

**BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)**

January 28, 2025 beginning at 6:00 PM

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

**PHONE CALL IN: (253) 205-0468
PHONE MEETING ID: 821 0777 3403**

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://us06web.zoom.us/j/82107773403>



**TELECONFERENCE LOCATION
31870 Valley Forge Street
Hayward, CA 94544**

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

Members of the public may attend the meeting in person at the District headquarters or remotely at the address above.

Materials related to an agenda item for an open session of a regular meeting of the Citrus Heights Water District are posted on the Citrus Heights Water District website at www.chwd.org.

CALL TO ORDER:

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the Chief Board Clerk or Deputy Board Clerk.

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

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 233-0440-031-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott, Jessica Lomakin, Josh Nelson, Hilary Straus, Annie Liu,

Brittney Moore, Missy Pieri, Carlos Urrutia, Tammy Gordon, Kayleigh Shepard, Todd Jordan, Jace Nunes, Greg Tonello, Kirill Aleksandrov

Negotiating Parties: DCR 10 CA LLC.

Under Negotiation: Price and Terms of Payment

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos Urrutia, Tammy Gordon, Kayleigh Shepard, Todd Jordan, Jace Nunes

Negotiating Parties: Ashwani Kumar, Teresita Kumar

Under Negotiation: Price and Terms of Payment

CL-3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

CHWD v. San Juan Water District, Sacramento Superior Court,

Case No. 24WM000064

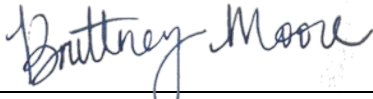
FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

January 28, 2025	6:30 PM	Regular Meeting
February 18, 2025	6:00 PM	Special Meeting
March 25, 2025	6:30 PM	Regular Meeting
April 22, 2025	6:30 PM	Regular Meeting
May 27, 2025	6:30 PM	Regular Meeting
June 24, 2025	6:30 PM	Regular Meeting
August 26, 2025	6:30 PM	Regular Meeting
September 23, 2025	6:30 PM	Regular Meeting
October 28, 2025	6:30 PM	Regular Meeting
November 18, 2025	6:00 PM	Special Meeting
December 15, 2025	6:00 PM	Special Meeting

ADJOURNMENT:

CERTIFICATION:

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



Brittney Moore, Chief Board Clerk

Dated: January 23, 2025

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
January 28, 2025 beginning at 6:30 PM**



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

**PHONE CALL IN: (253) 205-0468
PHONE MEETING ID: 821 0777 3403
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**TELECONFERENCE LOCATION
31870 Valley Forge Street
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Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

Materials related to an agenda item for an open session of a regular meeting of the Citrus Heights Water District are posted on the Citrus Heights Water District website at www.chwd.org.

CALL TO ORDER:

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the Chief Board Clerk or Deputy Board Clerk.

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (I/A)

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

CC-1a. Minutes of the Special Meeting – December 16, 2024 (A)

CC-1b. Minutes of the Special Meeting – January 13, 2025 (A)

Recommendation:

Approve the minutes of the December 16, 2024 Special Meeting, and the

minutes of the January 13, 2025 Special Meeting.

- CC-2. Revenue Analysis Report for December 2024 (I)
- CC-3. Assessor/Collector's Roll Adjustment for December 2024 (I)
- CC-4. Treasurer's Report for December 2024 (I)
- CC-5. Treasurer's Report of Fund Balances for December 2024 (I)
- CC-6. Operating Budget Analysis for December 2024 (I)
- CC-7. Capital Projects Summary for December 2024 (I)
- CC-8. Warrants for December 2024 (I)
- CC-9. Purchase Card Distributions for December 2024 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. Water Supply (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Amended Miscellaneous Fees and Charges and Capacity Fees Effective 2025 (A)

Recommendation:

Adopt Resolution 01-2025 amending Miscellaneous Fees, Charges and Capacity Fees for Citrus Heights Water District effective 2025.

- CC-18. Discussion and Possible Action to Approve Professional Services Agreements with Flowline Contractors, Inc. and Rawles Engineering Inc. for Engineering Support Services (A)

Recommendation:

Approve the professional services agreements with Flowline Contractors, Inc., and with Rawles Engineering, Inc., and authorize the General Manager to execute the agreements.

- CC-19. Discussion and Possible Action to Update District Policy 4210.00 Health Insurance (A)

Recommendation:

Amend Policy No. 4210.00 to include Western Health Advantage and Kaiser Silver Plans.

- CC-20. Discussion and Possible Action to Approve a Professional Services Agreement with Probolsky Research LLC (A)

Recommendation:

Approve the professional services agreement with Probolsky Research LLC and authorize the General Manager to execute the agreement.

- CC-21. Discussion and Possible Action to Approve a Professional Services Agreement with Bender Rosenthal, Inc. (A)

Recommendation:

Approve the professional services agreement with Bender Rosenthal, Inc. and authorize the General Manager to execute the agreement.

PRESENTATIONS:

None.

PUBLIC HEARINGS:

None.

STUDY SESSION:

- S-1. 2024 Strategic Plan Update and 2025 Strategic Plan Preview (I/D)

BUSINESS:

- B-1. Discussion and Possible Action to Award a Contract for the Ella Way Well Project (A)

Recommendation:

Approve a contract with BWD Construction, Inc. for the Ella Way Well Project in the amount of \$3,252,675.00 and establish a change order contingency fund in the amount of \$325,268 (10%). Authorize the General Manager to execute the contract.

- B-2. Discussion and Possible Action to Approve a Merit-Based Salary Adjustment for the General Manager (A)

Recommendation:

Approve the proposed salary adjustments for the General Manager.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

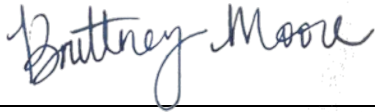
FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

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October 28, 2025	6:30 PM	Regular Meeting
November 18, 2025	6:00 PM	Special Meeting
December 15, 2025	6:00 PM	Special 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 72 hours prior to the special meeting in accordance with Government Code Section 54956.



Brittney Moore, Chief Board Clerk

Dated: January 23, 2025

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
December 16, 2024

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

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

Also present were:

Steve Anderson, General Counsel
Tammy Gordon, Director of Public Affairs
Annie Liu, Director of Administrative Services
Brittney Moore, Administrative Services Manager/Chief Board Clerk
Josh Nelson, Assistant General Counsel
Melissa Pieri, Director of Engineering / District Engineer
Rebecca Scott, Director of Operations
Kayleigh Shepard, Management Analyst/Deputy Board Clerk
Michael Shorter, Accounting Manager
Hilary Straus, General Manager
Andrew Tran, Information Technology Manager

Jennifer Liebermann, Jennifer Liebermann Consulting

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

President Sheehan adjourned the meeting to Closed Session at 6:01 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:
Property: Parcel Number 233-0440-031-0000
Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott,
Jessica Lomakin, Josh Nelson, Hilary Straus, Annie Liu,
Brittney Moore, Missy Pieri, Carlos Urrutia, Tammy Gordon
Negotiating Parties: DCR 10 CA LLC.
Under Negotiation: Price and Terms of Payment

No reportable action.

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott,
Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos
Urrutia, Tammy Gordon

Negotiating Parties: Ashwani Kumar, Teresita Kumar

Under Negotiation: Price and Terms of Payment

No reportable action.

CL-3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

CHWD v. San Juan Water District, Sacramento Superior Court,

Case No. 24WM000064

No reportable action.

CL-4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
(1 case)

No reportable action.

CL-5. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

No reportable action.

President Sheehan adjourned the meeting back to Open Session at 7:10 p.m.

CONSENT CALENDAR:

CC-1a. Minutes of the Special Meeting – November 18, 2024 (A)

CC-1b. Minutes of the Special Meeting – November 29, 2024 (A)

CC-1c. Minutes of the Special Meeting – December 10, 2024 (A)

Recommendation:

Approve the minutes of the October November 18, 2024 Special Meeting, the
minutes of the November 29, 2024 Special Meeting, and the minutes of the
December 10, 2024 Special Meeting.

CC-2. Revenue Analysis Report for November 2024 (I)

CC-3. Assessor/Collector's Roll Adjustment for November 2024 (I)

CC-4. Treasurer's Report for November 2024 (I)

CC-5. Treasurer's Report of Fund Balances for November 2024 (I)

CC-6. Operating Budget Analysis for November 2024 (I)

CC-7. Capital Projects Summary for November 2024 (I)

CC-8. Warrants for November 2024 (I)

CC-9. Purchase Card Distributions for November 2024 (I)

CC-10. Employee Recognitions (I)

- CC-11. Long-Range Agenda (I)
CC-12. Engineering Department Report (I)
CC-13. Operations Department Report (I)
CC-14. 2024 Water Supply (I)
CC-15. Water Supply Reliability (I)
CC-16. Water Efficiency and Safety Program Update (I)
CC-17. Award of Contract for 2025-2026 On-Call Trucking Services (A)
Recommendation:
Accept the bid by Blue Jay Trucking, Inc. for on-call trucking services throughout the District service area. Authorize the General Manager to execute the accompanying agreement with Blue Jay Trucking, Inc.
- CC-18. Consideration and Possible Action to Approve a Professional Services Agreement with Jennifer Liebermann Consulting (Facilitator) (A)
Recommendation:
Approve a task order style agreement with Jennifer Liebermann Consulting, and authorize the General Manager to execute the agreement.
- CC-19. Award of a Contract for 2025/26 On-Call Pavement Restoration Services (A)
Recommendation:
Approve the accompanying contract with Action Asphalt and Concrete, Inc. for 2025/26 On-Call Pavement Restoration Services throughout the District service area for the amount of \$17 per 3" to 6" AC patch paving restoration, \$17 per 3" to 6" AC pipeline trench paving restoration, and \$12 per 1.5"-2" grind & paving restoration and authorize the General Manager to execute the agreement.
- CC-20. Water Rates Effective 2025 (A)
Recommendation:
Adopt Resolution No. 16-2024 Amending Resolution No. 13-2024.

ACTION:

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

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

PRESENTATIONS:

- P-1. Administer Oath of Office to Caryl F. Sheehan

PUBLIC HEARINGS:

None.

STUDY SESSIONS:

None.

BUSINESS:

- B-1 Discussion and Possible Action for Selection of a Regional Water Authority (RWA) Executive Committee Vice Chair and Executive Committee Members (A)

ACTION:

Vice President Wheaton moved, and Director Riehle seconded the motion to vote for Michael Saunders as Vice Chair and ranked five (5) potential Executive Committee Members in the following order: Robert Wichert, Chris Nelson, Sean Bigley, Brett Ewart, Ron Greenwood for 2025.

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

B-2 Discussion and Possible Action to Approve Policy Updates and a Cost-Of-Living-Adjustment (COLA) to Salary Schedule 4101.A1; Retiree Insurance Benefits; and Directors' Compensation (A)

ACTION:

1. Vice President Wheaton moved, and Director Riehle seconded the motion to approve amendments to District Policy 4101.A1 Salary Schedule to include a 6.75 percent market adjustment to the Information Technology Job Series; and a 3.5 percent Cost-Of-Living-Adjustment (COLA) effective January 13, 2025.

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

2. Vice President Wheaton moved, and Director Riehle seconded the motion to approve amendments to District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1965 to include a 3.5 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retirees.

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

3. Director Riehle moved, and Vice President Wheaton seconded the motion to approve amendments to District Policy 4210 Health Insurance to include a 3.5 percent Cost-of-Living Adjustment to the monthly insurance contribution for staff with Tier 1 benefits effective February 1, 2025.

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

4. Vice President Wheaton moved, and Director Riehle seconded the motion to approve updates to District Policy 4310.05 Accrued but Unused Sick Leave at Retirement or Separation, and Policy 4901.02 Employee Meal Expenses.

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

5. The Board provided consensus direction to staff regarding Compensation of the Board of Directors.

B-3 Selection of President and Vice President (A)

ACTION:

1. President Sheehan moved, and Vice President Wheaton seconded the motion appoint Director Riehle as President.

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

2. Vice President Wheaton moved, and President Riehle seconded the motion to appoint Director Sheehan as Vice President.

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

B-4 Appointment of District Officers (A)

ACTION:

Director Wheaton moved, and Vice President Sheehan seconded the motion to appoint District Officers as follows:

	Officer	Deputy
Assessor/Collector	Michael Shorter	Dana R. Mellado
Treasurer	Annie Liu	Michael Shorter
Secretary	Hilary Straus	Brittney C. Moore

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

B-5 Discussion and Possible Action to Appoint 2024-2025 Representatives and Alternates (A)

ACTION:

Vice President Sheehan moved, and Director Wheaton seconded the motion to approve appointments of members of the Board of Directors or Staff to service as District representatives to various organizations as follows:

Organization		Representative	Alternate
Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)	Director	David C. Wheaton	Raymond A. Riehle
	Staff	Brittney Moore	Kayleigh Shepard
Association of California Water Agencies (ACWA) Region 4		Raymond A. Riehle	David C. Wheaton
Citrus Heights Regional Chamber of Commerce Government Issues Committee		Tammy Gordon	Public Affairs Staff
San Juan Family of Agencies	Director	Raymond A. Riehle	Caryl F. Sheehan
	Staff	Hilary M. Straus	General Manager Appointee Based on Issue
Regional Water Authority (RWA)	Director	David C. Wheaton	Raymond A. Riehle
	Staff	Hilary M. Straus	Rebecca A. Scott
Sacramento Groundwater Authority		Caryl F. Sheehan	Raymond A. Riehle

(SGA)*			
Sacramento Water Forum		Rebecca Scott	Jace Nunes
*Changes must be confirmed by City of Citrus Heights			

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:37 p.m.

APPROVED:

BRITTNEY C. MOORE
Chief Board Clerk
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
January 13, 2025

The Special Meeting of the Board of Directors was called to order at 6:14 p.m. by President Riehle.
Present were:

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

Attended at a teleconference location:
David C. Wheaton, Director

Also present were:

Steve Anderson, General Counsel
Tammy Gordon, Director of Public Affairs
Annie Liu, Director of Administrative Services
Todd Jordan, Principal Civil Engineer
Jace Nunes, Management Analyst
Melissa Pieri, Director of Engineering/District Engineer
Rebecca Scott, Director of Operations
Kayleigh Shepard, Management Analyst/Deputy Board Clerk
Hilary Straus, General Manager
Carlos Urrutia, Strategic Advisor

Kirill Aleksandrov, 19Six Architects
Habib Isaac, IB Consulting
Greg Tonello, 19Six Architects

PLEDGE OF ALLEGIANCE:

President Riehle led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

PRESENTATIONS:

P-1. Facility Planning Options (I/D)

President Riehle adjourned the meeting to Closed Session at 8:34 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a. Pursuant to Section 54956.8:
Property: Parcel Number 233-0440-031-0000
Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott,
Jessica Lomakin, Josh Nelson, Hilary Straus, Annie Liu,

Brittney Moore, Missy Pieri, Carlos Urrutia, Tammy Gordon, Kayleigh Shepard, Todd Jordan, Jace Nunes, Greg Tonello, Kirill Aleksandrov
Negotiating Parties: DCR 10 CA LLC.
Under Negotiation: Price and Terms of Payment

No reportable action.

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

a. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos Urrutia, Tammy Gordon, Kayleigh Shepard, Todd Jordan, Jace Nunes
Negotiating Parties: Ashwani Kumar, Teresita Kumar
Under Negotiation: Price and Terms of Payment

No reportable action.

CL-3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

CHWD v. San Juan Water District, Sacramento Superior Court,
Case No. 24WM000064

No reportable action.

CL-4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

No reportable action.

President Riehle adjourned the meeting back to open session at 8:57 p.m.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:57 p.m.

APPROVED:

BRITTNEY C. MOORE
Chief Board Clerk
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT
December 31, 2024
REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,791,319	1,370,305	193,211	155,683	235,969	163,850

General Ledger Balance	Total
Outstanding A/R	1,914,006.76
Outstanding Liens	-
Outstanding Grants	740.31
A/R Other	-
Less Unapplied Payments	(164,295)
Total	\$ 1,750,452

**CITRUS HEIGHTS WATER DISTRICT
 ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
 12/31/2024**

LID	CID	Charge Type	Trans.Date	Reason For Cancellation	Amount
13975	12403	DEFAULT	12/3/2024	ONE TIME COURTESY	14.71000
8095	36523	DEFAULT	11/19/2024	ONE TIME COURTESY	3.48000
18140	23282	DEFAULT	12/3/2024	ONE TIME COURTESY	9.03000
13552	14095	DEFAULT	12/3/2024	ONE TIME COURTESY	9.75000
5492	4902	DEFAULT	12/3/2024	ONE TIME COURTESY	11.67000
14508	32083	DEFAULT	12/3/2024	ONE TIME COURTESY	9.51000
13328	11828	DEFAULT	12/3/2024	ONE TIME COURTESY	10.47000
8609	7698	DEFAULT	11/5/2024	ONE TIME COURTESY	4.68000
12091	30530	DEFAULT	12/3/2024	ONE TIME COURTESY	3.88000
4678	27824	DEFAULT	11/12/2024	ONE TIME COURTESY	5.99000
8955	43469	DEFAULT	12/16/2024	ONE TIME COURTESY	3.48000
7486	6690	DEFAULT	12/16/2024	ONE TIME COURTESY	7.27000
17678	27997	DEFAULT	12/16/2024	ONE TIME COURTESY	6.39000
7587	38590	DEFAULT	10/7/2024	ONE TIME COURTESY	9.19000

December 31, 2024

To: Citrus Heights Water District Board of Directors

Re: Citrus Heights Water District Investment Portfolio Report for December 2024

The attached Investment Report for December 2024 is submitted in accordance with the Citrus Heights Water District (District)'s Investment Policy. All investments are in compliance with the policy.

The Investment Report lists all short- term, mid-term and long-term investments held at the conclusion of business on the final day of the month. The combined cash and investments in the District's treasury total \$33,692,268 with \$10,420,222 under the management of the Local Agency Investment Fund, California Asset Management Program, Money Market Funds and BMO Bank.

Investments with original cost of \$23,272,046 are selected based on criteria contained in the District's Investment Policy, which emphasized safety, liquidity, yield, and diversification. The core investments are marked to market daily based on a current market price determined by U.S. Bancorp Investments. The aggregate investment portfolio and holdings are included in the Investment Report.

The Investment Report demonstrates that sufficient liquidity is available to meet anticipated expenditures during the next six months.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Annie Y. Liu', is written over a faint, circular watermark or stamp.

Annie Y. Liu

Director of Administrative Services/Treasurer

Monthly Investment Report Citrus Heights Water District

December 31, 2024

Total Aggregate Portfolio

Compliance Report

Citrus Heights Water District | Total Aggregate Portfolio



December 31, 2024

Category

Policy Diversification Constraint	Policy Limit	Actual Value*	Status
US Treasury Obligations Maximum % of Holdings	100.000	19.496	Compliant
US Agency Obligations Issuer Concentration	35.000	17.619	Compliant
US Agency Obligations Maximum % of Holdings	100.000	26.958	Compliant
Supranationals - Issuer is IADB, IBRD, or IFC	0.000	0.000	Compliant
Supranationals Issuer Concentration	5.000	2.797	Compliant
Supranationals Maximum % of Holdings	30.000	6.344	Compliant
Municipal Bonds - Other States Outside of CA	25.000	1.106	Compliant
Municipal Bonds - Other States Outside of CA Issuer Concentration	10.000	1.106	Compliant
Municipal Bonds - State of California	25.000	0.459	Compliant
Municipal Bonds - State of California Issuer Concentration	10.000	0.459	Compliant
Municipal Bonds CA Entities Issuer Concentration	10.000	0.685	Compliant
Municipal Bonds CA Entities Max. % of Holdings	30.000	2.715	Compliant
Mortgages, CMOs and Asset Backed Securities Issuer Concentration	5.000	0.597	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum % of Holdings	20.000	3.886	Compliant
Corporate Notes Issuer Concentration	5.000	0.000	Compliant
Corporate Notes Maximum % of Holdings	30.000	8.177	Compliant
Corporate Notes must be Issued by US Corporation	0.000	0.000	Compliant
Commercial Paper Issued and Operating in the US	0.000	0.000	Compliant
Commercial Paper Issuer Concentration	5.000	0.000	Compliant
Negotiable CDs Issuer Concentration	5.000	0.000	Compliant
Negotiable CDs Maximum % of Holdings	10.000	0.000	Compliant
Non-Negotiable CDs Issuer Concentration	5.000	0.000	Compliant
Non-Negotiable CDs Maximum % of Holdings	10.000	0.000	Compliant
Banker's Acceptance Issuer Concentration	5.000	0.000	Compliant
Banker's Acceptance Maximum % of Holdings	25.000	0.000	Compliant
Money Market Issuer Concentration	20.000	7.142	Compliant
Money Market Maximum % of Holdings	20.000	7.510	Compliant
LGIP Maximum % of Holdings	100.000	0.166	Compliant
Bank Time Deposits/Savings Accounts Issuer Concentration	50.000	7.142	Compliant
Bank Time Deposits/Savings Accounts Maximum % of Holdings	100.000	13.497	Compliant
JPA Pool Max % Holdings	100.000	17.654	Compliant

1) Actual values are based on market value.

2) The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Compliance Report

Citrus Heights Water District | Total Aggregate Portfolio



December 31, 2024

Category

Policy Maturity Structure Constraint	Policy Limit	Actual %	Status
Maturity Constraints Under 5 years Minimum % of Total Portfolio	100.000	100.000	Compliant
Policy Maturity Constraint	Policy Limit	Actual Term	Status
US Treasury Maximum Maturity At Time of Purchase (years)	5.000	5.000	Compliant
US Agency Callable Securities Maximum % of Total Portfolio	25.000	0.000	Compliant
US Agency Maximum Maturity At Time of Purchase (years)	5.000	4.992	Compliant
Supranationals Maximum Maturity At Time of Purchase (years)	5.000	4.943	Compliant
Municipals Maximum Maturity At Time of Purchase (years)	5.000	4.995	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum Maturity At Time of Purchase (years)	5.000	4.565	Compliant
Corporate Maximum Maturity At Time of Purchase (years)	5.000	4.833	Compliant
Commercial Paper Days to Final Maturity (days)	270.000	0.000	Compliant
Negotiable CDs Maximum Maturity At Time of Purchase (years)	1.000	0.000	Compliant
Non-Negotiable CDs Maximum Maturity At Time of Purchase (years)	1.000	0.000	Compliant
Banker's Acceptance Maximum Maturity At Time of Purchase (days)	180.000	0.000	Compliant
Weighted Average Maturity (years)	2.500	1.675	Compliant
Policy Credit Constraint			Status
Supranationals Ratings AA-/Aa3/AA- or better (Rated by 1 NRSRO)			Compliant
Municipal Bonds Ratings Minimum A-/A3/A- (Rated by 1 NRSRO)			Compliant
Mortgages, CMOs and Asset Backed Securities Minimum Credit Rating AA/Aa3/AA (Rated by 1 NRSRO)			Compliant
Corporate Notes Ratings Minimum A-/A-/A3 (Rated by 1 NRSRO)			Compliant
Commercial Paper Ratings Minimum A1/P1/F1 (Rated by 1 NRSRO)			Compliant
Commercial Paper Minimum Long Term Rating A-/A3/A- (Rated by 1 NRSRO)			Compliant
Money Market Ratings Minimum AAA/Aaa/AAA (Rated by 1 NRSRO)			Compliant

1) Actual values are based on market value.

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Summary Overview

Citrus Heights Water District | Total Aggregate Portfolio

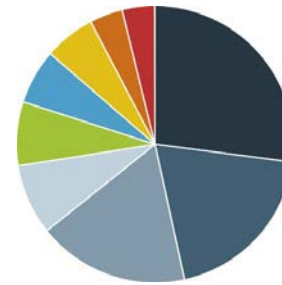


December 31, 2024

Portfolio Characteristics

Metric	Value
Cash and Cash Equivalents	10,544,522.63
Investments	23,332,723.93
Book Yield	4.30%
Market Yield	4.17%
Effective Duration	1.47
Years to Maturity	1.65
Avg Credit Rating	AAA

Allocation by Asset Class



- US Agency **27.1%**
- US Treasury **19.5%**
- Pooled Funds **17.7%**
- Corporate **8.2%**
- Money Market Fund **7.5%**
- Supranational **6.4%**
- Bank Deposit **6.0%**
- Asset Backed Securities **3.9%**
- Municipals **3.8%**
- Cash **0.0%**

Strategic Structure

Account	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain (Loss)	Accrued	Yield at Cost	Effective Duration	Benchmark Duration	Benchmark
CHWD-Investment Core	23,642,023.44	23,272,045.89	23,055,112.51	23,248,343.17	(23,702.73)	208,681.52	4.53%	2.13	2.10	ICE BofA 0-5 Year US Treasury Index
CHWD-Liquidity	10,420,221.88	10,420,221.88	10,420,221.88	10,420,221.88	0.00	0.00	3.78%	0.01	0.09	ICE BofA US 1-Month Treasury Bill Index
Total	34,062,245.32	33,692,267.77	33,475,334.39	33,668,565.05	(23,702.73)	208,681.52	4.30%	1.47		



CHWD Holdings Report

As of 12/31/2024

CHWD_Total Portfolio (354503)

Dated: 01/07/2025

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
CAL_CAMP	California Asset Management Program	12/31/2024	5,943,769.48	5,943,769.48	5,943,769.48	5,943,769.48	0.00	0.00	4.730	0.010 0.000
CAL_LGIP	CALIFORNIA LAIF	12/31/2024	55,917.80	55,917.80	55,917.80	55,917.80	0.00	0.00	4.434	0.010 0.000
CHWD_BMO_DEP	BMO Deposit	12/31/2024	2,015,894.12	2,015,894.12	2,015,894.12	2,015,894.12	0.00	0.00	0.000	0.010 0.000
60934N104	FEDERATED HRMS GV O INST	12/31/2024	2,404,640.48	2,404,640.48	2,404,640.48	2,404,640.48	0.00	0.00	4.580	0.000 0.000
31846V203	FIRST AMER:GVT OBLG Y	12/31/2024	123,872.95	123,872.95	123,872.95	123,872.95	0.00	0.00	4.090	0.000 0.000
CCYUSD	Receivable	12/31/2024	427.80	427.80	427.80	427.80	0.00	0.00	---	---
91282CDS7	UNITED STATES TREASURY	01/15/2025	400,000.00	399,388.11	378,015.63	399,540.00	151.89	2,078.80	5.330	0.041 0.041
3130AV7L0	FEDERAL HOME LOAN BANKS	02/28/2025	300,000.00	300,009.32	300,099.00	300,282.00	272.68	5,125.00	4.975	0.157 0.162
3130AUZC1	FEDERAL HOME LOAN BANKS	03/14/2025	350,000.00	349,697.10	347,480.00	350,210.00	512.90	4,811.28	5.083	0.201 0.200
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	04/22/2025	350,000.00	345,503.17	324,558.50	346,174.50	671.33	419.27	5.093	0.304 0.307
02582JJT8	AMXCA 2022-2 A	05/15/2025	200,000.00	198,723.69	193,437.50	199,112.00	388.31	301.33	5.277	0.364 0.370
912828XB1	UNITED STATES TREASURY	05/15/2025	400,000.00	395,768.81	380,328.13	396,868.00	1,099.19	1,103.59	5.171	0.367 0.370
254683CS2	DCENT 2022-2 A	05/15/2025	200,000.00	198,347.79	192,750.00	199,068.00	720.21	295.11	5.747	0.364 0.370
3133EPNB7	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/20/2025	300,000.00	299,731.28	298,854.00	300,339.00	607.72	423.96	4.829	0.460 0.468
3133EPRS6	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/28/2025	350,000.00	349,568.37	348,539.10	351,081.50	1,513.13	7,251.56	5.103	0.551 0.572
06428CAC8	BANK OF AMERICA NA	08/18/2025	250,000.00	249,987.37	249,960.00	251,357.50	1,370.13	5,218.40	5.658	0.526 0.630
89236TKZ7	TOYOTA MOTOR CREDIT CORP	09/11/2025	200,000.00	200,169.59	200,490.00	201,424.00	1,254.41	3,422.22	5.469	0.666 0.695
91282CFK2	UNITED STATES TREASURY	09/15/2025	300,000.00	297,719.96	292,769.53	298,404.00	684.04	3,132.60	4.649	0.681 0.706
17325FBA5	CITIBANK NA	09/29/2025	250,000.00	249,937.65	249,832.50	252,200.00	2,262.35	3,746.44	5.900	0.640 0.745
14041NGB1	COMET 2022-3 A	10/15/2025	200,000.00	199,712.40	199,156.25	200,738.00	1,025.60	440.00	5.200	0.759 0.789
3133EPMB8	FEDERAL FARM CREDIT BANKS FUNDING CORP	12/08/2025	300,000.00	298,701.62	296,577.00	299,796.00	1,094.38	790.63	4.621	0.907 0.936
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP	01/22/2026	500,000.00	498,821.74	497,790.00	498,825.00	3.26	9,109.38	4.360	1.006 1.060
3133ERNJ6	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/06/2026	500,000.00	501,943.31	502,520.00	501,245.00	-698.31	9,062.50	4.129	1.042 1.101
91282CGL9	UNITED STATES TREASURY	02/15/2026	350,000.00	347,429.57	344,175.78	349,079.50	1,649.93	5,288.04	4.702	1.073 1.126
3133EPNV3	FEDERAL FARM CREDIT BANKS FUNDING CORP	03/30/2026	300,000.00	299,587.16	299,085.00	300,507.00	919.84	3,317.71	4.496	1.193 1.244
3133EPPR0	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/10/2026	400,000.00	399,558.04	399,045.60	401,996.00	2,437.96	4,162.50	4.721	1.216 1.274
14913UAA8	CATERPILLAR FINANCIAL SERVICES CORP	05/15/2026	150,000.00	149,184.75	148,278.00	149,793.00	608.25	833.75	4.779	1.311 1.370
3133EPUD5	FEDERAL FARM CREDIT BANKS FUNDING CORP	05/28/2026	300,000.00	299,571.94	299,160.60	302,100.00	2,528.06	1,306.25	4.863	1.345 1.405
24422EWX3	JOHN DEERE CAPITAL CORP	06/08/2026	150,000.00	149,994.18	149,988.00	150,630.00	635.82	455.21	4.752	1.371 1.435
89239KAC5	TAOT 2022-A A3	06/15/2026	51,880.94	50,891.45	49,937.43	51,484.57	593.12	28.36	5.555	0.233 1.454



CHWD Holdings Report

As of 12/31/2024

CHWD_Total Portfolio (354503)

Dated: 01/07/2025

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
3133EPNG6	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/23/2026	300,000.00	299,842.43	299,679.00	300,417.00	574.57	291.67	4.413	1.416 1.476
3133EPQC2	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/17/2026	250,000.00	249,789.18	249,595.25	251,092.50	1,303.32	5,267.36	4.684	1.447 1.542
78016FZZ0	ROYAL BANK OF CANADA	07/20/2026	150,000.00	149,791.99	149,596.50	151,402.50	1,610.51	3,488.33	5.298	1.446 1.550
06051GLA5	BANK OF AMERICA CORP	07/22/2026	150,000.00	149,404.01	147,766.50	149,992.50	588.49	3,197.89	5.363	0.534 1.556
797272RN3	SAN DIEGO CALIF CMNTY COLLEGE DIST	08/01/2026	145,000.00	138,096.51	131,719.45	138,830.25	733.74	873.02	4.718	1.529 1.583
94988J6D4	WELLS FARGO BANK NA	08/07/2026	250,000.00	249,949.37	249,905.00	252,962.50	3,013.13	5,450.00	5.464	1.429 1.600
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/14/2026	350,000.00	349,856.30	349,733.30	351,372.00	1,515.70	5,993.75	4.527	1.522 1.619
3453YAE0	FORDO 2020-C A4	08/15/2026	87,996.12	85,399.03	83,087.58	87,857.08	2,458.05	19.95	4.876	0.229 1.621
3130AWTQ3	FEDERAL HOME LOAN BANKS	09/11/2026	350,000.00	348,951.51	348,110.00	352,012.50	3,060.99	4,946.18	4.814	1.594 1.695
78016EZZ3	ROYAL BANK OF CANADA	11/02/2026	200,000.00	187,619.20	177,770.00	188,850.00	1,230.80	458.89	5.114	1.774 1.838
13067WRD6	CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/01/2026	165,000.00	153,159.79	145,063.05	154,586.85	1,427.06	126.50	5.028	1.862 1.917
17325FBC1	CITIBANK NA	12/04/2026	250,000.00	252,613.69	254,080.00	253,740.00	1,126.31	1,029.00	4.872	1.744 1.925
3130ATVE4	FEDERAL HOME LOAN BANKS	12/11/2026	500,000.00	505,844.11	506,825.00	502,370.00	-3,474.11	1,250.00	3.864	1.841 1.945
91282CJT9	UNITED STATES TREASURY	01/15/2027	500,000.00	498,804.73	498,261.72	497,540.00	-1,264.73	9,239.13	4.125	1.904 2.041
912828Z78	UNITED STATES TREASURY	01/31/2027	375,000.00	354,005.21	339,667.97	354,641.25	636.04	2,353.94	4.438	2.003 2.085
3130A3DU5	FEDERAL HOME LOAN BANKS	03/12/2027	500,000.00	491,418.93	490,142.50	487,690.00	-3,728.93	4,541.67	3.827	2.080 2.194
91282CKE0	UNITED STATES TREASURY	03/15/2027	500,000.00	500,049.16	500,058.59	499,870.00	-179.16	6,339.78	4.244	2.059 2.203
3133ENV9	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/26/2027	350,000.00	337,839.94	330,400.00	338,387.00	547.06	1,816.84	4.522	2.200 2.318
91412HFP3	UNIVERSITY CALIF REVS	05/15/2027	200,000.00	186,653.36	178,080.00	186,294.00	-359.36	349.09	4.469	2.286 2.370
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP	05/20/2027	500,000.00	507,817.48	508,888.00	502,600.00	-5,217.48	2,562.50	3.802	2.231 2.383
91282CEW7	UNITED STATES TREASURY	06/30/2027	300,000.00	293,614.64	289,699.22	292,965.00	-649.64	26.93	4.187	2.370 2.496
7994082A6	SAN RAMON VALLEY CALIF UNI SCH DIST	08/01/2027	250,000.00	229,640.59	218,142.50	230,770.00	1,129.41	1,233.33	4.688	2.483 2.583
799038NS9	SAN MATEO CNTY CALIF CMNTY COLLEGE DIST	09/01/2027	220,000.00	202,652.02	192,810.20	203,486.80	834.78	1,075.80	4.768	2.552 2.668
65480BAD9	NAROT 2021-A A4	09/15/2027	182,172.35	172,434.05	166,958.11	179,315.88	6,881.83	46.15	5.002	0.466 2.706
91282CFM8	UNITED STATES TREASURY	09/30/2027	300,000.00	299,698.92	299,531.25	298,815.00	-883.92	3,161.74	4.164	2.545 2.747
419792DB9	HAWAII ST	10/01/2027	200,000.00	194,239.51	191,052.00	194,478.00	238.49	1,675.00	4.514	2.503 2.750
89236TKL8	TOYOTA MOTOR CREDIT CORP	11/10/2027	150,000.00	152,283.11	153,498.00	153,517.50	1,234.39	1,158.13	4.850	2.609 2.860
12663JAC5	CNH 2022-B A3	11/15/2027	190,673.29	187,257.69	185,504.26	189,723.73	2,466.05	329.65	5.368	0.685 2.873
023135CP9	AMAZON.COM INC	12/01/2027	150,000.00	149,722.99	149,578.50	150,901.50	1,178.51	568.75	4.620	2.655 2.917
142921AD7	CARMX 2032-2 A3	01/18/2028	200,000.00	199,525.76	199,289.06	200,902.00	1,376.24	448.89	5.252	0.994 3.049



CHWD Holdings Report

As of 12/31/2024

CHWD_Total Portfolio (354503)

Dated: 01/07/2025

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
24422EWR6	JOHN DEERE CAPITAL CORP	01/20/2028	150,000.00	150,074.09	150,111.00	150,768.00	693.91	3,186.46	4.731	2.756 3.055
3133EPAV7	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/14/2028	250,000.00	248,034.87	247,082.50	246,455.00	-1,579.87	3,686.63	4.154	2.862 3.123
931142FB4	WALMART INC	04/15/2028	150,000.00	148,005.13	147,082.50	147,268.50	-736.63	1,235.00	4.352	3.012 3.290
46647PDA1	JPMORGAN CHASE & CO	04/26/2028	150,000.00	146,855.69	144,790.50	148,206.00	1,350.31	1,170.81	5.145	2.162 3.320
91282CCE9	UNITED STATES TREASURY	05/31/2028	300,000.00	274,002.10	262,359.38	270,939.00	-3,063.10	329.67	4.082	3.275 3.416
3130AWN63	FEDERAL HOME LOAN BANKS	06/30/2028	300,000.00	299,250.91	298,938.00	297,735.00	-1,515.91	33.33	4.080	3.231 3.498
419792YT7	HAWAII ST	08/01/2028	200,000.00	177,989.76	169,290.00	178,058.00	68.24	954.17	4.623	3.421 3.586
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	08/01/2028	500,000.00	507,684.30	509,670.00	503,245.00	-4,439.30	9,635.42	4.150	3.211 3.586
3133EPUN3	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/28/2028	350,000.00	351,785.49	352,439.50	352,166.50	381.01	5,381.25	4.328	3.294 3.660
91282CDF5	UNITED STATES TREASURY	10/31/2028	650,000.00	600,174.57	596,933.60	582,185.50	-17,989.07	1,530.73	3.542	3.651 3.835
45950VSM9	INTERNATIONAL FINANCE CORP	11/27/2028	250,000.00	253,885.32	254,912.50	251,122.50	-2,762.82	1,062.50	4.056	3.534 3.909
3130AXQK7	FEDERAL HOME LOAN BANKS	12/08/2028	500,000.00	511,957.46	514,770.00	507,670.00	-4,287.46	1,517.36	4.071	3.552 3.939
91282CDW8	UNITED STATES TREASURY	01/31/2029	425,000.00	389,990.93	382,101.56	383,779.25	-6,211.68	3,112.43	3.997	3.836 4.085
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK	02/15/2029	450,000.00	448,185.42	447,825.15	444,492.00	-3,693.42	7,012.50	4.233	3.690 4.126
45950VSZ0	INTERNATIONAL FINANCE CORP	03/27/2029	500,000.00	492,053.46	490,789.00	498,770.00	6,716.54	5,711.81	4.800	3.788 4.235
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/30/2029	625,000.00	632,675.69	633,768.75	633,831.25	1,155.56	5,030.38	4.430	3.856 4.329
91282CES6	UNITED STATES TREASURY	05/31/2029	650,000.00	608,845.04	604,144.53	607,730.50	-1,114.54	1,571.43	4.360	4.079 4.413
91282CFC0	UNITED STATES TREASURY	07/31/2029	500,000.00	469,563.47	468,398.44	463,870.00	-5,693.47	5,492.53	4.101	4.196 4.580
91282CFJ5	UNITED STATES TREASURY	08/31/2029	400,000.00	392,077.24	391,546.88	378,876.00	-13,201.24	4,247.24	3.593	4.226 4.665
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	10/16/2029	450,000.00	442,045.44	441,909.00	438,466.50	-3,578.94	3,632.81	4.287	4.282 4.791
91282CFY2	UNITED STATES TREASURY	11/30/2029	500,000.00	494,685.20	494,628.91	488,770.00	-5,915.20	1,703.30	4.116	4.406 4.914
---	---	08/21/2026	34,062,245.32	33,692,267.77	33,475,334.39	33,668,565.05	-23,702.73	208,681.52	4.296	1.471 1.639

* Weighted by: Market Value. * Holdings Displayed by: Lot.

This report is for general informational purposes only and is not intended to provide specific advice or recommendations. Government Portfolio Advisors (GPA) is an investment advisor registered with the Securities and Exchange Commission and is required to maintain a written disclosure statement of our background and business experience.

Questions About an Account: GPA's monthly & quarterly reports are intended to detail the investment advisory activity managed by GPA. The custodial bank maintains the control of assets and settles all investment transactions. The custodial statement is the official record of security and cash holdings and transactions. GPA recognizes that clients may use these reports to facilitate record keeping and that the custodial bank statement and the GPA report should be reconciled, and differences documented.

Trade Date versus Settlement Date: Many custodial banks use settlement date basis and post coupons or maturities on the following business days when they occur on weekend. These items may result in the need to reconcile due to a timing difference. GPA reports are on a trade date basis in accordance with GIPS performance standards. GPA can provide all account settings to support the reason for any variance.

Bank Deposits and Pooled Investment Funds Held in Liquidity Accounts Away from the Custodial Bank are Referred to as Line Item Securities: GPA relies on the information provided by clients when reporting pool balances, bank balances and other assets that are not held at the client's custodial bank. GPA does not guarantee the accuracy of information received from third parties. Balances cannot be adjusted once submitted however corrective transactions can be entered as adjustments in the following months activity. Assets held outside the custodial bank that are reported to GPA are included in GPA's oversight compliance reporting and strategic plan.

Account Control: GPA does not have the authority to withdraw or deposit funds from or to any client's custodial account. Clients retain responsibility for the deposit and withdrawal of funds to the custodial account. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Custodial Bank Interface: Our contract provides for the ability for GPA to interface into our client's custodial bank to reconcile transactions, maturities and coupon payments. The GPA client portal will be available to all clients to access this information directly at any time.

Market Price: Generally, GPA has set all securities market pricing to match custodial bank pricing. There may be certain securities that will require pricing override due to inaccurate custodial bank pricing that will otherwise distort portfolio performance returns. GPA may utilize Refinitiv pricing source for commercial paper, discount notes and supranational bonds when custodial bank pricing does not reflect current market levels. The pricing variances are obvious when market yields are distorted from the current market levels.

Performance Calculation: Historical returns are presented as time-weighted total return values and are presented gross and net of fees.

Amortized Cost: The original cost on the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discounts or premiums are amortized on a straight-line basis on all securities. This can be changed at the client's request.

Callable Securities: Securities subject to redemption in whole or in part prior to the stated final maturity at the discretion of the security's issuer are referred to as "callable". Certain call dates may not show up on the report if the call date has passed or if the security is continuously callable until maturity date. Bonds purchased at a premium will be amortized to the next call date while all other callable securities will be amortized to maturity. If the bond is amortized to the call date, amortization will be reflected to that date and once the call date passes, the bond will be fully amortized.

Duration: The duration is the effective duration. Duration on callable securities is based on the probability of the security being called given market rates and security characteristics.

Benchmark Duration: The benchmark duration is based on the duration of the stated benchmark that is assigned to each account.

Rating: Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Coupon Payments and Maturities on Weekends: On occasion, coupon payments and maturities occur on a weekend or holiday. GPA's report settings are on the accrual basis so the coupon postings and maturities will be accounted for in the period earned. The bank may be set at a cash basis, which may result in a reconciliation variance.

Cash and Cash Equivalents: GPA has defined cash and cash equivalents to be cash, bank deposits, LGIP pools and repurchase agreements. This may vary from your custodial bank which typically defines cash and equivalents as all securities that mature under 90 days. Check with your custodial bank to understand their methodology.

Account Settings: GPA has the portfolio settings at the lot level, if a security is sold our setting will remove the lowest cost security first. First-in-first-out (FIFO) settings are available at the client's request.

Historical Numbers: Data was transferred from GPA's legacy system, however, variances may exist from the data received due to a change of settings on Clearwater. GPA is utilizing this information for historical return data with the understanding the accrual settings and pricing sources may differ slightly.

Financial Situation: In order to better serve you, GPA should be promptly notified of any material change in your investment objective or financial situation.

No Guarantee: The securities in the portfolio are not guaranteed or otherwise protected by GPA, the FDIC (except for non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.



TREASURER'S REPORT TO THE BOARD OF DIRECTORS
For December 31, 2024

Summary of Funds

Fund Name	Par Amount	Book Value	Original Cost	Market Value
BMO Checking Plus Money Market Funds	4,420,535	4,420,535	4,420,535	4,420,535
Local Agency Investment Fund (LAIF)	55,918	55,918	55,918	55,918
California Asset Management Program (CAMP)	5,943,769	5,943,769	5,943,769	5,943,769
CHWD Investment CORE	23,642,023	23,272,046	23,055,123	23,248,343
Total	34,062,245.32	33,692,267.77	33,475,344.39	33,668,565.05

TREASURER'S REPORT TO THE BOARD OF DIRECTORS

For December, 2024

Funds Reconciliation

BMO Beginning Balance 12/1/2024		\$3,664,837
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RECEIPTS/TRANSFERS:

Receipts	1,743,805	
		<u>1,743,805</u>

DISBURSEMENTS/TRANSFERS:

Checks Issued / ACH Payments	489,472	
Returned Checks	3,441	
Bank fees	15,492	
Payroll	479,703	
		<u>988,108</u>
		755,697

Balance Per Bank 12/31/2024		<u>4,420,535</u>
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Outstanding Checks		84,625
Deposit in Transit		<u>95,858</u>

Balance Per Books 12/31/2024		<u>\$4,431,768</u>
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RECONCILEMENT:

BMO Checking Plus Money Market Funds	\$4,420,535
CAMP Pool Account	\$5,943,769
Local Agency Investment Fund	\$55,918

TOTAL LIQUIDY BALANCE	<u><u>\$10,420,222</u></u>
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CASH & INVESTMENT SUMMARY:

CHWD-Liquidity	10,420,222
CHWD-Investment Core	<u>23,272,046</u>
Total	<u><u>33,692,268</u></u>

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.



ANNIE Y. LIU
Treasurer
12/31/2024



HILARY M. STRAUS
Secretary

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : DECEMBER 2024 FINANCIAL REPORTS
STATUS : Action Item
REPORT DATE : January 28, 2025
PREPARED BY : Annie Liu, Director of Administrative Services

Due to end-of-year (for fiscal year end on 12-31-2024) financial closing, the January CC 5-7 financial reports for December 2024 will be included in the February Board agenda packet.

DECEMBER 2024 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
79012	ALEXANDER C TUCKER	Customer Refund	\$585.52
79013	RAISA OR VOLODYMR SAZHNYEV	Customer Refund	\$17.64
79014	ACWA JPIA	Workers Comp Insurance	\$104.16
79015	AFLAC	Employee Paid Insurance	\$249.53
79016	ALEXANDERS CONTRACT SERVICES	PC-Meter Read	\$3,281.06
79017	MICHAEL OR LYDIA AMARAL	Toilet Rebate Program	\$75.00
79018	ANSWERNET	Telephone-Answering Service	\$363.79
79019	AREA PORTABLE SERVICES	Equipment Rental-Field	\$116.68
79020	CALIFORNIA NEVADA SECTION AWWA	Dues & Subscriptions	\$125.00
79021	B AND M BUILDERS	Contract Services-Engineering	\$40,949.16
79022	BEST BEST AND KRIEGER	Legal & Audit	\$24,493.65
79023	CHRISTOPHER BELL	Professional Development	\$175.00
79024	BLUE JAY TRUCKING INC	Contract Services-Other	\$2,079.00
79025	ROBIN COPE	Retiree Benefits	\$520.00
79026	COVINO SMITH AND SIMON	Contract Services-Miscellaneous	\$1,666.67
79027	EVERBANK NA	Equipment Rental-Office	\$522.59
79028	ERNESTINE FREEMAN	Retiree Benefits	\$174.70
79029	MICHAEL GOMEZ	Toilet Rebate Program	\$75.00
79030	GRAINGER	Tools/ Equipment	\$1,134.49
79031	PETER OR SUSAN HINMAN	Toilet Rebate Program	\$75.00
79032	INTEGRITY ADMINISTRATORS INC	Health Insurance	\$249.05
79033	J4 SYSTEMS	Contract Services-Other	\$1,080.00
79034	ETHAN OR EILEEN JONAS	Toilet Rebate Program	\$150.00
79035	TODD JORDAN	Professional Development	\$118.17
79036	JENNIFER LIEBERMANN CONSULTING	Consulting Services	\$7,425.00
79037	M AND M BACKFLOW AND METER MAINTENANCE	Contract Services-Other	\$13,150.00
79038	MESSENGER PUBLISHING GROUP	Publication Notices	\$225.00
79039	NAPA AUTO PARTS	Repair-Equipment	\$31.94
79040	NOR CAL PERLITE INC	Supplies-Field	\$3,169.59
79041	NOWSPEED INC	Contract Services-Other	\$250.00
79042	PACE SUPPLY CORP	Material	\$16,220.51
79043	REPUBLIC SERVICES 922	Utilities	\$486.27
79044	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$415.53
79045	SCARSDALE SECURITY SYSTEMS INC	Contract Services-Other	\$532.44
79046	MARY LYNN SCHERRER	Retiree Benefits	\$174.70
79047	SMUD	Utilities	\$12,339.45
79048	SONITROL	Equipment Rental-Office	\$212.64
79049	STATE WATER RESOURCES CONTROL BOARD	Dues & Subscriptions	\$150.00
79050	NEIL A TAMAGNI	Toilet Rebate Program	\$540.00
79051	TEE JANITORIAL MAINTENANCE	Contract Services-Other	\$2,989.00
79052	A TEICHERT AND SON INC	Road Base	\$4,457.19
79053	MELINDA M TUPPER	Retiree Benefits	\$520.00
79054	VERIZON WIRELESS	Telephone-Wireless	\$496.37
79055	STEVE WIGGINTON	Toilet Rebate Program	\$75.00
79056	WYJO SERVICES CORP	Repair-Trucks	\$900.00
79057	STATE WATER RESOURCES CONTROL BOARD	Dues & Subscriptions	\$155.00
79058	BETTE R VANCE	Customer Refund	\$23.87
79059	STONE INVESTMENTS LLC	Customer Refund	\$92.87
79060	BOBBY E OR PHYLLIS WILSON J	Customer Refund	\$18.66
79061	DARTING FAMILY 2017 TRUST	Customer Refund	\$150.33
79062	IRENE LEE	Customer Refund	\$83.85
79063	CHRISTOPHER OR DANA M WITTEK	Customer Refund	\$17.82
79064	ALEXANDRIA M OR CHELSEA N FAHR	Customer Refund	\$33.84
79065	MARIA F MATHEWS	Customer Refund	\$64.06

DECEMBER 2024 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
79066	JAE H OR KISUN LEE	Customer Refund	\$15.20
79067	NATHAN A JOJO OR DANIELLE N NYGREN	Customer Refund	\$30.67
79068	ALL PHASE CONSTRUCTION INC	Customer Refund	\$1,484.96
79069	QUEST TRUST COMPANY	Customer Refund	\$48.52
79070	YULIYA V BYKOVA	Customer Refund	\$35.20
79071	ZHURAVEL INCORPORATED	Customer Refund	\$119.86
79072	ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Reads	\$2,627.23
79073	MICHAEL OR LYDIA AMARAL	Toilet Rebate Program	\$150.00
79074	Jodi Ash	Contract Services-Miscellaneous	\$50.00
79075	BEST BEST AND KRIEGER	Legal & Audit	\$23,674.15
79076	JULIE BEYERS	Contract Services-Other	\$50.00
79077	BENDER ROSENTHAL INCORPORATED	Contract Services-Other	\$6,300.00
79078	BSK ASSOCIATES	Water Analysis	\$623.66
79079	BSK ASSOCIATES	Water Analysis	\$2,401.42
79080	CD AND POWER	Repair-Equipment	\$2,575.00
79081	CALIFORNIA LANDSCAPE ASSOCIATES INC	Janitorial	\$245.00
79082	NANETTE WHEELER CARTER	Contract Services-Other	\$50.00
79083	CITY OF FOSTER CITY	Contract Services-Miscellaneous	\$582.00
79084	COLANTUONO HIGHSMITH WHATLEY PC	Legal & Audit	\$21,874.23
79085	CARLA COMITER	Contract Services-Other	\$25.00
79086	CONSOLIDATED	Telephone-Local/Long Distance	\$3,085.37
79087	CORELOGIC INFORMATION SOLUTIONS INC	Dues & Subscriptions	\$231.85
79088	SACRAMENTO COUNTY UTILITIES	Utilities	\$211.84
79089	PAUL DIETRICH	Contract Services-Other	\$25.00
79090	EDELSTEIN GILBERT ROBSON AND SMITH LLC	Contract Services-Financial	\$5,833.33
79091	JULIA EUNICE	Contract Services-Other	\$25.00
79092	GRAINGER	Tools/ Equipment	\$231.00
79093	SUZANNE GUTHRIE	Contract Services-Other	\$50.00
79094	INDOOR ENVIRONMENTAL SERVICES	Maintenance Agreement-Equipment	\$2,656.35
79095	NICK OR IRINA IVANOVA	Toilet Rebate Program	\$129.99
79096	J COMM INC	Contract Services-Other	\$10,900.00
79097	J4 SYSTEMS	Contract Services-Other	\$5,397.50
79098	KEI WINDOW CLEANING 12	Janitorial	\$120.00
79099	LIEBERT CASSIDY WHITMORE	Legal & Audit	\$225.00
79100	ERIC LINDBERG	Contract Services-Other	\$50.00
79101	LOWES	Supplies-Field	\$662.95
79102	MACQUARIE EQUIPMENT CAPITAL INC	Equipment Rental-Office	\$376.97
79103	KRISSI MIRAMONTES	Contract Services-Other	\$50.00
79104	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$3,560.48
79105	JENNA MOSER	Contract Services-Other	\$50.00
79106	MICHAEL NISHIMURA	Contract Services-Other	\$50.00
79107	ROBERT J or PAMELA J OLSEN	Toilet Rebate Program	\$75.00
79108	QUICK QUACK CAR WASH	Maintenance Agreement-Equipment	\$380.00
79109	RED WING SHOE STORE	Tools/ Equipment	\$571.52
79110	RENTAL GUYS	Equipment Rental-Field	\$96.84
79111	THURAYYA S SALAAM	Toilet Rebate Program	\$75.00
79112	VIOLA C SANVORDENKER	Toilet Rebate Program	\$75.00
79113	SOROPTIMIST INTERNATIONAL CH	Dues & Subscriptions	\$220.00
79114	SWRCB	Dues & Subscriptions	\$3,630.00
79115	STATE WATER RESOURCES CONTROL BOARD	Professional Development	\$60.00
79116	ALAN UTZIG	Contract Services-Other	\$50.00
79117	WATERWISE CONSULTING INC	Contract Services-Other	\$475.00
79118	WOLF CONSULTING	Contract Services-Other	\$5,500.00
79119	JUTTA COTNER OR DAVID G FETCH	Customer Refund	\$114.69
79120	PATRICIA L GLOVER	Customer Refund	\$383.45
79121	KELLOGG 2018 TRUST	Customer Refund	\$74.24

DECEMBER 2024 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
79122	LARRY OR NELCEDA MILLER	Customer Refund	\$105.64
79123	KLINTON H OR BRENDA M DONALDSON	Customer Refund	\$49.03
79124	MICHELLE A HALL	Customer Refund	\$65.79
79125	DONNA MARIE CAESARE	Customer Refund	\$17.78
79126	EDVARD OR LINA VISOCHIN	Customer Refund	\$55.49
79127	CLAUDIU OR ADRIANA ALBU	Customer Refund	\$68.29
79128	SOPHIA ADAZA OR DEMITRIY STILES	Customer Refund	\$46.46
79129	LONOS LLC	Customer Refund	\$20.49

DECEMBER 2024 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
79130	Anatoliy S Lutsik	Customer Refund	\$3,867.52
79131	ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Reads	\$2,291.20
79132	ED ANDREWS	Toilet Rebate Program	\$150.00
79133	ANG AUDIO VISUAL SERVICES	Contract Services-Miscellaneous	\$2,830.00
79134	AREA PORTABLE SERVICES	Equipment Rental-Field	\$116.68
79135	AWWA	Dues & Subscriptions	\$5,020.00
79136	BATTERIES PLUS BULBS 310	Small Tools	\$80.50
79137	BEST BEST AND KRIEGER	Legal & Audit	\$6,271.00
79138	BENDER ROSENTHAL INCORPORATED	Contract Services-Other	\$1,200.00
79139	BSK ASSOCIATES	Water Analysis	\$378.64
79140	CITY OF CITRUS HEIGHTS	Equipment Rental	\$804.00
79141	LONG CHUNG	Toilet Rebate Program	\$150.00
79142	COBEX CONSTRUCTION GROUP	Contract Services-Miscellaneous	\$36,477.00
79143	COMCAST	Equipment Rental-Office	\$96.68
79144	CRISPIMAGING	Contract Services-Engineering	\$21.76
79145	CTY OF SAC DEPT OF FINANCE	Contract Services-Miscellaneous	\$56.65
79146	COUNTY OF SACRAMENTO	Permit Fees	\$365.75
79147	COUNTY OF SACRAMENTO	Dues & Subscriptions	\$2,061.00
79148	FAIR OAKS ARBORIST	Contract Services-Other	\$2,400.00
79149	GOVERNMENT PORTFOLIO ADVISORS	Contract Services-Financial	\$1,379.07
79150	HOWELL CONSULTING INC	Contract Services-Miscellaneous	\$8,000.00
79151	INDUSTRIAL SERVICE AND SUPPLY INC	Supplies-Field	\$5,824.00
79152	J4 SYSTEMS	Contract Services-Other	\$7,926.45
79153	KASL CONSULTING ENGINEERS	Contract Services-Engineering	\$1,519.50
79154	KIWANIS OF CITRUS HEIGHTS	Dues & Subscriptions	\$750.00
79155	M AND M BACKFLOW AND METER MAINTENANCE	Contract Services-Other	\$3,015.00
79156	MASON SMITH SUCCESS STRATEGIES	Consulting Services	\$18,000.00
79157	SCOTT MCKEE	Liabilty & Comp Insurance	\$124.67
79158	MIDAMERICA ADMINISTRATIVE RETIREMENT	Employee Paid Insurance	\$264.00
79159	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$3,089.77
79160	PACE SUPPLY CORP	Material	\$4,676.89
79161	PACIFIC GAS AND ELECTRIC	Utilities	\$257.47
79162	PLACER COUNTY DEPARTMENT OF PUBLIC WORKS	Permit Fees	\$75.00
79163	RED WING SHOE STORE	Tools/ Equipment	\$252.12
79164	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$597.55
79165	SAGENT	Contract Services-Other	\$10,530.60
79166	DAVID SEIM	Toilet Rebate Program	\$75.00
79167	MICHAEL SHORTER	Professional Development	\$175.00
79168	ANDREW TRAN	Professional Development	\$175.00
79169	WALKERS OFFICE SUPPLIES	Office Expense	\$170.07
79170	WIZIX TECHNOLOGY GROUP INC	Equipment Rental-Office	\$14.50
Total			\$384,406.27
ACH	1168-2024-11 IC	Bank Fee	\$6,824.37
ACH	ADP 676534889	Contract Services-Financial	\$104.55
ACH	ADP 676922949	Contract Services-Financial	\$492.50
ACH	ADP 678050472	Contract Services-Financial	\$711.40
ACH	BMO NOVEMBER 2024	Bank Fee	\$1,682.90
ACH	CALIFORNIA CHOICE JANUARY 2025	Health Insurance	\$55,228.66
ACH	CHASE BANK NOVEMBER 2024	Bank Fee	\$5,675.93
ACH	ICMA 12/19/2024 PAYDAY	Deferred Compensatio	\$12,795.28
ACH	ICMA 12/5/2024 PAYDAY	Deferred Compensatio	\$12,683.36
ACH	JP MORGAN NOVEMBER 2024	See December Agenda Item CC-9	\$1,856.44

DECEMBER 2024 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACH	JP MORGAN NOVEMBER 2024	See December Agenda Item CC-9	\$26,992.10
ACH	PERS 11/21/2024 PAYDAY	PERS	\$29,748.43
ACH	PERS 12/2/2024 PAYDAY	PERS	\$30,932.51
ACH	PRINCIPAL LIFE JANUARY 2025	Health Insurance	\$11,638.62
ACH	STERLING ADMINISTRATORS	Contract Services-Miscellaneous	\$910.00
ACH	VALIC 12/19/2024 PAYDAY	Deferred Compensation	\$905.99
ACH	VALIC 12/5/2024 PAYDAY	Deferred Compensation	\$2,854.72
Total			<u>\$202,037.76</u>
Grand Total			<u><u>\$586,444.03</u></u>

JP Morgan Purchase Card Distributions
Dec-24

Name	Prepaid	Dues & Subscription	General Supplies	Professional Development	District Events & Recognition	Tools & Equipment	Equipment Maintenance	Support Services	Postage/Shipping/Fr eight	Total Bill
Shockley	\$ 8,808.99	\$ 1,569.17	\$ 494.99	\$ 817.49	\$ 1,671.40	\$ 1,092.82	\$ 559.52	\$ 631.95		\$ 15,646.33
Scott				\$ 3.75	\$ 405.55					\$ 409.30
Tran		\$ 65.15			\$ 48.55	\$ 1,065.72				\$ 1,179.42
Spiers						\$ 682.53	\$ 2,157.11			\$ 2,839.64
Gordon				\$ 130.08	\$ 179.19					\$ 309.27
Straus				\$ 101.00	\$ 6.02					\$ 107.02
Liu		\$ 3.98			\$ 48.00					\$ 51.98
Shepard		\$ 2.95			\$ 832.94					\$ 835.89
Moore								\$ 105.00	\$ 57.06	\$ 162.06
Pieri					\$ 157.41					\$ 157.41
Total Bill	\$ 8,808.99	\$ 1,641.25	\$ 494.99	\$ 1,052.32	\$ 3,349.06	\$ 2,841.07	\$ 2,716.63	\$ 736.95	\$ 57.06	\$ 21,698.32

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : EMPLOYEE RECOGNITION
STATUS : Information Item
REPORT DATE : December 10, 2024
PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk
 : Kayleigh Shepard, Management Analyst/Deputy Board Clerk

The following District employees were recognized for perfect attendance, outstanding customer service, and quality of work during the month of December 2024.

Administrative Services

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Dana Mellado	Yes	Due to the heavy rain on 12/12, the District gate was not able to close properly. Viviana and Dana stayed after hours to manually close the gate. Their eye for detail and vigilance for security were much appreciated!	Completed 200-meter change-out work orders for the meter testing program. Assisted with the Interim Audit Fieldwork; the auditors were very impressed with staff's promptness in fulfilling their requests.
Brittney Moore			Presented at the December Budget Hearing. Assisted with the Interim Audit Fieldwork; the auditors were very impressed with staff's promptness in fulfilling their requests.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Viviana Munoz		<p>Assisted Public Affairs staff with logistics for the December Customer Advisory Committee (CAC) meeting.</p> <p>Assisted Board Clerk staff with logistics for the December 10th Public Hearings.</p> <p>Due to the heavy rain on 12/12, the District gate was not able to close properly. Viviana and Dana stayed after hours to manually close the gate. Their eye for detail and vigilance for security were much appreciated!</p> <p>Viviana provided exemplary customer service by staying on the phone with a customer while they were driving to ensure they could locate and arrive at the District office safely.</p>	<p>Provided coverage due to staff outage.</p> <p>Assisted with the Interim Audit Fieldwork; the auditors were very impressed with staff's promptness in fulfilling their requests.</p>
Kayleigh Shepard	Yes	<p>Director of Public Affairs commended Kayleigh for leading coordination efforts for the December CAC meeting.</p> <p>Assisted with A/V coordination for the 2025 CAC meetings.</p> <p>Coordinated the staff activities for a winter holiday teambuilding event.</p>	<p>Quickly and efficiently helped to format and finalize the Budget Book.</p> <p>Implemented Netfile Form 700 e-filing.</p> <p>Assisted with the Interim Audit Fieldwork; the auditors were very impressed with staff's promptness in fulfilling their requests.</p>
Beth Shockley	Yes	<p>Coordinated the winter holiday teambuilding event.</p> <p>Assisted Public Affairs staff with logistics for the December CAC meeting.</p>	<p>Assisted with the Interim Audit Fieldwork; the auditors were very impressed with staff's promptness in fulfilling their requests.</p>

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Mike Shorter			Present at the Budget/Rate/Fees Hearings. Assisted with coordinating the Interim Audit – The Auditor said Mike is very sharp and responded and provided information very quick.
Desiree Smith			Provided coverage due to staff outage. Assisted with the Interim Audit Fieldwork; the auditors were very impressed with staff’s promptness in fulfilling their requests.
Andy Tran	Yes		Assisted with the Interim Audit Fieldwork; the auditors were very impressed with staff’s promptness in fulfilling their requests.

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes	Participated in Information Technology (IT) staffing interviews on 12/17/24.	
Tim Katkanov	Yes		
Neil Tamagni			Worked beyond regular work hours on 12/17/24, 12/19/24, and 12/20/24 on the Auburn Boulevard Complete Streets Project.

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Chris Bell	Yes		

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Andrew Callister	Yes		
Jose Calvillo	Yes		
Brady Chambers	Yes		
Tim Cutler			Assisted with the Interim Audit Fieldwork; the auditors were very impressed with staff's promptness in fulfilling their requests.
Kelly Drake	Yes		
Ricky Kelley	Yes		
Chris Nichols	Yes	Due to the heavy rain on 12/12, the District gate was not able to close properly. Chris provided Viviana and Dana verbal instructions on how to manually close the gate after hours.	
Jace Nunes			Developed and submitted a new State annual report (SAFER Report) as required by the new "Making Conservation a Way of Life" regulations.
John Spinella	Yes		12/30 – Completed USA tickets and marked the locations of District infrastructure during the holiday closure.

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
JANUARY 28, 2025 REGULAR MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : January 7, 2025
 PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

OBJECTIVE:
 Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA					
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
February 18, 2025					
February 18, 2025	Annual	Investment Portfolio Update	Liu/Shorter	CC	A
February 18, 2025	Annual	Financial Policies (6000 Series) Updates, including Investment Policy	Liu	B	A
February 18, 2025		Award of Contract to Municipal Financial Advisor	Liu	B	A
March 25, 2025					
March 25, 2025		Award of Contract for Fair Oaks Boulevard Water Main Project	Pieri	CC	A
March 25, 2025		Customer Advisory Committee Appointments	Gordon	CC	A
March 25, 2025		Award of Contract for Enterprise Resource Planning (ERP) vendor	Liu	B	A
April 22, 2025					
April 22, 2025		2025 Strategic Plan Update	Moore	SS	I/D
April 22, 2025		Backflow Resolution	Scott	B	A
May 27, 2025					
May 27, 2025		Annual Financial Report	Liu	CC	A
May 27, 2025	Annual	Poster Contest Presentation	Nunes	P	I/D
June 24, 2025					
June 24, 2025		Finance Corporation Officer Appointment and Status of Financing Corporation	Liu	B	A
June 24, 2025	Every 3 Years	Public Health Goals	Hensley	B	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
STATUS : Information Item
REPORT DATE : January 13, 2025
PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project - Pipeline Condition Assessment	Engineering	Director of Engineering, Principal Civil Engineer, Management Analyst	Yes, updates as necessary	Yes	Pipeline Condition Assessment	Segment 1 (42- inch): External Corrosion Direct Assessment in progress. Pipeline Condition Assessment Protocol in process. Staff-level quarterly update meeting held on 01/09/25. Next quarterly update meeting in April

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
DISTRICT ENGINEERING STANDARDS	Engineering	Director of Engineering, Engineering and Operations Department	Yes, updates as necessary	No	Develop Engineering Standards for Private Development Projects	Staff reviewing draft standards. Anticipate presentation to Board in Q1 2025.
DISTRICT POLICY UPDATE & DEVELOPMENT (ENGINEERING RELATED)	Engineering	Director of Engineering, Engineering and Operations Department	Yes, updates as necessary	No	Develop and update District Policies that relate to Engineering/Development Projects	Policies 5000 and 7000 Series updated. Anticipate presentation to Board in Q1 2025.
DISTRICT WATER SYSTEM MASTER PLAN	Engineering	Director of Engineering, Principal Civil Engineer, Associate Civil Engineer	Yes, 10/22/24 (Award of Contract)	Yes	Update to the District's Existing Water System Master Plan	Kick-off meeting occurred on 11/19/24. Data collection in progress.
District-wide Easement Project (Phase 4)	Engineering	Director of Engineering and Assistant Engineer	Yes, updates as necessary	Yes	Obtaining easements for District-owned facilities.	Group 3 Easements in progress. Group 4 Easements in progress.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Buildout	Engineering	Director of Engineering, Principal Civil Engineer, Management Analyst, Technical Advisory Committee	Yes, 07/17/19 (Award of Contract) 1/13/25 (Options)	Yes	Program for office space requirements through 2045.	Building layout options presented to the Board on 01/13/25. Second presentation to the Board on 02/03/25.
CAPITAL IMPROVEMENT PROJECT - Minnesota Dr Water Main Project	Engineering	Director of Engineering and Assistant Engineer	Yes, 11/18/24 (Award of Contract)	No	2024 design, 2025 construction	Award of Contract occurred at 11/18/24 Board Meeting. Notice to Proceed issued in Jan 2025.
CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd to Leafcrest Water Main Project	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	2024/25 design, 2025 construction	District preparing 90% plans.
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.	Plan check fees paid 04/13/21. Plans resigned 05/06/24. Awaiting payment of fee balance.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments	Engineering	Director of Engineering and Associate Civil Engineer	No	No	Proposed apartments.	All fees paid. Plans signed on 08/28/23. Awaiting construction.
PRIVATE DEVELOPMENT 7975 Twin Oaks Ave Parcel Split 1 - 3	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split - 1 to 3 lot split; 3 single family homes with frontage improvements.	All comments incorporated. Awaiting payment of fees.
PRIVATE DEVELOPMENT 7501 Greenglen Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel Split - 1 to 2 lot split per SB9; 2 single family homes.	All fees paid. CHWD completed installation of water facilities on 12/02/24.

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 7401 Mariposa Ave Parcel Split 1 - 2</p>	<p>Engineering</p>	<p>Director of Engineering and Associate Engineer</p>	<p>No</p>	<p>No</p>	<p>Parcel Split - 1 parcel to 2 parcels.</p>	<p>Parcel split approved by the City.</p> <p>Improvement plans received from the developer on 10/04/24.</p> <p>District provided plan review comments on 10/09/24.</p>
<p>PRIVATE DEVELOPMENT 7939 Hanson Dr Parcel Split 1 - 2</p>	<p>Engineering</p>	<p>Director of Engineering and Associate Engineer</p>	<p>No</p>	<p>No</p>	<p>Parcel Split - 1 parcel to 2 parcels.</p>	<p>Received plans on 02/28/24.</p> <p>District provided plan review comments on 03/04/24.</p>
<p>PRIVATE DEVELOPMENT 7509 Twin Oaks Ave Food Truck Plaza</p>	<p>Engineering</p>	<p>Director of Engineering and Associate Engineer</p>	<p>No</p>	<p>No</p>	<p>Existing vacant site (with existing water service) to be used for a Food Truck Plaza.</p>	<p>District provided a Will Serve letter on 11/28/23.</p> <p>Improvement plans received from the developer on 12/04/24.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 5740 San Juan Ave Parcel Split 1 - 4</p>	<p>Engineering</p>	<p>Director of Engineering and Associate Engineer</p>	<p>No</p>	<p>No</p>	<p>Parcel Split 1 parcel to 4 parcels.</p>	<p>Parcel split approved by the City. Improvement plans received from the developer on 08/19/24. Project on hold per developer.</p>
<p>PRIVATE DEVELOPMENT 8540 Auburn Blvd Starbucks</p>	<p>Engineering</p>	<p>Director of Engineering and Associate Engineer</p>	<p>No</p>	<p>No</p>	<p>New commercial development.</p>	<p>Work being incorporated into City's Auburn Blvd - Complete Streets Phase 2 project.</p>
<p>PRIVATE DEVELOPMENT 8425 Harper Way New Single Family Dwelling Unit</p>	<p>Engineering</p>	<p>Director of Engineering and Associate Engineer</p>	<p>No</p>	<p>No</p>	<p>New Single Family Dwelling Unit with a 1" water service.</p>	<p>All fees paid. Construction completed and easement obtained.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Complete Streets Phase 2</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north. 3 new irrigation services.</p>	<p>Final plans signed on 02/24/23.</p> <p>Fees for irrigation services paid.</p> <p>Construction on water related work began on 07/29/24. Water related construction 90% complete.</p>
<p>CITY OF CITRUS HEIGHTS PROJECT San Juan Ave (Madison Ave to Spicer) Road Improvements</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>City of Citrus Heights Road Improvements.</p>	<p>Water related work 100% complete.</p> <p>Payment of water related work to the City processed.</p> <p>Project closeout in progress.</p>
<p>COUNTY OF SACRAMENTO AC Overlay Project SACOG 2022 Phase 1 to 3</p>	<p>Engineering</p>	<p>Director of Engineering and Associate Civil Engineer</p>	<p>No</p>	<p>No</p>	<p>County of Sacramento Road Improvements along Greenback Lane from Fair Oaks Blvd. to Hazel Ave. Valve box adjustments on CHWD facilities.</p>	<p>County Awarded Construction Contract in February 2024.</p> <p>Paving complete. Water related construction 99% complete.</p>

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : January 7, 2025
 PREPARED BY : Jace Nunes, Management Analyst
 Rebecca Scott, Director of Operations

The Citrus Heights Water District has 20 employees in its Operations Department. The following report summarizes their work in December.

OPERATIONS MONTHLY ACTIVITIES

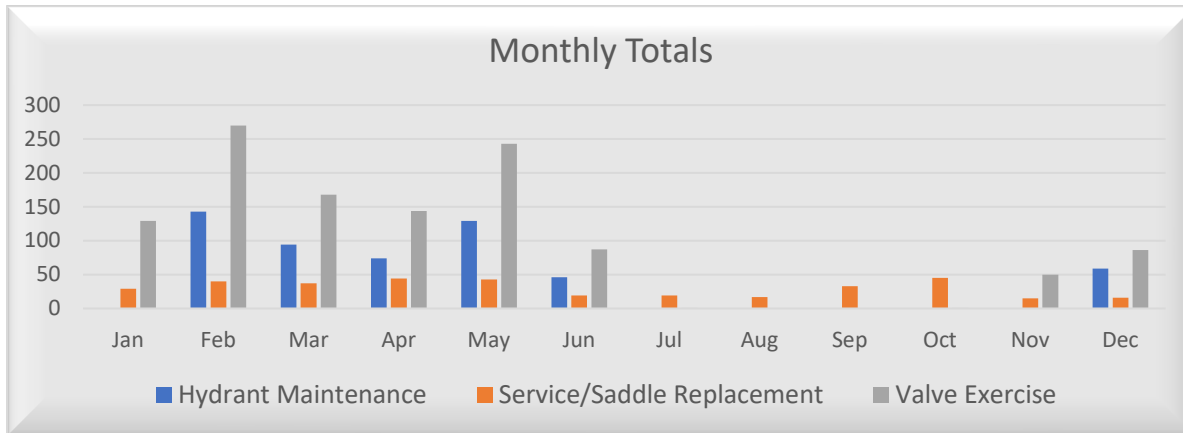
A. Distribution Division

The Operations Department includes 10 Distribution Operators who perform the necessary maintenance to properly operate and maintain over 250 miles of pipelines and more than 21,000 service connections.

The table below summarizes noteworthy common tasks staff perform.

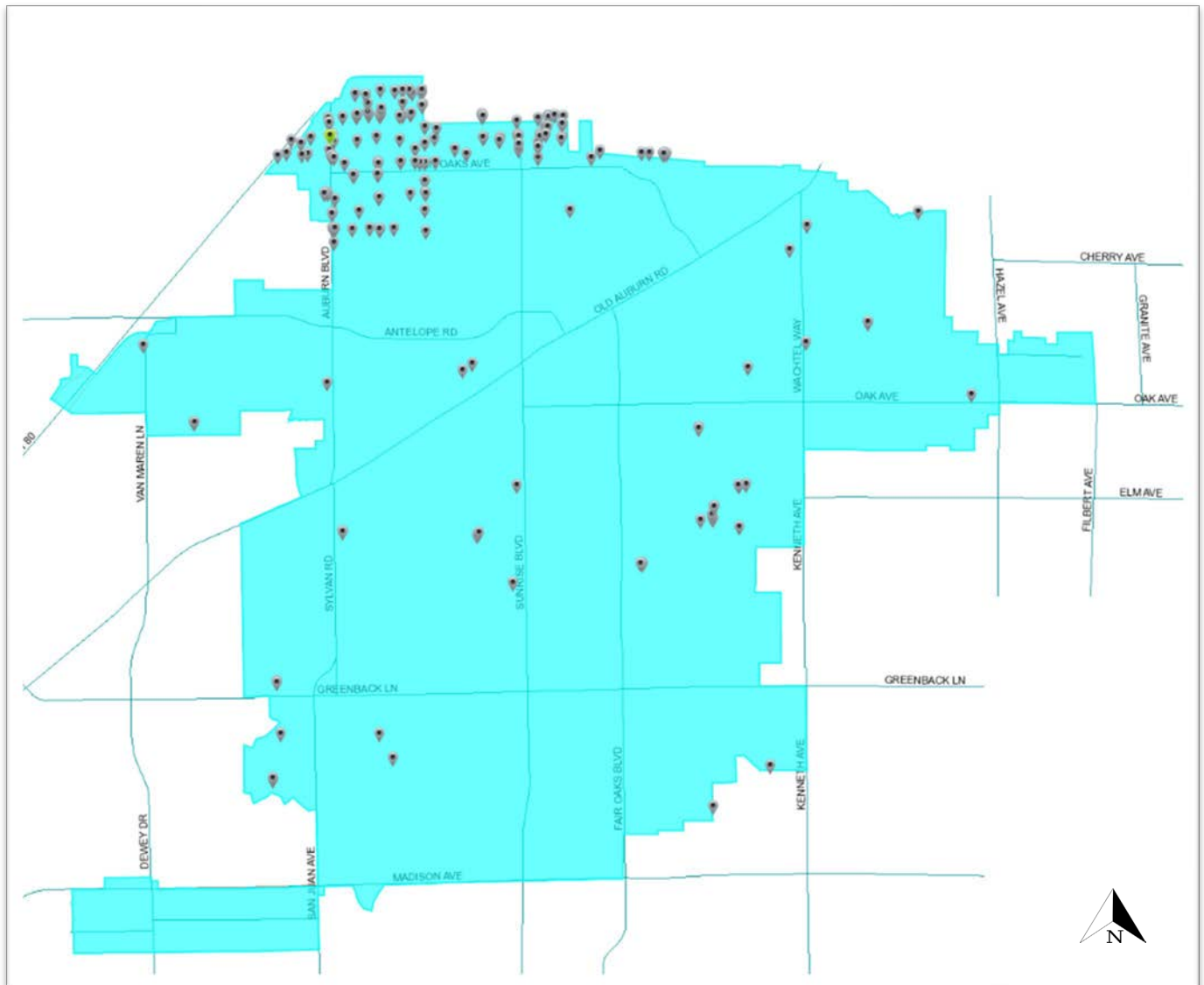
Distribution Maintenance	December 2024	Total CY 2024	Total # in System
Air Valve Inspection (ARV)	0	147	147
Hydrant Maintenance	59	546	2,170
Mainline Repair/Maintenance	1	2	
Meter Box Maintenance	2	29	21,007
Meter Register Replacement	5	197	21,007
Service/Saddle Replacement	16	347	21,007
Valve Exercise	86	1179	4,631
Total	169	2,447	

CIP Projects	December 2024	Total CY 2024
C24-010 Water Mainline	0	0
C24-011 Water Valves	2	29
C24-012 Water Services	17	375
C24-013 Water Meters	4	239
C24-014 Fire Hydrants	0	18
C24-103 Pothole Main	0	0
Total	23	661



The map below shows the locations where the Operations crews worked in December.

Locations Worked within the Citrus Heights Water District



B. Standby Summary

The Operations Department assigns employees to weekly standby duty to provide 24-hour coverage in case of water emergencies within the District. The year-to-date standby activity is provided below.

Standby Summary			
Standby Reporting Month	Total Calls to After-Hours Answering Service	Site Visits	Resolutions Via Phone Call
January	16	7	9
February	13	7	6
March	14	9	5
April	14	7	7
May	23	12	11
June	31	11	20
July	27	8	19
August	48	21	27
September	22	9	13
October	27	10	17
November	19	6	13
December	23	6	17

C. Operations Specialist

The District’s Operations Specialist performs the USA markings to help protect the District’s distribution system by identifying CHWD utilities for entities working in the District’s service area. The Operations Specialist also responds to leak investigations; requests to locate meters; and water turn ons/off (additional information in the chart below).

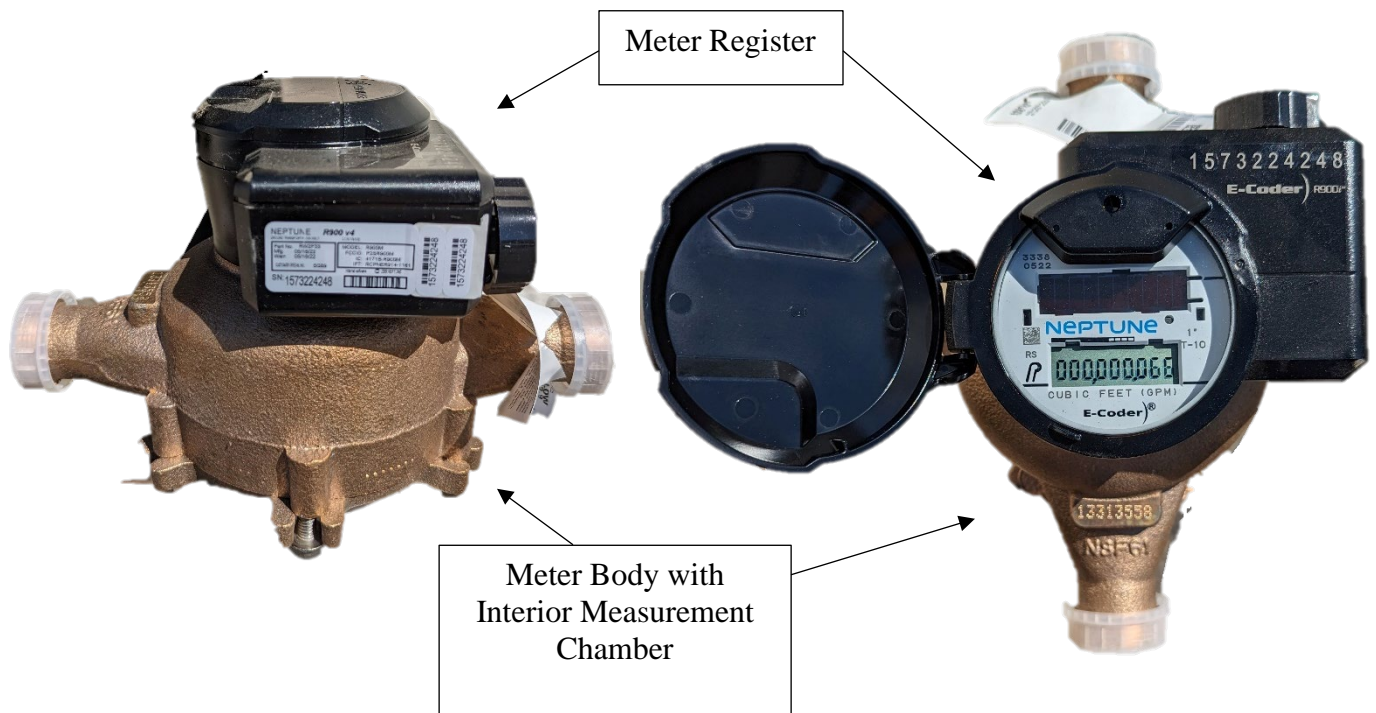
Operations Specialist Summary		
Work Description	December 2024	Total CY 2024
USA Markings	364	4,250
Check for Leak	19	402
Fire Hydrant Investigation	2	6
Locate a Meter	0	0
Turn Water On/Off	6	99
Total	391	4,366

D. Water Quality/Sampling Summary

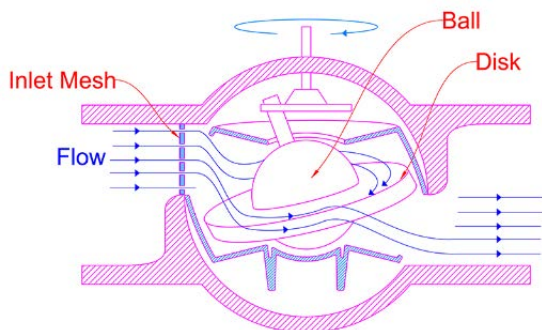
The Water Resources Division oversees routine monthly bacteriological testing as required by the California Division of Drinking Water. In December, 90 samples were collected with no positive results.

Residential Water Meters:

Although water meters perform the seemingly simple task of counting the water use of a household, their design and operations are more complex. Pictured below is a Neptune T-10 residential water meter. Approximately 88% of the District's residential meters are Neptune T-10s. The meter register sits on top of the measurement chamber and displays the total volume of water that has moved through the meter. The register on this particular meter is a radio read, which allows CHWD staff to obtain the reading by driving by the property.



A T-10 is a type of positive displacement meter, which determines volume as the flow of water moves a disc on an axis inside the measurement chamber. The illustration below shows a cross-section of how a positive displacement meter works.



**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
JANUARY 28, 2025 REGULAR MEETING**

SUBJECT : 2024 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : January 9, 2025
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 : Rebecca Scott, Director of Operations

OBJECTIVE:

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

Month	2013	2019	2020	2021	2022	2023	2024				Year-to-Date Comparison to 2013	
	Total Water Monthly acre feet						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
							acre feet					
Jan	602.52	520.86	519.03	575.54	528.73	501.92	460.92	54.37	515.29	515.29	-87.23	-14.5%
Feb	606.36	447.48	589.8	485.17	605.17	487.3	411.19	56.11	467.30	982.59	-226.29	-18.7%
Mar	819.55	516.87	654.31	601.02	774.74	472.65	488.42	51.30	539.72	1,522.31	-506.12	-25.0%
Apr	1,029.73	682.90	767.24	1,001.96	763.83	698.84	571.47	62.85	634.32	2,156.63	-901.53	-29.5%
May	1,603.43	977.41	1,168.99	1,277.33	1,133.06	1,016.07	982.55	62.36	1,044.91	3,201.54	-1,460.05	-31.3%
Jun	1,816.73	1,328.07	1,475.82	1,541.32	1,288.62	1,265.25	1,356.51	42.64	1,399.15	4,600.69	-1,877.63	-29.0%
Jul	2,059.21	1,582.40	1,682.83	1,643.73	1,536.69	1,513.02	1,602.30	43.68	1,645.98	6,246.67	-2,290.86	-26.8%
Aug	1,924.28	1,603.36	1,660.59	1,538.76	1,461.15	1,494.76	1,438.52	62.63	1,501.15	7,747.82	-2,713.99	-25.9%
Sep	1,509.82	1,297.12	1,381.14	1,333.29	1,228.49	1,220.46	1,263.68	57.44	1,321.12	9,068.94	-2,902.69	-24.2%
Oct	1,297.42	1,083.17	1,185.00	972.09	1,065.99	966.12	1,080.08	79.08	1,159.16	10,228.10	-3,040.95	-22.9%
Nov	911.55	839.06	779.34	576.37	637.25	648.08	618.00	50.79	668.79	10,896.89	-3,283.71	-23.2%
Dec	700.94	548.17	620.34	536.97	541.93	558.87	509.82	63.48	573.30	11,470.19	-3,411.35	-22.9%
Total	14,881.54	11,426.87	12,484.43	12,083.55	11,565.65	10,843.34	10,783.46	686.73	11,470.19	11,470.19		
% of Total							94.01%	5.99%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 SPECIAL MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : January 9, 2025
PREPARED BY : Brian Hensley, Water Resources Supervisor
Rebecca Scott, Director of Operations

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of January 1, 2025, storage in Folsom Lake was at 357,388 acre-feet, thirty-seven (37%) of the total capacity of 977,000 acre-feet. This represents an increase in storage of 27,456 acre-feet in the past month. Total storage in the lake is below the 5-year average for this month (51%).

The District's total water use during December 2024 (573.30 acre-feet) was eighteen percent (18%) below that of December 2013 (700.94 acre-feet).

The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms, and Sylvan are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
STATUS : Information Item
REPORT DATE : January 7, 2025
PREPARED BY : Jace Nunes, Management Analyst
Rebecca Scott, Director of Operations

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

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of December 2024 included the following:
 - Ten High Efficiency Toilet (HET) rebates were processed.
 - Five High Efficiency Clothes Washer rebates were processed.
 - Two Pressure Reducing Valve rebates were issued.
 - One smart irrigation controller was installed.
- Ten reports of water waste were received in December. Staff continues to reach out to customers concerning water waste violations.

The District typically holds several safety meetings per month. December's safety meeting covered calling 811 before digging.

The 2024 WaterSmart class schedule concluded in October. In total, the District offered five WaterSmart classes, which included three in-person classes and two webinars. All of these classes are available on CHWD's YouTube channel (see viewership numbers on the last page of this report), where they serve as resources for our customers and are viewable on-demand. The 2025 WaterSmart class schedule will be posted shortly.

CHWD has a demonstration garden at the Sylvan Ranch Community Garden featuring water efficient landscaping. CHWD works with a customer-based volunteer "Garden Corps," who maintain the plots by removing weeds and checking the irrigation system and controller timers. The garden's webpage, www.chwd.org/garden, allows viewers to see detailed information about each plant in the District's plots, and create a customized plant list for their property.

The following table summarizes CHWD’s Residential Gallons Per Capita Per Day (R-GPCD) values for 2024:

Month	R-GPCD 2024	R-GPCD 2023	% CHANGE
January	67	64	4%
February	66	71	-6%
March	69	60	16%
April	86	88	-3%
May	130	128	2%
June	185	167	11%
July	208	191	9%
August	180	189	-4%
September	170	155	10%
October	144	118	23%
November	82	70	16%
December	71*	71	0%

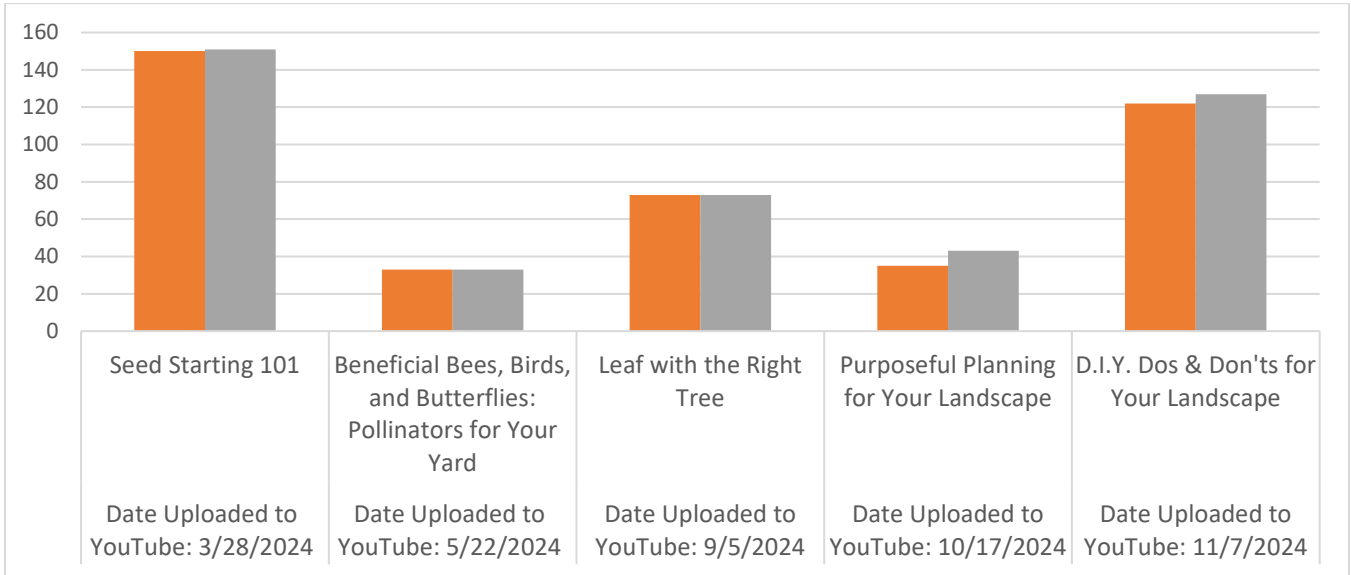
*Preliminary number as of the report date

The following table summarizes the service requests and work orders of Water Efficiency staff for December 2024:

Work Orders	Dec 2024	Dec 2023
CHANGE TOUCH-READ TO RADIO READ	2	0
CONVERT TO RADIO-READ METER	14	13
METER BOX MAINTENANCE	2	2
METER REPAIR	0	0
METER REPLACEMENT	2	71
METER TESTING	0	0
REGISTER REPLACEMENT	2	3
RADIO-READ REGISTER REPLACEMENT	0	0
INSTALL METER	0	0
TOTAL	22	89

Service Requests	Dec 2024	Dec 2023
CONSERVATION REQUEST	11	4
CHECK FOR LEAK	3	5
UNABLE TO OBTAIN METER READ	37	54
TRIM SHRUBS	2	11
METER BURIED	25	24
METER MAINT.	8	5
LOCKED GATE	2	4
RE-READ METER	12	14
READ METER	0	0
METER BOX MAINT.	4	0
MOVE-IN/MOVE-OUT	15	9
CAR OVER METER	15	8
TOTAL	134	138

2024 WaterSmart Class Viewership



■ = Viewership, December 3, 2024

■ = Viewership, January 7, 2025

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : AMENDED MISCELLANEOUS FEES & CHARGES AND CAPACITY FEES
EFFECTIVE 2025
STATUS : Action Item
REPORT DATE : January 28, 2025
PREPARED BY : Michael Shorter, Accounting Manager
Annie Liu, Director of Administrative Services

OBJECTIVE:

Adopt Resolution 01-2025, amending the Miscellaneous Fees, Charges, and Capacity Fees for Citrus Heights Water District effective 2025, as part of the consent agenda.

BACKGROUND AND ANALYSIS:

This report presents the amended Miscellaneous Fees and Charges and Capacity Fees effective 2025. Accompanying this report is Resolution 01-2025, which revises the Miscellaneous Fees and Charges and Capacity Fees schedule for Citrus Heights Water District (Attachment).

The amended resolution, 01-2025, provides an update to the "Plan Check Charges Per Connection" fee for 2025, which corrects a calculation error included in the fee presented in December 2024.

RECOMMENDATION:

Adopt Resolution 01-2025 amending Miscellaneous Fees, Charges and Capacity Fees for Citrus Heights Water District effective 2025.

ATTACHMENT:

Resolution No. 01-2025 Miscellaneous Fees and Charges, and Capacity Fees Effective 2025

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 01-2025

ADOPTING
MISCELLANEOUS FEES AND CHARGES, AND CAPACITY FEES
FOR CITRUS HEIGHTS WATER DISTRICT EFFECTIVE 2025

WHEREAS, the Board of Directors of the Citrus Heights Water District (“District”) previously adopted Resolution 14-2024 on December 10, 2024, establishing Miscellaneous Fees and Charges, and Capacity Fees effective 2025; and

WHEREAS, during the review process following the adoption of Resolution 14-2024, staff identified a calculation error in the "Plan Check Charges Per Connection" fee for 2025, originally published as \$220.00; and

WHEREAS, the correct "Plan Check Charges Per Connection" fee is \$46.16, and the District seeks to amend the previously adopted fee schedule to reflect this correction; and

WHEREAS, the Public Hearing required for adopting Miscellaneous Fees and Charges, and Capacity Fees was held on December 10, 2024, in compliance with Government Code sections 66016 and 66018, and no further hearing is required for this amendment.

THEREFORE, BE IT RESOLVED that the Board of Directors of the Citrus Heights Water District hereby adopts Resolution 01-2025 as follows:

Section 1: The above recitals are true and correct and are incorporated herein by this reference.

Section 2: The Board of Directors hereby adopts the amended Fiscal Year 2025 Miscellaneous Fees and Charges, and Capacity Fees as attached in Exhibit A, which corrects the "Plan Check Charges Per Connection" fee to \$46.16.

Section 3: If any section, subsection, clause, sentence, or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby.

PASSED AND ADOPTED by the Board of Directors of the Citrus Heights Water District, this 28th day of January 2025, by the following vote:

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

S E A L

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

ATTEST:

HILARY M. STRAUS, Secretary

**CITRUS HEIGHTS WATER
DISTRICT FEES AND CHARGES
EFFECTIVE 2025
Adopted - December 10, 2024**

Type of Charge	Applied Basis or Frequency	2024 Adopted	2025 Adopted
Construction Water Charges			
Construction Water Charges	minimum charge	\$304.60	\$309.00
Schedule A - Projects	per lot	\$209.45	\$212.47
Schedule B - Trenches, Excavations & Grading	per 100 cubic yards	\$56.55	\$57.36
Schedule C - Tank Trucks	per 1,000 gallons	\$9.37	\$9.50
Schedule D - Metered Use	per unit, for all units bi-monthly	\$4.05	\$4.11
Schedule E - Non-Profit	per day	\$63.61	\$64.53
Construction Meter Deposit	per meter	\$2,231.47	\$2,583.00
Water Service Installation Charges			
¾-inch & larger services w/meter	per service	Actual Cost	Actual Cost
Meter set charge:			
⅝ inch x ¾ inch	per meter	\$629.00	\$630.00
¾ inch	per meter	\$680.00	\$680.00
1 inch	per meter	\$699.00	\$699.00
1½ inch	per meter	\$1,015.00	\$1,011.00
2 inch	per meter	\$1,344.00	\$1,336.00
>2 inch	actual cost		
Backflow prevention assembly installation charge			
¾ inch & larger	each	Actual Cost	Actual Cost
Capacity Fees			
⅝ inch	per service	\$3,319.18	\$3,367.11
¾ inch	per service	\$4,978.77	\$5,050.67
1 inch	per service	\$8,297.96	\$8,417.78
1½ inch	per service	\$16,595.91	\$16,835.55
2 inch	per service	\$26,553.46	\$26,936.88
3 inch	per service	\$58,085.69	\$58,924.43
4 inch	per service	\$104,554.23	\$106,063.97
6 inch	per service	\$215,746.84	\$218,862.17
8 inch	per service	\$464,685.50	\$471,395.45
10 inch	per service	\$697,028.26	\$707,093.17
12 inch	per service	\$872,721.99	\$885,323.88

**CITRUS HEIGHTS WATER
DISTRICT FEES AND CHARGES
EFFECTIVE 2025**

Adopted - December 10, 2024

Type of Charge	Applied Basis or Frequency	2024	2025	
		Adopted	Adopted	
Other Charges and Fees				
Agenda-By-Mail Charge (e-mail delivery free)	per packet	\$28.00	\$28.00	
Standby Service Charge	per hour, 1 hour minimum	\$148.00	\$144.00	
Returned Payment Fee	per check	\$33.00	\$40.00	
Late Payment Penalty	5% of overdue account balance	5.00%	5.00%	
Missed Appointment/No-Show Fee	per occurrence	\$49.00	\$49.00	
Disconnect Service Charge	per occurrence	\$75.00	\$74.00	
Reconnect Service Charge	per occurrence	\$75.00	\$74.00	
Reconnect Service Charge (Non Business Hours)	per occurrence	\$145.00	\$141.00	
Meter Re-Read / Maintenance Charge	per occurrence	\$62.00	\$63.00	
Customer Account Deposit	per account	\$224.00	\$223.00	
Copy Charge	per page	\$0.14	\$0.14	
Recording of Lien	per occurrence	\$85.00	\$86.00	
Release of Lien	per occurrence	\$98.00	\$99.00	
Tamper Charge	per occurrence	\$120.00	\$120.00	
Water Conservation Violation Charge (1)	first occurrence	\$50.00	\$50.00	
Water Conservation Violation Charge (2)	second occurrence	\$100.00	\$100.00	
Water Conservation Violation Charge (3)	third occurrence	\$250.00	\$250.00	
Inclusion / Annexation Fee	per gross acre, ½ acre or greater	\$2,011.00	\$2,170.00	
	minimum to ½ acre	\$1,005.50	\$1,005.50	
Plan Check Charges	minimum charge + per connection	\$1,477.07	\$1,532.00	
	per connection	\$46.63	\$46.16	
Easement/Quitclaim	per easement/quitclaim	\$939.02	\$951.00	
Inspection Charges				
Minimum	min. + per connect. + per main tie-in	\$1,596.00	\$1,605.00	
Plus per connection	per connection	\$220.00	\$220.00	
Plus per main tie-in	per main tie-in	\$1,600.00	\$1,603.00	
AC pipe disposal charge	per foot, 4 feet minimum (\$200 min.)	\$72.00	\$72.00	
Hydrostatic pressure test	each	\$436.00	\$437.00	
Chlorination & Flushing	per project	\$582.00	\$583.00	
Weekend/After Hours	per hour (4 hr. minimum)	\$195.00	\$195.00	
Holiday	per hour (4 hr. minimum)	\$244.00	\$245.00	
Backflow Prevention Assembly Testing Charge	per assembly bimonthly	\$16.00	\$16.00	
Backflow Prevention Assembly Re-testing Charge	per test	\$102.00	\$101.00	
Backflow Prevention Assembly Testing Charge for New Development	per assembly	\$115.00	\$115.00	
	Bacteriological water test sampling	minimum	\$1,416.00	\$1,426.00
	Additional Bacteriological water sample	additional samples after minimum	\$77.00	\$89.00
Fire Flow Certification Letter	per letter	\$30.00	\$36.00	
Fire Flow Modeling	per modeling	\$340.00	\$357.00	
Fire Flow Modeling & Certification Letter	per modeling plus letter	\$370.00	\$393.00	

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH FLOWLINE CONTRACTORS, INC. AND RAWLES ENGINEERING, INC.

STATUS : Action Item

REPORT DATE : January 14, 2025

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

OBJECTIVE:

Consider approval of separate agreements with Flowline Contractors, Inc. (Flowline) and Rawles Engineering, Inc. (Rawles) for water service boring, potholing, and general construction services.

BACKGROUND AND ANALYSIS:

CHWD has been working with Flowline and Rawles in various capacities over the past decade to complete several projects, including full water main replacement projects, boring projects, potholing projects, and other minor water facilities work. Both contractors are “A” licensed contractors and are capable of performing or coordinating any pipeline related projects required by the District.

As CHWD maintains a small staff, utilizing contract resources such as Flowline and Rawles, 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. This is especially true with Project 2030 ramping up and its associated increase in water main replacement output. CHWD currently has both contractors under annual agreements limited to water service boring and potholing. Changing the terms of the contracts and adding the general construction scope will broaden the range of assistance and expertise available to the District. It should be noted that CHWD’s annual Capital Improvement Program (CIP) water main replacement projects are not a part of this agreement as those projects will be bid on separately and have project-specific agreements.

It is recommended that CHWD formalize separate task order style professional services agreements with Flowline and Rawles. Each 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. The term of the updated agreement is ongoing but includes a termination provision by either party without cause.

Funding for the various services covered in the agreement is budgeted for in the annual Operating and Capital Budgets. Work performed will be subject to the availability of budgeted funds.

ATTACHMENTS:

- 1) Professional Services Agreement for On-Call Water Service Boring, Potholing, and General Construction Services for Flowline Contractors, Inc.
- 2) Professional Services Agreement for On-Call Water Service Boring, Potholing, and General Construction Services for Rawles Engineering, Inc.

RECOMMENDATION:

Approve the separate professional services agreements with Flowline Contractors, Inc., and with Rawles Engineering, Inc.; and authorize the General Manager to execute the agreement.

ACTION:

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

Attachment 1

Professional Services Agreement for On-Call Water
Service Boring, Potholing, and General Construction
Services for Flowline Contractors, Inc.

**CITRUS HEIGHTS WATER DISTRICT
CONSTRUCTION AGREEMENT
FOR ON-CALL WATER SERVICE BORING, POTHOLING,
AND GENERAL CONSTRUCTION SERVICES**

1. PARTIES AND DATE.

This Contract is made and entered into this **28th day of January, 2025** by and between the Citrus Heights Water District, a public agency and public corporation of the State of California (“District”) and Flowline Contractors, Inc., a Corporation, with its principal place of business at 6560 Asher Lane, Sacramento, CA 95828 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 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.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the District and Contractor (“Task Order”). Contractor represents that it is duly licensed and experienced in providing directional boring, potholing, and/or general construction services including electronic detection methods, surface coring, and restoration to related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District. The following license classifications are required for this Project: Class A.

2.3 Project. District desires to engage Contractor to render such services for miscellaneous Directional Boring, Potholing, and/or General Construction Services (“Project”) as set forth in this Contract on an on-call, as-needed 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).

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, if any, a payment bond, if any, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit “A”)
- Plans and Specifications (Exhibit “B”) (To be included as an exhibit with each Task Order)
- Contractor’s Proposal (Exhibit “C”) (To be included as an exhibit with each Task Order)
- Sample Task Order Form (Exhibit “D”)

- Special Conditions (Exhibit “E”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “F”)
- Public Works Contractor Registration Certification (Exhibit “G”)
- Payment and Performance Bonds, if required (Exhibit “H”)
- Rate Schedule (Exhibit “I”)
- Fleet Compliance Certification (Exhibit “J”)
- Addenda, if any
- Change Orders executed by the District, if any
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the “Work”). The type of Work to be provided is described in Exhibit “A” attached hereto and incorporated herein by reference and in the individual Task Orders issued by the District. No Work shall be performed unless authorized by this Contract or by a fully executed Task Order in the form attached hereto as Exhibit “D”. All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The plans and specifications for the Work are further described in Exhibit “B” attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit “E” attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/“Or Equal”. Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, 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 this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit 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. The burden of proof as to the equality of any material, process or article shall rest with 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. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from 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.

Contractor shall bear all of the District's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Agreement shall continue in force until terminated by either Party as set forth herein. Contractor shall meet any other established schedules and deadlines set forth in the applicable Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of delay beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract and any Task Order(s).

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall

at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "I," attached hereto and incorporated herein by reference. 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, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.7.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the District. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled

completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the Items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Work is being performed as part of 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. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business

and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. 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. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by

Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or

other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. 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.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the District and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, District may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. District reserves the right to defend any enforcement action brought against the District for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the District for the costs (including the District's attorney's fees) associated with, any settlement reached between the District and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, District will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as 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 or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval 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 such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work.

Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. 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 California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. 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. 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 Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the District, 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, or (C) an amount the payment of which is disputed by the District. Claims governed by this Section 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 change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section 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.

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

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.4 District's Response. Upon receipt of a claim pursuant to this Section, 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.

3.10.4.1 If District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body 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, District shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, District may request in writing additional documentation supporting the claim or relating to defenses or claims 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.

3.10.4.3 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 \$50,000, 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.

3.10.5 Meet and Confer. If the Contractor disputes District's written response, or District fails to respond within the time prescribed, the Contractor may so notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 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, District 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 District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with District and the Contractor sharing the associated costs equally. District 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.

3.10.6.1 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.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by District 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.

3.10.6.4 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.

3.10.7 Procedures After Mediation. 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. 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 or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 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 these procedures.. 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.

3.10.8.2 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.

3.10.8.3 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.

3.10.9 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, claims and/or changed conditions, 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, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District. 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.

3.10.10 Non-Waiver. District's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. District's failure to respond shall not waive District's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the District may terminate this Contract pursuant to Section 3.17.3;

provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract 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 Contractor, its agents, representatives, employees or subcontractors. Contractor

shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$5,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$5,000,000 per accident for bodily injury and property damage; and (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 \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an

unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract 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 officials, employees, agents and authorized volunteers.

3.13.4 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 officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. 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.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

3.13.9 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by District in Exhibit "H" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.2 Performance Bond. If specifically requested by District in Exhibit "H" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so

corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "F" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 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 and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall

be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.17.3 Termination. This Contract may be terminated by District at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause, and then only by giving written notice and opportunity to cure to the District at least fifteen (15) days before the effective date of such termination, or for convenience upon fifteen (15) days prior written notice so long as there is not pending Task Order that has not yet been fully performed. 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. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. 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) days of the request.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby 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 purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

**Flowline Contractors, Inc.
6560 Asher Lane
Sacramento, CA 95828
Attn: Ben Borba**

DISTRICT:

Citrus Heights Water District
6230 Sylvan Rd
Citrus Heights, CA 95610
Attn: Missy Pieri, Director of Engineering

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Sacramento, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely

for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

3.17.21 Federal Provisions. [Reserved]

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT
AND FLOWLINE CONTRACTORS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the **28th day of January, 2025.**

CITRUS HEIGHTS WATER DISTRICT

FLOWLINE CONTRACTORS, INC.

By: _____
Hilary M. Straus
General Manager

By:  _____
Its: CEO

Printed Name: Benjamin Borba

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Work for the On-Call Construction Services is separated into three different categories: Boring Services, Potholing Services, and General Construction Services and is described below.

DIRECTIONAL BORING SERVICES

Based on the District's needs and issuance of an approved Task Order (see Exhibit "C"), Contractor will accomplish one or more of the following tasks in the performance of providing requested On-call Boring Services including:

Overview: The District's Engineering Department typically requires the boring of water service lines (and other water piping) as part of the construction phase of various projects. To support its upcoming water main replacements, developer designs, and other projects, directional boring will be needed for installation of water services to be determined. All work shall consist of the following:

Task 1. Preparation

Contractor shall communicate with District (via phone, meetings, or other communication methods) to discuss and resolve Scope of Work and Plans and Specifications, and also gather project expectations set by District. Task 1 shall also include, but not be limited to, the following:

- Provide proposal to complete water service boring based on Plans and Specifications
- Perform site visitation with District staff, as needed
- Complete USA marking of project area
- Develop and submit traffic control plans
- Obtain appropriate permits for City or County where work will be performed
- Complete other activities necessary for subsequent water service boring work

Task 2. Potholing Prior to Boring

Task 2 shall adhere to the following:

- Contractor shall contact District Inspector minimum 48-hours prior to commencing work
- Electronic methods may be used to determine utility locations, but shall be verified by potholing
- Potholes shall use coring to penetrate paved surfaces
- Potholes shall not exceed 6-feet in depth without District Inspector approval
- Temporary surface restoration shall be based on requirements of governing agency
- Final surface restoration shall be completed within two days of initial potholing and shall be based on requirements of the governing agency

Task 3. Boring

Task 3 shall adhere to the following:

- Contractor shall contact District Inspector minimum 48-hours prior to commencing work
- Depth and location of bore shall comply with CHWD plans and specifications
- CHWD shall supply water service piping and #10 insulated copper locator wire
- Contractor shall use Horizontal Directional Drilling (HDD) to bore to install water service piping and #10 insulated copper locator wire using an approved HDD machine
- Remaining installation shall be completed by others
- Temporary surface restoration of non-potholes shall be completed by others immediately following bore.
- Final surface restoration of non-potholes shall be completed by others

POTHOLING SERVICES

Based on the District’s needs and issuance of an approved Task Order (see Exhibit “C”), Contractor will accomplish one or more of the following tasks in the performance of providing requested On-call Potholing Services including:

Overview: The District’s Engineering Department typically requires the location of existing underground utilities for identification of possible conflicts during the design phase of various projects. To support its upcoming water main replacements, developer designs, and other projects, potholing will be needed for project locations to be determined. All work shall consist of the following:

Task 1. Preparation

Contractor shall communicate with District (via phone, meetings, or other communication methods) to discuss and resolve Scope of Work and Plans and Specifications, and also gather project expectations set by District. Task 1 shall also include, but not be limited to, the following:

- Provide proposal to complete potholing based on Plans and Specifications
- Include in proposal a daily cost for Ground Penetrating Radar services
- Perform site visitation with District staff, as needed
- Complete USA marking of project area
- Develop and submit traffic control plans
- Obtain appropriate permits for City or County where work will be performed
- Complete other activities necessary for subsequent potholing work

Task 2. Potholing

Task 2 shall adhere to the following:

- Contractor shall contact District Inspector minimum 48-hours prior to commencing work
- Electronic methods may be used to determine utility locations, but shall be verified by potholing
- Potholes shall use coring to penetrate paved surfaces
- Potholes shall not exceed 6-feet in depth without District Inspector approval
- Temporary surface restoration shall be based on requirements of governing agency

- Final surface restoration shall be completed within two days of initial potholing and shall be based on the requirements of the governing agency

Task 3. Data Collection

Required information outlined below shall be submitted to the District using District-provided Excel spreadsheet upon completion of potholing work.

- Pothole location – this may be a house address, an intersection, etc.
- Utility type – sewer, storm drain, gas, etc.
- Utility size – diameter
- Pipe material – PVC, DIP, VCP, etc.
- Depth to top of utility – for duct banks or utilities encased in concrete, depth to top and bottom of the duct bank or encasement
- Surface material type and thickness – AC, concrete, etc.
- Provide any additional comments that might be important for design and construction, including the presence of ground water, if utility is encased in concrete or other material, etc.

GENERAL CONSTRUCTION SERVICES

Based on the District’s needs and issuance of an approved Task Order (see Exhibit “C”), Contractor will accomplish one or more of the following tasks in the performance of providing requested On-call General Construction Services including:

Overview: The District’s Engineering Department occasionally requires short-term/on-call general construction and repair services involving District water facilities for project locations to be determined. All work shall consist of the following Tasks:

Task 1. Preparation

Contractor shall communicate with District (via phone, meetings, or other communication methods) to discuss and review Scope of Work, Plans, Specifications, Standard Details, and also gather project expectations set by District. Task 1 shall also include, but not be limited to, the following:

- Provide proposal to complete construction work based on Plans or Task Order
- Perform site visitation with District staff, as needed
- Complete USA marking of project area
- Develop and submit traffic control plans
- Obtain appropriate permits for City or County where work will be performed
- Procuring and providing all necessary materials, including labor and equipment, to facilitate the work (Unless provided by the District)
- Complete other activities necessary for subsequent construction work

Task 2. Removal/Demolition

Task 2 shall consist of, but not be limited to, the following:

- Contractor shall contact and coordinate with the District Inspector a minimum of 48-hours prior to commencing work

- Trenching shall adhere to District Standard Details for the appropriate jurisdiction
- Removal/demolition of existing materials shall provide necessary clearance for the installation of new facilities and follow District guidelines, where noted
- Disposal of removed material and facilities shall be at the Contractor's expense, unless noted by District
- Facilities abandoned-in-place shall be properly plugged/sealed per District guidelines
- Other removal/demolition related needs as stipulated in the Plans or Task Order

Task 3. Installation/Repair

Task 3 shall consist of, but not be limited to, the following:

- Installation and repair work shall adhere to the District's Plans, Specifications, and Standard Details.
- Installation and repair work relating to water appurtenances such as water mains, water services, valves, blow-offs, fire hydrants, air/vacuum relief valves, etc.
- Restoration and repair of finished surfaces affected during construction such as grading, landscaping, concrete, asphalt, fencing, etc.
- Other installation/repair related needs as stipulated in the Plans or Task Order

EXHIBIT "B"

PLANS AND SPECIFICATIONS

(To be included as an exhibit with each Task Order)

EXHIBIT "C"

CONTRACTOR'S PROPOSAL

(To be included as an exhibit with each Task Order)

EXHIBIT "D"

SAMPLE TASK ORDER FORM

CITRUS HEIGHTS WATER DISTRICT

TASK ORDER

Task Order No. [REDACTED]

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: [INSERT ATTACHMENTS, IF ANY]

Dollar Amount of Task Order: Not to exceed \$ [REDACTED], [REDACTED].00

Completion Date: [REDACTED], 20 [REDACTED]

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

CITRUS HEIGHTS WATER DISTRICT [INSERT CONTRACTOR NAME]

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "E"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Projects more than \$25,000 will require a Payment Bond and a Performance Bond. Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the District and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of District, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "F"

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

FLOWLINE CONTRACTORS, INC.

By: 
Signature

Benjamin Borba
Name (Print)

CEO
Title (Print)

EXHIBIT "G"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: Flowline Contractors, Inc.

DIR Registration Number: 1000044596

DIR Registration Expiration: 06/30/2025

Small Project Exemption: No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor Flowline Contractors, Inc.

Signature 

Name and Title Benjamin Borba, CEO

Dated 01/20/2025

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "H"

PAYMENT AND PERFORMANCE BONDS

**(If Required)
(Forms on following pages)**

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 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 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) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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.

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

- Individual
- Corporate Officer

 Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

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

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

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

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

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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.

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

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

EXHIBIT "I"
RATE SCHEDULE

Equipment	Hourly Rate
KM PC-138	\$ 102.00
KM PC-88	\$ 90.00
Mini Exc	\$ 74.18
KM WA320 Loader	\$ 144.72
JD 710G Backhoe	\$ 107.80
JD 410G Backhoe	\$ 84.00
JD 310G Backhoe	\$ 78.00
C 580 Spr L 4WD	\$ 78.00
JT-5 Drill	\$ 91.20
JT-10 Drill	\$ 120.00
3-5 Ton Roller	\$ 48.00
3 Wheel Broom	\$ 54.00
Truck w/Tools	\$ 42.00
3yd Dump Truck	\$ 79.33
6yd Dump Truck	\$ 79.33
10 Wheeler	\$ 101.28
End Dump w/Operator	\$ 156.00
Transfer w/Operator	\$ 156.00
FX-50/HX-50/LP873SDT Vactor	\$ 96.00
Dump Trailer	\$ 48.00
Air Compressor	\$ 36.00
Light Tower	\$ 36.00
6x8 Trench Plates	\$ 24.00
3" Trash Pump	\$ 22.80
Upright Tamper	\$ 18.00
65kN/45kN Vibra Plate	\$ 36.00
15kN Vibra Plate	\$ 24.00
Walk Behind Asphalt/Concrete Saw (4 Hour Minimum)	\$ 36.00

***** The rates set forth above are subject to increase each July 1, in an amount set by Contractor through written notice to District, subject to the written approval of the District General Manager or designee. ******

EXHIBIT "J"

FLEET COMPLIANCE CERTIFICATION

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024, and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors the most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB.

The District is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, a valid Certificate of Reported Compliance ("CRC") for the Bidder's and its listed subcontractors fleet (including any applicable leased equipment or vehicles). Bidder must complete and submit the Fleet Compliance Certification, on the form included in the bid package.

Contractor hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation").

Contractor hereby certifies, subject to penalty for perjury, that the option checked below relating to the Contractor's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Contractor and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Contractor shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Contractor shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Contractor Flowline Contractors, Inc.

Signature 

Name and Title Benjamin Borba, CEO

Dated 01/20/2025

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

FLOWLINE CONTRACTORS INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

3485

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

Attachment 2

Professional Services Agreement for On-Call Water
Service Boring, Potholing, and General Construction
Services for Rawles Engineering, Inc.

**CITRUS HEIGHTS WATER DISTRICT
CONSTRUCTION AGREEMENT
FOR ON-CALL WATER SERVICE BORING, POTHOLING,
AND GENERAL CONSTRUCTION SERVICES**

1. PARTIES AND DATE.

This Contract is made and entered into this **28th day of January, 2025** by and between the Citrus Heights Water District, a public agency and public corporation of the State of California (“District”) and Rawles Engineering, Inc., a Corporation, with its principal place of business at 109 Natoma Street, Folsom, CA, 95630 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 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.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the District and Contractor (“Task Order”). Contractor represents that it is duly licensed and experienced in providing directional boring, potholing, and/or general construction services including electronic detection methods, surface coring, and restoration to related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District. The following license classifications are required for this Project: Class A.

2.3 Project. District desires to engage Contractor to render such services for miscellaneous Directional Boring, Potholing, and/or General Construction Services (“Project”) as set forth in this Contract on an on-call, as-needed 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).

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, if any, a payment bond, if any, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit “A”)
- Plans and Specifications (Exhibit “B”) (To be included as an exhibit with each Task Order)
- Contractor’s Proposal (Exhibit “C”) (To be included as an exhibit with each Task Order)
- Sample Task Order Form (Exhibit “D”)

- Special Conditions (Exhibit “E”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “F”)
- Public Works Contractor Registration Certification (Exhibit “G”)
- Payment and Performance Bonds, if required (Exhibit “H”)
- Rate Schedule (Exhibit “I”)
- Fleet Compliance Certification (Exhibit “J”)
- Addenda, if any
- Change Orders executed by the District, if any
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the “Work”). The type of Work to be provided is described in Exhibit “A” attached hereto and incorporated herein by reference and in the individual Task Orders issued by the District. No Work shall be performed unless authorized by this Contract or by a fully executed Task Order in the form attached hereto as Exhibit “D”. All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The plans and specifications for the Work are further described in Exhibit “B” attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit “E” attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/“Or Equal”. Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, 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 this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit 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. The burden of proof as to the equality of any material, process or article shall rest with 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. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from 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.

Contractor shall bear all of the District's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Agreement shall continue in force until terminated by either Party as set forth herein. Contractor shall meet any other established schedules and deadlines set forth in the applicable Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of delay beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract and any Task Order(s).

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall

at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "I," attached hereto and incorporated herein by reference. 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, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.7.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the District. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled

completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Work is being performed as part of 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. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business

and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. 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. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by

Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or

other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 **Cost of Compliance.** 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.

3.8.1.5 **Liability for Non-Compliance.** Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the District and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, District may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** District reserves the right to defend any enforcement action brought against the District for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the District for the costs (including the District's attorney's fees) associated with, any settlement reached between the District and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, District will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as 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 or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval 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 such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work.

Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. 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 California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. 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. 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 Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the District, 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, or (C) an amount the payment of which is disputed by the District. Claims governed by this Section 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 change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section 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.

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

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.4 District's Response. Upon receipt of a claim pursuant to this Section, 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.

3.10.4.1 If District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body 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, District shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, District may request in writing additional documentation supporting the claim or relating to defenses or claims 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.

3.10.4.3 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 \$50,000, 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.

3.10.5 Meet and Confer. If the Contractor disputes District's written response, or District fails to respond within the time prescribed, the Contractor may so notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 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, District 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 District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with District and the Contractor sharing the associated costs equally. District 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.

3.10.6.1 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.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by District 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.

3.10.6.4 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.

3.10.7 Procedures After Mediation. 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. 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 or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 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 these procedures.. 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.

3.10.8.2 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.

3.10.8.3 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.

3.10.9 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, claims and/or changed conditions, 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, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District. 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.

3.10.10 Non-Waiver. District's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. District's failure to respond shall not waive District's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the District may terminate this Contract pursuant to Section 3.17.3;

provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract 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 Contractor, its agents, representatives, employees or subcontractors. Contractor

shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$5,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$5,000,000 per accident for bodily injury and property damage; and (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 \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an

unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract 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 officials, employees, agents and authorized volunteers.

3.13.4 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 officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. 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.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

3.13.9 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by District in Exhibit "H" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.2 Performance Bond. If specifically requested by District in Exhibit "H" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so

corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "F" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 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 and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall

be subject to the review and approval of the District (“Contractor’s Representative”). Following approval by the District, Contractor’s Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor’s Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor’s Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor’s Representative, Contractor shall provide the information specified above and obtain the District’s written approval.

3.17.3 Termination. This Contract may be terminated by District at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District’s resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause, and then only by giving written notice and opportunity to cure to the District at least fifteen (15) days before the effective date of such termination, or for convenience upon fifteen (15) days prior written notice so long as there is not pending Task Order that has not yet been fully performed. 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. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. 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) days of the request.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District’s Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby 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 purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

**Rawles Engineering, Inc.
109 Natoma Street
Folsom, CA 95630
Attn: Ryan Rawles, Treasurer**

DISTRICT:

Citrus Heights Water District
6230 Sylvan Rd
Citrus Heights, CA 95610
Attn: Missy Pieri, Director of Engineering

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Sacramento, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely

for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

3.17.21 Federal Provisions. [Reserved]

[SIGNATURES ON NEXT PAGE]


**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT
AND RAWLES ENGINEERING, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the **28th day of January, 2025.**

CITRUS HEIGHTS WATER DISTRICT

RAWLES ENGINEERING, INC.

By: _____
Hilary M. Straus
General Manager

By: Ryan Rawles 

Its: Treasurer

Printed Name: Ryan Rawl es

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Work for the On-Call Construction Services is separated into three different categories: Boring Services, Potholing Services, and General Construction Services and is described below.

DIRECTIONAL BORING SERVICES

Based on the District's needs and issuance of an approved Task Order (see Exhibit "C"), Contractor will accomplish one or more of the following tasks in the performance of providing requested On-call Boring Services including:

Overview: The District's Engineering Department typically requires the boring of water service lines (and other water piping) as part of the construction phase of various projects. To support its upcoming water main replacements, developer designs, and other projects, directional boring will be needed for installation of water services to be determined. All work shall consist of the following:

Task 1. Preparation

Contractor shall communicate with District (via phone, meetings, or other communication methods) to discuss and resolve Scope of Work and Plans and Specifications, and also gather project expectations set by District. Task 1 shall also include, but not be limited to, the following:

- Provide proposal to complete water service boring based on Plans and Specifications
- Perform site visitation with District staff, as needed
- Complete USA marking of project area
- Develop and submit traffic control plans
- Obtain appropriate permits for City or County where work will be performed
- Complete other activities necessary for subsequent water service boring work

Task 2. Potholing Prior to Boring

Task 2 shall adhere to the following:

- Contractor shall contact District Inspector minimum 48-hours prior to commencing work
- Electronic methods may be used to determine utility locations, but shall be verified by potholing
- Potholes shall use coring to penetrate paved surfaces
- Potholes shall not exceed 6-feet in depth without District Inspector approval
- Temporary surface restoration shall be based on requirements of governing agency
- Final surface restoration shall be completed within two days of initial potholing and shall be based on requirements of the governing agency

Task 3. Boring

Task 3 shall adhere to the following:

- Contractor shall contact District Inspector minimum 48-hours prior to commencing work
- Depth and location of bore shall comply with CHWD plans and specifications
- CHWD shall supply water service piping and #10 insulated copper locator wire
- Contractor shall use Horizontal Directional Drilling (HDD) to bore to install water service piping and #10 insulated copper locator wire using an approved HDD machine
- Remaining installation shall be completed by others
- Temporary surface restoration of non-potholes shall be completed by others immediately following bore.
- Final surface restoration of non-potholes shall be completed by others

POTHOLING SERVICES

Based on the District’s needs and issuance of an approved Task Order (see Exhibit “C”), Contractor will accomplish one or more of the following tasks in the performance of providing requested On-call Potholing Services including:

Overview: The District’s Engineering Department typically requires the location of existing underground utilities for identification of possible conflicts during the design phase of various projects. To support its upcoming water main replacements, developer designs, and other projects, potholing will be needed for project locations to be determined. All work shall consist of the following:

Task 1. Preparation

Contractor shall communicate with District (via phone, meetings, or other communication methods) to discuss and resolve Scope of Work and Plans and Specifications, and also gather project expectations set by District. Task 1 shall also include, but not be limited to, the following:

- Provide proposal to complete potholing based on Plans and Specifications
- Include in proposal a daily cost for Ground Penetrating Radar services
- Perform site visitation with District staff, as needed
- Complete USA marking of project area
- Develop and submit traffic control plans
- Obtain appropriate permits for City or County where work will be performed
- Complete other activities necessary for subsequent potholing work

Task 2. Potholing

Task 2 shall adhere to the following:

- Contractor shall contact District Inspector minimum 48-hours prior to commencing work
- Electronic methods may be used to determine utility locations, but shall be verified by potholing
- Potholes shall use coring to penetrate paved surfaces
- Potholes shall not exceed 6-feet in depth without District Inspector approval
- Temporary surface restoration shall be based on requirements of governing agency

- Final surface restoration shall be completed within two days of initial potholing and shall be based on the requirements of the governing agency

Task 3. Data Collection

Required information outlined below shall be submitted to the District using District-provided Excel spreadsheet upon completion of potholing work.

- Pothole location – this may be a house address, an intersection, etc.
- Utility type – sewer, storm drain, gas, etc.
- Utility size – diameter
- Pipe material – PVC, DIP, VCP, etc.
- Depth to top of utility – for duct banks or utilities encased in concrete, depth to top and bottom of the duct bank or encasement
- Surface material type and thickness – AC, concrete, etc.
- Provide any additional comments that might be important for design and construction, including the presence of ground water, if utility is encased in concrete or other material, etc.

GENERAL CONSTRUCTION SERVICES

Based on the District’s needs and issuance of an approved Task Order (see Exhibit “C”), Contractor will accomplish one or more of the following tasks in the performance of providing requested On-call General Construction Services including:

Overview: The District’s Engineering Department occasionally requires short-term/on-call general construction and repair services involving District water facilities for project locations to be determined. All work shall consist of the following Tasks:

Task 1. Preparation

Contractor shall communicate with District (via phone, meetings, or other communication methods) to discuss and review Scope of Work, Plans, Specifications, Standard Details, and also gather project expectations set by District. Task 1 shall also include, but not be limited to, the following:

- Provide proposal to complete construction work based on Plans or Task Order
- Perform site visitation with District staff, as needed
- Complete USA marking of project area
- Develop and submit traffic control plans
- Obtain appropriate permits for City or County where work will be performed
- Procuring and providing all necessary materials, including labor and equipment, to facilitate the work (Unless provided by the District)
- Complete other activities necessary for subsequent construction work

Task 2. Removal/Demolition

Task 2 shall consist of, but not be limited to, the following:

- Contractor shall contact and coordinate with the District Inspector a minimum of 48-hours prior to commencing work

- Trenching shall adhere to District Standard Details for the appropriate jurisdiction
- Removal/demolition of existing materials shall provide necessary clearance for the installation of new facilities and follow District guidelines, where noted
- Disposal of removed material and facilities shall be at the Contractor's expense, unless noted by District
- Facilities abandoned-in-place shall be properly plugged/sealed per District guidelines
- Other removal/demolition related needs as stipulated in the Plans or Task Order

Task 3. Installation/Repair

Task 3 shall consist of, but not be limited to, the following:

- Installation and repair work shall adhere to the District's Plans, Specifications, and Standard Details.
- Installation and repair work relating to water appurtenances such as water mains, water services, valves, blow-offs, fire hydrants, air/vacuum relief valves, etc.
- Restoration and repair of finished surfaces affected during construction such as grading, landscaping, concrete, asphalt, fencing, etc.
- Other installation/repair related needs as stipulated in the Plans or Task Order

EXHIBIT "B"

PLANS AND SPECIFICATIONS

(To be included as an exhibit with each Task Order)

EXHIBIT "C"

CONTRACTOR'S PROPOSAL

(To be included as an exhibit with each Task Order)

EXHIBIT "D"

SAMPLE TASK ORDER FORM

CITRUS HEIGHTS WATER DISTRICT

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: [INSERT ATTACHMENTS, IF ANY]

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____, 20____

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

CITRUS HEIGHTS WATER DISTRICT **[INSERT CONTRACTOR NAME]**

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "E"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Projects more than \$25,000 will require a Payment Bond and a Performance Bond. Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the District and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of District, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "F"

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

RAWLES ENGINEERING, INC.

By: 

Signature

Ryan Rawles

Name (Print)

Treasurer

Title (Print)

EXHIBIT "G"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: Rawles Engineering Inc

DIR Registration Number: 1000015250

DIR Registration Expiration: 6/30/2025

Small Project Exemption: No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor Rawles Engineering Inc

Signature 

Name and Title Ryan Rawles -Treasurer

Dated January 20, 2025

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "H"

PAYMENT AND PERFORMANCE BONDS

**(If Required)
(Forms on following pages)**

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 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 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) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

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

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

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

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

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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.

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

- Individual
- Corporate Officer

Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "I"
RATE SCHEDULE

***** The rates set forth above are subject to increase each July 1, in an amount set by Contractor through written notice to District, subject to the written approval of the District General Manager or designee. *****

EXHIBIT "J"

FLEET COMPLIANCE CERTIFICATION

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024, and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors the most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB.

The District is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, a valid Certificate of Reported Compliance ("CRC") for the Bidder's and its listed subcontractors fleet (including any applicable leased equipment or vehicles). Bidder must complete and submit the Fleet Compliance Certification, on the form included in the bid package.

Contractor hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Contractor hereby certifies, subject to penalty for perjury, that the option checked below relating to the Contractor's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Contractor and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Contractor shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Contractor shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Contractor Rawles Engineering Inc

Signature 

Name and Title Ryan Rawles -Treasurer

Dated January 20, 2025

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : Consideration and Possible Action to Update District Policy 4210.00 Health Insurance

STATUS : Action Item

REPORT DATE : January 8, 2025

PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk
Annie Liu, Director of Administrative Services

OBJECTIVE:

Consider amending policy 4210.00 Health Insurance to add two new employee coverage options.

BACKGROUND AND ANALYSIS:

District Human Resources Policy No. 4210.00 Health Insurance allows for employees who were hired on or prior to February 1, 2019, and have opted to keep the District's traditional health benefits (Tier 1) coverage options of Western Health Advantage and Kaiser Gold Plans.

Benefits to employees who have elected to keep the Tier 1 coverage, include: 1) eligibility to receive co-payment reimbursements through a Supplemental Medical Reimbursement Account (SMRA) administered by Integrity Administrators; 2) and a defined monthly medical stipend for insurance coverage upon retirement after 20 or more years of service. However, employee age and dependent age(s) that determine the District's small group coverage rates have contributed to significant healthcare premium increases over the past few years.

For 2025, District healthcare costs increased by twelve percent (12%), resulting in out-of-pocket premium increases of up to eight hundred twenty four percent (824%) for Tier 1 employees. To mitigate these impacts while maintaining affordability, on December 16, 2024 the Board approved a 3.5 percent employer contribution increase from \$2,000.00 to \$2,070.00 monthly to address rising healthcare costs.

Staff recommends amending Policy No. 4210.00 Health Insurance to also allow for less expensive "silver plan" coverage options. Transitioning from a gold to silver plan option can save Tier 1 employees with high out-of-pocket premium expenses up to approximately \$800 monthly. There are currently nine employees, 22.5 percent of the District's workforce, who could see immediate monthly out-of-pocket premium savings from the addition of silver plan options. There is a one-time set up fee to the District of \$750 to implement this change. If approved, the silver plan options would be effective February 1, 2025.

Employees hired after February 1, 2019 (Tier 2), are not currently being impacted financially as their expanded benefits include full District coverage of premiums for a Kaiser Platinum Plan for employee and family.

RECOMMENDATION:

Amend Policy No. 4210.00 to include Western Health Advantage and Kaiser Silver Plans

ATTACHMENT:

Proposed Red-lined Policy – 4210.00 Health Insurance

4210.00 HEALTH INSURANCE

Regular employees working forty (40) or more hours per week, and their dependents, as defined in Section 4210.10 of this Policy, are covered by a group health insurance plan through the District. Group health insurance benefits for Regular part-time and other employees are provided as required by law.

Coverage begins on the first day of the month following an eligible employee's hire date and is paid by the District to a monthly maximum periodically set by the Board.

For employees who were hired on or prior to February 1, 2019 and have opted to keep the District's traditional health benefits (Tier 1) Western Health Advantage and Kaiser Silver and Gold Plans, the District will contribute up to \$2,070 monthly for an employee's health benefits premium.

Employees hired after February 1, 2019 are considered to have expanded benefits (Tier 2), and the District will cover up to the full premium of a Kaiser Platinum plan for employee + family. The premium for this plan will vary per employee, based upon the age and zip code of both the employee and dependents.

Monthly health insurance premium amounts for a covered employee that exceed this monthly maximum shall be paid by the employee in the form of a payroll deduction from each pay period. Covered employees shall also pay a contribution toward their health insurance coverage in accordance with the benefit program approved from time to time by the Board of Directors.

Employees are required to pay the following contribution towards their health insurance coverage:

- Employee Only \$0
- Employee + one \$25 per pay period
- Employee + family \$50 per pay period

Similarly, co-payments required by the approved benefit program shall be the full responsibility of the employee at time of service. Upon submission of a claim to a third-party administrator, eligible co-payments may be eligible for reimbursement through an approved District health savings or plan or reimbursement program. Employees should consult Human Resources or the Provider for details.

It is mandatory that each employee notify the General Manager whenever any additions or deletions occur in his/her dependent status.

Employees may elect not to enroll in a District-provided health insurance plan if they have qualifying health insurance coverage through a parent's, spouse's or a registered domestic partner's employer. If an employee elects not to enroll in the District-provided health insurance plan, the employee shall receive a payment of \$400.00 per month in

lieu of health insurance enrollment. The payment shall be processed through the District's payroll, and is subject to all applicable federal, state and local withholdings. For non-exempt employees, this amount is also factored into the employee's "regular rate of pay" for purposes of overtime compensation calculations.

4210.01 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers with at least twenty (20) employees to continue health care coverage for employees and/or eligible dependents, as defined in Section 4210.10 of this Policy, that lose coverage due to certain qualifying events. If an employee's group health benefits end due to specified qualifying events in compliance with federal law, the employee or dependent may elect to continue coverage under the District's health insurance plan for a limited period and at the employee's or dependent's expense as provided by federal and/or state law.

Covered employees or eligible dependents will be responsible for notifying the health insurance plan administrator of divorces, legal separations, or loss of dependent status. Individuals will have a limited period to elect to continue the health care coverage as provided by federal or state law.

Employees and dependents that qualify and wish to continue their health care coverage will receive notification of their COBRA rights from the District's third-party administrator and will receive the necessary information and forms to initiate the conversion process.

4210.10 Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier or by state or federal law. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate etc.) may be required by carriers as a condition of providing dependent coverage.

4210.11 Directors

Consistent with Section 2080.20 of the District's Board of Directors and Officers policies and as permitted by law, Directors may participate in the District's group health insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 BOARD MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PROBOLSKY RESEARCH

STATUS : Action Item

REPORT DATE : January 6, 2025

PREPARED BY : Tammy Gordon, Director of Public Affairs

OBJECTIVE:

Consider approval of an agreement with Probolsky Research for on call public opinion research services.

BACKGROUND AND ANALYSIS:

Probolsky Research is a recognized leader in public opinion research, founded in 1992, Probolsky identifies people’s needs, wants and opinions, behavioral and emotional drivers, which improves the effectiveness of messaging strategies and accurately predicts outcomes. The firm conducts research in business, government, non-profit, election, and association practice areas.

CHWD’s 2025 Strategic Plan calls out the need to evaluate effectiveness with a benchmark survey to be performed in 2025. Probolsky Research’s expertise will provide statistically significant data and research on an as-needed basis to help shape messages, programs, projects and baseline measurements associated with CHWD’s internal and external messaging.

Research services include:

- Multi-mode surveys
- Telephone surveys
- Online surveys
- Mail surveys
- Tracking polls
- In-depth executive and stakeholder interviews
- Employee surveys
- Social media surveys
- Community boards (ongoing insights)
- Focus groups
- Field Focus Groups™
- Public Listening Tool™
- Results mapping

RECOMMENDATION:

Approve a task order agreement with Probolsky Research, and authorize the General Manager to execute the agreement for on call public opinion research services

ATTACHMENT:

Professional Services Agreement with Probolsky Research and Scope of Services.

ACTION:

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

**CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into as of January 29, 2025 by and between the Citrus Heights Water District, an irrigation district organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California (“District”), and Probolsky Research LLC, a California limited liability company with its principal place of business at 23 Corporate Plaza Dr STE 150, Newport Beach CA 92660 (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 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.

2.2 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.

2.3 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 issues pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, as necessary to fully and adequately supply the market research services necessary 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 all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 29, 2025 until terminated as provided herein. 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.

3.2 Responsibilities of Consultant.

3.2.1 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 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.

3.2.2 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) 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.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 RESERVED.

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her 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 his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Adam Probolsky, to act as its representatives 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.

3.2.7 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.

3.2.8 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 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.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all 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 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. 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 any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 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.

3.2.10.2 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.

3.2.10.3 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 subconsultants.

(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 subconsultants.

(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 be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

(E) 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.

3.2.10.4 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.

3.2.10.5 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.

3.2.10.6 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.

3.2.10.7 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.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 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.

3.2.11 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 at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of 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.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. 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.

3.3.2 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.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit "B" or otherwise in writing by District.

3.3.4 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

3.3.5 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 subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination.

(A) District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be based on project proposal for each task order. Payment terms are listed in Exhibit C: Schedule of Charges for the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

(B) Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

3.5.1.2 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.

3.5.2 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. Box 286
Citrus Heights, CA 95611
Attn: Hilary Straus, General Manager

Consultant
Probolsky Research
23 Corporate Plaza Dr STE 150
Newport Beach CA 92660

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 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 and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty 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.

3.5.3.2 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.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 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.

3.5.6 Indemnification.

3.5.6.1 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 and 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.

3.5.7 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.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

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

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 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.

3.5.12 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.

3.5.13 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.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 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.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 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.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no 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.

3.5.19 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.

3.5.20 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.

3.5.21 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 warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT
AND PROBOLSKY RESEARCH**

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

CITRUS HEIGHTS WATER DISTRICT PROBOLSKY RESEARCH LLC

By: _____
Hilary M. Straus
General Manager

By: _____
Its: _____

Printed Name: _____

Federal ID No. XX-XXXXX

EXHIBIT A

Scope of Services And Research Proposal Memo

Consultant shall conduct customer and opinion research related to District advocacy, annexations, litigation, operations, projects, rates, and regulations.

Some or all of the following services will be required of Consultant during each Task Order:

- Participate in meetings as requested by the District.
- Create survey questionnaires in consultation with District staff and other consultants.
- Create focus group discussion guides in consultation with District staff and other consultants.
- Create community discussion groups in consultation with District staff and other consultants.
- Translate research into Spanish or other relevant languages.
- Recommend appropriate methodologies and strategies for obtaining the most accurate and objective data.
- Conduct surveys to achieve a statistically valid and representative sample of District customer/ratepayers, residents, voters or other audiences.
- Conduct focus groups to include relevant participants.
- Utilize best practice research methodologies including, but not limited to a multi-mode approach including:
 - Live telephone interviews (landline and mobile); and
 - Online surveys via email and text message to web mail.
- Provide draft or final reporting both graphically and in report form including conclusions and recommendations drawn from the findings.
- Present results to District staff, Board of Directors, and other key stakeholders as directed by the District.
- Provide additional data analysis, custom reporting, and ongoing consulting as directed by the District.

RESEARCH PROPOSAL MEMO

To: Tammy Gordon
Citrus Heights Water District

From: Adam Probolsky
Probolsky Research

Date: January 23, 2025

Subject: Customer and Opinion Research

Authorized Representative:
Adam Probolsky, President
Probolsky Research
100 Pine Street Suite 1250
San Francisco CA 94111
adamp@probolskyresearch.com
Telephone: 415-870-8150

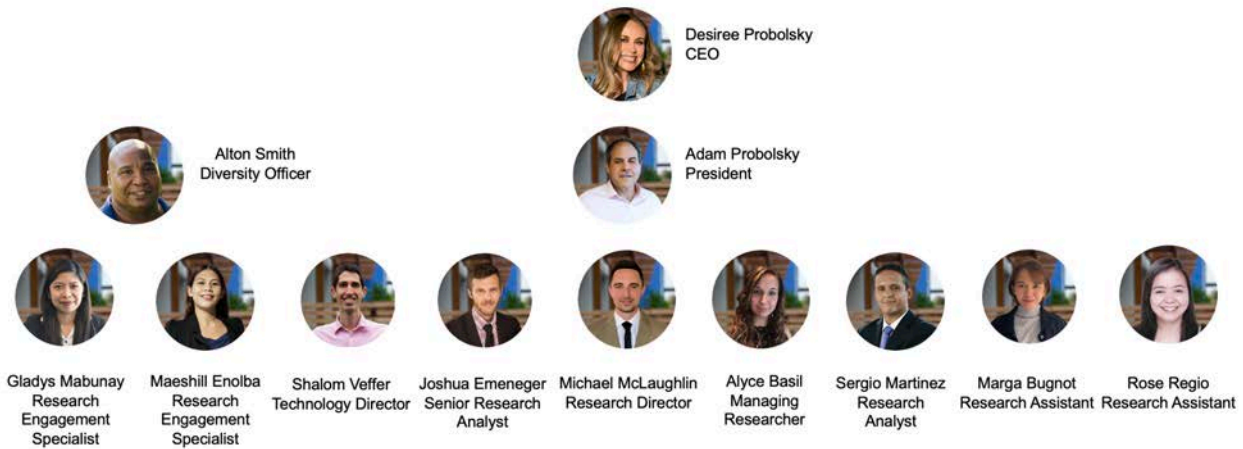
Thank you for the opportunity to offer our research services again to the Citrus Heights Water District. We look forward to conducting surveys, focus groups, and community discussion groups to provide insight related to District advocacy, annexations, litigation, operations, projects, rates, and regulations.

Having conducted hundreds of similar projects for public utilities nationwide, we have unmatched experience. Our research will identify customer needs and collect feedback from across your service area, including historically marginalized communities. Recent relevant clients include Citrus Heights Water District, East Bay Municipal Utility District, Alameda County Water District, Metropolitan Water District of Southern California, Santa Clara Valley Water District, Santa Margarita Water District, Coachella Valley Water District, and Elsinore Valley Municipal Water District.

Established in 1992 and organized as a Limited Liability Corporation, Probolsky Research LLC specializes in market and opinion research. We are a woman and Latina-owned firm; we are multilingual. To ensure inclusivity and representation of all voices, and to limit communication barriers, we will conduct our research in **English and Spanish** – other languages are available.

While I will serve as project manager and the District's point of contact, our entire team, with broad research experience with customer research for utilities, will participate in projects for CHWD. Everyone working on this project possesses an understanding of design, implementation, and statistical analysis of both public opinion surveys and qualitative research. You will always work with our senior-level team members.

This organizational chart includes the Probolsky Research team.



Survey Methodology

Statistically Valid Multimode, Multilingual Survey Approach

We recommend using a multimode approach that combines several survey methodologies including online via our secure digital platform, telephone, and potentially mail to reach a broader and more diverse group of respondents.

Telephone respondents are called by our live interviewers on their landline or mobile device. We also offer an option for respondents to call a toll-free phone number to speak with a live interviewer, 24/7 to participate.

Online respondents are contacted by email or text message and can complete the survey using their computer, tablet, or mobile phone.

Mail respondents will receive an invitation complete with a unique QR code to complete the survey online, a web address such as www.CHWDSurvey.com, and a toll-free number to complete the survey by telephone.

Regardless of mode, respondents can choose their preferred language at the onset of their survey experience. To maintain data integrity, each respondent can only respond to the survey once.

This controlled methodological approach allows us to balance respondent composition based on CHWD's service area residents (or customers/ratepayers) demographic proportions (i.e., age group, ethnicity, gender, geography, etc.), without relying on artificially weighting survey response data.

Our multimode, randomly selected, statistically valid approach maximizes the accuracy and reach of the research, increases participation rates from a more diverse group of respondents, and minimizes response bias.

Sample Size

A sample size of 400 residents is robust and will be more than adequate to fulfill CHWD's goals. A sample of 600 completed interviews will yield a +/-5% margin of error at a 95% level of confidence. The statistically representative, random sample will allow for statistically reliable comparisons among all subgroups of the service area population (e.g., by demographic and geographic variables). Other options are available and will be recommended based on project goals.

Sample Stratification

The statistically valid sample file of CHWD service area residents (or customers/ratepayers) will be secured by Probolsky Research, at our expense, from consumer and government databases and includes addresses, emails, and phone numbers – (landlines and mobile phones) and is inclusive of all residents both demographically and geographically.

Unique to Probolsky Research: We match the demographics of CHWD service area residents or customers/ratepayers. This means we capture real responses of the right number of each gender, age group, ethnicity, city etc.

Cyber Security & Confidentiality

We take data integrity and confidentiality seriously. All client materials are hosted in a secure digital cloud environment. We use 256-bit Advanced Encryption Security to keep your data secure. This is the same level of encryption used by the U.S. Government. Our data are stored on U.S.-based computers. Your residents' data will be secure. Research is only released per staff's direction.

We use Box for content management. This cloud-based, encrypted system allows us to gather data and manage projects seamlessly and securely.

We have multiple team members who hold certifications in the protection of human subjects in research from the Collaborative Institutional Training Initiative (CITI). CITI is the leading provider of research ethics and compliance education utilized by academic, medical, and social science researchers across the United States and globally.



Data Analysis

We complete comprehensive statistical analyses of the research results, utilizing software programs, including IBM SPSS and R to conduct statistical testing, such as multiple regression analysis. Both qualitative and quantitative data will be analyzed in a scientifically valid manner. This helps us discover and present statistically significant results – beyond the broad opinions – and understand the specific factors that contribute to attitudes and beliefs of residents or customers/ratepayers. Such analyses are crucial in identifying gaps in public perception and awareness. Once we have run all analyses on results, cross tabulations are developed, graphics are generated, and other elements of the report are prepared.

Reporting – Surveys

Our reporting is comprehensive and immediately usable by decision makers. Our reporting includes:

1. Draft survey summary findings in PowerPoint presentation format – focused on actionable and usable data results, graphics, benchmarking data and crosstabulations
2. Report on results, including survey background and results, methodological description, questionnaire results, survey top lines (displaying the aggregate percentages of responses to each question), cross-tabulations based on key demographic information, open-ended question responses with demographic overlay, analysis, conclusions, and recommendations
3. Results sent via PDF and hard copy (if requested)
4. Presentations to the key staff and other audiences as directed
5. In-person meetings, presentations, conference calls, and ongoing consulting

Qualitative Research – Focus Groups and Community Discussion Groups



Example of online video focus group

Focus groups with 8 – 12 participants can be conducted in-person or online. Focus groups will allow for the testing/refining of ideas. We often uncover new concerns and opinions – not on the radar of CHWD. Focus groups will specifically help to capture group vernacular and tone, helping CHWD to match resident language in marketing and outreach efforts.

Community discussion groups can be conducted over several days with 20 - 40 participants and allow for extensive conversations with each participant.

Regardless of the format, participants are recruited to reflect the demographic diversity of CHWD service area residents or customers/ratepayers as decided upon in consultation with the CHWD team.

In advance of groups, we will develop a discussion guide in collaboration with your team. Reporting includes analysis, summary report, transcripts, and edited video with participant demographic overlay. Our focus group process includes participant recruitment and incentives, discussion guide design, facilities and meals, audio- and videorecording, transcription, and reporting and analysis.

Qualitative Research Options Explained

In-person or Online	Community Discussion	In-depth Individual Interviews
8-12 participants	20-40 participants	One participant
90-minute sessions	3-5 day session	30-minutes
Reporting in 10 days	Reporting in 10 days	Reporting in 10 days

Reporting – Qualitative Research

1. Transcript
2. Reporting and analysis
3. Video with demographic overlay (if applicable)

Timeline

We can start our work immediately and complete our work based on any timeline requested by CHWD.

Pricing

Our pricing is all-inclusive, fixed firm, not to exceed. **We do not charge by the hour, for travel, or any other expenses.** We will accommodate any budget requested by [INSERT AGENCY NAME]. We are flexible.

Multimode Survey Pricing

Number of Questions/Time	Universe	Number of Respondents	Margin of Error	Cost
Approx. 25 questions / 15 minutes	District customers or other designated audience	400	+/-5%	\$29,700
Approx. 35 questions / 15 minutes	District customers or other designated audience	400	+/-5%	\$39,900
Approx. 25 questions / 15 minutes	District customers or other designated audience	600	+/-4.1%	\$44,100
Approx. 35 questions / 15 minutes	District customers or other designated audience	600	+/-4.1%	\$59,400

Languages: English, Spanish, other languages available

Qualitative Research Pricing (optional)

Type of Focus Group	Cost
In-person or online video	\$15,900 per group
Community discussion group	\$7,500 per group



EXHIBIT B

Sample Task Order Form

Task Order

Task Order No. _____ (Year - ##)

Contract: Citrus Heights Water District Professional Services Agreement

Consultant: Probolsky Research 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: [INSERT HOURLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]

Reimbursements: [INSERT WHETHER MILEAGE AND OTHER REIMBURSEMENTS WILL BE PROVIDED]

Dollar Amount of Task Order: Not to exceed \$_____,_____.00 (If NTE)

Completion Date: _____, 20__

The undersigned consultant hereby agrees that it will provide all 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: _____

EXHIBIT C

Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work prior to commencing as stipulated in Item 3, Additional Work.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 BOARD MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH BENDER ROSENTHAL, INC.
 STATUS : Action Item
 REPORT DATE : January 13, 2025
 PREPARED BY : Rebecca Scott, Director of Operations
 Missy Pieri, Director of Engineering/District Engineer

OBJECTIVE:

Consider approval of an on-call professional services agreement with Bender Rosenthal, Inc.

BACKGROUND AND ANALYSIS:

In February 2019, Citrus Heights Water District (CHWD or District) entered into a one-year task order agreement with Bender Rosenthal, Inc. (BRI) to assist the District with a variety of projects requiring right-of-way support. BRI has provided right-of-way, appraisal and relocation services in California since 1997.

As CHWD maintains a small staff, utilizing contract resources such as BRI is essential to keep ongoing operating expenses down, while assuring that resources are available to complete projects in a timely and effective manner. While CHWD leverages these consultants from time to time, District staff works closely with their staff to provide oversight and ensure that projects are completed as directed.

In January 2020, when the one-year agreement neared the end of its term, the Board approved an evergreen task order agreement with BRI for right-of-way agent support services. In addition, in June 2021, the Board approved an evergreen task order agreement with BRI for the District-wide Easement Project, a long-term special project.

As staff has consistently been impressed with BRI's work, staff recommends approving an expanded professional services agreement to include all of the services BRI provides, which include, but are not limited to, appraisal services; land services, research & permitting; acquisition services; and project management. This new proposed evergreen agreement would supersede the two agreements referenced above.

Consistent with other task order agreements CHWD has in place, the agreement includes the options of a Time-and-Materials/Hourly Billable arrangement or Project Basis/Not-to-Exceed amount with a defined scope of work, schedule, and a not-to-exceed budget. The term of the updated agreement is ongoing (evergreen), but includes a ten (10) day termination provision by CHWD without cause.

Funding for the various services covered in the agreements is allocated in the annual Capital Improvement Budget, and work performed will be subject to the availability of budgeted funds.

ATTACHMENT:

On-Call Professional Services Agreement with Bender Rosenthal, Inc.

RECOMMENDATION:

Approve the on-call professional services agreement with Bender Rosenthal, Inc. (Attachment) and authorize the General Manager to execute the agreement.

ACTION:

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

**CITRUS HEIGHTS WATER DISTRICT
ON-CALL SERVICES AGREEMENT**

1. Parties And Date.

This Agreement is made and entered into this ___ day of January, 2025 by and between the by and between the Citrus Heights Water District, a municipal corporation organized under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California 95610 (“District”) and Bender Rosenthal Inc., a corporation, with its principal place of business at 2825 Watt Avenue, Suite 200, Sacramento, CA 95821 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2 Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain 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 Contractor (“Task Order”). Contractor represents that it is experienced in providing right-of-way, appraisal and relocation services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of District. Contractor will perform the Services and 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.

2.2 Project.

District desires to engage Contractor to render such services for right-of-way, appraisal and relocation services (“Project”) as set forth in this Agreement on an on-call, as-needed basis. There is no guarantee of any of work under this Agreement other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

3 TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project (“Services”). The types of Services to be provided are described in Exhibit “A” attached hereto and incorporated herein by reference and in the individual Task Orders issued by the District. No Services shall be

performed unless authorized by this Agreement or by a fully executed Task Order in the form attached hereto as Exhibit “C”. All Services shall be subject to, and performed in accordance, with this Agreement, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall commence on the date first set forth above and 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 3.4.1, or until otherwise terminated in accordance with this Agreement. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor 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.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in this Agreement and any Task Order(s) (“Schedule of Services”). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with each Schedule, the District shall respond to Contractor’s submittals in a timely manner. Upon the District’s request, Contractor shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services as set forth in each Task Order.

3.2.3 Conformance to Applicable Requirements. All work undertaken by Contractor shall be subject to the approval of District.

3.2.4 District’s Representative. The District hereby designates the CHWD District Engineer/Director of Engineering or his or her 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 Agreement. Contractor shall not accept direction or orders from any person other than the District’s Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Renee Baur or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her 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 and as described in the relevant Task Order.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors, if any, shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors, if any, have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a city or county business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The District shall have the right to request a copy of any license for purposes of verification. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in this Agreement and any Task Order issued by the District, or which may be provided separately and agreed upon in writing by the Parties. Contractor shall be responsible for the cost of any damages suffered by the District by reason of delay caused by Contractor, its employees or subcontractors, if any.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Services while said dispute is decided by the District. If Contractor disputes the District's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement 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 in Section 3.2.10 or any of its sub-sections.

3.2.10.2 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, if any, performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Contractor or its subcontracts, sub-subcontractors

or consultants, if any, to meet any of the requirements provided for in Sections 3.2.10.1; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor 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.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, if any, 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. Contractor shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, if any, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board, the District's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject

Contractor or District to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence or willful misconduct of the District, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors, if any, shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors, if any, will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, District will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Minimum Scope and Limits of Insurance. Contractor shall procure and maintain for the duration of the Agreement, and for 5 years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

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

(A) 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.

(B) Automobile Liability. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

(C) 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.

(D) Contractor's Pollution Liability. (Optional: if Project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

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

3.2.11.3 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:

(A) 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.

(B) Primary Coverage 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.

(C) 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.

3.2.11.4 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

3.2.11.5 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.

3.2.11.6 Responsibility for Work. Until the completion and final acceptance by District of all the work under and implied by this Agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

3.2.11.7 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.

3.2.11.8 Verification of Coverage - Evidences of Insurance. Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this Agreement. 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.

3.2.11.9 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 Agreement. When any of the required coverages expire during the term of this Agreement, 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 to District at least ten (10) days prior to the expiration date.

3.2.11.10 Sub-Contractors. In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor 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.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of 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: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, if any, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 [reserved]

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the initial rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. District may approve increases or modifications to the rates in any Task Order in its sole discretion. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The cost of travel time, bonds, insurance, office support, accounting, regulatory compliance, and other business expenses are covered under the allowed percentage of Overhead and Profit entered on Exhibit "B;" and will not be allowed as a direct expense. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 “public works” and “maintenance” projects. Since the Services are being performed as part of 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. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 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 claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

3.3.6 Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may, by written notice to District, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to District of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 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.

3.5 General Provisions.

3.5.1 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:

Contractor:

Bender Rosenthal, Inc.
2825 Watt Avenue, Suite 200
Sacramento, CA 95821
Attn: Renee Baur, Chief Executive Officer

District:

Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, California 95610
Attn: Director of Engineering

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.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its directors, 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, if any, consultants or agents in connection with the performance of the Contractor's Services, the Project, this Agreement, or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses, except for any claims, demands, causes of action, costs, expenses, liabilities, losses, damage or injuries arising through the sole negligence or willful misconduct of the District, or its officials, directors, officers, employees, agents or independent contractors.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of District's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be

brought or instituted against the District or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding, except for any judgments, awards or decrees arising through the sole negligence or willful misconduct of District, or its officials, directors, officers, employees, agents or independent contractors. Contractor shall also reimburse District for the cost of any settlement paid by the District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding, except for any costs of settlements arising through the sole negligence or willful misconduct of the District, or its officials, directors, officers, employees, agents or independent contractors. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the 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, except for any legal expenses and costs arising through the sole negligence or willful misconduct of the District, or its officials, directors, officers, employees, agents or independent contractors. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, 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, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.

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

3.5.5 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor 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.

3.5.8 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 Contractor include all personnel, employees, subcontractors, if any, and agents of Contractor, except as otherwise specified in this Agreement. All references to District include its elected 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.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 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.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors, if any, to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no 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.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 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.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 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.

3.5.19 Recitals. The recitals set forth above are true and correct and incorporated herein by reference.

[signatures on following page]

**SIGNATURE PAGE FOR ON-CALL SERVICES AGREEMENT
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT
AND BENDER ROSENTHAL, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the ____ day of January, 2025.

CITRUS HEIGHTS WATER DISTRICT

BENDER ROSENTHAL, INC.

Hilary M. Straus
General Manager

Signature

Date

Name

Title

Date

Federal ID No. _____

Business License Number _____ (City
of _____)

EXHIBIT “A” SCOPE OF SERVICES

BRI is qualified to provide a full range of turnkey right of way services:

RIGHT OF WAY PROJECT MANAGEMENT

- Project Budgeting, Scheduling and Risk Analysis
- Document Control and Management
- Subconsultant Management

RIGHT OF WAY PLANNING SERVICES

- Preliminary Right of Way Data Sheets
- Right of Way Budget Estimates
- Design Engineering Document Reviews
- Value Analysis
- Caltrans Right of Way Certification
- Permits to Enter/Rights of Entry

APPRAISAL SERVICES

- Appraisal Reports & Restricted Appraisal Reports
- Independent Appraisal Reviews
- Waiver Valuations
- Memorandum of Appraisal Updates
- Condemnation Appraisals
- Title Insurance Claims

ACQUISITION, TITLE, AND ESCROW SERVICES

- Negotiations for Fee, Easement and Temporary Property Interest Acquisitions
- Title Report Review and Annotation
- Escrow Support and Clearance of Title Exceptions
- Excess Land Negotiations

LAND SERVICES

- Parcel and Ownership Research
- Determination of Rights
- Permitting
- On-Site Support
- Environmental Support
- Records Management and Reporting

OTHER SPECIALTY SERVICES

- Condemnation Support
- Expert Witness Testimony
- Right of Way Workshops/Presentations
- Railroad & Utility Coordination

EXHIBIT "B"
COMPENSATION

BILLING RATES



2025 HOURLY BILLING RATES

Principal Project Manager	\$258/hr.
Senior Project Manager	\$232/hr.
Project Manager	\$196/hr.
Assistant Project Manager	\$155/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$227/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$201/hr.*
Senior Appraiser	\$181/hr.
Appraiser	\$155/hr.
Senior Right of Way Specialist	\$181/hr.
Senior Acquisition Agent	\$155/hr.
Acquisition Agent	\$124/hr.
Senior Project Coordinator	\$140/hr.
Project Coordinator	\$103/hr.
Senior Land Agent	\$129/hr.
Land Agent	\$103/hr.
Researcher	\$ 93/hr.
Administrative Support III	\$ 88/hr.
Administrative Support II	\$ 73/hr.
Administrative Support I	\$ 52/hr.

*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.

Rates are valid January 1, 2025 through December 31, 2025.

Valuation Services, including appraisals, appraisal reviews, and waiver valuations will be billed as lump sum services with the fee determined upon receipt of the scope of work.

Subconsultant Invoices will be marked up by 5% for processing services.

Mileage/Postage at cost.

RESTRICTED APPRAISAL / WAIVER VALUATION UNIT FEES - INCLUDES ALL OTHER DIRECT COSTS

Item Description	Cost
Restricted Appraisal Report	\$3,800
Waiver Valuation Report	\$2,500

APPRAISAL UNIT FEES - INCLUDES ALL OTHER DIRECT COSTS

Item Description	Cost
Single Family Property	
Non-Complex Appraisal - Full Acquisition of a Single Family Property	\$4,000
Non-Complex Appraisal - Partial Acquisition of a Single Family Property	\$4,500
Complex Appraisal - Full Acquisition of a Single Family Property	\$4,500
Complex Appraisal - Partial Acquisition of a Single Family Property	\$5,800
Multi Family Property	
Non-Complex Appraisal - Full Acquisition of a Multi Family Property	\$4,500
Non-Complex Appraisal - Partial Acquisition of a Multi Family Property	\$5,000
Complex Appraisal - Full Acquisition of a Multi Family Property	\$5,000
Complex Appraisal - Partial Acquisition of a Multi Family Property	\$6,000
Commercial Property	
Non-Complex Appraisal - Full Acquisition of a Commercial Property	\$4,550
Non-Complex Appraisal - Partial Acquisition of a Commercial Property	\$4,750
Complex Appraisal - Full Acquisition of a Commercial Property	\$5,000
Complex Appraisal - Partial Acquisition of a Commercial Property	\$5,300
Industrial Property	
Non-Complex Appraisal - Full Acquisition of an Industrial Property	\$4,550
Non-Complex Appraisal - Partial Acquisition of an Industrial Property	\$4,750
Complex Appraisal - Full Acquisition of an Industrial Property	\$5,000
Complex Appraisal - Partial Acquisition of an Industrial Property	\$5,300
Agricultural Land	
Non-Complex Appraisal - Full Acquisition of Agricultural Land	\$4,000
Non-Complex Appraisal - Partial Acquisition of Agricultural Land	\$4,300
Complex Appraisal - Full Acquisition of Agricultural Land	\$4,500
Complex Appraisal - Partial Acquisition of Agricultural Land	\$4,700

Vacant Property	
Non-Complex Appraisal - Full Acquisition of a Vacant Property	\$3,200
Non-Complex Appraisal - Partial Acquisition of a Vacant Property	\$3,500
Complex Appraisal - Full Acquisition of a Vacant Property	\$3,700
Complex Appraisal - Partial Acquisition of a Vacant Property	\$4,000
Special Use Property	
Non-Complex Appraisal - Full Acquisition of a Special Use Property	\$5,000
Non-Complex Appraisal - Partial Acquisition of a Special Use Property	\$5,200
Complex Appraisal - Full Acquisition of a Special Use Property	\$6,000
Complex Appraisal - Partial Acquisition of a Special Use Property	\$6,500
Additional Property Types	
Appraisal - Railroad Property	\$6,500
Appraisal - Environmental Mitigation Purposes	\$5,500

ACQUISITION UNIT FEES	
Item Description	Cost
Permit to Enter / Right of Entry	\$1,200
Lease / License	\$2,000
Joint Use Agreement	\$2,000
Temporary Construction Easement	\$2,500
Partial Acquisition	\$2,800
Full Acquisition	\$2,800

MILESTONE BILLING - ACQUISITION	
Item Description	Cost
Offer Package Sent	\$1,000
Sixty (60) days or when an agreement is reached, whichever is sooner	\$1,000
Final project closeout; files transmitted	\$800

OTHER ROW SERVICES - BASE UNIT FEES	
Item Description	Cost
Preliminary Title Report	\$900
Right of Way Estimate / Data Sheet	\$5,000
Escrow	\$1,200
Right of Way Certification	\$2,500

MILESTONE BILLING - ESCROW	
Item Description	Cost
Funds deposited into escrow	\$600
Escrow Closes	\$600

EXHIBIT "C"

SAMPLE TASK ORDER FORM

CITRUS HEIGHTS WATER DISTRICT

TASK ORDER

Task Order No. _____

Agreement: On-Call Services Agreement

Contractor: Bender Rosenthal, Inc.

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

List any attachments: [INSERT ATTACHMENTS, IF ANY]

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____, 20____

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITRUS HEIGHTS WATER
DISTRICT**

BENDER ROSENTHAL, INC.

Dated: _____

Dated: _____

By: _____

By: _____

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : 2024 STRATEGIC PLAN UPDATE AND 2025 STRATEGIC PLAN PREVIEW
STATUS : Discussion Item
REPORT DATE : January 8, 2025
PREPARED BY : Kayleigh Shepard, Management Analyst/Deputy Board Clerk

OBJECTIVE:

Staff will provide an update to the 2024 Strategic Plan and a preview of the 2025 Strategic Plan.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION – AWARD OF CONTRACT FOR THE ELLA WAY WELL PROJECT
 STATUS : Action Item
 REPORT DATE : January 21, 2025
 PREPARED BY : Brian Hensley, Water Resources Supervisor
 Rebecca Scott, Director of Operations

OBJECTIVE:

Award a contract to BWD Construction, Inc., for the construction of the Ella Way Well Project.

BACKGROUND AND ANALYSIS:

This Project is for the construction of all above-ground appurtenances for the Ella Way Well. The work to be completed includes, but is not limited to, a block building; sewer, distribution, storm drain, and system piping; pump and motor; site drainage improvements; new pavement; concrete perimeter security wall and steel fencing; automated access gate; and, site electrical and lighting. Plans were prepared by the District’s consultants, Water Systems Consulting, Inc. The project was advertised for bid on November 15, 2024.

The District received 6 sealed proposals on January 16, 2025, at which time proposals were opened and read publicly. Bids received are as follows:

BWD Construction, Inc.	\$ 3,252,675.00
Soracco Inc.	\$ 3,754,340.00
GSW Construction	\$ 3,844,826.00
TNT Industrial Contractors	\$ 3,884,010.00
Auburn Contractors LLC	\$ 4,126,300.00
Mountain Cascade Inc.	\$ 4,225,265.00

The lowest responsive bid received was from BWD Construction, Inc. at \$3,252,675.00 as noted above. Staff recommends acceptance of the lowest responsive bid.

The Engineer’s Estimate for the Base Bid is \$2,712,000.00. Though the recommended bid is above the Engineer’s Estimate, the District has adequate funding to support this project cost. Moreover, the District will partially fund the project with non-ratepayer funds, including up to \$1.1M from the California Integrated Regional Water Management grant and up to \$585,000 from Federal earmark funding.

Lastly, this project is noteworthy in that: 1) It is a Strategic Planning goal of the District, and one of the District three main work program pillars, “Groundwater Expansion and Reinvestment” (in this case, Expansion); 2) Will serve as Citrus Heights Water District’s (CHWD) first well including Acquirer

Storage and Recovery (ASR) technology allowing CHWD to bank water; 3) Will add an estimated one-thousand (1,000) gallons per minute groundwater pumping capacity to CHWD's groundwater pumping capacity.

ATTACHMENT:

Contract with BWD Construction, Inc. for the Ella Way Well Project

RECOMMENDATION:

Approve a contract with BWD Construction, Inc. for the Ella Way Well Project in the amount of \$3,252,675.00 and establish a change order contingency fund in the amount of \$325,268 (10%). Authorize the General Manager to execute the contract.

ACTION:

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

SECTION 00500
CONTRACT

CONTRACT

THIS CONTRACT is made this _____ day of _____, 20___, in the County of Sacramento, State of California, by and between the Citrus Heights Water District, hereinafter called District, and BWD Construction, 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 in 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:

Ella Way Well 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 **260** calendar days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of three million two hundred fifty-two thousand six hundred seventy-five Dollars (\$3,252,675.00), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. The Contractor acknowledges that the District will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the District's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of **\$500** 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

SECTION 00500
CONTRACT

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CONTRACT

that may become due to Contractor under the Contract. This Article does not affect the District's rights to other damages or remedies specified in the Contract Documents or allowed by law.

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

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

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

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation Bid Bond
- Non-Collusion Declaration form
- Contractor Information and Experience Form
- List of Subcontractors Form
- Iran Contracting Act Certification
- American Iron and Steel Certification
- Anti-Lobbying Certification
- Bidder's List
- Debarment and Suspension Certification
- DBE Good Faith Efforts Verification
- Executive Order N-6-22 Certification

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CONTRACT

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- Contract
- Performance Bond
- Payment Bond
- Environmental documents and approvals
- General Conditions
- Special Conditions
- Technical Specifications (including Appendices)
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Federal Requirements
- Standard Specifications for Public Works Construction (Greenbook), 2012 Edition, except Sections 1-9
- Any other documents contained in or incorporated into the Contract

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

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

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

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

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

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

SECTION 00500
CONTRACT

**SECTION 00500
CONTRACT**

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

<p><u>[NAME OF CONTRACTOR]</u></p> <p>By _____</p> <p>Name and Title: _____</p> <p>License No. _____</p> <p>DIR Registration No. _____</p>	<p>CITRUS HEIGHTS WATER DISTRICT</p> <p>By _____</p> <p>Name and Title: Hilary M. Straus, General Manager _____</p>
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END OF CONTRACT

**SECTION 00500
CONTRACT**

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**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

**SECTION 00610
PERFORMANCE BOND**

SECTION 00610
PERFORMANCE BOND

obligation of Contractor remains. Nothing herein shall limit the District's rights or the 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,

SECTION 00610
PERFORMANCE BOND

SECTION 00610
PERFORMANCE BOND

and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

SECTION 00610
PERFORMANCE BOND

**SECTION 00610
PERFORMANCE BOND**

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 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

**SECTION 00620
PAYMENT BOND**

**SECTION 00620
PAYMENT BOND**

exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, 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**

SECTION 00620
PAYMENT BOND

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

**SECTION 00700
GENERAL CONDITIONS**

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

**SECTION 00700
GENERAL CONDITIONS**

**SECTION 00700
GENERAL CONDITIONS**

to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

- 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

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4. Federal Requirements
5. Special Conditions
6. Technical Specifications
7. Plans (Contract Drawings)
8. Contract
9. General Conditions
10. Instructions to Bidders
11. Notice Inviting Bids
12. Contractor's Bid Forms
13. Standard Specifications/Greenbook
14. Standard Plans
15. 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, **6 (six)** 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. DETAIL DRAWINGS AND INSTRUCTIONS

- 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,

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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 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**

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- i. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences or for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.
- ii. The locating of utilities shall be in conformance with Government Code section 4216 except for the District's utilities located on the District's property and not in public right-of-way.
- iii. A "High Priority Subsurface Installation" is defined in section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
- iv. A "Subsurface Installation" is defined in section 4216 (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

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service for any period subsequent to the construction of the run of pipe involved.

- vii. The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high-priority subsurface installation prior to start time." The Contractor shall notify the District in advance of this meeting.

c. Utility Relocation and Repair

- 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 47 (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 47.
- 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

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right is reserved to the District and the owners of utilities or their authorized agents to enter the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

- v. When the Contract Documents indicate that a utility is to be relocated, altered, or constructed by others, the District will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract.
- vi. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

ARTICLE 6. SCHEDULE

- a. **General Requirements.** The schedule shall be prepared in a Critical Path Method ("CPM") format and in an electronic scheduling program acceptable to the District. Contractor shall deliver the schedule and all updates to the District in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule; pdf. Copies are not acceptable.
- b. **Initial Schedule.** Within ten (10) days after the issuance of the Notice to Proceed, Contractor shall prepare a schedule for the performance of the Work and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed, and accepted by the Engineer.
- c. **Schedule Contents.** The schedule shall allow enough time for inclement weather that can reasonably be expected at the Site. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all

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critical, sequential time-related activities; and “float time” for all “slack” or “gaps” in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor’s judgment are needed to complete the Project within the Contract Time. Schedule duration shall match the Contract Time. Schedules indicating early completion will be rejected.

- d. **Schedule Updates.** Contractor shall continuously update its construction schedule to show the actual status of the Work and incorporate changes in the Work. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes, and articles.
- c. Contractor shall submit written requests, together with substantiating data, for substitution of any “or equal” material, process, or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article without adjustment to the Contract Price or Contract Time. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process, or article is an “or equal” material, process, or article that may be substituted.

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- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that and describing how, the substituted “or equal” material, process, or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process, or article, and substantiates that it is an “or equal” to the material, process, or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process, or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.
- e. The Contractor shall bear all of the District’s costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process, or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

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

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ARTICLE 9. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.
- d. Contractor shall not be entitled to any extension of the Contract Time on account of the requirements of ARTICLE 9.

ARTICLE 10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.
- 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.

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- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

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

ARTICLE 12. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors. Contractor shall not employ or allow subcontractors to employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the District.

ARTICLE 13. SUBCONTRACTORS

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

ARTICLE 14. VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented

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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 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.

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- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities. If Contractor uses District utilities, it shall compensate the District for utilities used by Contractor.

ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES

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

ARTICLE 18. TRENCHES

- 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:

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- 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.

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

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

ARTICLE 21. SANITARY FACILITIES

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

ARTICLE 22. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes. All containers of paint, thinner, curing compound, solvent, or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Without limiting the foregoing, Contractor must fully comply with all Applicable Laws, rules, and regulations in furnishing or using equipment and/ or providing services, including but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/ or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment" which definition is considered to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in ARTICLE 49.

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

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("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

- b. Contractor shall be responsible for procuring, implementing, and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring, and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage District, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal stormwater 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.

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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. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and 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 Contractor at its expense. Layout shall be done by a qualified individual Approved by the Engineer. Any required "as-built" drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

ARTICLE 26. EXCESSIVE NOISE

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

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- 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 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.

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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 47.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the Project site over a route designated by the Engineer.
 - 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

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- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.
- 7) Ensure that existing facilities, fences, and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the District.
- 8) Preserve and protect from injury all buildings, pole lines, and all direction, warning, and mileage signs that have been placed within the right-of-way.
- 9) At the completion of work each day, leave the Project site in a clean, safe condition.
- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

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

- e. Should damage to persons or property occur as a result of The Work, Contractor shall promptly notify the District, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 29. CONTRACTORS MEANS AND METHODS

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

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ARTICLE 30. INSPECTOR'S FIELD OFFICE

- a. The Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, high speed internet connection, and a fax machine at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be Provided by Contractor. Contractor shall Provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

ARTICLE 31. 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 32. 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

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- 2) Construction Equipment
- 3) Loading and Unloading Vehicles
- 4) Domestic Power Tool.

ARTICLE 33. 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

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effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 34. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. 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 35. 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

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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 36. LABOR COMPLIANCE

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

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

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

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

ARTICLE 37. 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.

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**ARTICLE 38. NONDISCRIMINATION/EQUAL EMPLOYMENT
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Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Work. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

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;

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or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 39. LABOR/EMPLOYMENT SAFETY

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

ARTICLE 40. INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in ARTICLE 40. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause. Contractor shall furnish District with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms acceptable to the District. All certificates and endorsements must be received and approved by the District before Work commences.

- a. Additional Insureds; Waiver of Subrogation; Primary and Non-Contributory. The District, its elected officials, officers, employees, agents, and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation Endorsement in favor of those parties. Contractor shall provide Primary and Non-Contributory wording in favor of those parties.

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- b. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide, or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents. Such coverage shall include a Waiver of Subrogation Endorsement in favor of the District.
- c. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.
- d. **Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$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. Defense costs shall be paid in addition to the limits.

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- i. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
 - ii. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
 - iii. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
 - iv. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
 - v. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- e. Automobile Liability Insurance. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the District. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue

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of the payment of any loss. Contractor shall provide an Automobile Additional Insured Endorsement to the District.

- f. **Builder's Risk/Installation Floater ["All Risk"]**
- i. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk/Installation Floater ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to All Risks in an amount to cover 100% of the replacement cost. The District accepts no responsibility for the Work until the Work is formally accepted by the District. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
 - ii. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and District, its elected officials, officers, employees, agents, and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by District.
 - iii. Policy shall be provided for replacement value on an "all-risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission, or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to District to ensure adequacy and sublimit.
 - iv. In addition, the policy shall meet the following requirements:
 - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2) Coverage shall include all materials stored on-site and in transit.
 - 3) Coverage shall include Contractor's tools and equipment.

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

ARTICLE 41. 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

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shall not take possession, or use the Site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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

ARTICLE 42. 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 by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall

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only be granted when the Work stopped during inclement weather is on the critical path of the then-current Project schedule.

- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 43. 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.

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- d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

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

ARTICLE 44. 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. Installing temporary construction power, wiring, and lighting facilities.
 - 4. Establishing fire protection system.
 - 5. Developing and installing a construction water supply.
 - 6. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
 - 7. Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.

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8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
10. Arranging for and erection of Contractor's work and storage yard.
11. Posting all OSHA-required notices and establishment of safety programs per Cal-OSHA.
12. Full-time presence of Contractor's superintendent at the job site as required herein.
13. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 45. PAYMENTS

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments. District will, within thirty (30) 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.

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- 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 46. PAYMENTS WITHHELD AND BACK CHARGES

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

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

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- I. Legally permitted penalties.

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

ARTICLE 47. 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 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

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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 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

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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, 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 markup. Contractor shall provide District with documentation of the costs, including but not limited to payroll records, invoices and such other information as District may reasonably request.
 - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the subcontractor's Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional markup will be allowed for lower-tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five

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(25%) percent of the Net Cost as defined herein, of the party that performs the Work.

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

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- 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 48. OCCUPANCY

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

ARTICLE 49. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend (with Counsel of District's choosing), indemnify and hold the District, its elected officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, at law or in equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense, and risk, with Counsel of District's choosing, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against

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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 50. 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. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas, and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets, and shall print suitable title, dates, and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 51. 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

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supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.

- c. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- d. For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 47 "Changes and Extra Work" has been denied, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the District.
- e. **Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 47 "Changes and Extra Work," and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment.**
- f. The claim shall be submitted in writing to the District and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- g. **Supporting Documentation:** The Contractor shall submit all claims in the following format:
 - 1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 - 2) List of documents relating to claim:
 - i. Specifications
 - ii. Drawings

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- iii. Clarifications (Requests for Information)
 - iv. Schedules
 - v. Other
- 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost
 - 6) Time impact analysis in CPM format
- h. **District's Response.** Upon receipt of a claim pursuant to this Article, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.
- 1) If the District needs approval from the District Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the District Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the District Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 - 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

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District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- j. **Mediation.** Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 3. Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further 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

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of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

- I. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
 1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Agreement. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - i. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- 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

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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.**

- a. 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 52. DISTRICT'S RIGHT TO TERMINATE CONTRACT

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

The notice of default and intent to terminate shall contain the reasons for termination. Unless within ten (10) Days after the service of such notice, Contractor resolves the circumstances giving rise to the notice of default to the District's satisfaction, or makes arrangements acceptable to the District for the required corrective action, this Contract shall terminate. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete The Work by any method it deems 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

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specify that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

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

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the Site and any other property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts and purchase orders to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials, and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."
- 7) District's total liability to Contractor by reason of the termination shall be limited to the total (without duplication of any items) of:

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- a) 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 47, 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.
- b) 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.
- c) A reasonable allowance for profit on cost of Work performed as determined in accordance with ARTICLE 47 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.
- d) Reasonable costs to the Contractor of handling material returned to vendors, delivered to the District or otherwise disposed of as directed by the District.
- e) A reasonable allowance for the Contractor's internal administrative costs in preparing termination claim.
- f) Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.

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- 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 52b (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:
 - a) 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,
 - b) Any claim the District may have against the Contractor in connection with the Work, and
 - c) 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.

These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

- c. **Savings Clause.** If District terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

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- 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 53. WARRANTY AND GUARANTEE

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

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- 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 54. 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 55. 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 56. SEPARATE CONTRACTS

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall cooperate with and permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

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- 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 57. 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 58. 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 59. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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ARTICLE 60. 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 writing and 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 61. 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 62. 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 63. 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 64. 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 65. 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 66. 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

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and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 67. 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 68. 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

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SPECIAL CONDITIONS

SC-1 SOLE SOURCE

The District has not made findings pursuant to Public Contract Code Section 3400(b) regarding the use of specific materials, products, things, and/or services that must be utilized for the Project.

SC-2 FEDERAL AND STATE PROVISIONS

Exhibit A, Exhibit B, and Exhibit C hereto are hereby incorporated by reference as if fully set forth herein. It is anticipated that this Project will receive funding as a Community Grants project administered by the United States Environmental Protection Agency, which in guidance entitled Community Grants Program, FINAL IMPLEMENTATION GUIDANCE, OCTOBER 2022, indicates on p. 2 thereof:

EPA will use the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) framework to guide implementation of these Community Grants; the CWSRF and DWSRF eligibilities should be referred to for development of workplans, project scopes, costs, and sub-awards. Funds appropriated for Community Grants projects may not be awarded solely to repay loans received from SRF programs or to repay other debts unless there are explicit instructions to do so in Appropriations Acts or accompanying explanatory statements and/or committee reports. These funds may not be used for operation and maintenance."

Therefore, where any reference is made in Exhibit A, Exhibit B, and Exhibit C hereto to the State Water Board, the Governor of the State of California, or any other person who would ordinarily be involved in Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) programs administered by the State of California, such references shall be deemed to refer to the United States Environmental Protection Agency or such federal official, source, or other thing assuming such role in the absence of such programs being administered by the State of California.

END OF SPECIAL CONDITIONS

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EXHIBIT "A"
SRF FUNDING REQUIREMENTS

ARTICLE 1. PROJECT ACCESS. Contractor shall ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Bureau of Reclamation, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Contract. The Contractor acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records.

ARTICLE 2. PROJECT RECORDS. Contractor and its subcontractors shall maintain separate books, records, and other material relative to Project. Contractor and its subcontractors shall provide copies of all books, records, and other materials to the District prior completing their work on the Project. Contractor shall maintain such records for a minimum of thirty-six (36) years after Project Completion. Contractor and its subcontractors shall make such books, records, and other material available at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Bureau of Reclamation, the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. Contractor shall allow and shall require its subcontractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. Contractor agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of the Contract. The provisions of this section shall survive the expiration or termination of the Contract.

ARTICLE 3. ACCOUNTING AND AUDITING STANDARDS; FINANCIAL MANAGEMENT SYSTEMS

- a. The Contractor and its subcontractors must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Contractor and its subcontractors must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.
- b. The Contractor and its subcontractors must comply with federal standards for financial management systems. The Contractor agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Contract. To the extent applicable, the Contractor is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.
- c. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Contractor and its subcontractors must:
 1. Establish an official file for the Project which adequately documents all significant actions relative to the Project;

2. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Contract;
 3. Establish separate accounts which will adequately depict all income received which is attributable to the Project;
 4. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs; and
 5. Establish such accounts and maintain such records as may be necessary for District to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- d. District may call for an audit of financial information relative to the Project if District determines that an audit is desirable. If an audit is called for, the audit must be performed by a certified public accountant independent of the Bidder and at the cost of the Bidder. The audit must be in the form required by District. Audit disallowances must be returned to the State Water Board.
- e. "GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

ARTICLE 4. COMPLIANCE WITH LAWS, REGULATIONS, ETC. Contractor shall, at all times, comply with and require its subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, Contractor shall:

1. Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of the Contract;
2. Comply with the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Contract.
3. Comply with and require compliance with the state and federal requirements set forth elsewhere in this Contract.

Contractor may not begin project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from the District that all such clearances have been obtained.

ARTICLE 5. COMPUTER SOFTWARE. The Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

ARTICLE 6. FEDERAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORTING. Contractor shall report DBE utilization to District on the DBE Utilization Report, State Water Board Form DBE UR334. Contractor must submit such reports to District annually within ten (10) calendar days preceding October 1 until such time as the "Notice of Completion" is issued. Contractor shall comply with 40 CFR § 33.301, and all DBE requirements set forth elsewhere in the Contract Documents.

ARTICLE 7. INDEMNIFICATION. Any contractual provision in which the Contractor or any subcontractor indemnifies, defends, or holds harmless District shall include or shall be read to include indemnifying, defending, and holding harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any, to the same extent as is provided District.

ARTICLE 8. NON-DISCRIMINATION PROVISIONS.

- a. The Contractor and its subcontractors must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Contractor and its subcontractors for the duration of the Project.
- b. The Contractor and its subcontractors must comply with the federal Americans with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- c. The Contractor's obligations under this section shall survive the term of this Contract.
- d. During the performance of this Contract, Contractor and its subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- e. The Contractor and its subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- f. The Contractor and its subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- g. The Contractor and its subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the

requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

- h. The Contractor and its subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- i. The Contractor must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

ARTICLE 9. NOTICE OF CERTAIN EVENTS. Within 12 hours, the Contractor must notify District of the occurrence of any of the following events:

- a. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Contractor must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State Water Board has determined what actions should be taken to protect and preserve the resource. The Contractor must implement appropriate actions as directed by the State Water Board;
- b. Loss, theft, damage, or impairment to Project;
- c. The discovery of a false statement of fact or representation made in this Contract or in any certification, report, or request for payment made pursuant to this Contract, by the Contractor, its employees, agents, or subcontractors;
- d. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Contractor agrees to promptly notify District. This notification is in addition to the Contractor's obligations under the federal Endangered Species Act; and
- e. Any litigation pending or threatened with respect to the Project.

ARTICLE 10. STATE WATER BOARD EXCLUDED PARTIES PROHIBITION. Contractor shall not contract or allow subcontracting with excluded parties. Contractor shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Contract, Contractor shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Contract is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at: http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml.

Contractor, in executing the Contract, represents and warrants that Contractor is not a disqualified or excluded party, as described above, and is entitled to participate in Project.

ARTICLE 11. STATE WATER BOARD RIGHTS IN DATA. Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of the Contract are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. As to any work which is copyrighted by District, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

ARTICLE 12. SRF FEDERAL CROSS-CUTTER REQUIREMENTS

- a. **Federal Award Conditions.** American Iron and Steel. Unless the District has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Contractor shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the District has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance, or repair of a public water system or treatment work, Contractor hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 percent and 2 percent carbon, and may include other elements.
- b. **Wage Rate Requirements (Davis-Bacon).** Contractor shall include in its subcontracts the full language provided in Exhibit C in all contracts and subcontracts.
- c. **Signage Requirements.** Contractor shall place a sign at least four feet tall by eight feet wide made of 3/4 inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the State Water Board):



“Funding for this Regional Water Reclamation Facility (WRF) Expansion Project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

The Project sign shall include the District's required promotional information, if any, and shall ensure that the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

- d. **Public or Media Events.** Contractor shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Contract of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least 10 working days' notice.
- e. **EPA General Terms and Conditions (USEPA GTCs).** Contractor shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- f. **DUNS.** No Contractor may receive funding under this Contract unless it has provided its DUNS number to the State Water Board.
- g. **Executive Compensation.** Contractor shall report the names and total compensation of each of its five most highly compensated executives for the preceding completed fiscal year, as set forth in the USEPA GTCs.
- h. **Federal Exclusion or Disqualification.** Contractor represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If Contractor is excluded after execution of this Contract, Contractor shall notify the Division within ten (10) days and shall inform the Division of the Contractor's exclusion in any request for amendment of this Contract. Contractor shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Contract. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, Contractor shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- i. **Conflict of Interest.** To the extent applicable, Contractor shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- j. **Copyright and Patent.**
 - 1. USEPA and the State Water Board have the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this assistance agreement.
 - 2. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Contractor. Contractor must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. **Credit.** Contractor agrees that any reports, documents, publications, or other materials developed for public distribution supported by this Contract shall contain the following statement:
- “This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document.”
- l. **Electronic and Information Technology Accessibility.** Contractor is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. **Trafficking in Persons.** Contractor, its employees, contractors and subcontractors, and their employees may not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Contract, or use forced labor in the performance of this Contract. Contractor must include this provision in its contracts and subcontracts under this Contract. Contractor must inform the State Water Board immediately of any information regarding a violation of the foregoing. Contractor understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. Contractor agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Contract if Contractor that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.
- n. **Civil Rights Obligations.** Contractor shall comply with the following federal nondiscrimination requirements:
1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 3. The Age Discrimination Act of 1975, which prohibits age discrimination.
 4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 5. 40 CFR Part 7, as it relates to the foregoing.
- o. **Federal Non-Discrimination Requirements - Executive Order No. 11246.** Contractor shall comply with and shall include in its subcontracts related to the Project the following provisions. As used below “contractor” shall refer to Contractor and its subcontractors.

Executive Order No. 11246. Contractor shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- p. **Disadvantaged Business Enterprises (40 CFR Part 33).** Contractor agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority, and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp . Contractor shall comply with and agree to require its subcontractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. Additional DBE provisions are included in Exhibit "D".
- q. **Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368.** Except where the purpose of this Contract is to remedy the cause of the violation, Contractor may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- r. **Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655.** Contractor must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- s. **Network Systems.** Contractor agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- t. **Geospatial Data Standards.** All geospatial data created pursuant to this Contract that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

EXHIBIT "B"
DAVIS BACON PROVISIONS

(a) Davis-Bacon Provisions. Contractor shall comply with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis- Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act), which are incorporated into the Contract by this reference. This includes, but is not limited to, the following provisions:

(i) Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d)(i)(4) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section (d)(iv). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (d)(i)(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (d)(i)(2) (b) or (c) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(ii) Withholding. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the

Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iii) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

a. The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Bureau of Reclamation if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Bureau of Reclamation. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

i. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under paragraph (c)(iii)(1) of this section available for inspection, copying, or transcription by authorized representatives of the District or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(iv) Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft

classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(v) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(vi) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the District may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(vii) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(viii) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(ix) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the District, the U.S. Department of Labor, or the employees or their representatives.

(x) Certification of eligibility.

(1) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this Section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this Section.

(iii) Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (iv) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this Section.

[Most recent Davis-Bacon Determination for locality at time of legal advertisement to follow this sheet]

"General Decision Number: CA20240007 07/26/2024

Superseded General Decision Number: CA20230007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	02/09/2024
4	02/16/2024
5	03/01/2024
6	03/08/2024
7	04/12/2024
8	05/24/2024
9	06/14/2024
10	07/05/2024
11	07/12/2024
12	07/26/2024

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 84.76	25.07
Area 2.....	\$ 64.56	25.07

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.....	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

BRCA0003-001 08/01/2023

	Rates	Fringes
MARBLE FINISHER.....	\$ 41.18	18.58

BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 52.76	25.01
AREA 2.....	\$ 57.02	28.50

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 43.90	19.51
TERRAZZO WORKER/SETTER.....	\$ 59.06	28.31

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 35.00	17.44
Area 2.....	\$ 34.76	19.22
Area 3.....	\$ 37.75	19.28
Area 4.....	\$ 35.78	19.23
Tile Layer		
Area 1.....	\$ 55.55	21.08
Area 2.....	\$ 55.17	22.52
Area 3.....	\$ 59.92	22.62
Area 4.....	\$ 56.79	22.54

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
 Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter,
 Tehama, Yolo, Yuba
 AREA 2: Alpine, Amador
 AREA 3: Marin, Napa, Solano, Siskiyou
 AREA 4: Sonoma

 BRCA0003-014 08/01/2023

	Rates	Fringes
MARBLE MASON.....	\$ 60.20	28.82

 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed		
gas).....	\$ 64.51	34.69
Manifold Operator (Standby).	\$ 59.51	34.69

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot
 221 ft.-deeper \$5.00 per foot

SATURATION DIVING:
 The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
 Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
 Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

 CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

 CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03

Master Installer.....\$ 31.38 23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

ELEC0180-001 06/01/2024

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.....	\$ 66.44	3%+27.84
ELECTRICIAN.....	\$ 59.06	3%+27.83

ELEC0180-003 12/01/2023

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications

Installer.....	\$ 48.44	27.60
Technician.....	\$ 55.71	27.82

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

 ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
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Communications System

Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
 Vibration sensor systems Card access systems Access
 control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE
 INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO
 THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and
 Data Acquisition) PCM (Pulse Code Modulation)
 Inventory Control Systems Digital Data Systems
 Broadband and Baseband and Carriers Point of Sale
 Systems VSAT Data Systems Data Communication
 Systems RF and Remote Control Systems Fiber Optic
 Data Systems WORK EXCLUDED Raceway systems are not covered
 (excluding Ladder-Rack for the purpose of the above listed
 systems). Chases and/or nipples (not to exceed 10 feet)
 may be installed on open wiring systems. Energy management
 systems. SCADA (Supervisory Control and Data Acquisition)
 when not intrinsic to the above listed systems (in the
 scope). Fire alarm systems when installed in raceways
 (including wire and cable pulling) shall be performed at
 the electrician wage rate, when either of the following two
 (2) conditions apply:
 1. The project involves new or major remodel building trades
 construction.
 2. The conductors for the fire alarm system are installed in
 conduit.

 ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,
 EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,
 TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly
 rate.

 ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of
 the main watershed divide), NEVADA (east of the main
 watershed), PLACER (east of the main watershed divide) and
 SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

ZONE RATE:

70-90 miles - \$8.00 per hour
 91+ miles - \$10.00 per hour

* ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 59.17	32.04

ELEC0551-005 11/01/2023

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.55
Technician.....	\$ 53.64	25.76

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2024

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.00	19.88

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

ELEC1245-004 06/01/2024

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.01
(3) Groundman.....	\$ 40.76	21.51
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 80.76	37.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 48.57	37.55
AREA 2:		
(1) Leverman.....	\$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 53.87	37.55

(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..\$ 50.57 37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder

Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15

GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

- Area 1: Extreme Southwest corner
- Area 2: Remainder

HUMBOLDT COUNTY:

- Area 1: Except Eastern and Southwestern parts
- Area 2: Remainder

LAKE COUNTY:

- Area 1: Southern part
- Area 2: Remainder

MENDOCINO COUNTY:

- Area 1: Central and Southeastern Parts
- Area 2: Remainder

IRON0118-012 01/01/2024

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	34.20

IRON0118-013 01/01/2024

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.45	34.90

LAB00067-003 07/01/2024

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties.....	\$ 37.75	29.69
Remaining Counties.....	\$ 36.75	29.69

LAB00067-005 01/01/2024

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA

CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 37.26	27.32
Area B.....	\$ 36.26	27.32
Traffic Control Person I		
Area A.....	\$ 37.56	27.32
Area B.....	\$ 36.56	27.32
Traffic Control Person II		
Area A.....	\$ 35.06	27.32
Area B.....	\$ 34.06	27.32

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30
LABORER (GUNITITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-008 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 37.54	25.55

LAB00261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72

Shotcrete Specialist.....\$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.84	26.24

LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30
LABORER (GUNITITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30

GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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- cleaner"" is to be utilized under the following conditions:
- A: at demolition site for the salvage of the material.
 - B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
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- GROUP 3: Reboundman
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WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00324-019 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-004 01/01/2024

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 50.51	27.66

- PREMIUMS:
- EXOTIC MATERIALS - \$1.25 additional per hour.
 - SPRAY WORK: - \$0.50 additional per hour.
 - INDUSTRIAL PAINTING - \$0.25 additional per hour
 [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

- HIGH WORK:
- over 50 feet - \$2.00 per hour additional
 - 100 to 180 feet - \$4.00 per hour additional
 - Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2024

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 56.28	29.94

 PAIN0016-007 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 40.85	22.40

SPRAY/SANDBLAST: \$0.50 additional per hour.
 EXOTIC MATERIALS: \$1.25 additional per hour.
 HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

 PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 59.00	33.03

 PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 56.22	34.00

 * PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada

Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Painters:

Brush and Roller.....	\$ 33.15	14.29
Spray Painter & Paperhanger.	\$ 34.81	14.29

PREMIUMS:

- Special Coatings (Brush), and Sandblasting = \$0.50/hr
- Special Coatings (Spray), and Steeplejack = \$1.00/hr
- Special Coating Spray Steel = \$1.25/hr
- Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

SOFT FLOOR LAYER.....	\$ 34.27	16.47
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PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Drywall

(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

Rates Fringes

GLAZIER.....	\$ 43.25	35.62
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PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET		
RECOVERY RATE.....	\$ 69.70	46.38
(2) All other work - NEW		
CONSTRUCTION RATE.....	\$ 82.00	48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

PLUM0228-001 07/01/2024

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 48.00	39.79

* PLUM0343-001 07/01/2024

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 69.60	36.63

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are

hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 52.14	18.71

* PLUM0355-001 07/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 34.51	18.30

* PLUM0442-003 07/01/2024

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 54.05	36.99

* PLUM0447-001 07/01/2024

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 64.37	29.25
Light Commercial Work.....	\$ 53.08	23.52

ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 46.73	21.36

SFCA0483-003 01/01/2024		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 74.63	38.51

SFCA0669-003 01/01/2024		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 46.46	27.97

SHEE0104-006 06/29/2020		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2021		

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

SHEE0104-010 07/01/2020		

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020		

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55
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SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
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SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55
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SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
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SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

TEAM0094-001 07/01/2022

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack

(3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT "C" DBE GUIDELINES



California State Water Resources Control Board
Division of Financial Assistance
1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707
Mailing Address: P. O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.waterboards.ca.gov>

Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) - entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) - entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration (SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Revised 12/2016

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA **and/or** Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA Form	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub-contractor	EPA DBE Coordinator
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub-Contractor	SWRCB by Recipient
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

The completed forms must be submitted with each Bid or Proposal. The recipient shall review the bidder's documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided.
2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.

Revised 12/2016

- Information retained on the Bidder's List must include the following:
 1. Entity's name with point of contact;
 2. Entity's mailing address and telephone number;
 3. The project description on which the entity bid or quoted and when;
 4. Amount of bid/quote; and
 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB, CASRF – Barbara August (916) 341-6952 barbara.august@waterboards.ca.gov

US EPA, Region 9 – Joe Ochab (415) 972-3761 ochab.joe@epa.gov

Revised 12/2016

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

THE FOLLOWING TECHNICAL SPECIFICATIONS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

1. **ELLA WAY BID SET SPECIFICATIONS – MAY 2024**
2. **ELLA WAY BID SET SPECIFICATIONS APPENDIX – MAY 2024**

PLANS AND DRAWINGS

PLANS AND DRAWINGS

THE FOLLOWING PLANS AND DRAWINGS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

- 1. ELLA WAY BID SET DRAWINGS – MAY 2024**

PLANS AND DRAWINGS

- 1 -

FEDERAL REQUIREMENTS

**THE FEDERAL REQUIREMENTS ATTACHED HERETO AS PAGES 35 THROUGH 47
ARE INCORPORATED HEREIN BY REFERENCE.**

**SECTION 00400
BID FORM**

BID FORM

NAME OF BIDDER: BWD Construction, Inc. dba BWD General Engineering Contractors

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:

Ella Way Well 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.

Item No.	Reference Section	Item Quantity	Item Unit	Item Description	Unit Cost	Total Item Cost
1	Division 01	1	LS	Mobilization/Demobilization, Bonds, Insurance, Schedule of Values, Preliminary Project Schedule	150,000. ⁰⁰	150,000. ⁰⁰
2	Division 01	1	LS	Permitting	50,000. ⁰⁰	50,000. ⁰⁰
3	15723	1	LS	Stormwater Pollution Prevention Plan	12,000. ⁰⁰	12,000. ⁰⁰
4	150000, 312000	1	LS	Site Grading, Clearing, Tree and Fence Removal	160,000. ⁰⁰	160,000. ⁰⁰
5	321216	19,000	SF	Site Paving and Striping	3.30	62,700. ⁰⁰
6	34513	445	LF	8-ft Masonry Wall and Footings	495. ⁰⁰	220,275. ⁰⁰
7	323120	110	LF	8' Wrought Iron Fence, including but not limited to 30' slide gate, pedestrian gate	650. ⁰⁰	71,500. ⁰⁰
8	323120	110	LS	6' Composite Fence, including 16' slide gate	60,000. ⁰⁰	60,000. ⁰⁰
9	Drawing C-3	1	LS	Site Screening, Landscaping, Plantings, Rock, Irrigation Controller, Irrigation Valves and Irrigation Conduit	37,000. ⁰⁰	37,000. ⁰⁰
10	331113, 331136	1	LS	Well Improvements, including well casing extension, well concrete monument, well surface plate, well pump column and injection piping, and pump installation	145,000. ⁰⁰	145,000. ⁰⁰

**SECTION 00400
BID FORM**

**SECTION 00400
 BID FORM**

11	331240	400	LF	Site Storm Drain Piping (18", 8", and 6"). Includes, but is not limited to C900 PVC pipe, fittings, restraints, trenching, backfill, compaction, connections to drain inlets and manholes	240. ⁰⁰	96,000. ⁰⁰
12	034000	1	EA	Two (2) Storm Drain Manholes and One (1) Pump to Waste Outfall (all associated work as shown in the plans and Civil Detail, including but not limited to excavation, backfill and compaction, bedding, base, temporary paving, and testing)	32,000. ⁰⁰	32,000. ⁰⁰
13	034000	4	EA	Drain Inlets for storm drain and all associated work including but not limited to excavation, backfill and compaction, bedding, base, and testing	2,500. ⁰⁰	10,000. ⁰⁰
14	331240	205	LF	6" Sanitary Sewer Line. Includes, but is not limited to buried PVC sewer pipe, fittings, restraints, trenching, backfill, compaction, cleanouts, and interconnection to existing sewer manhole	120. ⁰⁰	24,600. ⁰⁰
15	Drawing C-10	680	LF	Concrete Curb, Sacramento County Type 2 and Type 3 per drawings	80. ⁰⁰	54,400. ⁰⁰
16	Drawing C-5	18	EA	Metal Bollards for SMUD transformer, well, and pump to waste structure	2,000. ⁰⁰	36,000. ⁰⁰
17	Drawing C-8	1	LS	Fire Hydrant	11,000. ⁰⁰	11,000. ⁰⁰
18	Structural Drawings	1	LS	Pump House Foundation, including but not limited to excavation compaction, bedding, concrete, trench drain, floor drains and sumps	250,000. ⁰⁰	250,000. ⁰⁰
19	Structural Drawings	1	LS	Pump House Building, including split face CMU walls, interior walls, ceilings, doors, roof framing, and decking, standing seam metal roof, gutters, and all other improvements for a functioning building	475,000. ⁰⁰	475,000. ⁰⁰
20	433269	1	LS	Tablet Chlorination System, for chlorinating well water. Including, but not limited to chlorination system, chlorine tablets, instrumentation including chlorine analyzer, return pump, piping to and from the chlorinator, injection quill, eye wash, and chemical room sink	95,000. ⁰⁰	95,000. ⁰⁰
22	331113	470	LF	Buried water pipeline 6", 8" and 10". Includes buried PVC water pipe and DI water pipe under building. Includes, but is not limited to fittings, restraints, valves, trenching, utility crossings, backfill, compaction, connections to existing water mains, and testing	440. ⁰⁰	206,800. ⁰⁰

**SECTION 00400
 BID FORM**

**SECTION 00400
BID FORM**

23	331113	290	LF	Buried water pipeline, 2". PVC pipe for on-site irrigation and use. Includes buried PVC water pipe. Includes, but is not limited to fittings, restraints, valves, trenching, backfill, compaction, and testing	60. ⁰⁰	17,400. ⁰⁰
24	331113	100	LF	Above-grade water pipeline, 6" and 10" Steel. Includes, but is not limited to fittings, valves, coatings, pipe supports, and testing	2,400. ⁰⁰	240,000. ⁰⁰
25	Drawing M-3	1	EA	Potable water manifold, backflow preventer, and associated piping to provide site with potable water	24,000. ⁰⁰	24,000. ⁰⁰
26	331300, 331301	1	EA	Water Pipeline disinfection and testing.	15,000. ⁰⁰	15,000. ⁰⁰
28	237400	1	EA	HVAC system including but not limited to wall mount A/C unit, exhaust fans, vents and louvers	28,000. ⁰⁰	28,000. ⁰⁰
29	Division 26	1	EA	Site Electrical	350,000. ⁰⁰	350,000. ⁰⁰
30	260573	1	EA	Arc Flash Study and Labelling	13,000. ⁰⁰	13,000. ⁰⁰
31	Division 40	1	EA	Control Panel, Programming, and SCADA Integration	250,000. ⁰⁰	250,000. ⁰⁰
32	Various	1	EA	Special Inspections and Material Testing	22,000. ⁰⁰	22,000. ⁰⁰
34	Division 01	1	EA	Facility Startup, Testing, O&M Manuals	34,000. ⁰⁰	34,000. ⁰⁰
TOTAL CONTRACT PRICE					3,252,675.⁰⁰	3,252,675.⁰⁰

Bidders must provide pricing for every bid item.

The estimated quantities for unit price items are for purposes of comparing bids only and the District made 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):

\$ 3,252,675.⁰⁰
Total Bid Price in Numbers

Three million Two Hundred Fifty Two Thousand Six hundred Seventy Five Dollars
Total Bid Price in Written Form

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

The undersigned agrees that the electronic 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. 1019890, Expiration Date 10/31/2026, class of license A & B. Bidder certifies that it is registered with the Department of Industrial Relations to perform public work, Registration No. 1000056075. 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.
01/1/25
2. Attached is the fully executed Non-Collusion Declaration form.

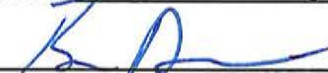
SECTION 00400
BID FORM

**SECTION 00400
BID FORM**

3. Attached in the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Iran Contracting Act Certification.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed American Iron and Steel Certification.
8. Attached is the completed Anti-Lobbying Certification.
9. Attached is the completed DBE Good Faith Efforts Verification.
10. Attached is the completed Bidder's List.
11. Attached is the completed Debarment and Suspension Certification.
12. Attached is the completed Executive Order N-22 Certification

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 BWD Construction, Inc. dba
BWD General Engineering Contractors

Signature 

Name and Title Bernard Drennon, Secretary/Treasurer

Dated 01/16/2025

*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**

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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 BWD Construction, Inc. dba
BWD General Engineering Contractors

Signature 

Name Bernard Drennon

Title Secretary/Treasurer

Dated 01/16/25

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410

BID BOND

BID BOND

The makers of this bond are, BWD Construction Inc. DBA
BWD General Engineering Contractors,
as Principal, and Travelers Casualty and Surety Company of America, 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 16th, 2025, for _____
Ella Way Well 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 is 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, 2025, the name
and corporate seal of each corporation.

(Corporate Seal)

BWD Construction Inc. DBA
BWD General Engineering Contractors
Contractor/ Principal

By 
Title Alisha Drennon, President

(Corporate Seal)

Travelers Casualty and Surety Company of America
Surety

By 
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Stanley J. Matranga, Attorney-In-Fact

SECTION 00410

BID BOND

SECTION 00410
BID BOND

Notary Acknowledgment

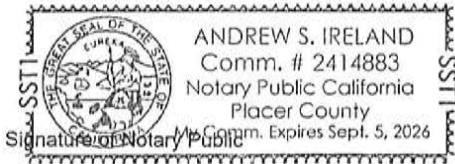
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Placer

On January 13th, 2025, before me, Andrew S. Ireland, Notary Public, Notary Public, personally appeared Alisha Drennon, 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.

AS I

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Placer)

On January 9, 2025 before me, Eric Matranga, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STANLEY J MATRANGA** of **ROSEVILLE** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

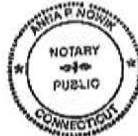
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **January**, **2025**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**SECTION 00420
NON-COLLUSION DECLARATION**

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID


The undersigned declares:

I am the Secretary/Treasurer of BWD Construction, Inc. dba
BWD General Engineering Contractors, 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 01/16/25 [date], at Lincoln [city], California [state].



(Signature)

Bernard Drennon

(Print Name)

Secretary/Treasurer

(Print Title)

01/16/25

(Date)

**SECTION 00420
NON-COLLUSION DECLARATION**

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SECTION 00420
NON-COLLUSION DECLARATION

END OF NON-COLLUSION DECLARATION

SECTION 00420
NON-COLLUSION DECLARATION
- 22 -

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

Failure to complete 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: BWD Construction, Inc. dba BWD General Engineering Contractors

2.0 Type, if Entity: Corporation

3.0 Bidder Address: P.O. Box 1948 Lincoln, CA 95648

N/A (916) 765-2867
Facsimile Number Telephone Number

4.0 How many years has Bidder's organization been in business as a Contractor? 8

5.0 How many years has Bidder's organization been in business under its present name? 8

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: 05/18/2016

6.2 State of Incorporation: California

6.3 President's Name: Alisha Drennon

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

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

6.5 Secretary's Name: Bernard Drennon

6.6 Treasurer's Name: Bernard Drennon

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

7.1 Date of Organization:
N/A

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

N/A

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

N/A

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

N/A

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

UNDERGROUND, EXCAVATION, PIPING, STRUCTURE CONCRETE
MECHANICAL EQUIPMENT INSTALLATION

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

No

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

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:

No

13.0 List Trade References:

Holt of California - Andrew Davies (916) 921-8880

WhiteCap Industries - Beren Miranda - (925) 961-8970

Pace Supply - April Cornejo - (855) 306-5689

14.0 List Bank References (Bank and Branch Address):

Umpqua Bank - 805 Twelve Bridges Dr., #10 Lincoln, CA 95648

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

Travelers Casualty and Surety Company of America

Stanley Mantranga

5231 Rita Ave., Carmichael, CA 95608

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

B. LIST OF CURRENT PROJECTS (Backlog)

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name/ Phone Number
Weimar WTP Safety Improvements	INSTALL GRATING AND CATWALKS	1/11/25	\$414,782	Placer County Water Agency - Jeremy Shepard - (530) 823-4850
Camp Winthers Water Filtration System	INSTALL PRE PACKAGED WATER TREATMENT SYS	7/16/25	\$389,500	San Juan Unified School District - PAUL BORCHERTING (530) 906-4241
La Mel Booster Pump Station Installation	INSTALL POTABLE BOOSTER PUMP STATION	6/30/25	\$769,500	Amador Water Agency LIAM BAILY (209) 256-6810
East Joiner Parkway Pump Station	UPGRADE EXISTING PUMP STATION	8/1/25	\$1,009,500.	City of Lincoln - Araceli Cazarez - (916) 434-2470

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

Please include only those projects that 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
Rural North Vacaville Water District	Arsenic removal, treatment system installation and facility upgrades	COMPLETED 2023	\$941,186	Nancy McWilliams - (707) 455-4018
Placer County Water Agency	Filter addition at existing WTP, including sitework and electrical upgrades	COMPLETED 2023	\$765,000	Jordan Jakobsen - (530) 823-4950

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

National Park Service	Install lining in existing concrete water tank. New Piping and valves in treatment system	COMPLETED 2022	\$427,275	Nathan Anderson (541) 324-1523
CA Dept of Fish and Wildlife	Install new packaged water treatment system	COMPLETED 2021	\$121,000	Scott Murata - (916) 375-8340
CA Dept of Parks and Recreation	Rebuild two existing sewer lift stations including new pump, valving and electrical	COMPLETED 2022	\$359,154	Matt Leavitt - (510) 406 - 0585
San Juan Water District	Vegetation excavation installation of sumps and dewatering system	08/11/23 - 10/10/23	\$495,226	Mark Hargove - (916) 791-6951
City of Roseville	Concrete removal around existing pipe, provided engineered support system to secure pipe and replaced (2) 72" pipe couplings and backfilled with low strength concrete. Installation of structural steel cover for the 72" pipe for erosion protection and Seismic Support	11/07/23 - 05/03/24	\$396,381.88	Jonathan Cummings - (916) 774-5566

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

City of Roseville	Pleasant Grove Pump Station Variable Frequency Drive Upgrade and Valve Automation	2024	\$573,334	William Montz - (916) 774-5545

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

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

Bernard Drennon - Project Manager

Bryan Campini - Superintendent

Jonathan Field - Labor Foreman

2. Summarize each person's specialized education:

Bernard has over 20 years of experience in the construction and upgrade installation of WTP and WWTP

industry. Bryan has over 18 years of experience as a foreman and operating engineering while

working on WWTP and WTP with exceptional knowledge in various areas of the construction industry.

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

Bernard Drennon - 20 years

Bryan Campini - 18 years

Jonathan Field - 8 years

4. Summarize such experience:

All employees have over 30 years combined experience with water treatment and waste water

treatment plant upgrades and construction. Their experience includes, but is not limited to

underground pipe, concrete placement, mechanical and equipment installation

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**

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

Additional Bidder's Statements:

If the Bidder feels that there is additional information that 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:

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 BWD Construction, Inc. dba BWD General Engineering Contractors

Signature  _____

Name Bernard Drennon

Title Secretary/Treasurer

Dated 01/16/2025

CONTRACTOR INFORMATION AND EXPERIENCE FORM

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

LIST OF SUBCONTRACTORS FORM

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

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

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

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
AC PAVING	BLACK STAR PAVEMENT MAINT.	SACRAMENTO, CA	1.8%	954061-CSLB DIR: 100026271
PAINTING	MASON PAINTING	DRANGEVILLE, CA	1.5%	CSLB: 819987 DIR: 1000002947
REBAR	CAMBLIN STEEL	ROSEVILLE, CA	0.71%	CSLB: 218839 DIR: 1000003852
CONCRETE CURBS	SIERRA NATIONAL ASPHALT	CARMICHAEL, CA	1.5%	CSLB: 855769 DIR: 1000016970

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
HVAC	BROWER MECHANICAL	ROCKLIN, CA	0.7%	CSLB: 1081055 DIR: 1000019917
ROOFING	JAMES LOOG Construction services	Sacramento, CA	2%	CSLB: 821827 DIR: 1000000065
FENCING	FENCE CORP	Sacramento, CA	3.3%	CSLB: 886544 DIR: 1000000850
MASONRY	JOHN JACKSON Masonry	Sacramento, CA	2.8%	CSLB: 255203 DIR: 1001000334
WELL PUMP INSTALL	HOUK SYSTEMS	MODESTO, CA	0.5%	CSLB: 479018 DIR: 1000002652
DRYWALL	U-NEAC FRAMING & DRYWALL	Rancho Cordova, CA	0.7%	CSLB: 667764 DIR: 1000002640
ELECTRICAL	SAC VALLEY ELECTRIC	Sacramento, CA	18%	CSLB: 848435 DIR: 1000002156
METAL DECK	LINDEN STEEL and CONSTRUCTION	MANTECA, CA	0.6%	CSLB: 846699 DIR: 1000000829

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

SECTION 00440
LIST OF SUBCONTRACTORS FORM

Name of Bidder BWD Construction, Inc. dba BWD General Engineering Contractors

Signature 

Name and Title Bernard Drennon, Secretary/Treasurer

Dated 01/16/2025

END OF LIST OF SUBCONTRACTORS FORM

SECTION 00440
LIST OF SUBCONTRACTORS FORM

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**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 Secretary/Treasurer

Firm BWD Construction, Inc. dba BWD General Engineering Contractors

Date 01/16/2025

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 00442
AMERICAN IRON AND STEEL CERTIFICATION

American Iron and Steel Certification

1. Identification of American-made Iron and Steel Products: The Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel products for every component contained in the bid solicitation where such American-made components are required. The term "iron and steel products" means the following products made primarily of iron or steel - lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

2. Verification of U.S. Production: If this bid is accepted, the Bidder agrees that it will provide, to the District, reasonable, sufficient, and timely verification of the U.S. production of each Iron and Steel Product incorporated into the Project.

3. Documentation Regarding Non-American-made Iron and Steel: The Bidder certifies that for any Iron or Steel Product that is not American-made but was incorporated in the development of this bid, is allowed by waiver of the U.S. Environmental Protection Agency, and such waiver is attached to this certification.

1. Warranty of Bidder: The Bidder hereby represents and warrants to and for the benefit of District that (a) Bidder has reviewed and understands the American Iron and Steel Requirement, and (b) if the bid is selected, all of the iron and steel products used in the project will be produced in the United States in a manner that complies with the American Iron and Steel Requirement unless a waiver of the requirement is attached to this certification.



Signature: _____

Date

01/15/2025

Name (Printed): Bernard Drennon

and Title (Printed): Secretary/Treasurer of Signer (Please Print)

Dated: 01/16/25

Q & A's, Waiver request instructions, and a list of approved waivers can be found at http://water.epa.gov/grants_funding/aisrequirement.cfm

SECTION 00442
AMERICAN IRON AND STEEL CERTIFICATION

**SECTION 00443
ANTI-LOBBYING CERTIFICATION**

Anti-Lobbying Certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 an agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. A copy of this form is included as part of the SRF Funding Requirements section of the Contract Documents.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. 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.

Bernard Drennon, Secretary/Treasurer

Typed Name & Title of Authorized Representative



01/16/2025

Signature and Date of Authorized Representative

**SECTION 00443
ANTI-LOBBYING CERTIFICATION**

SECTION 00444

BIDDER'S LIST

Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD CONSTRUCTION, INC. dba
BWD GENERAL ENGINEERING CONTRACTORS
Project: Ella Way Well Project

Firm Name: James Long Construction Services, Inc. Phone: 916-379-9524

Business Address: 8560 Younger Creek Dr. Fax: _____

Sacramento, CA 95828

Email: btucker@jameslongconstruction.com

License No. and Classification: 821827 (C-20) Years in Business: 24

Contact Person:

Is the firm currently certified as a DBE? No Yes Cert. Number: : 1003880

Type of work/ services/ materials proposed by bidder:

HVAC & Metal Roofing Systems

Amount of Bid/Quote: _____

Date of Bid/Quote: 1/16/25

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Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD Construction, Inc. dba
BWD General Engineering Contractors

Project: Ella Way Well Project

Firm Name:	<u>PAC SHIELD ROOF SERVICES, Inc.</u>	Phone:	<u>(800) 689-4716</u>
Business Address:	<u>5151 Pentecost Dr. Suite A-1, Modesto, CA 95358</u>	Fax:	<u>N/A</u>
Email:	<u>rjlapizco@pacshield.com</u>		
License No. and Classification:	<u>1031725, B, C39, C43</u>	Years in Business:	<u>7</u>
Contact Person:	<u>Rafael Lapizco Jr.</u>		
Is the firm currently certified as a DBE?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Cert. Number: <u>52254</u>
Type of work/ services/ materials proposed by bidder:	<u>07 61 00 Sheet Metal Roofing</u>		
Amount of Bid/Quote:	<u>\$165, 863.00</u>		
Date of Bid/Quote:	<u>1/16/2025</u>		

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Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: **BWD General Engineering Contractors**

Project: **Ella Way Well Project**

Firm Name: Mason Painting Inc. Phone: (916) 852-8060

Business Address: 3242 Luyung Dr. Rancho Cordova, Ca 95742 Fax: _____

Email: jaime@masonpaintingca.com

License No.and Classification: 819987 / C33 Years in Business: 22

Contact Person: Dave Velasquez

Is the firm currently certified as a DBE? No Yes Cert. Number: : 55943

Type of work/ services/ materials proposed by bidder:

Painting and Coatings

Amount of Bid/Quote: \$45,695.00

Date of Bid/Quote: 01/16/2025

SECTION 00444

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**SECTION 00444
BIDDER'S LIST**

Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD General Engineering

Project: Ella Way Well Project

Firm Name:	<u>Arrow Fence Company</u>	Phone:	<u>916-626-3030</u>
Business Address:	<u>4025 Cincinnati Ave Rocklin, CA 95765</u>	Fax:	<u>916-626-3037</u>
Email:	<u>mike@arrowfencecompany.com</u>		
License No. and Classification:	<u>1101976 C-13</u>	Years in Business:	<u>48 years</u>
Contact Person:	<u>Michael Murphy</u>		
Is the firm currently certified as a DBE?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Cert. Number: : _____		
Type of work/ services/ materials proposed by bidder:	_____		
	<u>chain link and orna iron fence and gates</u>		

Amount of Bid/Quote:	<u>170,830.00</u>		
Date of Bid/Quote:	<u>1/16/25</u>		

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Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD Construction, Inc. dba
BWD General Engineering Contractors

Project: Ella Way Well Project

Firm Name: U-Neac Framing & Drywall, Inc. Phone: 916-635-8940

Business Address: 3236 Fitzgerald Road Suite B, Rancho Cordova, CA 95742 Fax: 916 638-5593

Email: mike@u-neac.com

License No. and Classification: B, C-2, C-9, & C-35 667764 Expires 06/30/2026 Years in Business: Since 2008

Contact Person:

Is the firm currently certified as a DBE? No Yes Cert. Number: _____

Type of work/ services/ materials proposed by bidder:

Installation of steel studs and drywall @ ceilings

Amount of Bid/Quote: \$22,770.00

Date of Bid/Quote: 1/15/2025

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Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

BWD CONSTRUCTION, INC. dba

Prime Contractor: BWD GENERAL ENGINEERING CONTRACTORS

Project: Ella Way Well Project

Firm Name: Alcal Specialty Contracting Inc. Phone: 916-205-9670

Business Address: 4201 Sierra Point Dr. Ste 101 Fax: _____

Email: scott.stanley@alcal.com

License No. and Classification: 815286 C39 C-2 Years in Business: 54

Contact Person: Scott Stanley

Is the firm currently certified as a DBE? No Yes Cert. Number: : _____

Type of work/ services/ materials proposed by bidder:

Insulation

Amount of Bid/Quote: \$3,300.00

Date of Bid/Quote: 1/15/25

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Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD Construction, Inc. dba
BWD General Engineering Contractors

Project: Ella Way Well Project

Firm Name: Vintage Paving Company Phone: 530-795-0132

Business Address: 119 Main Street, Winters, CA 95694 Fax: 530-795-5734

Email: ChrisJ@VintagePavingCo.com

License No. and Classification: 709237-A Years in Business: 30 Years (Est. 1995)

Contact Person: Christopher J. Johnsen

Is the firm currently certified as a DBE? No Yes Cert. Number: _____

Type of work/ services/ materials proposed by bidder:

Hot Mix Asphalt (HMA) Materials & HMA Paving

Amount of Bid/Quote: 78,810.⁰⁰

Date of Bid/Quote: 01.16.2025

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Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD Construction, Inc. dba
BWD General Engineering Contractors

Project: Ella Way Well Project

Firm Name:	<u>Black Star Pavement Maintenance, Inc.</u>	Phone:	<u>877-324-4767</u>
Business Address:	<u>8360 Galena Ave</u>	Fax:	<u></u>
Email:	<u>Brian@blackstarpmp.com</u>		
License No. and Classification:	<u>954061 Class A</u>	Years in Business:	<u>15</u>
Contact Person:	<u>Brian Robinson</u>		
Is the firm currently certified as a DBE?	<input checked="" type="checkbox"/> No	Yes	Cert. Number: <u></u>
Type of work/ services/ materials proposed by bidder:	<u>Asphalt Paving</u>		
Amount of Bid/Quote:	<u>\$35,500</u>		
Date of Bid/Quote:	<u>1-13-2025</u>		

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Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD Construction, Inc. dba
BWD General Engineering Contractors

Project: Ella Way Well Project

Firm Name:	<u>Linden Steel & Construction</u>	Phone:	<u>(209) 239-2160</u>
Business Address:	<u>17463 Ideal Hwy. manteca, CA 95336</u>	Fax:	<u>N/A</u>
Email:	<u>Jess@lindensteel.com</u>		
License No. and Classification:	<u>846699</u>	Years in Business:	<u>20</u>
Contact Person:	<u>Jess Smith</u>		
Is the firm currently certified as a DBE?	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Cert. Number: : <u>42098</u>
Type of work/ services/ materials proposed by bidder:	<u>STEEL DECKING</u>		
Amount of Bid/Quote:	<u>20,900.⁰⁰</u>		
Date of Bid/Quote:	<u>1/16/25</u>		

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Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD Construction, Inc. dba
BWD General Engineering Contractors

Project: Ella Way Well Project

Firm Name: John Jackson Masonry Phone: (916) 381-8021

Business Address: 5960 Bradshaw Rd, Sacramento, CA 95829 Fax: _____

Email: josue@johnjacksonmasonry.com

License No. and Classification: #255203 - Class C 29 Years in Business: 62

Contact Person: Josue Cabanas (279) 209-6804

Is the firm currently certified as a DBE? No Yes Cert. Number: _____

Type of work/ services/ materials proposed by bidder:

1 CMU Pump House

Amount of Bid/Quote: \$89,140

Date of Bid/Quote: 1/15/2025

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Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD Construction, Inc. dba
BWD General Engineering Contractors

Project: Ella Way Well Project

Firm Name: Sierra National Asphalt Phone: 916-452-4488

Business Address: 5433 El Camino Ave suite Fax: 916-482-2207

Email: robert@sierranationalasphalt.com

License No.and Classification: 855769 Years in Business: 20

Contact Person: ROBERT RUSSELL

Is the firm currently certified as a DBE? No Yes Cert. Number: _____

Type of work/ services/ materials proposed by bidder:

CONCRETE WORK, CURB AND GUTTER, TYPE 3 VERTICAL CURB, CONCRETE, REBAR.

Amount of Bid/Quote: \$ 57,900.00

Date of Bid/Quote: 01/16/2025

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PRIME CONTRACTOR: BWD CONSTRUCTIONS, INC. dba BWD GENERAL ENGINEERING CONTRACTORS

PROJECT: ELLA WAY WELL PROJECT

Firm Name:	<u>BROWER MECHANICAL, CA LLC</u>	Phone:	<u>(916) 663-7285</u>
Business Address:	<u>4060 ALVIS CT., ROCKLIN, CA</u>	Fax:	<u>.</u>
Email:	<u>Bob@browermechanical.com</u>		<u>957677</u>
License No. and Classification:	<u>1081055</u>	Years in Business:	<u>45</u>
Contact Person:	<u>Bob Rogers</u>		
Is the firm currently certified as a DBE? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Cert. Number: _____			
Type of work/ services/ materials proposed by bidder: <u>Provide & Install 1-2-Ton Band Unit including Wall sleeve, Supply Grille, Return grille and Thermostat. Provide & Install Wall Louver. Provide and Install Wall Fans including mounting collars, wall shutters & weather shield w/ Band Screens</u>			
Amount of Bid/Quote:	<u>22,931.00</u>		
Date of Bid/Quote:	<u>1/16/25</u>		

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**SECTION 00444
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Firm Name:	<u>Sac Valley Electric Inc.</u>	Phone:	<u>916-922-1139</u>
Business Address:	<u>24 Blue Sky Court, Suite A, Sacramento 95828</u>	Fax:	<u>916-922-1312</u>
Email:	<u>Daniel@sacvalleyelectric.com</u>		
License No. and Classification:	<u>C-10# 848435</u>	Years in Business:	<u>20</u>
Contact Person:	<u>Daniel Cordoza</u>		
Is the firm currently certified as a DBE? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Cert. Number: _____			
Type of work/ services/ materials proposed by bidder: <u>Electrical material and installation, instrumentation and installation.</u>			
Amount of Bid/Quote:	<u>585,500.00</u>		
Date of Bid/Quote:	<u>1/16/25</u>		

**SECTION 00444
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Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD Construction, Inc. dba
BWD General Engineering Contractors

Project: Ella Way Well Project

Firm Name: <u>FenceCorp INC</u>	Phone: <u>916-388-0887</u>
Business Address: <u>6837 Power Inn rd</u>	Fax: _____
Email: <u>s.cluck@fencecorp.us</u>	
License No.and Classification: <u>886544/B & C13</u>	Years in Business: <u>20+</u>
Contact Person: <u>Scot Cluck</u>	
Is the firm currently certified as a DBE? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Cert. Number: : _____	
Type of work/ services/ materials proposed by bidder: <u>Fence, Gates & Gate Automation</u>	
Amount of Bid/Quote: <u>\$106,762.00</u>	
Date of Bid/Quote: <u>1/16/2024</u>	

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Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: BWD Construction, Inc. dba
BWD General Engineering Contractors

Project: Ella Way Well Project

Firm Name: Hawk Systems, Inc. Phone: 209-529-4110

1825 Yosemite Blvd.
Business Address: Modesto, CA 95354 Fax: 209-529-5669

Email: tweimer@hawksystems.com

License No. and Classification: 479019 A, P-57 Years in Business: 87
CU/021

Contact Person: Thomas Weimer

Is the firm currently certified as a DBE? No Yes Cert. Number: _____

Type of work/ services/ materials proposed by bidder:

Pump Installation, Discharge Head

Amount of Bid/Quote: _____

Date of Bid/Quote: 1-16-25

**SECTION 00445
DEBARMENT AND SUSPENSION CERTIFICATION**

Debarment and Suspension Certification


Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2
CFR Part
180; 2 CFR Part 1532

Contractor certifies that it and its principals, and shall obtain certifications from its subcontractors that they and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Have not within a three (3) year period preceding this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- (e) Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement.
- (f) Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay, or negation of any Contract entered into pursuant to this procurement, or pursuance of legal remedies, including suspension and debarment.

Name of Bidder BWD Construction, Inc. dba
BWD General Engineering Contractors

DUNS Number 081159445



Signature _____

**SECTION 00445
DEBARMENT AND SUSPENSION CERTIFICATION**

SECTION 00445
DEBARMENT AND SUSPENSION CERTIFICATION

Name BWD Construction, Inc. dba BWD General Engineering Contractors

Name and Title Bernard Drennon, Secretary/Treasurer

Dated 01/16/25

SECTION 00445
DEBARMENT AND SUSPENSION CERTIFICATION

**SECTION 00446
DBE GOOD FAITH EFFORTS VERIFICATION**

DBE Good Faith Efforts Verification

Project: Ella Way Well Project Bid Opening Date 01/16/2025

Bidder Name: BWD Construction, Inc. dba BWD General Engineering Contractors

Bidder Phone Number: (916) 765-2867

Bidder Address: P.O. Box 1948 Lincoln, CA 95648

District, in accordance with 40 CFR part 33, requires bidders to provide information pertaining to the use of minority businesses, women's business enterprises, and labor surplus area firms (referred to herein as "DBEs").

Please provide the following information, using additional sheets of paper if necessary, and submit this form with your bid. Bidder should also submit mail logs, phone logs, electronic searches and communication, newspaper clippings, or similar records documenting efforts to meet the Good Faith Effort requirements.

1. Solicitation Lists/Publications. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication), or information related to solicitation lists on which DBEs were included:

Publications/Solicitation Lists	Dates of Advertisement
Small Business Exchange	12/05/2024
Small Business Exchange	12/12/2024
Small Business Exchange	12/19/2024
Small Business Exchange	12/26/2024

2. Soliciting DBEs as Potential Sources. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Name of DBEs Solicited	Date of Initial Solicitation	Follow-Up Methods and Dates
See Attached		

**SECTION 00446
DBE GOOD FAITH EFFORTS VERIFICATION**

**SECTION 00446
DBE GOOD FAITH EFFORTS VERIFICATION**

3. Division of Requirements. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item? (Yes/No)	Breakdown of Items	Amount (\$)	Percentage of Total Bid (%)
Roofing	No	19	85,000	3%
Masonry	No	19	90,000	3%
Electrical	No	19	580,000	16%
Painting	No	19	45,000	1.5%
Paving	No	5	50,000	1.8%

3. Delivery Schedules. Efforts made to establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises:

MADE GOOD FAITH EFFORT

4. Services of Other Agencies. The names of agencies, organizations, or groups contacted to provide assistance in contacting, recruiting, and using DBE firms, such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
Small Business Exchange	Phone Call - 12/05/24-12/20/24	No interest
Small Business Exchange	Email - 12/05/24-12/20/24	No Interest

Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

WE WORK WITH SEVERAL DBE'S. SOME PROVIDED BIDS AND SOME CHOSE NOT TO BID JOB. ALL CONTACTS HAVE FORMS ATTACHED.

**SECTION 00446
DBE GOOD FAITH EFFORTS VERIFICATION**

SECTION 00446
DBE GOOD FAITH EFFORTS VERIFICATION

6. Bidders must also complete forms 4500-3 and Form 4500-4 (following pages) and submit with your bid. Form 4500-3 must be submitted for each identified DBE subcontractor. **Failure to include completed forms 4500-4 and Form 4500-3 for each identified DBE subcontractor with a Bid will render the bid nonresponsive.**

Additional instructions regarding DBE compliance are contained in the Funding Requirements section of the Contract Documents.

SECTION 00446
DBE GOOD FAITH EFFORTS VERIFICATION



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

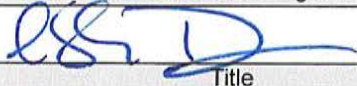
Subcontractor Name James Long Construction Services, Inc.		Project Name Ella Way Well Project	
Bid / Proposal No. DIR PROJECT #: 401937	Assistance Agreement ID No. (if known)	Point of Contact Brad Tucker	
Address 8560 Younger Creek Dr., Sacramento, CA 95828			
Telephone No. 916-379-9524		Email Address btucker@jameslongconstruction.com	
Prime Contractor Name BWD CONSTRUCTION, INC. dba BWD General Engineering Contractors		Issuing/Funding Entity	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
19 & 28	Pump House Building - HVAC & Metal Roofing Systems	
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>CA department of General Services</u>		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES NO Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	AUSA DREWNON
Title	Date
PRESIDENT	1/16/25

Subcontractor Signature	Print Name
	Brad Tucker
Title	Date
Vice President	1/16/25

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Printed on: 1/5/2024 12:47:51 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1003880

Legal Business Name:

JAMES LONG CONSTRUCTION SERVICE INC

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:

8560 YOUNGER CREEK DR

SACRAMENTO

CA 95828

Email Address:

btucker@jameslongconstruction.com

Business Web Page:

Business Phone Number:

916.379.9524

Business Fax Number:

916.379.9518

Business Types:

Construction , Service

Certification Type	Status	From	To
SB	Approved	01/05/2024	01/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

Contractor Information

Legal Entity Name
 JAMES LONG CONSTRUCTION SERVICES, INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000000065
Registration effective date
 07/01/24
Registration expiration date
 06/30/25
Mailing Address
 8560 YOUNGER CREEK DR. SACRAMENTO 95828 CA U...
Physical Address
 8560 YOUNGER CREEK DR. SACRAMENTO 95828 CA U...
Email Address
 amorton@jameslongconstruction.com
Trade Name/DBA
License Number (s)
 CSLB:821827
 CSLB:821827

Registration History

Effective Date	Expiration Date
06/14/18	06/30/19
05/11/17	06/30/18
06/15/16	06/30/17
06/10/15	06/30/16
07/08/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/23
07/01/23	06/30/24
07/01/24	06/30/25

Legal Entity Information

Corporation Entity Number: C2473380
President Name: Matt Tucker
Vice President Name: Brad Tucker
Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:

5/24/24, 8:33 AM

Registrations

Agent of Service Name:

Matt Tucker

Agent of Service Mailing Address:

8560 YOUNGER CREEK DR SACRAMENTO 95828 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email
---------------------	-----------	-----------

Self Insured

Workers' Compensation Cert/Policy Number:

JAWCS24181

Workers' Compensation Certification Date:

04/01/24



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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Subcontractor Name North State General Engineering		Project Name Ella Way Well Project	
Bid / Proposal No. Ella Way Project	DIR #: 401937	Assistance Agreement ID No. (if known)	Point of Contact BRIAN FOSTER
Address 165 COMMERCE CIRCLE, STE C. SACRAMENTO, CA 95815			
Telephone No. BWD Construction		Email Address	
Prime Contractor Name BWD Construction, Inc. dba BWD General Engineering Contractors		Issuing/Funding Entity Citrus Heights Water District	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <u>DOT</u> SBA Other: _____		Meets/exceeds EPA certification standards? <u>YES</u> NO Unknown

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Subcontractor Name PAC SHIELD ROOF SERVICES, Inc.		Project Name Ella Way Well Project	
Bid / Proposal No. Ella Way Project	DIR #: 401937	Assistance Agreement ID No. (if known)	Point of Contact Rafael Lapizco Jr.
Address 5151 Pentecost Dr. Suite A-1, Modesto, CA 95356			
Telephone No. (800) 689-4716		Email Address rjlapizco@pacshield.com	
Prime Contractor Name BWD Construction, Inc. dba BWD General Engineering Contractors		Issuing/Funding Entity Citrus Heights Water District	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
07 61 00	Sheet Metal Roofing	\$165,863.00
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? YES NO <input checked="" type="checkbox"/> Unknown

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Prime Contractor Signature	Print Name
	Bernard Drennon
Title	Date
Secretary/Treasurer	01/16/2025

Subcontractor Signature	Print Name
	Rafael Lapizco
Title	Date
President and CEO	1/16/2025

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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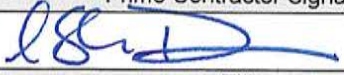
Subcontractor Name Mason Painting, Inc.		Project Name Ella way Well Project Rebid	
Bid / Proposal No. DIR # 401937 ELLA WAY PUMP PROJECT	Assistance Agreement ID No. (if known)	Point of Contact Jaime Barajas	
Address 3242 Luyung Dr. Rancho Cordova, Ca 95742			
Telephone No. (916) 852-8060		Email Address Office@masonpaintingca.com	
Prime Contractor Name BWD General Engineering Contractors		Issuing/Funding Entity Citrus Heights Water District	

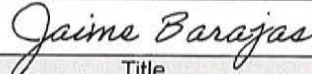
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
#16	Bollard painting	\$02,250.00
#19	Building gypsum board, doors, structural steel, interior block painting	\$23,883.00
#24	6", 8", and 10" pipe coatings	\$19,562.00
DBE Certified By: <input type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES NO Unknown

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Prime Contractor Signature	Print Name
	ALISHA DRENNON
Title	Date
PRESIDENT	1/16/25

Subcontractor Signature	Print Name
	Jaime Barajas
Title	Date
Estimator	10/16/2025

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



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DBE Subcontractor Performance Form**

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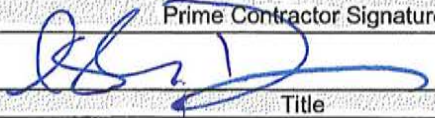
Subcontractor Name Arrow Fence Company		Project Name Ella Way Well Project	
Bid / Proposal No. DIR #: 401937 Ella Way Project	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name BWD General Engineering		Issuing/Funding Entity Citrus Heights Water District	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	N/A	
DBE Certified By: <u> </u> DOT <u> </u> SBA Other: _____		Meets/exceeds EPA certification standards? YES NO Unknown

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	Prime Contractor Signature	Print Name
		ASHA DRENNON
	Title	Date
	President	1/16/25

	Subcontractor Signature	Print Name
	Title	Date

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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Subcontractor Name <i>Linden Steel & Construction</i>		Project Name <i>Ella Way Well Project</i>	
Bid / Proposal No. <i>DIR 401937</i>	Assistance Agreement ID No. (if known)	Point of Contact <i>Jess Smith</i>	
Address <i>17863 Ideal Pkwy Manteca CA 95336</i>			
Telephone No. <i>(209) 939-2160</i>		Email Address <i>Jess@lindensteel.com</i>	
Prime Contractor Name <i>BWD Construction, Inc. dba BWD General Engineering Contractors</i>		Issuing/Funding Entity <i>Citrus Heights Water District</i>	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
<i>19 - METAL DECK</i>	<i>Supply & Install of metal Deck. Spec 053100</i>	<i>20,900.⁰⁰</i>
DBE Certified By: <input type="checkbox"/> DOT <input checked="" type="checkbox"/> <u>SBA</u> Other: _____		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

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Subcontractor Name U-Neac Framing & Drywall, Inc.		Project Name Ella Way Well Project	
Bid / Proposal No. DBE #: Ella Way Project 461937	Assistance Agreement ID No. (if known)	Point of Contact Mike McLain	
Address 3236 Fitzgerald Road Suite B. Rancho Cordova, CA 95742			
Telephone No. 916-635-8940		Email Address mike@u-neac.com	
Prime Contractor Name BWD Construction, Inc. dba BWD General Engineering Contractors		Issuing/Funding Entity Citrus Heights Water District	

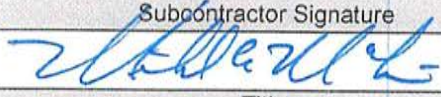
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <u>DOT</u> <u>SBA</u> Other: <u>NA</u>		Meets/exceeds EPA certification standards? <input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

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Prime Contractor Signature	Print Name
	Bernard Drennon
Title	Date
Secretary/Treasurer	01/16/2025

Subcontractor Signature	Print Name
	Mike McLain
Title	Date
Estimator	1/15/2025

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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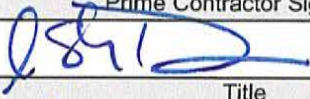
Subcontractor Name Martin Brothers Construction		Project Name Ella Way Well Project	
Bid / Proposal No. DIR Project No. 401937	Assistance Agreement ID No. (if known)	Point of Contact Nick Rutherford, Estimator	
Address 8801 Folsom Blvd Suite 260 Sacramento, CA 95826			
Telephone No. (916)381-0911		Email Address nrutherford@martinbrothers.net estimating@martinbrothers.net	
Prime Contractor Name BWD Construction, Inc. dba BWD General Engineering Contractors		Issuing/Funding Entity Citrus Heights Water District	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
5 Partial	Site Paving	
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: <u>CA Public Utilities Commission - See Attached</u>		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

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Prime Contractor Signature	Print Name
	ALISHA DRENNON
Title	Date
PRESIDENT	1/16/25

Subcontractor Signature	Print Name
<i>Nick Rutherford</i>	Nick Rutherford
Title	Date
Estimator	January 16, 2025

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FORM 4500-3 (DBE Subcontractor Performance Form)

**SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY**



CERTIFICATION EXPIRATION DATE: **August 31, 2025**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Martin Brothers Construction, Inc
Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 97DN0023

DETERMINATION DATE: August 31, 2022

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 2032230

Legal Business Name:

Martin Brothers Construction

Doing Business As (DBA) Name 1:

Martin Brothers Construction

Doing Business As (DBA) Name 2:

Martin Brothers Construction

Address:

8801 Folsom Boulevard

Suite 260

CA

Sacramento

CA 95826

Email Address:

fmartin@martinbrothers.net

Business Web Page:

<http://www.martinbrothers.net>

Business Phone Number:

916/381-0911

Business Fax Number:

916/381-0611

Business Types:

Construction , Service

Certification Type	Status	From	To
SB-PW	Approved	01/08/2025	01/31/2027

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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Subcontractor Name Sierra National Asphalt		Project Name Ella Way Well Project	
Bid / Proposal No. Ella Way Project	DIR #! 401937	Assistance Agreement ID No. (if known)	Point of Contact ROBERT RUSSELL
Address 5433 El Camino Ave suite 4, Carmichael CA 95608			
Telephone No. 916-452-4488		Email Address ROBERT@SIERRANATIONALASPHALT.COM	
Prime Contractor Name BWD Construction, Inc. dba BWD General Engineering Contractors		Issuing/Funding Entity Citrus Heights Water District	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
1	Type 3 Vertical Curb	\$ 25,476.00
2	Type 2 Reinforced Curb and Gutter	\$ 22,176.00
3	Rolling Gate Guide	\$ 10,248.00
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? YES NO Unknown <input checked="" type="checkbox"/>

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Prime Contractor Signature	Print Name
	Bernard Drennon
Title	Date
Secretary/Treasurer	01/16/2025

Subcontractor Signature	Print Name
Title	Date

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FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016



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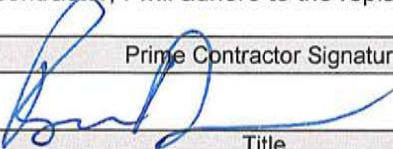
Subcontractor Name John Jackson Masonry		Project Name Ella Way Well Project	
Bid / Proposal No. Ella Way Project # 401937	<i>DIR</i>	Assistance Agreement ID No. (if known)	Point of Contact Josue Cabanas
Address 5960 Bradshaw Rd, Sacramento, CA 95829			
Telephone No. (279) 209-6804		Email Address josue@johnjacksonmasonry.com	
Prime Contractor Name BWD Construction, Inc. dba BWD General Engineering Contractors		Issuing/Funding Entity Citrus Heights Water District	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Furnishing and Installation of CMU at 1 Pump House	\$89,140
DBE Certified By: <u> </u> DOT <u> </u> SBA Other: <u>Not DBE</u>		Meets/exceeds EPA certification standards? <input checked="" type="radio"/> YES NO Unknown

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	Print Name
	Bernard Drennon
Title	Date
Secretary/Treasurer	01/16/2025

	Print Name
	Josue Cabanas
Title	Date
Estimator	01/16/2025

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FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016



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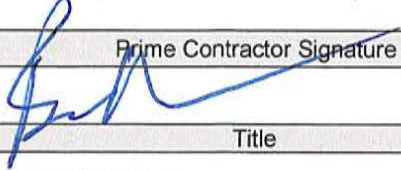
Subcontractor Name Brower Mechanical CA LLC		Project Name Ella Way Well Project	
Bid / Proposal No. Ella Way Project	Assistance Agreement ID No. (if known)	Point of Contact Bob Rogers	
Address 4060 Alvis Court Rocklin, Ca. 95677			
Telephone No. (916) 663-7285		Email Address BoBr@browermechanical.com	
Prime Contractor Name BWD Construction, Inc. dba BWD General Engineering Contractors		Issuing/Funding Entity Citrus Heights Water District	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
1	Provide & Install (Qty. 1) 2-Ton Bard unit including Wall Sleeve, Supply Grille, Return Grille and Thermostat.	
2	Provide & Install (Qty. 3) Propeller Wall Fans including Mounting Collars, Wall Shutters & Weather Shield with Bird Screen, (Controls/Starters by others).	
3	Provide & Install (Qty. 1) Wall Louver.	
	Total	
Alternate	Add \$395.00 to the project amount listed above for Brower to provide (Qty. 4) Door Louvers, to be installed by others	\$22,931.00
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

	Print Name
	Bernard Drennon
Title	Date
Secretary/Treasurer	01/16/2025

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name BWD Construction, Inc. dba BWD General Engineering Contractors		Project Name Ella Way Well Project	
Bid / Proposal No. DIR #: 401937		Assistance Agreement ID No. (if known)	Point of Contact Ben Drennon
Address Ella Way Well Project P.O. Box 1948 Lincoln, CA 95648			
Telephone No. (916) 765-2867		Email Address Ben@bwd.construction	
Issuing/Funding Entity Citrus Heights Water District			

I have identified potential DBE certified subcontractors. YES NO
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Mason Painting	3242 Luyung Dr. Rancho Cordova, CA 95742 (916) 852-8060 Office@masonpaintingca.com	45,695.00	Yes Cert #: 55943
Pac Shield Roof Services, Inc.	5151 Pentecost Dr., Ste A-1 Modesto, CA 95356 (800) 689-4716 rjlapizco@pacshield.com	165,863.00	Yes Cert #: 52254
North State General Engineering	165 Commerce Cir., Ste C, Sacramento, CA 95815 (530) 708-2547 office@northstateconst.com	Not Bidding	Yes Cert #: 51231

--Continue on back if needed--

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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name BWD Construction, Inc. dba BWD General Engineering Contractors		Project Name Ella Way Well Project	
Bid / Proposal No. Ella Way Well Project	Assistance Agreement ID No. (if known)	Point of Contact Ben Drennon	
Address P.O. Box 1948 Lincoln, CA 95648			
Telephone No. (916) 765-2867		Email Address Ben@bwd.construction	
Issuing/Funding Entity Citrus Heights Water District			

I have identified potential DBE certified subcontractors. YES NO
If yes, please complete the table below. If no, please explain:

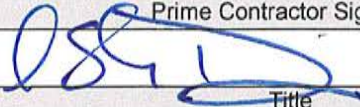
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Under Steel & Construction	17863 Ideal Pkwy Manteca, CA 95336	20,900. ⁰⁰	Yes 42078

--Continue on back if needed--

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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

	Prime Contractor Signature	Print Name
		Alisha Drennon
	Title	Date
President		01/16/2025

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

**SECTION 00447
EXECUTIVE ORDER N-6-22 CERTIFICATION**

Executive Order N-6-22 Certification

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with District funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enters into or renew a contract with the District funded by State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Contractor. This certification is made under the laws of the State of California.

Signature:  _____

Printed Name: Bernard Drennon

Title: Secretary/Treasurer

Firm Name: BWD Construction, Inc. dba
BWD General Engineering Contractors

Date: 01/16/2025

**SECTION 00447
EXECUTIVE ORDER N-6-22 CERTIFICATION**

CITRUS HEIGHTS WATER DISTRICT

ELLA WAY WELL PROJECT

NOTICE INVITING BIDS & BID

PACKAGE 1/6/2025

ADDENDUM #01

On November 15th, 2024, the Citrus Heights Water District (CHWD) issued a Notice Inviting Bids and a Bid Package for the Ella Way Well Project.

Pursuant to Section 00200, Instructions to Bidders, of the Bid Package, CHWD issues this Addendum #01 revising the Notice Inviting Bids and the Bid Package as further described herein, in response to this question received on 1/2/2025 -

Question:

Please provide a due date extension of 1 week, including a question deadline extension, to allow potential subcontractors time to ask questions.

Response:

The question deadline is extended to 1/8/25. The District will only extend the Bid deadline to 1/16/25 at 2:00 PM., to allow sufficient time for the review of Bids before the January 28th, 2025 Board of Directors meeting.

The Date and Time of the bid submittal deadline is stated as Wednesday, January 15th, 2025 at 2:00PM. The **NEW** bid submittal deadline is changed to **Thursday, January 16th, 2025 at 2PM.**

The change of bid submittal deadline date affects the following pages.

1. In the Notice Inviting Bids:
 - a. Page one (1), paragraph one (1).
2. In the Bid Package:
 - a. Section 00100, page one (1), paragraph one (1).

See attached sheet indicating said change to bid due date.

The Date and Time of the Interpretation of Contract Documents deadline is stated as Monday, January 6th, 2025 at 2:00PM. The **NEW** submittal deadline is changed to **Wednesday, January 8th, 2025 at 2PM.**

The change to the Interpretation of Contract Documents submittal deadline date affects the following pages.

1. In the Bid Package:
 - a. Section 00200, page (1), paragraph (3).

See attached sheet indicating said change to Interpretation of Contract Documents due date.

NOTICE INVITING BIDS
FOR
ELLA WAY WELL PROJECT

Citrus Heights Water District ("District") will receive sealed bids for the **Ella Way Well Project** at the Citrus Heights Water District (CHWD) Office, located at 6230 Sylvan Rd, Citrus Heights, CA no later than **Wednesday, January 15, 2025, at 2:00 P.M.** at which time or thereafter said bids may 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 **260** 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"). In accordance with plans and specifications prepared by Water Systems Consultants Inc., the Work includes the furnishing of all labor, materials, tax, equipment, and services for the construction and completion of the following work all within the existing District's property at 8030 Ella Way. The work to be completed includes but is not limited to, constructing all above-ground appurtenances for a new groundwater production well including, a block building; sewer, distribution, storm drain, and system piping; pump and motor; site drainage improvements; new pavement; concrete perimeter security wall and steel fencing; automated access gate; and all site electrical and lighting. Contract Documents, Plans, and Specifications are now posted on the District's website www.chwd.org/about/bid-opportunities.

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

Complete sets of the Bid Forms must be used in preparing bids. The District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Modifications to or withdrawal of bids may be made by the bidder prior to the bid closing deadline. Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the District in an amount not less than (10%) of the submitted Total Bid Price. Bids will be read aloud. However, bid results are automatically made public by posting to the District's website at www.chwd.org/about/bid-opportunities. 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 **8030 Ella Way, Citrus Heights, 95610** on the following date and time: **Monday, November 25, 2024, at 9:00 A.M.** Other than Public Right of Way, Prospective bidders MAY NOT visit the Project Site without making arrangements through the District. Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, 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

**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 to Brian Hensley bhensley@chwd.org and received no later than **Monday, January 6, 2025 at 2:00 P.M.**

Any interpretation of the Contract Documents will be made only by written addenda duly issued to plan holders of record. All plan holders will be notified by e-mail when an addendum is posted. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

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

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

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site, as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties, and restrictions that may impact the cost or effort

**SECTION 00200
INSTRUCTIONS TO BIDDERS**

ADDENDUM NUMBER 2

January 9, 2025

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum in the space provided in the Bid Proposal. Failure to do so may be sufficient cause for the District to reject the bid.

This Addendum consists of 1 item, and 10 Answers to Questions.

ITEM NO.	DOCUMENT/PAGE SECTION/PAGE DRAWING REFERENCE	DESCRIPTION
1	Contract Section 00700, Page 86, Article 40 (d)	Revised Section 00700, Page 86, Article 40 (d) to note increased Policy Limit to \$2,000,000

ANSWERS TO QUESTIONS		
	QUESTION	ANSWER
1	Section 00700 Article 16 directs the Contractor to pay for all utilities associated with the work. This conflicts with specification 015000 1.03 where it states the Owner will provide the water. Please confirm Owner will pay for the water used during construction.	The Owner will provide and pay for water used in connection with the performance of the work, per Specification Section 015000.
2	Section 00700 Article 30 directs the Contractor to provide an office for the inspector. Confirm this is covered by the Contractor's own field office and is not expected to be a separate trailer.	Space within the Contractor's own field office would satisfy the requirements of 00700 Article 30. See question 3 regarding the trailer requirement.
3	Page 83 of the bid docs requires the contractor to provide an Inspectors Field Office complete with electricity and telephone. This is rather small job (and jobsite), please confirm if we need to include these costs in our bid and figure out where to locate it, or if this requirement can be waived.	This requirement may be waived if the Contractor does not think a trailer is necessary for this project.
4	Bid item 8 on the bid form is shown as 110 LS. Is this a lump sum item, or are the item units supposed to be LF?	Contractor should fill out the bid form with a lump sum for Bid Item 8. The bid table should state a quantity of "1" instead of "110"
5	HVAC SUB: Not sure how to proceed with the Bard wall HVAC unit as they are not available in 2025 in R-410 freon only R 454b and cost more but not listed in the old specs. I don't want to be the only	Contractors should price the HVAC unit assuming a 2025 compliant R-454b Freon unit will be required.

	HVAC sub bidding the 2025 unit when the specs are for 2024 units. Advise direction.	
6	Can you provide the submitted bid documents from the first bid in October?	No, these will not provided to Contractors. Received Bid amounts from the October bid can be found on the District website. Minimal changes to the Plans and Specifications were made since the October bid and changes have been noted in contract documents.
7	Sheet S-5 shows the top of the well pedestal as elevation 162.08. Other sheets show the building SOG at elevation 162. Please confirm this is correct or if the well pedestal needs to be higher as depicted on S-5.	The well pedestal elevation shown on Sheet S-5 should be revised to 164.08.
8	Please confirm builders risk policy is required.	Yes, refer to Section 00700, Article 40 item f.
9	You have a bid item for permitting, the only permit I can find that the contractor is to provide is the Tree Permit to remove the trees. Can you please clarify what specific permits are to be included in bid item #2	In addition to the tree permit, the Contractor will be responsible for completion of the Erosion & Sediment Control plan per Section 01 57 23, grading and building permits with the City of Citrus Heights, and obtaining an Encroachment Permit for any work in the City ROW that extends beyond existing easement areas.
10	Per Specs 034513 3.01.G Precast concrete walls get Kwal paint Arcylic stain. This company no longer exists and was acquired by Sherwin Williams, please confirm Sherwin Williams H&C Colortop Water based Concrete stain will be acceptable or provide alternative request	In the District's experience, the precast concrete wall stain is typically applied by the precast wall manufacturer (or their contractor) after installation. When stain is applied after delivery of the wall by the Contractor or a third party, alternative stains will be acceptable assuming they are recommended for use by the precast concrete wall manufacturer and applied in accordance with both the wall and stain manufacturer instructions.
11	Who is responsible for quality control and testing?	Refer to contract documents for specific examples. In general, the Contractor shall be responsible for Quality Assurance and Testing. Unless noted otherwise, special inspections will be provided and paid for by the District.

THIS ADDENDUM INCLUDES THE FOLLOWING ATTACHMENTS:

1. Contract Section 00700, Page 86, Article 40 (d)
2. Ella Way Bid Set Drawings - Sheet S-5



Brian Hensley, Water Resources Supervisor
Citrus Heights Water District

ATTACHMENTS

**SECTION 00700
GENERAL CONDITIONS**

- b. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide, or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents. Such coverage shall include a Waiver of Subrogation Endorsement in favor of the District.
- c. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.
- d. **Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 **\$2,000,000** 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. Defense costs shall be paid in addition to the limits.

**SECTION 00700
GENERAL CONDITIONS**



CALIFORNIA SUB-BID REQUEST ADS



BWD GENERAL ENGINEERING CONTRACTORS
P.O. Box 1948 Lincoln, CA 95648

**Request for DBE's Subcontractors and Suppliers for
Project: Ella Way Well Project – Owner: Citrus Heights Water District**
Bid Date: Wednesday, January 15, 2025 • Bid Time: 2:00 PM

The work to be completed is constructing all above-ground appurtenances for a new groundwater production well including, a block building; sewer, distribution, storm drain, and system piping; pump and motor; site drainage improvements; new pavement; concrete perimeter security wall as steel fencing; automated access gate; and all site electrical and lighting.

The Engineer's estimate is \$3,000,000.
Seeking all trades (but not limited to): Roofing, Masonry, Electrical, Fencing, Painting, Paving, Well Pump & Motor, SWPPP and other required work and trades
Plans, specifications, and documents are posted on the Citrus Heights Water District website.
<http://chwd.org/about/bid-opportunities>

Please review all documents. By submitting a proposal your company agrees to BWD Construction Inc dba BWD General Engineering Contractors standard subcontract. BWD General Engineering Contractors is an equal opportunity employer and intends to negotiate in good faith with interested DBE firms and intends to utilize the lowest responsive bidder. BWD General Engineering Contractors expects potential subcontractors to be bondable. Subcontractors and Suppliers are expected to bid per plans and specifications, including requirements for warranties. Standard manufacturer's warranties, if not in conformance with the owner's specifications, will not be accepted.

For questions regarding bidding on this project, contact BWD General Engineering Contractors via phone or email.
Will you be bidding this project? Please email your response to Ben@BWD.Construction or call 916-765-2867



Shimmick Construction Company, Inc.
1 Harbor Center, Suite 200 - Suisun City, CA 94585
Phone (707) 410-5070
An Equal Opportunity Employer

**CMD certified San Francisco Micro & Small-LBE and PUC-LBE Subcontractor/Supplier Bids Requested For:
San Francisco Public Utilities Commission
Sunol Valley Water Treatment Plant Short Term Improvements (Sunol, CA)
Contract No. WD-2909**
REVISED BID DATE: Thursday, January 16th, 2025 at 2pm

LBE Requirement: 11%
Subcontracting Participation Breakdown: 4.9% MBE; 1.8% WBE; 4.3% OBE
Total Project Value: \$45M - \$50M
Email quotes to jmiranda@shimmick.com and ebrosnan@shimmick.com

Bid Items: Shimmick Construction Company, Inc. is requesting quotes from certified LBE subcontractors and suppliers in the following scopes of work, including, but not limited to, the following. Please reach out to the lead estimator listed below for more details on scopes needed:

Welding Contractor; Reinforcing Steel Contractor; Pipeline Contractor; Fencing Contractor; Sanitation Systems Contractor; Earthwork & Paving; Painting; Traffic Control Services; Concrete Contractor; Metal Products Contractor; Scaffolding Contractor; Trucking & Hauling; Fencing Materials & Supplies; Photography Services

All items of work listed above are made available, even items of work normally performed by Shimmick. Please contact the lead estimator for assistance with breaking down items of work into economically feasible units, assistance obtaining equipment, supplies, materials, bonding, insurance, estimating, or any additional assistance. Shimmick Construction's listing of a Subcontractor is not to be construed as an acceptance of all of the Subcontractor's conditions or exceptions included with the Subcontractor's price quote.

Plans and Specifications: Plans and specifications are protected by a Confidentiality Agreement. For more information on how to access the plans and specifications, please visit <https://webapps.sfpuc.org/bids/Bid-Detail.aspx?bidid=4521>. You may also contact Jamie Miranda at jmiranda@shimmick.com for assistance.

The Bid Documents are also available for inspection at SFPUC Contractors Assistance Center. Please visit <https://sfpuc.org/construction-contracts/contractor-assistance/contractors-assistance-center> for additional information.

Shimmick Contacts: Should you require assistance with your bid, please contact our lead estimator Erin Brosnan at ebrosnan@shimmick.com.

Additional Information: 100% Performance and Payment bonds with a surety company subject to approval of Shimmick Construction Company, Inc. are required of subcontractors for this project. Shimmick Construction will pay bond premium up to 1.5%. Subcontractors will be required to abide by terms and conditions of the AGC Master Labor Agreements and to execute an agreement utilizing the latest SCCI Long Form Standard Subcontract incorporating prime contract terms and conditions, including payment provisions. For assistance with bonding, insurance or lines of credit contact Amanda Mobley at amanda.mobley@shimmick.com.

Bidders are alerted to the City's surety bond program, which assists LBE contractors in obtaining bonding and financing for contracts awarded by the SFPUC. For further information regarding enrollment eligibility and program services contact Jennifer Elmore at (415) 217-6578.

All subcontractors must possess a current contractor's license and Public Works Registration number (DIR).

REQUESTING BIDS FROM QUALIFIED DBE SUBCONTRACTORS FOR: SITE MODIFICATIONS FOR PFAS REMOVAL AT THE PALMYRITA WATER TREATMENT PLANT, CITY OF RIVERSIDE INVITATION #2415.

Prime Bid Deadline: November 19, 2024.

Subconsultant bids must be received by Tetra Tech no later than December 16, 2024.

Subcontracting Opportunities Include: 1. Survey; 2. Geotechnical Investigations; 3. Structural Design; 4. Electrical Design; 5. Civil Design; 6. Surge Analysis; 7. Permitting; and 8. Potholing. Assistance is available from Tetra Tech for DBE subcontractors in obtaining necessary equipment, supplies, materials, or insurance. Request for proposal and contract requirements are available at no cost to interested firms. To obtain the request for proposal and contract requirements contact our office:

Tetra Tech, Inc.,
Bonnie Cook, Outreach Coordinator
17885 Von Karman Avenue, Suite 500 Irvine, CA 92614
Tel: 949-809-5208; bonnie.cook@tetratech.com



Project Name: 11921.66 (SFO West Field Utilities and Paving)
Existing Utility Relocation, Storm Drain Sewage, Sanitary Sewer System, Potholing
Location: San Francisco, California
Pre-Qualification Deadline: December 6th, 2024

Labor Requirements:

- **20% LBE/SBE Requirement**
- **Prevailing Wage – State (DIR), Project Labor Agreement (PLA)**
- **The mandatory local hiring participation level is 11% of all project work hours within each trade performed by local residents as defined by SFO's local hiring policy and at least 50% of the project work hours performed by local apprentices within each trade.**

Project Schedule: Est. Start Q1 2025

Nibbi Brothers has been selected as the General Contractor for the 11921.66 (SFO West Field Utilities and Paving) project. We are currently requesting pre-qualification forms from subcontractors and suppliers including those certified with the San Francisco Contract Monitoring Department (CMD) as local business enterprises (LBE's) for **Existing Utility Relocation, Storm Drain System, Sanitary Sewer System, and Potholing**.

Pre-qualifications are due no later than **5:00 PM on Friday, December 6th 2024** online via the Building Connected website. **Please note a completed pre-qualification form will need to be submitted for each trade/bid package you are bidding on in order to be considered.**

The Project will primarily focus on utility infrastructure and paving up to the project boundary of any project within the West Field Program. Utility infrastructure shall be defined as water, sanitary waste, industrial waste, storm drainage, recycled water, telecommunication systems, and electrical systems. West Field Road is a major commerce thoroughfare for AirPort cargo operations at Building 632 and 648, food deliveries for Building 639, connection for landside emergency vehicle access, and Airport employee parking at the West Field Garage. The West Field Checkpoint is the most heavily utilized checkpoint at the Airport and is primarily fed from West Field Road. The Project must consider all these uses and provide proper traffic management to ensure adequate vehicular access and pedestrian safety at all times. All associated enabling activities and modifications in the adjacent areas as required during construction to maintain operations, including traffic controls, temporary roadways, lighting, signage, and wayfinding. Demolition, as required to facilitate all the work. Contractor shall be responsible for achieving, at a minimum, an Envision Silver level certification, and shall address sustainability requirements as described in Document 01 35 10 (Sustainability Requirements) and SFO Sustainable Planning, Design, & Construction standards, including, but not limited to the design and construction of a facility that minimizes energy use and carbon emission both during construction and during the facilities life cycle. Coordinate with adjacent projects, including, but not limited to, Infrastructure Modernization Program, new Cargo Building 626.1/626.2, new Cargo Building 720.1/GSE Bldg. 742, West Field Garage 675 and the new West Field Office Building 670 projects.

For any questions on accessing the bidding documents, please contact Hannah Austin, Preconstruction Coordinator via email, hannah@nibbi.com For project specific questions please contact Trevor Nibbi, Project Engineer via email, tnibbi@nibbi.com



Project Name: SFO West Field Utilities and Paving (SFO Contract No. 11921.66)
Location: San Francisco, California
Pre-Qualification Deadline: December 6th, 2024

Labor Requirements:

- **20% LBE/SBE Requirement**
- **Prevailing Wage – State (DIR), Project Labor Agreement (PLA)**
- **The mandatory local hiring participation level is 11% of all project work hours within each trade performed by local residents as defined by SFO's local hiring policy and at least 50% of the project work hours performed by local apprentices within each trade.**

Project Schedule: Est. Start Q1 2025

Nibbi Brothers has been selected as the Design-Builder for SFO contract 11921.66 (Design-Build Services for West Field Utilities and Paving Project). We are currently requesting pre-qualification forms from subcontractors and suppliers including those certified with the San Francisco Contract Monitoring Department (CMD) as local business enterprises (LBE's) for **Substation BP Mechanical and Plumbing System (Design-Build), Substation BP Fire Protection System (Design-Build), Substation BP Electrical System (Design-Build)**.


Pre-qualifications are due no later than **5:00 PM on Friday, December 6th 2024** online via the Building Connected website.

A subcomponent of the West Field Utilities and Paving Project includes the construction of a new power substation to allow for the relocation of existing Substation "BP" and the rerouting of medium-voltage power from the existing location into the new facility. Construction of the new power substation will require the early coordination of the following trade packages:

- Design-build of complete building mechanical and plumbing systems (joint-award)
- Design-build of complete building fire-protection system
- Design-build of complete electrical system, including switchgear, new ductbank for telecommunications and 15KV power feeders, backup power distribution, building lighting, fire alarm, SCADA, realignment of power distribution from existing facility to new location

For any questions on accessing the bidding documents, please contact Hannah Austin, Preconstruction Coordinator via email, hannah@nibbi.com For project specific questions please contact Trevor Nibbi, Project Engineer via email, tnibbi@nibbi.com

CALIFORNIA SUB-BID REQUEST ADS



NW CONSTRUCTION, INC.
904 Walleye Road - Bozeman, MT 59718

Is requesting Small Business (SB), Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), Service-Disabled Veteran-Owned Small Business (SDVOSB), and Indian Small Business Economic Enterprises (ISBEE) quotes for the following Project:

Arroyo Canal Fish Screen and Sack Dam Bypass Project
24 miles west of Madera, CA Madera and Fresno Counties
Solicitation No: 140R2024R0017
Project Owner: Bureau of Reclamation

BID DATE: 01/13/2025 @ 5:00 PM PT
Must receive quotes no later than January 9, 2025


Point of Contact: Mike Corcoran (406) 587-1907 / Email Quotes To: mike.corcoran@nwconstruction.us

General Work Description: Construction of a fish passage structure with associated concrete structures, mechanical gates, earthwork, channel improvements, retaining walls, slope protection, mechanically stabilized earthwall, maintenance building, electrical, and controls.
Plans and specifications can be accessed at: <https://sam.gov/opp/9527717/0a844e4a9d1152a2ce94644/nw>
OR by emailing mike.corcoran@nwconstruction.us

NW Construction, Inc. is requesting quotes from qualified Subcontractors and Suppliers including Certified SB, SDB, WOSB, HUBZone, SDVOSB, and ISBEE firms for the following work, including, but not limited to: Petroleum, Oil, Lubricants Supplier, Survey, Trucking, Stormwater Pollution Prevention Plan (SWPPP) Supplies, Installation, and Maintenance, Structural Concrete, Miscellaneous Metalwork, Construction of Maintenance Building, Air Burst Cleaning System, Electrical System, Cathodic Protection, Fire Alarm System, Dewatering, Clearing and Grubbing, Removal of Trees, Geotextile, Riprap, Steel Sheet Pile, Steel Pipe Pile, Gravel Surfacing, Chain Link Fence, Precast Block Wall, Seeding, Water Level Measurement Devices, Communication Tower, Stoplogs, Fish Screens, Fish Screen Support Structure, Fish Screen Brush Cleaning System, Overshot Gates, Slide Gates, Debris Boom, and Monorial Crane.

NW Construction, Inc. is an Equal Opportunity Employer and will work with any interested subcontractor or supplier to break items into any economically feasible packages. Please contact us for any technical assistance. Quotations must be valid for the same duration as specified by the Owner for contract award.

This project has Total Small Business goal of 42%. Please include Contractor License Number, Unique Entity Identifier (UEI), and any relevant Small Business Certifications with your quote.



NW CONSTRUCTION, INC.
904 Walleye Road - Bozeman, MT 59718

Is requesting Small Business (SB), Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), Service-Disabled Veteran-Owned Small Business (SDVOSB), and Indian Small Business Economic Enterprises (ISBEE) quotes for the following Project:

B.F. Sisk Dam SOD Modifications, Phase II
12 miles west of Los Banos, CA Merced County
Solicitation No: 140R2024R0016
Project Owner: Bureau of Reclamation

BID DATE: 01/13/2025 @ 12:00 PM PT
Must receive quotes no later than January 9, 2025

Point of Contact: Mike Corcoran (406) 587-1907 / Email Quotes To: mike.corcoran@nwconstruction.us

General Work Description: Construction of modifications to the existing B.F. Sisk Dam, including construction of shear key, berms, internal drainage zones, quarry development, crushing, installation of toe drains, inspection wells, weir boxes, instrumentation, drainage ditches, precast concrete box culverts, and access roads.
Plans and specifications can be accessed at: <https://sam.gov/opp/48b49013c769422cb85a530156a56d45/view>
OR by emailing mike.corcoran@nwconstruction.us

NW Construction, Inc. is requesting quotes from qualified Subcontractors and Suppliers including Certified SB, SDB, WOSB, HUBZone, SDVOSB, and ISBEE firms for the following work, including, but not limited to: Site Security, Petroleum, Oil, Lubricants Supplier, Office Cleaning, Survey, Trucking, Traffic Signage, Safety Fence, Exclusion Fence, Stormwater Pollution Prevention Plan (SWPPP) Supplies, Installation and Maintenance, Metal Fabrications, Dust Palliatives, Dewatering, Instrumentation Installation, Slope Stability Monitoring Service, Vibrating-Wire Piezometers, Clearing and Grubbing, Stripping, Excavation, Geotextiles, Removal of Existing Asphalt Pavement, Asphalt Concrete Pavement, Road Maintenance, Chain Link Fencing, Restoration and Repavement, Precast Concrete, and HDPE Pipe Supply.

NW Construction, Inc. is an Equal Opportunity Employer and will work with any interested subcontractor or supplier to break items into any economically feasible packages. Please contact us for any technical assistance. Quotations must be valid for the same duration as specified by the Owner for contract award.

This project has Total Small Business goal of 42%. Please include Contractor License Number, Unique Entity Identifier (UEI), and any relevant Small Business Certifications with your quote.



ANVIL BUILDERS INC.
1550 Park Ave. Emeryville, CA 94608
Phone: 415-285-5000 • Fax: 415-285-5005

Request for LBE Subcontractors and Suppliers for
Project: Sunol Valley Water Treatment Plant Short Term Improvements
Contract No: WD-2909
Bid Date: January 16, 2025 • Bid Time: 2:00 PM

The objective of the project is to improve several treatment systems at the Sunol Valley Water Treatment Plant. This includes repair of sediment and flocculant basin concrete; replacement of sludge removal equipment, channel and filter valves, cationic polymer system, and sample pumps; and installation of chemical piping. In addition, a new utility water pump station will be installed to support the facility. The work is to be performed in Alameda County, California.

Seeking all trades (but not limited to): Demo, Concrete, Rebar, Misc Metals, Fencing, Plumbing/ Process Pipe, Asphalt Paving, Security Guard, Welding, Waterproofing, Hydroseed, and other required work and trades.

This project requires a confidentiality agreement. For plans, specifications, and requirements, please email estimating@anvilbuilders.com to be added to our confidentiality agreement. A link will then be provided with the plans and specifications. By submitting a proposal, your company agrees to Anvil Builders Inc.'s standard subcontract.

For assistance with bonding, lines of credit, insurance, or anything else regarding bidding on this project, contact Anvil Builders via phone or email.

Will you be bidding this project? Please email or fax your response to estimating@anvilbuilders.com / 415-285-5005.



Shimmick Construction Company, Inc.
1 Harbor Center, Suite 200 • Suisun City, CA 94585
Phone (707) 410-5070
An Equal Opportunity Employer

CMD certified San Francisco Micro & Small-LBE and PUC-LBE Subcontractor/Supplier Bids Requested For:
San Francisco Public Utilities Commission
Sunol Valley Water Treatment Plant Short Term Improvements (Sunol, CA)
Contract No. WD-2909
REVISED BID DATE: Thursday, January 16th, 2025 at 2pm

LBE Requirement: 11%
Subcontracting Participation Breakdown: 4.9% MBE; 1.8% WBE; 4.3% OBE
Total Project Value: \$45M - \$50M

Email quotes to jmiranda@shimmick.com and ebrosnan@shimmick.com

Bid Items: Shimmick Construction Company, Inc. is requesting quotes from certified LBE subcontractors and suppliers in the following scopes of work, including, but not limited to, the following. Please reach out to the lead estimator listed below for more details on scopes needed:

Welding Contractor; Reinforcing Steel Contractor; Pipeline Contractor; Fencing Contractor; Sanitation Systems Contractor; Earthwork & Paving; Traffic Control Services; Concrete Contractor; Metal Products Contractor; Scaffolding Contractor; Trucking & Hauling; Fencing Materials & Supplies; Photography Services

All items of work listed above are made available, even items of work normally performed by Shimmick. Please contact the lead estimator for assistance with breaking down items of work into economically feasible units, assistance obtaining equipment, supplies, materials, bonding, insurance, estimating, or any additional assistance. Shimmick Construction's listing of a Subcontractor is not to be construed as an acceptance of all of the Subcontractor's conditions or exceptions included with the Subcontractor's price quote.

Plans and Specifications: Plans and specifications are protected by a Confidentiality Agreement. For more information on how to access the plans and specifications, please visit <https://webapps.sfpuc.org/bids/Bid-Detail.aspx?bidid=4521>. You may also contact Jamie Miranda at jmiranda@shimmick.com for assistance.

The Bid Documents are also available for inspection at SFPUC Contractors Assistance Center. Please visit <https://sfpuc.org/construction-contracts/contractor-assistance/contractors-assistance-center> for additional information.

Shimmick Contacts: Should you require assistance with your bid, please contact our lead estimator Erin Brosnan at ebrosnan@shimmick.com.

Additional Information: 100% Performance and Payment bonds with a surety company subject to approval of Shimmick Construction Company, Inc. are required of subcontractors for this project. Shimmick Construction will pay bond premium up to 1.5%. Subcontractors will be required to abide by terms and conditions of the AGC Master Labor Agreements and to execute an agreement utilizing the latest SCCI Long Form Standard Subcontract incorporating prime contract terms and conditions, including payment provisions. For assistance with bonding, insurance or lines of credit contact Amanda Mobley at amanda.mobley@shimmick.com.

Bidders are alerted to the City's surety bond program, which assists LBE contractors in obtaining bonding and financing for contracts awarded by the SFPUC. For further information regarding enrollment eligibility and program services contact Jennifer Elmore at (415) 217-6578.

All subcontractors must possess a current contractor's license and Public Works Registration number (DIR).



BWD GENERAL ENGINEERING CONTRACTORS
P.O. Box 1948 Lincoln, CA 95648

Request for DBE's Subcontractors and Suppliers for
Project: Ella Way Well Project – Owner: Citrus Heights Water District
Bid Date: Wednesday, January 15, 2025 • Bid Time: 2:00 PM

The work to be completed is constructing all above-ground appurtenances for a new groundwater production well including, a block building; sewer, distribution, storm drain, and system piping; pump and motor; site drainage improvements; new pavement; concrete perimeter security wall ad steel fencing, automated access gate; and all site electrical and lighting.

The Engineer's estimate is \$3,000,000.

Seeking all trades (but not limited to): Roofing, Masonry, Electrical, Fencing, Painting, Paving, Well Pump & Motor, SWPPP and other required work and trades

Plans, specifications, and documents are posted on the Citrus Heights Water District website.
<http://chwd.org/about/bid-opportunities>

Please review all documents. By submitting a proposal your company agrees to BWD Construction Inc dba BWD General Engineering Contractors standard subcontract. BWD General Engineering Contractors is an equal opportunity employer and intends to negotiate in good faith with interested DBE firms and intends to utilize the lowest responsive bidder. BWD General Engineering Contractors expects potential subcontractors to be bondable. Subcontractors and Suppliers are expected to bid per plans and specifications, including requirements for warranties. Standard manufacturer's warranties, if not in conformance with the owner's specifications, will not be accepted.

For questions regarding bidding on this project, contact BWD General Engineering Contractors via phone or email. Will you be bidding this project? Please email your response to Ben@BWD.Construction or call 916-765-2867



CALIFORNIA SUB-BID REQUEST ADS

PULLMAN

Pullman SST, Inc. (Pullman) is bidding the WW-757R Laguna, Howard, and Mission Creek Combined Sewer Discharge Improvements Project as a prime contractor and are interested in receiving proposals from qualified subcontractors and suppliers including but not limited to DBE & LBE certified firms, for the following items of work: (but not limited to)

Traffic control design and installation, plumbing and mechanical scope, electrical scope, rip-rap supply and installation, safety services, coffer dam installation, rescue services etc.

Description of work: The scope of work is to rehabilitate the Laguna Street, Howard Street, 3rd Street, 4th Street North, 4th Street South, and 6th Street combined sewer discharges (CSDs) as shown on the plans and specifications.

Estimated Construction Cost: \$7,500,000

Bids due to Pullman by January 10th, 2025

To obtain bidding documents, please contact Pullman Estimating Department at estimating@pullman-services.com OR call at (707)745-3800



San Fernando Transit Constructors (SETC) of 1995 Agua Mansa Rd., Riverside, CA requests sub-bid quotes from all interested firms, including certified DBE's including, for the following scopes on the East San Fernando Valley LRT project.

- Temporary Traffic Control Plans
- Electric Vehicle Charging Stations, including Striping & Marking

Owner: LACMTA (Metro), Contract No. PS89616000 RFP

Bid Due Date: January 15, 2025 at 2:00pm.

Plans & Specs Can be viewed at our office Mon. to Fri. 7am to 4pm (call for appointment) or downloaded here: <https://app.buildingconnected.com/public/6501f0dd74641003b21b2c6/projects/661855ed59cbe04311e6f5>

Online Prebid (Not Mandatory)

December 13, 2024 at 10:30am for Electric Vehicle Charging Stations; 11:00 am for Temporary Traffic Control Plans. To register, visit [SETC-IV.com/events](https://setc-iv.com/events).

Should you have any questions or desire to quote on this project, please contact Rebecca Unter, DBE Compliance Coordinator at (510) 274-1166 or rebecca.unter@setciv.com. Assistance in bonding, insurance, lines of credit, or obtaining equipment, supplies and materials is available upon request. This advertisement is in response to LA Metro's DBE program. SETC intends to conduct itself in good faith with DBE firms regarding participation on this project. More info about this project is available at www.setciv.com. San Fernando Transit Constructors is an EEO/AA/Vet/Disability Employer.

Sub-Bids Requested from qualified DBE Subconsultants for: PROGRESSIVE DESIGN-BUILD SERVICES FOR THE ADVANCED WATER PURIFICATION FACILITY AT RP-4 PROJECT EN25070.00

Owner: Inland Empire Utilities Agency
Location: Rancho Cucamonga, CA

Bids Due Date: January 20, 2025 @ 3:00 P.M.

Proposal Date: February 20, 2025 @ 3:00 P.M.



667 Brea C, CA 91789

Phone: (909) 595-4397, Fax: (909) 444-4268

Contact: Lori Olivias, lori.olivias@jfshea.com

J.F. Shea Construction, Inc. is soliciting your participation in the preparation of this bid. We are particularly interested in bids from subconsultants for the following work items:
Survey, Geotechnical Engineering, Geotechnical Drilling, Architectural Design, Structural Design, Electrical Design, Civil Design, Surge Analysis, Corrosion Control Design, Permitting, Potholing, Utility Locating with Ground Penetrating Radar.

Plans and Specifications: Please email your request to lori.olivias@jfshea.com. Project Documents may also be viewed at our Walnut Office. J.F. Shea Construction, Inc. is an equal opportunity employer and intends to negotiate in good faith with interested DBE firms and intends to utilize the lowest responsive bidder. J.F. Shea expects potential subconsultants to be bondable. J.F. Shea will pay for up to 1% for bond costs. Subconsultants are expected to bid per the Project Documents, including requirements for warranties.



ANVIL BUILDERS INC.
1550 Park Ave. Emeryville, CA 94608
Phone: 415-285-5000 • Fax: 415-285-5005

Request for LBE Subcontractors and Suppliers for

Project: Sunol Valley Water Treatment Plant Short Term Improvements
Contract No: WD-2909

Bid Date: January 16, 2025 • Bid Time: 2:00 PM

The objective of the project is to improve several treatment systems at the Sunol Valley Water Treatment Plant. This includes repair of sediment and flocculant basin concrete; replacement of sludge removal equipment, channel and filter valves, cationic polymer system, and sample pumps; and installation of chemical piping. In addition, a new utility water pump station will be installed to support the facility. The work is to be performed in Alameda County, California.

Seeking all trades (but not limited to): Demo, Concrete, Rebar, Misc Metals, Fencing, Plumbing/ Process Pipe, Asphalt Paving, Security Guard, Welding, Waterproofing, Hydroseed, and other required work and trades. This project requires a confidentiality agreement. For plans, specifications, and requirements, please email estimating@anvilbuilders.com to be added to our confidentiality agreement. A link will then be provided with the plans and specifications. By submitting a proposal, your company agrees to Anvil Builders Inc.'s standard subcontract.

For assistance with bonding, lines of credit, insurance, or anything else regarding bidding on this project, contact Anvil Builders via phone or email.

Will you be bidding this project? Please email or fax your response to estimating@anvilbuilders.com / 415-285-5005.

Silver Creek

Silver Creek Modular, LLC
2830 Barrett Avenue, Perris, CA 92571
CONTACT: Diana Tavaraz
OFFICE: (951) 943-5393

Silver Creek is soliciting quotations from qualified DVBE Subcontractors for the project listed below:

OWNER: Montebello USD
LOCATION: Bell Gardens, CA 90201

PROJECT: Bid No. 01 (2024-2025) Modular Classrooms Purchase & Installation at Ford Park Adult School

BID DATE: December 30, 2024 at 10:00 am

DVBE Goal: 3%

Plans and Specs may be obtained via Procore
Please submit your bid NO LATER THAN DECEMBER 16, 2024

to Diana Tavaraz via email

EMAIL: d.tavaraz@silvercreekmodular.com

This is part of a Good Faith Effort. Your response is appreciated.



BWD GENERAL ENGINEERING CONTRACTORS
P.O. Box 1948 Lincoln, CA 95648

Request for DBE's Subcontractors and Suppliers for
Project: Ella Way Well Project – Owner: Citrus Heights Water District
Bid Date: Wednesday, January 15, 2025 • Bid Time: 2:00 PM

The work to be completed is constructing all above-ground appurtenances for a new groundwater production well including, a block building; sewer, distribution, storm drain, and system piping; pump and motor; site drainage improvements; new pavement; concrete perimeter security wall ad steel fencing; automated access gate; and all site electrical and lighting.

The Engineer's estimate is \$3,000,000.

Seeking all trades (but not limited to): Roofing, Masonry, Electrical, Fencing, Painting, Paving, Well Pump & Motor, SWPPP and other required work and trades

Plans, specifications, and documents are posted on the Citrus Heights Water District website.

<http://chwd.org/about/bid-opportunities>

Please review all documents. By submitting a proposal your company agrees to BWD Construction Inc dba BWD General Engineering Contractors standard subcontract. BWD General Engineering Contractors is an equal opportunity employer and intends to negotiate in good faith with interested DBE firms and intends to utilize the lowest responsive bidder. BWD General Engineering Contractors expects potential subcontractors to be bondable. Subcontractors and Suppliers are expected to bid per plans and specifications, including requirements for warranties. Standard manufacturer's warranties, if not in conformance with the owner's specifications, will not be accepted.

For questions regarding bidding on this project, contact BWD General Engineering Contractors via phone or email. Will you be bidding this project? Please email your response to Ben@BWD.Construction or call 916-765-2867



REQUEST FOR Sub-Proposals from Certified DBE Firms
Project Name: San Onofre to Pulgas Double Track Phase 2
Contract Number: 4250093
Owner: SANDAG
DBE Goal: 19.6%

Subcontractors/Subconsultants/Vendors wanted for:

(Subcontractors): Fencing & Railing, Street Sweeping, Clear & Grub, Electrical, Hydroseed, Landscaping/Planting, CIBH Piles, Waterproofing, Asphalt, Bridge/Structural Steel, Railroad Signal Communications, Railroad Track, Directional Drilling, Dry Utilities, Reinforcing Steel, Trucking, Steel Coating, Minor Concrete – Minor Structures, Retaining Wall, CFA (Auger) Piles, Shoring, Surveying, Signage & Striping, Quality Control and Job Coordinator.

(Suppliers): Ready Mix Concrete, Aggregates, BMP Materials, Topsoil, Rock Slope, Waterworks, RCP, Structural Backfill, Structural Steel, Railroad Ties, Sound Barrier, Bearing Pads, Miscellaneous Metals and Signage

Project Scope:

The Base Bid scope of work consists in general of grading, a new bridge, embankment, construction of drainage ditches, culverts, and retaining wall construction within the limits of MP 216.6 to MP 217.7 on a portion of the LOSSAN commuter rail corridor within Camp Pendleton in San Diego County. An Additive Alternate is included in the scope that includes the construction of 1.1 miles of second main track within the project limits.

Work includes track construction: construction of a new single-track bridge; embankment and retaining wall construction; construction of drainage ditches, culverts, associated structures; site work and track bed preparation (including site clearing, grading, ballast, and sub-ballast, maintenance access roads, utility relocation and hydroseeding); in addition to procuring all materials and performing all other work necessary to complete the work in accordance with the Contract Plans and Special Provisions.

REVISED BID DATE: January 16th at 2:00PST/PDT

REYES CONSTRUCTION, INC.
State License Number 507561
1383 South Signal Drive, Pomona, CA 91766
Phone: 909-622-2299 Ext. 108 • Fax: 909-622-3053
Contact: Christina Ramos • Fri 8:00 AM - 4:30 PM

Assistance will be available in obtaining bonds, lines of credit, insurance, necessary equipment, supplies, materials or related technical assistance.

By submitting a proposal, Respondent/Bidder acknowledges that they have performed a thorough review of the terms and conditions contained in our standard subcontract/purchase order (Contract). Respondent/Bidder quotes, including terms and conditions contained therein, will not be included in subcontracts/purchase orders issued for the project. Respondent/Bidder shall submit, in writing with their proposal/quote, any exceptions to the RCI Contract terms and conditions.

Note: RCI may disqualify and reject the respondent's proposal/bid based on the exceptions submitted.

For information on the availability of scope of work, plans and specifications, and requirements of the contract please contact our office.

Plans, Specifications, and Contract requirements can be viewed online at no cost here:

1) Via iSoft1 - please send an email request to estimating@reyesconstruction.com

2) Bidnet Direct - <https://www.bidnetdirect.com/private/solicitations/4492717219/abstract>

3) Via Sharefile - please send an email request to estimating@reyesconstruction.com

Please e-mail Quotes to: Estimating@reyesconstruction.com



CALIFORNIA SUB-BID REQUEST ADS

Mar Con Builders is bidding as a "General Contractor", requesting bid quotations from all subcontractors and suppliers and DVBE Subcontractors/Suppliers for the following

Title: Luther Burbank School Interior Project (SFUSD #12338)

Project Address: 325 La Grande Ave, San Francisco CA 94112

Bid Date: Jan 7, 2025, 2:00 PM

Please email us your Bid Proposal to bids@marconcompany.com at least 2 hours prior to the Bid Opening.

Mar Con Builders
8108A Capwell Drive, Oakland, CA 94621.
Estimator: Lauren Chen, Phone: 510-921-1586
Email: lauren@marconcompany.com

EVRA Construction, Inc.
We are requesting bid quotations from all subcontractors and suppliers and DVBE Subcontractors/Suppliers for the following

Alvarado Elementary School Makerspace and Library – Bid #715 project
31100 Fredi St, Union City, CA 94587
Bid Date: Friday, January 3, 2025 at 10:00 A.M.

Please fax or e-mail us your Bid proposal at least 2 hours prior to the Bid Opening.

Please note: all Subs above \$150,000 might require bonds.

EVRA Construction, Inc.
2227-26th Ave, San Francisco, CA 94116.
Estimator: Alex Yunak
Phone: 415-467-1336; Fax: 415-467-1356
e-mail: alex@evraconstruction.com

INVITATION TO BID

Clark Construction, an equal opportunity employer, is seeking bids from all subcontractors, including Disadvantaged Business Enterprises (DBE), CMD Certified SF and SFPUC Micro and Small Local Business Enterprises (LBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Other Business Enterprises (OBE).

Your bid is due to Clark on or before January 13th, 2025 @ 12:00PM PST.

Project Description:
SAN FRANCISCO RECREATION AND PARKS:

This project involves renovating an existing public park that is approximately 7 acres on the shore of India Basin along the southeast waterfront of San Francisco, California. The project involves the construction of two new buildings, a boathouse and a park restroom facility. The project also involves the construction of in-water components including marine way walls, a pile supported floating dock, and gangway. Other site improvements include, but are not limited to, paving, site walls, irrigation, grading, soils, planting, seating elements, site furnishings, stairs and rails, a new playground, utilities, site lighting, pergola structures, basketball courts, public art components, sidewalk frontage improvements, wayfinding signage, and interpretive signage elements.

The work is located at 900 Innes Avenue, San Francisco, California, 94124. The Engineer's Estimate for the project is \$58,000,000.

INFORMATION ABOUT PLANS AND SPECIFICATIONS

Drawings, Specifications, and Scope Information May Be Obtained From:
Todd McQuinn at todd.mcquinn@clarkconstruction.com (202-446-4516)

Bid documents can be viewed at: Clark Construction Group – California, LP, 180 Howard Street, Ste 1200, San Francisco, CA 94105 and online at our *Building Connected™* website.

Trade Packages Include: Photographic Documentation, Testing & Inspection, Field Engineering, Demolition, Concrete Reinforcement, CIP Concrete, Structural Steel, Miscellaneous Metals, Rough & Finished Carpentry, Waterproofing, Roofing, Metal Panels, Joint Sealants, Swinging Doors, Overhead Coiling Door, Glass & Glazing, Drywall/Framing, Tiling, Painting, Signage, Facility Fall Protection, Fire Suppression, Plumbing, HVAC, Electrical, Earthwork, Deep Soil Mixing, Support of Excavation, Deep Foundations, Landscaping, Asphalt, Site Concrete, Fences and Gates, Utilities and Marine Construction.

BWD GENERAL ENGINEERING CONTRACTORS
P.O. Box 1948 Lincoln, CA 95648

Request for DBE's Subcontractors and Suppliers for Project: Ella Way Well Project – Owner: Citrus Heights Water District
Bid Date: Wednesday, January 15, 2025 - Bid Time: 2:00 PM

The work to be completed is constructing all above-ground appurtenances for a new groundwater production well including, a block building; sewer, distribution, storm drain, and system piping; pump and motor; site drainage improvements; new pavement; concrete perimeter security wall ad steel fencing; automated access gate; and all site electrical and lighting.

The Engineer's estimate is \$3,000,000.

Seeking all trades (but not limited to): Roofing, Masonry, Electrical, Fencing, Painting, Paving, Well Pump & Motor, SWPPP and other required work and trades

Plans, specifications, and documents are posted on the Citrus Heights Water District website.
<http://chwd.org/about/bid-opportunities>

Please review all documents. By submitting a proposal your company agrees to BWD Construction Inc dba BWD General Engineering Contractors standard subcontract. BWD General Engineering Contractors is an equal opportunity employer and intends to negotiate in good faith with interested DBE firms and intends to utilize the lowest responsive bidder. BWD General Engineering Contractors expects potential subcontractors to be bondable. Subcontractors and Suppliers are expected to bid per plans and specifications, including requirements for warranties. Standard manufacturer's warranties, if not in conformance with the owner's specifications, will not be accepted.

For questions regarding bidding on this project, contact BWD General Engineering Contractors via phone or email. Will you be bidding this project? Please email your response to Ben@BWD.Construction or call 916-765-2867

ANVIL BUILDERS INC.
1550 Park Ave. Emeryville, CA 94608
Phone: 415-285-5000 • Fax: 415-285-5005

Request for LBE Subcontractors and Suppliers for Project: Sunol Valley Water Treatment Plant Short Term Improvements
Contract No: WD-2909
Bid Date: January 16, 2025 • Bid Time: 2:00 PM

The objective of the project is to improve several treatment systems at the Sunol Valley Water Treatment Plant. This includes repair of sediment and flocculant basin concrete; replacement of sludge removal equipment, channel and filter valves, cationic polymer system, and sample pumps; and installation of chemical piping. In addition, a new utility water pump station will be installed to support the facility. The work is to be performed in Alameda County, California.

Seeking all trades (but not limited to): Demo, Concrete, Rebar, Misc Metals, Fencing, Plumbing/ Process Pipe, Asphalt Paving, Security Guard, Welding, Waterproofing, Hydroseed, and other required work and trades.

This project requires a confidentiality agreement. For plans, specifications, and requirements, please email estimating@anvilbuilders.com to be added to our confidentiality agreement. A link will then be provided with the plans and specifications. By submitting a proposal, your company agrees to Anvil Builders Inc.'s standard subcontract.

For assistance with bonding, lines of credit, insurance, or anything else regarding bidding on this project, contact Anvil Builders via phone or email.

Will you be bidding this project? Please email or fax your response to estimating@anvilbuilders.com / 415-285-5005.

REYES CONSTRUCTION, INC.
CONSTRUCTION WITHOUT COMPROMISE

REQUEST FOR Sub-Proposals from Certified DBE Firms
Project Name: San Onofre to Pulgas Double Track Phase 2
Contract Number: 4250093
Owner: SANDAG
DBE Goal: 19.6%

Subcontractors/Subcontractors/Vendors wanted for:

(Subcontractors): Fencing & Railing, Street Sweeping, Clear & Grub, Electrical, Hydroseed, Landscape/Planting, CIDH Piles, Waterproofing, Asphalt, Bridge/Structural Steel, Railroad Signal Communications, Railroad Track, Directional Drilling, Dry Utilities, Reinforcing Steel, Trucking, Steel Coating, Minor Concrete – Minor Structures, Retaining Wall, GFA (Auger) Piles, Shoring, Surveying, Signage & Striping, Quality Control and Job Coordinator.

(Suppliers): Ready Mix Concrete, Aggregates, BMP Materials, Topsoil, Rock Slope, Waterworks, RCP, Structural Backfill, Structural Steel, Railroad Ties, Sound Barrier, Bearing Pads, Miscellaneous Metals and Signage

Project Scope:
The Base Bid scope of work consists in general of grading, a new bridge, embankment, construction of drainage ditches, culverts, and retaining wall construction within the limits of MP 216.6 to MP 217.7 on a portion of the LOSSAN commuter rail corridor within Camp Pendleton in San Diego County. An Additive Alternate is included in the scope that includes the construction of 1.1 miles of second main track within the project limits.

Work includes track construction; construction of a new single-track bridge; embankment and retaining wall construction; construction of drainage ditches, culverts, associated structures; site work and track bed preparation (including site clearing, grading, ballast, and sub-ballast, maintenance access roads, utility relocation and hydroseding); in addition to procuring all materials and performing all other work necessary to complete the work in accordance with the Contract Plans and Special Provisions.

REVISED BID DATE: January 16th at 2:00PM/PDT

REYES CONSTRUCTION, INC.
State License Number 507561
1383 South Signal Drive, Pomona, CA 91766
Phone: 909-622-2259 Ext. 108 • Fax: 909-622-3053
Contact: Christina Ramos - Fri 8:00 AM - 4:30 PM

Assistance will be available in obtaining bonds, lines of credit, insurance, necessary equipment, supplies, materials or related technical assistance.

By submitting a proposal, Respondent/Bidder acknowledges that they have performed a thorough review of the terms and conditions contained in our standard subcontract/purchase order (Contract). Respondent/Bidder quotes, including terms and conditions contained therein, will not be included in subcontract/purchase orders issued for the project. Respondent/Bidder shall submit, in writing with their proposal/quote, any exceptions to the RCI Contract terms and conditions.

Note: RCI may disqualify and reject the respondent's proposal/bid based on the exceptions submitted.

For information on the availability of scope of work, plans and specifications, and requirements of the contract please contact our office. Plans, Specifications, and Contract requirements can be viewed online at no cost here:

- 1) Via iSoft – please send an email request to estimating@reyesconstruction.com
- 2) Bidnet Direct – <https://www.bidnetdirect.com/private/solicitations/4497317210/abstract>
- 3) Via Sharefile – please send an email request to estimating@reyesconstruction.com

Please e-mail Quotes to: Estimating@reyesconstruction.com

ANVIL BUILDERS INC.
1550 Park Ave. Emeryville, CA 94608
Phone: 415-285-5000 • Fax: 415-285-5005

Request for for DBEs, MBEs, WBEs, SBEs, SBA MBEs, & HUBZone Subcontractors and Suppliers for Project: City of Palo Alto - Local Advanced Water Purification System (Local AWPS)
Contract No: IFB193197
Bid Date: 1/31/2025 • Bid Time: 3:00 PM

The Project will construct a new odor control structure, membrane filtration, reverse osmosis system, a new permeate storage tank, blending station, new chemical storage facilities, electrical, instrumentation and control systems. Site work includes pile foundation, concrete slab, yard piping, replacement of a sewer line, paving, grading, landscaping, a metal canopy, a pre-engineered electrical building and a perimeter wall.

Seeking all trades (but not limited to): Demo, Concrete, Rebar, Piles, Asphalt, Fencing, Misc Metals, HVAC, Fire Sprinklers, Landscaping.

Plans, specifications, and requirements can be viewed at our office or by reaching out to us at estimating@anvilbuilders.com. By submitting a proposal your company agrees to Anvil Builders Inc standard subcontract. For assistance with bonding, lines of credit, insurance, or anything else regarding bidding on this project, contact Anvil Builders via phone or email.

Will you be bidding this project? Please email or fax your response to estimating@anvilbuilders.com / 415-285-5005.

DMO-441	P - Ustara	541620 N	Environmental Consulting Serv	15627163 AERUALZEST LLC	Open receive inv/Email	Not sum of bid in bid	-5294.00	2024/12/05	16:08:56	Report to Lisa
DMO-441	P - Ustara	541620 N	Environmental Consulting Serv	15621193 AERUALZEST LLC	LA Blog on XM	RECALL	2024/12/05	14:01:34		
DMO-441	P - Ustara	238220 N	Painting & Wall Covering Cont	150542 SPECIALIZED BUILDERS & RENOVATION CO/1 receive inv/Email	Not sum of bid in bid	-5294.00	2024/12/06	12:54:28	Report to Shannon	
DMO-441	P - Ustara	238220 N	Painting & Wall Covering Cont	1505342 SPECIALIZED BUILDERS & RENOVATION CO/1 receive inv/Email	Not sum of bid in bid	-5294.00	2024/12/05	17:52:11		
DMO-441	P - Ustara	238180 N	Roofing Contractors	15647204 Inova General Inc	LA Blog on XM	-5294.00	2024/12/05	12:42:52	Report to Misha	
DMO-441	P - Ustara	238140 N	Masonry Contractors	15650097 GRANITE MASON CONSTRUCTION N/1	Not sum of bid in bid	-5294.00	2024/12/05	15:32:29	Report to John	
DMO-441	P - Ustara	237210 N	Masonry Contractors	15650097 GRANITE MASON CONSTRUCTION N/1	Not sum of bid in bid	-5294.00	2024/12/05	16:06:01		
DMO-441	P - Ustara	237150 N	Lighting, Street & Bridge Cont	15599480 Road Transport Inc	LA Blog on XM	-5294.00	2024/12/05	14:56:16		
DMO-441	P - Ustara	238160 N	Roofing Contractors	15690920 MN VENTURES LLC	Not sum of bid in bid	-5294.00	2024/12/05	16:48:46	Report to Lisa	
DMO-441	P - Ustara	238160 N	Roofing Contractors	15690920 MN VENTURES LLC	Not sum of bid in bid	-5294.00	2024/12/05	13:35:27	Report to Rochelle	
DMO-441	P - Ustara	238990 N	All Other Specialty Trade Cont	15634205 Thompson Contracting	RECALL	2024/12/05	16:14:14			
DMO-441	P - Ustara	238990 N	All Other Specialty Trade Cont	15634205 Thompson Contracting	Open receive inv/Email	-5294.00	2024/12/06	14:10:13	Report to Sharnal	
DMO-441	P - Ustara	213111 N	Drying Oil & Gas Works	15642299 ABC BC SCORING 7 JV	LA Blog on XM	-5294.00	2024/12/05	17:18:21		
DMO-441	P - Ustara	213111 N	Drying Oil & Gas Works	15642299 ABC BC SCORING 7 JV	Not sum of bid in bid	-5294.00	2024/12/05	14:04:41	Report to Lynn	
DMO-441	P - Ustara	541620 N	Environmental Consulting Serv	15655442 Ingulfair Bio Inc	Not sum of bid in bid	-5294.00	2024/12/05	14:42:58		
DMO-441	P - Ustara	238220 N	Painting & Wall Covering Cont	15932481 RSC Consulting Firm	LA Blog on XM	-5294.00	2024/12/05	16:24:37	Report to Lisa	
DMO-441	P - Ustara	238220 N	Painting & Wall Covering Cont	15932481 RSC Consulting Firm	Not sum of bid in bid	-5294.00	2024/12/05	16:24:37	Report to Lisa	
DMO-441	P - Ustara	213111 N	Drying Oil & Gas Works	20002688 Best At Earth LLC	Open receive inv/Email	-5294.00	2024/12/05	14:41:43	Report to Rochelle	
DMO-441	P - Ustara	238140 N	Masonry Contractors	20114490 PRESENT BUILDING INDUSTRIES	LA Blog on XM	-5294.00	2024/12/05	14:03:42		
DMO-441	P - Ustara	238140 N	Masonry Contractors	20114490 PRESENT BUILDING INDUSTRIES	Not sum of bid in bid	-5294.00	2024/12/05	14:43:59	Report to Misha	
DMO-441	P - Ustara	238160 N	Roofing Contractors	20120466 RAJONG GROUP INC	LA Blog on XM	-5294.00	2024/12/05	14:52:29		
DMO-441	P - Ustara	541620 N	Environmental Consulting Serv	20126215 Bioactive Biotech Biological TL	Not sum of bid in bid	-5294.00	2024/12/05	16:28:52	Report to Lisa	
DMO-441	P - Ustara	541620 N	Environmental Consulting Serv	20126215 Bioactive Biotech Biological TL	LA Blog on XM	-5294.00	2024/12/05	16:28:52		
DMO-441	P - Ustara	541620 N	Environmental Consulting Serv	20207141 PM Environmental Services Inc	Not sum of bid in bid	-5294.00	2024/12/05	14:28:22	Report to Rochelle	
DMO-441	P - Ustara	541620 N	Environmental Consulting Serv	20207141 PM Environmental Services Inc	Open receive inv/Email	-5294.00	2024/12/06	14:46:29	Report to Misha	
DMO-441	P - Ustara	238140 N	Masonry Contractors	20204849 ADVANCED CONTRACT SOLUTIONS/1	LA Blog on XM	-5294.00	2024/12/05	16:21:36	Report to Lisa	
DMO-441	P - Ustara	238140 N	Masonry Contractors	20204849 ADVANCED CONTRACT SOLUTIONS/1	Not sum of bid in bid	-5294.00	2024/12/05	16:21:36	Report to Lisa	
DMO-441	P - Ustara	238220 N	Painting & Wall Covering Cont	20208203 SUPRESE WEST INC	Not sum of bid in bid	-5294.00	2024/12/05	12:49:32	Report to Michael	
DMO-441	P - Ustara	238220 N	Painting & Wall Covering Cont	20208203 SUPRESE WEST INC	LA Blog on XM	-5294.00	2024/12/05	14:47:14		



CONTRACTORS'
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **1019890**

Entity **CORP**

Business Name **BWD CONSTRUCTION INC DBA BWD
GENERAL ENGINEERING
CONTRACTORS**

Classification(s) **A B**

Expiration Date **10/31/2026**

www.cslb.ca.gov



Printed on: 12/3/2024 11:52:26 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 2010077

Legal Business Name:

BWD Construction, Inc

Doing Business As (DBA) Name 1:

BWD General Engineering Contractors

Doing Business As (DBA) Name 2:

Email Address:

Ben@bwd.construction

Business Web Page:

Business Phone Number:

916/765-2867

Business Fax Number:

Address:

P.O. Box 1948

CA

Lincoln

CA 95648

Business Types:

Construction , Service

Certification Type	Status	From	To
SB(Micro)	Approved	12/03/2024	12/31/2026
SB-PW	Approved	12/03/2024	12/31/2026

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-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2024 06/30/2026

Contractor Information

Contractor Name: BWD CONSTRUCTION

Trade Name: BWD GENERAL ENGINEERING CONTRACTORS

License Type Number: 1000056075

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: LINCOLN

Physical Business Address: 2910 EDEN LANE

Physical Business State: CA

Physical Business Postal Code: 95648

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: LINCOLN

Mailing Address: PO BOX 1948

Mailing State: CA

Mailing Postal Code: 95648

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: ben@bwd.construction

Applicant's Email: ben@bwd.construction

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: Insurance Company of the West
Policyholder Name: BWD General Engineering
Contractors
Policy Number: WSA506034603
Inception Date: 04/10/2024
Expiration Date: April 10, 2025

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Bernard Wilson Drennon, the undersigned, am , BWD CONSTRUCTION with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 12:13 PM

Legal Entity Information

Legal Entity Type: Corporation

Name: BWD CONSTRUCTION

Report Title: Customer Account Lookup List
Run Date and Time: 2024-07-30 12:04:27 Pacific Daylight Time
Run by: Alisha Drennon
Table name: x_cdoi2_csm_portal_customer_account_lookup
Query Condition: Type = Contractor AND Keywords = 1000056075
Sort Order: Name in ascending order

Value of property 'glide.pdf.max_rows' must be less or equal than 5,000. Default max row number applied (1,000)

1 Customer Account Lookups

Legal Name	Type	Doing Business As (DBA)	▲ Name	PWCR	CSLB	Registration Start Date	Registration End Date	Crafts	Contractor Status	Legacy Registration Date	Legacy Registration Expiration
BWD CONSTRUCTION	Contractor	BWD GENERAL ENGINEERING CONTRACTORS	BWD GENERAL ENGINEERING CONTRACTORS	1000056075	1019890	2024-07-01	2026-06-30	Carpenter, Cement Mason, Laborer and Related Classifications, Laborer and Related Classifications (Building Construction), Operating Engineer (Heavy and Highway Work)	DIR Approved	2024-07-01	2026-06-30



BA20240765405



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: BA20240765405

Date Filed: 4/15/2024

B2662-8753 04/15/2024 11:41 AM Received by California Secretary of State

Entity Details			
Corporation Name	BWD CONSTRUCTION, INC.		
Entity No.	3908777		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	2910 EDEN LANE LINCOLN, CA 95648		
Mailing Address of Corporation			
Mailing Address	PO BOX 1948 LINCOLN, CA 95648		
Attention	BWD CONSTRUCTION		
Street Address of California Office of Corporation			
Street Address of California Office	2910 EDEN LANE LINCOLN, CA 95648		
Officers			
Officer Name	Officer Address	Position(s)	
ALISHA DAWN DRENNON	2910 EDEN LANE LINCOLN, CA 95648	Chief Executive Officer, Chief Financial Officer	
BERNARD WILSON DRENNON	2910 EDEN LANE LINCOLN, CA 95648	Secretary	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
+ Bernard W Drennon	2910 EDEN LANE LINCOLN, CA 95648	Treasurer	
Directors			
Director Name	Director Address		
+ Alisha D Drennon	2910 EDEN LANE LINCOLN, CA 95648		
+ Bernard W Drennon	2910 EDEN LANE LINCOLN, CA 95648		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	BERNARD WILSON DRENNON		
Agent Address	2910 EDEN LANE LINCOLN, CA 95648		
Type of Business			
Type of Business	CONSTRUCTION		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Alisha D Drennon

04/15/2024

Signature

Date

From: [Ben Drennon](#)
To: [Alisha Drennon](#)
Subject: FW: certificate of compliance In-Use Off Road Diesel fueled Fleets Regulation
Date: Sunday, July 28, 2024 10:16:42 AM
Attachments: [image001.png](#)

--

Ben Drennon

General Engineering Contractors

C: [916-765-2867](tel:916-765-2867)

From: ARB Diesel Off-road Online Reporting System (DOORS) <doors@arb.ca.gov>
Sent: Wednesday, January 24, 2024 2:57 PM
To: Ben Drennon <ben@bwd.construction>
Subject: RE: certificate of compliance In-Use Off Road Diesel fueled Fleets Regulation

Greetings Ben,

You can refer to the applicability section (2449(b)(1)) of the regulation here:

Applicability

(1) Except as provided in subsection (b)(2) below, this regulation applies to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

You can let the public agency know, since you do not own any vehicles that meet the requirements in the Applicability section of the In-Use Off-Road Diesel Fueled-Fleets Regulation, that you are not required to report nor required to obtain a certificate of compliance for yourself. However, if you rent a piece of equipment longer than one year, you will need to register for a DOORS account and report that vehicle. You may need to get obtain a compliance certificate from subcontractors that do meet the applicability requirements. You may obtain a certificate of compliance from a rental company for your records even if it is less than one year.

If you have any questions, please call the DOORS Hotline at 877-593-6677 or respond to this email. Please note, at this time DOORS staff has limited access to documents received via mail and fax is unavailable.

Regards,



Trevor Heim
Air Resources Technician II
Mobile Source Control Division
Off-Road Implementation Section
DOORS Hotline: 877.593.6677

New regulation requirements will be coming into effect January 1, 2024. Amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation were adopted by the California Air Resources Board at the November 17, 2022 Board hearing. To learn about the changes to the regulation, please read this [Overview of Amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation \(ca.gov\)](#).

Interested in training opportunities? Click here for more information:
<https://ww3.arb.ca.gov/msprog/offroadzone/landing/training.htm>

While this document is intended to assist fleets with their compliance efforts, it does not alter or modify the terms of any ARB regulation, is not a substitute for reading the regulation, nor does it constitute legal advice. It is the sole responsibility of fleets to ensure compliance with the Large Spark-Ignition Engine Fleet Requirements Regulation and the In-Use Off-Road Diesel-Fueled Fleets Regulation.

From: Ben Drennon <ben@bwd.construction>
Sent: Wednesday, January 24, 2024 1:21 PM
To: ARB Diesel Off-road Online Reporting System (DOORS) <doors@arb.ca.gov>
Subject: certificate of compliance In-Use Off Road Diesel fueled Fleets Regulation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am a very small general contractor that performs work for public entities. On bidding documents that I have received since the 1st of January they have statements requiring "certificate of compliance In-Use Off Road Diesel fueled Fleets Regulation" be included with the bid. I do not own any equipment and therefore I am not enrolled in the CARB program. But I am also not sure how I can meet the requirement to produce this certificate for a program I am not part of. I am trying to gather information so I am able to satisfy bid requirements and stay compliant. Your help is appreciated.

Thanks, Ben
(916)765-2867

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 28, 2025 REGULAR MEETING

SUBJECT : SALARY ADJUSTMENT FOR GENERAL MANAGER
 STATUS : Action Item
 REPORT DATE : January 8, 2025
 PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk
 Pat West, Principal, Pat West, LLC

OBJECTIVE:

Discussion and possible action to approve a salary adjustment for the General Manager.

BACKGROUND AND ANALYSIS:

The General Manager’s employment agreement provides for an annual evaluation process to provide the incumbent with feedback on his work with the District during the previous year. In conjunction with this process, the Board may elect to provide a merit-based salary adjustment and rewards and recognition pay consistent with the levels provided for by Salary Merit Adjustments Policy (No. 4103) and Employee Recognition and Rewards Program (Policy No. 4105), respectively.

Consistent with past practice and based on the annual evaluation process described above, the Board last awarded a salary adjustment for the General Manager at its January 17, 2024, Regular Board Meeting, which was effective during the first pay period of 2024.

The General Manager has received an overall performance rating of *Commendable Plus* for the 2024 evaluation period, and the proposed merit adjustment and one-time rewards and recognition pay reflects the General Manager’s overall performance rating.

The granting of a Cost-of-Living Adjustment (COLA), merit-based salary adjustment and rewards and recognition pay for the 2024 evaluation period is consistent with past practice. If approved, the salary information shown below will be effective with the first full pay period of 2025, which began on January 13, 2025.

The proposed adjustments to the General Manager’s salary include:

	Base Salary	Adjusted Base
Salary Adjustment:	\$122.17 Hourly	\$130.56 Hourly
One-time Rewards and Recognition Pay:	\$1,975.00	

RECOMMENDATION:

Approve the proposed salary adjustments for the General Manager.

ATTACHMENTS:

1. Policy No. 4103 – Salary Merit Adjustments
2. Policy No. 4105 – Employee Recognition and Rewards Program
3. Revised Exhibit B “Regular Compensation for General Manager”

ACTION:

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

ATTACHMENT 1
Policy No. 4103 – Salary Merit Adjustments

4103.00 SALARY MERIT ADJUSTMENTS

Salary adjustments within the salary range for a particular job title shall be based upon the eligible employee's performance evaluation and any applicable criteria established by the General Manager by Administrative Procedure. No employee whose overall performance evaluation rating is below "meets expectations plus" will be eligible for a merit adjustment in that rating year. Said adjustments shall be determined by the General Manager within the budget established and approved by the Board of Directors.

Salary adjustments tied to the employee's performance evaluation constitute a "Pay for Performance" system where an overall rating of "meets expectations plus" constitutes "superior" performance. For example, a rating of "unsatisfactory," "needs improvement" or "meets expectations" is not eligible for a merit adjustment; ratings of "meets expectations plus," "commendable," "commendable plus" and "exceptional" are eligible to receive a percentage of increase determined by the General Manager in accordance with the budget established and approved by the Board of Directors for this purpose. Salary adjustments for the General Manager shall require approval by the Board of Directors

Merit adjustments, when earned through performance, adjust the base compensation of the employee, as reflected in the publicly-available pay schedule, and therefore are considered pensionable compensation.

An employee who receives a "merit adjustment" may also qualify for an employee incentive award through the District's annual Employee Recognition and Rewards Program, as set forth in Policy 4105 below.

4103.10 Extended Range Merit Adjustment At Top of Classification Range

Subject to its assessment of the District's financial circumstances and budgetary approval, the Board of Directors shall annually establish the District's publicly- available salary ranges for each regular, full-time classification other than the General Manager with a minimum salary, a maximum salary that equates to the top base step for each range, and an "extended range" that is no more than percent (5%) above the control point.

An employee who has, through merit adjustments, reached the top of the employee's salary range (i.e. the maximum salary) is eligible annually to earn "extended range" merit performance pay of 1-5% for the coming year in accordance with the ratings received in the employee's annual performance evaluation for the prior year. This percentage shall be set by and at the discretion of the General Manager (and for employees subordinate to Department Directors, the General Manager shall consult with the applicable Department Directors to establish the appropriate percentage.)

At the end of each evaluation year, the base salary for any employee who has been receiving "extended range" merit pay shall automatically revert back to the maximum salary level. If the employee's performance ratings for that year again qualify for

“extended range” merit pay, a new corresponding percentage will be set and implemented for the coming year.

No employee who receives a rating in any evaluation category below “meets expectations plus” shall be eligible for “extended range” merit performance pay.

In no case may an employee’s salary exceed the extended range established for that classification as set forth on the Board-approved, publicly-available pay schedule.

ATTACHMENT 2

Policy No. 4105 – Employee Recognition and Reward Program

4105.00 EMPLOYEE RECOGNITION AND REWARDS PROGRAM

The District's employees are one of its most valuable assets. The District affirms its desire to employ highly skilled and motivated employees in order to provide the highest level of service within its own work force, to its customers and to the community. In order to acknowledge those employees that go above and beyond everyday expectations in their duties, the District will develop and maintain an Employee Recognition and Rewards Program, the details of which shall be set forth in applicable Administrative Procedure implemented by the General Manager. The Board of Directors shall maintain discretion to approve funds designated for use in the Program. Employee incentive awards through the Program coincide with the annual performance rating of the employee and are in addition to any applicable merit adjustment pursuant to Policy 4103 above. Employee incentive awards are only available for employees who are rated "meets expectations plus" or above; incentive awards are tied to the performance rating, where the maximum rating of "excellent" may receive an incentive award of up to 5% of the Employee's existing annual salary. For example, and dependent on District Board approval of funds for use in the annual Program, the following Employee incentive awards may be earned by Employees who exceed performance expectations: Incentive Award Range of 0-3% for Meets Expectations Plus; 0-3.5% for Commendable; 0-4% for Commendable Plus; and 0- 5% for Excellent.

An employee incentive award earned through the Program is a one-time payment for the calendar year which does not increase the base compensation for PEPRA employees during that year, as set forth in the publicly-available pay schedule.

ATTACHMENT 3

Revised Exhibit B: Regular Compensation for General Manager

**CITRUS HEIGHTS WATER DISTRICT
EXECUTIVE/ MANAGER/ SUPERVISOR EMPLOYMENT AGREEMENT
REVISED EXHIBIT B
REGULAR SALARY COMPENSATION FOR GENERAL MANAGER**

Salary:

\$130.56 per hour
\$10,444.80 bi-weekly
\$22,630.40 monthly
\$271,564.80 per year

The Regular Salary Range for this position is from a bi-weekly base of \$7,853.60, (\$98.17 per hour) to a bi-weekly maximum of \$10,602.40, (\$132.53 per hour) pursuant to the District's Salary Schedule 4101.A1.

Effective Date for Regular Salary Compensation: January 13, 2025

Payroll Authorization: By: _____

Raymond A. Riehle,
President, Citrus Height Water District Board of Directors

Date