheduling of staking needs for Contractor operations and time estimates of staking operations with the District Inspector. Staking needs shall be included on the biweekly schedule updates.
- Request construction stakes a minimum of three (3) working days in advance of starting an operation that will use the stakes (i.e. if stakes are to be used Thursday, the staking request shall be submitted on Monday). Weekends and holidays are not considered working days.
- Submit suitable requests for construction stakes, ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within five (5) days of staking.
- Coordinate construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in safe and expeditious manner to the satisfaction of the District Inspector.
- Contractor shall provide a safe working environment for the survey crews.
- Contractor shall establish priorities for requested construction stakes and note the priorities on the staking request.
- Contractor shall preserve all construction stakes. Replacement of stakes will be completed at the expense of the Contractor.
- The Contractor will coordinate with the District Inspector regarding the location and placement of Fire Hydrants, Valves, Tees, Crosses, Water Services, ARVs and related appurtenances. The final location of these facilities will require approval from the District Inspector.

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

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

END OF SPECIAL PROVISIONS

**SECTION 01000
SPECIAL PROVISIONS**

**SECTION 01100
CONSTRUCTION DETAILS**

MICHIGAN DRIVE AND COLOGNE LANE WATER MAIN PROJECT
C17-102 AND C18-103

The following Construction Details pertain to Citrus Heights Water District's Michigan Drive and Cologne Lane Water Main Project C17-102 and C18-103:

| | |
|-------------------|--|
| Detail HP_001 | Hydrostatic Pressure Testing |
| Detail TB_001 | Concrete Thrust Block Details |
| Detail AV_412 | 1 Air/Vacuum Valve – Below Ground |
| Detail BO_511 | 2" Blow-off Valve |
| Detail FH_612 | Fire Hydrant – 6" Connection (Street Side) |
| Detail FH_683 | Fire Hydrant Access Pad |
| Detail TREN_712 | 4" Through 12" Trench Detail – Shoulder – City of Citrus Heights |
| Detail TREN_713CH | 4" Through 12" Trench Detail – Pavement – City of Citrus Heights |
| Detail TREN_721 | Service Line Trench Detail – Native |
| Detail TREN_722 | Service Line Trench Detail – Shoulder |
| Detail TREN_723CH | Service Line Trench Detail – Pavement – City of Citrus Heights |
| Detail TREN_782 | Sewer/Storm Crossing Detail |
| Detail TREN_783 | Sewer/Storm Parallel Detail |
| Detail VB_810 | Water Main Valve Box – Landscape |
| Detail VB_811 | Water Main Valve Box – Street/Driveway |
| Detail WS_100PE | 1" Polyethylene Water Service – 1" Meter New Construction |
| Detail WS_108PE | 1" Polyethylene Water Service |
| Detail WS_109CU | 1" Copper Water Service Saddle Replacement |
| Detail WS_290 | 2" Construction Water Service |
| Detail UC_001 | Utility Crossing |
| Detail SWPPP_100 | Storm Drain Inlet Protection – Filter Bag Installation |
| Detail SWPPP_101 | Storm Drain Inlet Protection – Curb Inlet Installation |
| Detail SWPPP_102 | Storm Drain Inlet Protection – Sediment Trap |
| Detail SWPPP_103 | Storm Drain Inlet Protection – Area Inlet Installation |
| Detail SWPPP_110 | Temporary Fiber Roll |
| Detail SWPPP_111 | Temporary Cover Stockpile Installation |
| Detail SWPPP_115 | Temporary Silt Fence |
| Detail SWPPP_120 | Temporary Construction Entrance |

**SECTION 01100
CONSTRUCTION DETAILS**

**SECTION 01100
CONSTRUCTION DETAILS**

Detail SWPPP_125 Storm Drain Inlet Protection – Concrete Washout Facility – Sign

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

NOTES:

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

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



**CITRUS
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HYDROSTATIC PRESSURE TESTING

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Churchill DATE: 5/8/13
 CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

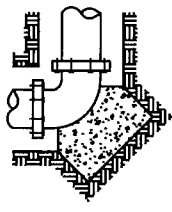
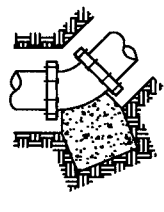
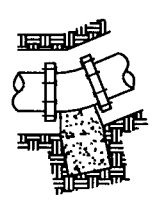
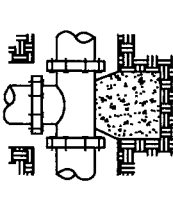
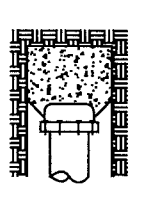
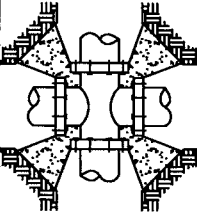
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| MINIMUM REQUIRED BEARING AREA - TOTAL SQUARE FEET | | | | | | | |
|---|---|---|---|--|---|---|----|
| TYPE OF FITTING | 90° BEND | 45° BEND | 11 1/4° OR 22 1/2° BEND | TEE OR DEAD END | END OF LINE | CROSS | |
| TYPICAL INSTALLATION |  |  |  |  |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

NOTES:

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



**CITRUS
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CONCRETE THRUST BLOCK DETAILS

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churhio

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED:

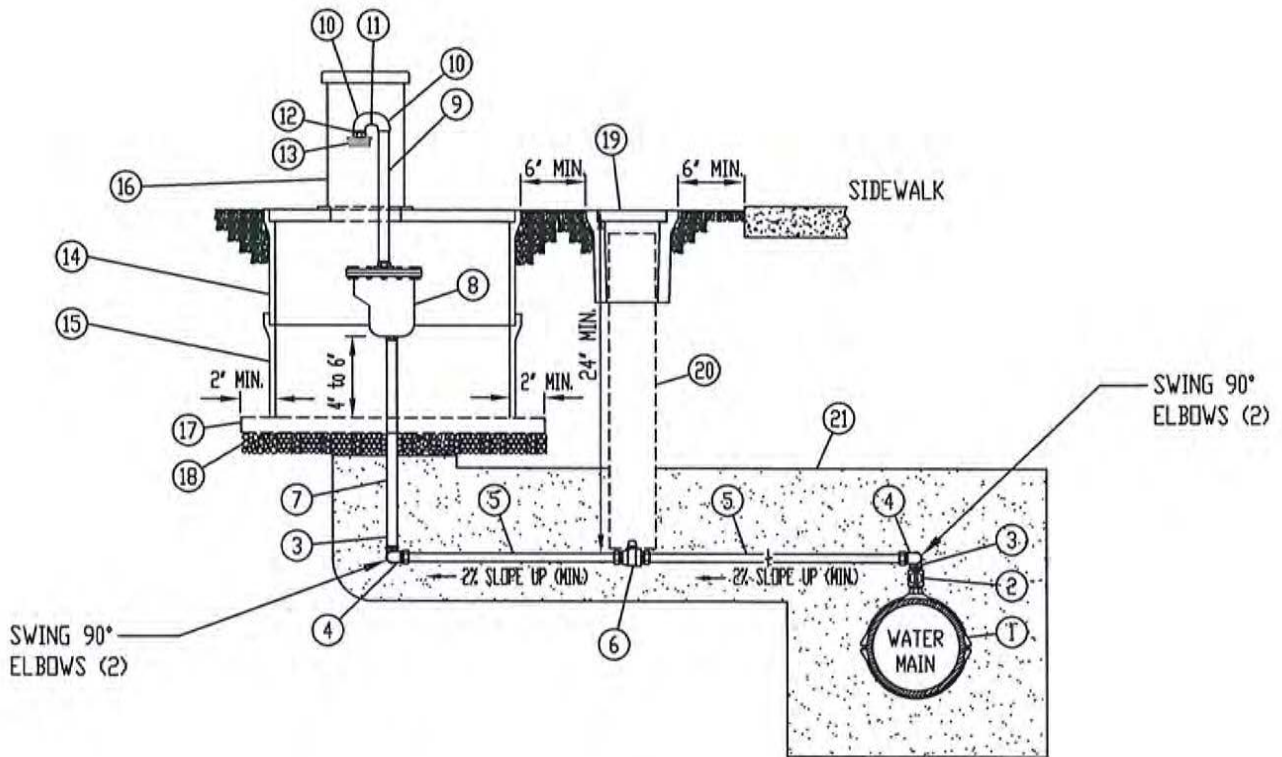
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NOTES:

- AIR/VACUUM VALVE AND 6' RISER SHALL BE PLUMB.
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.

| | | | |
|----|---|----|---|
| 1 | 1" BRONZE SADDLE - IPT | 13 | SCREEN - CHRISTY VCI |
| 2 | 1" CORPORATION STOP - FULL-PORT BALL, MIP x MIP | 14 | CONCRETE BOX - CHRISTY 1324-H/20 |
| 3 | 1" BRASS ELBOW | 15 | CONCRETE BOX EXTENSION - CHRISTY B1324x12 |
| 4 | 1" BRASS STREET ELBOW - CTS COMP x MIP | 16 | LID AND HOUSING - PLACER WATERWORKS PW/AE118-M OR EQUAL |
| 5 | 1" COPPER TUBING - TYPE K HARD | 17 | 2' x 6' PRESSURE TREATED DOUGLAS FIR SUPPORTS (2) |
| 6 | 1" VALVE - FULL-PORT BALL, CTS COMP x CTS COMP | 18 | 3/4" CLEAN CRUSHED ROCK |
| 7 | 1" BRASS NIPPLE - LENGTH AS NEEDED | 19 | CONCRETE VALVE BOX/LID - MARKED "WATER", CHRISTY F-8 |
| 8 | 1" AIR/VACUUM VALVE - CRISPIN UL-10 OR EQUAL | 20 | 6' RISER - SDR35 ONLY, CONTINUOUS SECTION |
| 9 | 1" SCH 80 PVC PIPE - MIP x SLIP | 21 | #2 WASHED SAND - COMPACTED TO 90% |
| 10 | 1" SCH 80 PVC ELBOW - SLIP x SLIP | | |
| 11 | 1" x 2" SCH 80 NIPPLE - SLIP x SLIP | | |
| 12 | 1" x 2" SCH 80 NIPPLE - SLIP x MIP | | |



**CITRUS
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1" AIR/VACUUM VALVE - BELOW GROUND

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE: **23 AUG 2016**

DRAWN: 8 MAY 2013

REVISED:

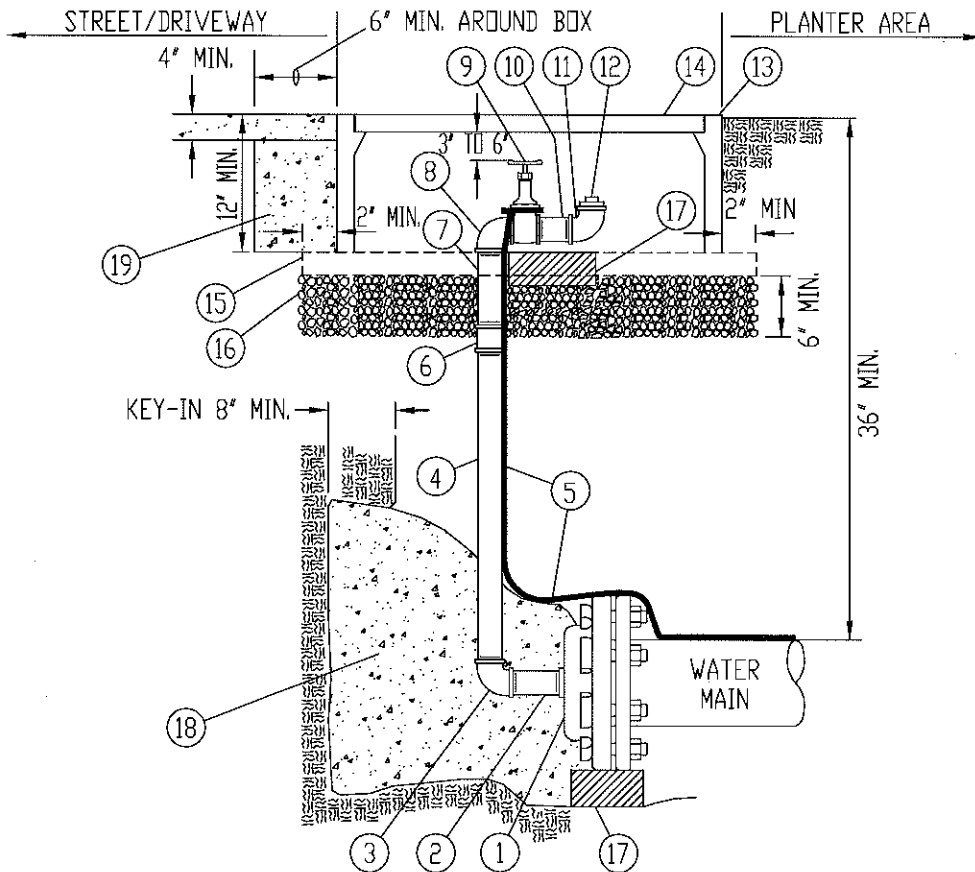
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NOTES:

- BOLT TORQUE ON ALL FITTINGS SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS.
- MATERIAL BELOW CRUSHED ROCK SHALL BE COMPACTED TO 95% MINIMUM.
- LID SHALL BE MARKED "WATER"
- VALVE OPERATING HANDLE SHALL BE CENTERED IN BOX AND FULLY ACCESSIBLE.
- CONCRETE ENCASEMENT SHALL BE ALLOWED TO CURE 24 HOURS MINIMUM PRIOR TO FINISH PAVING.

| | | | | | |
|----|---|----|--|----------------|--------------------|
| 1 | MJ CAP W/ 2" FIP OUTLET | 11 | 2" BRASS 90° ELBOW | | |
| 2 | 2" x 6" BRASS NIPPLE | 12 | 2" BRASS PLUG, FINGER TIGHT | | |
| 3 | 2" BRASS 90° ELBOW | | NON-TRAFFIC AREA | SIDEWALK/DW | STREET |
| 4 | 2" x 24" BRASS NIPPLE | 13 | BOX | CARSON 1220-12 | CHRISTY FL30TB0X12 |
| 5 | #10 INSULATED COPPER LOCATOR WIRE | 14 | LID | CARSON 1220-4B | CHRISTY FL30T |
| 6 | 2" BRASS COUPLING - ONE ONLY | 15 | 2" x 6" PRESSURE TREATED DOUGLAS FIR SUPPORTS (2) | | |
| 7 | 2" BRASS NIPPLE - ONE ONLY, LENGTH AS NECESSARY TO ADJUST TO PROPER GRADE | 16 | 3/4" CLEAN CRUSHED ROCK | | |
| 8 | 2" BRASS STREET ELBOW | 17 | CONCRETE BRICK - 2 1/4" x 3 3/4" x 7 1/2" | | |
| 9 | 2" BRASS GATE VALVE-NIBCO T-113LF OR EQUAL w/ 4" BRASS HANDWHEEL | 18 | CONCRETE THRUST BLOCK - SEE DETAIL TB_001 | | |
| 10 | 2" x 3" BRASS NIPPLE | 19 | CONCRETE ENCASEMENT AROUND VALVE BOX- TYPE II SIX-SACK PORTLAND CEMENT | | |



**CITRUS
HEIGHTS
WATER
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2" BLOW-OFF VALVE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE:

7/31/15

DRAWN: 29 JULY 2015

REVISED:

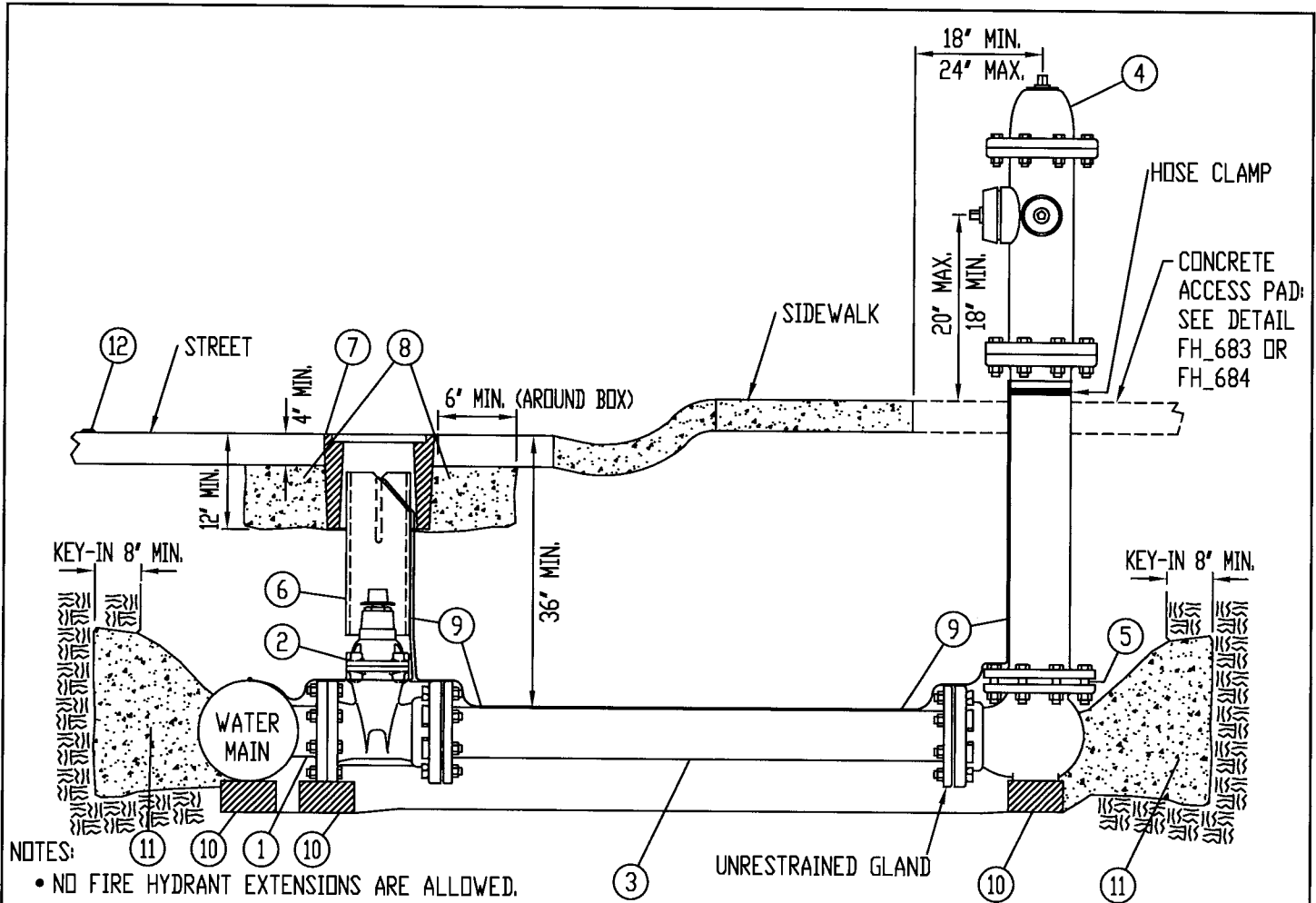
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: BO_511.DWG

PAGE:

BO_511



NOTES:

- NO FIRE HYDRANT EXTENSIONS ARE ALLOWED.
- BOLT TORQUE ON ALL FITTINGS SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS.
- AREA AROUND FIRE HYDRANT SHALL BE COMPACTED TO 90% MINIMUM.
- PAINT HYDRANT BURY USING A MANUFACTURER'S RECOMMENDED PRIMER, FINISH WITH RUSTOLEUM GLOSS WHITE, TWO COATS MINIMUM. PRIOR TO PAINTING, CLEAN ALL SURFACES WITH SOAP AND WATER USING AN ABRASIVE PAD.

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



CITRUS HEIGHTS WATER DISTRICT

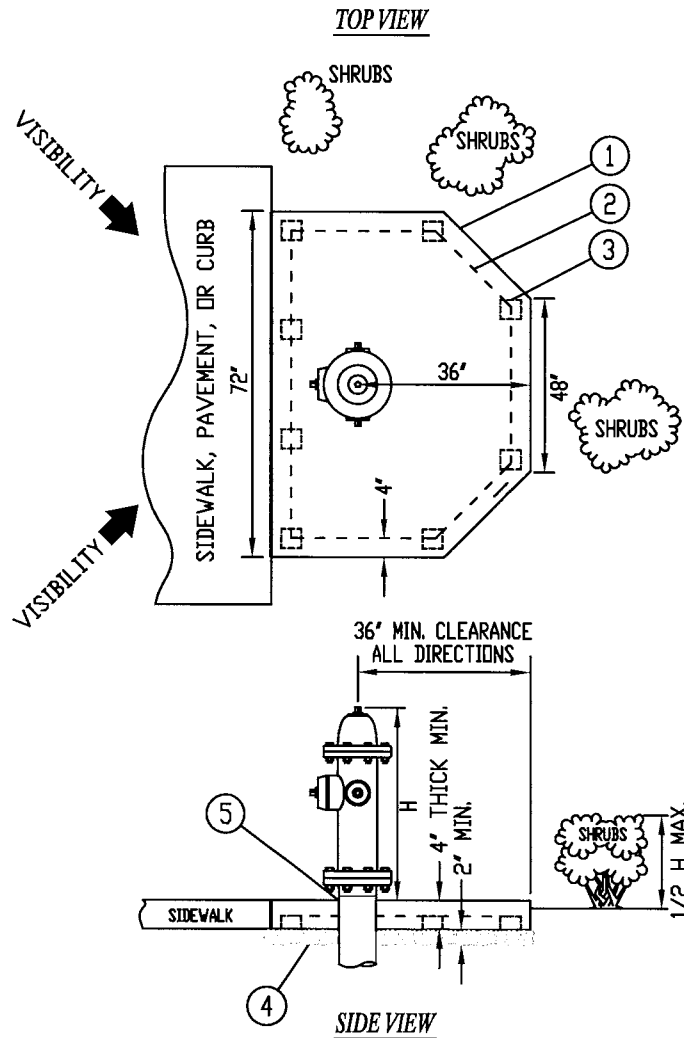
FIRE HYDRANT - 6" CONNECTION (STREET SIDE)

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Churchill* DATE: *5/8/13*
 CITRUS HEIGHTS WATER DISTRICT

DETAIL FOR CONSTRUCTION IN:
SACRAMENTO METRO FIRE DISTRICT

DRAWN: 8 MAY 2013
 REVISED:
 SCALE: N.T.S.
 DESIGN: P.A.D.
 CAD FILE: FH_612.DWG
 PAGE: **FH_612**



NOTES:

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

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



**CITRUS
HEIGHTS
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FIRE HYDRANT ACCESS PAD

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chumblee DATE: 5/8/13
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

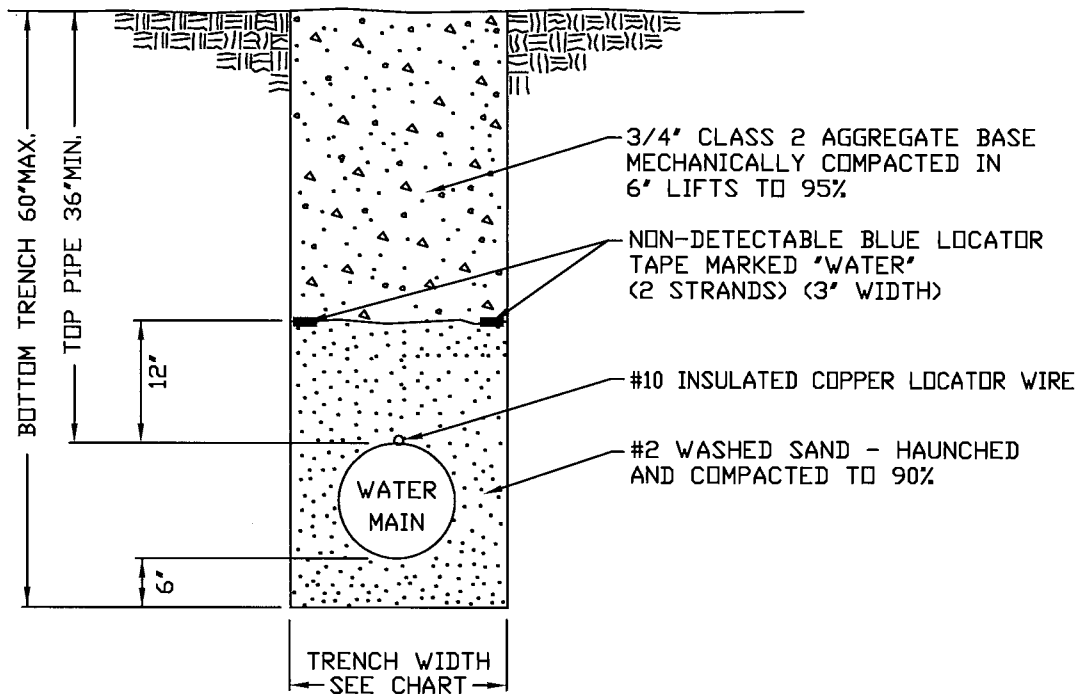
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DESIGN: P.A.D.

CAD FILE: FH_683.DWG

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FH_683



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

4" THROUGH 12" TRENCH DETAIL - SHOULDER

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

APPROVED BY:

Robert A. Chumbe

DATE: 5/8/13

SCALE: N.T.S.

DESIGN: P.A.D.

CITRUS HEIGHTS WATER DISTRICT

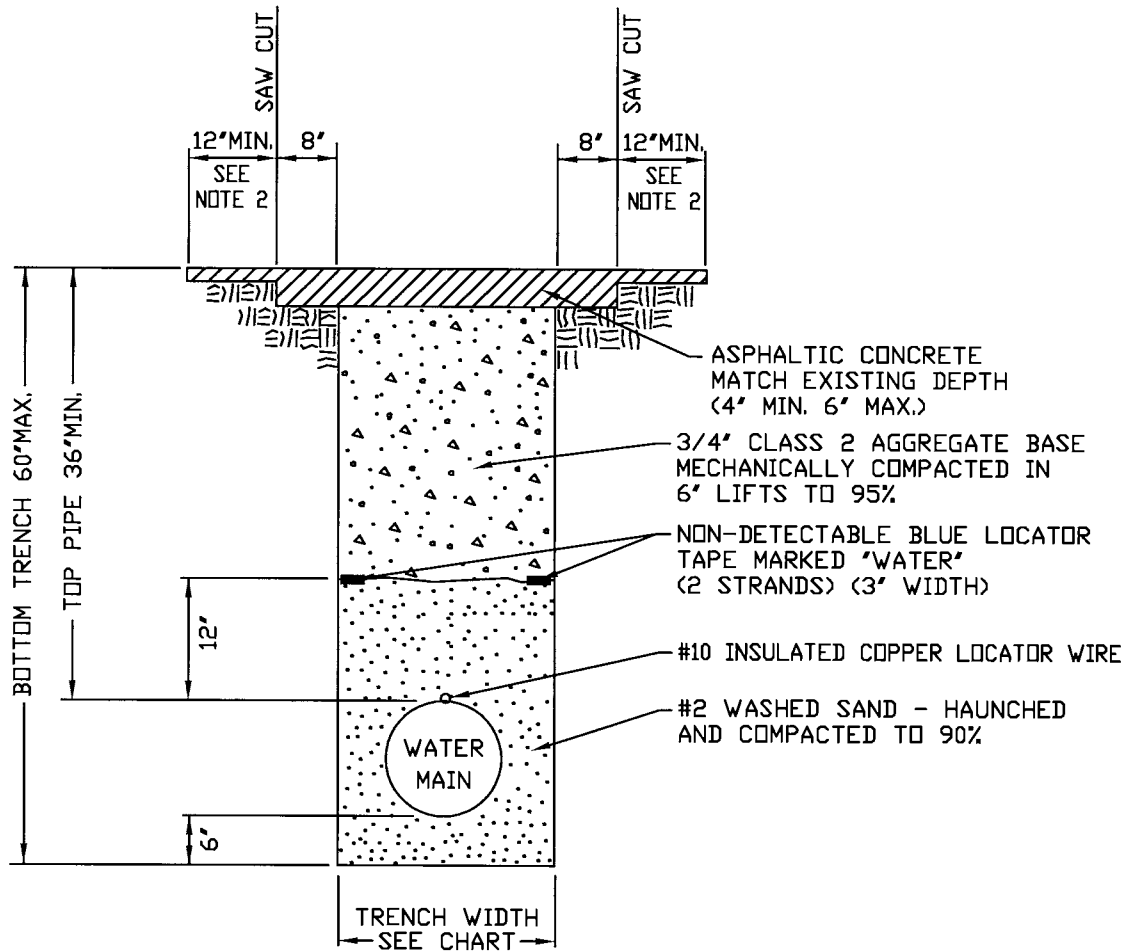
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TREN_712



**CITRUS
 HEIGHTS
 WATER
 DISTRICT**



NOTES:

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

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



**CITRUS
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4" THROUGH 12" TRENCH DETAIL - PAVEMENT

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Churchill DATE: 5/8/13
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

SCALE: N.T.S.

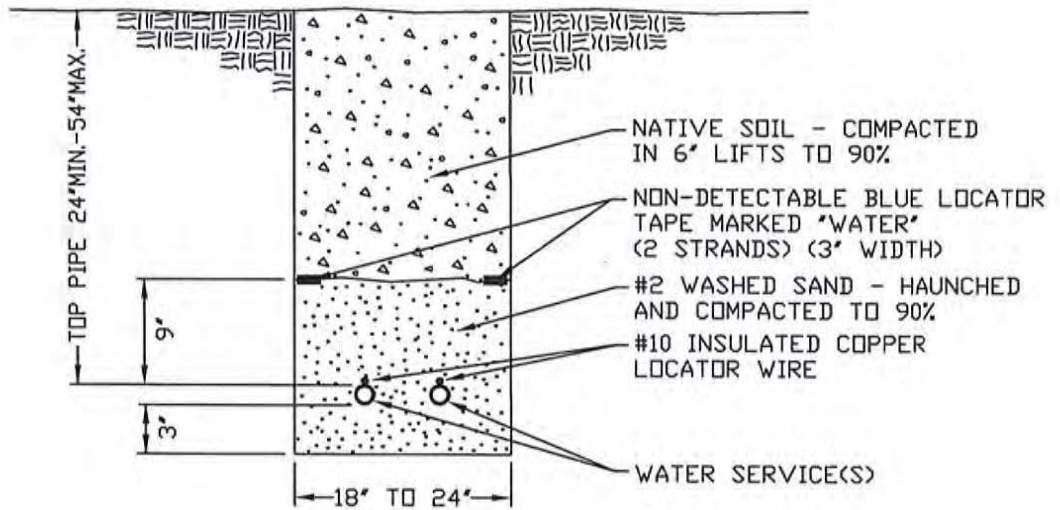
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FOR CONSTRUCTION IN THE CITY OF CITRUS HEIGHTS

TREN_713CH



SERVICE LINE TRENCH DETAIL - NATIVE

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 19 APRIL 2017

REVISED:

APPROVED BY:

Melissa Pieri

DATE: 4/19/17

SCALE: N.T.S.

DESIGN: P.A.D.

CITRUS HEIGHTS WATER DISTRICT

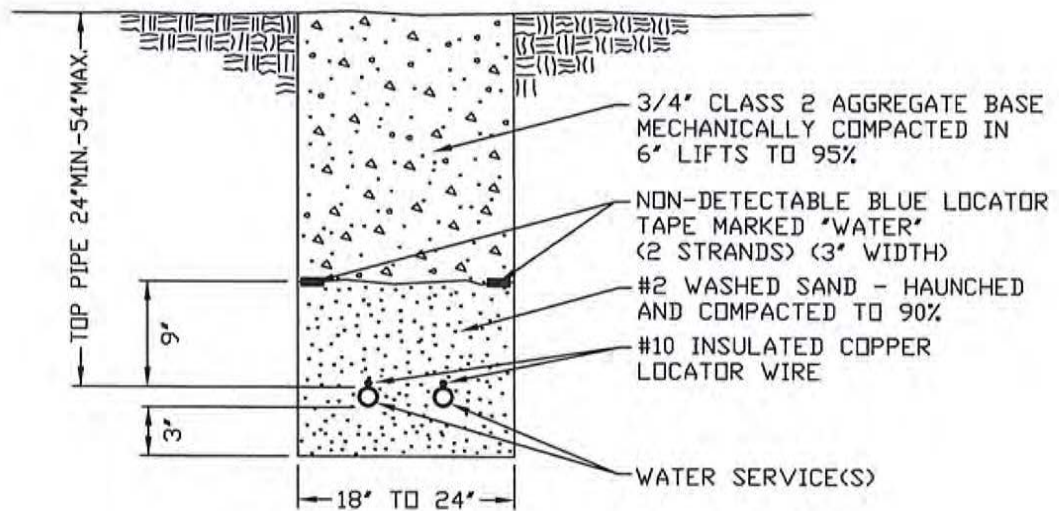
CAD FILE: TREN_721.DWG

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TREN_721



**CITRUS
HEIGHTS
WATER
DISTRICT**



**CITRUS
HEIGHTS
WATER
DISTRICT**

SERVICE LINE TRENCH DETAIL - SHOULDER

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Melina Pieri

DATE:

4/19/17

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 19 APRIL 2017

REVISED:

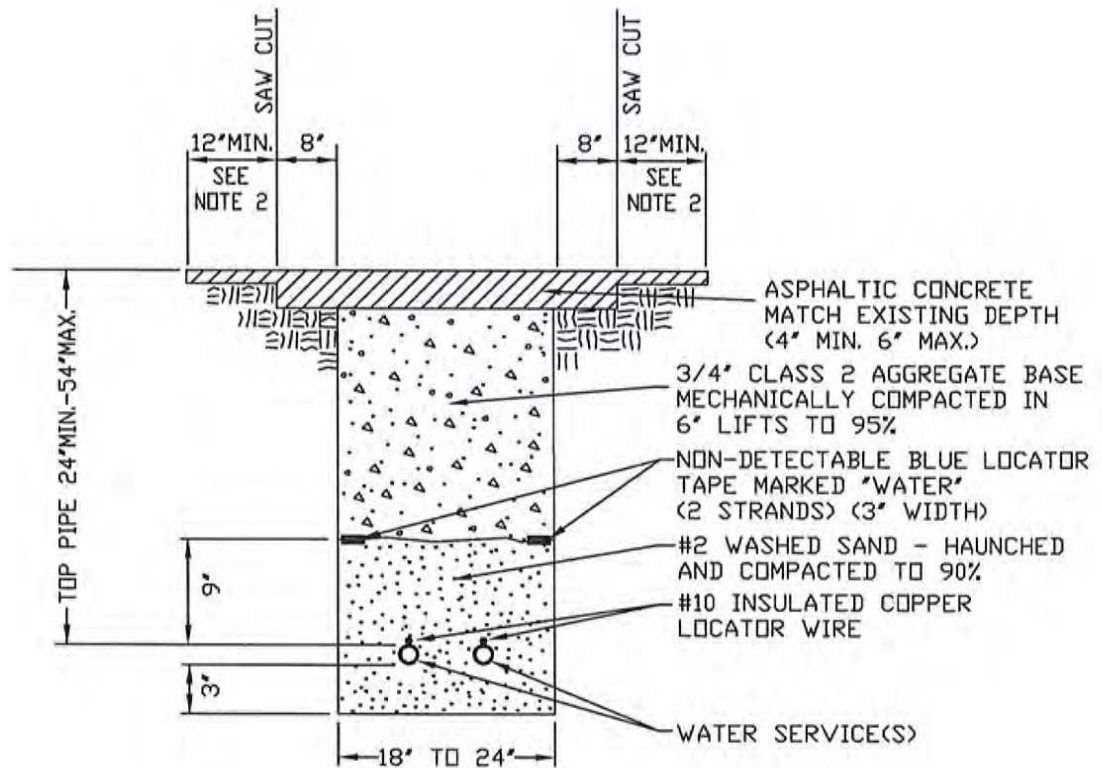
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DESIGN: P.A.D.

CAD FILE: TREN_722.DWG

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TREN_722



NOTES:

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



SERVICE LINE TRENCH DETAIL - PAVEMENT

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Melina Pieri*

DATE: 4/19/17

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 19 APRIL 2017

REVISED:

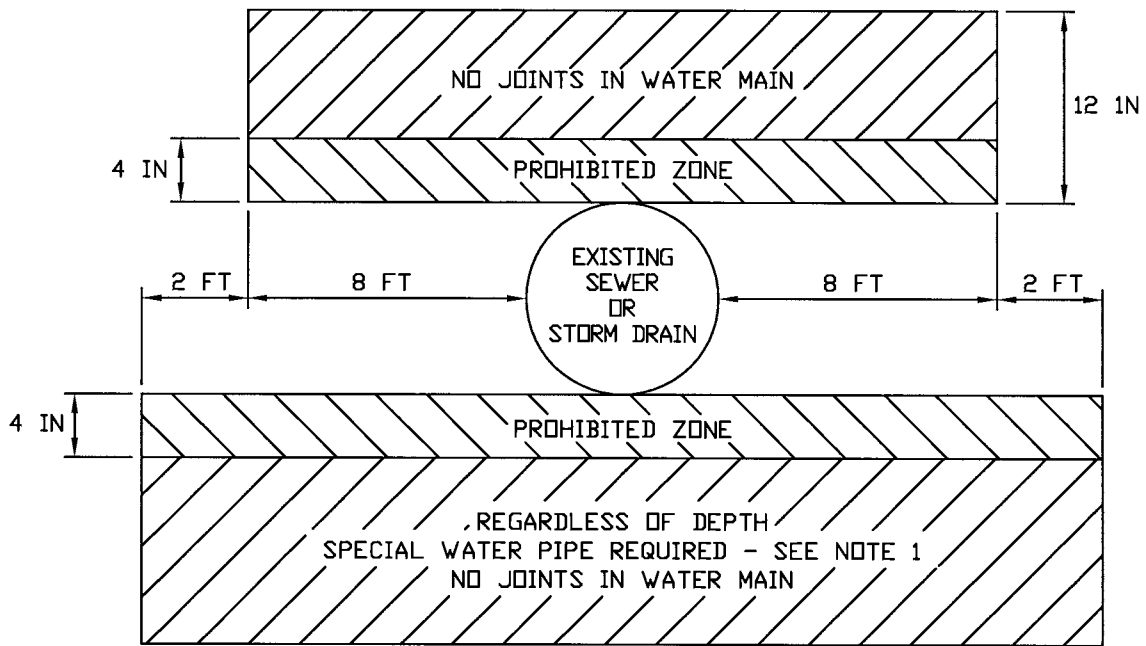
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FOR CONSTRUCTION IN THE CITY OF CITRUS HEIGHTS



NOTE:

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



SEWER/STORM CROSSING DETAIL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Chumbley
 CITRUS HEIGHTS WATER DISTRICT

DATE: *5/8/13*

DRAWN: 8 MAY 2013

REVISED:

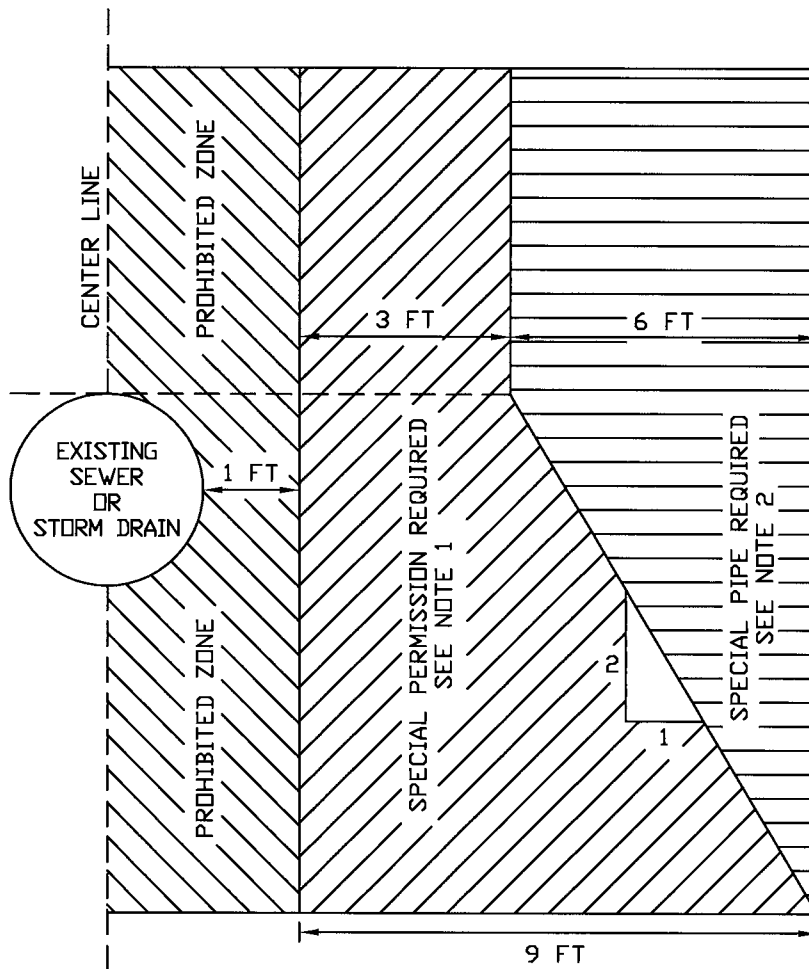
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CAD FILE: TREN_782.DWG

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TREN_782



NOTES:

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



SEWER/STORM PARALLEL DETAIL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Dobal a. Chubb
 CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013

REVISED:

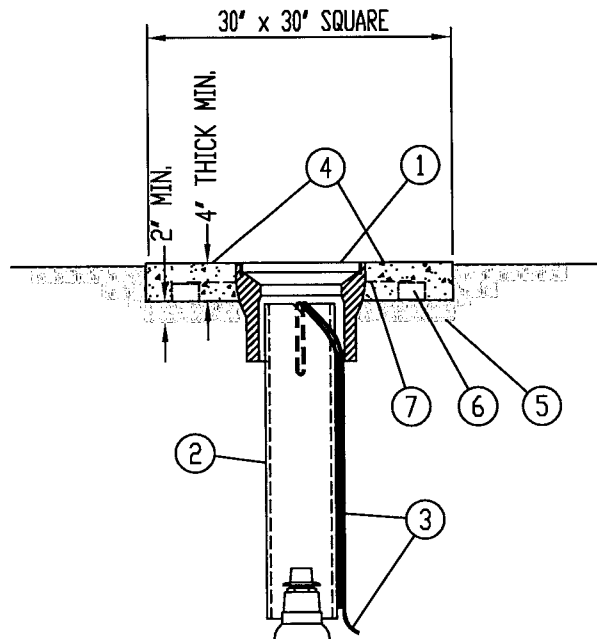
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NOTES:

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

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



**CITRUS
HEIGHTS
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WATER MAIN VALVE BOX - LANDSCAPE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE: 5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

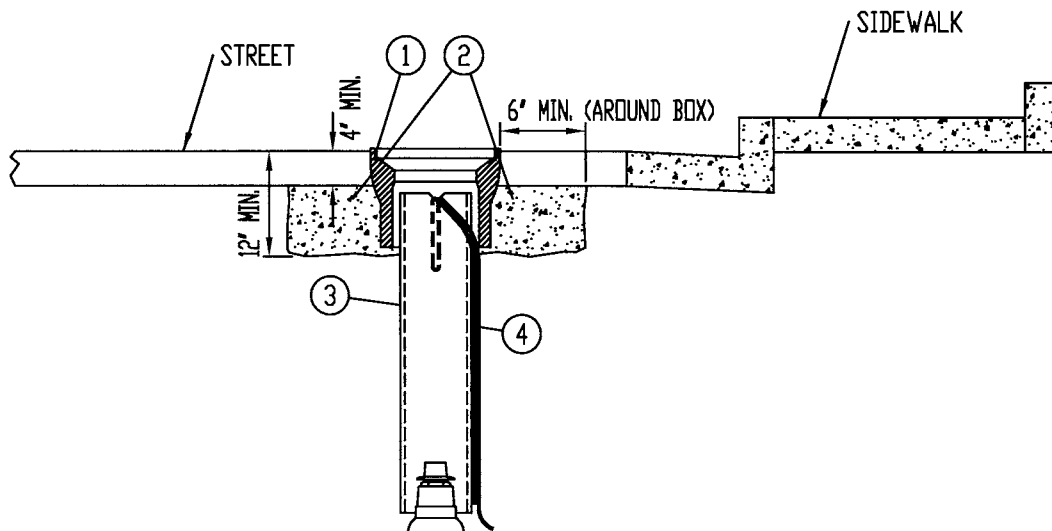
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DESIGN: P.A.D.

CAD FILE: VB_810.DWG

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VB_810



NOTES:

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

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



**CITRUS
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WATER MAIN VALVE BOX - STREET/DRIVEWAY

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chubb

DATE: 5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

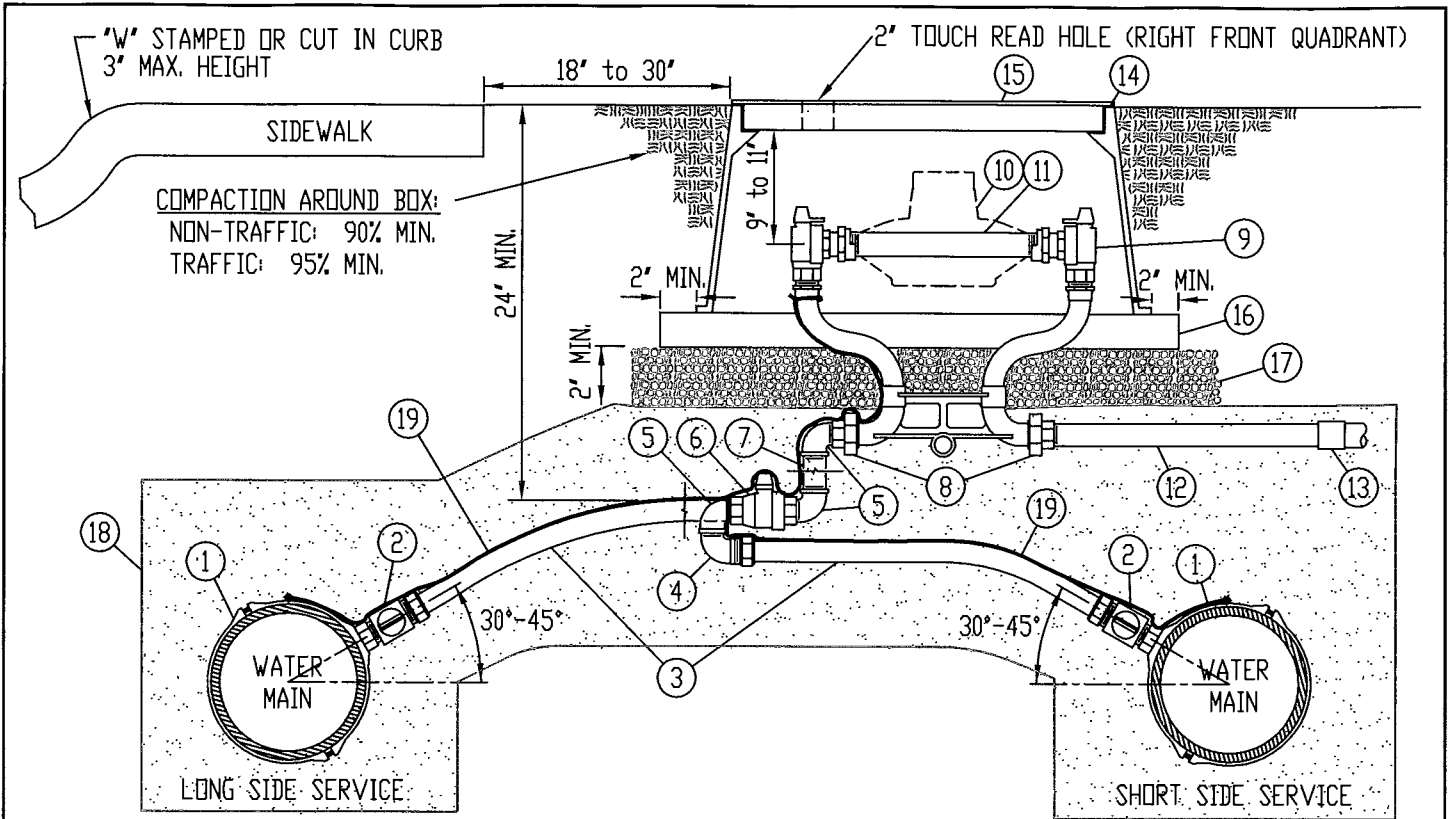
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VB_811



CARSON 1220-4B "T" TYPE LID:
 SHALL INCLUDE STRAIGHT TYPE HEXAGON LOCK-DOWN BOLT (1) AND TOUCH READ HOLE. SHALL BE MARKED "WATER"

CHRISTY FL30T RECESSED LID:
 SHALL INCLUDE STRAIGHT TYPE PENTAHEAD LOCK-DOWN BOLTS (2) AND TOUCH READ HOLE. SHALL BE MARKED "WATER"

METER YOKE:
 FORD, JONES, MUELLER, McDONALD

| | | | | |
|---|---|----|---|----------------|
| 1 | 1" BRONZE SADDLE - IPT | 9 | 1" COPPER/BRASS METER YOKE - 12" HEIGHT w/2 FULL PORT ANGLE BALL VALVES INCLUDING PADLOCK WINGS ON INLET AND OUTLET | |
| 2 | 1" CORPORATION STOP - FULL-PORT BALL, MIP x CTS COMP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52) | 10 | 1" WATER METER (BY DISTRICT) | |
| 3 | 1" POLYETHYLENE TUBING - CTS ENDPORPE PE-4710 SODR 9 (250 PSI) OR EQUAL | 11 | PVC METER IDLER - 1 1/4" x 10 3/4", SCH 80 (BY CONTRACTOR) | |
| 4 | 1" BRASS STREET ELBOW - CTS COMP x MIP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52) | 12 | 1" x 18" PVC NIPPLE - SCH 80 (BRASS IF BACKFLOW) | |
| 5 | 1" BRASS STREET ELBOW | 13 | 1" PVC COUPLING - SCH 80 | |
| 6 | 1" VALVE - FULL-PORT BALL, FIP x FIP or CTS COMP x FIP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52) | | | |
| 7 | 1" BRASS NIPPLE (AS NECESSARY TO ADJUST TO PROPER GRADE) | | NON-TRAFFIC AREAS | TRAFFIC AREAS |
| 8 | 1" DUAL PURPOSE CONNECTION | 14 | METER BOX | CARSON 1220-12 |
| | | 15 | LID | CARSON 1220-4B |
| | | 16 | 2" x 6" PRESSURE TREATED DOUGLAS FIR SUPPORTS (2) | |
| | | 17 | 3/4" CLEAN CRUSHED ROCK | |
| | | 18 | #2 WASHED SAND COMPACTED TO 90% | |
| | | 19 | #10 INSULATED COPPER LOCATOR WIRE | |



CITRUS HEIGHTS WATER DISTRICT

**1" POLYETHYLENE WATER SERVICE - 1" WATER METER
 NEW CONSTRUCTION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chubice DATE: 9/25/14
 CITRUS HEIGHTS WATER DISTRICT

DRAWN: 25 SEP 2014

REVISED:

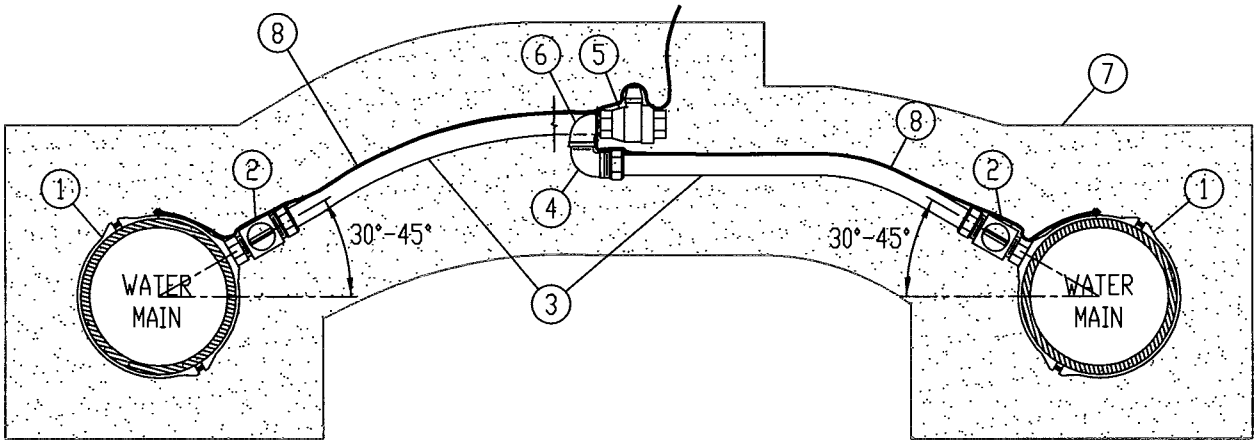
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| | | | |
|---|---|---|--|
| 1 | 1" BRONZE SADDLE - IPT | 5 | 1" VALVE - FULL-PORT BALL, FIP x FIP or CTS x FIP w/ STAINLESS STEEL INSERT (1" CTS INSERT-52) |
| 2 | 1" CORPORATION STOP - FULL-PORT BALL, MIP x CTS COMP w/ STAINLESS STEEL INSERT (1"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



**CITRUS
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1" POLYETHYLENE WATER SERVICE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE:

9/25/14

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 25 SEP 2014

REVISED:

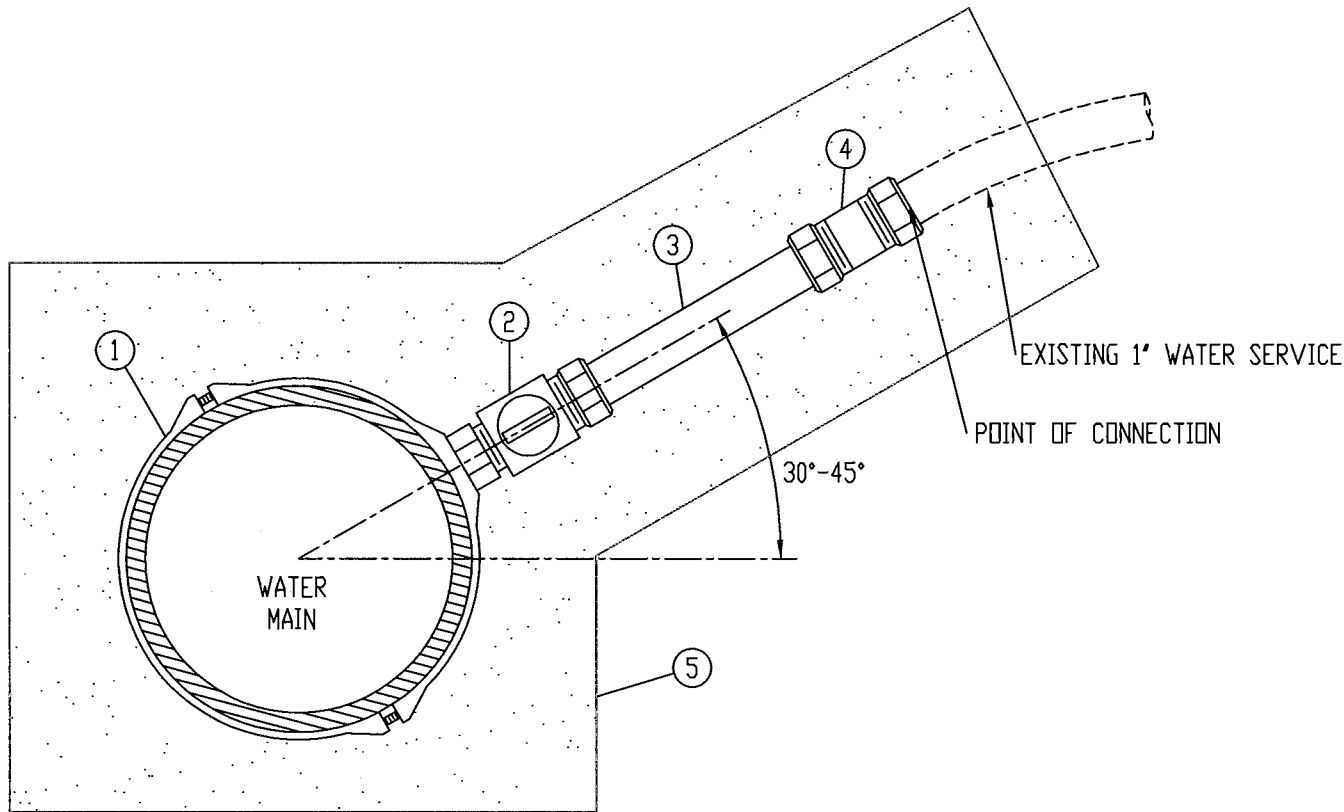
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| | | | |
|---|---|---|---|
| 1 | 1' BRONZE SADDLE - IPT | 4 | 1' BRASS COUPLING AS REQUIRED TO CONNECT TO EXISTING 1' WATER SERVICE |
| 2 | 1' CORPORATION STOP - FULL-PORT BALL, MIP xCTS COMP | 5 | #2 WASHED SAND COMPACTED TO 90% |
| 3 | 1' COPPER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



**CITRUS
HEIGHTS
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1" COPPER WATER SERVICE SADDLE REPLACEMENT

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE: 9/25/14

DRAWN: 25 SEP 2014

REVISED:

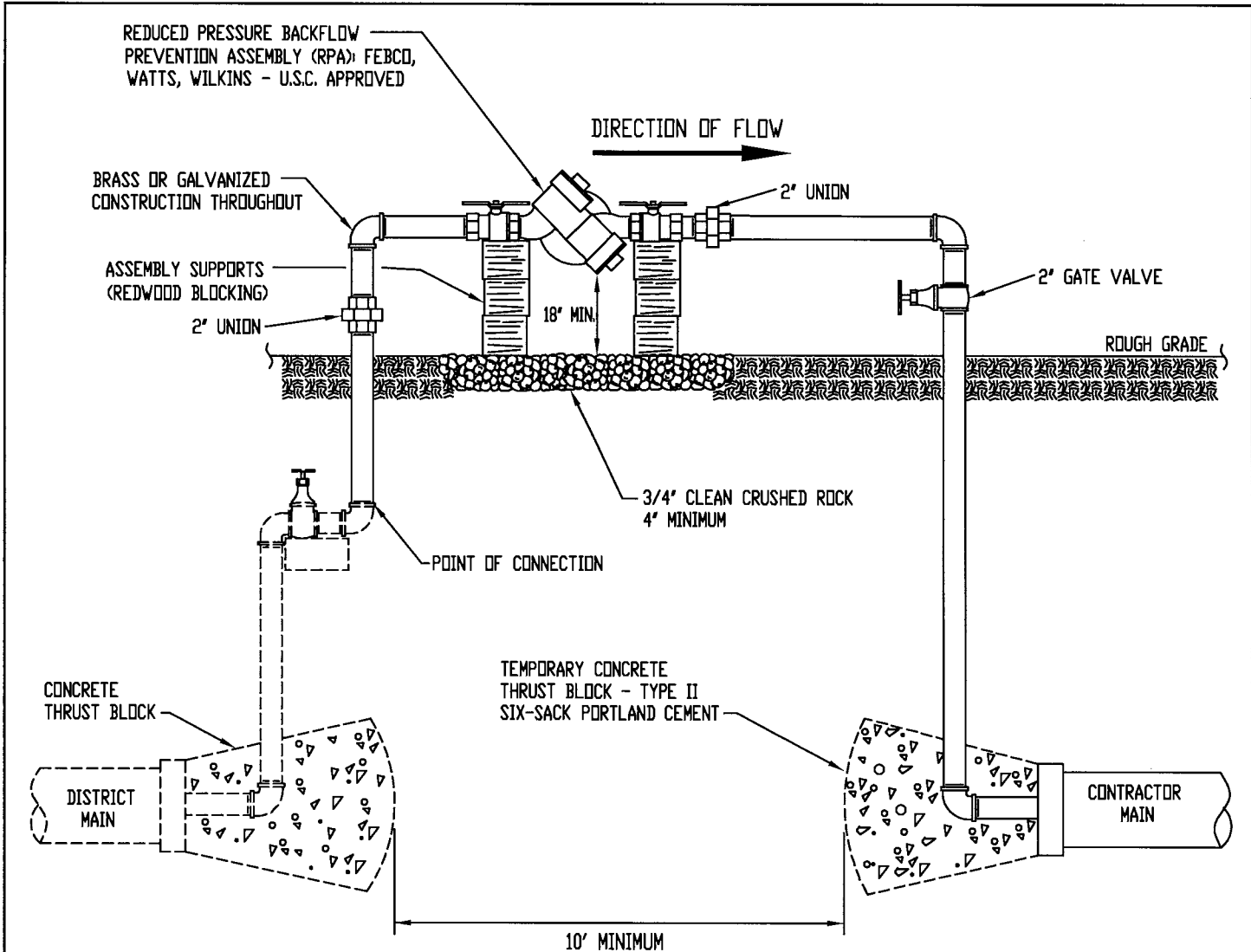
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WS_109CU



NOTES:

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



**CITRUS
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2" CONSTRUCTION WATER SERVICE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Churchill

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

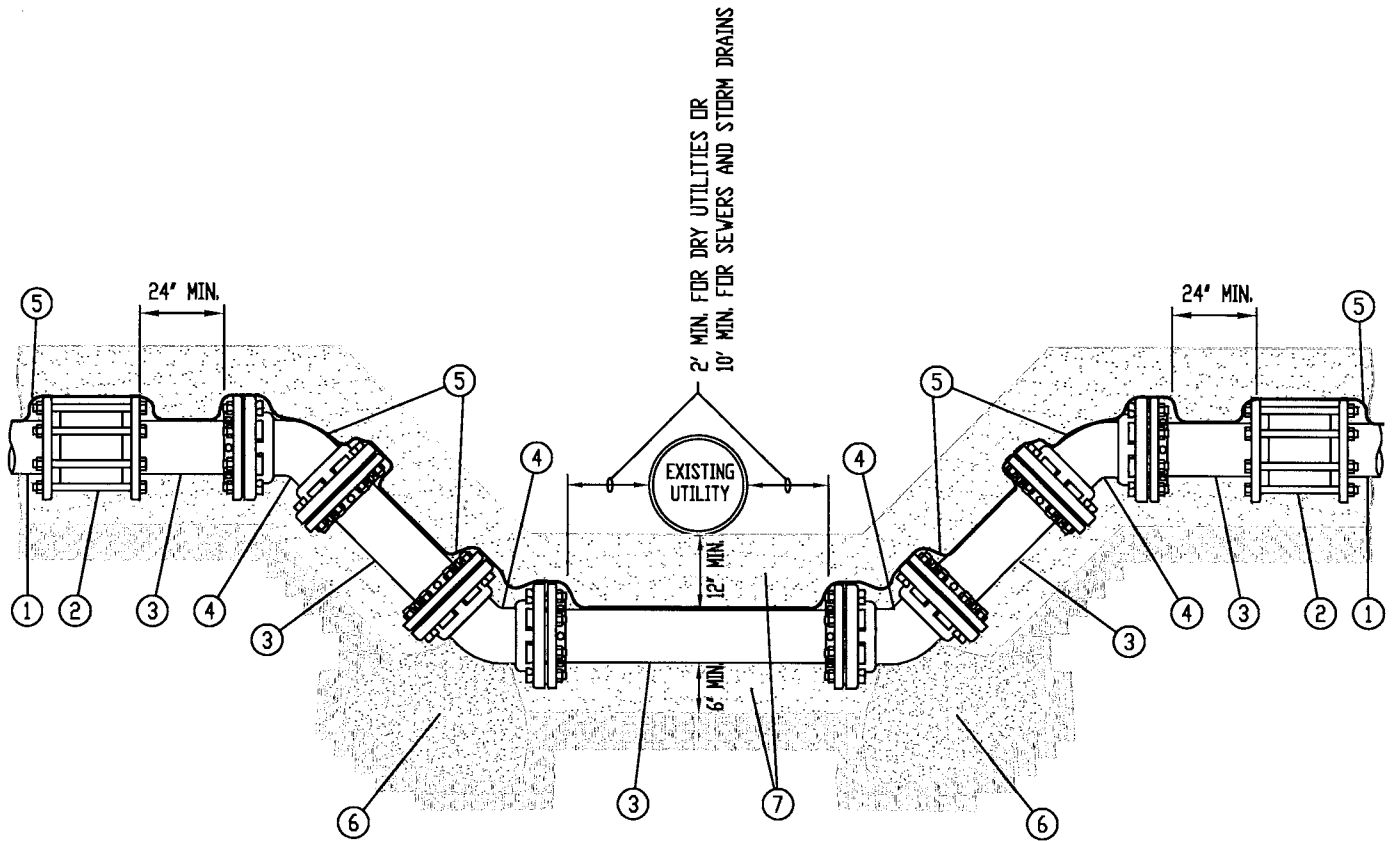
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DESIGN: P.A.D.

CAD FILE: WS_221.DWG

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WS_290



NOTE:

- BOLT TORQUE ON ALL FITTINGS SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS.

| | | | |
|---|---|---|---|
| 1 | EXISTING WATER MAIN | 5 | #10 INSULATED COPPER LOCATOR WIRE |
| 2 | FLEXIBLE COUPLING w/ 12" BARREL | 6 | CONCRETE THRUST BLOCK - SEE DETAIL TB_001 |
| 3 | DUCTILE IRON PIPE - PC350, CONTINUOUS SECTION | 7 | #2 WASHED SAND - COMPACTED TO 90% |
| 4 | 45° ELBOW - MECHANICAL JOINT W/ MEGA-LUG RESTRAINT GLANDS | | |



**CITRUS
HEIGHTS
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UTILITY CROSSING

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Churchill

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

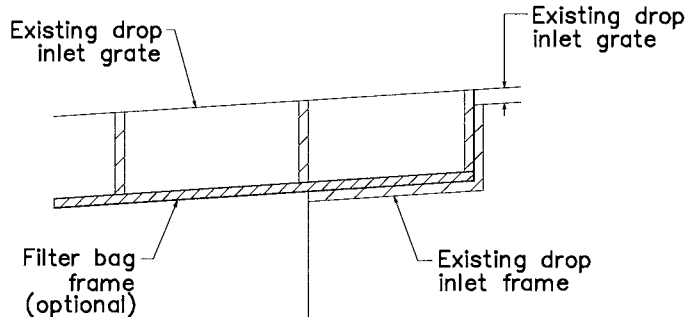
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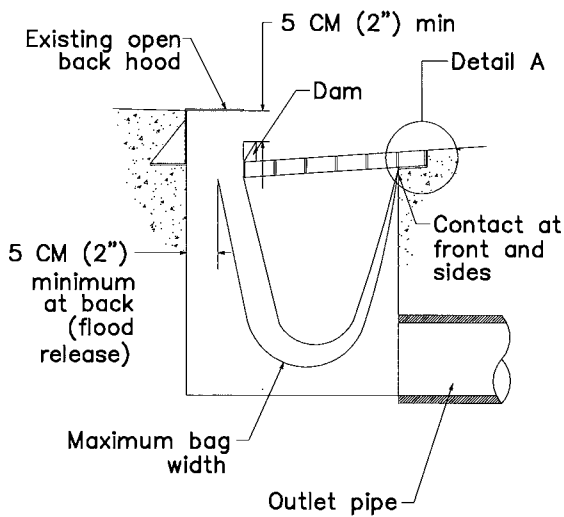
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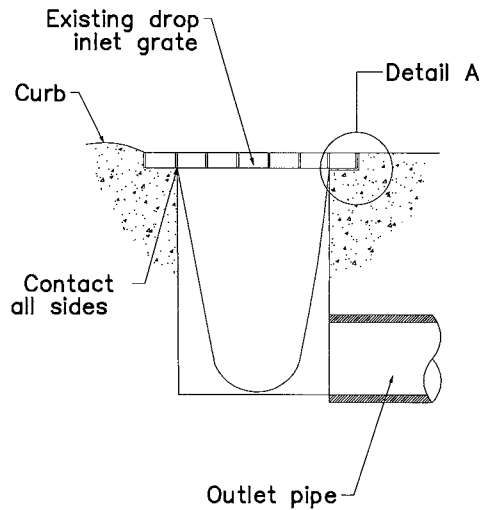
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DETAIL A



PLACEMENT AT CURB INLETS



PLACEMENT AT AREA INLETS



**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
FILTER BAG INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chubb

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED: NONE

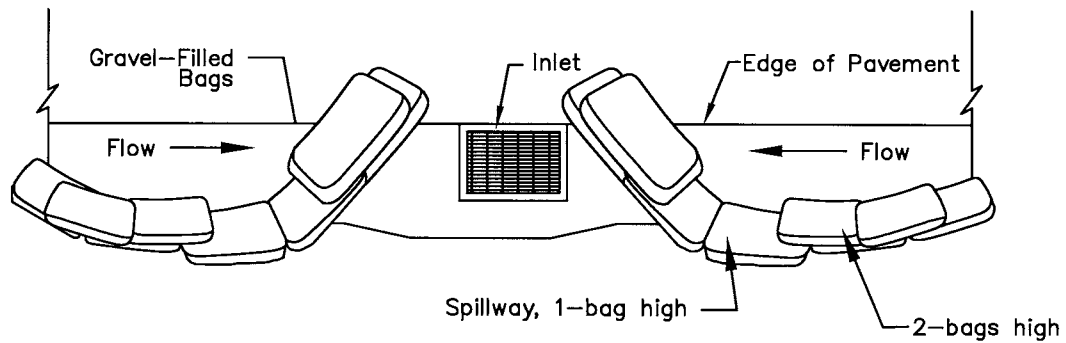
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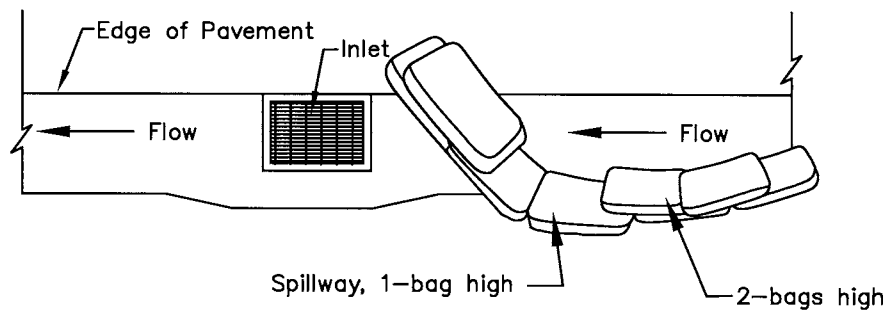
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SWPPP_100



TYPICAL PROTECTION FOR INLET ON SUMP



TYPICAL PROTECTION FOR INLET ON GRADE

NOTES:

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



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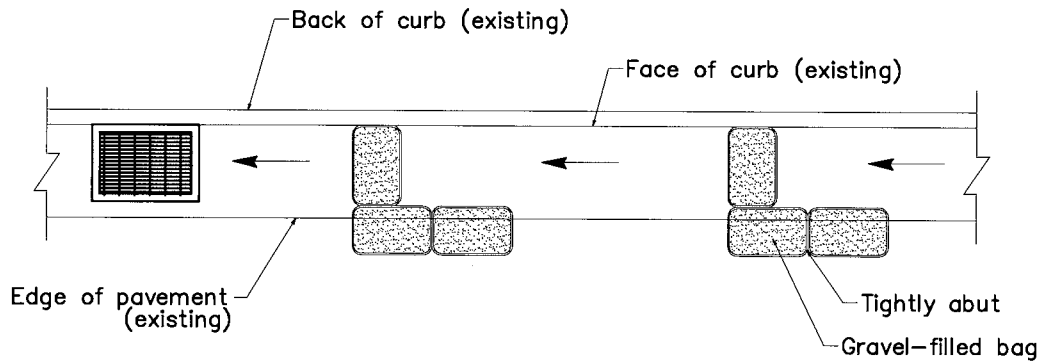
**STORM DRAIN INLET PROTECTION
CURB INLET INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chumblee DATE: 5/8/13
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013
REVISED: NONE
SCALE: N.T.S.
DESIGN: P.A.D.
CAD FILE: SWPPP_101.DWG

PAGE:
SWPPP_101



EXISTING CURB DRAIN SEDIMENT TRAP



**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
SEDIMENT TRAP**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumblee

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED: NONE

SCALE: N.T.S.

DESIGN: P.A.D.

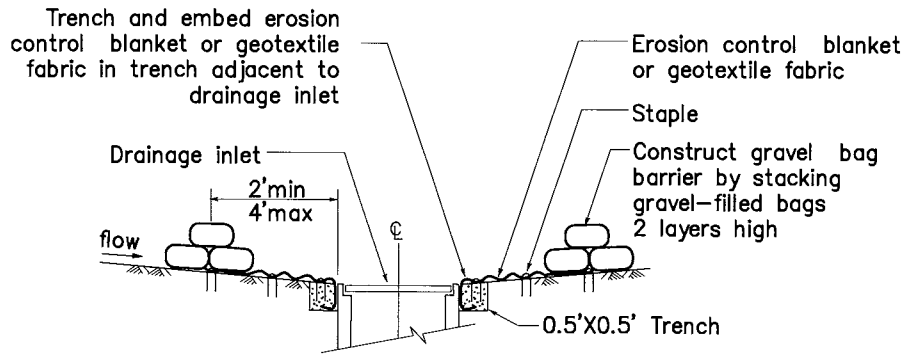
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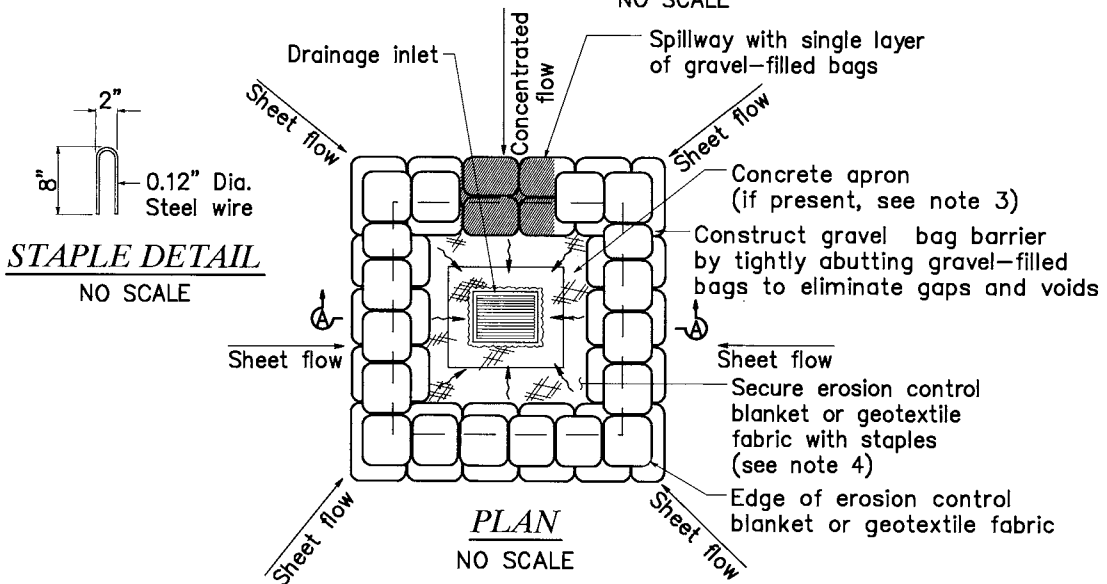
SWPPP_102

NOTES:

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



SECTION A-A
NO SCALE



PLAN
NO SCALE

**STORM DRAIN INLET PROTECTION
AREA INLET INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Churchill*
CITRUS HEIGHTS WATER DISTRICT

DATE: *5/8/13*

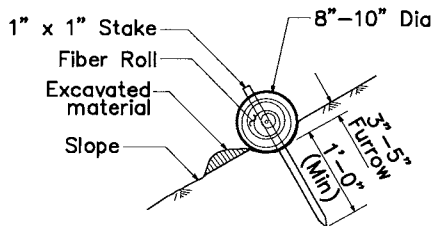
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DESIGN: P.A.D.
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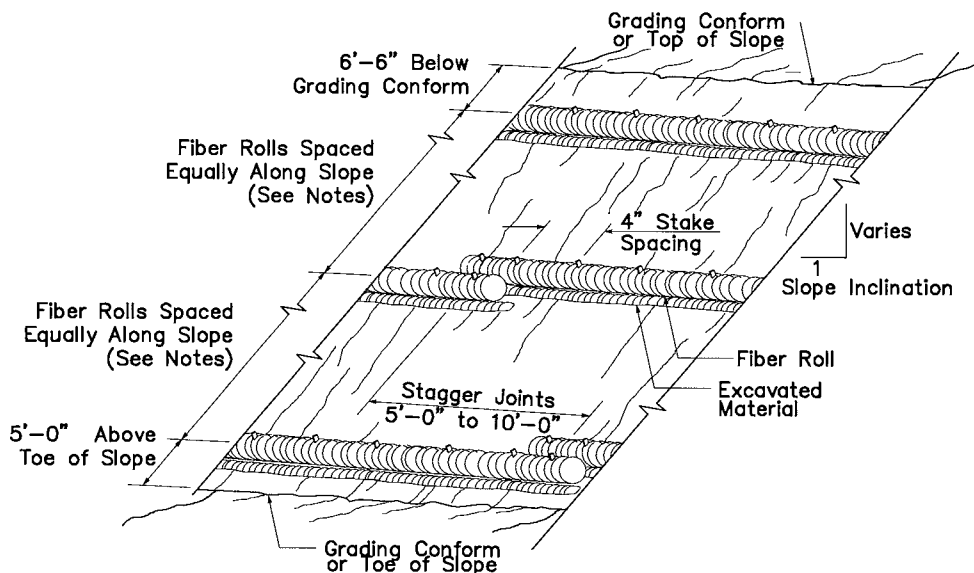


NOTES:

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



SECTION
TEMPORARY FIBER ROLL



PERSPECTIVE
TEMPORARY FIBER ROLL



**CITRUS
HEIGHTS
WATER
DISTRICT**

TEMPORARY FIBER ROLL

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumbeo

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

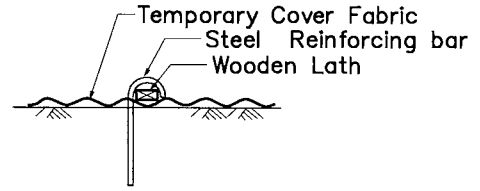
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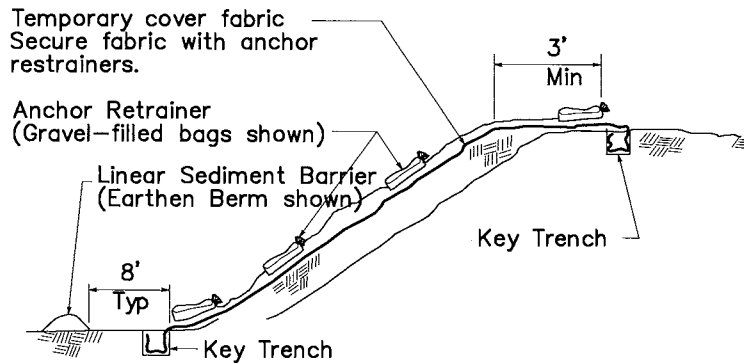
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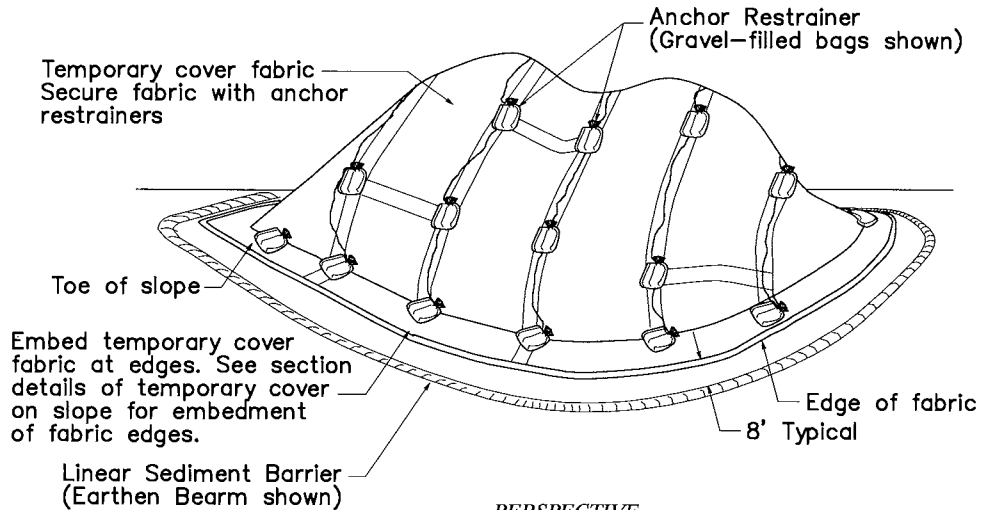
SWPPP_110



SECTION
ANCHOR RESTRAINER
(Steel bar and wooden lath)



SECTION
TEMPORARY COVER ON SLOPE



PERSPECTIVE
TEMPORARY COVER ON STOCKPILE



**CITRUS
HEIGHTS
WATER
DISTRICT**

**TEMPORARY COVER
STOCKPILE INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Chumley

DATE: 5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

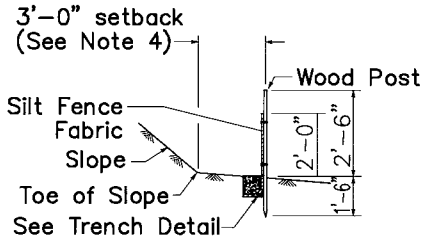
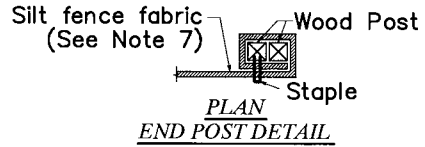
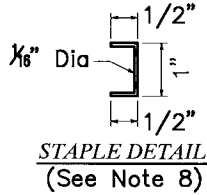
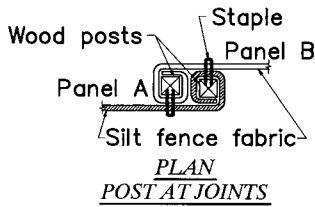
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DESIGN: P.A.D.

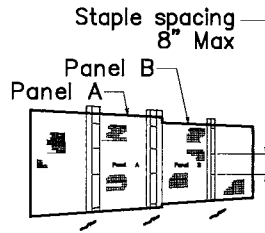
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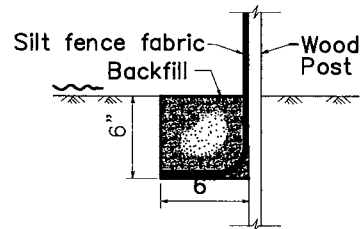
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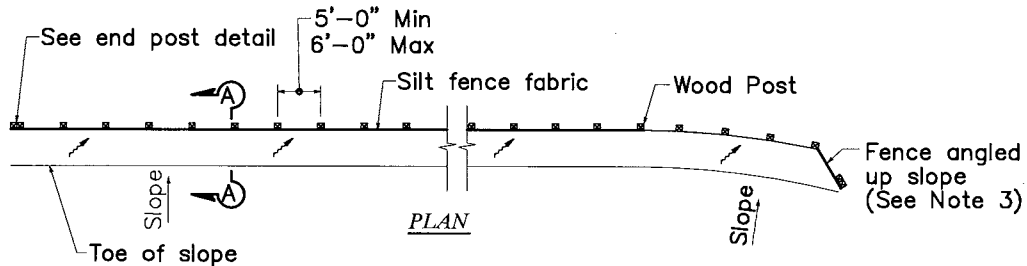
SECTION A-A
TEMPORARY SILT FENCE



PERSPECTIVE
SILT FENCE PANELS AT JOINTS



SECTION
TRENCH DETAIL



NOTES:

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

LEGEND

- Tamped backfill
- Slope direction
- Direction of flow



**CITRUS
HEIGHTS
WATER
DISTRICT**

TEMPORARY SILT FENCE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED: NONE

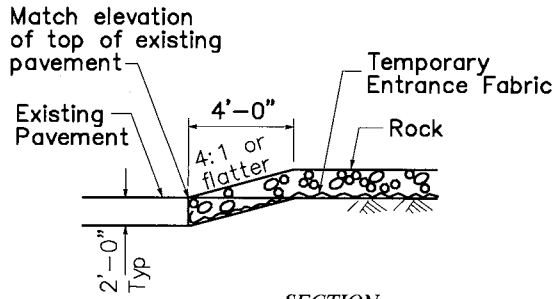
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DESIGN: P.A.D.

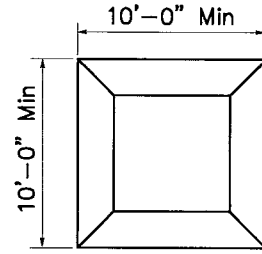
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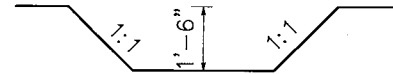
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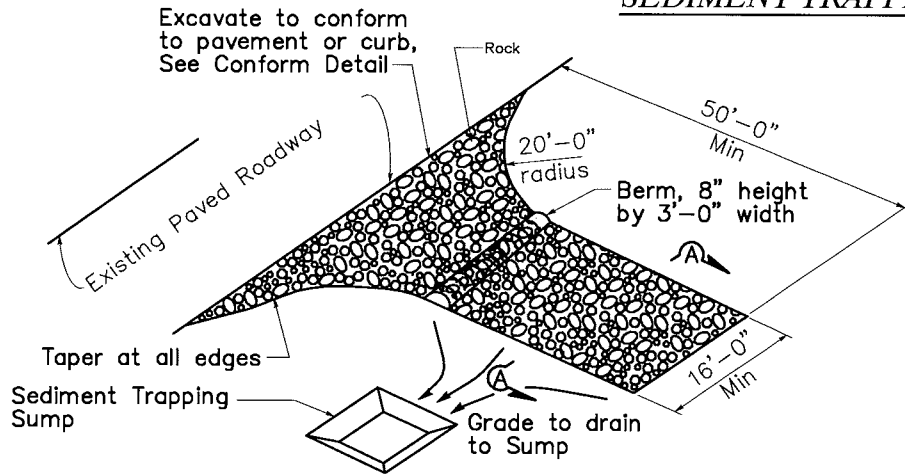
SECTION
CONFORM DETAIL



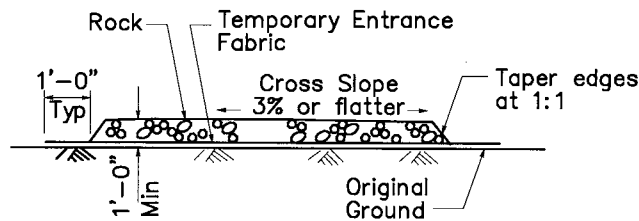
PLAN



ELEVATION
SEDIMENT TRAPPING SUMP



PERSPECTIVE
TEMPORARY CONSTRUCTION ENTRANCE



SECTION A-A



**CITRUS
HEIGHTS
WATER
DISTRICT**

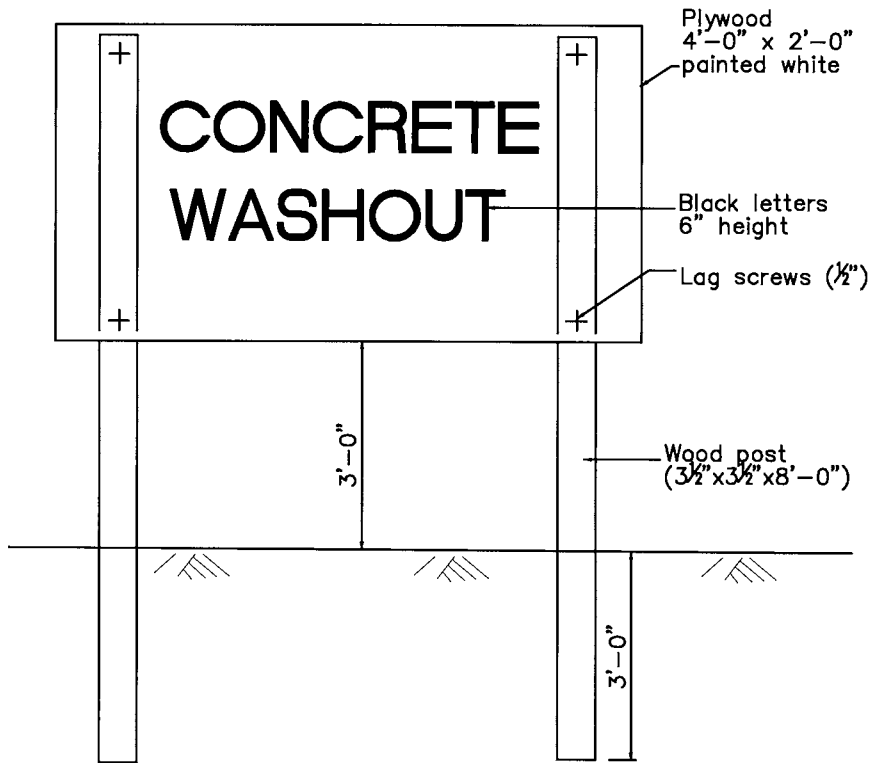
TEMPORARY CONSTRUCTION ENTRANCE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:
Robert A. Chubbie
CITRUS HEIGHTS WATER DISTRICT

DATE: *5/8/13*

| |
|-------------------------|
| DRAWN: 8 MAY 2013 |
| REVISED: NONE |
| SCALE: N.T.S. |
| DESIGN: P.A.D. |
| CAD FILE: SWPPP_120.DWG |
| PAGE: SWPPP_120 |



CONCRETE WASHOUT
SIGN DETAIL

NOTES:

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



**CITRUS
HEIGHTS
WATER
DISTRICT**

CONCRETE WASHOUT FACILITY-SIGN

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Dunbar

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: SWPPP_125.DWG

PAGE:

SWPPP_125

**SECTION 01200
PROJECT PLANS**

**MICHIGAN DRIVE AND COLOGNE LANE WATER MAIN PROJECT
C17-102 AND C18-103**

The following Project Plans pertain to Citrus Heights Water District's Michigan Drive and Cologne Lane Water Main Project C17-102 and C18-103:

Sheets 1 to 19 Project Plans are 22" x 34" and shall be purchased as
a portion of the Bid Package

**SECTION 01300
ENCROACHMENT PERMIT DOCUMENTS**

**MICHIGAN DRIVE AND COLOGNE LANE WATER MAIN PROJECT
C17-102 AND C18-103**

The following Encroachment Permit Documents pertain to Citrus Heights Water District's Michigan Drive and Cologne Lane Water Main Project C17-102 and C18-103:

| | |
|---|-----------|
| <u>City of Citrus Heights Encroachment Permit</u> | |
| Encroachment Permit | (2 Pages) |
| Encroachment Permit Application | (2 Pages) |
| General Provisions and Restrictions | (2 Pages) |
| Minimum Insurance Requirements | (2 Pages) |
| Temporary Traffic Control Conditions | (1 Page) |



City Of Citrus Heights

6360 Fountain Square Drive • Citrus Heights, CA 95621
Phone (916) 727-4770 • Fax (916) 727-1454

PERMIT NUMBER 12525

Link To Permit

CIP Project #

ENCROACHMENT PERMIT

Citrus Heights Construction Inspector

Randy Keen 916-869-2017

STANDARD

Job Start Date: Job Completion Date: Permit Expiration Date:

3/1/2020 7/1/2020 7/1/2020

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

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

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

Note: For Annual Permits

The Annual Permit allows for routine maintenance and emergency maintenance only. This Permit does not authorize new service, line extensions or work of similar magnitude. Separate permits are required for such work.

Note: For All Other Permits

Other Permits authorizes the Applicant and it's designees to excavate, construct and/or otherwise encroach on City right-of- way by performing the work described below. Please note: All subcontractors need to fill out a separate encroachment permit application, even if they are performing work under a permittee's blanket/annual permit.

PERMIT NOTES:

| | |
|---|--|
| Subcontractor working under the permit | - Citrus Heights Water District |
| Citrus Heights Water District 6230 Sylvan Road Citrus Heights CA 95610 Phone (916) 735-1123 Cell (916) 833-0704 Contractor's License# Business Lic# | <i>Contact Email: pauld@chwd.org</i> Office Contact: Paul Dietrich Phone# (916) 735-7723 Cell# (916) 833-0704 Foreman or Field Contact: Paul Dietrich Cell# (916) 833-0704 |
| <i>Job Information:</i> | |
| Project Name: Michigan Dr & Cologne Ln Water Main Project | Job/Reference#: Missy Pieri |

Job Address/Location:

Michigan Drive & Cologne Lane

Nearest Cross Street:

Sunrise Bl & Antelope Rd

Overlay/Striping/Roadway Segments etc.

Street Name

From Street

To Street

Excavation: - Estimated Crackseal Fee \$1.80 / LF

Max Depth: 5'

Max Width: 2.5'

Max Length: 1484'

Type: A/C

Unimproved

Concrete

Pipes:

Type: PVC/DIP

Diameter: 6" & 8"

Product: PVC/DIP

Voltage/PSIG: 80+PSI

Project Description:

Two private roads intersect Sunrise Blvd and Antelope Road. Water main work will be required at these intersections. Driveways may be blocked during waterline installations across parcel frontages. Portions of sidewalk will be removed and blocked off at some locations for the installation of water mains across sidewalk pathway. This project consists of installing 862 linear feet of 8" water main, 622 linear feet of 6" water main, Eight (8) gate valves, two (2) steamer fire hydrants, two (2) steamer fire hydrants, two (2) 1" air/vacuum valves and fifteen (15) water services. Work also includes

Deposit Information: Deposit: 1500.00 CHK# 68784 Check Date: 12/12/2019

- Before starting work, (except for emergency work) the Permittee shall notify Citrus Heights Construction Inspector, two working days in advance of the date work is to begin.
- Attention is directed to the General Provisions attached to this permit and to any specific conditions attached hereto and made a part hereof.
- All work to be done in accordance with the latest addition of the Sacramento County Rules and Regulations in the Streets and Highways codes, and per the City of Citrus Heights General Services Department.
- In case an emergency situation arises during work under this permit, contact the General Services Department, at (916) 727-4770 24 hours/day 7 days/week for location and notification. Call 911 if appropriate and necessary.
- All encroachment of vehicular and/or pedestrian traffic requires an approved traffic control plan. Should an existing roadway or sidewalk need to be encroached upon, a traffic control plan must be submitted and approved by the City Traffic Engineer prior to encroachment. Pedestrians are to be detoured to safe walking area, not into moving traffic.
- Annual permits allow for routine and emergency maintenance only. Annual permits do not authorize new service, line extensions or work of similar magnitude. Separate permits will be required for such work. Any Subcontractor performing work under the permittee's blanket permit shall fill out a separate permit application and comply with all requirements before any work can begin.
- This permit is issued for the time specified. Please call the General Services Department (916) 727-4770 if an extension of time is required.

Permits for work on arterial streets are VOID during the City's Construction Moratorium that begins the week before Thanksgiving to the first business day in January.

SPECIFIC CONDITIONS:

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

Will Approve Traffic Control
as Submitted for Each Job Location Site: _____ Date: _____

Traffic Control Plan (if applicable) Approved By: _____ Date: _____

Encroachment Permit Approved By:  _____ Date: 12/13/19
(City Engineer or General Services Director)



ENCROACHMENT PERMIT APPLICATION

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

APPLICANT INFORMATION *NEW?* YES *EXISTING PERMIT* _____

Application Date: 12/12/19 Applicant/Business Name: Citrus Heights Water District
 Address: 6230 Sylvan Road City: Citrus Heights State CA Zip 95610
 Phone# (916) 735-7723 Cell# (916) 833-0704 Fax: (916) 725-0345
 Applicant Business Email Address: pauld@chwd.org Contractor Lic#: _____
 Office Contact Person: Paul Dietrich Phone#: (916) 735-7723 Cell#: (916) 833-0704
 Office Contact Email: _____ Business License Number: _____
 Applicant is a subcontractor performing work for:
 Contractor/Utility name _____ **EXISTING BLANKET Permit#:** _____

JOB INFORMATION **DAY M-F (8:00 AM – 5:00 PM)** **NIGHT WORK** **WEEKEND** **SAT** **SUNDAY**
 Number (#) of Working days: 85 Requested Start Date: 03/01/20 Job Completion Date: 07/01/20
 Job Address/Location: Michigan Dr/Cologne Ln Nearest Cross Street: Sunrise Blvd/Antelope Rd
 Job Name: Michigan Dr and Cologne Ln Water Main Project Job/Reference#: _____ USA#: _____
 Foreman or Field Contact Name: _____ Cell#: _____

Describe Work or Activity in Public Right-Of-Way: *(attach sheet if more room is needed)* _____
 Two private roads intersect Sunrise Blvd and Antelope Rd. Water main work will be required at these intersections.

| | | | | | | | |
|-------------------------------------|-------------------|-------------------------------------|-----------------|-------------------------------------|------------------|-------------------------------------|----------------------|
| <input type="checkbox"/> | Pedestrian Ramp | <input checked="" type="checkbox"/> | Sidewalk | <input checked="" type="checkbox"/> | Survey | <input checked="" type="checkbox"/> | Utility Maintenance |
| <input type="checkbox"/> | Driveway Approach | <input checked="" type="checkbox"/> | Curb & Gutter | <input type="checkbox"/> | Obstruction | <input checked="" type="checkbox"/> | Utility Installation |
| <input checked="" type="checkbox"/> | Traffic Control | <input type="checkbox"/> | Access Road | <input checked="" type="checkbox"/> | Excavation | <input type="checkbox"/> | Water Service |
| <input type="checkbox"/> | MOVING POD | <input type="checkbox"/> | DUMPSTER | <input type="checkbox"/> | TREE WORK | <input type="checkbox"/> | OTHER |

EXCAVATION - Estimated Crackseal Fee \$1.80 /LF

| | | | | | | | |
|------------|----|-----------|------|------------|-------|----------|-----|
| Max Depth: | 5' | Max Width | 2.5' | Max Length | 1484' | Other: | |
| Type: | | A/C | 862' | Unimproved | 602' | Concrete | 20' |

PIPES:

| | | | | | | | |
|-------|---------|-----------|-------|---------|---------|--------------|---------|
| Type: | PVC/DIP | Diameter: | 6"/8" | Product | PVC/DIP | Voltage/PSIG | 80+ PSI |
|-------|---------|-----------|-------|---------|---------|--------------|---------|

Other Notes: _____

Will an existing driveway be removed or blocked? If "Yes" Please Explain: Driveways may be blocked during waterline installations across parcel frontages.

Will an existing sidewalk be removed or blocked? If "Yes" Please Explain: Portions of sidewalk will be removed and blocked off at some locations for the installation of water mains across sidewalk pathway.

Work Detail: This project consists of installing 862 linear feet of 8" water main, 622 linear feet of 6" water main, eight (8) gate valves, two (2) steamer fire hydrants, two (2) 1" air/vacuum valves, and fifteen (15) water services. Work also includes asphalt replacement, road striping, and concrete replacement.

TCP TEMPLATES: _____

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

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

Applicant Signature: _____

Date: 12/12/19

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

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

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

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

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

Do not return to the city.

Keep on job site with approved permit copy.

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

A. Workers' Compensation & Employers Liability

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

B. General Liability

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

Do not return to city

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

C. Automobile Liability

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

D. Standards for Insurance Companies

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

Do not return to the city.

Keep on job site with approved permit copy.

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

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

Do not return to the city.

Keep on job site with approved permit copy.

SECTION 01400
DIVISION OF DRINKING WATER WAIVER RESPONSE LETTER

MICHIGAN DRIVE AND COLOGNE LANE WATER MAIN PROJECT
C17-102 AND C18-103

The following Division of Drinking Water Waiver Response Letter pertains to Citrus Heights Water District's Michigan Drive and Cologne Lane Water Main Project C17-102 and C18-103:

No Waiver Request Required
Michigan Drive

Division of Drinking Water Waiver Response Letter (9 Pages)
Cologne Lane



State Water Resources Control Board

December 3, 2019

PWS No. 3410006

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

CITRUS HEIGHTS WATER DISTRICT PUBLIC WATER SYSTEM (PWS NO. 3410006) – COLOGNE LANE PIPELINE PROJECT

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on November 25, 2019, from the Citrus Heights Water District (CHWD) regarding improvement plans specifically identified as: 'Cologne Lane 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 are parallel to existing underground utility pipelines.

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

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

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

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

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

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

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

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

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

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

Water Mains Crossing Existing Sewer Service Lines

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

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

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

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

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

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

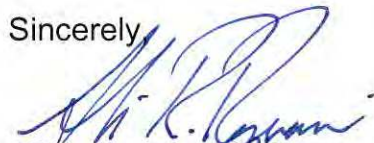
Pipeline construction at locations where the minimum separation requirements cannot be maintained, and/or are not specifically identified and mentioned in the waiver request letter are not part of this waiver.

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

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

Bryan.rinde@waterboards.ca.gov.

Sincerely,



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

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



State Water Resources Control Board
Division of Drinking Water

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

FROM: Bryan P. Rinde, P.E. *Bryan P. Rinde*
Water Resource Control Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

DATE: December 3, 2019

SUBJECT: Reply to Citrus Heights Water District PWS # 3410006 - Waiver Request for Cologne Lane Pipeline Project

Project Overview:

The State Water Resources Control Board, Division of Drinking Water (Division) received a letter dated November 25, 2019, requesting a waiver from the water main separation requirements for Citrus Heights Water District (PWS# 3410006). The letter requested review of two (2) locations where Citrus Heights Water District has determined it is infeasible to meet separation requirements. The project is located in the City of Citrus Heights on Cologne Lane.

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.

- (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:

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

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

Regulation authorizing State Board to issue waiver:

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

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

Waiver Request Location(s):

Waivers from the regulations are requested for the following location(s):

1. A proposed 6-in polyvinyl chloride (pressure class 305 – DR 14) water distribution main parallel to an existing 6-in sewer with 9.5-ft horizontal separation. This location is on Cologne Lane from station 10+00 to 13+64. (See enclosed sheet 4 of 10).
2. Undercrossing of a 4-in sanitary sewer lateral at station 20+10.85 with 6-in of separation.

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 – DR 14) water distribution main parallel to an existing 6-in sewer. The proposed horizontal separation distance is 9.5-ft. Vertical separation is between 3 and 6-ft, greater than the 1-ft minimum required in section 64572. This location is on Cologne Lane from station 10+00 to 13+64 (see enclosed sheet 4 of 10). All joints will be mechanically restrained with bolted external joints along the section that does not meet requirements of 64572.

The proposed parallel section is acceptable.

2. Undercrossing of a 4-in sanitary sewer lateral at station 20+10.85 (see enclosed sheet 5 of 10). The proposed water main would have at least 6-in of vertical separation. In addition, a full section of 20-ft pipe would be centered under the crossing to maximize spacing between water main pipe joints.

Laterals are not applicable to the regulations; however, the Division recommends using separation distances in section 64572 for laterals. For situations where separation distances listed in section 64572 cannot be met, the Division recommends implementing construction practices (i.e upgrading pipe thickness, maximizing distance to joints, restraining joints, etc.) where feasible. The Division takes no exception to the proposed crossing.

In accordance with Section 64572, Citrus Heights Water District waiver request for the one crossing for the Cologne Lane Pipeline Project, dated November 25, 2019, agrees with industry practices to provide equal protection to public health.

Waiver Conditions:

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

1. The water main shall be constructed with pressure class 350 ductile iron pipe or polyvinyl chloride pressure class 305.

2. Ductile iron pipe shall be covered with 8-mil thick polywrap protective coating as required by ANSI/AWWA 105.
3. Regarding pipelines that are proposed to be constructed and will cross other existing pipelines and cannot meet the minimum required separation, the water main and appurtenances shall be constructed with mechanically restrained joints for the entire length that do not comply with Section 64572 of the CCR.

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 December 3, 2019, 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 Cologne Lane Pipeline Project pipeline project at the following crossings was completed in accordance with requirements stated in the aforementioned waiver letter and its attached memorandum. The crossings are:

1. A proposed 6-in polyvinyl chloride (pressure class 305 – DR 14) water distribution main parallel to an existing 6-in sewer. The proposed horizontal separation distance is 9.5-ft. Vertical separation is between 3 and 6 ft, greater than the 1-ft minimum required in section 64572. This location is on Cologne Lane from station 10+00 to 13+64. (See enclosed sheet 4 of 10). All joints will be mechanically restrained with bolted external joints along the section that does not meet requirements of 64572.

Name

California PE Number

Signature

Date

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

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

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

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

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

As required by the letter dated **December 3, 2019**, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the Cologne Lane Pipeline Project at the following crossings was completed in accordance to requirements stated in the aforementioned waiver letter. The crossings are:

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

Name

California PE Number

Signature

Date

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

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF TWO HEAVY DUTY VACUUM EXCAVATORS
 STATUS : Action Item
 REPORT DATE : February 13, 2020
 PREPARED BY : David Gordon, Director of Operations
 Rebecca Scott, Senior Management Analyst

OBJECTIVE:

Consider approving the purchase of two new heavy duty vacuum excavators.

BACKGROUND AND ANALYSIS:

Citrus Heights Water District (CHWD) staff operate three trailer-mounted vacuum (vac) excavators for daily operations. As two of the three have reached the end of their useful lifespan due to age and heavy use, staff proposes to replace them with one trailer-mounted vac excavator and one truck-mounted vac excavator. The truck-mounted vac excavator improves productivity as it eliminates the need for a trailer and allows for operation by one person.

CHWD is able to purchase the vac excavators from RDO Vermeer using the Sourcewell government contract. This cooperative contract leverages the national purchasing power of more than 50,000 member agencies and streamlines the purchasing process. Utilizing the Sourcewell contract reduces the delivery time and eliminates the need to solicit for items that have already been significantly reduced in price.

The vac excavators to be purchased are as follows:

| <u>Qty.</u> | <u>Description</u> | <u>Unit Price</u> |
|-------------|---|-------------------|
| 1 | Trailer-mounted Vac-Tron Vacuum Excavator | \$77,316.99 |
| 1 | Truck-mounted Vac-Tron Vacuum Excavator | \$206,555.71 |

The total for the vacuum excavators is \$283,872.70, and CHWD's fleet budget has available funds for the equipment, as these purchases were anticipated when the 2020 operating budget was developed. These purchases are being brought forward to the Board for approval as they exceed the General Manager's purchasing authority under Policy 6500.

RECOMMENDATION:

Authorize staff to proceed with the purchase of two heavy duty vacuum excavators from RDO Vermeer in the amount of \$283,872.70.

ATTACHMENT:

1. Quote from RDO Vermeer

ACTION:

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



Vac-Tron Vacuum Excavation Systems

Low Profile Series

- LP573 SDT (Diesel) (1450)** **\$63,149.00**
 Includes 500 Gallon Debris Tank with Hydraulic Tilt, (2) 100 Gallon Water Tanks, Low Profile Torsion Axles (12,000 GVWR), and Standard Equipment listed below. Empty weight of LP573 SDT equipped w/ trailer is 6,440 lbs.
- LP573 SDT (Diesel) (Heavy) (1451)**
 Includes 500 Gallon Debris Tank with Hydraulic Tilt, (2) 150 Gallon Water Tanks, Low Profile Torsion Axles (14,000 GVWR), and Standard Equipment listed below. Empty weight of LP573 SDT equipped w/ trailer is 6,440 lbs.
- LP873 SDT (Diesel) (1452)**
 Includes 800 Gallon Debris Tank with Hydraulic Tilt, (2) 100 Gallon Water Tanks, Low Profile Torsion Axles (14,000 GVWR), and Standard Equipment listed below. Empty weight of LP873 SDT equipped w/ trailer is 6,670 lbs.
- LP873 SDT (Heavy) (1453)**
 Includes 800 Gallon Debris Tank with Hydraulic Tilt, (2) 200 Gallon Water Tanks, Tandem Axles (20,000 GVWR), and Standard Equipment listed below. Empty weight of LP873 SDT Heavy equipped w/ trailer is 8,280 lbs.

STANDARD EQUIPMENT:

- | | |
|--|--|
| 49 HP Yanmar Diesel Engine (Tier 4 Final) | Reverse Pressure to Off-Load Liquids and Dislodge Debris in Hose |
| Vacuum Pump - 1000 CFM | Hydraulically Operated Full Open and Locked Rear Door |
| High Pressure Water System - 3000 PSI @ 4 GPM | Water Knife and Clean-Up Wand |
| Fully Enclosed & Insulated Engine Stand (lockable) | Two Year Factory Warranty |
| 30' x 3" Suction Hose with Suction Tool | |
| 30 gallon fuel tank | |

AVAILABLE CONFIGURATIONS:

- LP573SD Skid Mounted 500 gallon spoil tank (2) 100 gallon water tanks(1476)
- LP573SD Truck Bed Mounted Ready to u-bolt to cab and chassis-500 gallon- (2) 100 gallon water tanks (1477)
- LP873SD Skid Mounted 800 gallon spoil tank (2) 200 gallon water tanks (1478)
- LP873SD Truck Bed Mounted Ready to u-bolt to cab and chassis 800 gallon- (2) 200 gallon water tanks (1479)

AVAILABLE OPTIONS:

- SHT Package - Underwater tank hose storage w/ two (2) 15' sections with camlock fittings. Under water- tank suction wand and water wand storage with spring loaded quick release handle (17000) **\$2,149.00**
- Trailer De-Rate Option 9,995 GVWR (Available only on 500 gallon units) (1499) **\$184.00**
- Hydraulic Boom - 6-Way - Hydraulic power (up-down, in-out and rotation), 4" suction hose, 300° rotation with auto stop (17155)
- Wireless Remote for Hydraulic Boom (17156)
- Strong Arm (not available on 1200 gallon units)(17180) **\$1,816.00**
- FlowMaster Package - Includes FlowMaster arm and head, hydrant hose and diffuser box, tool box with all tools "for LPSDT units" (17201)
- FlowMaster Package w/ Auxiliary Hydraulics 2,000 PSI @ 8 GPM - Includes FlowMaster arm and head, hydrant hose and diffuser box, tool box, and all relevant FlowMaster tools "for LPSDT units" (17211)
- Inside Tank Washout (17495)
- Diesel-Fired Hot Box w/ Recirculation Kit - 200,000 BTUs (17259)
- Recirculation Kit (17262)
- Hydraulic Jack - Easily raise and lower trailer tongue (17270) **\$1,881.00**
- Air Gap - To fill water tank from hydrant - 2.5" (17300) **\$462.00**
- 4" Suction Hose & Tooling Upcharge - Replaces standard 3" suction hose and tooling (17350) **\$483.00**
- Additional 50' of High Pressure Water Hose (17390)
- Custom Paint Color - Unit only (17400)
- Anti-Static Package (17410)
- 3" LED Directional Board (17450)
- Miscellaneous Features: sales code _ _ _

| | |
|-----------------------------------|--------------------|
| Subtotal: | \$70,124.00 |
| Dealer Freight & Prep: | \$2,050.00 |
| Tire Tax: | \$7.00 |
| DMV: | \$52.00 |
| Quantity: | 1 |
| Total: | \$72,233.00 |
| Sales Tax: | \$5,083.99 |
| Grand Total: | \$77,316.99 |

Date: 02.12.20
 For: Citrus Heights Water District
 Sourcewell Member #: 81097
 Provided By: RDO Vermeer
 Contact Name: Rick Draper
 Mobile #: 916-880-0644

Pricing effective 01/01/20
 NOTE: All pricing in US \$
 NOTE: Include applicable sales tax
 Quotes valid for 30 days
 Provisional 2020 Sourcewell Pricing

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model For complete product specifications, please contact your local authorized Vermeer dealer. F.O.B. Pella, Iowa. 2 year parts and labor warranty included.



2020 Vermeer Corporate Account Pricing

Sourcewell Public Utility Contract # 012418-VRM

QUOTE

ORDER



Vac-Tron Vacuum Excavation Systems

| | | | |
|-------------------------------------|--|---|--------------------|
| <input checked="" type="checkbox"/> | HTV 873 PTO (1464) | | \$73,644.00 |
| | PTO Driven Off of Truck Chassis | Reverse Pressure to Off-Load Liquids and Dislodge | |
| | Vacuum Pump - 1000 CFM | Debris in Hose | |
| | 800 Gallon Debris Tank w/ Hydraulic Tilt | Hydraulically Operated Full Open and Locked Rear Door | |
| | High Pressure Water System - 4000 PSI @ 4 GPM | Water Knife and Clean-Up Wand | |
| | Water Tanks - Two (2) 150 Gallon | Storage Package (Tool Box) | |
| | Air Gap (to fill water tank from hydrant - 2.5") | 3" LED Directional Board | |
| | 30' x 4" Suction Hose with Suction Tool | Pull Down Ladder | |

AVAILABLE OPTIONS:

| | | | |
|-------------------------------------|---|--|--------------------|
| <input checked="" type="checkbox"/> | Towing Package (16000) | | \$2,627.00 |
| <input checked="" type="checkbox"/> | Ford F-650 270 HP Diesel, Regular Cab-26,000 lbs GVWR (6520) | | \$70,598.00 |
| <input type="checkbox"/> | Ford F-650 270 HP Diesel, Crew Cab - 26,000 lbs. GVWR (6524) | | |
| <input type="checkbox"/> | Ford F-750 300 HP Diesel, Regular Cab, Air Brakes (7530) (other chassis available upon request and availability) | | |
| <input type="checkbox"/> | Ford F-750 300 HP Diesel Crew Cab, Air Brakes (7534) (other chassis available upon request and availability) | | |
| <input checked="" type="checkbox"/> | 7 way flat connector trailer brake plug (16001) | | \$719.00 |
| <input checked="" type="checkbox"/> | Steps under storage box for easy access (set of 2) (17496) | | \$1,072.00 |
| <input checked="" type="checkbox"/> | 6-Way Hydraulic Boom for HTV: Includes hydraulic power up-down, in-out, and rotation. 4" suction hose, 270 degree rotation with auto stop-wireless remote included. (17160) | | \$20,957.00 |
| <input type="checkbox"/> | Strong Arm (HTV only) (17181) | | |
| <input checked="" type="checkbox"/> | Inside Tank Washout (17495) | | \$700.00 |
| <input type="checkbox"/> | Diesel Fired Hot Box w/ recirculation kit - 200,000 BTUs (17259) | | |
| <input type="checkbox"/> | Jetter Package (JTV) - 15 GPM @ 3,000 PSI water pump w/ 500' x 1/2" jetter hose - comes with electric self-retracting hose reel (1467) | | |
| <input type="checkbox"/> | Recirculation Kit (17262) | | |
| <input type="checkbox"/> | Additional 50' of High Pressure Water Hose (17390) | | |
| <input type="checkbox"/> | Anti-static package (17412) | | |
| <input type="checkbox"/> | High Visibility Strobe Light Package: Includes 8 LED surface duo amber/clear lights, 2 mini LED light bars and 4 switch box control (17448) | | |
| <input checked="" type="checkbox"/> | Deluxe Light Package: Includes high visibility strobe light package plus 4 addl LED work lights, 4 LED white perimeter lights, LEDs mounted in storage cabinet, wireless spotlight and 6 switch box control (17449) | | \$9,540.00 |
| <input checked="" type="checkbox"/> | Backup Camera (17451) | | \$3,070.00 |
| <input type="checkbox"/> | Custom paint- unit only (17400) | | |
| <input type="checkbox"/> | Miscellaneous Features: sales code _ _ _ | | \$ _ _ . _ _ |

| | |
|-----------------------------------|---------------------|
| Subtotal: | \$182,927.00 |
| Dealer Freight & Prep: | \$7,500.00 |
| DMV: | \$2,156.00 |
| Tire Tax: | \$10.50 |
| PDI: | \$700.00 |
| Quantity: | 1 |
| Total: | \$193,293.50 |
| Sales Tax: | \$13,262.21 |
| Grand Total: | \$206,555.71 |

Date: 02.12.20
 For: Citrus Heights Water District
 Sourcewell Member #: 81097
 Provided By: RDO Vermeer
 Contact Name: Rick Draper
 Mobile #: 916-880-0644

Pricing effective 01/01/20
 NOTE: All pricing in US \$
 NOTE: Include applicable sales tax
 Quotes valid for 30 days
 Provisional 2020 Sourcewell Pricing

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model For complete product specifications, please contact your local authorized Vermeer dealer. F.O.B. Pella, Iowa. 2 year parts and labor warranty included.



CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO AMEND POLICY 2060:
EDUCATIONAL AND TRAINING FUNCTIONS
STATUS : Action Item
REPORT DATE : February 10, 2020
PREPARED BY : Madeline A. Henry, Administrative Services Manager
Susan K. Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Consider amendments to Board of Directors and Officers Policy 2060 Educational and Training Functions.

BACKGROUND AND ANALYSIS:

Board of Directors and Officers Policy 2060 Educational and Training Functions was recently updated on December 20, 2019 to align with the District's current Human Resources and Fiscal Management Policies.

Staff recommends revising Section 2060.10 "Attendance by Directors" to require formal approval for events in excess of \$5,000 per function and \$10,000 per calendar year. The previous annual amount of \$6,000 per calendar year had not been revised since December 14, 2010.

Staff recommends revising the requirement for formal approval to \$10,000 annually and \$5,000 per event. This adjustment is a reflection of increases in the Consumer Price Index (CPI) over the past decade, increasing travel and conference costs, and the occasional need for long distance travel.

This update has no financial implication to the Board, as any Board travel, regardless of cost, would be allocated through the District's Operating Budget.

RECOMMENDATION:

Approve update to policy Board of Directors and Officers Policy 2060 Educational and Training Functions.

ATTACHMENT:

1. District Policy 2060 - Educational and Training Functions

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : BOARD OF DIRECTORS AND OFFICERS
POLICY TITLE : EDUCATIONAL AND TRAINING FUNCTIONS
POLICY NUMBER : 2060
DATE ADOPTED : MARCH 7, 1995
DATE AMENDED : FEBRUARY 19, 2020~~DECEMBER 18, 2019~~
AMENDMENTS : (1) JANUARY 7, 2003; (2) DECEMBER 14, 2010; (3) December 18, 2019

2060.00 EDUCATIONAL AND TRAINING FUNCTIONS

The Board of Directors supports participation by members of the Board of Directors and Officers at educational and training functions of national, state, or local significance that either directly relates to the purposes, goals and objectives of the District or that contribute to a better understanding of water and management issues relevant to District operations. There is no limit as to the number of Directors and Officers attending a particular educational or training function when it is apparent that their attendance is beneficial to the District.

Educational and training functions typically include meetings, seminars, facility tours, and conferences related to District purposes and operations.

2060.10 ATTENDANCE BY DIRECTORS

Members of the Board of Directors are authorized to attend educational and training functions of their choosing. Expenses per person in excess of ~~\$35~~,000.00 per function and aggregately \$106,000.00 per calendar year shall require formal approval from the Board of Directors.

A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after they have announced their pending resignation or have not filed for re-election, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board of Directors except as formally authorized by action of the Board of Directors.

2060.30 COMPENSATED MEETING DAY

Directors shall be entitled to receive meeting day compensation in accordance with Compensation and Reimbursement Policy 2040 for each day's or partial day's attendance at an educational or training function plus one day for travel if necessary.

2060.50 EXPENSES

The District shall pay for actual and necessary expenses for attendance at education and training functions.

2060.51 Function Expenses

The District will generally pay fees for registration and attendance at educational and training functions in advance for its representative(s).

Expenses advanced by the District for educational and training functions that are not attended by the Director or Officer other than due to circumstances beyond their control and for which a refund or credit cannot be obtained shall be promptly reimbursed to the District by the Director or Officer within thirty (30) days of the date of said function.

2060.52 Travel Expenses

Travel expenses shall be allowed based upon the actual mode of travel. Travel arrangements may be made by the individual or by the District.

Travel by personal vehicle is permitted within California and Nevada and shall be reimbursed at the current expense rate authorized under Internal Revenue Service (IRS) regulations per actual mile driven, not to exceed the cost of an unrestricted round-trip coach air fare plus associated ground transportation and parking expenses.

Travel by air, train, or bus is permitted and shall not exceed or be reimbursed beyond the cost of an unrestricted round-trip coach air fare plus associated ground transportation and parking expenses.

2060.53 Lodging Expenses

Actual lodging expenses will be paid or reimbursed at an amount not to exceed the highest published conference rates for accommodations. Lodging arrangements may be made by the individual or by the District.

2060.54 Meal Expenses

Meal expenses necessary for function attendance and travel shall be reimbursed subject to the guidelines set in Policy 4901.02

2060.55 Other Expenses

Other actual and necessary expenses, including but not limited to such items as car rental, taxi or bus fares, gratuities, parking, telephone calls, and facsimile transmissions will be reimbursed at cost.

2060.56 Spouse/Companion Expenses

Spouse and/or companions may accompany District representatives to educational and training functions at the sole and total expense of the spouse/companion(s). It is incumbent upon the Director or Officer to document those additional expenses that may accrue due to a spouse and/or companion, and to deduct said expenses from any expenses being submitted to the District for reimbursement or reconciliation.

2060.58 Expense Reconciliation

Upon the conclusion of an educational or training event for which expenses have been incurred, all expenses shall be documented and reconciled on the District's "Conference/Meeting Expense Reconciliation" form.

2060.59 Reporting

An annual report shall be prepared by the Treasurer quantifying attendance and expenses at training and educational functions for members of the Board of Directors and District Officers.

2060.70 DIRECTORS' REPORTS

Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors and Officers will either prepare a written report for distribution to the Board of Directors, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for future use and reference by Directors, Officers and staff.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : REVIEW AND POSSIBLE ACTION TO APPROVE INVESTMENT OF DISTRICT FUNDS POLICY

STATUS : Action Item

REPORT DATE : February 5, 2020

PREPARED BY : Alberto Preciado, Accounting Manager
Susan K. Talwar, Director of Finance and Administrative Services
Josh Nelson, Assistant General Counsel

OBJECTIVE:

Review and re-adopt District Policy No. 6300, Investment of District Funds.

BACKGROUND AND ANALYSIS:

Section 6300.90 of the District's investment policy specifies that the policy shall be reviewed, modified as necessary, and re-adopted or amended at least annually. The policy was last reviewed by the Board on February 20, 2019. A copy of the Policy accompanies this staff report for review.

The Policy has been reviewed by District staff and by District Assistant General Counsel Josh Nelson. Assistant General Counsel Nelson's regular review covers the existing Policy and the current California Government Code Sections related to public agency investments.

After his review, Assistant General Counsel Nelson has recommended re-adoption of the policy with no change.

The District's requirement within its Investment Policy to perform an annual review exceeds requirements of the California Government Code. The Code's requirement to perform an annual review of investment policies was removed in 2006, and the District could choose to remove or amend the annual review requirement set forth in Investment Policy. District staff is not recommending any change to the annual review requirement at this time.

RECOMMENDATION:

Review District Policy No. 6300, Investment of District Funds, and re-adopt as required by Section 6300.90 of the District's investment policy.

ATTACHMENTS:

- 1) Proposed Policy 6300 – Investment of District Funds

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : FISCAL MANAGEMENT
POLICY TITLE : INVESTMENT OF DISTRICT FUNDS
POLICY NUMBER : 6300
DATE ADOPTED : MARCH 5, 1985
DATE AMENDED : FEBRUARY ~~20, 2019~~19, 2020
AMENDMENTS : (1) MARCH 5, 1996; (2) FEBRUARY 4, 1997; (3) MARCH 2, 1999;
(4*) JANUARY 18, 2000; (5) JANUARY 16, 2001; (6) FEBRUARY 5, 2002;
(7) JANUARY 7, 2003; (8) JANUARY 13, 2004; (9) JANUARY 11, 2005;
(10*) FEBRUARY 14, 2006; (11) FEBRUARY 13, 2007; (12*) FEBRUARY 12, 2008;
(13*) FEBRUARY 10, 2009; (14*) FEBRUARY 9, 2010; (15*) MARCH 8, 2011;
(16) FEBRUARY 14, 2012; (17) FEBRUARY 12, 2013; (18) FEBRUARY 11, 2014;
(19*) MARCH 10, 2015; (20) March 8, 2016; (21) March 14, 2017; (22) February 21, 2018;
(23) February 20, 2019

*re-adopted without change

6300.00 PURPOSE

This fiscal management policy is intended to provide a policy and guidelines for the District's Treasurer or his/her designee for the prudent and suitable investment of funds and monies of the District without regard to source. The ultimate goal is to enhance the economic status of the District while protecting its funds.

The District's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the District to invest operating and reserve funds to the fullest extent possible. The District shall attempt to obtain the highest yield, provided that all investments first meet the criteria established for safety and liquidity.

Funds not included in this policy include deferred compensation funds.

6300.10 DEFINITION AND PROVISION OF THE GOVERNMENT CODE

The Board of Directors and Officers authorized to make investment decisions on behalf of the District investing public funds pursuant to the California Government Code Sections 53600 et seq. and 53630 et seq. are trustees and therefore fiduciaries subject to the prudent investor standard. As an investment standard, any investment shall be made as if it is one which would be purchased by a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

6300.20 AUTHORITY

The investment policies and practices of the District are based upon compliance with federal, State and local law and prudent money management. Investments will be in compliance with governing provisions of law (California Government Code Sections 53600 et seq. and 53630 et seq. as

amended) and this policy. This policy shall take precedence when more restrictive than the California Government Code.

6300.21 The Board of Directors delegates for a one-year period the day-to-day management of the District's investments to the Treasurer, subject to the conditions of this policy. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of documentation and reporting pursuant to Section 6300.70.

6300.30 ETHICS AND CONFLICTS OF INTEREST

Directors and Officers involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

6300.35 PRUDENCE

Investments shall be made in the context of the "Prudent Investor" rule, which states that:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The District Treasurer, involved in the investment process, acting in accordance with this Investment of District Funds Policy and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

6300.40 OBJECTIVES

6300.41 Safety of Principal - Safety of principal is the primary objective of the District. Each investment transaction shall seek to preserve the principal of the portfolio, whether from institutional default, broker-dealer default or erosion of market value of securities. The District shall seek to preserve principal by mitigating the following two types of risk:

A. Credit Risk - Credit risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by investing in only very safe institutions and by diversifying the investment of District funds so that the failure of any one issuer would not unduly harm the District's cash flow.

B. Market Risk - The risk of market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the weighted average maturity of the District's invested funds to three (3) years. It is explicitly recognized herein, however, that in a diversified portfolio, occasional measured losses are inevitable, and must be considered within the context of the overall investment return.

6300.42 Liquidity - Liquidity is the second most important objective. Investments shall be made whose maturity dates are compatible with cash flow requirements and which can be easily and rapidly converted into cash without substantial loss of value.

6300.43 Return on Investment - Investments shall be undertaken to produce an acceptable rate of return after first considering safety of principal, liquidity, and without undue risk.

6300.50 AUTHORIZED INVESTMENTS

District investments are governed by the California Government Code, Sections 53600 et seq. and 53630 et seq. Within the context of these Sections the following investments are authorized.

A. Local Agency Investment Fund - The District may invest in the Local Agency Investment Fund (LAIF) established by the California State Treasurer and created by Section 16429.1 through 16429.4 of the Government Code for the benefit of local agencies up to the maximum permitted by the LAIF Governing Board.

B. Securities of the U.S. Government and its Agencies - United States Treasury Bills, Notes, Bonds, or Certificates of Indebtedness, or those for which the faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the District funds which can be invested in this category as they are all safe and liquid. Purchases may not have a term remaining to maturity in excess of five (5) years. (GC 53601(b) and 53631(a))

C. State of California Obligations - Registered State Warrants or Treasury Notes or Bonds of this State or any of the other 49 United States, as defined in Government Code 53601(c), (d), 53651.

D. Local Agency Obligations - Obligations issued by any local agency, as defined by the Government Code, within the State. Obligations may be bonds, notes, warrants, or other evidences of indebtedness, as defined in Government Code 53601(e), 53651.

E. U.S. Agencies - Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. (GC 53601(f) and 53651).

F. Banker's Acceptances - Bankers acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of banker's acceptances may not exceed 180 days' maturity or 40 percent of the District's money that may be invested pursuant to this section. However, no more than 30 percent of the District's money may be invested in the banker's acceptances of any one commercial bank pursuant to this section. (GC 53601(g) and 53651)

G. Prime Commercial Paper - Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria:
 - (a) Is organized and operating in the United States as a general corporation.
 - (b) Has total assets in excess of five hundred million dollars (\$500,000,000).
 - (c) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical rating organization.
- (2) The entity meets the following criteria:
 - (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - (b) Has program-wide credit enhancements including, but not limited to, over-collateralization, letters of credit, or surety bond.
 - (c) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.
- (3) Eligible commercial paper shall have a maximum maturity of 270 days or less; and
 - (a) No more than 40 percent of the District's money may be invested in eligible commercial paper.
 - (b) No more than 10 percent of the District's money that may be invested pursuant to this section may be invested in the outstanding commercial paper of any single issuer.

H. Investment of Surplus Funds in Deposits - Notwithstanding Section 53601 or any other provision of California Government Code, the District, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of certificates of deposit. The following conditions shall apply:

- (1) The District shall choose a nationally or State chartered commercial bank, savings bank, savings and loan association, or credit union in this State to invest the funds, which shall be known as the "selected" depository institution.
- (2) The selected depository institution may use a private sector entity to help place District deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States, and are within the network used by the private sector entity for this purpose.
- (3) Any private sector entity used by a selected depository institution to help place District deposits shall maintain policies and procedures requiring both of the following:

- (a) The full amount of each deposit placed pursuant to subdivision (2) and the interest that may accrue on each such deposit shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - (b) Every depository institution where funds are placed shall be capitalized at a level that is sufficient, and be otherwise eligible, to receive such deposits pursuant to regulations of the Federal Deposit Insurance Corporation or the National Credit Union Administration, as applicable.
- (4) The selected depository institution shall serve as a custodian for each such deposit.
 - (5) On the same date that the District's funds are placed pursuant to subdivision (2) by the private sector entity, the selected depository institution shall receive an amount of insured deposits from other financial institutions that, in total, are equal to, or greater than, the full amount of the principal initially deposited through the selected depository institution pursuant to subdivision (2).
 - (6) Notwithstanding Government Code Section 53601.8 subdivisions (a) to (e), inclusive, a credit union shall not act as a selected depository institution under Government Code Sections 53601.8 or 53635.8 unless both of the following conditions are satisfied:
 - (a) The credit union offers federal depository insurance through the National Credit Union Administration.
 - (b) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally-insured credit unions in one or more certificate of deposit placement services and affirming that the monies held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government.
 - (7) The deposits placed pursuant to Government Code Sections 53601.8 and 53635.8 shall not, in total, exceed thirty (30) percent of the District's funds that may be invested for this purpose:
 - (8) Purchases of certificates of deposit pursuant to Government Code Sections 53601.8 and 53635.8 shall not, in total, exceed thirty (30) percent of the District's funds that may be invested for this purpose.
 - (90) Excluding purchases of certificates of deposit pursuant to Government Code Sections 53601.8, no more than ten (10) percent of the District's funds that may be invested for this purpose may be submitted, pursuant to subdivision (2), to any one private sector entity that assists in the placement of deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States, for the District's account.

I. Certificates of Deposits and Time Deposits - The District may invest in non-negotiable time deposits collateralized in accordance with the Uniform Commercial Code, in those banks and State and federal associations which meet the requirements for investment in negotiable certificates of deposit (NCD). When conditions so warrant, the first \$100,000 of collateral security for such deposits can be waived if the financial institution is insured pursuant to federal and State law.

J. Medium-Term Corporate Notes - Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five (5) years or less issued by corporations organized and operating within the United States or by a depository institutions licensed by the United States or any State and operating within the United States. Notes eligible for investment shall be rated "A" or better by a nationally recognized statistical rating organization. No more than 30-percent of the District's invested funds may be invested in medium-term notes. (GC 53601(k) and 53635.2)

K. Mutual Funds/Money Market Mutual Funds - To be eligible for investment pursuant to this subdivision, these funds shall meet the following conditions in either paragraph 1 or paragraph 2:

1. Shares of beneficial interest issued by diversified management companies (otherwise known as mutual funds) that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, or (m) to (q), inclusive of Government Code Section 53601 and that comply with the investment restrictions of Government Code Sections 53600 et seq. and Sections 53630 et seq. However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily. To be eligible for investment pursuant to this subdivision (K)(1), the companies must have either:
 - (a) Retained an investment adviser registered with the Securities and Exchange Commission with not less than five (5) years' experience investing in securities and obligations and authorized by subdivisions (a) to (k), inclusive, (m) to (q), inclusive, of Government Code Section 53601 and with assets under management in excess of five hundred million dollars (\$500,000,000); or
 - (b) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) nationally recognized statistical rating organizations.
2. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.). To be eligible for investment pursuant to this subdivision (K)(2),

the companies must either have:

- (a) Retained an investment adviser registered with the Securities Exchange Commission with not less than five (5) years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000); or
 - (b) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) nationally recognized statistical rating organizations.
3. The purchase price of shares of mutual funds and money market mutual funds purchased pursuant to this subdivision (K) shall not include any commission that the companies may charge and shall not exceed 20 percent of the District's funds that may be invested pursuant to Government Code Section 53601. Further, no more than 10 percent of the District's investment funds may be invested in shares of beneficial interest of any one mutual fund.

L. Mortgage Pass-through Securities - Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum remaining maturity of five (5) years or less. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a nationally recognized statistical rating organization and rated in a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization. Purchase of securities authorized by this subdivision may not exceed 20 percent of the District's invested funds. (GC 53601 (o) and 53635.2)

M. Joint Powers Authority - Shares of beneficial interest issued by a Joint Powers Authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in Government Code 53601 subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the Joint Powers Authority. To be eligible under this section, the Joint Powers Authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
2. The adviser has not less than five years of experience investing in the securities and obligations authorized in Government Code Section 53601 subdivisions (a) to (q), inclusive.
3. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000) (GC 53601 (p)).

N. Passbook Deposits - Savings account(s) shall be maintained for amounts under \$250,000 as a source of funds for immediate use if required for selective commercial

accounts. Savings account deposits may exceed the specified amount for periods not to exceed 45 days in anticipation of payment of monthly accounts payable.

O. Supranationals - United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The maximum remaining maturity for these obligations must be five (5) years or less, and they must be eligible for purchase and sale within the United States. In addition, these investments must be rated "AA" or better by at least two Nationally Recognized Statistical Ratings Organizations (NRSROs) and not exceed 30 percent of the District's portfolio.

6300.51 NON-COMPLIANCE WITH AUTHORIZED INVESTMENTS

Investments which were obtained prior to adoption of this policy which are not now in compliance with said policy may be held until maturity pursuant to Government Code Section 53601.6 (b). Reporting of said non-compliant investments shall be made per Section 6300.70.

6300.55 DESIGNATION OF DEPOSITORIES

The Board of Directors shall, by Resolution, and in accordance with Government Code Section 53600 et seq. and 53630 et seq., designate depositories for funds of the District. A State or federal credit union may not be designated as a depository for District funds if a member of the Board of Directors or any person with investment decision making authority for the District serves on the Board of Directors, any committee appointed by the Board of Directors, or the credit committee or supervisory committee of the State or federal credit union.

As far as possible, all money belonging to, or in the custody of the District, including money paid to the Treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in State or national banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this State, selected by the Treasurer or other official having legal custody of the money; or may be invested in the investments set forth in Section 53601. To be eligible to receive District money, a bank, savings association, federal association, or federally insured industrial loan company shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code. Sections 53601.5 and 53601.6 shall apply to all investments that are acquired pursuant to this section (GC 53635.2).

6300.60 SAFEKEEPING OF SECURITIES

To protect against potential losses caused by collapse of individual securities dealers, all securities may be delivered against payment and shall be kept in safekeeping pursuant to Government Code Section 53608. Depositories having custody of the District's funds, securities, and other investment instruments shall be directed to forward copies of verification of such deposits in accordance with policies consistent with generally accepted reporting procedures of depositories. In no case shall funds be wired or transmitted in any manner to brokers.

6300.70

REPORTING REQUIREMENTS

Under provisions of California Government Code Section 53646 and 53607, the Treasurer shall render a monthly report to the District's Board of Directors and General Manager. The report shall include the type of investment, issuer, date of maturity, par value and the dollar amount invested in all securities, investments and monies held by the District, and shall additionally include a description of any of the District's funds, investments or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the District, and under management of any outside party that is not also a local agency of the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

In the report, a subsidiary ledger of investments may be used in accordance with generally accepted accounting practices.

The Treasurer shall report whatever additional information or data may be required by the District's Board of Directors.

For District investments that have been placed in the Local Agency Investment Fund, created by Government Code Section 16429.1, in National Credit Union Share Insurance Fund-insured accounts in a credit union, in accounts insured or guaranteed pursuant to Section 14858 of the Financial Code, or in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the Treasurer may supply to the District's Board of Directors and General Manager the most recent statement or statements received by the District from these institutions in lieu of the information regarding the type of investment, issuer, date of maturity, par value and the dollar amount invested in all securities, investments and monies held by the District as previously cited.

The monthly Treasurer's report shall state compliance of the portfolio with this Investment of District Funds Policy, or manner in which the portfolio is not in compliance. The report shall include a statement denoting the ability of the District to meet its expenditure requirement for the next six months or an explanation as to why sufficient monies will not or may not be available.

6300.90

INVESTMENT POLICY REVIEW

This policy governing Investment of District Funds shall be reviewed, modified as necessary and re-adopted or amended at a public meeting of the Board of Directors annually or more frequently if necessary.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT WITH HUNT & SONS, INC. FOR THE PROVISION OF DIESEL FUEL
 STATUS : Action Item
 REPORT DATE : February 5, 2020
 PREPARED BY : Rebecca Scott, Senior Management Analyst
 David Gordon, Director of Operations

OBJECTIVE:

Consider approval of an agreement with Hunt & Sons, Inc. for the provision of diesel fuel.

BACKGROUND AND ANALYSIS:

The Citrus Heights Water District (CHWD or District) utilizes one above-ground diesel fuel tank at its Corporation Yard. The 1,000-gallon tank fuels the majority of the District’s heavy duty vehicles and machinery, including the dump truck, service trucks, backhoes and an emergency generator.

In 2019, the Sacramento Area Council of Governments (SACOG) solicited bids for fuel provision throughout the region. As a result, SACOG entered into an agreement with Hunt & Sons, Inc. for fuel and lubricant purchases (Attachment 1). SACOG’s contract with Hunt & Sons, Inc. allows local public agencies to become participating agencies and execute sub-agreements with Hunt & Sons for fuel purchases. This procurement method increases bidding competitiveness and lowers costs through economies of scale. The District’s purchasing policy allows for “piggyback procurements” based on competitive processes. The sub-agreement with Hunt & Sons (Attachment 2), including CHWD’s special provisions, have been approved as to form by the District’s legal counsel. The special provisions include a guaranteed “first priority” delivery provision in the event of an emergency. The agreement will expire on September 1, 2022.

CHWD is currently paying a 30-cent markup on each gallon of diesel fuel delivered to the Corporation Yard. Through the sub-agreement with Hunt & Sons, the District’s markup would be approximately 10 cents per gallon, resulting in an annual savings of approximately \$1,500.

RECOMMENDATION:

Approve the Fuel Procurement Sub-Agreement with Hunt & Sons, Inc. for the provision of diesel fuel (Attachment 2) and authorize the General Manager to execute the agreement.

ATTACHMENTS:

1. Agreement between the Sacramento Area Council of Governments and Hunt & Sons, Inc.
2. Fuel Procurement Sub-Agreement with Hunt & Sons, Inc.

ACTION:

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

ATTACHMENT 1
Agreement between the Sacramento Area
Council of Governments and Hunt & Sons, Inc.



September 11, 2019

*Auburn
Citrus Heights
Colfax
Davis
El Dorado County
Elk Grove
Folsom
Galt
Isleton
Lincoln
Live Oak
Loomis
Marysville
Placer County
Placerville
Rancho Cordova
Rocklin
Roseville
Sacramento
Sacramento County
Sutter County
West Sacramento
Wheatland
Winters
Woodland
Yolo County
Yuba City
Yuba County*

Hunt & Sons
ATTN: Joshua Hunt
P.O. Box 277670
Sacramento, CA 95827

Re: SACOG Agreement #1920029 – Hunt & Sons
Effective Date: September 1, 2019

Dear Mr. Hunt:

Enclosed, please find an original fully executed Agreement with SACOG,
effective September 1, 2019.

Per the terms of your Agreement, please return a Certificate of Insurance to my
attention within 30 days from the date of this letter.

If you have any questions, please contact me at (916) 319-5194. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Stacy Le'. The signature is written in a cursive, flowing style.

Stacy Le
Contracts Coordinator

Enclosure

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
STANDARD AGREEMENT**

THIS AGREEMENT, is made and entered into this 1st day of September, 2019, at Sacramento, California, by and between the Sacramento Area Council of Governments, a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and Hunt & Sons, Inc., a California Corporation (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on September 1, 2022, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director. Approval shall not be presumed unless such approval is made by SACOG in writing.
3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: The Participating Agencies (defined in Exhibit "A") shall pay for all fuel as set forth in the fee schedule in Exhibit "A". In no instance shall SACOG be liable for any payments to Contractor or Participating Agencies.

6. Invoicing, Costs and Payment:

Contractor shall submit monthly billings in arrears to the Participating Agencies (defined in Exhibit "A") no later than the 15th of each month and in accordance with the Scope of Work. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by the Participating Agency of any circumstances or data identified by the Participating Agencies in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after the Participating Agency's approval of each billing.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. SACOG shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If SACOG issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to SACOG copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) SACOG shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to SACOG for damages suffered as a

result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then SACOG shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to SACOG.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any

and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG and Participating Agencies, and their directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by SACOG or Participating Agencies in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

| POLICY | MINIMUM LIMITS OF LIABILITY |
|--|---|
| (1) Workers' Compensation; Employer's Liability. | Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability. |
| (2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto). | Bodily Injury/Property Damage \$1,000,000 each accident. |
| (3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001). | \$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG). | \$1,000,000 per claim. |

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
 - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to SACOG.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SACOG.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance

coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.

16. Audit, Retention and Inspection of Records:

- a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.
- b. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Manager:

SACOG's Project Manager for this Agreement is Conor Peterson, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

Conor Peterson, Associate Analyst
Sacramento Area Council of Governments
1415 "L" Street, Suite 300
Sacramento, CA 95814
Telephone: (916) 319-5188
Email: cpeterson@sacog.org

Contractor's Project Manager for this Agreement is Joshua Hunt. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Joshua Hunt, General Manager

Hunt & Sons, Inc.
P.O. Box 277670
Sacramento, CA 95827
Telephone: (916) 383-4868
Email: jhunt@huntns.com

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor assures SACOG that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
- c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any

employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

- b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
- c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."
- d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term

and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.

b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. Payee Data Record Form: Contractor shall complete the Payee Data Record form attached to this Agreement as Exhibit "C", in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).


37. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT
AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS



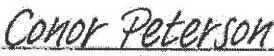
JAMES CORLESS
Executive Director

APPROVED AS TO FORM:



SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:



Conor Peterson (Sep 10, 2019)
CONOR PETERSON
Associate Analyst

HUNT & SONS, INC.:



JOSHUA HUNT
General Manager

EXHIBIT "A"

Scope of Work

1. Contractor's Relationship with Participating Agencies and SACOG

1.1. Hunt & Sons, Inc. ("Contractor") will act as a contractor for the SACOG Joint Regional Public Agency Fuels and Lubricants bid for the following products: Unleaded, Diesel #2, Red-Dyed Diesel, Ethanol-85, Propane, Renewable Diesel, Cardlock, and various Lubricants. Contractor will be the main point of contact for all Participating Agency. Contractor's corporate headquarters is located in Sacramento and that is where all of the billing will take place. Contractor is a fully integrated Petroleum Distributor and will be purchasing all of the fuel required for delivery to Participating Agencies from various fuel suppliers and using Contractor's fleet of delivery trucks to make deliveries.

1.2. Each of the following public agencies may become "Participating Agencies" under this Agreement upon negotiation, execution and delivery of a sub-agreement with Contractor substantially in the form of Exhibit "E" attached hereto:

1.3. At the option of Contractor, other cities, counties, school districts or governmental agencies (Participating Agencies) in the State of California may receive any of the available services set

| # | Agency | # | Agency |
|----|----------------------|----|---|
| 1 | City of Davis | 20 | County of Yolo |
| 2 | City of Elk Grove | 21 | County of Yuba |
| 3 | City of Folsom | 22 | Elk Grove Unified School District |
| 4 | City of Galt | 23 | Los Rios Community College District |
| 5 | City of Lincoln | 24 | North Tahoe Public Utilities |
| 6 | City of Placerville | 25 | Placer County Water Agency |
| 7 | City of Rocklin | 26 | Sacramento Metropolitan Fire District |
| 8 | City of Roseville | 27 | Sacramento Regional Transportation District |
| 9 | City of Sacramento | 28 | Sacramento State University |
| 10 | City of Vacaville | 29 | San Joaquin County |
| 11 | City of Wheatland | 30 | San Juan Unified School District |
| 12 | City of Yuba City | 31 | San Juan Water District |
| 13 | County of Amador | 32 | Sierra College |
| 14 | County of Butte | 33 | SMUD |
| 15 | County of El Dorado | 34 | South Sutter Water District |
| 16 | County of Nevada | 35 | SRCS |
| 17 | County of Placer | 37 | Town of Truckee |
| 18 | County of Sacramento | 36 | UC Davis |
| 19 | County of Sutter | 38 | Yuba-Sutter Transit Authority |

forth herein upon negotiation, execution and delivery of a Participating Agency Sub-Agreement with Contractor, substantially in the form attached hereto as Exhibit E at the same prices specified in Exhibits "A-4" through "A-11" Pricing Sheets. In the case a local government entity is not listed in the Exhibits "A-4" through "A-11" Pricing Sheets, the Contractor will work with SACOG and the anticipated Participating Agency to extend pricing on a reasonable estimate based on the relative proximity and distance of agencies already listed in the Exhibits "A-4" through "A-11" Pricing Sheets.

- 1.4. There is no guarantee of usage by the Participating Agencies. SACOG shall not be responsible for any Participating Agency's failure to execute a sub-agreement, or for the breach of any sub-agreement by a Participating Agency. Participating Agencies utilizing the procurement conducted by SACOG for Contractor's services will place their orders directly with Contractor.
- 1.5. All Participating Agencies' requirements, purchase orders, invoices, and payments will be handled directly with Contractor. Pricing is specified in Exhibits "A-4" through "A-11" Pricing Sheets.
- 1.6. Every six months from the effective date of this Agreement, Contractor shall deliver to SACOG a written report of all fuels and lubricants delivered to the Participating Agencies during the preceding six-month period. The report shall include the following information for each during the current period: (1) list of the Participating Agencies participating (2) total gallons purchased for all product types for each Participating Agency (3) total administrative fee.

Concurrently with the delivery of the biannual report, Contractor shall pay an administrative fee to SACOG in the amount of \$0.0065 for each gallon (or gallon equivalent) of fuels and lubricants delivered during the prior six-month period. Payment shall be made on the basis of actual deliveries without any withholding for late payment by a Participating Agency.

2. Contractor's Scope of Work

2.1. Bulk Fuel Distribution

- 2.1.1. Contractor will deliver fuel and lubricants, and provide other services as specified below, to Participating Agencies without causing them to change the way they function or adding any additional expenses to their operating budgets. These services are included in the fees included within this contract. Fees for delivered fuel and lubricants will be assessed to the Participating Agencies at the rates set forth in Exhibits "A- through A-" attached hereto.
- 2.1.2. Contractor will assign a customer service representative to each Participating Agency who will visit all the locations to verify tank sizes, physical tank locations, best traffic routes and physically stick each of the fuel tanks to get an initial inventory level so that Contractor can begin to monitor fuel usage and create deliveries when product is needed.
- 2.1.3. Contractor's dispatch will also use its tracking method to gauge when fuel is needed based on daily usage.

- 2.1.4. Dispatch will monitor the fuel market and advise the Participating Agencies on when to purchase fuel based on potential market increases and when to hold off from purchasing when prices are dropping.
- 2.1.5. Contractor will maintain accurate inventory totals based on daily consumption and tank stick readings.
- 2.1.6. Contractor will also put each location on a "keep full" route where, based on the daily fuel consumption, Contractor will deliver to all of the tankwagon delivery locations weekly or more often based on when fuel is needed.
- 2.1.7. Since each delivery location will be on a "keep full" route Contractor will ensure that fuel is delivered to each as part of a weekly routine so that even if one of the locations had a light week of fuel consumption it will still be serviced so that it does not fall out of its normal routine. A lot of times daily or weekly consumption might change for some reason so by all tanks being delivered to on a routine basis there won't be any issues of a location being low on inventory.
- 2.1.8. Contractor will also utilize the existing Tank monitoring systems that several agencies currently have where Contractor will be able to set the system to fax or email inventory levels on a daily basis to Contractor's dispatch so that Contractor can monitor fuel levels remotely for locations that are high volume sites.
- 2.1.9. For all high-volume sites and sites that have inconsistent usages such as those in the "Snow" country, Contractor will call them on a daily basis to see what potential needs they would have such as if a storm was coming. As used in this paragraph, "high-volume sites" means those sites that have an average daily usage in excess of one load per day.

2.2. Steps in Fuel Delivery

- 2.2.1. Contractor receives a call from a Participating Agency location for fuel delivery or it comes due as part of Contractor's "Keep Full Program."
- 2.2.2. Contractor creates fuel order and dispatch schedules a delivery.
- 2.2.3. If delivery is for a location in one of the areas that will be serviced by Contractor where the most economical and logistical place of pick up will be a major loading terminal, then the fuel truck will be dispatched to one of the fuel loading racks in Sacramento, Chico, Stockton or the Bay Area that is connected to the pipeline system coming from the Bay Area Refineries. The fuel will be delivered to the ordering location.
- 2.2.4. If the delivery is for a location where the Participating Agency is best served by an outlying Contractor distribution facility, then the truck will load from that facility and deliver the fuel to the ordering location.
- 2.2.5. The fuel truck will make the delivery and then a signed delivery ticket is brought back to Contractor's headquarters for processing.

- 2.2.6. Invoice for fuel delivery will be generated and mailed to the Participating Agency for payment.
 - 2.2.7. Benchmark pricing (OPIS, BPN) will be based on the actual delivery date.
 - 2.2.8. If a Participating Agency's order is for Lubricants, then the delivery will originate out of the closest Contractor distribution facility to that specific ordering location and then the signed delivery ticket is sent back to Contractor's Headquarters for processing.
- 2.3. Emergency Resources and Protocol
- 2.3.1. Contractor will prepare for potential emergency situations throughout the year by training its employees on the correct measures they will need to know to perform their duties to always having significant inventories of all products on hand so that Contractor can be there no matter what happens.
 - 2.3.2. Contractor's customer support is available to all Participating Agencies 24 hours a day, 365 days a year. Contractor's office hours are 6 a.m. to 6 p.m. Monday thru Friday and 8 a.m. to 12 p.m. on Saturdays. After hours Contractor's customer service team can be reached by calling Contractor's office and speaking with Contractor's answering service who can reach every member of Contractor's dispatch and customer service department by cell phone 24 hours a day.
 - 2.3.3. Contractor has trucks on the road 7 days a week so Contractor will always be able to respond to any issues.
 - 2.3.4. Contractor has hundreds of thousands of gallons of fuel and lubricants on hand at anytime at all of their Distribution Facilities or Cardlocks so that if there are product outages at the terminals or the pipelines are down Contractor will still have product to deliver.
 - 2.3.5. If power outages occur, Contractor will pull fuel from its own locations with its own power to ensure Participating Agencies still have fuel.
 - 2.3.6. Contractor has the experience and contacts at Cal Trans to ensure that Contractor's trucks can get through the highways even if roads are closed due to snow conditions and will still be able to make deliveries in emergency situations.
 - 2.3.7. Contractor has Forest Service contracts for Forest Fires and Contractor's drivers have gone through the training to have the ability to be able to be on the fires continuing to deliver product for the crews battling the blazes.
 - 2.3.8. Contractor has local drivers who live in the communities it delivers to so that if emergencies arise in the middle of the night it is not a problem for them to go out and deliver product to the Participating Agencies needing fuel at any hour of the day on a very short notice.

2.3.9. Contractor will provide extra fueling equipment such as tanks and pumps to Participating Agencies to utilize during potential emergencies to help provide additional storage onsite to fuel vehicles and emergency generators.

2.3.10. Contractor will provide priority delivery to Participating Agencies under this agreement in the case of an emergency.

2.4. Subcontractor

2.4.1. Contractor will not be utilizing the services of any Subcontractors for any of the work to be performed throughout the duration of this contract.

2.5. Cardlock Services

2.5.1. Contractor offers both Pacific Pride and CFN fueling networks.

2.5.2. Contractor has four full time employees in their Cardlock Department. They handle large fuel card orders each day and replace lost or stolen cards.

2.5.3. Contractor will provide paper or electronic invoices, as requested by the Participating Agencies. Contractor will also send cardlock invoice information in a .csv format to import into Participating Agency fleet databases, if so requested.

2.5.4. Contractor will provide vehicle cards as requested by each Participating Agency and will itemize all charges for lost or stolen cards at \$3.00 per card.

2.5.5. Contractor's card lock invoices will include all of this information along with pricing, fueling location, departments and index codes.

2.5.6. Participating Agencies may access their respective card lock transactions on Contractor's web page daily for the previous day's purchases.

At the request of any Participating Agency, Contractor's software programmers will also write a program allowing the Participating Agency to log on to a specific web page and download cardlock transaction information in a format that the Participating Agency requires for its in-house Fleet Maintenance Software.

EXHIBIT "A-1"

Supplemental Scope of Work – Delivery Requirements

1. General Delivery Requirements
 - 1.1. The Contractor shall perform all deliveries to the various Participating Agency locations in a safe and professional manner. Participating Agencies shall reserve the right to add or delete delivery locations as-needed during the course of the sub-contract(s).
 - 1.2. The Contractor shall be solely responsible for ensuring that its vehicles/equipment have all the necessary attachments (pumps, hoses, etc.) required to deliver and dispense fuel into the fuel storage tanks at each delivery location. The Contractor's equipment shall be in good working order and all personnel shall be especially trained in safety matters to preclude accidents endangering Participating Agency personnel, property, or members of the public. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by the Contractor at the Contractor's sole expense, including product in spill containers.
 - 1.3. The Contractor shall ensure that deliveries are made as often as requested and within the delivery times stated herein to all Participating Agency delivery locations, regardless of weather conditions.
 - 1.4. All deliveries shall be made within twenty-four (24) hours after an order is placed unless otherwise specified by the ordering Participating Agency.
 - 1.5. The Contractor shall be solely responsible to check with each Participating Agency and facility to verify their specific delivery hours before delivery occurs. The Contractor must notify the ordering Participating Agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame requested by the Participating Agency.
 - 1.6. Deliveries may be made to locations inside secure grounds that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's sole responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules for delivery.
 - 1.7. The Contractor may be required to make occasional emergency on-site or weekend deliveries upon special request by the individual ordering Participating Agency. Emergency deliveries shall be defined as deliveries requested outside the regular working hours of 7:00 am to 5:00 pm (Pacific), Monday through Friday (excluding agency-observed holidays). Weekend deliveries shall be defined as deliveries requested during the hours of 5:01 pm Friday through 6:59 am the following Monday. If a delivery is scheduled on an agency-observed holiday then the delivery shall be considered a weekend delivery for billing purposes. No additional charges or fees shall be accepted or paid by the individual ordering Participating Agency for such deliveries.
2. Requirements for Bulk Gasoline, Bulk Diesel, and #2 Red-Dyed Diesel Fuel

- 2.1. Deliveries shall be made within twenty-four (24) hours after receipt of an order from the Participating Agency.
- 2.2. If an order is placed for a truck and trailer quantity to be delivered to a truck and trailer location and the Contractor elects to make that delivery in vehicle of lesser capacity, the Contractor shall not charge more than the truck and trailer prices prevailing at the time of delivery.
- 2.3. All deliveries shall be made in metered trucks that are compatible with the Participating Agency's storage tanks. Temperature correction of delivered products shall not be allowed. Invoices and payments shall be for gross gallons delivered.
- 2.4. All fuel deliveries shall be accompanied by a drop tag stating the tank size, reading, quantity delivered, point of delivery and signature of delivering driver, and specify whether the delivery was a bobtail or truck and trailer delivery.
- 2.5. At the time each delivery is made, the Contractor's driver may be required to draw a one (1) gallon sample from the truck and leave the sample with the Participating Agency's staff receiving the delivery. The sample container will be furnished by the Participating Agency. The Participating Agency reserves the right to send the fuel sample to an independent testing laboratory for analysis at any time. Should the fuel test analysis indicate that the fuel does not meet the specifications listed herein, the Contractor may be required to remove and replace the product at the Contractor's expense. Continued failure to deliver product meeting the specifications listed herein may be cause for cancellation of this Agreement and any sub-agreement.

3. Requirements for Renewable Diesel

3.1. The following terms are applicable to Renewable Diesel delivery:

- 3.1.1. In the case that shipment or delivery of Renewable Diesel is delayed or unavailable for distribution, Contractor must identify unavailability within 24 hours through written or electronic notice on the Participating Agency's billing invoice. Once Renewable Diesel product is available for shipment Contractor must provide written or electronic notice of availability on Participating Agency's billing invoice. Contractor must notify the SACOG Contract Administrator in the case shipment or delivery of Renewable Diesel is delayed by 5 business days or more to any Participating Agency.
- 3.1.2. In the event there is more than one lapse in supply of Renewable Diesel over the course of 5 calendar days, a Participating Agency may obtain Renewable Diesel from the reserve supplier.
- 3.1.3. If the Contractor is unable to supply Renewable Diesel within 14 calendar days, then the Participating Agency can elect to obtain Renewable Diesel from reserve supplier and discontinue obtaining Renewable Diesel from the Contractor for the remainder of the term of the Agreement.

EXHIBIT "A-2"

Supplemental Terms and Conditions – Pricing

1. Pricing

1.1. All Categories

1.1.1. The Contractor's pricing shall be Free-on-Board (FOB) Destination, freight prepaid and assumed by the Contractor, and exclusive of all taxes or surcharges. Contractor shall provide firm, fixed margins, bobtail and delivery point differentials, and unit prices for the bulk fuel and related products listed in this solicitation for the initial contract period of three years from the date this bid is awarded, with the option to negotiate for an additional two years.

1.2. Provisions Specific to Bulk Gasoline and Diesel Fuel, #2 Red-Dyed Diesel Fuel

1.2.1. The contract pricing shall be based on two factors: the average Sacramento unbranded daily rack price reported by the Oil Price Information Service (OPIS) and the Contractor's margin (along with any applicable bobtail and delivery point differentials). The formula below outlines the contract price per gallon to be paid by the Participating Agencies.

OPIS "Unbranded Rack Average" + Contractor's Margin = Total Price Per Gallon.

1.2.2. The Contractor's margin, including bobtail and delivery point differentials, shall represent purchases that are FOB Destination, freight prepaid and assumed by the Contractor to the Participating Agencies' delivery locations. The Contractor's margin and differentials shall be exclusive of all taxes and surcharges. Applicable taxes and surcharges shall be listed separately in the Contractor's response as well as on the resulting invoices. Some agencies are exempt from Federal Excise Tax for purchases of unleaded and diesel fuels. The Contractor shall be responsible to provide the Participating Agencies with any necessary exemption certificates to be completed prior to the award of the sub-agreement(s).

1.2.3. The Contractor shall be solely responsible for distributing an electronic copy (via email) of the daily OPIS report to each of the Participating Agencies. The daily OPIS report shall show at a minimum the daily average rack prices for the gasoline and diesel products specified herein for the Sacramento area.

1.3. Renewable Diesel Pricing

1.3.1. Pricing will be based on two factors: Oil Price Information Service (OPIS) spot "Unbranded Daily Rack Average" and Hunt & Sons Inc.'s margin (along with any applicable bobtail and delivery point differentials) for each location. The contractor margins and delivery locations are shown attached within Exhibit "A-10" Pricing sheet.

The OPIS UNBRANDED DAILY RACK AVERAGE WITH CAR price per gallon of R-99 Renewable Diesel is based on the wholesale "OPIS GROSS CARB NO. 2 ULTRA LOW SULFUR

DISTILLATE PRICES WITH CAR COST" for Sacramento, CA, at "Early Day (9:00 am EST). Contract Price Daily Issue of the Oil Price Information Service (OPIS). During the term of this Contract, the prices for the R-99 Renewable Diesel furnished hereunder may be adjusted only in the manner set forth herein. Prices shall be adjusted automatically on a daily basis. Said adjustments shall be made based on the "UNBRANDED DAILY RACK AVERAGE WITH CAR" price of "OPIS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for Sacramento, CA, as shown in the 9 AM Contract Price Daily Issue of the OPIS issued on the date of delivery, plus Contractor's margin.

OPIS price sourcing ULS Diesel #2 + ULS Diesel #2 Contractor's Margin = Composite Price

If the OPIS publication is modified to include R-99 renewable diesel fuel, then SACOG reserves the right to re-establish the base price calculation method.

1.3.2. Those agencies who have signed Exhibit E Form of Agency Participating Sub-Agreement and all departments associated may opt to procure Renewable Diesel as an alternative to Petroleum Diesel on request at the locations identified within the Petroleum Diesel tabulation of the Hunt & Sons Inc. Pricing Sheet. Those Participating Agencies will have the ability to begin deliveries of Renewable Diesel after the scope of work is first approved by Contractor. All locations not identified on the original Hunt & Sons Inc. Pricing Sheet must first be approved by Contractor before any delivery begins.

1.3.3. In the instance the Renewable Diesel is unable to be sourced by contractor, Participating Agencies can choose to source with the alternate Renewable Diesel provider under Contract or they can choose to source standard petroleum diesel to those sites regularly scheduled for Renewable Diesel deliveries. Contractor will contact the Participating Agency before any delivery begins. Pricing for the petroleum diesel will be based off the original margins displayed within the Exhibits "A-5" Pricing Sheet.

2. Account Set-Up and Payment Information

2.1. The Contractor shall establish and maintain individual accounts with unique account numbers for each Participating Agency, and its departments and divisions at the time they execute a separate sub-agreement with the Contractor.

2.2. At a minimum, all invoices shall include the following information: the blanket purchase order number, customer account number (refer to Section 2.1 above), location of delivery, invoice number, invoice date (Month/Day/Year), date (Month/Day/Year) that fuel or related products were delivered, number of gallons delivered/dispensed or quantity of each product, Contractor's margin with differentials shown or unit price for each product with the extended amounts clearly shown, applicable discount for each product, and applicable sales tax and all other taxes/surcharges/fees. All invoices must include the name of the agency employee that placed the order. The Contractor must invoice each account separately. The Contractor shall not consolidate multiple accounts onto the same invoice or billing statement unless specifically requested by Participating Agency.

2.3. The Participating Agency shall pay the Contractor only the margins/pricing specified in the Contractor's response. Such amount will be due and payable upon receipt of an invoice by the

Participating Agency with the appropriate information specified in Section 2.2, above. The Contractor shall provide a copy of the daily OPIS price information sheet for each order delivered with each billing statement. Participating Agencies will not accept or pay any emergency response premiums, administrative surcharge costs, or any other surcharges not identified in the Contractor's response. Charges imposed by the State of California or the Federal Government after the proposal has been awarded will be honored.

3. Quality Assurance Provisions

3.1. The Contractor shall provide traceability on all shipments back to the refinery or within five (5) business days upon request from the Participating Agency.

3.2. The Contractor shall ensure that all trucks, railcars, and vessels shall be drained, cleaned, and inspected prior to loading if the previous load contained other petroleum product(s) that would contaminate the desired fuel product.

4. Product Labeling and Emergency Response

4.1. Prior to the first delivery of product or fuel, the Contractor shall provide each Participating Agency with a Material Safety Data Sheet (MSDS) provided for each of the products awarded to the Contractor and all other chemicals intentionally added into the fuel including additives. The Contractor shall be responsible for immediately providing the Participating Agency with any updated or revised MSDS sheets throughout the term of the resulting agreement(s).

4.2. Twenty-four (24) hour emergency response must be provided by the Contractor. Prior to the first delivery, the Contractor shall provide each Participating Agency with a list of emergency contact persons and a 24-hour company telephone number in the event that a fire or other event occurs and the Participating Agency is in need of telephone consultation regarding the Contractor's product(s).

4.3. The Contractor shall be responsible for any spills or other incidents involving its product(s) during delivery, up to and including the off-loading process, when the Contractor's product is transferred into the Participating Agency's fuel tank(s). The Contractor's drivers shall be fully trained by the Contractor in chemical safety.

5. Safety Requirements

5.1. The Contractor agrees to perform all fuel dispensing and delivery tasks in such a manner as to meet all accepted standards for safe practices throughout the term of the contract and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. The Contractor also agrees to accept the sole responsibility for complying with the supplemental terms and conditions specified herein as well as all local, County, State or other legal requirements at all times. These requirements may include but are not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders so as to protect all persons, including Participating Agency employees, agents of the Participating Agency, vendors, members of the public and others from foreseeable injury, or damage to their property.

During performance and upon completion of services, the Contractor shall remove all unused equipment, supplies, instruments of service, all excess or hazardous material, trash, and legally dispose of them. The Contractor shall leave the Participating Agency's fuel tanks and fuel delivery location in a neat, clean, and acceptable condition to the Participating Agency's satisfaction.

6. Insurance Requirements

6.1. The Contractor shall furnish evidence of insurance, including required endorsements, to each Participating Agency demonstrating proof of coverage in the amounts as specified in this Agreement, upon request. Each Participating Agency may require different coverage levels than specified in this Agreement, which will only apply to that agency.

THE PROOF OF INSURANCE SHALL INCLUDE A SEPARATE ENDORSEMENT FORM(S), AND SHALL INCLUDE THE GENERAL LIABILITY POLICY NUMBER. BLANKET ENDORSEMENT FORMS MAY BE REJECTED.

Failure to comply with the insurance and endorsement requirements may result in the termination of this Agreement. All costs of complying with the insurance AND endorsement requirements shall be included in Contractor's proposal pricing.

7. Allocation

7.1. It is understood that the Contractor's obligation to perform is subject to modification and reduction in accordance with any federal, state or local government program governing the allocation of products by the seller, which may occur during the term of the contract. The Contractor shall take any necessary measures to ensure delivery of sufficient quantities of fuel and related products to each of the Participating Agencies in accordance with said regulations.

7.2. In the event of such programs, the Participating Agencies reserve the right to terminate their respective sub-agreements on the effective date of the allocation program.

8. Records

8.1. The Contractor shall maintain at all times complete, detailed records with regard to each Participating Agency's total number of purchases which can be filtered/sorted by agency department, product, delivery date, and delivery location.

9. Licenses and Permits

9.1. The Contractor will possess and keep in effect for the duration of the Contract any licenses and permits necessary to perform the contracted services. The Contractor shall be licensed to do business in the State of California.

EXHIBIT "A-3"

Specifications

1. General Specifications

- 1.1. The products listed in this Agreement shall meet all applicable Federal, State, and local government laws and environmental requirements and regulations, including but not limited to, the California Air Resources Board (CARB), the laws, regulations, and standards of the American Society of Testing and Materials, and fuel industries law, codes, requirements, standards, and guidelines currently in force and any of those put in force during the term of the resulting contract period(s). The products shall also conform with the State of California specifications (or applicable updates as they may apply). The Contractor(s) shall be responsible for ensuring that the products delivered to each Participating Agency comply with all such laws, regulations, and requirements.
- 1.2. The Contractor may elect to purchase fuel from major refineries or other reliable sources in order to obtain the lowest available prices. It shall be the Contractor's sole responsibility to manage purchases from its sources so as not to jeopardize its ability to supply fuel to the Participating Agencies.

2. Specifications for Unleaded Gasoline

- 2.1. Unleaded regular gasoline fuel must be a volatile mixture of liquid hydrocarbons containing small amounts of additives, suitable for use as fuel with spark-ignition, internal combustion engines. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4140.
- 2.2. Unleaded regular gasoline fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 1. Evidence of such facts shall be available to all Participating Agencies in the form of a letter certifying such compliance and signed by a responsible official of the proposer's company to supply this fuel to the Participating Agency.
- 2.3. Unleaded regular gasoline shall have a minimum Anti-Knock Index of 87 unless otherwise specified herein.
- 2.4. The finished fuel shall be visually free of un-dissolved water, sediment, suspended matter, and it shall be clear and bright at the ambient temperature or 21°C (70°F), whichever is higher.
- 2.5. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

3. Specifications for Diesel Fuel

- 3.1. Diesel fuel must be suitable for on-highway use.

3.2. Diesel fuel must be suitable for use in diesel engines operating in industrial and heavy mobile (vehicle) service. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4143.

3.3. Diesel fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and Section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. Evidence of such facts shall be available to all Participating Agencies in the form of a letter certifying such compliance and signed by a responsible official of the Contractor's company to supply this fuel to the Participating Agency.

3.4. Diesel fuel shall have a minimum Ctrain rating of 53 unless otherwise specified herein.

3.5. The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.

3.6. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

4. Specifications for Ethanol E-85 Fuel

4.1. Ethanol E-85 fuel covers a fuel blend, nominally 85 volume % denatured fuel ethanol and nominally 15 volume % hydrocarbons for use in ground vehicles with automotive spark-ignition engines.

4.2. Ethanol E-85 fuel shall meet the CARB requirements of CCR Title 13, Division 3, Chapter 5, Article 3, Section 2292.4, Specifications for E-85 Fuel Ethanol, or the Contractor shall obtain a test program exemption from the California fuel specifications for E-85 from CARB.

4.3. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

5. Specifications for Automotive Oil and Lubricant Products

5.1. All automotive oil and lubrication products offered by proposers shall meet the American Petroleum Institute (API) Service CH-4, CG-4, CF-4, CF/SJ ratings, unless otherwise noted, and be rated for both diesel and gasoline engines with or without turbo chargers.

6. Specifications for R-99 Renewable Diesel Fuel

6.1. The fuel delivered must be at least 99% renewable diesel and meet the latest versions of the following specifications and standards.

6.2. "Renewable Diesel" means a diesel fuel that is produced from non-petroleum renewable sources but is not a mono-alkyl ester and which is registered as a motor vehicle fuel or fuel additive under 40 CFR Part 79.

6.3. The renewable diesel fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6 Article 5, Section 4149.

The renewable diesel fuel shall also meet the requirements of the California Code of Regulation, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB.

The renewable diesel fuel must meet a CARB approved Certified Pathway with a carbon intensity (CI) no more than 40 gCO₂e/MJ as determined by the Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of Regulations (CCR), Section 95486. The CI is a method of quantifying the overall carbon impact of a fuel as defined by the California Air Resources Board Low Carbon Fuel Standard (LCFS). It is the supplier's responsibility to provide documentation acceptable to the participating agency.

6.4. SACOG and Participating Agency may, at any time, take a sample of the delivered product to be inspected and tested according to the methods specified in active standards, ASTM D5453 for sulfur, D5186 for aromatics and other test methods specified in ASTM D975 and ASTM-D6866 utilizing Carbon 14 dating to verify the percentage of bio-based of a fuel and petroleum.

6.5. The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.

6.6. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

Exhibit "A-4"
 Gasoline, Unleaded

| Category A - Gasoline, Unleaded (ET Octane) Margin | Sub Fund Storage (% of Total) Federal | ST. ANGELO VOLUME | MONTHLY TDS SALES TAX TO BE PAID DAILY RATE (PER GALLON) PRICE REPORTED BY CDE FOR APRIL 11, 2019 | TAXES MARGIN | DISCOUNT DIFFERENTIAL | TOTAL DIFFERENTIAL | Estimated Price Per Gallon | NET PRICE | REMARKS ALL ON THE ADDITIONAL FEES, SURCHARGES, AND PAID TAXES ARE CHARGED TO THE PARTICIPATING AGENCIES APPROVED AND LISTED THE FEES/CHARGES WILL BE REFLECTED PER GALLON. THROUGHOUT THE STATE WITH ANY OTHER DISCOUNTS California Gasoline Excise Tax |
|---|---|----------------------|---|-----------------|--------------------------|-----------------------|-------------------------------|--------------|--|
| City of Roseville | | 115,000 | 2.9182 | 19.9190 | | | \$ 2.8792 | \$ 944,932 | 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| Local Differences - City of Roseville California | | 115,000 | | | | | | 944,932 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Roseville - 7200 Highway 49, Roseville (95718) | One 10,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Roseville - 7200 Highway 49, Roseville (95718) | One 500 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Roseville - 7200 Highway 49, Roseville (95718) | One 1,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Rocklin | | 109,000 | 2.9182 | 19.9190 | | | \$ 2.8792 | \$ 1,060,044 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| Local Differences - City of Rocklin California | | 109,000 | | | | | | 1,060,044 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Rocklin - 4811 Alvin Ct., Rocklin (95677) | One 12,000 (AG) | | | | | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Folsom | | 830,000 | 2.9182 | 19.9190 | | | \$ 2.9032 | \$ 501,357 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| Local Differences - City of Folsom California | | 830,000 | | | | | | 501,357 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Folsom - 1500 Rockwood Street, Folsom (95630) | One 4,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Folsom - 1500 Rockwood Street, Folsom (95630) | One 500 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| SAJUD | | 170,000 | 2.9182 | 19.9190 | | | \$ 2.9079 | \$ 494,704 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| Local Differences - SAJUD California | | 170,000 | | | | | | 494,704 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| SAJUD - 10000 Highway 49, Folsom, CA 95630 | One 6,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of San Joaquin | | 660,000 | 2.9182 | 19.9190 | | | \$ 2.8792 | \$ 1,227,520 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| Local Differences - County of San Joaquin California | | 660,000 | | | | | | 1,227,520 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of San Joaquin - 1810 E. Houston Ave., Stockton, (95205) | One 15,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of San Joaquin - 1810 E. Houston Ave., Stockton, (95205) | One 25,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of San Joaquin - 171 N. San Joaquin St., Stockton, (95207) | One 10,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of San Joaquin - 7422 S. Lindbergh, Stockton, (95204) | One 500 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of San Joaquin - 2101 E. Earhart Ave., Stockton, (95204) | One 4,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of San Joaquin - 500 W. Hospital Dr., French Camp, (95231) | One 500 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of San Joaquin - 1195 N. Middle Street, Folsom, (95642) | One 900 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of San Joaquin - 4520 W. 4 Mile Rd., Stockton, (95209) | One 1,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Galt | | 105,000 | 2.9182 | 19.9190 | | | \$ 2.8932 | \$ 907,956 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| Local Differences - City of Galt California | | 105,000 | | | | | | 907,956 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| City of Galt - 550 Elm Avenue, Galt, (95632) | One 1,000 (AG) | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of Butte | | 149,300 | 2.9182 | 19.9190 | | | \$ 2.9382 | \$ 410,000 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| Local Differences - County of Butte California | | 149,300 | | | | | | 410,000 | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |
| County of Butte - 4021 Road 100, Paradise, (95769) | | | | | 0.0290 | | | | California Gasoline Excise Tax 50.417 Federal U.S.T.B Superfund Tax - \$0.001 CA AB912 50.40348 All per Gallon Charges Regulatory Compliance Fee - \$0.75 per Gallon |

| City of Sacramento | | | | | | | | California Gasoline Excise Tax | |
|--|--|-----------|-------|--------|--------|--------|-----------|---|--|
| | | 1,858,000 | 2,912 | 10,000 | 0.0000 | 2,9032 | 4,935,440 | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| | | | | | | | | California Gasoline Excise Tax | |
| Water District #1 City of Sacramento Location | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| One 2,000 (AG) | | | | | 0.0260 | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Headquarters Fleet Service 7112 Mendocino Road Sacramento (95822) | | | | | | | | California Gasoline Excise Tax | |
| One 12,000 (BG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| South Corp Yard 5210 24th Street Bldg 1 Sacramento (95822) | | | | | | | | California Gasoline Excise Tax | |
| One 12,000 (BG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Home Depot #1171 4250 Gateway Blvd Sacramento (95821) | | | | | | | | California Gasoline Excise Tax | |
| One 12,000 (BG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Armed Police Substation 1361 Lombard Blvd Sacramento (95820) | | | | | | | | California Gasoline Excise Tax | |
| One 12,000 (BG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Sellers Landing 760 and A Street Sacramento (95816) | | | | | | | | California Gasoline Excise Tax | |
| One 2,000 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Engine House #4 524 Q Street Sacramento (95811) | | | | | | | | California Gasoline Excise Tax | |
| One 0.0260 | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Richards Police Facility 300 Richards Blvd Sacramento (95811) | | | | | | | | California Gasoline Excise Tax | |
| One 2,000 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Sacramento Marina 370 Marina View Drive Sacramento (95814) | | | | | | | | California Gasoline Excise Tax | |
| One 19,000 (BG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Empire House #2 1229 J Street Sacramento (95814) | | | | | | | | California Gasoline Excise Tax | |
| One 0.0260 | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Empire House #3 2208 W. Hilda Street Sacramento (95822) | | | | | | | | California Gasoline Excise Tax | |
| One 0.0260 | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Water Dept 15th Ave Parking 435 15th Ave Sacramento (95817) | | | | | | | | California Gasoline Excise Tax | |
| One 0.0260 | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| County of Sacramento | | | | | | | | California Gasoline Excise Tax | |
| | | 1,427,448 | 2,912 | 10,000 | 0.0000 | 2,9793 | 4,772,700 | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| | | | | | | | | California Gasoline Excise Tax | |
| Water District #1 County of Sacramento Location | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| One 18,000 (BG) | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Headquarters 9507 Commodore Road Sacramento, CA 95827 | | | | | | | | California Gasoline Excise Tax | |
| One 10,000 (AG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| 4500 Franklin Street 95810 Sacramento, CA 95821 | | | | | | | | California Gasoline Excise Tax | |
| One 12,000 (BG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Richter Landing 1201 Kiefer Blvd Sacramento CA 95831 | | | | | | | | California Gasoline Excise Tax | |
| One 2,500 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Regional Customer Care Facility 851 Lippitt Road Suite 200 Sacramento CA 95818 | | | | | | | | California Gasoline Excise Tax | |
| Two 4,000 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Downtown Garage 725 7th Street Sacramento CA 95816 | | | | | | | | California Gasoline Excise Tax | |
| One 20,000 (BG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| North Garage 5515 Gateway Blvd Sacramento CA 95821 | | | | | | | | California Gasoline Excise Tax | |
| One 13,000 (BG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| South Garage 9150 Bond Road LA Grove, CA 95624 | | | | | | | | California Gasoline Excise Tax | |
| Two 10,000 (BG) | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Plain Garage 7000 45th Street, Suite B Sacramento, CA 95822 | | | | | | | | California Gasoline Excise Tax | |
| One 6,000 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Regional Customer Care Facility 10314 17th Street Sacramento, CA 95829 | | | | | | | | California Gasoline Excise Tax | |
| One 4,000 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Headquarters 14000 Folsom Blvd Sacramento CA 95828 | | | | | | | | California Gasoline Excise Tax | |
| One 6,000 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Sacramento Metropolitan Fire District | | | | | | | | California Gasoline Excise Tax | |
| | | 10,000 | 2,912 | 10,000 | 0.0000 | 2,9032 | 149,160 | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| | | | | | | | | California Gasoline Excise Tax | |
| Headquarters 1400 Folsom Blvd Sacramento CA 95828 | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| One 1,000 (AG) | | | | | 0.0260 | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 11 1400 Folsom Blvd Sacramento CA 95828 | | | | | | | | California Gasoline Excise Tax | |
| One 500 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 21 7249 Commodore Ave Sacramento CA 95827 | | | | | | | | California Gasoline Excise Tax | |
| One 2,000 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 31 1132 Broadway Blvd Sacramento CA 95842 | | | | | | | | California Gasoline Excise Tax | |
| One 500 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 32 1700 Roadway Lane Fair Oaks CA 95624 | | | | | | | | California Gasoline Excise Tax | |
| One 500 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 33 3800 Garden Rd Sacramento, CA 95824 | | | | | | | | California Gasoline Excise Tax | |
| One 500 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 35 1716 Lexington Road Sacramento CA 95829 | | | | | | | | California Gasoline Excise Tax | |
| One 500 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 38 1150 Telegraph Rd Elk Grove, CA | | | | | | | | California Gasoline Excise Tax | |
| One 500 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 39 1030 Park Tower Lane Sacramento, CA 95825 | | | | | | | | California Gasoline Excise Tax | |
| One 1,000 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 40 3416 Riverside Ave Sacramento CA 95828 | | | | | | | | California Gasoline Excise Tax | |
| One 1,500 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Station 41 1407 14th Street (Old) Linda, CA 95621 | | | | | | | | California Gasoline Excise Tax | |
| One 500 (AG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Los Rios Community College District | | | | | | | | California Gasoline Excise Tax | |
| | | 30,000 | 2,912 | 10,000 | 0.0000 | 2,9032 | 97,695 | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| | | | | | | | | California Gasoline Excise Tax | |
| Headquarters Los Rios Community College District | | | | | | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| One 1,000 | | | | | 0.0150 | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| American River College 4700 College Oak Dr Sacramento (95811) | | | | | | | | California Gasoline Excise Tax | |
| One 2,000 (BG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Colusa River College 8401 Center Hwy Sacramento (95822) | | | | | | | | California Gasoline Excise Tax | |
| One 2,000 (BG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |
| Sacramento City College 3815 Popocatepetl Blvd Sacramento (95821) | | | | | | | | California Gasoline Excise Tax | |
| One 2,000 (BG) | | | | | 0.0260 | | | 50.437 Federal U.S.T.B Superfund Tax (50.001) CA-AB319 | |
| | | | | | | | | 50.438 All per Gallon Charges Regulatory Compliance Fee | |

| Agency/Department | Value | Rate | Code | Fee Type | Amount | Code | Description |
|---|-----------------|--------|---------|----------|------------|------|--|
| Rancho San Jacinto District | 11,000 | 0.9182 | 00 0000 | | 10,100.20 | 5 | California Landfill Factor Fee |
| San Jacinto Water Conservancy District (19191) | 11,000 | 0.9182 | 00 0000 | | 10,100.20 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| San Jacinto Water Conservancy District (19191) | | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| Yuba City | 5,000 | 0.9182 | 00 0000 | | 4,591.00 | 5 | California Landfill Factor Fee |
| Yuba City Water Conservancy District (19191) | 5,000 | 0.9182 | 00 0000 | | 4,591.00 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| 1001 Market Street Yuba City, CA (19191) | One 750 (AG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| 701 McLaughlin Yuba City, CA (19191) | One 750 (AG) | | | | 0.240 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| 512 Broadway Yuba City, CA (19191) | One 750 (AG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| 522 West Avenue Yuba City, CA (19191) | One 750 (AG) | | | | 0.240 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| City of Davis | 95,000 | 0.9182 | 00 0000 | | 87,223.00 | 5 | California Landfill Factor Fee |
| City of Davis Water Conservancy District (19191) | 95,000 | 0.9182 | 00 0000 | | 87,223.00 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| East Factory 1917 Farm Rd., Davis (19191) | Two 10,000 (IG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| UC Davis | 100,000 | 0.9182 | 00 0000 | | 91,820.00 | 5 | California Landfill Factor Fee |
| UC Davis Water Conservancy District (19191) | 100,000 | 0.9182 | 00 0000 | | 91,820.00 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| 1010 University of California Davis, CA (19191) | One 12,000 (IG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| SRCSO | 45,000 | 0.9182 | 00 0000 | | 41,223.00 | 5 | California Landfill Factor Fee |
| SRCSO Water Conservancy District (19191) | 45,000 | 0.9182 | 00 0000 | | 41,223.00 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| SRCSO 4500 Laguna, CA (19191) | One 3,600 (AG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| North Tahoe Public Utilities District | 80,000 | 0.9182 | 00 0000 | | 73,456.00 | 5 | California Landfill Factor Fee |
| North Tahoe Public Utilities District (19191) | 80,000 | 0.9182 | 00 0000 | | 73,456.00 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| North Tahoe 19191 475 Highland Ave., Tahoe Vista, CA (19191) | One 1,000 (AG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| South Sutter Water District | 8,000 | 0.9182 | 00 0000 | | 7,345.60 | 5 | California Landfill Factor Fee |
| South Sutter Water District (19191) | 8,000 | 0.9182 | 00 0000 | | 7,345.60 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| West Park Station 2485 Pacific Avenue, Yuba City, CA (19191) | One 500 (AG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| County of Placer | 1,000,000 | 0.9182 | 00 0000 | | 918,200.00 | 5 | California Landfill Factor Fee |
| County of Placer Water Conservancy District (19191) | 1,000,000 | 0.9182 | 00 0000 | | 918,200.00 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| 1000 Main St., Placer, CA (19191) | Two 1,000 (AG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| County Terrace Station 116684 Ave., Auburn, CA (19191) | Two 8,000 (AG) | | | | 0.240 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| 800000 Blvd., 22000 Highway 49, Placer, CA (19191) | One 1,000 (AG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| 100000 Blvd., 4322 49th Ave., Placer, CA (19191) | One 1,000 (AG) | | | | 0.240 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| CAL FIRE/PCFD Area 10A - Corner of Honey Road & Ridge Road, ABC | One 250 (AG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |
| 100000 Blvd., 4322 49th Ave., Placer, CA (19191) | One 1,000 (AG) | | | | 0.240 | 5 | Federal U.S.T.B. Superfund Tax - 50 001 CA AB332 |
| CAL FIRE/PCFD Dry Creek 8750 Cook Road, Roseville, CA (19191) | One 500 (AG) | | | | 0.240 | 5 | All per Gallon Charges - Regulatory Compliance Fee |

Exhibit "A-5"
ULS Diesel #2

| Category B - ULS Diesel #2 Margin | Sub Fund Usage (M of Dollars) / Dollars | EST. ANNUAL USAGE (gpd) | MARKET INFORMATION: UNBLANDED DAILY BASK AVERAGE PRICE (BPOD) BY CITY FOR APRIL 27TH, 2014 | BUSINESS MONTH | DELIVERY POINT DIFFERENTIAL | DISPATCH DIFFERENTIAL | Estimated Price Per Gallon | EST PRICE | INCLUDE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S BULK AND LULI HOW THE TAXES WILL BE BILLED (BY GALLON, TRANSPORTATION, ETC.) IN ORDER TO BE MORE COMPLETE. |
|--|---|-------------------------|--|----------------|-----------------------------|-----------------------|----------------------------|--------------|--|
| City of Roseville | | 50,950 | 2.6817 | 10 01 60 | | | \$ 2.6677 | \$ 1,341,553 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Water Distribution - City of Roseville Location | | 50,950 | | | | | | 2.40 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Corporate Yard 2025 H&W Circle, Roseville (19347) | Two 10,000 (BG) | | | | | | | | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Leaf Litter Maintenance Yard - Diamond Oaks Golf Course (100 Eastwood Glen Ct., Roseville) | One 300 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Water Treatment - 1117 Sunset Blvd., Roseville | One 2,000 (BG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Water Treatment - 1117 Sunset Blvd., Roseville | One 300 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| One 10,000 (BG) | | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Roseville Fire Station No. 3 1199 Jackson Blvd., Roseville | One 500 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Roseville Fire Station No. 3 1300 City Way, Roseville | One 500 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Roseville Fire Station No. 5 1555 Pleasant Grove, Roseville | One 500 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Roseville Fire Station No. 5 1555 Pleasant Grove, Roseville | One 500 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Roseville Fire Station No. 7 1255 Highland Road, Roseville | One 500 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Roseville Fire Station No. 9 1401 Clayton Parkway, Roseville | One 500 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| City of Rocklin | | 10,000 | 2.6817 | 10 01 60 | | | \$ 2.6677 | \$ 26,677 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Water Distribution - Rocklin Location | | 1,000 | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Rocklin Corp Yard 4081 Ave C, Rocklin (19447) | One 12,000 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| City of Colton | | 240,000 | 2.6817 | 10 01 60 | | | \$ 2.6677 | \$ 635,157 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Water Distribution - Colton Location | | 24,000 | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Corporation Yard 1300 Lakeside Dr, Colton (19030) | One 2,000 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Fire Department 425 E 2nd Street, Colton (19000) (19000) | One 800 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| City of Oak | | 5,000 | 2.6817 | 10 01 60 | | | \$ 2.7317 | \$ 13,659 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Water Distribution - Oak Location | | 500 | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Corp Yard Area 500 Elm Avenue, Oak (19177) | One 1,000 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| SALUD | | 220,000 | 2.6817 | 10 01 60 | | | \$ 2.7057 | \$ 1,134,914 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Water Distribution - Salud Location | | 22,000 | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| 115 Highway 41, Salud, CA 95750 | (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| 12440 1st Street, Salud, CA 95750 | (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| City of Sacramento | | 30,000 | 2.0217 | 10 01 60 | | | \$ 2.5477 | \$ 76,384 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Water Distribution - Sacramento Location | | 3,000 | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Highway 41, Sacramento (19014) | One 15,000 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Anderson Fleet Service 2812 Anderson Road, Sacramento (19022) | Two 10,000 (BG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| South Corp Yard 3330 34th Street, Sac (19014) | One 12,000 (BG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Kenny Police Facility 1556 Maryville Blvd., Sacramento (19038) | One 12,000 (BG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Salmon Cemetery 210 and A Street, Sacramento (19011) | One 2,000 (AG) | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Eight Hour Stop 1 624 Q Street, Sacramento (19011) | | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Eight Hour Stop 2 1524 Street, Sacramento (19011) | | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Eight Hour Stop 3 2024th Street, Sacramento (19011) | | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Eight Hour Stop 4 2024th Street, Sacramento (19011) | | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |
| Water Dept 1115 Ave. F, Folsom 115A Ave., Sacramento (19022) | | | | | | | | 0.0200 | California Diesel Fuel Tax \$0.34 Federal U.S.T. & Superfund Tax \$0.001 CA 40612 50 0040 All per Gallon Charges Regulatory Compliance Fee \$0.00 per invoice |

| North Tahoe Public Utilities District | | 19,000 | 2,582 | 0.0000 | \$ 6,727 | \$ 29,928 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
|---|----------|--------------|---|------------|----------|--------------|--|
| Water Treatment Plant - 400 Madison Ave., Fallon, NV 89401 | One (AG) | 1,700 | | 0.0000 | 1,000 | 76 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| SRCSO | | 7,500 | 2,887 <td>0.0000</td> <td>\$ 2,704</td> <td>\$ 20,303</td> <td>California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory</td> | 0.0000 | \$ 2,704 | \$ 20,303 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Water Treatment Plant - 400 Madison Ave., Fallon, NV 89401 | One (AG) | 750 | | 0.0000 | 1,000 | 76 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Placer County Water Agency | | \$3,435 | 7,687 <td>0.0140</td> <td>\$ 2,767</td> <td>\$ 137,527</td> <td>California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory</td> | 0.0140 | \$ 2,767 | \$ 137,527 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Water Treatment Plant - Placer County Water Agency (00000) | | 8,000 | | 0.0000 | 2,000 | 29 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| PCWA Crop Yard - 400 Nevada Dr., Auburn (95603) | One (AG) | 1,000 | | 0.0000 | 1,000 | 76 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| PCWA Business Center Campus - 185 Folsom Rd., Auburn (95603) | One (AG) | 500 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| PCWA Forestal Facility Center - 5825 Sunset Dr., Forestal (95631) | One (AG) | 1,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| PCWA Public Storage - 1000 Stockton Rd., Forestal (95631) | One (AG) | 500 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| PCWA Public Storage - 1000 Stockton Rd., Forestal (95631) | One (AG) | 2,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| County of Placer | | 292,089 | 2,487 <td>0.0140</td> <td>\$ 2,737</td> <td>\$ 706,195</td> <td>California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory</td> | 0.0140 | \$ 2,737 | \$ 706,195 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Water Treatment Plant - County of Placer (00000) | | 20,700 | | 0.0000 | 0.0000 | 1,181 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Licon Corp. Yard - 401 Oak Tree Lane, Lincoln | Two (AG) | 1,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| County Service Station - 1140 F. Ave., Auburn | One (AG) | 2,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Humboldt Park - 22700 Forestal Road, Forestal | Two (AG) | 1,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Korva Corp. Yard - 1143 South Auburn Road, Colusa | Two (AG) | 1,200 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Truckee Corp. Yard - 200 South Lake Blvd., Tahoe City | Two (AG) | 1,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Hatched Sewer Main - 418 Chain Creek Road, Truckee | One (AG) | 4,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Shelby - 1100 Longview Blvd., Truckee | One (AG) | 1,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Truckee Road Yard - 245 Chain Creek Road, Truckee | One (AG) | 4,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Town of Truckee | | 139,708 | 2,667 <td>0.0140</td> <td>\$ 2,737</td> <td>\$ 327,084</td> <td>California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory</td> | 0.0140 | \$ 2,737 | \$ 327,084 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Water Treatment Plant - Town of Truckee (00000) | | 12,000 | | 0.0000 | 0.0000 | 50 | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Licon Power Plant - 14100 Hillbrook Road, Truckee (96161) | One (AG) | 1,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Corp. Yard #1 - 10770 Blinnwood Dr., Truckee (96161) | Two (AG) | 1,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| Public Storage - 10770 Blinnwood Dr., Truckee (96161) | Two (AG) | 7,000 | | 0.0000 | 0.0000 | | California General Excise Tax - 0.5% - Federal 0.1% & Superfund Fee 0.001% CA 00412 50 00461 All per Gallon Charges Regulatory |
| MYLKE: TISHAO | | 1/25 20 Dept | AREFI | Admin Fee: | | \$ 6,268,992 | |

Exhibit "A-6" Red Eye Diesel

| Category C - Red Eye Diesel Eligible | Full Fuel Storage at the Tank - Gallons | EST. ANNUAL USAGE | INDICATE THE SAFETY DATA SHEET (SDS) DAILY AVERAGE PRICE REPORTED BY CDTN FOR APRIL 17TH, 2018 | REGULATORY POINTS (EPA/EMTA) | POSTAL OFFICE ZIP | Price per Gallon (including taxes) | NET PRICE (including regulatory taxes) | INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT THIS IS ASSIGNED TO THE AGENCY'S AGENCY'S SERVICES AND LIST HOW THE TAXES FEES ARE CALCULATED (e.g. GALLONS, TONS, TONS, ETC.) (as well as any other applicable fees) |
|--|---|-------------------|--|------------------------------|-------------------|------------------------------------|--|---|
| County of Placer | | | | | | | | |
| Subtotal District: County of Placer | | 32,000 | 2.4267 | 10.0340 | | \$ 2.711 | \$ 59,657 | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| City of Placer | | 2,700 | | | | 0.0179 | \$ | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| Fire Dept. (Barnes Road) 10430 Owens Center - 2150 Barnes Road (Barnes, Placer) | One 1,500 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| Fire Dept. (Barnes Road) 10430 Owens Center - 2150 Barnes Road (Barnes, Placer) | One 50 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| Police (Main St & 2nd St) 10000 Owens Center 7775 Richardson Blvd. Auburn | One 100 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| Police (Main St & 2nd St) 10000 Owens Center 7775 Richardson Blvd. Auburn | One 100 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| City of Placer (Comptroller) 10000 Owens Center 11215 Barnhill Auburn | One 900 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| City of Placer (Comptroller) 10000 Owens Center 11215 Barnhill Auburn | One 200 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| Auburn Justice Center (Small Unit) - Oswell 3324 Rockwood Blvd. Auburn | Two 1,400 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| Auburn Justice Center (Small Unit) - Oswell 3324 Rockwood Blvd. Auburn | One 50 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| City Hall Facility 101 City Hall Drive, Roseville | One 500 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| South Placer Justice Center Bldg 2 12830 Sutter Center Blvd. Roseville | One 400 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| South Placer 4400 Commercial Center 12830 Sutter Center Roseville | Three 1,333 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| South Sutter Water District | | | | | | | | |
| Subtotal District: South Sutter Water District | | 1,000 | 2.6597 | 10.0340 | | \$ 2.712 | \$ 11,580 | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| Fuel Tank Station 2444 Pacific Avenue, Frowbridge (95759) | | 830 | | | | 0.0590 | \$ | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| SRCSO | | | | | | | | |
| Subtotal District: SRCSO | | 60,000 | 2.4267 | 10.0340 | | \$ 2.702 | \$ 162,402 | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| SRCSO 1521 Laguna Station Rd., Elk Grove (95758) | One 4,500 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| City of Roseville | | | | | | | | |
| Subtotal District: SRCSO | | 1,500 | 2.4267 | 10.0340 | | \$ 2.592 | \$ 4,058 | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| SRCSO 1521 Laguna Station Rd., Elk Grove (95758) | One 1,500 (AG) | | | 0.0590 | | | | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| Yuba-Sutter Transit Authority | | | | | | | | |
| Subtotal District: Yuba-Sutter Transit Authority | | 10,000 | 2.4267 | 10.0340 | | \$ 2.522 | \$ 248,326 | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| Coop Yard 2100 B Street, Marysville (95901) | One 12,000 (AG) | | | 0.0590 | | | 1,917 | CA 43812 - \$0.0041 - All per Gallon Charges - Regulatory Compliance Fee - \$0.75 per invoice Fees: U.S.T. & Supplemental Fee - \$0.001 |
| TOTALS | | | | | | | | |
| | | 147,800 | | | | | \$ 639,758 | |

Exhibit "A-7" Ethanol E85

| Category 8 - Ethanol E85 Blends | | EST. ANNUAL SALES | INDICATE THE SPS (CIG) & SELL ETHANOL REQUIREMENT UNREPAID DAILY RATE. AVERAGE PRICE REPORTED BY OPR FOR APRIL 2016, 2015 | REGIONS MARGIN | DELIVERY POINT DIFFERENTIAL | SCF/TM DIFFERENTIAL | Estimated Price Per Gallon | NET PRICE | INDICATE ALL OF THE ADDITIONAL FEES, BONUSES, AND PAIDS THAT WILL BE CHARGED ON THE RAFFER (TAG MARGINS BYGONES AND LIES) FROM THE YIELDERS WILL BE PAID FOR THE CALLER. EXAMINATION, ETC.) IN ORDER TO GET OTHER COLUMNS. |
|--|--|-------------------|---|----------------|-----------------------------|---------------------|----------------------------|------------|--|
| City of Sacramento | | 40,000 | 2.8150 | 0.0040 | | | \$ 2.5712 | \$ 149,400 | 16012 20.0000 - All per gallon charges Regulatory Compliance Fee - \$4.75 per barrel |
| Social Defense - City of Sacramento 11/16/16 | | | | | | | | | 16013 20.0000 - All per gallon charges Regulatory Compliance Fee - \$4.75 per barrel |
| Kaiser Power & Light 2012 Nevada State Law 02/15/16 | | One - 5,000 (00) | | | 0.0040 | | | | 16014 20.0000 - All per gallon charges Regulatory Compliance Fee - \$4.75 per barrel |
| Kaiser Power & Light 2012 Nevada State Law 02/15/16 | | Two - 3,000 (00) | | | 0.0040 | | | | 16015 20.0000 - All per gallon charges Regulatory Compliance Fee - \$4.75 per barrel |
| Kaiser Power & Light 2012 Nevada State Law 02/15/16 | | One - 4,000 (00) | | | 0.0040 | | | | 16016 20.0000 - All per gallon charges Regulatory Compliance Fee - \$4.75 per barrel |
| Kaiser Power & Light 2012 Nevada State Law 02/15/16 | | One - 4,000 (00) | | | 0.0040 | | | | 16017 20.0000 - All per gallon charges Regulatory Compliance Fee - \$4.75 per barrel |
| BMUD | | 100,000 | 2.8150 | | | | \$ 2.5712 | \$ 257,120 | 16018 20.0000 - All per gallon charges Regulatory Compliance Fee - \$4.75 per barrel |
| Social Defense - BMUD 02/15/16 | | | | | | | | | 16019 20.0000 - All per gallon charges Regulatory Compliance Fee - \$4.75 per barrel |
| Mobile Fuel Truck ECCC 401 Smithway Road Sacramento CA 95823 | | 100 - 1,000 (00) | | | 0.0040 | | | | 16020 20.0000 - All per gallon charges Regulatory Compliance Fee - \$4.75 per barrel |
| TOTALS | | | | | | | | | |
| Total Gallons | | 148,000 | | | | | | \$ 380,000 | |

Exhibit "A-8"
Propane

| ESTIMATE OF THE GROSS PROCEEDS AND NET PROCEEDS TO BE RECEIVED ON THE PROPOSING AGENCY OFFERS AND LIST THE LOCATIONS TO BE INCLUDED FOR EACH TRANSACTION, BEING AS SET FORTH HEREIN. | | EST. ANNUAL STANDARD USE | INDICATE THE 87% HEAT VALUE INDEX PRICE FOR APR 2019 | BIDDER'S MARKUP | DELIVERY POINT DESCRIPTION | EST PRICE | ESTIMATE | NET PRICE | ESTIMATE | COMMENTS |
|--|--|-----------------------------|--|--------------------|-------------------------------|-----------|------------|-----------|----------|--|
| County of Sacramento North County (Superior) 150000 (as of 2019) Sacramento, CA 95695 | | 29,100 | 0.3000 | 0.0200 | | \$ 1.30 | \$ 30,110 | | 24 hours | Only Sales Tax at the location/County applicable rate per invoice. |
| City of Sacramento North County (Superior) 150000 (as of 2019) Sacramento, CA 95695 | | 50,075 | 0.3000 | 0.0200 | | \$ 1.30 | \$ 12,995 | | 24 hours | Only Sales Tax at the location/County applicable rate per invoice. |
| Washington Fuel Service 3000 Washington Road, Sacramento, CA 95833 | | 100,140 | | | | | | | 24 hours | Only Sales Tax at the location/County applicable rate per invoice. |
| Elk Grove Unified School District Superior 150000 (as of 2019) Sacramento, CA 95695 | | 31,000 | 0.3000 | 0.0200 | | \$ 1.30 | \$ 48,600 | | 24 hours | Only Sales Tax at the location/County applicable rate per invoice. |
| City of Roseville Superior 150000 (as of 2019) Sacramento, CA 95695 | | 675 | 0.3000 | 0.0200 | | \$ 1.30 | \$ 178 | | 24 hours | Only Sales Tax at the location/County applicable rate per invoice. |
| County of Butte Superior 150000 (as of 2019) Sacramento, CA 95695 | | 100,000 | 0.3000 | 0.0200 | | \$ 1.30 | \$ 120,000 | | 24 hours | Only Sales Tax at the location/County applicable rate per invoice. |
| Grand Total | | | | | | | \$ 218,186 | | | |

Exhibit "A-9"
Cardlock

| Company Name | County | State | City | Address | Company Code | Company Type | Company Status | Company Information | | | Company Phone | Company Fax | Company Email | Company Website | Company Notes |
|----------------------------|-----------|-------|------|---------|--------------|--------------|----------------|---------------------|-----------------|--------------|---------------|-------------|---------------|-----------------|---------------|
| | | | | | | | | Company Name | Company Address | Company City | | | | | |
| County of Sutter | | | | | | | | | | | | | | | |
| XXXX | Sutter | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | Sutter | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| County of El Dorado | | | | | | | | | | | | | | | |
| XXXX | El Dorado | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | El Dorado | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | El Dorado | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| County of Yuba | | | | | | | | | | | | | | | |
| XXXX | Yuba | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | Yuba | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| County of Butte | | | | | | | | | | | | | | | |
| XXXX | Butte | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | Butte | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | Butte | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| County of Nevada | | | | | | | | | | | | | | | |
| XXXX | Nevada | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | Nevada | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| County of Amador | | | | | | | | | | | | | | | |
| XXXX | Amador | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | Amador | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| San Jo | | | | | | | | | | | | | | | |
| XXXX | San Jo | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | San Jo | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |
| XXXX | San Jo | CA | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX | XXXX |

| Town of Loomis | | | | | | | | | | | | |
|----------------------------------|----------|---------|----------------|--------|------|--------|------|--------|------|--------|------|-----------|
| Area | Category | Value | Rate | Amount | Rate | Amount | Rate | Amount | Rate | Amount | Rate | Amount |
| Water | Water | 2,000 | Water Schedule | 0.10 | \$ | 200 | | | | | | |
| Water | Water | 2,000 | Water Schedule | 0.10 | \$ | 200 | | | | | | |
| Water | Water | 2,000 | Water Schedule | 0.10 | \$ | 200 | | | | | | |
| City of Placerville | | | | | | | | | | | | |
| Water | Water | 28,500 | Water Schedule | 0.10 | \$ | 2,850 | | | | | | |
| City of Woodland | | | | | | | | | | | | |
| Water | Water | 20,000 | Water Schedule | 0.10 | \$ | 2,000 | | | | | | |
| Water | Water | 20,000 | Water Schedule | 0.10 | \$ | 2,000 | | | | | | |
| Water | Water | 20,000 | Water Schedule | 0.10 | \$ | 2,000 | | | | | | |
| City of Lincoln | | | | | | | | | | | | |
| Water | Water | 20,000 | Water Schedule | 0.10 | \$ | 2,000 | | | | | | |
| Water | Water | 20,000 | Water Schedule | 0.10 | \$ | 2,000 | | | | | | |
| San Juan Unified School District | | | | | | | | | | | | |
| Water | Water | 270,000 | Water Schedule | 0.10 | \$ | 27,000 | | | | | | |
| Water | Water | 270,000 | Water Schedule | 0.10 | \$ | 27,000 | | | | | | |
| City of Yuba City | | | | | | | | | | | | |
| Water | Water | 10,000 | Water Schedule | 0.10 | \$ | 1,000 | | | | | | |
| Water | Water | 10,000 | Water Schedule | 0.10 | \$ | 1,000 | | | | | | |
| TOTAL | | | | | | | | | | | | |
| | | | | | | | | | | | \$ | 3,312,000 |

Exhibit "A-10" Renewable Diesel

| Renewable Diesel | Each Fuel Purchase (Gallons) | GA Annual Volume | INDICATE THE SALARY/STIPEND UNPAID DAILY RATE APPLICABLE TO THE PRICE SUPPORTED BY GPS FOR June 21, 2015. | ROUTE NUMBER | DELIVERY POINT (REGISTRATION) | ROUTE NUMBER | Estimated Price per Gallon | NET PRICE | INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S BIODIESEL AND LET HOW THE TAXES/FEE WILL BE INCURRED (PER GALLON, TRANSACTION, ETC.) as well as any other amounts. |
|--|------------------------------|------------------|---|--------------|-------------------------------|--------------|----------------------------|-----------|--|
| County of Sacramento | | 500,000 | | 0.0445 | | | \$ 2.428 | \$ 2.472 | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Subtotal Differential - County of Sacramento Locations | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Southwest Multi-County Station Sacramento, CA 95822 | 12,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| North Area Transfer Station 450 Roosevelt Road North Highlands, CA 95660 | 20,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| 4500 E. Capitol Blvd. Sacramento, CA 95822 | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| North County Corporation 3036 Don Alva Blvd. Sacramento, CA 95831 | 13,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| City of Sacramento | | 500,000 | | 0.0445 | | | \$ 2.428 | \$ 2.472 | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Subtotal Differential - City of Sacramento Locations | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| North Sacramento Station Sacramento, CA 95811 | 12,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Abrahamson Fleet Service 2811 Abrahamson Road, Sacramento 95811 | 10,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| South City Yard 5730 24th Street Blvd. 1, Sacramento (95822) | 10,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Shively Aircraft Fuel 3030 W. Airport Blvd., Sacramento (95833) | 12,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Sutter Landing 28th and A Street, Sacramento (95811) | 3,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Engine House No. 1 624 Q Street, Sacramento (95811) | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Engine House No. 2 1229 I Street, Sacramento (95814) | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Engine House No. 3 1202 W. 28th Street, Sacramento (95817) | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Water Dept. 15th Ave. Parking 1395 15th Ave., Sacramento (95822) | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| SACUD | | 200,000 | | 0.0445 | | | \$ 2.428 | \$ 2.472 | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Subtotal Differential - SACUD Locations | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Water and Sewer 2200 48th St. Sacramento, CA 95811 | 10,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| City of Sacramento 251 California St. Sacramento, CA 95811 | 10,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Public Works 2444 W. Howe Road Foothill, CA 93126 | 10,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| UC Davis | | 100,000 | | 0.0445 | | | \$ 2.428 | \$ 2.472 | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Subtotal Differential - UC Davis Locations | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| University of California, Davis One Shields Avenue Davis, CA (95616) | 100,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| County of San Joaquin | | 475,000 | | 0.0445 | | | \$ 2.428 | \$ 2.472 | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Subtotal Differential - County of San Joaquin Locations | | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Public Works 1810 E Hazelton Ave, Stockton, (95203) | 10,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Sherrill 7000 Michael H. Carls Blvd, French Camp, (95231) | 4,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Stockton Airport 7422 S. Lindbergh, Stockton, (95206) | 1,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Aq Center 7101 E Fairbank Ave, Stockton, (95206) | 2,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| St. Gabriel Hospital 300 W. Franklin St., French Camp, (95231) | 1,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| North County Park 1275 N. Main St., French Camp, (95231) | 1,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Stockton Airport 7422 S. Lindbergh, Stockton, (95206) | 1,000 | | | | | | | | California Diesel Excise Tax - \$0.36 Federal U.S.T. & Superfund Tax - \$0.001 CA AB322 - \$0.00461 - All per Gallon Charges Regulatory Compliance Fee - \$0.75 per invoice |
| Total Volume | 1,810,000 | | | | | | \$ 2,428 | \$ 2,472 | |

Exhibit "A-11"
Lubricants

| Category & Location | Oil Specification | Quantity | EST. ANNUAL QUANTITY | MANUFACTURER | EST. QUANTITY (GALLONS) | EST. PRICE | EST. PRICE | Comments |
|--|---|----------|----------------------|--------------|-------------------------|------------|------------|--|
| County of Placer | | | | | | | | |
| Various | Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Bulk | 1000 | 1000 | Chevron | 100,000,000.0 | 0.54 | \$0,510 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum | 600 | 600 | Chevron | 25,000,000.0 | 6.54 | \$0,871 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum | 400 | 400 | Chevron | 25,000,000.0 | 7.64 | \$3,036 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum | 100 | 100 | Chevron | 25,000,000.0 | 9.99 | \$0,999 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum | 400 | 400 | Chevron | 25,000,000.0 | 11.55 | \$4,780 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil Multigrade 15W-40 CEO Low Ash, 55 Gallon | 800 | 800 | Chevron | 22,221,561.0 | 11.03 | \$0,892 | Pricing does not include Ca Recycling fees of .29 |
| Various | Motor Oil 15W-30 Bulk | 2000 | 2000 | Chevron | 224,117,590.0 | 6.30 | \$10,500 | Pricing does not include Ca Recycling fees of .29 |
| Various | Motor Oil 15W-30 55 Gallon Drum | 100 | 100 | Chevron | 25,000,000.0 | 9.99 | \$1,210 | Pricing does not include Ca Recycling fees of .29 |
| Various | Motor Oil 15W-30 55 Gallon Drum | 100 | 100 | Chevron | 25,000,000.0 | 4.48 | \$1,260 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil 15W-40 55 Gallon Drum | 1100 | 1100 | Chevron | 25,000,000.0 | 5.54 | \$10,187 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil 15W-40 55 Gallon Drum | 110 | 110 | Chevron | 25,110,561.0 | 9.80 | \$1,090 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil 15W-40 55 Gallon Drum | 110 | 110 | Chevron | 23,119,981.0 | 9.08 | \$1,009 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil 15W-40 55 Gallon Drum | 100 | 100 | Chevron | 23,119,449.0 | 12.94 | \$1,289 | Pricing does not include Ca Recycling fees of .29 |
| Various | Motor Oil 15W-30 55 Gallon Drum | 100 | 100 | Chevron | 25,000,000.0 | 14.39 | \$1,439 | |
| Various | Motor Oil 15W-30 55 Gallon Drum | 50 | 50 | Chevron | 25,000,000.0 | 9.99 | \$1,000 | |
| Various | Motor Oil 15W-30 55 Gallon Drum | 450 | 450 | Chevron | 25,000,000.0 | 4.90 | \$3,075 | Pricing does not include Ca Recycling fees of .24 |
| Various | ATF Dextron II & Mercon, Quarter Drums (10 Gallons) | 100 | 100 | Chevron | 23,500,000.0 | 7.99 | \$799 | Pricing does not include Ca Recycling fees of .24 |
| Various | ATF Dextron II & Mercon, Quarter Drums (10 Gallons) | 100 | 100 | Chevron | 25,000,000.0 | 8.00 | \$800 | |
| Various | ATF Dextron II & Mercon, Quarter Drums (10 Gallons) | 110 | 110 | Chevron | 23,500,000.0 | 7.99 | \$878 | Pricing does not include Ca Recycling fees of .24 |
| Various | THF 1000 Multigrade Hydraulic Fluid Quarter Drums (10 Gallons) | 500 | 500 | Chevron | 23,000,000.0 | 8.39 | \$2,149 | Pricing does not include Ca Recycling fees of .24 |
| Various | Compressor Oil 100 5 Gallon Pails | 70 | 70 | Chevron | 29,139,449.0 | 31.09 | \$2,549 | |
| Various | Universal Gear Lube, 80W-140 55 Gallon Drums | 400 | 400 | Chevron | 22,000,000.0 | 1.60 | \$0,640 | Pricing does not include Ca Recycling fees of .032 |
| Various | Universal Gear Lube, 80W-140, Quarter Drums (10 Gallons) | 500 | 500 | Chevron | 24,000,000.0 | 1.47 | \$1,381 | Pricing does not include Ca Recycling fees of .032 |
| Various | Moly-Max Grease 2 Quarter Drums (120 lbs) | 200 | 200 | Chevron | 20,120,000.0 | 2.40 | \$540 | |
| Various | Moly-Max Grease 2 1/4 ounce Tubes | 100 | 100 | Chevron | 20,120,000.0 | 2.40 | \$240 | |
| Various | Draw-Lite Grease EP Quarter Drums (120 lbs) | 100 | 100 | Chevron | 23,011,000.0 | 2.40 | \$323 | |
| Various | Draw-Lite Grease EP 1/4 ounce Tubes | 180 | 180 | Chevron | 23,011,000.0 | 2.40 | \$596 | |
| Various | Ultra Duty Grease EP-2 Quarter Drums (120 lbs) | 800 | 800 | Chevron | 23,011,000.0 | 2.40 | \$925 | |
| Various | Ultra Duty Grease EP-2 3/4 lb Pails | 500 | 500 | Chevron | 23,011,000.0 | 2.40 | \$945 | |
| Various | Ultra Duty Grease EP-2 1/4 ounce Tubes | 100 | 100 | Chevron | 23,011,000.0 | 2.70 | \$450 | |
| Various | Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Bulk | 1000 | 1000 | Chevron | 25,000,000.0 | 6.64 | \$0,816 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum | 500 | 500 | Chevron | 25,000,000.0 | 9.99 | \$0,990 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum | 100 | 100 | Chevron | 25,119,449.0 | 7.99 | \$3,036 | Pricing does not include Ca Recycling fees of .29 |
| Various | Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum | 100 | 100 | Chevron | 22,750,451.0 | 11.94 | \$4,780 | Pricing does not include Ca Recycling fees of .29 |
| Various | Motor Oil 15W-30 Bulk | 2000 | 2000 | Chevron | 225,117,000.0 | 5.49 | \$10,500 | Pricing does not include Ca Recycling fees of .29 |
| Various | Motor Oil 15W-30 55 Gallon Drum | 100 | 100 | Chevron | 25,000,000.0 | 4.99 | \$1,260 | Pricing does not include Ca Recycling fees of .29 |
| Various | Motor Oil 15W-30 55 Gallon Drum | 100 | 100 | Chevron | 25,000,000.0 | 6.00 | \$600 | |
| Various | Motor Oil 15W-30 55 Gallon Drum | 100 | 100 | Chevron | 25,000,000.0 | 6.00 | \$600 | |
| Various | Motor Oil 15W-30 55 Gallon Drum | 100 | 100 | Chevron | 25,000,000.0 | 20.00 | | |
| City of Rocklin | | | | | | | | |
| Rocklin Corp. Fuel 4011 Rock Ct. Rocklin 95771 | 15W-40 | 2000 | 2000 | Chevron | 225,117,000.0 | 5.49 | \$27,450 | Pricing does not include Ca Recycling fees of .29 |
| Rocklin Corp. Fuel 4011 Rock Ct. Rocklin 95771 | 15W-40 | 1000 | 1000 | Chevron | 25,000,000.0 | 6.29 | \$0,360 | Pricing does not include Ca Recycling fees of .29 |
| City of Roseville | | | | | | | | |
| Citywide Fuel 2025 4600 City, Roseville 95771 | 15W-30 | 2000 | 2000 | Chevron | 225,117,000.0 | 6.00 | \$4,101 | Pricing does not include Ca Recycling fees of .29 |
| Concrete Fuel 1001 Hilltop Circle, Roseville 95747 | 15W-30 | 1000 | 1000 | Chevron | 25,000,000.0 | 5.49 | \$17,000 | Pricing does not include Ca Recycling fees of .29 |

| City of Fullerton | | | | | | | | |
|--|-------|-----|------|---------|--------------|------|---------|---|
| Cooperman Yard 1300 Leidesdorff Street, Fullerton (92833) | 15W40 | DAP | 88 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| Cooperman Yard 1300 Leidesdorff Street, Fullerton (92833) | 15W40 | DAP | 88 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| Temple of the Sun | | | | | | | | |
| Public Safety Center - North Orange Lane Tractor, CA 92881 | 09W50 | QAL | 1000 | Chevron | 200.00 (000) | 8.00 | \$1,600 | Pricing does not include Ca Recycling fees of .29 |
| Cooperman Yard 1300 Leidesdorff Street, Fullerton (92833) | 15W40 | QAL | 1000 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| Cooperman Yard 1300 Leidesdorff Street, Fullerton (92833) | 15W40 | QAL | 1000 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| City of Bakersfield | | | | | | | | |
| Clayton Yard - 3300 Leidesdorff Street, Fullerton (92833) | 09W50 | QAL | 1000 | Chevron | 200.00 (000) | 8.00 | \$1,600 | Pricing does not include Ca Recycling fees of .29 |
| Clayton Yard 1300 Leidesdorff Street, Fullerton (92833) | 15W40 | QAL | 1000 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| State Joint Unified School District | | | | | | | | |
| San Juan D01 - 5000 Orange Grove Ave. North Highlands CA 95860 | 15W40 | QAL | 1000 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| City of Stockton | | | | | | | | |
| Clayton Yard - 3300 Leidesdorff Street, Fullerton (92833) | 09W50 | QAL | 1000 | Chevron | 200.00 (000) | 8.00 | \$1,600 | Pricing does not include Ca Recycling fees of .29 |
| Clayton Yard - 3300 Leidesdorff Street, Fullerton (92833) | 15W40 | QAL | 1000 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| County of Yuba | | | | | | | | |
| 108 Imperial Street, Marysville, CA 95901 | 15W40 | QAL | 1000 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| 521 Imperial Street, Marysville, CA 95901 | 15W40 | QAL | 1000 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| County of Sacramento | | | | | | | | |
| North County Correctional Facility 20750 Sacramento Blvd, Sacramento, CA 95834 | 15W40 | QAL | 1000 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| North County Correctional Facility 20750 Sacramento Blvd, Sacramento, CA 95834 | 15W40 | QAL | 1000 | Chevron | 226.75 (000) | 8.00 | \$1,814 | Pricing does not include Ca Recycling fees of .29 |
| CATEGORY TOTAL | | | | | | 0.00 | \$0.00 | |

Exhibit "A-12"
FORM OF PARTICIPATING AGENCY SUB AGREEMENT

FUEL PROCUREMENT SUB-AGREEMENT
between
Hunt & Sons, Inc. and Participating Agency

THIS FUEL PROCUREMENT AGREEMENT (the "Agreement"), is made and entered into this ____ day of ____, 20__, by and between the *Insert Name of Participating Agency, a describe form of entity* (hereinafter "Participating Agency"), and *Hunt & Sons, Inc., a California Corporation* (the "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated *insert date*, 2019 to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements. Choose one of the following:

(a) Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder.

(b) *If the Participating Agency has different insurance requirements, they should be inserted here in place of the foregoing text.*

5. *Insert any other special terms and conditions.*

6. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address set forth next to its signature, below.

7. Project Manager:

The Participating Agency's project manager for this Agreement is _____, unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

*Project Manager, Title
Participating Agency
Address
Address*

Contractor's project manager for this Agreement is Josh Hunt. No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

*Josh Hunt, General Manager
Hunt & Sons, Inc.
5750 So. Watt Avenue
Sacramento, CA 95829*

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

PARTICIPATING AGENCY:

Name, Title

HUNT & SONS, INC.:

Josh Hunt, General Manager

EXHIBIT "B"
LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on SACOG consultant contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are:

| | | |
|----------------------|------------------|-----------------|
| John Allard | Patrick Kennedy | Jeff Slowey |
| Christopher Cabaldon | Mike Kozlowski | Matt Spokely |
| Kim Douglass | Mike Leahy | Tom Stallard |
| Dan Flores | Rich Lozano | Darren Suen |
| Lucas Frerichs | Pierre Neu | Aleksandar Tica |
| Sue Frost | Tim Onderko | Brian Veerkamp |
| Jill Gayaldo | Susan Peters | Rick West |
| Bonnie Gore | Ricky Samayoa | |
| Shon Harris | David Sander | |
| Robert Jankovitz | Michael Saragosa | |
| Rick Jennings, II | Don Saylor | |
| Paul Joiner | Jay Schenirer | |

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

9/6/19
DATE

Joshua M. Hunt
(SIGNATURE OF AUTHORIZED OFFICIAL)

Joshua M. Hunt
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

HUNT & SONS, INC.
(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) **"Party"** means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) **"Participant"** means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) **"Agency"** means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) **"Officer"** means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) **"License, permit, or other entitlement for use"** means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) **"Contribution"** includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section,

returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811, (916) 322-5660.

EXHIBIT C

County of Sacramento
PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

PAYEE DATA RECORD
INSTRUCTIONS: Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 36%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.

TYPE
Check the boxes that apply to Sacramento County's payments to you
 Goods Services Medical Services Legal Services Rents/Lease Other

PAYEE INFORMATION
 NAME (as shown on your income tax return) HUNT & SONS, INC.
 TRADE NAME OR DBA (if different from line 1)
 MAILING ADDRESS (Number and Street or P.O. Box Number)
5750 South WITTAVE, P.O. Box 277670
 (City, State and Zip Code) Sacramento, CA 95827
 PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number, City, State and Zip Code)
P.O. Box 277670, Sacramento, CA 95827
 PAYABLE CONTACT INFORMATION (Name, Phone Number and Email Address)
Jacqueline SK995 916-383-7868 JSKAGGS@HUNTANDSONS.COM

FEDERAL TAX CLASSIFICATIONS & EXEMPTIONS
 Check appropriate federal tax classification
 INDIVIDUAL OR SOLE PROPRIETOR (SSN) PARTNERSHIP (FEIN) ESTATE OR TRUST (FEIN)
SSN is identify of an individual whose Proprietors by authority of CA Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 12088
CORPORATION (FEIN): (MARK ONLY ONE TYPE):
 C CORPORATION (FEIN) S CORPORATION (FEIN)
LIMITED LIABILITY COMPANIES (LLC):
 LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C-Corporation S-S Corporation P-Partnership) _____
 GOVERNMENT ENTITIES - Federal, State, and Local (including School Districts)
 EXEMPT (nonprofit) payee code if any _____ Exemption from FATCA reporting (see instructions on next page)

TAX ID NUMBER
 Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.
 SOCIAL SECURITY NUMBER _____ EMPLOYER IDENTIFICATION NUMBER 916-12121043210

RESIDENCY STATUS
 California Resident - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California (see Nonresident Withholding on next page)
 California Nonresident - Subject to State income tax withholdings (see Nonresident Withholding on next page)
 California Nonresident Exemption - To qualify for exemption, check one of the following:
 No services provided in California.
 A completed Franchise Tax Board Form 520 - (must be attached)
 A waiver of State withholding from Franchise Tax Board - (must be attached)
 CALIFORNIA SALES TAX PERMIT NUMBER _____ (required only for California nonresident vendors that charge California sales tax)

CERTIFYING SIGNATURE
 Under penalty of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number, and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a United States person (including a United States resident alien); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
 5. If facts change upon which this form are based, I will promptly notify the County of Sacramento.
 AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE (Type or Print) Joshua M. Hunt E-MAIL ADDRESS JHunt@HUNTANDSONS.COM
 SIGNATURE OF U.S. PERSON Joshua M. Hunt DATE 9/6/19 TELEPHONE NUMBER 916-383-4868

County of Sacramento

County of Sacramento
Payee Data Record
(REV Apr 2017)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietorship, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below.

From within the United States, call 1-800-852-5711
From outside the United States, call 1-916-845-8500
For hearing impaired with TDD, call 1-800-822-8268

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 9-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 558 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 851 Sacramento, CA 95812-0851
Telephone: (916) 845-4800
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money—reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow—expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address. In case there is a change in your staff, this payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to ePayables@acccounty.net and include: company name, contact person, email address and phone number.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-570) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide the correct Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 15046 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3405 of the Internal Revenue Code requires that we withhold 25% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 25% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6152 • email: W9@acccounty.net

County of Sacramento

Vendor ACH/Direct Deposit Authorization Form

Please Check One: NEW Direct Deposit CHANGE Direct Deposit CANCEL Direct Deposit

Vendor Information

Vendor Name: _____

Address: _____
Street Address Suite #

City State ZIP Code

Contact Name: _____ Title: _____

Business Phone: _____ Fax Number: _____

Remittance E-Mail Address: _____

Banking Information

Vendor's Bank Name: _____

Bank Address: _____
Street Address Suite #

City State ZIP Code

Bank Contact Name: _____

Primary Phone: _____ Fax Number: _____

ABA Routing No: _____ Account Number: _____

Account Type: Checking Savings
(Please check only one)

Vendor's Authorization

I certify that the information provided on this form is correct, and I hereby authorize County of Sacramento to electronically deposit payments to the bank account designated above and if necessary, to adjust or reverse a deposit for any entry made to this account in error. It is my responsibility to immediately notify County of Sacramento if I believe there is a discrepancy between the amount deposited to the bank account above and the amount of the invoice(s) paid. I understand that I must notify County of Sacramento in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until County of Sacramento has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days. County of Sacramento will assume zero overdraft liabilities for this activity.

Authorized Signature: _____ Title: _____

E-Mail Address: _____ Date: _____

AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

The County of Sacramento is now offering ACH (Automated Clearing House) payments for all our suppliers, service providers, and business partners.

Please complete each section of the following form including a copy of a voided check or bank authorization letter. The remittance advice will include statement-type information such as invoice numbers, account number, date and dollar amount for invoices.

The benefits to your company include:

- Saving time and money by reducing labor, expenses and risks associated with checks.
- Enhancing cash flow by expediting the receipt of cash and eliminating mail and paper check float.
- Conserving the environment by eliminating the printing and mailing of paper checks and utilizing secure electronic payments.

You may contact our Payment Services Unit at ach@saccounty.net to return the forms electronically or if you have any questions pertaining to this payment option. A thorough verification process will be completed prior to approval of ACH payments and all updates or changes require management authorization. All ACH payments will comply with the security standards of the NACHA Operating Rules. The confidentiality of banking information is secured and stored on our secured network systems.

The County of Sacramento appreciates your products, services, and business relationship. We look forward to providing your company with this new and more efficient payment option.

EXHIBIT D – SACOG REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

| Type of Expense | Required Supporting Documentation for <u>Sub-Recipient Invoices</u> | Required Supporting Documentation for <u>Contractor/ Sub-Contractor Invoices</u> |
|--|---|---|
| Labor Costs | <input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate | <input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate |
| Travel Costs | <input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below: | <input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below: |
| Mileage | <input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred. | <input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred. |
| Meals, Incidentals, Transportation & Lodging | <input type="checkbox"/> <u>Itemized receipts for all meals/incidentals. Will only reimburse up to state set grant rates.</u> <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided. | <input type="checkbox"/> <u>Itemized receipts for all meals/incidentals. Will only reimburse up to state set grant rates.</u> <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided. |
| Indirect/Overhead Charge | <input type="checkbox"/> Approval of indirect rate from cognizant agency | <input type="checkbox"/> Approval of indirect/overhead rate from cognizant agency or <input type="checkbox"/> <u>Form 10-K (Consultant Certification of Contract Costs and Financial Management System.)</u> |
| Meetings Related Expenses | <input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement. | <input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement. |
| Other Expenses | <input type="checkbox"/> Detailed receipts | <input type="checkbox"/> Detailed receipts |
| In-Kind/Match | <input type="checkbox"/> Documentation supporting in-kind or other match. <input type="checkbox"/> If staff time is used for match, follow "labor costs" documentation requirements. <input type="checkbox"/> If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding. <input type="checkbox"/> If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.) | N/A |
| Procurement Documentation | <input type="checkbox"/> Copy of procurement documentation showing compliance with procurement regulations for type of funding passed through. | N/A |
| Proof of Payment | <input type="checkbox"/> Copy of cancelled check showing proof of cleared payment | N/A |

ATTACHMENT 2
Fuel Procurement Sub-Agreement with Hunt & Sons, Inc.

FUEL PROCUREMENT SUB-AGREEMENT
between
Hunt & Sons, Inc. and Citrus Heights Water District

THIS FUEL PROCUREMENT AGREEMENT (the "Agreement"), is made and entered into this 19th day of February, 2020, by and between the *Citrus Heights Water District*, an Irrigation District (hereinafter "Participating Agency"), and *Hunt & Sons, Inc.*, a *California Corporation* (the "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated September 1st, 2019 to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements:

(a) Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder.

5. Additional special terms and conditions are included as Exhibit B.

6. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the

U.S. mail, certified, return receipt requested, addressed to Contractor at the address set forth next to its signature, below.

7. Project Manager:

The Participating Agency's project manager for this Agreement is David Gordon, unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

*David Gordon, Director of Operations
Citrus Heights Water District
P.O. Box 286
Citrus Heights, CA 95611*

Contractor's project manager for this Agreement is Josh Hunt. No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

*Josh Hunt, General Manager
Hunt & Sons, Inc.
5750 So. Watt Avenue
Sacramento, CA 95829*

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

CITRUS HEIGHTS WATER DISTRICT:

Hilary Straus, General Manager

HUNT & SONS, INC.:

Josh Hunt, General Manager

Exhibit A

| Category B - ULS Diesel #2 Margin | Bulk Fuel Storage (# of Tanks) - (Gallons) | EST. ANNUAL USAGE | THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29TH, 2019 | BIDDER'S MARGIN | DELIVERY POINT DIFFERENTIAL | BOBTAIL DIFFERENTIAL | Estimated Price Per Gallon (excluding taxes) |
|--|--|-------------------|---|-----------------|-----------------------------|----------------------|--|
| Citrus Heights Water District | | 7,000 | 2.6817 | (0.0140) | | | \$ 2.7217 |
| Bobtail Differential | | | | | | 0.049 | |
| Corporation Yard, 6230 Sylvan Road, Citrus Heights, CA 95610 | One - 1,000 (AG) | | | | 0.054 | | |

EXHIBIT B

SPECIAL PROVISIONS

1. GENERAL DESCRIPTION

This specification describes the Product to be furnished and delivered under this Solicitation. The District's Corporation Yard possesses an above-ground diesel fuel storage tank that requires filling on a periodic basis as detailed below in Section 3, "Quantity."

2. PRODUCT

The following specification provides the requirements for Diesel Fuel, Type 2-D suitable for use in diesel engines operating in industrial and heavy mobile (vehicle) service:

Diesel Fuel, Type 2-D

1. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4144.
2. Fuel shall meet the requirements of Low Carbon Fuel Standards (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Sub-article 7 of California Code of Regulations (CCR), Sections 95480 through 95490 (collectively referred to as "LCFS") applies to any transportation fuel, as defined in section 95481, that is sold, supplied, or offered for sale in California, and to any person who, as a "regulated party" defined in section 95481 and specified in section 95484(a), is responsible for transportation of fuel in each calendar year.

3. QUANTITY

The estimated quantities for the Products listed on the Bid Schedule may vary with the actual demands of the District. The District's annual estimate is:

Diesel Fuel, Type 2-D (Non-Dye): 7,500 gallons

The diesel tank should be filled every two weeks as part of a "keep full" service. The estimated individual delivery quantity is 300 gallons of diesel. The individual tank capacity is 1,000 gallons, and 1,000 gallons is the maximum diesel quantity ordered at one time. In addition to the regularly scheduled deliveries, District staff may phone in orders on an as needed basis over the course of the contract period. Quantities listed may be increased or decreased to meet the requirements of the District during the contract period. No minimum is guaranteed. The District reserves the right to procure the fuel from other firms in the event the Contractor fails to perform.

4. QUALITY ASSURANCE

- A. The delivered Gasoline Product shall be inspected and tested according to the methods specified in active standard ASTM D4814 and CCR, Title 13, Division 3, Chapter 5, Article 1.
- B. The delivered Diesel Product shall be inspected and tested according to the methods specified in active standards, ASTM D5453 for sulfur, D5186 for aromatics and other test methods specified in ASTM D975.
- C. Contractor shall ensure that Product complies with all Federal, State Laws, and regulations applicable to Diesel (Type 2-D).

5. PRODUCT TESTING

During the term of this Contract, the District may elect to sample fuel at any time it is delivered. This sampling will be taken by District personnel with the cooperation of the delivery personnel. The sample will be tested by an independent third party laboratory and a report will be issued to the District-designated contact.

For each occurrence that the fuel testing reveals that non-compliant fuel was delivered to the District, the Contractor shall, at its sole cost and expense, replace the noncompliant fuel with fuel meeting the specifications stated in this Contract and pay for subsequent independent testing to ensure the quality of the fuel. If the District incurs a fine or any other cost or expense relating to the Contractor's delivery of non-compliant fuel, the Contractor will reimburse the District for the payment of the fine or other costs and expenses related to delivery of non-compliant fuel, including the cost of independent testing, and shall indemnify, hold and save harmless the District, and its directors, officers, employees and agents, respectively, against all suits or claims that may be related to such fines in accordance with the provisions of this Contract. On the third such occurrence, the District, at its sole option, may elect to terminate the Contract immediately.

6. PROGRAM MANAGER

The term "Program Manager" is defined as the District's designated staff member who will provide oversight of the Program for the entire service agreement and is responsible for ensuring that all work is provided by the Contractor.

The success of a program relies on both verbal and written communication between the Contractor and the District. The Contractor shall be responsible for coordinating:

- 1) Each site visit with the Program Manager;
- 2) Engage in a service discussion with the Program Manager before and after each routine and/or specialized service; and

- 3) Provide a copy of a service provided work order form, which addresses the type of service provided and any issues discovered.

The Contractor shall maintain routine bimonthly schedule as determined by the Contractor and the Program Manager.

The Contractor shall observe all safety precautions throughout the performance of this agreement. The Contractor shall comply with the applicable requirements of federal and state law and regulations, and City ordinances and policies. Should there be conflict between applicable regulations; the Contractor should notify the Program Manager before action is taken. In all activities, the Contractor shall strive for practices and procedures that maximize the protection of the public, employees and the environment.

7. DELIVERY

Deliveries shall be made to all prescribed locations as requested by the Program Manager or designee, Monday through Thursday, 6:30 a.m. to 5:00 p.m., to fill as needed (response time for emergency orders shall be delivered within 24 hours). Contractor shall deliver fuel to a 1,000-gallon District fuel storage tank.

8. DELIVERY LOCATION

The District's delivery location is the following:

Citrus Heights Water District Corporation Yard
6230 Sylvan Avenue
Citrus Heights, CA 95610

9. EMERGENCY PRODUCT DELIVERY

If, in the event that unforeseen circumstances should create a fuel shortage and/or a priority delivery schedule, the Contractor agrees that the District will be guaranteed a first delivery priority of fuel to maintain all service vehicles in unrestricted operational status. The successful bidder will furnish emergency fuel deliveries within 24 hours from receipt of order.

In rare instances, remote emergency delivery to a project site within the District's jurisdiction may be required. The District's jurisdiction encompasses nearly 13 square miles.

10. SPILLAGE

The District has a "zero leakage" policy for fuel transfer operations. The Contractor shall provide equipment and training of truck drivers to minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel. In the event of leakage or spillage, it shall be the Contractor's responsibility to effect immediate containment, clean up, disposal and restoration activities in accordance with applicable laws and regulations and

subject to the District's satisfaction. All material associated with any clean-up operation, such as spent absorbent, will be removed by the Contractor.

Contractor shall be responsible and held liable for all losses, damages and penalties that may be sustained by the District or imposed by an outside agency as a result of any leakage or spillage. All such spills and leaks shall be immediately reported to the District.

11. CONTRACTOR RESPONSIBILITY

- A. Contractor shall be required to provide a copy of the OPIS PAD Report for Sacramento, California Rack for the requested Product(s), for any period during the Contract term, at the request of District, for the purpose of price verification.
- B. Contractor shall pass along to the District any and all rebates, allowances or other price reduction incentives being offered to its customers, including any pass through incentives from refineries.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : SACRAMENTO GROUNDWATER AUTHORITY UPDATE
STATUS : Study Session
REPORT DATE : February 6, 2020
PREPARED BY : David Gordon, Director of Operations

District and Sacramento Groundwater Authority staff will conduct a presentation on the Sacramento Groundwater Authority.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A TASK ORDER
AGREEMENT WITH IB CONSULTING, LLC FOR FINANCIAL SERVICES
STATUS : Action Item
REPORT DATE : February 3, 2020
PREPARED BY : Susan Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Consider approval of a task order agreement with IB Consulting, LLC. (IB) for financial services.

BACKGROUND AND ANALYSIS:

During the past year, CHWD has been working with IB to complete several components of the District's updated Financial Model, such as groundwater rate analysis, capital improvement funding, and operating and maintenance funding. CHWD staff has leveraged IB's financial data compilation and analysis work and resources to complete assigned projects in a timely and effective manner.

As CHWD maintains a small staff, utilizing contract resources such as IB, to complete complex special projects is essential to keeping ongoing operating expenses down, while assuring that the resources are available as required and on an as-needed basis to complete projects in a timely and effective manner. While CHWD leverages IB, staff works closely to provide oversight and ensure that projects are completed as directed.

IB's staff is experienced and knowledgeable in financial consulting to local government in California, and has an in-depth understanding of the challenges involved in the water industry. Their work product is carefully reviewed for completeness and accuracy before delivery to CHWD.

It is recommended that CHWD formalize a task order style professional services agreement with IB. The task order style agreement is structured to offer the options of a Time-and-Materials/Hourly Billable arrangement or Project Basis/Not-to-Exceed (NTE) amount with a defined scope of work, schedule, and a not-to-exceed budget, consistent with other task order style agreements maintained by CHWD. The term of the updated agreement is ongoing, but includes a fifteen (15) day termination provision by either party without cause.

Funding for the various services covered in the agreement are budgeted for in the 2020 Operating Budget. Work performed will be subject to the availability of budgeted funds.

RECOMMENDATION:

Approve the task order agreement with IB Consulting, LLC., and authorize the General Manager to execute the agreement.

ATTACHMENT:

Professional Services Agreement for Finance Support Services

ACTION:

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

**CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR FINANCIAL PLANNING AND ANALYSIS SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into as of February 19, 2020 by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 ("District") and IB Consulting LLC ("Consultant") with its principal place of business at 31938 Temecula Parkway Ste. A #350, Temecula, CA 92592. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS.

I. I District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

1.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the District and Consultant ("Task Order"). Consultant represents that it is experienced in providing all of the professional services listed in the scope of services provided for in Exhibit "A" to public clients, is licensed in the State of California, and is familiar with the plans of District.

1.3 Project. District desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a "Project" under this Agreement).

2. TERMS.

2.1 Scope of Services and Term.

2.1.1 General Scope of Services. Consultant agrees to furnish to the District labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, to provide financial planning, cost of service analyses, rate design, cost allocation plans, and fee design services to the District for the Project ("Services"). The types of Services to be provided are generally described in Exhibit "A," attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District's General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and, as is consistent with the generally accepted professional standard of care, applicable local, state and federal laws, rules and regulations.

2.1.2 Term. The term of this Agreement shall continue in force for a period of one year from the date of execution. Upon expiration thereof, this agreement will continue in force until either party notifies the other party in writing of its intent to terminate this agreement as outlined in Section 3.5.1. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

2.2 Responsibilities of Consultant.

2.2.1 Control and Payment of Subordinates: Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). Consultant shall be required to commence work within five (5) calendar days, or as soon thereafter as reasonably practicable, of receiving a fully executed Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

2.2.4 RESERVED.

2.2.5 District's Representative. The District hereby designates the General Manager, or designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or designee.

2.2.6 Consultant's Representative. Consultant hereby designates Habib Isaac, Principal/Managing Partner, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority

to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. 1B Consulting LLC. may recommend a new Consultant Representative subject to the approval of the District.

2.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants, and other staff at all reasonable times.

2.2.8 Standard of Care: Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City of Citrus Heights Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

2.2.9 Laws and Regulations. Consultant shall keep itself informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including applicable Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all of its violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. It is understood, however, that various laws, rules, and regulations are subject to varying and sometimes contradictory interpretation. Where there are conflicting interpretations in laws, rules or regulations, the more stringent interpretation shall be applied. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of Consultant's failure or alleged failure to comply with such applicable laws, rules or regulations.

2.2.10 Insurance.

2.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that 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 provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

2.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event Consultant is self-insured, Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability (Errors and Omissions)*: professional liability or Errors and Omissions insurance appropriate to its profession.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and (4) *Professional Liability (Errors and Omissions)*: One Million Dollars (\$1,000,000) per claim and aggregate (errors and omissions).

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. Defense costs shall be payable in addition to the limits.

2.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents, and volunteers or shall specifically allow Consultant to waive its 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 sub consultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant' s scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its 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 sub consultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) Professional Liability (Errors and Omissions). This insurance shall include or be endorsed to include contractual liability for negligence only and applicable to this Agreement and shall be written on a policy foml coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must 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) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; 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.

2.2.10.4 Separation of Insureds: No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

2.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

2.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VII, 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, and satisfactory to the District.

2.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.2.10.8 Sub consultants. Consultant shall not allow any subcontractors or sub consultants 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 sub consultants 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 sub consultants.

2.2.10.9 Compliance with Coverage Requirements. 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 terminate this Agreement for cause.

2.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall exercise usual and customary professional care in its efforts to be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures. Nothing herein shall be construed as establishing any responsibility or obligation on the part of the Consultant for jobsite safety issues, programs, or precautions or anyone but its own employees and sub consultants for whom it is legally responsible.

2.3 Fees and Payments.

2.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A," attached hereto and incorporated herein by reference. The total compensation for all Task Orders completed in the scope of this Agreement shall not exceed \$74,500.00. The total compensation per Task Order shall be set forth in the relevant Task Order, and Consultant shall be compensated in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to-Exceed (NTE) amount. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

2.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall reference the relevant Task Order and describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

2.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under the relevant Task Order as detailed in Exhibit B or otherwise in writing by District.

2.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative. Where Extra Work is deemed merited by the District, an

Amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

2.3.5 Prevailing Wages. Consultant is aware of the requirements of California 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. 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 One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers 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.

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 sub consultants 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 sub consultants, 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.

2.4 Accounting Records.

2.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2.5 General Provisions.

2.5.1 Termination of Agreement.

2.5.1.1 Grounds for Termination. Either party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least fifteen (15) business

days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation.

2.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) business days of the request.

2.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

2.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Citrus Heights Water District
P.O. Box286
Citrus Heights, CA 95611
Attn: Susan Sohal, Director of Finance and
Administrative Services

Consultant

Habib Isaac, Principal/Managing Partner
1B Consulting, LLC.
31938 Temecula Parkway Ste. A #350
Temecula, CA 92592

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

2.5.3 Ownership of Materials and Confidentiality.

2.5.3.1 Documents & Data: Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk.

2.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District. This section shall not restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if disclosure is reasonably necessary for the Consultant to defend itself from any suit or claim.

2.5.4 Cooperation: Further Acts. The Parties shall reasonably cooperate with one another, and shall take additional acts or sign additional documents as may be reasonably necessary, appropriate or convenient to attain the purposes of this Agreement. The Consultant shall not be required to execute any documents or take any acts that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

2.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

2.5.6 Indemnification.

2.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in

enforcing the indemnity herein provided, including correction of errors or omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

2.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

2.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

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

2.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

2.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

2.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.5.13 Construction: References: Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

2.5.14 Amendment: Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

2.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

2.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

2.5.17 Invalidity: Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

2.5.18 Prohibited Interests. Consultant maintains 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 maintains 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 provision, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, 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.

2.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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.

2.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

2.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party maintains that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

2.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

SIGNATURE PAGE
TO
CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR FINANCIAL PLANNING AND ANALYSIS SERVICES

CITRUS HEIGHTS WATER DISTRICT

IB CONSULTING, LLC.

By: _____

Hilary Straus
General Manager

Date: _____

By: _____

Habib Isaac
Principal/ Managing Partner

Date: _____

EXHIBIT II AII
SCOPE OF SERVICES

Services may include financial planning, cost of service analysis, and the development or updating of rates associated with customer billing, wheeling, water transfers, capacity fees, and any other fees or charges imposed by the District for cost recovery. All analysis will be performed by IB Consulting at an hourly rate equal to \$195/ hour for the term of this agreement. Reimbursable expenses will include all mileage and travel expenses associated with attendance at in-person meetings requested by the District. IB Consulting will bill the District on a monthly basis for all time and applicable reimbursable expenses.

**EXHIBIT "B" SAMPLE
TASK ORDER FORM**

TASK ORDER

Task Order No. __ (YEAR - ##)

Contract: Agreement for Financial Planning and Analysis Services with Citrus Heights
Water District

Consultant: IB Consulting, LLC.

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: (Please provide if any.)

Compensation Form: \$195 per hour

Reimbursements: Mileage and all travel expenses to attend in-person meetings requested by the District

Dollar Amount of Task Order: Not to exceed\$. ____

Completion Date: _____

The undersigned consultant hereby agrees that it will provide all labor, equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Citrus Heights Water District

Consultant

Dated:

Dated:

By: _____

By: _____

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : DISCUSSION & POSSIBLE ACTION TO UPDATE EASEMENT POLICY
 STATUS : Action Item
 REPORT DATE : February 4, 2020
 PREPARED BY : Missy Pieri, Director of Engineering/District Engineer
 Josh Nelson, Assistant General Counsel

OBJECTIVE:

Consider updates to the District’s easement policy regarding obtaining subordinations for new District easements.

BACKGROUND AND ANALYSIS:

Easement Policy No. 5550 (Policy) was recently updated at the September 18, 2019 Board Meeting to ensure the District follows fair and consistent protocol on easement acquisition. As the protocol has been used over the last several months to obtain easements from residential homeowners for the District’s water main replacement projects, there has been discussion among staff and the General Counsel’s office on the need for obtaining a subordination on properties that are encumbered by a mortgage. Currently, the Policy does not provide specific direction on the matter. To that end, the District has generally not obtained a subordination on easements granted to it.

A subordination ensures that the new District easement is senior to any existing mortgage. Without this protection, the easement would be eliminated in the event of a foreclosure.

Obtaining a subordination requires consent between the property owner and the lender; which can sometimes be difficult. The document approving the subordination must also be acknowledged by a notary and recorded in the official county records. The level of effort to obtain a subordination may need to be considered on a case-by-case basis, depending on the level of risk the District is willing to take. For example, an easement for a vital water main serving multiple properties may justify the work and expense for a subordination. By contrast, an easement for a private service to the burdened property most likely would not.

Staff recommends that the Board consider amending Policy No. 5550 “Easements” to include direction on when and when not to obtain subordinations for new easements. The proposed policy shall require obtaining a subordination when easements facilitate or provide service to more than the burdened parcel or when deemed necessary or advisable.

RECOMMENDATION:

Amend District Operations Policy No. 5550, Easements, to include direction on Subordinations.

ATTACHMENT:

District Operations Policy No. 5550, Easements

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : OPERATIONS
POLICY TITLE : EASEMENTS
POLICY NUMBER : 5550
DATE ADOPTED : ~~September 18, 2019~~ February 19, 2020
DATE AMENDED : March 18, 1997, September 18, 2019
AUTHORITY :

5550.00 EASEMENTS

Water distribution and transmission facilities to be owned and maintained by Citrus Heights Water District shall be located in easements granted to and for the exclusive use of the District unless otherwise located within road rights-of-way or public utility easements (PUE) dedicated to the County or City.

5550.01 Granting of Easement

Facilities requiring easements shall be identified by the District Engineer in the project planning stages. A Grant of Easement document on the District's form shall be prepared by the project engineer and submitted for review prior to or concurrent with approval of the water distribution system plan. The signed Grant of Easement will be retained by the District subject to verification that the constructed facilities are contained within the described easement. Upon verification, the signed Grant of Easement shall be recorded at the County recorder's office.

District easements shall be for the sole and exclusive use of the District.

5550.02 Acceptance of Easement

Acceptance by the District of any interest in an easement granted to the District shall be via a Certificate of Acceptance by the General Manager who is given approval authority by the Board of Directors as stated in Resolution No. 08-2018 (Accept Interests in Real Property on behalf of the District).

5550.03 Abandonment or Quitclaim of Easement

In the event it is determined by the District that it has no current or future interest in a District easement, said easement may be abandoned by execution of a Quitclaim Deed on behalf of the District. Abandonment of a District easement shall be by adoption of a Resolution by the Board of Directors and execution of a Quitclaim Deed by the Board President.

5550.04 Easement Encroachment

The District, by virtue of its ownership of water transmission and distribution facilities in public utility easements (PUE) and District easements, has the right to unimpeded access

to its facilities for construction, reconstruction, operations, and maintenances purposes. The District has the right to expect that no structure or obstruction be placed within the easement in such a location as to hinder the District's access to its easement and/or facility. In the event that an obstruction must be removed in order for the District's employees to gain access to District facilities within an easement, the District shall not be obligated to replace or relocate said obstruction. Furthermore, the District reserves the right to seek reimbursement from the responsible property owner for costs associated with District removal of said obstruction.

5550.05 Recording of Easements and Quitclaim Documents

Upon acceptance of an easement granted to the District, said document shall be forwarded by the District to the County Recorder's Office for recording. The original recorded District easement document shall be returned to and retained by the District. Upon approval and execution of a Quitclaim Deed on behalf of the District, said document shall be forwarded by the District to the County Recorder's Office for recording. Upon District return receipt of the recorded Quitclaim Deed, the District shall retain a copy for its files and forward the original to the party to whom the easement was quitclaimed. The General Manager shall endeavor to obtain a subordination of any easement as deemed necessary or advisable. As a general rule, subordinations shall be obtained -when easements facilitate or provide service to more than the burdened parcel.

5550.06 Storage of Easements and Quitclaim Deeds

The original recorded District Easement documents and copies of the Quitclaim Deeds shall be stored in the District's administrative office vault. Copies of the documents may also be attached or included with any applicable project construction documentation.

5550.07 Mapping of Easements and Quitclaim Deeds

A general District map shall be prepared and maintained showing the location of District easements.

5550.08 Easement Database

The District's assessor's parcel information database shall denote the existence and recording data for District easements on a parcel by parcel basis.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 19, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A MEMORANDUM OF UNDERSTANDING FOR THE SACRAMENTO REGION WATER UTILITY COLLABORATION/INTEGRATION STUDY

STATUS : Action Item

REPORT DATE : February 18, 2020

PREPARED BY : Rod Wood, Retired Annuitant
Robert A. Churchill, Retired Annuitant
Rebecca Scott, Senior Management Analyst

OBJECTIVE:

Provide direction regarding the Memorandum of Understanding for the Sacramento Region Water Utility Collaboration/Integration Study.

BACKGROUND AND ANALYSIS:

In an effort to explore regional collaboration opportunities, the Sacramento Suburban Water District (SSWD) Board of Directors approved implementing a Water Management/Re-Organization Ad Hoc Committee (Committee) with the San Juan Water District (SJWD) in May 2018.

The initial Committee meeting was held in October, 2018. The Committee directed the SSWD and SJWD General Managers to extend an invitation to all General Managers in the Sacramento Region with the objective of identifying ways the agencies can become more efficient by working together to minimize cost to their customers and optimize the use of their water supplies, personnel, equipment, infrastructure and other resources, as well as improve their ability to influence state and federal policies.

The following agencies are participating in the ongoing discussions: SSWD, SJWD, Citrus Heights Water District (CHWD), Carmichael Water District, Rio Linda / Elverta Community Water District, Del Paso Manor Water District, and the City of Folsom. The Fair Oaks Water District and the Orange Vale Water Company have chosen not to participate in the subject study at this time.

Throughout the meetings of the General Managers, the agencies developed a Request for Proposals (RFP) for a Sacramento Region Water Utility Collaboration/Integration Study (Study). As part of the analysis, the selected consultant intends to identify opportunities for coordinating or integrating policies, programs, services, projects and activities to create efficiencies and achieve an overall cost benefit for the agencies' customers. The Scope of Work is intended to determine a range of alternatives, which include potential integration of selected projects, programs and services, including the potential of integration or consolidation of two or more of the agencies into a single organization.

In December 2019, five consulting firms responded to the RFP. Four of the five were selected to be interviewed on December 17, 2019 by the General Managers of the participating agencies. Upon conclusion of the interviews, the panel unanimously recommended to continue discussions with the Raftelis/Tully & Young (RTY) consulting firm.

The agencies met with RTY on January 22, 2020 to discuss components of the Study and refine the Scope

of Work. The final Scope of Work includes the list of tasks, the methodology for separately tracking costs related to collaboration and consolidation, and the estimated schedule. The proposed cost submitted by RTY is approximately \$194,000, which is under the original estimate of \$250,000. The cost allocation is based on the annual operating budget of each participating agency. CHWD's portion of the Study cost is \$33,500. Funding for the Study is allocated in CHWD's annual Operating Budget.

The Memorandum of Understanding (MOU) regarding the Study (Attachment 1) details the cost accounting, invoice payment schedule and RTY's ownership of the Study materials. The Professional Services Agreement with RTY is included as Exhibit 1 to the MOU. The Agreement includes the Scope of Work for the following: Project Initiation; an Assessment of the Utilities, their Services, Current Collaborations and Existing Approaches; Identification of Stakeholders and Development of a Communications Plan; Identification of Performance Measures; and Identification of Opportunities for Collaboration and Consolidation.

As the participating agencies are bringing this item before their respective Boards of Directors or City Councils this month, it is likely that RTY will start the Study during the first half of 2020 and complete it by the end of this calendar year.

SSWD will serve as the lead, or coordinating agency, for the Study. Once the Agreement is executed, SSWD will be responsible for project administration and will be the primary contact for RTY. The project will be overseen by a Management Committee composed of at least one executive or their appointed representative(s) from each of the participating agencies. RTY will meet with the Management Committee as necessary, but at least once to initiate the project, and then at the end of each activity phase. In addition, during the analysis phase of RTY's work, they will communicate with each agency's subject matter expert(s) as required.

RTY will present the results of each activity phase to an ad hoc committee of members of each Board of Directors or City Council of each of the participating agencies (three meetings total). RTY will also present the final results of the Study to a facilitated joint meeting of the Boards of Directors/City Councils of the agencies.

RECOMMENDATION:

Staff recommends that the Board discuss the Study and provide direction regarding the Memorandum of Understanding Regarding the Sacramento Region Water Utility Collaboration/Integration Study.

ATTACHMENTS:

1. Memorandum of Understanding Regarding Sacramento Region Water Utility Collaboration/Integration Study
 - a. Exhibit 1 - Professional Services Agreement between Sacramento Suburban Water District and Raftelis/Tully & Young
 - b. Exhibit 2 – Cost Allocation

ACTION:

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

DRAFT

MEMORANDUM OF UNDERSTANDING REGARDING SACRAMENTO REGION WATER UTILITY COLLABORATION/INTEGRATION STUDY

THIS MEMORANDUM OF UNDERSTANDING (“Amendment”) is made and entered into this ___ day of _____, 2020, by and between the Carmichael Water District, Citrus Heights Water District, Rio Linda/Elverta Community Water District, City of Folsom, Del Paso Manor Water District, Sacramento Suburban Water District, and San Juan Water District (individually, “Party” and collectively “Parties”).

TERMS

The above parties in consideration of the mutual promises set forth in this Amendment, agree as follows:

1. Selection of Consultant and Approval of Study. Sacramento Suburban Water District (SSWD) shall execute the Professional Services Agreement with Raftelis/Tully & Young to perform the Study. The Professional Services Agreement shall be substantially in the form as set forth in Exhibit 1 of this Amendment and incorporated by this reference.
2. Participation in Study. All parties to this Agreement shall agree to provide Raftelis/Tully & Young with the information necessary to prepare the Study.
3. Funding Provisions. The total estimated cost to complete the Study is estimated at \$194,264. The respective share of the cost for each Party to this Agreement are further described in Exhibit 2, attached hereto. Failure to timely remit a Party’s share of the funding may result in excluding that Party from the Study or suspension or termination of the Study at SSWD’s election. At the conclusion of the Study, SSWD will provide a final accounting to all Parties and return any unused share of Study funds to each Party based on each Party’s proportionate share. A not-to-exceed estimate of \$200,000 was established to allow for a contingency in the event of unanticipated expenses. SJWD’s expenses for this Study will include both wholesale and retail expenses, which will be accounted for per SJWDs standard cost allocation methodology.
4. Cost Accounting. Raftelis/Tully & Young shall separately track the expenses associated with the analysis of the option of consolidation/merger of two or more agencies in Work Activity 3, which is subject to a separate cost allocation that will be agreed to by the Parties.

5. Term. This MOU shall terminate upon completion of the Study and no later than December 31, 2020, except by mutual agreement of the Parties.
6. Ownership of Materials Related to Services. The Parties agree that any materials prepared and delivered by Raftelis/Tully & Young in the course of conducting the Study shall be considered works made for hire. All rights, title and interests of such materials shall be and are assigned to Sacramento Suburban Water District. The remaining Parties shall have an irrevocable, perpetual, non-exclusive license to use such materials for any purpose. Notwithstanding the foregoing, the Parties recognize that performance of Raftelis/Tully & Young hereunder will require the skills of Raftelis/Tully & Young and therefore, Raftelis/Tully & Young shall retain the right to use, without fee and for any purpose, such "know-how", ideas, techniques and concepts used or developed by Raftelis/Tully & Young in the course of conducting the Study for the Parties.
7. Dispute Resolution. If the Parties disagree on a specific issue and a tie vote ensues on a decision on that issue, the Parties shall meet and confer and negotiate in good faith to resolve the issue. If the Parties are unable to resolve the specific issue in dispute after good faith negotiations, they shall agree to engage an outside mediator to attempt to resolve the disputed issue.
8. Consultant Payment Schedule. SSWD shall pay all costs incurred under the Consultant Agreement according to the schedule set forth in Exhibit A, Appendix C of the Professional Services Agreement. SSWD shall forward all invoices for costs attributable to each Party within fifteen (15) days of receipt. Such Party shall promptly review the invoice and notify SSWD of any objections within thirty (30) days of transmittal of the invoice by SSWD. If a Party has no objections, SSWD shall pay the invoice from funds provided by that Party under the schedule set forth in Exhibit A, Appendix C.

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

Lynette Moreno
Interim General Manager
Carmichael Water District

Hilary Straus
General Manager
Citrus Heights Water District

Marcus Yasutake
Environmental and Water Resources Director
City of Folsom

John Lenahan
Board President
Del Paso Manor Water District

Tim Shaw
General Manager
Rio Linda/Elverta Community Water District

Dan York
General Manager
Sacramento Suburban Water District

Paul Helliker
General Manager
San Juan Water District

EXHIBIT 1

Professional Services AGREEMENT

DRAFT

PROFESSIONAL SERVICES AGREEMENT BETWEEN SACRAMENTO SUBURBAN WATER DISTRICT AND RAFTELIS/TULLY & YOUNG

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Sacramento Suburban Water District (hereinafter referred to as "SSWD"), in conjunction with six neighboring water supply agencies in the Sacramento Region; Carmichael Water District, Citrus Heights Water District, City of Folsom, Del Paso Manor Water District, Rio Linda/Elverta Community Water District and San Juan Water District (collectively, "Agencies"), and Raftelis/Tully & Young, (hereinafter referred to as "Consultant").

RECITALS

SSWD requires the services of Consultant to: See attached Scope of Work as Exhibit A.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and facilities necessary to timely perform the services described in this Agreement. Consultant acknowledges that Agencies have relied upon said warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, SSWD and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

- 1. Retention as Consultant.** SSWD hereby retains Consultant on behalf of Agencies, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below and subject to the terms and conditions contained in this Agreement.
- 2. Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. In no event shall Consultant, or its agents, representatives, employees, consultants, contractors or subcontractors be considered an officer, agent, servant or employee of the SSWD or Agencies. Consultant shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance of the services under this Agreement.
- 3. Description of Services.** Consultant shall provide professional services to identify ways the Agencies can become more efficient in working together to

deliver water services to our communities; look for ways to expand coordination and cooperation as well as identify opportunities for integrating programs, services, and activities to create efficiencies, improve results and achieve an overall cost benefit to the community; and study the potential of service coordination and integration as more particularly set forth in Exhibit "A" attached hereto.

4. Consultant's Responsibilities. In the performance of services under this Agreement, Consultant shall:

(a) Diligently perform all services required under this Agreement and continuously furnish the necessary personnel to complete such services in a timely manner;

(b) Perform all services under this Agreement in a manner commensurate with industry, professional, and community standards in Consultant's profession;

(c) At its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted;

(d) Obtain and keep in effect during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession and to provide the services under this Agreement;

(e) Be readily available to the Management Committee to answer any and all questions, inquiries and correspondence from Agencies or interested persons referred to Consultant by the Management Committee related to the performance of the services under this Agreement;

(f) Discuss and review all matters related to the performance of services under this Agreement with the Management Committee in advance of all critical decision points in order to ensure the work proceeds in a manner consistent with the Agencies' goals and policies; and,

(g) Consultant shall keep and maintain records and invoices related to services provided under this Agreement for a minimum period of three (3) years from the date of final payment to Consultant, or for a longer period as may be required by law. Such records and invoices shall include, but not be limited to, financial records, time sheets, work progress reports, bills and project records. All such records and invoices shall be clearly identifiable, and organized in a reasonable manner.

- (1) Consultant shall make such records and invoices immediately available to SSWD or Agencies upon delivery of a written request to examine, audit, or copy such records and invoices.
- (2) Within three (3) business days of the delivery of a written notice by the Management Committee, Consultant shall prepare and submit a written report to SSWD, with copies for all of the Agencies, identifying the work in progress, charges incurred to date, and the anticipated cost of completion.
- (3) Consultant shall give SSWD thirty (30) days written notice of its intent to destroy or otherwise dispose of the records and invoices to allow SSWD or Agencies an opportunity to take possession.

5. Compensation and Payment.

(a) The total compensation payable by SSWD to Consultant for services described in this Agreement **SHALL NOT EXCEED** the sum of \$194,264.00 (hereinafter "not to exceed amount" detailed in "Exhibit A, Appendix C") excluding any subsequently agreed to tasks per Optional Task 4 (see "Exhibit A, Appendix B"), except for such extra services as may be authorized pursuant to Section 6 below. Compensation shall be earned as provided in "Exhibit A, Appendix D".

(b) SSWD shall pay Consultant no later than 30 days after SSWD receives and verifies a written invoice from Consultant in a form satisfactory to the Management Committee. At a minimum, Consultant's invoice shall contain a description of the services performed and/or the specific task completed from Exhibit "A". Consultant shall not submit invoices to SSWD more frequently than once a calendar month.

(c) The compensation set forth in this Agreement shall constitute the total compensation for all costs of the services provided by Consultant, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, typing, duplication, computer time, and any and all other costs, expenses, and charges incurred by Consultant, its agents and employees to provide the services described in this Agreement.

6. Extra Services. Consultant shall provide, and SSWD shall pay for, such extra services agreed to in writing by the parties that are not reasonably included within the services described in Section 3 above. The total cumulative compensation for all extra services under this Agreement (excluding the costs for any optional tasks detailed in "Exhibit A, Appendix B" that are subsequently agreed to) shall not be more than 10% of the not to exceed amount.

7. **Term.** The term of this Agreement shall commence on date this agreement is executed by both parties and extend for a period of nine months from the date of execution. The term may be extended by mutual agreement of both parties. For a detailed schedule please see “Exhibit A, Appendix E”.

8. **Termination by SSWD or Agencies.** Upon thirty (30) calendar days written notice to Consultant, SSWD or Agencies may terminate any portion or all of the services described in this Agreement. In the event of such termination, Consultant shall have the right and obligation to immediately assemble all work in progress for the purpose of winding up the terminated services. All compensation for actual work performed and charges outstanding at the time of termination shall be payable in accordance with Section 5(b) above.

9. **No Assignment.** No portion of this Agreement shall be assigned or subcontracted by Consultant without SSWD’s or Agencies’ express written consent. The term “assignment” shall include any sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or party to a joint venture, which results in a change of control of Consultant. Control means fifty percent or more of the voting power, or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

10. **Project Manager.** Consultant’s services under this Agreement shall be performed under the general direction of a Management Committee comprised of representatives from the Agencies, Dan York, or such person as the Agencies may designate.

11. **Ownership of Documents.** All drawings, designs, data, photographs, reports and other documentation prepared or obtained by Consultant in the performance of the services contemplated by this Agreement shall be the property of the Agencies and shall be delivered to the Agencies upon demand.

12. **Confidentiality.** Consultant shall not disclose confidential or proprietary information or knowledge received directly or indirectly from the Agencies to anyone other than Consultant’s employees necessary to perform the services described in this Agreement. This obligation shall survive termination and remain in full force and effect until the records kept and maintained pursuant to Section 4(g)(3) above, and any copies thereof, are destroyed or returned to the Agencies.

13. **Hold Harmless and Indemnity.** Consultant agrees to defend, indemnify and hold Agencies, their elected officials, officers, directors, employees, agents and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees and/or court costs, caused by (a) the negligent or grossly negligent acts or

willful misconduct of Consultant or (b) the failure by Consultant to properly perform under this Agreement, except for the gross negligence and willful misconduct of Agencies, their elected officials, officers, directors, employees, agents and designated volunteers.

In addition to the above indemnification obligations, Consultant shall correct, at its own expense, all errors in the services provided. Should Consultant fail to make such correction in a timely manner, Agencies shall make the correction and charge the cost thereof to Consultant.

14. Insurance. For the duration of this agreement, Consultant shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit "B" attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work to provide the services described in this Agreement by Consultant, its agents, representatives, or employees. Consultant agrees to comply with any changes in the amounts and terms of such insurance as may be required from time to time by the Agencies, upon reasonable written notice.

15. Acceptance of Final Payment. Consultant's acceptance of final payment made under this Agreement, by negotiating SSWD's check or otherwise, shall release SSWD and Agencies from all claims and liabilities for compensation under this Agreement.

16. Acceptance of Work. The approval, payment and/or acceptance of the work or services performed under this Agreement by SSWD, shall not constitute or be deemed a release of the responsibility or liability of Consultant, its agents, employees, consultants, contractors, and/or subcontractors for the accuracy and competency of the services performed and/or information provided under this Agreement; nor shall such action be deemed an assumption of Consultant's responsibility or liability by SSWD or Agencies for any defect or error in Consultant's services.

17. Waiver; Remedies. A party's failure to insist upon the strict performance of any provision of this Agreement by the other party ("breaching party"), irrespective of the length of time for which such failure continues, shall not constitute a waiver of the non-breaching party's right to demand strict compliance in the future. A waiver shall not be effective or binding unless made in writing by the non-breaching party, and may not be implied from any omissions by the non-breaching party. A written waiver shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Agreement.

All of the remedies permitted or available under this Agreement, or at law or in equity, shall be cumulative and alternative, and the invocation of any such right or

remedy shall not constitute a waiver or election of remedies with respect to any other available right of remedy.

18. Notice. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail with copies for all Agencies, postage prepaid, and addressed as follows:

TO SSWD: Attention: Dan York
 General Manager
 Sacramento Suburban Water District
 3701 Marconi Avenue
 Sacramento, California 95821

TO CONSULTANT: Raftelis _____

Seth Garrison _____

Either party may change such address or contact person by written notice by registered mail to the other.

19. Conflict of Interest. Consultant is unaware of any Agency employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage, or accept any financial interest in Consultant's business by any Agency employee or official.

20. Construction of Language. The provisions of this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions and have them reviewed by legal counsel. The parties agree that any ambiguities in construing or interpreting this Agreement shall not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language of this Agreement and an attachment hereto, the language of the Agreement shall control.

21. Non-Exclusive Agreement. SSWD and Agencies reserve the right to engage other consultants in connection with the services described in this Agreement.

22. Entire Agreement. This Agreement, including the attachments hereto, supersede any other agreements, either oral or written, between the parties with respect to the described services, and this Agreement contains all of the covenants

and agreements between the parties with respect to said services. Any modification to this Agreement must be in writing and signed by both parties.

23. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have caused this Agreement to be executed on the date first written above.

CONSULTANT:

By:
Title:

SSWD:

Dan York
General Manager

Exhibits and Further Attachments:

- Exhibit A – Scope of Work (includes Appendices A through E)
- Exhibit B – Insurance Coverage, Amounts and Terms
- Exhibit C – Problem Statement (from RFP)
- Exhibit D - Appendices

Exhibit A

SCOPE OF WORK

REQUESTED SCOPE OF WORK:

1. SERVICES DESIRED:

SCOPE OF WORK ACTIVITY 1

Describe the Current Environment

Task 1.1: Project Initiation

We will use the kick-off meeting to identify important project outcomes and, more importantly, to create a shared vision with engagement. This will happen through the creation of a Collaboration Steering Committee, or Management Committee as described in the RFP, that will be charged with developing a mission statement, key tasks and milestones, and non-negotiables, and identifying potential areas for cooperation.

The Committee will help identify goals related to potential service delivery and successes to build on – this becomes common ground to talk about the development of models of collaboration.

It's critical that the Committee help identify what areas we should focus on outside of the water resource areas, and what areas may be too challenging to attempt right away. The nexus of effort and reward will guide which areas to address first. Quick wins are often better to attempt in the beginning than hard-fought big wins. We will use the Committee to identify the right participants and will maintain communication to ensure all parties are represented and their opinions are reflected in the outcome. By being inclusive at the outset, we will create transparency and advocacy that will help manage change in later phases.

Our team will develop a project plan including an organizational chart and timeline, and a charter to clearly identify expectations, goals, in-scope and out-of-scope activities, success factors and potential risks, key participants, and constraints. Getting buy-in on the project plan and charter from stakeholders and the Committee will be a critical success factor.

Task 1.2: Describe the Utilities and Inventory Services Offered by Each

A big part of collaboration is understanding what each party does and how they do it. In this task, our team will review and document how each organization operates, including size, structure, governance, and most importantly, culture. Our team has found that simply knowing what services are provided is insufficient. We need to know how the entities do business.

Task 1.3: Understand Current Collaborations

Our team will document the current collaborations and understand how they are working. This exercise will allow us to help the agencies understand what is working and what's not working. The lessons learned will be critical for future tasks.

Task 1.4: Document Existing Information and Approaches

Our team will collect baseline organization, financial and operational information for each agency through a structured process using an information collection template, augmented by follow-up contact with each agency to clarify data. This information will include items such as, but not limited to, the following listed in Appendix A to this document.

Task 1.5: Identify Stakeholders and Develop Communications Plan

Organizations are made up of people, and it's vital to understand the impact change will have on customers, governing bodies, disadvantaged communities, and the workforce. Our team will identify stakeholders and map their interest so we can ensure that we maintain trust, reciprocity, and effective communication.

After identifying and mapping stakeholders, our team will develop a communications plan to ensure that the agencies speak with one voice and through a designated spokesperson when discussing the project with stakeholders.

Further, once the project plan is defined and approved by the Committee; the Participating Agencies may invite other regional agencies to participate. The development of the project plan will include a method to gauge the interest of other governments/utilities that will be used to define how successful participation will be measured. Our team will develop a presentation that can be used to make other stakeholders aware of the project and invite them to participate, as desired.

Other utilities that are customers of the participating entities that chose not to participate in the Study initially will be engaged through information sharing, as approved by the Committee, and will be encouraged to participate in the study. This process will include steps, such as, but not limited to the following:

- Gather available information from public domain sources (see Section 1.4 for examples).
- Meet with agencies to share information and determine where they may have interest in participating.
- Offer the agencies the ability to work through Raftelis to fill in information request gaps, and to participate in the Study. Should the agencies choose not to participate, the final work products of the Study will be shared with them, and they may participate in the presentations to the Ad-hoc Board committee.

Note: If Orange Vale Water Company and Fair Oaks Water District become participants, Raftelis reserves the right to revise the contract proportionately to accommodate the costs of additional analysis.

Task 1.6: Review and Revise Project Charter (Problem Statement)

Our team will work closely with the Committee to reevaluate the initial problem statements (see Exhibit C) defined by the Agencies and recommend any additions or edits as the project progresses, which we will reflect in the project charter.

SCOPE OF WORK ACTIVITY 2

Conduct Benchmarking

Task 2.1: Identify Performance Measures and Conduct Peer Benchmarking

Our team has conducted benchmarking with dozens of water-sector utilities across the country and is responsible for helping to create the AWWA Benchmarking for Performance Indicators guide, as well as the AMWA and NACWA financial benchmark studies. We will use this knowledge to assist the Committee in determining appropriate benchmarks to compare the agencies. The benchmarks will encompass organizational/management, legal/governance, financial, and operational areas.

Using these measures, our team will compare the agencies against selected peers as well as national metrics, after consulting with the Committee about suitable peers.

SCOPE OF WORK ACTIVITY 3

Identify Opportunities for Collaboration

Task 3.1: Review Organizational and Governance Structures, Impacts, and Policies

Working closely with the Committee, our team will review organizational structures, policies, and procedures to identify and quantify the service and redundancies that may exist among the parties, along with the inconsistencies that would need to be resolved associated with recommended changes to service provision. This will include analyzing the efficiency of the Partner Agencies, identifying performance gaps, and providing comments on policy, facilities, staffing, compensation, and maintenance practices. We will also review governance within the framework of decision-making as we assess who will be responsible for service level agreements, performance standards, and monitoring.

For each entity, we will offer to conduct a validation meeting to confirm our preliminary findings and discuss alternatives.

Task 3.2: Evaluate the Business Case for Cost Savings Through Shared Services

Raftelis will identify the potential areas for shared services and discuss them with the Committee. We will then quantify the potential efficiencies that could be gained for each identified activity or service. This effort will consist of comparing the level of effort and resource costs that are needed under various shared service approaches versus the status quo. A Business Case Evaluation (BCE) summary will be prepared that documents the current as-is state, the opportunity for efficiencies under various shared service approaches, the advantages and disadvantages, the potential estimated cost savings, and the potential risks to consider. Raftelis will provide draft BCEs to the Committee for review and comment. After receipt of consolidated comments from the Collaboration Steering Committee, a BCE summary will be finalized. The summary will include the following:

- Identify service delivery strengths and outcomes for each participating organization
- Evaluate gains (estimated cost savings and efficiencies) per participant, and associated potential high-level impact on customers, such as rate impacts
- Quantify increased quality of service, focus on innovation, and increased capacity
- Analyze water resources management opportunities and savings

The spectrum of shared service alternatives may include options ranging from joint contracting with third parties, to shared staff, materials, or equipment, contracted service provision amongst the parties, or full utility consolidation. The financial analysis will give participants an impartial idea of the relative magnitude of savings that each alternative is estimated to offer and will be consistent with the level of analysis used as part of the Phase 1 High-Level Feasibility Analysis for Water Supply Reliability conducted by SJWD and SSWD in 2014.

Raftelis will not develop multi-year consolidated financial or rate models nor associated cost allocations, nor will Raftelis develop detailed transaction costs, or solicit formal bids from third party contractors. Rather, the goal will be to determine what short-term action items appear to balance collective feasibility, savings, and service level improvements. These financial analyses will consider a range of factors, including current water supply capacity rights, paid-in capital, available information on system infrastructure conditions, capital plans, outstanding debt service, and operational expenses and redundancies, in addition to the ratepayer base available to fund these revenue requirements under the alternatives.

Raftelis will identify potential concerns over control and an approach to navigating them. It is critical to set out a change management process – moving

from local to shared services may be interpreted as a loss for employees and governing boards. Continued communications efforts supported by Raftelis will encompass: 1) assessing each affected organizations' willingness, readiness, and ability to change; 2) developing a strategy for change management to address perceived or real losses of identity, control, and jobs; and 3) ensuring that the potential misperception of less responsive services when moving from local to regional provision is addressed.

DELIVERABLES

As noted in the RFP, Raftelis will provide to the Committee a report at the completion of each of the three activities in the scope of work, detailing the information collected, the analysis conducted, and the results and recommendations. The consultant shall also provide the Committee a final report, integrating the results of the three activities and a summary of the complete project. For each deliverable, the Committee will have the opportunity to provide one round of consolidated comments from all the parties and revision requests on a preliminary draft version marked as "classified work product". Reports will be marked "final" following the round of revisions. Participants may choose to make materials public at the Committee's discretion.

PROPOSED FEES

In Appendix C, we provide a full budget broken down by task. Our proposed fee is \$194,264 (not including optional tasks detailed in Appendix B), inclusive of all fees and expenses.

Exhibit B

INSURANCE COVERAGE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability, including operations, products and completed operations, as applicable:
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:
\$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by SSWD. At the option of the Agencies, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agencies, their officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to SSWD guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Agencies, their officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agencies, their officers, officials, employees or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Agencies, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agencies, their officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the Agencies, their officers, officials, employees or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agencies.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to SSWD.

Verification of Coverage

Consultant shall furnish SSWD certificates of insurance and endorsement(s) effecting coverage to the Agencies for approval. The endorsements shall be on forms acceptable to SSWD. All certificates and endorsements are to be received and approved by SSWD before work commences. The Agencies reserve the right to require complete, certified copies of all insurance policies required by this section.

Exhibit C

Initial List of Problem Statements

Problem Statements

1. Water supplies in the American River basin are becoming more variable and likely less reliable than in the past, due in part to climate change, environmental regulatory requirements and competing demands.
2. The areas served by the participating agencies were extensively developed during the second half of the last century and the water supply infrastructure installed at that time is in need of repair and replacement.
3. During normal to wet years, various water agencies in the Sacramento region have more water available under their water rights and contracts than necessary to meet customer demands, and use of this surplus water is not optimized.
4. Water supply infrastructure among the agencies in this analysis has varying levels of underutilized collection, treatment, storage and delivery capacity.
5. The agencies in this analysis face various financial and operational challenges in providing services to their customers and performing business functions.
6. The agencies in this analysis face increasing operational costs.
7. The sizes of the agencies in this analysis limit their ability to dedicate staff time to legislative, policy and regulatory issues.

Goals

The participating agencies will collaborate to:

1. Enhance water supply reliability by optimizing the use of surface water and groundwater supplies. Plan for and develop resilient responses to changes in water supplies that result from climate change and new regulatory requirements.
2. Repair, replace and improve water supply infrastructure and related agency assets in the most efficient and cost-effective manner possible.
3. Provide excellent service and the best value to customers.
4. Achieve more effective advocacy and the best outcomes possible on legislation and regulations in both Sacramento and Washington, D.C.

Exhibit D Appendices

Appendix A: Initial Request for Information

- System Overview
 - Overview description of the water system
 - Water planning information and documents
 - Number and type of facilities
 - Summary asset information
 - Capacity (including any water supply agreements)
 - Demand and demand projections
- Services
 - # Customers/accounts
 - Services that are self-provided (operational and support)
 - Services that are contracted (operational and support)
 - Services that are centralized or joint contracted across participants
 - Services that are “wish-list” services
- Governance
 - Utility chartering documents and any associated legislation
 - Water rights, Settlement agreements, Other water supply contracts
 - Memoranda of understanding with other water suppliers
- Financial
 - Budgets (past 3 years including operational expenses and debt service)
 - Comprehensive Annual Financial Reports showing actual performance (3 years)
 - Budget structure documentation (including any cost allocation approach employed internally or by customer base)
 - Capital improvement plans
 - Official statements for debt issuances
 - Summary of fiscal policies
 - Salaries and benefits
- Organization and Staffing
 - Number of staff and position titles
 - Organizational structure (chart with titles)
 - Any organizational performance reports
 - Organizational performance metrics, data, studies, etc.
 - Relevant prior studies and reports looking at collaboration
 - A list of available standard operating procedures (SOPs)

Appendix B: Recommended Follow on Tasks

Further Suggestions

The RFP asked the consulting team to provide “further suggestions to make this study a success.” There are several learnings that we have from prior efforts that we feel are important to communicate. Our experience with implementation of collaborative efforts, in particular, has encouraged us to add the suggested Work Activity 4 elements shown here, which are geared specifically to make this effort a sustainable success.

Water Resources Management

The American River watershed region has taken tremendous strides forward in managing regional water assets. The region has collaborated to protect the Lower American River through the Water Forum process, has reversed the sustained groundwater overdraft that once occurred in the Sacramento Groundwater Basin by establishing the Sacramento Groundwater Authority, and created the Regional Water Authority to open communications among participating entities and better pursue political, regulatory, and financial objectives. The great work that continues to happen under all these efforts will be supported by this collaboration/integration study. The design of our firm’s study seeks to build upon these previous successes, not disturb them. Moreover, the study will consider other details facing the Participating Agencies – like the migration of the Aerojet-Rocketdyne contamination plume, taste and odor issues associated with differing sources of water, and the potential groundwater management changes associated with the Sustainable Groundwater Management Act. Taken together, these broad collaborative processes and subtle water management details will be thoughtfully considered in the context of this study.

Implementation Activities

We find that a lot of conceptual plans for collaboration sit on shelves without a deliberate effort to move them forward. In places like Green Bay and Charlotte, part of the success we have had in moving various efforts forward is helping the participating entities through the first steps of implementation. With this suggested Work Activity 4, the agencies can consider completing independently or with our assistance. It’s offered as a guide to the next steps that might be undertaken.

WORK ACTIVITY 4: ENHANCEMENT AND IMPLEMENTATION ACTIVITIES CAN BE UNDERTAKEN AT THE CONCLUSION OF THE FIRST THREE ACTIVITIES, AS DESIRED BY THE AGENCIES.

SCOPE OF WORK ACTIVITY 4

Enhancement and Implementation

Raftelis will identify and prioritize the potential improvements and shared services to tackle first and will prepare recommendations and an implementation plan. The intent is to achieve the desired breakthrough performance through innovative and creative solutions. Together with the Committee, Raftelis will establish measures of success to help the parties influence the outcome of the shared service effort and provide implementation assistance as needed.

Task 4.1: Develop Service Standards (Optional)

While every utility has differences in how they operate, there are several common performance measures that can be used to provide objective comparisons with peers and between Participating Agencies that quantify more than direct costs and include qualitative measures. Our team will have collected available information to quantify the service standards of the agencies. We will create a business model with a framework for linking partner satisfaction to cost. In this model, value is derived when the utility is accountable for delivering some quality of service for a given cost.

Task 4.3: Identify the Shared Services Delivery Model (Optional)

As we narrow down the options for collaboration and sharing services, we will develop an evaluation process to arrive at a recommended method(s) for implementation, and how the activity will be governed. This process will create a weighted scorecard that ranks each opportunity on:

- Improved quality of service/customer satisfaction
- Reduced and avoided costs
- Improved efficiency
- Innovation
- Potential for new revenue streams
- Transfer of knowledge and skills
- Improved working relationships

It will be important to circle back to solidify legal requirements, required changes to governance, and control elements. In addition, we will ensure that risks are identified, discuss these risks with the Committee, and identify and evaluate challenges to achieving desired cost efficiencies. If needed, we will use our human resources expert to consider staffing implications.

Task 4.4: Identify Potential Pilot Projects (Optional)

Throughout this process there will likely be opportunities that can make agreements more feasible. Sometimes these moments create small windows of opportunity – for example, a building lease is expiring, and shared office space could be facilitated; changes in leadership occur through attrition; or service contracts are up for bid and there is a potential for a cooperative purchase. These “striking moments” should be readily sought and identified. Together with the Committee, Raftelis will identify potential pilot projects that can build a track record for future expansion. Pilot projects allow for the project to provide service on a temporary basis to see if a long-term shared service model is desirable and can help test an approach to implementation to determine if a phased, parallel, or cutover method is the most advantageous.

Task 4.5: Prepare Shared Services Report (Optional)

Raftelis will develop a document detailing the strategy that outlines what the partner entities can accomplish through mutually beneficial collaboration. The document will focus on what is achievable. Specifically, it will address governance, finance, management, and operations and provide a recommended strategy to improve services and facilitate economic efficiencies.

We will document the business case evaluation results, the priority of shared service opportunities, the recommended delivery models to employ, and the potential pilot projects to implement first. The document will summarize a plan for public participation and input. Public participation in the process

of decision-making about shared services and collaboration is a best practice and an opportunity for public officials to be responsive to the varied views of constituents and stakeholders. Raftelis will lead a discussion with the Committee about what level of participation is desired (inform, consult, or involve), and develop a public participation plan to add to the communications plan developed and implemented throughout the project.

Task 4.6: Present Recommended Plan to Participating Entities' Governing Bodies (Optional)

Our team will prepare a presentation of the recommended plan to participating governing bodies. The presentation will be provided to the Committee.

Task 4.7: Develop Transition and Implementation Plan (Optional)

Raftelis will work with the Committee to develop a transition plan that includes the recommendation of governance options and organizational structures providing clear roles and responsibilities. The transition and implementation plan will:

- Include phased implementation over time
- Discuss and document responsibilities with partners
- Identify and call out critical path milestones
- Identify additional resources that may be needed to implement the recommended organizational structure and schedule such as federal and state labor laws, liquidation of accrued time, union coordination, etc.
- Define entry and exit conditions and build in triggers that prompt review
- Include specific expectations about how services will be delivered and how performance will be measured in the contract or MOU and include an issue resolution framework
- Create a plan for flexibility by recognizing budget constraints, public expectations, and other conditions that may change over time, and develop a way to raise those issues early so they don't threaten the cooperative relationship
- Include in the plan details about how a termination of the shared service would be implemented, including how assets would be dispensed
- Define a dispute resolution process
- Determine who assumes control during emergencies

Task 4.8: Communicate Collaboration (Optional)

Trust, reciprocity, transparency, and effective communication are critical to the ongoing success of a shared service relationship. Together with the Committee, we will create a plan to discuss the shared service relationship on an ongoing basis including a set of guiding principles and service expectations for the relationship so all parties can have predictable expectations.

Raftelis will work to update the communications plan and develop an internal and external outreach component to ensure that all stakeholder audiences are aware and knowledgeable of the expectations of the implementation phase of the project.

Task 4.9: Develop Process to Attract New Collaborative Opportunities (Optional)

Throughout the project we will be looking for “striking moments” where new collaborative opportunities can be incorporated. Here we will revisit and formalize the path we developed to gauge the interest of other local governments/utilities and include criteria for future expansion to other local water utilities. The ENGAGE – ASSESS – COMPARE – ENHANCE process is intended to be an iterative process that can result in continuous improvement over time. As such, as we work with the agencies and other stakeholders during the project, we will transfer knowledge regarding the evaluation and implementation process so that the organizations can continue to effectively identify and implement other shared services opportunities in the future.

Task 4.10: Implement Change Management Plan (Optional)

Building on the elements of change management that have been incorporated thus far, we will implement the change management plan and create a way for the partner agencies to track progress including evaluating experiences and addressing lessons learned.

Task 4.11: Implementation Assistance (Optional)

Raftelis will provide as-needed communication and outreach planning, change management, assistance with service level agreements, process mapping, and updates to the web portal so that the project is easily understood and transferrable to new leadership, elected officials, and governing board members.

Appendix C: Revised Detailed Budget

| Tasks | Number of Meetings | Hours | | | | | | | | | | | Total | Total Fees & Expenses |
|---|--------------------|-------|----|----|----|----|----|----|----|----|----|-------|------------------|-----------------------|
| | | SG | JA | DB | GT | TY | JM | TC | ZG | ME | LW | Admin | | |
| Work Activity 1: Describe the Current Environment | 4 | 58 | 10 | 3 | 52 | 24 | 14 | 68 | 54 | 26 | 6 | 7 | 322 | \$92,192 |
| TASK 1.1: PROJECT INITIATION | 1 | 16 | 8 | 1 | 12 | 4 | 2 | 20 | 4 | 2 | 0 | 2 | 71 | \$21,038 |
| TASK 1.2: DESCRIBE THE UTILITIES AND INVENTORY SERVICES OFFERED BY EACH | | 4 | 0 | 0 | 4 | 4 | 0 | 8 | 8 | 0 | 0 | 2 | 30 | \$6,770 |
| TASK 1.3: UNDERSTAND CURRENT COLLABORATIONS | 1 | 16 | 0 | 0 | 16 | 4 | 2 | 16 | 16 | 2 | 2 | 0 | 74 | \$21,293 |
| TASK 1.4: DOCUMENT EXISTING FINANCIAL INFORMATION AND APPROACHES | | 8 | 0 | 0 | 8 | 8 | 6 | 16 | 16 | 0 | 0 | 1 | 63 | \$15,085 |
| TASK 1.5: IDENTIFY STAKEHOLDERS AND DEVELOP COMMUNICATIONS PLAN (Optional, but recommended) | 1 | 10 | 1 | 1 | 8 | 0 | 4 | 6 | 10 | 20 | 2 | 2 | 64 | \$19,583 |
| TASK 1.6: REVIEW AND REVISE PROJECT CHARTER (PROBLEM STATEMENT) | 1 | 4 | 1 | 1 | 4 | 4 | 0 | 2 | 0 | 2 | 2 | 0 | 20 | \$8,423 |
| Work Activity 2: Conduct Benchmarking | 1 | 16 | 2 | 1 | 4 | 0 | 2 | 30 | 8 | 0 | 0 | 2 | 65 | \$18,988 |
| TASK 2.1: IDENTIFY PERFORMANCE MEASURES AND CONDUCT PEER BENCHMARKING | 1 | 16 | 2 | 1 | 4 | 0 | 2 | 30 | 8 | 0 | 0 | 2 | 65 | \$18,988 |
| Work Activity 3: Identify Opportunities for Collaboration | 3 | 48 | 4 | 1 | 60 | 52 | 14 | 40 | 64 | 10 | 4 | 6 | 303 | \$83,084 |
| TASK 3.1: TASK 3.1: REVIEW ORGANIZATIONAL AND GOVERNANCE STRUCTURES, IMPACTS, AND POLICIES | 1 | 32 | 2 | 0 | 48 | 40 | 6 | 20 | 32 | 2 | 0 | 2 | 184 | \$47,743 |
| TASK 3.2: EVALUATE THE BUSINESS CASE FOR COST SAVINGS THROUGH SHARED SERVICES | 2 | 16 | 2 | 1 | 12 | 12 | 8 | 20 | 32 | 8 | 4 | 4 | 119 | \$35,341 |
| Total Proposed Fees | | | | | | | | | | | | | \$160,300 | |
| Total Proposed Expenses | | | | | | | | | | | | | \$33,964 | |
| Total Proposed Fees & Expenses | | | | | | | | | | | | | \$194,264 | |
| <i>Consolidation Related Fees and Expenses (included in Total Proposed Fees and Expenses)</i> | | | | | | | | | | | | | \$22,445 | |
| Work Activity 4: Optional Activities | 3 | 68 | 14 | 1 | 24 | 4 | 2 | 80 | 72 | 34 | 0 | 8 | 307 | \$84,924 |
| TASK 4.1: DEVELOP SERVICE STANDARDS | 1 | 8 | 0 | 0 | 2 | 0 | 0 | 12 | 6 | 0 | 0 | 0 | 28 | \$10,103 |
| TASK 4.3: IDENTIFY THE SHARED SERVICES DELIVERY MODEL | | 8 | 0 | 0 | 2 | 0 | 0 | 6 | 6 | 0 | 0 | 0 | 22 | \$5,370 |
| TASK 4.4: IDENTIFY POTENTIAL PILOT PROJECTS | | 8 | 0 | 0 | 0 | 0 | 0 | 4 | 8 | 0 | 0 | 0 | 20 | \$4,900 |
| TASK 4.5: PREPARE SHARED SERVICES REPORT | | 4 | 1 | 0 | 4 | 2 | 2 | 16 | 8 | 2 | 0 | 0 | 39 | \$9,375 |
| TASK 4.6: PRESENT RECOMMENDED PLAN TO PARTICIPATING ENTITIES' GOVERNING BODIES | 1 | 8 | 4 | 0 | 4 | 2 | 0 | 8 | 4 | 0 | 0 | 0 | 30 | \$10,913 |
| TASK 4.7: DEVELOP TRANSITION AND IMPLEMENTATION PLAN | 1 | 8 | 1 | 1 | 0 | 0 | 0 | 16 | 24 | 6 | 0 | 4 | 60 | \$17,223 |
| TASK 4.8: COMMUNICATE COLLABORATION | | 4 | 0 | 0 | 2 | 0 | 0 | 2 | 2 | 8 | 0 | 4 | 22 | \$5,050 |
| TASK 4.9: DEVELOP PROCESS TO ATTRACT NEW COLLABORATIVE OPPORTUNITIES | | 4 | 2 | 0 | 6 | 0 | 0 | 4 | 2 | 6 | 0 | 0 | 24 | \$6,120 |
| TASK 4.10: IMPLEMENT CHANGE MANAGEMENT PLAN | | 12 | 2 | 0 | 2 | 0 | 0 | 8 | 8 | 4 | 0 | 0 | 36 | \$9,080 |
| TASK 4.11: IMPLEMENTATION ASSISTANCE | | 4 | 4 | 0 | 2 | 0 | 0 | 4 | 4 | 8 | 0 | 0 | 26 | \$6,790 |
| <i>Fees and Expenses for Optional Activities and Tasks (not included in Total Proposed Fees and Expenses)</i> | | | | | | | | | | | | | | |
| Total Optional Fees | | | | | | | | | | | | | \$71,705 | |
| Total Optional Expenses | | | | | | | | | | | | | \$13,219 | |
| Total Optional Fees & Expenses | | | | | | | | | | | | | \$84,924 | |

Note: Changes from initial proposal include:

- 1.5 & 1.6 combined.
- 1.7 changed to 1.6.

Appendix D: Compensation

Compensation shall be on a time and expense basis. Reimbursable expenses shall be billed and paid at cost. Total compensation for Task 1 through Task 3 shall not exceed \$194,264 and for Task 4 shall not exceed \$84,924. Optional Task 4 will be authorized by SSWD if needed. The combined cost of all tasks shall not exceed \$279,188 without prior written authorization from SSWD.

Raftelis Financial Consultants, Inc. Compensation Table is as follows:

Raftelis' 2020 Standard Hourly Billing Rates

| <u>Position</u> | <u>Hourly Billing Rate **</u> |
|-------------------------------------|--------------------------------------|
| Vice President/Principal Consultant | \$295 |
| Senior Manager | \$265 |
| Manager | \$245 |
| Senior Consultant | \$215 |
| Consultant | \$185 |
| Associate | \$155 |
| Analyst | \$110 |
| Administration | \$85 |
| Technology/Communications Charge* | \$10 |

* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by 50%.

Appendix E: Revised Schedule

Work Activity 1: Describe the Current Environment

TASK 1.1: PROJECT INITIATION

TASK 1.2: DESCRIBE THE UTILITIES AND INVENTORY SERVICES OFFERED BY EACH

TASK 1.3: UNDERSTAND CURRENT COLLABORATIONS

TASK 1.4: DOCUMENT EXISTING FINANCIAL INFORMATION AND APPROACHES

TASK 1.5: IDENTIFY STAKEHOLDERS AND DEVELOP COMMUNICATIONS PLAN

TASK 1.6: REVIEW AND REVISE PROJECT CHARTER (PROBLEM STATEMENT)

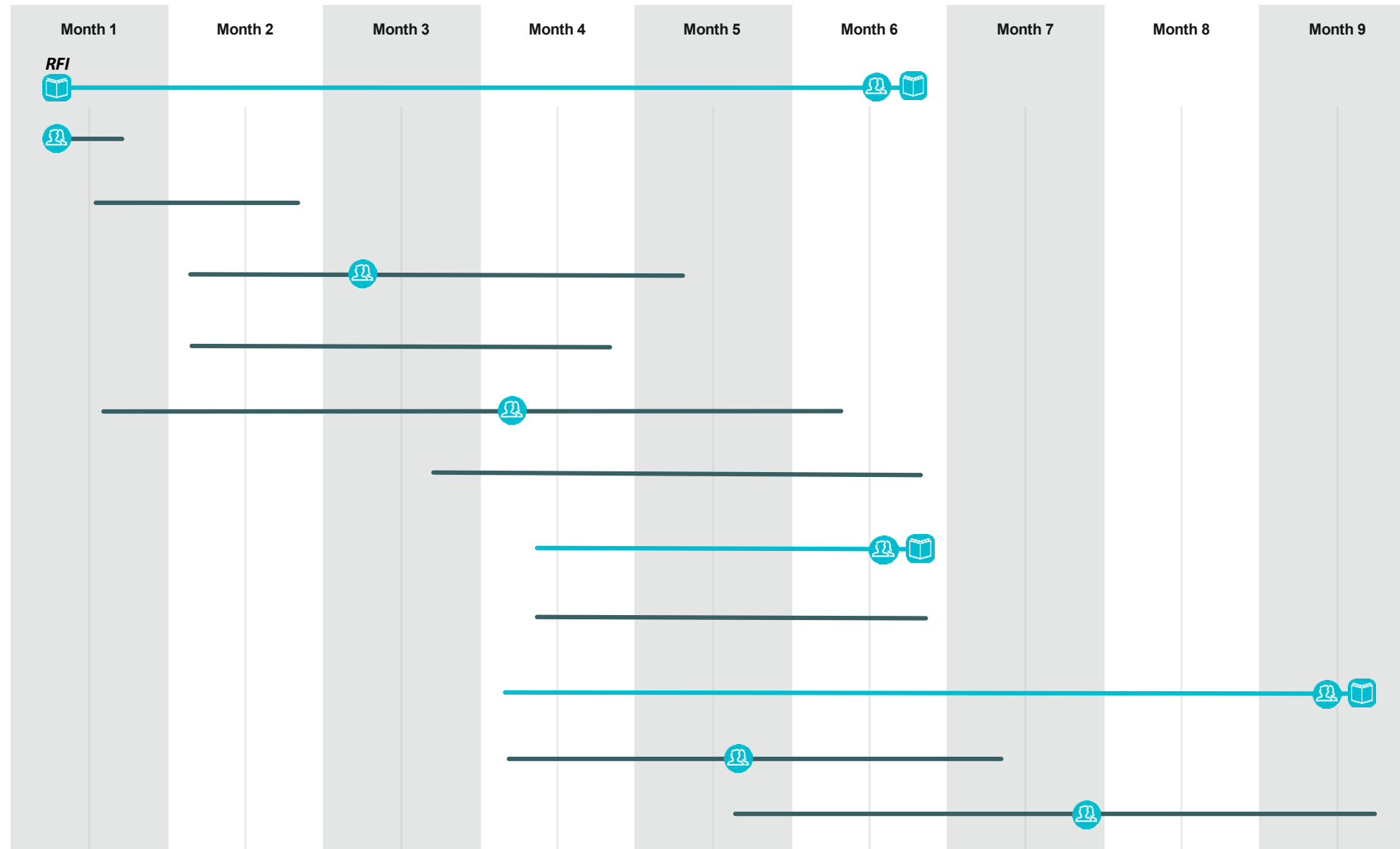
Work Activity 2: Conduct Benchmarking

TASK 2.1: IDENTIFY PERFORMANCE MEASURES AND CONDUCT PEER BENCHMARKING

Work Activity 3: Identify Opportunities for Collaboration

TASK 3.1: TASK 3.1: REVIEW ORGANIZATIONAL AND GOVERNANCE STRUCTURES, IMPACTS, AND POLICIES

TASK 3.2: EVALUATE THE BUSINESS CASE FOR COST SAVINGS THROUGH SHARED SERVICES



In-Person Meetings / Workshops

Web Meetings

Deliverables

Note: Changes from initial proposal include:

- RFI deliverable added.
- No other deliverables were added but a note in the proposal now confirms that all 3 primary deliverables will be delivered as draft confidential work products with a round of review before going final.
- 1.5 & 1.6 combined. 1.5 extended timeframe to account for more intensive 1.6 activities now included which will start earlier in the project to begin attempts to engage Orange Vale and Fair Oaks.
- 1.7 changed to 1.6.
- Work Activity 2 (Task 2.1) shifted out to end at the end of month 6.
- Raftelis will be providing monthly project status updates with invoices and each community may choose to update their board using these tools, or as each deliverable is provided. No board presentations or meetings prior to the final were added.
- Web meetings or calls as part of normal project flow can be scheduled as needed within reason beyond the in-person meetings noted.

EXHIBIT 2

COST ALLOCATION

Regional Collaboration/Integration Project

Cost Allocation – All Portions of the Study Except Those Subject to Section 4

1/28/20

Project Cost: \$194,264

Project Cost with 3% Contingency: \$200,000

| Agency – retail and wholesale | Operating budget | %Share by Ops Budget | Cost for Agency – by Budget | Tier | %Share by Tier | Cost for Agency – by Tier |
|-------------------------------|------------------|----------------------|-----------------------------|------|----------------|---------------------------|
| Carmichael Water District | \$7,869,668 | 9.64 | \$19,272 | 2 | 9.75 | \$19,500 |
| Citrus Heights Water District | \$13,073,299 | 16.01 | \$32,015 | 3 | 16.75 | \$33,500 |
| City of Folsom | \$14,201,768 | 17.39 | \$34,778 | 3 | 16.75 | \$33,500 |
| Del Paso Manor WD | | 0.00 | \$0 | | 0.00 | |
| Rio Linda/Elverta CWD | \$2,200,000 | 2.69 | \$5,387 | 1 | 2.75 | \$5,500 |
| Sacramento Suburban WD | \$23,241,000 | 28.46 | \$56,914 | 4 | 27.00 | \$54,000 |
| San Juan Water District | \$21,084,900 | 25.62 | \$51,634 | 4 | 27.00 | \$54,000 |
| Totals | | 100.00 | \$200,000 | | 100.00 | \$200,000 |