

**BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
MAY 19, 2021 beginning at 6:00 PM**

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

PHONE CALL IN: (253) 215-8782

PHONE MEETING ID: 936 0581 6651

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://zoom.us/j/93605816651>

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

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

CALL TO ORDER:

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

ROLL CALL OF DIRECTORS

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CLOSED SESSION:

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

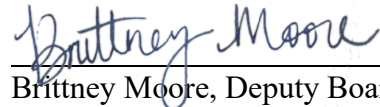
FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

May 19, 2021	6:30 PM	Regular Meeting
June 16, 2021	6:30 PM	Regular Meeting
August 18, 2021	6:30 PM	Regular Meeting
September 15, 2021	6:30 PM	Regular Meeting
October 20, 2021	6:30 PM	Regular Meeting
November 17, 2021	6:30 PM	Regular Meeting
December 15, 2021	6:30 PM	Regular Meeting

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Special Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 24 hours prior to the special meeting in accordance with Government Code Section 54954.2.



Brittney Moore, Deputy Board Clerk

Dated: May 13, 2021

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
MAY 19, 2021 beginning at 6:30 PM**



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

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CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (I/A)

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

CC-1. Minutes of the Regular Meeting – April 21, 2021 (A)

Recommendation: Approve the minutes of the April 21, 2021 Regular Meeting.

CC-2. Revenue Analysis Report for April 2021 (I)

- CC-3. Assessor/Collector's Roll Adjustment for April 2021 (I)
- CC-4. Treasurer's Report for April 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for April 2021 (I)
- CC-6. Operating Budget Analysis for April 2021 (I)
- CC-7. Capital Projects Summary April 2021 (I)
- CC-8. Warrants for April 2021 (I)
- CC-9. Purchase Card Distributions for April 2021 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2021 Water Supply – Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Approve Agreement with Rawles Engineering, Inc. for the Langley Avenue and Chance Way Water Main Project

Recommendation:

Accept the bid of Rawles Engineering, Inc. in the amount of \$324,680.00 and establish a contingency fund in the amount of \$32,468.00 (10%), for a total amount of \$357,148.00. Authorize the General Manager to execute an agreement with Rawles Engineering, Inc.

- CC-18. Discussion and Possible Action to Accept a Comprehensive Annual Financial Report for Year Ending December 31, 2020 (A)

Recommendations:

1. Accept the Audited Financial Statements of the Citrus Heights Water District for Year ending December 31, 2020 and related reports; and
2. Accept the Memorandum on Internal Control and Required Communications for the Year ended December 31, 2020.

PRESENTATIONS:

- P-1. Water Awareness Poster Contest (I)
- P-2. Water Forum & Water Caucus Update (I)

PUBLIC HEARINGS:

None.

STUDY SESSION:

- S-1. Review of the Institute for Local Government Beacon Program (I)

BUSINESS:

None.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

June 16, 2021	6:30 PM	Regular Meeting
August 18, 2021	6:30 PM	Regular Meeting
September 15, 2021	6:30 PM	Regular Meeting
October 20, 2021	6:30 PM	Regular Meeting
November 17, 2021	6:30 PM	Regular Meeting
December 15, 2021	6:30 PM	Regular Meeting

ADJOURNMENT:

CERTIFICATION:

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



Madeline Henry, Administrative Services Manager/
Chief Board Clerk

Dated: May 13, 2021

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
April 21, 2021

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

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

Staff:

Madeline Henry, Administrative Services Manager/ Chief Board Clerk
Rex Meurer, Water Efficiency Supervisor
Brittney Moore, Management Analyst
Missy Pieri, Director of Engineering/ District Engineer
David Rucker, Principal Information Technology Analyst
Rebecca Scott, Director of Operations
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

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

- CC-1a. Minutes of the Special Meeting – March 17, 2021 (A)
- CC-1b. Minutes of the Regular Meeting – March 17, 2021 (A)
Recommendation: Approve the minutes of the March 17, 2021 Regular and Special Meetings.
- CC-2. Revenue Analysis Report for March 2021 (I)
- CC-3. Assessor/Collector's Roll Adjustment for March 2021 (I)
- CC-4. Treasurer's Report for March 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for March 2021 (I)
- CC-6. Operating Budget Analysis for March 2021 (I)
- CC-7. Capital Projects Summary March 2021 (I)
- CC-8. Warrants for March 2021 (I)
- CC-9. Purchase Card Distributions for March 2021 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)

- CC-14. 2021 Water Supply – Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. 2021 Strategic Plan Update (I)
- CC-18. Discussion and Possible Action to Approve and Add-on Agreement with Invoice Cloud.

Recommendation:

Approve the add-on agreement with Invoice Cloud, and authorize the General Manager to execute the agreement.

- CC-19. Discussion and Possible Action to Amend Policy 5700A: Records Retention Schedule (A)

Recommendation:

Amend District Policy 5700A: Records Retention Schedule as presented.

- CC-20. Discussion and Possible Action to Adopt Resolution 01-2021 Establishing a Customer Advisory Committee. (A)

Recommendation:

Adopt Resolution 01-2021 Establishing a Customer Advisory Committee.

ACTION:

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

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

PRESENTATIONS:

- P-1. Resolution 02-2021 Commending Rex Meurer for Service to the Citrus Heights Water District (A)

ACTION:

Vice President Sheehan moved and Director Riehle seconded a motion to adopt Resolution 02-2021 Commending Rex Meurer for Service to the Citrus Heights Water District

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

- P-2. Information Technology (IT) Update (I)

PUBLIC HEARINGS:

None.

STUDY SESSIONS:

None.

BUSINESS:

None.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:42 p.m.

APPROVED:

MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

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

APRIL 2021

REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
684,770	533,632	119,739	39,768	106,822	115,191

General Ledger Balance	Total
Outstanding A/R	782,189.94
Outstanding Liens	-
Outstanding Grants	946
A/R Other	(25,118)
Less Unapplied Payments	(117,002)
Total	\$ 641,017

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

CC-03

There were no adjustments made for April 2021.

Reason For Cancellation	Charge Type	Amount
		\$ -

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
APRIL 2021

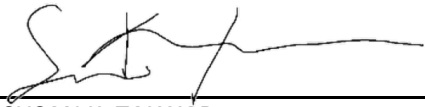
Bank of the West			
Beginning Balance			\$11,774,584
RECEIPTS:		1,543,943	
DISBURSEMENTS:			
Checks Issued / ACH Payments	4,404,058		
Payroll	422,872		
Returned Checks	947		
		4,827,877	(3,283,934)
Bank of the West			
Balance per Bank 04/30/2021			8,490,650
Outstanding Checks			(311,559)
Deposit in Transit			91,515
Balance Per Books 04/30/2021			\$8,270,606

RECONCILEMENT:			
Bank of the West			\$8,270,606
Local Agency Investment Fund			10,506,149
COP Reserve Account			0
Money Mkt Activity Account			543,983
TOTAL BALANCE			\$19,320,738


CASH & INVESTMENT SUMMARY:			
Bank of the West (General Account)			8,270,606
Local Agency Investment Fund			10,506,149
COP 2010 Reserve Account			0
Money Mkt Activity Account			543,983
Total			\$19,320,738

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	0.44%	7,100.14	4/15/2021

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



SUSAN K. TALWAR
 Treasurer




HILARY M. STRAUS
 Secretary

Signed: 05/13/2021

TREASURER'S REPORT OF FUND BALANCES

April 30, 2021

Fund Name	Beginning Balance 01/01/2021	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 04/30/2021	2021 Target Balance per Policy
Operating Fund	\$ 5,562,075	\$ 3,986,825	\$ (7,356,904)	\$ 1,543,971	\$ (827,905)	\$ 2,908,062	\$ 2,334,017
Operating Reserve	\$ 3,592,065	\$ -	\$ -	\$ -	\$ -	\$ 3,592,065	N/A
Rate Stabilization Fund	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,796,860	\$ -	\$ -	\$ -	\$ -	\$ 2,796,860	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$ -	\$ -	\$ -	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,623,173	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 2,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 1,725,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$ 581,643	\$ -	\$ -	\$ -	\$ 986,962	\$ 986,962
	<u>\$ 17,575,708</u>	<u>5,768,468</u>	<u>\$ (7,356,904)</u>	<u>\$ 1,543,971</u>	<u>\$ (827,905)</u>	<u>\$ 16,703,338</u>	<u>\$ 7,520,786</u>



SUSAN K. TALWAR, Treasurer

TREASURER'S REPORT OF FUND BALANCES
April 30, 2021

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,543,971	from funds collected in March 2021 per Treasurer's Report
	<u>\$ (827,905)</u>	disbursements made in March 2021 per Treasurer's Report
	\$ 716,066	

Citrus Heights Water District
Budget Performance Report
As of 4/30/2021

	April Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance		Annual Budget
				Amount	Percent	
Revenues						
Metered Service Charges	\$672,753.91	\$3,324,558.61	\$3,195,364.00	\$129,194.61	4.04%	\$9,586,090.00
Metered Water Deliveries	213,922.61	1,041,141.69	994,799.00	46,342.69	4.66%	5,234,960.00
Non-Metered Service Charges	8,345.19	33,681.72	46,668.00	(12,986.28)	-27.83%	140,000.00
Penalties	41.00	2,489.00	28,504.00	(26,015.00)	-91.27%	150,000.00
Interest	10,320.65	19,659.87	15,180.00	4,479.87	29.51%	45,535.00
Backflow Fees	3,957.80	18,708.00	38,668.00	(19,960.00)	-51.62%	116,000.00
Water Service Install & S&R	59,862.62	110,236.71	9,100.00	101,136.71	1111.39%	27,300.00
Grant Funds		1,387.50		1,387.50	0.00%	0.00
Miscellaneous *	2,217.15	12,515.35	49,000.00	(36,484.65)	-74.46%	147,000.00
Cost Reimbursements	19,856.44	29,534.20		29,534.20	0.00%	0.00
Income - Wheeling Water		9,189.78	900.00	8,289.78	921.09%	2,700.00
Income - Connection Fees	154,430.75	165,186.75		165,186.75	0.00%	0.00
Total Revenue	<u>1,145,708.12</u>	<u>4,768,289.18</u>	<u>4,378,183.00</u>	<u>390,106.18</u>	<u>8.91%</u>	<u>15,449,585.00</u>
& other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		542,775.51	1,061,954.80	(519,179.29)	-48.89%	3,185,864.40
Ground Water	74,973.20	248,744.23	317,334.92	(68,590.69)	-21.61%	952,004.76
	<u>74,973.20</u>	<u>791,519.74</u>	<u>1,379,289.72</u>	<u>(587,769.98)</u>	<u>-42.61%</u>	<u>4,137,869.16</u>
Labor & Benefits						
Labor Regular	269,931.61	1,060,795.96	1,119,848.44	(59,052.48)	-5.27%	3,359,545.32
Labor Non-Regular	206.21	2,968.41		2,968.41	0.00%	
Labor Taxes	20,519.58	83,933.90	89,073.52	(5,139.62)	-5.77%	267,220.56
Labor Workers Comp			30,500.00	(30,500.00)	-100.00%	91,500.00
Labor External	15,233.25	28,421.45	42,026.68	(13,605.23)	-32.37%	126,080.04
Benefits Med/Den/Vis	38,433.79	189,965.97	171,467.24	18,498.73	10.79%	514,401.72
Benefits LTD/Life/EAP	3,477.35	18,228.98	17,638.04	590.94	3.35%	52,914.12
Benefits CalPers	36,331.57	85,559.49	110,206.40	(24,646.91)	-22.36%	330,619.20
Benefits Other	11,053.91	44,854.60	43,043.48	1,811.12	4.21%	129,130.44
Benefit Retiree Expenses		15,102.00	18,947.48	(3,845.48)	-20.30%	56,842.44
Benefit Unemployment			3,086.92	(3,086.92)	-100.00%	9,260.76
Benefit GASB 68		193,525.00	136,350.00	57,175.00	41.93%	409,050.00
Capitalized Labor & Benefit Contra	<u>(41,540.16)</u>	<u>(159,119.89)</u>	<u>(166,666.68)</u>	<u>7,546.79</u>	<u>-4.53%</u>	<u>(500,000.04)</u>
	<u>353,647.11</u>	<u>1,564,235.87</u>	<u>1,615,521.52</u>	<u>(51,285.65)</u>	<u>-3.17%</u>	<u>4,846,564.56</u>
General & Administrative						
Fees & Charges	12,603.67	37,290.35	69,675.00	(32,384.65)	-46.48%	209,025.00
Regulatory Compliance/Permits	15,436.50	45,583.01	39,991.68	5,591.33	13.98%	119,975.04
District Events & Recognition	395.28	3,213.87	32,241.04	(29,027.17)	-90.03%	96,723.12
Maintenance/Licensing	357.96	123,130.31	48,267.00	74,863.31	155.10%	144,801.00
Equipment Maintenance	6,153.63	19,196.67	37,791.64	(18,594.97)	-49.20%	113,374.92
Professional Development	1,551.00	8,498.37	44,729.68	(36,231.31)	-81.00%	134,189.04
Department Admin			8,900.04	(8,900.04)	-100.00%	26,700.12

Citrus Heights Water District
Budget Performance Report
As of 4/30/2021

	April	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Dues & Subscriptions	2,297.45	116,156.28	69,307.68	46,848.60	67.60%	207,923.04
Fuel & Oil	4,388.72	16,123.95	21,080.00	(4,956.05)	-23.51%	63,240.00
General Supplies	16,714.63	28,004.54	23,066.64	4,937.90	21.41%	69,199.92
Insurance - Auto/Prop/Liab		70,238.06	34,000.00	36,238.06	106.58%	102,000.00
Leasing/Equipment Rental	1,054.91	7,878.05	13,300.00	(5,421.95)	-40.77%	39,900.00
Parts & Materials	57,519.41	108,046.79	18,333.32	89,713.47	489.35%	54,999.96
Postage/Shipping/Freight	4,826.86	20,343.55	57,500.00	(37,156.45)	-64.62%	172,500.00
Rebates & Incentives	545.00	2,420.00	11,333.32	(8,913.32)	-78.65%	33,999.96
Telecom/Network	3,449.72	12,348.85	22,713.32	(10,364.47)	-45.63%	68,139.96
Tools & Equipment	7,484.49	12,121.34	29,866.68	(17,745.34)	-59.42%	89,600.04
Utilities	407.33	2,069.55		2,069.55	0.00%	
Write-Off Bad Debt Exp		21.44	1,666.68	(1,645.24)	-98.71%	5,000.04
Capitalized G&A Contra	(19,584.14)	(138,540.29)		(138,540.29)	0.00%	
Capitalized Equipment Contra	(34,424.96)	(74,772.00)		(74,772.00)	0.00%	
	<u>81,177.46</u>	<u>419,372.69</u>	<u>583,763.72</u>	<u>(164,391.03)</u>	<u>-28.16%</u>	<u>1,751,291.16</u>
Professional & Contract Services						
Support Services	149,803.71	313,580.32	591,155.04	(277,574.72)	-46.95%	1,773,465.12
Legal Services	5,187.00	46,527.98	137,499.96	(90,971.98)	-66.16%	412,499.88
Printing Services	240.61	240.61	11,900.04	(11,659.43)	-97.98%	35,700.12
	<u>155,231.32</u>	<u>360,348.91</u>	<u>740,555.04</u>	<u>(380,206.13)</u>	<u>-51.34%</u>	<u>2,221,665.12</u>
Reserves & Debt Services						
Interest Expense		6,590.62	24,911.13	(18,320.51)	-73.54%	74,733.37
Net Increase(Decrease) in Value of Investments		14,738.10		14,738.10	0.00%	
		<u>21,328.72</u>	<u>24,911.13</u>	<u>(3,582.41)</u>	<u>-14.38%</u>	<u>74,733.37</u>
Total Operating Expenses	<u>665,029.09</u>	<u>3,156,805.93</u>	<u>4,344,041.13</u>	<u>(1,187,235.20)</u>	<u>-27.33%</u>	<u>13,032,123.37</u>
Net Income / (Expense)	<u>480,679.03</u>	<u>1,611,483.25</u>	<u>34,141.87</u>	<u>1,577,341.38</u>	<u>4619.96%</u>	<u>2,417,461.63</u>

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 4/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C16-134	Auburn Blvd-Rusch Park Placer	\$167,000	\$1,438	\$0	\$2,525	\$3,963	\$163,037
C19-108	6230 Sylvan East Wall	\$245,000	\$7,653	\$1,800	\$5,456	\$13,108	\$231,892
C20-040B	CH Electric Greenwy Bike Trail	\$0	\$411	\$0	\$0	\$411	(\$411)
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$1,676	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Construction in Progress		\$912,000	\$11,177	\$1,800	\$7,981	\$19,158	\$892,842
C21-010	Water Main Replacements	\$72,100	\$0	\$0	\$0	\$0	\$72,100
C21-011	Water Valve Replacements	\$103,000	\$0	\$6,851	\$16,274	\$16,274	\$86,726
C21-012	Water Service Connections	\$875,500	\$0	\$58,409	\$213,869	\$213,869	\$661,631
C21-013	Water Meter Replacements	\$500,000	\$0	\$1,260	\$75,172	\$75,172	\$424,828
C21-014	Fire Hydrants	\$164,800	\$0	\$19,961	\$19,961	\$19,961	\$144,839
Annual Infrastructure		\$1,715,400	\$0	\$86,481	\$325,276	\$325,276	\$1,390,124
C15-104B	Document Management System	\$244,639	\$5,361	\$0	\$0	\$5,361	\$239,278
C21-003	Fleet/Field Operations Equip	\$260,000	\$0	\$0	\$0	\$0	\$260,000
C21-004	Technology Hardware/Software	\$56,650	\$0	\$0	\$6,589	\$6,589	\$50,061
Fleet and Equipment		\$561,289	\$5,361	\$0	\$6,589	\$11,950	\$549,339
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,979	\$91	\$0	\$0	\$91	\$24,888
C19-106	Wells Ave Main 8"	\$219,003	\$30,302	\$346	\$3,289	\$33,591	\$185,412
C20-101	Fair Oaks Blvd	\$475,137	\$10,210	\$1,056	\$12,220	\$22,429	\$452,708
C20-102	Langley Ave & Chance Dr	\$504,057	\$46,739	\$3,268	\$9,282	\$56,020	\$448,037
C20-103	Marsala Ct	\$53,683	\$22,081	\$0	\$0	\$22,081	\$31,602
C20-104	Skycrest School	\$104,022	\$5,536	\$1,000	\$3,769	\$9,305	\$94,717
C20-105	Walnut Drive	\$105,247	\$3,732	\$1,773	\$8,651	\$12,383	\$92,864
C20-106	Wisconsin Drive	\$301,990	\$42,391	\$119,222	\$142,478	\$184,869	\$117,121
C21-101	Antelope & Rusch Park	\$187,741	\$0	\$475	\$1,161	\$1,161	\$186,580
C21-102	Old Auburn Road	\$91,459	\$0	\$0	\$0	\$0	\$91,459
C21-103	Pratt Ave	\$39,043	\$0	\$0	\$0	\$0	\$39,043

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 4/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C21-104	Mesa Verde HS	\$118,779	\$0	\$264	\$1,314	\$1,314	\$117,465
C21-105	Madison Ave & Dewey Dr	\$28,138	\$0	\$0	\$0	\$0	\$28,138
Water Mains		\$2,281,055	\$161,082	\$127,403	\$182,164	\$343,245	\$1,937,810
C21-005	Facilities Improvements	\$60,000	\$0	\$19,909	\$21,841	\$21,841	\$38,159
C21-040	Other City Partnerships	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-041	Other Misc Infrastructure	\$112,551	\$0	\$0	\$0	\$0	\$112,551
Miscellaneous Projects		\$285,102	\$0	\$19,909	\$21,841	\$21,841	\$263,261
C17-104	Groundwater Well Property Acq	\$640,000	\$370,943	\$0	\$6,065	\$377,008	\$262,992
C17-104A	Well #7 Patton	\$250,000	\$45,712	\$4,500	\$105,889	\$151,601	\$98,399
C17-104B	Well #8 Highland	\$0	\$37,483	\$0	\$198,641	\$236,124	(\$236,124)
C20-107	Well Design & Construction	\$1,105,500	\$0	\$0	\$0	\$0	\$1,105,500
C21-020	Groundwater Well Improvements	\$154,500	\$0	\$0	\$30,184	\$30,184	\$124,317
Wells		\$2,150,000	\$454,138	\$4,500	\$340,778	\$794,916	\$1,355,084
Grand Totals:		\$7,904,846	\$631,758	\$240,092	\$884,629	\$1,516,387	\$6,388,459

APRIL 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71233	The Virginia L Cook Separate P	Customer Refund	\$26.98
71234	Erik Erikson Revocable Trust	Customer Refund	\$98.27
71235	Jamie Smith	Customer Refund	\$112.02
71236	Rodney J/Jennifer D Miller	Customer Refund	\$207.52
71237	Kurt L Rooker	Customer Refund	\$21.28
71238	Kirill Vyskribov	Customer Refund	\$129.48
71239	Edward Thomas	Customer Refund	\$16.83
71240	Paige Timsak	Customer Refund	\$47.46
71241	ABA DABA Rentals & Sales	Supplies-Field	\$309.01
71242	ACWA	Continued Education	\$50.00
71243	Alexander's Contract Services	Contract Services-Meter Read	\$5,808.93
71244	Axiom Technologies LLC	Contract Services-Other	\$1,273.00
71245	Best Best & Krieger	Legal & Audit	\$9,435.46
71246	Bender Rosenthal Incorporated	Contract Services-Other	\$3,673.93
71247	California Landscape Associates Inc	Janitorial	\$460.00
71248	California Surveying & Drafting Supply	Small Tools	\$10.00
71249	Capio	Continued Education	\$65.00
71250	City of Citrus Heights	Permit Fees	\$68.90
71251	Cogsdale	Contract Services-Other	\$2,500.00
71252	Robin Cope	Health Insurance	\$457.00
71253	Sacramento County	Utilities	\$187.88
71254	Cybex	Equipment Rental-Office	\$179.52
71255	Ferguson Enterprises Inc #1423	Material	\$10,128.50
71256	Harris & Associates	Contract Services-Engineering	\$3,832.50
71257	Integrity Administrators Inc	Health Insurance	\$5,000.00
71258	IPMA-HR	Dues & Subscriptions	\$156.00
71259	Kei Window Cleaning #12	Janitorial	\$98.00
71260	Kirby's Pump and Mechanical, Inc	Wells Maintenance	\$30,183.50
71261	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$5,601.27
71262	Post Modern Marketing	Contract Services-Other	\$250.00
71263	Prime Auto Repair	Repair-Trucks	\$200.31
71264	Red Wing Shoe Store	Small Tools	\$714.84
71265	Regional Government Services	Contract Services-Other	\$402.50
71266	Sierra Safety	Small Tools	\$317.46
71267	SitelogIQ	Maintenance Agreement-Equipment	\$610.75
71268	SMUD	Utilities	\$20,601.78
71269	Sonitrol	Equipment Rental-Office	\$196.39
71270	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
71271	West Coast Arborists, Inc	Contract Services-Miscellaneous	\$1,500.00
71272	David S/Debra Greene	Customer Refund	\$227.38
71273	James P/Patricia Nye	Customer Refund	\$1,120.34
71274	William R/Linda S Nye	Customer Refund	\$140.94
71275	AIA Services, LLC/NDS	Water Conservation-Material/Supplies	\$1,572.95
71276	Bart/Riebes Auto Parts	Repair-Trucks	\$464.67
71277	Brake Masters #220	Repair-Trucks	\$65.08

APRIL 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71278	C.E. Cox Engineering Inc	Contract Services-Engineering	\$13,086.25
71279	FP Mailing Solutions	Equipment Rental-Office	\$164.86
71280	Future Ford	Repair-Trucks	\$174.63
71281	Hunt & Sons Inc	Gas & Oil	\$849.06
71282	Integrity Administrators Inc	Health Insurance	\$268.18
71283	Interstate Sales	Small Tools	\$235.95
71284	USPS	Postage	\$350.00
71285	Public Sector Excellence	Continued Education	\$95.00
71286	Republic Services #922	Utilities	\$423.01
71287	Response Structural Engineers, Inc	Contract Services-Financial	\$1,260.00
71288	Regional Government Services	Contract Services-Other	\$862.50
71289	Simon and Company Inc	Contract Services-Other	\$1,000.00
71290	S.I.C.H.	Dues & Subscriptions	\$45.00
71291	Tee Janitorial & Maintenance	Janitorial	\$2,989.00
71292	A. Teichert & Son, Inc.	Road Base	\$5,058.25
71293	United Rentals (North America) Inc	Equipment Rental-Field	\$1,159.12
71294	Williams+Paddon	Contract Services-Engineering	\$1,932.00
71295	Douglass B/Ronda S Vestal	Customer Refund	\$37.91
71296	Terry L/Karen C Villareal	Customer Refund	\$30.63
71297	Michael Ryan	Customer Refund	\$122.91
71298	Smith Family Trust	Customer Refund	\$151.82
71299	Wray A Lieblong Trust	Customer Refund	\$33.20
71300	John A/Joyce K Espinosa	Customer Refund	\$9.97
71301	Kevin R Fisher	Customer Refund	\$64.82
71302	Mary M Niles	Customer Refund	\$8.92
71303	Jonathan Young	Customer Refund	\$200.07
71304	Jennifer Frost	Customer Refund	\$191.92
71305	Gerald R Ayliffe	Customer Refund	\$25.37
71306	Aaron Bottini	Customer Refund	\$11.53
71307	Raymond Zeigler	Customer Refund	\$36.32
71308	Valeriy/Olga Gotishan	Customer Refund	\$21.22
71309	Alisha/ Daniel Willis	Customer Refund	\$22.99
71310	Andrey Y Vovkulin	Customer Refund	\$34.61
71311	Alan/Paula Kushnick	Customer Refund	\$43.18
71312	Green Acres Nursery & Supply	Customer Refund	\$1,399.30
71313	AFLAC	Employee Paid Insurance	\$290.48
71314	Blue Jay Trucking Inc	Contract Services-Other	\$2,970.00
71315	CirclePoint	Contract Services- Water Conservation	\$412.50
71316	City of Citrus Heights	Permit Fees	\$15,165.00
71317	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$5,187.00
71318	Consolidated	Telephone-Local/Long Distance	\$1,861.34
71319	Lorraine Diebels	Toilet Rebate Program	\$95.00
71320	ICMA Membership Renewals	Dues & Subscriptions	\$200.00
71321	Iconix Waterworks	Material	\$145.47
71322	Kaler/Dobler Construction Inc	Contract Services-Engineering	\$19,908.53

APRIL 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71323	Cheryl Buckwalter- Landscape Liaisons	Contract Services-Miscellaneous	\$570.00
71324	Regional Government Services	Contract Services-Other	\$3,897.75
71325	River City Staffing Group	Contract Services-Temporary Labor	\$6,063.75
71326	S.I.C.H.	Dues & Subscriptions	\$45.00
71327	Dennis Williamson	Toilet Rebate Program	\$150.00
71328	Lance Clifton Chiropractic	Customer Refund	\$170.33
71329	The Virginia L Cook Separate P	Customer Refund	\$213.35
71330	Cindy A McGlynn	Customer Refund	\$403.64
71331	Farid K Yousefi	Customer Refund	\$240.00
71332	Anatoliy/Diana Gontar	Customer Refund	\$203.00
71333	Joseph T/Chantal Todoroff	Customer Refund	\$19.23
71334	Eric J Fultz	Customer Refund	\$64.26
71335	Green Acres Nursery & Supply	Customer Refund	\$420.14
71336	AIA Services, LLC/NDS	Water Conservation-Material/Supplies	\$2,289.04
71337	Alexander's Contract Services	Contract Services-Meter Read Contract	\$2,371.93
71338	Axiom Technologies LLC	Services-Other	\$801.00
71339	Bart/Riebes Auto Parts	Repair-Trucks	\$215.45
71340	BSK Associates	Water Analysis	\$2,032.00
71341	Caltronics Business System	Small Office Equipment	\$199.34
71342	Capio	Continued Education	\$275.00
71343	City of Citrus Heights	Permit Fees	\$271.50
71344	County of Sacramento Municipal Services	Field Miscellaneous	\$50.00
71345	Sacramento County Utilities	Utilities	\$156.88
71346	Vadim/Karina Demchuk	Toilet Rebate Program	\$150.00
71347	GEI Consultants	Contract Services-Wells	\$10,956.00
71348	Harris & Associates	Contract Services-Engineering Supplies-	\$99,416.52
71349	Lowe's	Field	\$4,417.07
71350	Moonlight BPO LLC	Contract Services-Bill Print/Mail Dues &	\$4,129.26
71351	MSDSonline, Inc.	Subscriptions	\$2,162.00
71352	Nor Cal Perlite Inc	Supplies-Field	\$6,110.00
71353	Office Depot	Office Expense	\$83.83
71354	Red Wing Shoe Store	Small Tools	\$2,288.80
71355	Regional Government Services	Contract Services-Other	\$687.75
71356	River City Staffing Group	Contract Services-Temporary Labor	\$3,984.75
71357	Sagent	Social Media, Website, Media Relations	\$4,787.74
71358	SitelogIQ	Maintenance Agreement-Equipment	\$254.75
71359	WaterWise Consulting, Inc	Contract Services-Water Conservation	\$1,275.00
71360	Wolf Consulting	Contract Services-Other	\$4,750.00
71361	Kevin D Keller	Customer Refund	\$10.77
71362	Jackier Family Trust	Customer Refund	\$148.37
71363	Dan J Brown	Customer Refund	\$420.64
71364	Brian L/Kristine Hurley	Customer Refund	\$290.60
71365	John M Adkins	Customer Refund	\$21.61
71366	Peter Woodson	Customer Refund	\$115.50
71367	Eric P Beatty/Jeffrey S Patterson	Customer Refund	\$1,449.17

APRIL 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71368	Michael Cazanis	Customer Refund	\$10.57
71369	TKR Properties LLC	Customer Refund	\$38.82
71370	Emilee K Stevens	Customer Refund	\$111.36
71371	Craig A/Natalie B Salasky	Customer Refund	\$145.91
71372	Leslie A Thomas	Customer Refund	\$173.81
71373	ACWA	Continued Education	\$375.00
71374	Airgas USA, LLC	Supplies-Field	\$133.20
71375	Elsie Allard	Water Conservation- Other	\$50.00
71376	AnswerNet	Telephone-Answering Service	\$379.43
71377	AREA Restroom Solutions	Equipment Rental-Field	\$142.41
71378	Aiden Baker	Water Conservation -Other	\$50.00
71379	Shannon Ruth Baker	Water Conservation -Other	\$50.00
71380	Bender Rosenthal Incorporated	Contract Services-Other	\$2,196.42
71381	R&B Company	Material	\$2,118.32
71382	Corelogic Information Solutions Inc	Dues & Subscriptions	\$212.18
71383	Brier Dockendorf	Water Conservation-Other	\$50.00
71384	Ethan Wade Graphics	Water Conservation -Other	\$4,631.70
71385	Fast Action Pest Control	Contract Services-Miscellaneous	\$215.00
71386	Gladwell Governmental Services Inc	Contract Services-Financial	\$150.00
71387	Ferguson Enterprises Inc #1423	Material	\$34,599.06
71388	Hanson, Kristie	Water Conservation-Other	\$100.00
71389	Harris & Associates	Contract Services-Engineering	\$1,537.50
71390	Hunt & Sons Inc	Gas & Oil	\$1,365.34
71391	Iconix Waterworks	Material	\$1,131.38
71392	Raquel Junker	Water Conservation-Other	\$100.00
71393	Kei Window Cleaning #12	Janitorial	\$98.00
71394	MMANC	Dues & Subscriptions	\$75.00
71395	Kendall Nemeth	Water Conservation -Other	\$100.00
71396	One Print Source & Graphics	Printing	\$240.61
71397	Pace Supply Corp	Material	\$15,699.97
71398	Pacific Gas & Electric	Utilities	\$94.68
71399	Dylan Powell	Water Conservation-Other	\$50.00
71400	Prime Auto Repair	Repair-Trucks	\$1,566.94
71401	Rental Guys	Equipment Rental-Field	\$77.02
71402	River City Staffing Group	Contract Services- Temporary Labor	\$1,963.50
71403	Layla Rucker	Water Conservation -Other	\$50.00
71404	Augibi Rodrigue	Water Conservation -Other	\$50.00
71405	Kenadie Russell	Water Conservation -Other	\$50.00
71406	Yasmeen Sabala	Water Conservation -Other	\$50.00
71407	Sonali Sankar	Water Conservation -Other	\$50.00
71408	Susanne Slayton	Water Conservation -Other	\$100.00
71409	Verizon Wireless	Telephone-Wireless	\$1,588.38
71410	Warren Consulting Engineers Inc	Contract Services-Engineering	\$4,750.00
71411	Alexis Weaver	Water Conservation -Other	\$50.00
71412	Wex Bank	Gas & Oil	\$3,023.38

APRIL 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Total			<u>\$436,508.65</u>
ACH	1168-2021-3 IC	Bank Fee	\$5,412.00
ACH	4/18-4/26/21 MID AMERICA	Employee Paid Insurance	\$756.00
ACH	BOW MARCH 2021	Bank Fee	\$987.40
ACH	CALIFORNIA CHOICE MAY 2021	Health Insurance	\$43,117.70
ACH	CHASE MARCH 2021	Bank Fee	\$2,784.75
ACH	FP MAILING SOLUTIONS-POSTAGE	Equipment Rental-Office	\$1,000.00
ACH	ICMA 4/1/21 PAYDAY	Deferred Compensation	\$7,971.35
ACH	ICMA 4/15/21 PAYDAY	Deferred Compensation	\$8,071.35
ACH	ICMA 4/29/21 PAYDAY	Deferred Compensation	\$8,071.35
ACH	ICMA ROTH 4/1/21 PAYDAY	Deferred Compensation	\$100.00
ACH	ICMA ROTH 4/15/21 PAYDAY	Deferred Compensation	\$100.00
ACH	JP MORGAN MARCH 2021	See April Agenda Item CC-9	\$8,727.86
ACH	3/21-3/27/21 MID AMERICA	Employee Paid Insurance	\$505.00
ACH	4/4-4/10/21 MID AMERICA	Employee Paid Insurance	\$30.00
ACH	3/28-4/3/21 MID AMERICA	Employee Paid Insurance	\$20.00
ACH	PATTON AVE EXPENSE	Contract Services-Financial	\$4,500.00
ACH	PERS 3/18/21 PAYDAY	PERS	\$22,931.54
ACH	PERS 4/1/21 PAYDAY	PERS	\$22,643.94
ACH	PERS 4/15/21 PAYDA	PERS	\$22,745.82
ACH	PRINCIPAL	Health Insurance	\$188.33
ACH	PRINCIPAL MAY 2021	Health Insurance	\$8,710.51
ACH	VALIC 4/1/21 PAYDAY	Deferred Compensation	\$2,027.51
ACH	VALIC 4/15/21 PAYDAY	Deferred Compensation	\$2,027.51
ACH	VALIC 4/29/21 PAYDAY	Deferred Compensation	\$2,127.51
Total			<u>\$175,557.43</u>
Grand Total			<u><u>\$612,066.08</u></u>

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

Name	Tools & Equipment	General Supplies	District Events & Recognition	Maintenance / Licensing	Dues & Subscription	Total Bill
Shockley	\$ 1,905.86	\$ 1,279.55	\$ 1,048.65			\$ 4,234.06
Talwar				\$ 275.00	\$ 3.99	\$ 278.99
Spiers	\$ 2,618.31					\$ 2,618.31
Moore			\$ 98.97			\$ 98.97
Total Bill	\$ 4,524.17	\$ 1,279.55	\$ 1,147.62	\$ 275.00	\$ 3.99	\$ 7,230.33

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : May 4, 2021
 PREPARED BY : Brittney Moore, Management Analyst

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

Administrative Services

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Madeline Henry	Yes		Coordinating logistics for Strategic Planning session. Prepared staff reports for April Board Meeting.
Dana Mellado		Encountered a data problem where a customer's bill was consistently showing the incorrect amount. Worked with IT to find a solution; then spent time correcting the account back to 2015 to solve the issue.	Coordinated the collection of billing information for a public records request.
Brittney Moore	Yes		Assisted with set-up for hybrid April Board Meeting. Coordinated Anthem EAP Orientation.
Alberto Preciado	Yes		

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
David Rucker	Yes	Assisted with getting employees set up to view Employee Assistance Program Orientation. Worked with Customer Service staff to find a solution for an ongoing billing issue.	Assisted with set-up for hybrid April Board Meeting.
Kayleigh Shepard	Yes		Retrieved billing information for a public records request.
Beth Shockley		Assisted with pulling A/P information for a public records request.	
Desiree Smith		Encountered a data problem where a customer's bill was consistently showing the incorrect amount. Worked with IT to find a solution; then spent time correcting the account back to 2015 to solve the issue.	Assisted her team lead in accessing the County's parcel viewer after an upgrade caused access issues.

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes	Worked on a Friday for a private development project.	Provided QA/QC on scanning 166 easements.
Timothy Katkanov			Provided QA/QC on scanning 166 easements.

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Christopher Bell	Yes		Helped remove a swing set from a newly acquired District property. Helped test backflows during a staff outage.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Brady Chambers	Yes		
Jarrett Flink			Helped remove a swing set from a newly acquired District property.
Brian Hensley	Yes		
Rick Jimenez	Yes		
Ricky Kelley	Yes		
Mike Mariedth	Yes		
Chris Nichols	Yes		Volunteered to hold stand-by duty for an employee out due to an injury.
Jace Nunes	Yes		Helped remove a swing set from a newly acquired District property.
John Spinella		Customer called to commend John for his professionalism when investigating a water leak on Main Sail Cir. Described John as “an all-round nice guy”	

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
MAY 19, 2021 MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : May 11, 2021
 PREPARED BY : Madeline A. Henry, Administrative Services Manager

OBJECTIVE:
 Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA

MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
June 16, 2021					
June 16, 2021		Agreement for Audit Services	Preciado/Talwar	CC	A
June 16, 2021		Updated Wheeling Water Rate	Scott	CC	A
June 16, 2021		Agreement with Response Structural Engineers	Pieri	CC	A
June 16, 2021		Consider Professional Services Agreement for the District-wide Easement Project	Pieri	CC	A
June 16, 2021		Adoption of the Urban Water Management Plan (UWMP)	Scott	PH	A
June 16, 2021		Finance Corporation, Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp.	Preciado/Talwar	B	A
July- Cancelled- Summer Recess					
August 18, 2021					
August 18, 2021		Approval of 2022 Strategic Plan	Henry/Talwar	CC	A
August 18, 2021		Award of Contract for Fair Oaks Boulevard Water Main Replacement Project	Pieri	CC	A
August 18, 2021		Branding & Marketing Update	Henry	P	I/D
August 18, 2021		CIP Update	Pieri	P	I/D
August 18, 2021		Water Meter Replacement Study	Scott	B	A
August 18, 2021		2022 Budget Workshop	Talwar	B	A
September 15, 2021					
September 15, 2021		Boring and Potholing Agreement	Pieri	CC	A
September 15, 2021		Aquifer Storage and Recovery (ASR) Study Update	Scott/Hensley	SS	I/D
September 15, 2021		2022 Budget- Proposed	Talwar	B	A
September 15, 2021		Branding & Marketing Update	Henry	B	A
October 20, 2021					
October 20, 2021		Misc. Charges and Fees- Proposed	Talwar	B	A
October 20, 2021		Collaboration Study	Churchill/Wood	B	A
November 17, 2021					
November 17, 2021		On-Call Concrete Agreement	Scott	B	A
November 17, 2021		2022 Budget Adoption	Talwar	B	A
December 15, 2021					
December 15, 2021		District Officers	Henry	B	A
December 15, 2021		Selection of President and Vice President	Henry	B	A
December 15, 2021		Representatives and Alternatives	Henry	B	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : May 4, 2021
 PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Director of Engineering and Project Manager	Yes, Mid-late 2021 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	<p>Top Alternative Implementation Plan developed and discussed at CAC Workshop #8 on 09/10/19.</p> <p>Draft report submitted to CHWD on 01/06/20.</p> <p>Board Presentation expected in mid-late 2021.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Director of Engineering and Project Manager	Yes, 07/17/19 (Award of Contract)	Yes	Masterplan for office space requirements through 2045.	Staff to present findings to Board.
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd Perimeter Wall	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	Wall along the east side of District property. 2020 design.	District's Engineer preparing Lot Line Adjustment. Arborist report completed. Preliminary plans being prepared.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>CAPITAL IMPROVEMENT PROJECT Robie Way - Water Main</p>	<p>Engineering</p>	<p>Project Manager and Senior Construction Inspector</p>	<p>Yes, 08/19/20 (Award of Contract)</p>	<p>Yes</p>	<p>2020 design, 2020 construction.</p>	<p>District received 8 easements from Placer County Recorder's office on 03/22/21.</p> <p>1 additional easement submitted to Placer County Recorder's office on 03/04/21.</p> <p>100% Complete. Closing out project.</p> <p>Received recorded Notice of Completion and sent to Contractor on 02/25/21.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>CAPITAL IMPROVEMENT PROJECT - Wells Ave - Water Main Project</p>	<p>Engineering</p>	<p>Project Manager and Senior Construction Inspector</p>	<p>Yes, 12/16/20 (Award of Contract)</p>	<p>Yes</p>	<p>2020 design, 2021 construction.</p>	<p>Easement acquisition complete. Waiting to record until construction complete.</p> <p>Award of Contract approved at the 12/16/20 Board Meeting.</p> <p>Construction started on 04/06/21. 10% Complete.</p>
<p>CAPITAL IMPROVEMENT PROJECT - Wisconsin Dr - Water Main Project</p>	<p>Engineering</p>	<p>Project Manager and Senior Construction Inspector</p>	<p>Yes, 12/16/20 (Award of Contract)</p>	<p>Yes</p>	<p>2020 design, 2021 construction.</p>	<p>CHWD to submit easements to County Recorders in May.</p> <p>Award of Contract approved at the 12/16/20 Board Meeting.</p> <p>Construction started 03/01/21. 99% Complete.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>CAPITAL IMPROVEMENT PROJECT - Skycrest School Water Service Replacement</p>	<p>Engineering</p>	<p>Project Manager and Assistant Engineer</p>	<p>No</p>	<p>Yes</p>	<p>2020 design, 2021 construction.</p>	<p>SJUSD staff presented Intent to Convey on 04/13/21.</p> <p>Final SJUSD Board approval anticipated on 05/11/21.</p> <p>Anticipate construction to be completed by Operations in summer 2021.</p>
<p>CAPITAL IMPROVEMENT PROJECT - Walnut Drive Water Service Project</p>	<p>Engineering</p>	<p>Project Manager and Assistant Engineer</p>	<p>No</p>	<p>Yes</p>	<p>2021 design, 2021 construction.</p>	<p>4 of 5 easements acquired.</p> <p>Plans are 100% complete.</p> <p>Anticipate construction to be completed by Operations in Spring 2021.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Langley Ave & Chance Way Water Main Project	Engineering	Project Manager and Assistant Engineer	Yes, 05/19/21 (Anticipated Award of Contract)	Yes	2021 design, 2021 construction.	Easement acquisition (4) complete. Out to bid on 03/31/21. Pre-bid meeting on 04/13/21. Bid Opening on 05/04/21. Anticipated Award of Contract at May Board Meeting.
CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd Water Main Project	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2021 construction.	District preparing final plans. Potholing completed in April.
CAPITAL IMPROVEMENT PROJECT - Mesa Verde High School Water Main Project	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	District & SJUSD discussing easement. Survey completed. 30% Plans being prepared.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Antelope - Rusch Park Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2021 construction.	District & Sunrise Recreation & Park District discussing easement. Survey completed. District preparing 60% plans.
CAPITAL IMPROVEMENT PROJECT - Old Auburn Road Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	District to begin design.
CAPITAL IMPROVEMENT PROJECT - Pratt Avenue Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	District obtaining Task Order for Engineering Services.
CAPITAL IMPROVEMENT PROJECT - Madison Ave & Dewey Dr Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	District to begin design.

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Seniors apartment complex with 42 one bedroom and 68 two bedroom units.</p>	<p>District provided additional comments on first submittal on 12/28/20.</p> <p>District received second submittal on 03/31/21.</p>
<p>PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Parcel being split into 3 for 3 home subdivision.</p>	<p>District received third submittal on 03/10/21 and provided comments on 03/29/21.</p> <p>Awaiting final plans and payment of plan check fees.</p>
<p>PRIVATE DEVELOPMENT 208 Langley Ave Parcel Split 1 - 2</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Parcel being split into 2 lots. New single family home construction on one lot.</p>	<p>District sent correspondence to property owner on 04/20/20.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village Phase 1</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Redevelopment of Sunrise Village.</p>	<p>Plans signed on 10/21/20.</p> <p>Revision #1 signed on 03/03/21.</p> <p>Revision #2 signed on 03/30/21.</p> <p>Fees paid for Phase 1.</p> <p>Awaiting final plans and payment of plan check & inspection fees for Pad 3 (Cocos).</p> <p>Demolition has begun.</p>
<p>PRIVATE DEVELOPMENT 7969 Madison Ave Orchard Apts Storage Units</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Demo tennis courts to make storage unit with sprinkler system.</p>	<p>Payment received for Fees on 04/01/20.</p> <p>District signed plans on 11/23/20.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7435 Stock Ranch Rd USPI Surgical Center	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-use outpatient surgical center.	Plan Check Fees paid on 03/24/20. District signed plans on 08/18/20. Preconstruction Meeting occurred on 12/09/20.
PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed multi-unit housing complex for low-income and homeless.	All fees paid. District signed plans on 03/23/21. Precon occurred on 04/26/21. Awaiting construction.
PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed memory care facility.	Received schematic plans on 05/08/19. Will-Serve letter sent on 05/20/19.
PRIVATE DEVELOPMENT Livoti Development	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Awaiting final plans & payment of plan check fees.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7951 Antelope Rd American River Collegiate Academy	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Will Serve Letter sent 10/13/20. Awaiting submittal from developer's engineer.
PRIVATE DEVELOPMENT 7800 Greenback Ln Raising Cane's	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	All fees paid. Plans approved. Precon occurred on 04/21/21.
PRIVATE DEVELOPMENT 8030 Greenback Ln Popeye's Louisiana Chicken	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Received first submittal on 03/31/21 and District provided comments on 04/15/21.
PRIVATE DEVELOPMENT 7301 Greenback Ln Safeway Fire Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Interior Tenant Improvements and Fire Improvements.	District reviewed and signed final plans on 10/14/20. Awaiting payment of final fees and start of construction.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 8556 Pheasant Ridge Ln Fire Improvements</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Extension of water main, addition of fire hydrant, and fire sprinklers.</p>	<p>District has no additional comments on plans as of 02/16/21.</p> <p>All fees paid on 03/11/21.</p> <p>Awaiting final plans.</p>
<p>PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments & Annexation</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes (Resolution adopted for Annexation - 12/16/20)</p>	<p>No</p>	<p>Annexation and proposed apartments.</p>	<p>Annexation fees paid.</p> <p>Adoption of Resolution approving annexation occurred at the 12/16/20 Board Meeting.</p> <p>Received planning level documents on 04/06/21 and District provided comments on 04/13/21.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT Huntington Square</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>New fire service and domestic water service for additional apartments.</p>	<p>District received second submittal 01/18/21.</p> <p>District provided comments on 01/28/21.</p> <p>Easement required for fire hydrant.</p>
<p>CITY OF CITRUS HEIGHTS PROJECT Bonita Wy, Garry Oak Dr, & Twin Oaks Ave Storm Drain Improvements</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>Yes</p>	<p>Bonita Wy, Garry Oak Dr & Twin Oaks Ave Storm Drain Project.</p>	<p>Plans signed on 05/06/20. Revised plans on 03/29/21.</p> <p>Water relocation to be performed by Operations prior to storm drain improvements.</p> <p>Gas lines relocation by PG&E completed in September 2020.</p> <p>Anticipate bid and start of construction in mid-2021.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Chula Vista Dr Storm Drain Improvements	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Chula Vista Dr Storm Drain Project.	Project is on hold at the City as of 09/24/20.
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.	District prepared Cost Liability letter to the City of Citrus Heights on 06/27/19. Received signed plans from City's engineer on 01/29/21. Anticipated start of construction in May 2021.
CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Complete Streets Phase 2	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north.	District received plans for review on 02/05/21 and provided comments on 03/08/21. District provided Cost Liability letter on 03/25/21.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Electric Greenway Bike Trail	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Bike Trail.	District received Cost Liability letter from the City on 10/09/20. District awaiting further information from City's consultant regarding Cost Liability Letter.
COUNTY OF SACRAMENTO AC Overlay Project - SB1 Phase 3 & 4	Engineering	Director of Engineering and Assistant Engineer	No	No	AC Overlay Project on Kenneth Ave (Oak Ave to Central Ave) and Madison Ave (Dewey Dr to San Juan Ave)	District coordinating raising and lowering of water facilities.
District-wide Easement Project	Engineering	Director of Engineering, Project Manager and Assistant Engineer	Yes, Presentation to Board to review Scope of Work of the Request for Proposal on 03/17/21. (06/16/21) Anticipated Award of Contract	Yes	Research and review District facility locations and easements for potential additions/revisions.	Released Request for Proposal on 03/25/21. Proposals received on 04/27/21. Anticipated Award of Contract at the June Board Meeting.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>Review CEQA process for Capital Improvement Projects (CIPs)</p>	<p>Legal</p>	<p>Assistant General Counsel Joshua Nelson and Director of Engineering</p>	<p>TBD</p>	<p>Yes</p>	<p>Review existing CEQA process for CIPs. Update and revise as necessary.</p>	<p>Staff will conduct an initial scoping meeting in Q2 2021.</p> <p>For all other projects, an environmental consultant is hired to oversee the CEQA process.</p>

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : May 3, 2021
 PREPARED BY : Tim Cutler, Water Distribution Supervisor
 Rebecca Scott, Director of Operations

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	Apr.	Year to Date		Apr.	Year to Date
Backflow Maintenance	0	0	C21-010 Water Mainline	0	0
Blow Off Maintenance	0	41	C21-011 Water Valves	2	5
Hydrant Maintenance	30	372	C21-012 Water Services	29	111
Leak Investigation	0	1	C21-013 Water Meters	25	131
Mainline Repair/Maintenance	0	2	C21-014 Fire Hydrants	3	3
Meter Box Maintenance	3	15	C21-103 Pot Hole Main	0	0
Meter Register Replacement	17	77	TOTAL	59	250
Meter Repair/Test/Maintenance	0	5	Water Quality		
Pot Hole Work	0	0	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.</i>		
Water Service Repair/Locate	2	6			
Valve, Mainline Maintenance	131	685			
Valve Box Maintenance	1	5			
TOTAL	184	1,209			

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
MAY 19, 2021 MEETING**

SUBJECT : 2021 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : May 3, 2021
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor

OBJECTIVE:

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

Month	2013	2016	2017	2018	2019	2020	2021				Year-to-Date Comparison to 2013	
	Total Water Monthly acre feet						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
							acre feet					
Jan	602.52	539.60	506.81	531.38	520.86	519.03	491.47	84.07	575.54	575.54	-26.98	-4.5%
Feb	606.36	484.53	443.99	525.73	447.48	589.8	401.12	84.05	485.17	1,060.71	-148.17	-12.3%
Mar	819.55	517.56	546.60	540.78	516.87	654.31	420.62	180.40	601.02	1,661.73	-366.70	-18.1%
Apr	1,029.73	677.81	575.52	646.09	682.90	767.24	726.48	275.48	1,001.96	2,663.69	-394.47	-12.9%
May	1,603.43	979.49	1,138.72	1,072.27	977.41	1,168.99						
Jun	1,816.73	1,343.76	1,412.94	1,387.03	1,328.07	1,475.82						
Jul	2,059.21	1,544.57	1,650.76	1,737.13	1,582.40	1,682.83						
Aug	1,924.28	1,579.80	1,570.80	1,583.78	1,603.36	1,660.59						
Sep	1,509.82	1,257.91	1,441.76	1,330.19	1,297.12	1,381.14						
Oct	1,297.42	840.80	1,128.97	1,061.88	1,083.17	1,185.00						
Nov	911.55	561.82	631.55	807.7	839.06	779.34						
Dec	700.94	518.62	574.43	558.97	548.17	620.34						
Total	14,881.54	10,846.27	11,622.85	11,782.93	11,426.87	12,484.43	2,039.69	624.00	2,663.69	2,663.69		
% of Total							76.57%	23.43%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : May 3, 2021
PREPARED BY : Brian Hensley Water Resources Supervisor

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of May 1, 2021, storage in Folsom Lake (Lake) was at 360,333 acre-feet, 37 percent of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 581 acre-feet in the past month.

The District's total water use during the month of April 2021 (1001.96 acre-feet) was 3 percent below that of April 2013 (1029.73 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
 STATUS : Information Item
 REPORT DATE : May 4, 2021
 PREPARED BY : Rebecca Scott, Director of Operations

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

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of April 2021 included:
 - Two High Efficiency Toilet (HET) rebates were processed. This compares to one HET rebates processed in April 2020.
 - The District is processing High-Efficiency Clothes Washer (HECW) rebates in-house. There have been zero rebates processed year to date. The District is reaching out to customers on social media and our website to promote the HECW rebate program.
 - There were four smart irrigation controllers installed for customers in April. A total of 16 Smart irrigation controllers have been installed year to date.
- Seven Pressure Reducing Valve (PRV) rebates have been issued year to date. One PRV inspection is pending. Pending PRV inspections are in the process of being scheduled or the District is waiting for the customer to complete the installation of the PRV.
- 24 service calls were completed in April. There were seven reports of water waste received in April through CHWD's Water Efficiency web page. Staff continues reaching out to customers via telephone for water waste violations and leak notifications.
- The District is now holding safety meetings using Zoom presentations. The April safety meeting topics included "Shoring" and "Fuel Safety."
- The upcoming 2021 virtual WaterSmart class schedule is as follows:
 - June 17: Tree Care 101
 - September 16: Sylvan Ranch Community Garden (1 Year Later)

All classes are held at noon on Thursdays. Attendees can participate in a live Q & A session during each presentation. All virtual classes are being archived on CHWD's website and on YouTube, where they can be viewed any time.

- CHWD has three garden plots at the Sylvan Ranch Community Garden featuring water efficient landscaping. The plots are being used as an education area for activities, such as workshops,

demonstrations and presentations. CHWD is working with a customer based volunteer “Garden Corps.” These volunteers are now maintaining the plots by removing weeds and checking the irrigation system and controller timers. A WaterSmart class is planned to be held at the SRCG on September 16, 2021 at noon.

- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date for 2021:

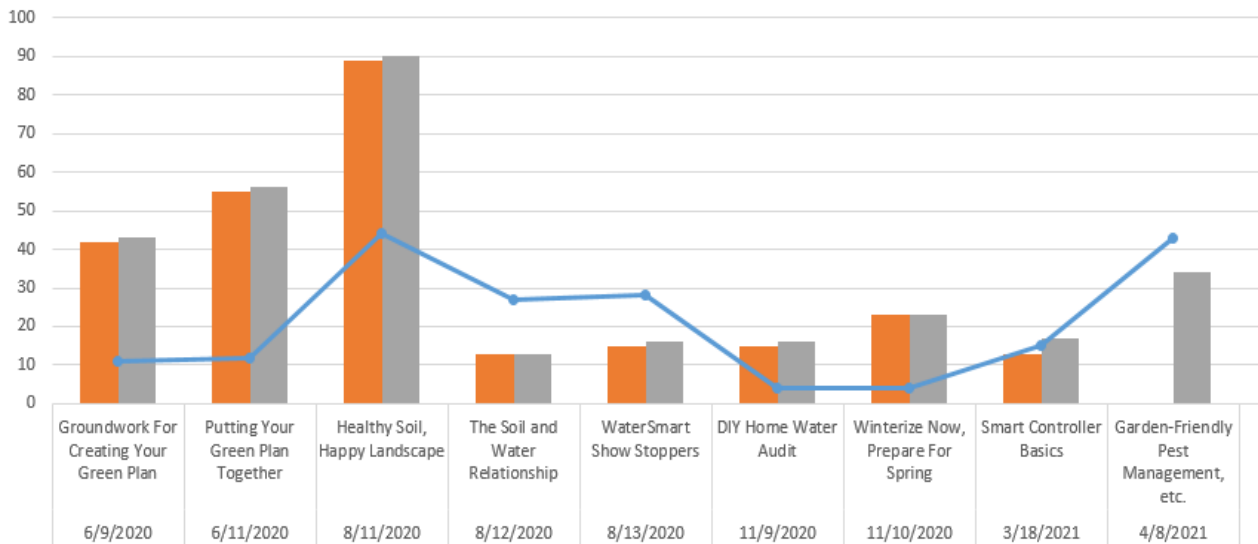
Month	R-GPCD 2020	R-GPCD 2021	% CHANGE
January	76	84	+10.5%
February	92	78	-15.2%
March	95	88	-7.3%
April	116	135	+16.3%
May			
June			
July			
August			
September			
October			
November			
December			

- The following table summarizes the service requests and work orders of Water Efficiency staff for April 2021:

WORK ORDERS	Apr. 2021	Apr. 2020
CHANGE TOUCH-READ TO RADIO READ	3	1
CONVERT TO RADIO-READ METER	3	3
METER BOX MAINTENANCE	2	3
METER REPAIR	0	0
METER REPLACEMENT	0	0
METER TESTING	0	0
REGISTER REPLACEMENT	11	14
RADIO-READ REGISTER REPLACEMENT	3	3
INSTALL METER	22	2
TOTAL	44	26

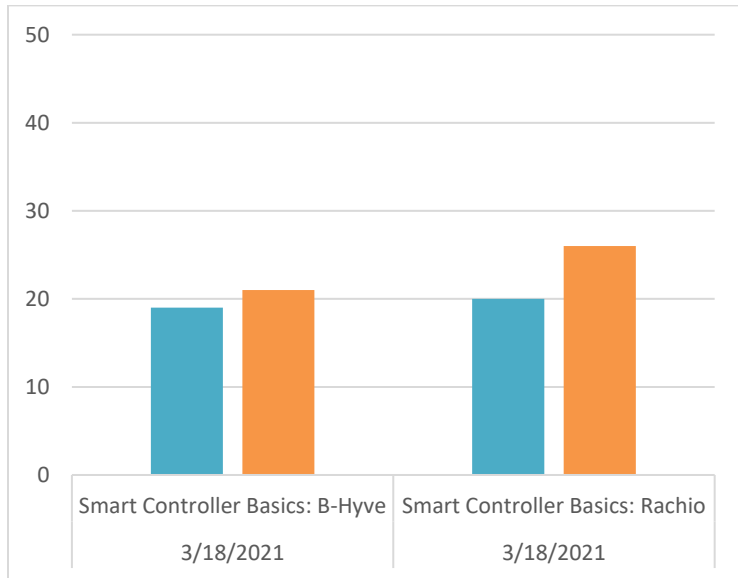
SERVICE REQUESTS	Apr. 2021	Apr. 2020
CONSERVATION REQUEST	24	6
WATER EFFICIENCY REVIEWS	5	3
HIGH EFFICIENCY TOILET REBATES	2	0
CHECK FOR LEAK	0	0
UNABLE TO OBTAIN METER READ	50	57
TRIM SHRUBS	12	12
METER BURIED	34	40
METER MAINTENANCE	40	32
LOCKED GATE	2	10
RE-READ METER	15	2
READ METER	0	7
METER BOX MAINTENANCE	1	3
MOVE-IN/MOVE-OUT	33	19
CAR OVER METER	11	26
TOTAL	229	217

WaterSmart Class Viewership



█ = Viewership, Mar. 31, 2021
█ = Viewership, May 3, 2021
 Line = live attendees

Standalone Video Viewership: Smart Controller Basics



■ = Viewership, Apr. 5, 2021
■ = Viewership, May 3, 2021

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH RAWLES ENGINEERING, INC. FOR THE LANGLEY AVENUE AND CHANCE WAY WATER MAIN PROJECT

STATUS : Action Item

REPORT DATE : May 4, 2021

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

OBJECTIVE:

Consider acceptance of a bid to install water mains along Langley Avenue and Chance Way.

BACKGROUND AND ANALYSIS:

The Langley Avenue and Chance Way Water Main Project (Project) will complete a capital improvement project that is part of the District’s 1999-2029 Capital Improvement Plan. This Project appears in the 2021 Capital Projects Budget as the Langley Avenue and Chance Way Water Main Project (C20-102). The Project includes installing 1,388 linear feet of 8-inch water main, 69 linear feet of 6-inch water main, three (3) 8-inch gate valves, three (3) 6-inch gate valves, three (3) steamer fire hydrants, one (1) 1” air/vacuum valve, three (3) 1-inch metered water services, seven (7) 1-inch water services with curb stops, and one (1) water service reconnection at main.

The District received five (5) sealed proposals on May 4, 2021, at which time proposals were opened and read publicly. The apparent low bidder is Rawles Engineering, Inc., Folsom, Ca. Bids received are as follows:

1. Rawles Engineering, Inc.	\$324,680.00
2. Suulutaaq, Inc.	\$356,109.00
3. Flowline Contractors, Inc.	\$363,722.00
4. Martin General Engineering, Inc.	\$423,800.00
5. C. E. Cox Engineering, Inc.	\$497,495.00

The lowest responsive bid received was from Rawles Engineering, Inc., at \$324,680.00 as noted above. This bid was approximately 7.7% below the Engineering Estimate of \$351,855.00. There are sufficient funds within the 2021 adopted Capital Projects Budget for this Project.

RECOMMENDATION:

Accept the bid of Rawles Engineering, Inc. in the amount of \$324,680.00 and establish a contingency fund in the amount of \$32,468.00 (10%), for a total amount of \$357,148.00. Authorize the General Manager to execute an agreement with Rawles Engineering, Inc.

ATTACHMENT:

Langley Avenue and Chance Way Water Main Project Construction Agreement

ACTION:

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

LANGLEY AVENUE AND CHANCE WAY WATER MAIN PROJECT

SPECIFICATIONS FOR PROJECT NO. C20-102



CONSTRUCTION AGREEMENT



**CITRUS
HEIGHTS**
**WATER
DISTRICT**

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

916/725-6873 • 916/725-0345 Fax

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**SECTION 00100
NOTICE INVITING BIDS**

NOTICE INVITING BIDS

Citrus Heights Water District ("District") will receive sealed bids for the Langley Avenue and Chance Way Water Main Project no later than May 4, 2021 at 2:00 pm, at the Administrative Office of Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610, at which time said bids will be read aloud. **If bids are being dropped-off, please call (916) 725-6873 prior to arrival to coordinate drop-off as the District is closed to the public due to COVID-19.** The District will not accept late bids. Bids shall be valid for 60 calendar days after the bid opening date.

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

The Project consists of all Work described in the Contract Documents and generally consists of furnishing of all labor, materials, tax, equipment and services for the construction and completion of the following work all within the roadways of Langley Avenue and Chance Way within Placer County. The work to be completed includes, but is not limited to, installing 1388 linear feet of 8-inch water main, 69 linear feet of 6-inch water main, three (3) 8-inch gate valves, three (3) 6-inch gate valves, three (3) steamer fire hydrants, one (1) 1" air/vacuum valve, three (3) 1-inch metered water services, seven (7) 1-inch water services with curb stops, and one (1) 1-inch water service reconnect at main.

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

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

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

Complete sets of the Bid Forms must be used in preparing bids. The District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete

SECTION 00100
NOTICE INVITING BIDS

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

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

A MANDATORY Pre-Bid Conference will be held at **6230 Sylvan Road, Citrus Heights, CA 95611** on the following date and time: April 13, 2021 at 9AM. Each and every Bidder MUST attend the Pre-Bid Conference. Bids WILL NOT be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference. **The meeting will be held outside. Proper social distancing will be implemented, as necessary. Masks are required. Only one (1) person will be allowed from each firm. Please enter through the south gate (Gate 2).**

The last day to submit written questions is April 27, 2021 before 5:00 PM. Submission shall be sent via email to Paul Dietrich at pauld@chwd.org. An addendum will be created to address all questions and sent to all attendees of the Mandatory Pre-Bid Conference via email by end-of-day April 29, 2021.

The District's preliminary cost estimate for this Project is \$351,855.00

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

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

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

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the District's offices, 6230 Sylvan Road, Citrus Heights, California 95610, or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder

SECTION 00100
NOTICE INVITING BIDS

SECTION 00100
NOTICE INVITING BIDS

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

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

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

California Class A General Engineering Contractor.

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

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

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

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

END OF NOTICE INVITING BIDS

SECTION 00100
NOTICE INVITING BIDS

SECTION 00200
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

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

2. EXAMINATION OF CONTRACT DOCUMENTS

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

3. INTERPRETATION OF CONTRACT DOCUMENTS

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

Paul Dietrich
Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, CA 95610
e-mail: pauld@chwd.org

and received no later than April 27, 2021 before 5:00PM.

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

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

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

5. ADDENDA

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

6. ALTERNATE BIDS

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

7. COMPLETION OF BID FORMS

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

8. MODIFICATIONS OF BIDS

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

9. DESIGNATION OF SUBCONTRACTORS

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

10. LICENSING REQUIREMENTS

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

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

11. SIGNING OF BIDS

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

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

12. BID GUARANTEE (BOND)

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

13. SUBMISSION OF SEALED BIDS

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

14. DELIVERY AND OPENING OF BIDS

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

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

15. WITHDRAWAL OF BID

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

16. BASIS OF AWARD; BALANCED BIDS

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

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

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

18. INSURANCE REQUIREMENTS

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

19. AWARD PROCESS

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

20. FILING OF BID PROTESTS

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

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

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

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

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

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

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

21. WORKERS COMPENSATION

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

22. RETENTION AND SUBSTITUTION OF SECURITY

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

23. PREVAILING WAGES

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

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

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

25. IRAN CONTRACTING ACT CERTIFICATION

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

26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

27. REQUEST FOR SUBSTITUTIONS

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

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

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

29. EXECUTION OF CONTRACT

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

END OF INSTRUCTIONS TO BIDDERS

**SECTION 00400
BID FORM**

BID FORM

NAME OF BIDDER: _____

Rawles Engineering Inc

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

**LANGLEY AVENUE AND CHANCE WAY
WATER MAIN PROJECT**

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

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

Bid Item	Description	Quantity	Units	Unit Cost	Price
1	Mobilization. (8% Max. of total)	1	Lump Sum	25,000	25,000
2	Sheeting, shoring and bracing. (1% Max. total)	1	Lump Sum	3,100	3,100
3	Traffic control plan and implementation. (5% Max. of total)	1	Lump Sum	8,000	8,000
4	Storm water pollution prevention implementation. (1% Max. of total)	1	Lump Sum	2,500	2,500
5	Install 8" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.)	1388	Lineal Feet	100	138,800
6	Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	31	Lineal Feet	200	6,200
7	Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main. (Trench depth 60" Max.)	38	Lineal Feet	150	5,700
8	8" connection to existing 8" water main.	2	Each	6,000	12,000
9	6" connection to existing 6" water main.	1	Each	4,500	4,500

**SECTION 00400
BID FORM**

**SECTION 00400
BID FORM**

Bid Item	Description	Quantity	Units	Unit Cost	Price
10	Install 8" resilient wedge gate valve.	3	Each	1,800	5,400
11	Install 6" resilient wedge gate valve.	3	Each	1,200	3,600
12	Install wet barrel steamer fire hydrant.	3	Each	10,000	30,000
13	Install concrete fire hydrant access pad.	3	Each	1,000	3,000
14	Install 1" air/vacuum valve – below ground.	1	Each	5,300	5,300
15	Install 1" metered water service.	3	Each	2,700	8,100
16	Install 1" water service with curb stop.	7	Each	2,300	16,100
17	Reconnect 1" water service at main.	1	Each	1,000	1,000
18	1 1/4" PVC water line reconnection to customer line.	60	Lineal Feet	30	1,800
19	3" Max. depth Asphaltic Concrete (AC) paving restoration.	6530	Square Feet	6.00	39,180
20	Concrete Restoration.	50	Square Feet	50	2,500
21	Landscape Restoration.	400	Square Feet	1.00	400
22	Remove existing valve box.	1	Each	500	500
23	Remove 2" service saddle and install repair band on water main.	1	Each	2,000	2,000

Bidders must provide pricing for every bid item.

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

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

**SECTION 00400
BID FORM**

SECTION 00400
BID FORM

the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the District may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

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

\$ 324,680⁰⁰
Total Bid Price in Numbers

Three hundred twenty four thousand six hundred eighty dollars
Total Bid Price in Written Form *& no cents*

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

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

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

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

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 383999, Expiration Date 11/30/21, class of license A. Bidder certifies that it and all sub-contractors are registered with the Department of Industrial Relations to perform public work, Registration No. 1000015250 (provide DIR for all sub-contractors, separate pages may be attached as needed). If the bidder is a joint venture, each member of the joint venture must include the above information.

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

SECTION 00400
BID FORM

**SECTION 00400
BID FORM**

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

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

Name of Bidder Rawles Engineering Inc
Signature Carrie Rawles
Name and Title Carrie Rawles President
Dated 5/3/21

END OF BID FORM

**SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder Rawles Engineering, Inc
Signature Carrie Rawles
Name Carrie Rawles
Title President
Dated 5/3/21

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410
BID BOND

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
Principal has submitted the accompanying bid dated May 4, 2021, for _____
Langley Avenue and Chance Way Water Main Project
(INSERT PROJECT NAME).

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this
instrument under their several seals this 15 Day of April, 2021, the name
and corporate seal of each corporation.

(Corporate Seal)

Rawles Engineering, Inc.
Contractor/ Principal

By [Signature]

Title President

Western Surety Company

(Corporate Seal)

Surety

By [Signature]

Elizabeth Colodi, Attorney-in-Fact

Title

(Attach Attorney-in-Fact Certificate)

Western Surety Company

151 N. Franklin St, 17th Floor

Chicago, IL 60606

800-331-6053

SECTION 00410
BID BOND

Notary Acknowledgment

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

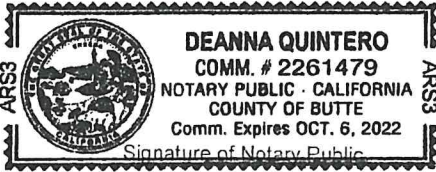
STATE OF CALIFORNIA
COUNTY OF Butte

On April 15, 2021, before me, Deanna Quintero, Notary Public, personally appeared Elizabeth Collodi, 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.

Deanna Quintero

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Tony Clark, Renee Ramsey, Elizabeth Collodi, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Stephanie Agapoff, Jennifer Lakmann, Marissa Robinson, Mary Collins, Jessica Monlux, Samantha Watkins, Deanna Quintero, K Corey Ward, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of March, 2021.



WESTERN SURETY COMPANY

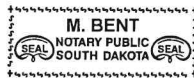
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of March, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of April, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

SECTION 00420
NON-COLLUSION DECLARATION

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Rawles Engineering Inc. the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/3/21 [date], at 109 Natomas Street Folsom [city], California [state].

CRawley

(Signature)

Carrie Rawles

(Print Name)

President

(Print Title)

5/3/21

(Date)

END OF NON-COLLUSION DECLARATION

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number Telephone Number

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

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

5.1 Under what other or former names has Bidder's organization operated?: _____

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

6.1 Date of Incorporation: 7/29/1979

6.2 State of Incorporation: California

6.3 President's Name: Carrie Rawles

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

6.5 Secretary's Name: Tyler Rawles

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

6.6 Treasurer's Name: Ryan Rawles

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

7.1 Date of Organization:

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

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

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

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

Installation of pipeline, water services, fire hydrants
directionally bores, hot taps

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

n

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

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

no

13.0 List Trade References:

Pace Supply PO Box 6407 Rohnert Park CA 94927
ICONIX WATERWORKS PO Box 1516 Snohomish WA 98291
Teichert Aggregates PO Box 13557 Sacramento CA 95853

14.0 List Bank References (Bank and Branch Address):

Wells Fargo Bank
1113 E Bidwell St
Folsom CA 95630
916 983-7603 1800-Call-Wells

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

Western Surety Company
Liz Colodi Interwest Insurance 916 488 3100
PO Box 8110 Chico CA 95927

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

(See Attached)

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
N/A				

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

(See Attached)

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name/ Phone Number

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

CONTRACTOR INFORMATION AND EXPERIENCE FORM

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

management, construction supervision or engineering capacity.

(See Attached)

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

2. Summarize each person's specialized education:

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

4. Summarize such experience:

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.

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



Citrus Heights Water District

May 3, 2021

Attn: Paul Dietrich

RE: Potholing Services

General Experience and List of References (Potholing/Pipeline Projects)

Dear Paul,

First may I say thank you on behalf of all of us here at Rawles Engineering for allowing us the opportunity to bid your work. We currently have a contract and perform work for you and your company, and are already providing ongoing emergency repairs of various scopes, and planned water main replacements.

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

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

Possibly the most important benefit to having Rawles Engineering for your contractor is that two of our corporate officers will be the ones doing all aspects of the job. The two individuals who are authorized to negotiate with the district and sign contracts on behalf of the company are myself (Ryan Rawles, Corporate Treasurer) and Scott Rawles, Rawles Engineering President. One, if not both of us, will be

meeting with your representatives in the field, physically doing the work, and also responsible for then billing it out. We do all of our own work, including hot taps, no subs used. All aspects of the work, from start to finish, every time.

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

Project Team

A: Ryan Rawles with Rawles Engineering Inc., Project Foreman, Estimator, Treasurer. Full time employment with Rawles Engineering since May 23, 2005. Handling all aspects of the business; from bidding/estimating, takeoffs, bonding/insurance, PR and communications, excavating, pipe fitting/laying, emergency leak repair, paving, concrete, directional drilling and boring, hot taps, tie ins, etc.

B. Carrie Rawles with Rawles Engineering Inc., Owner. . Full time employment with Rawles Engineering since July 1978. Handling all aspects of the business; from bidding/estimating, takeoffs, bonding/insurance, accounts billable/receivable, PR and communications.

C. Scott Rawles with Rawles Engineering Inc., Vice President. . Full time employment with Rawles Engineering since July 1978. Handling all aspects of the business; from bidding/estimating, takeoffs, bonding/insurance, excavating, pipe fitting/laying, emergency leak repair, paving, concrete, directional drilling and boring, hot taps, tie ins, etc.

D. Ryan Yount with Rawles Engineering Inc., Foreman . Full time employment with Rawles Engineering since July 2005 Handling all aspects of the business; managing crews, excavating, pipe fitting/laying, emergency leak repair, paving, concrete, directional drilling and boring, hot taps, tie ins, etc.

E. Tyler Rawles with Rawles Engineering Inc., Foreman . Full time employment with Rawles Engineering since July 2005 Handling all aspects of the business; managing crews, excavating, pipe fitting/laying, emergency leak repair, paving, concrete, directional drilling and boring, hot taps, tie ins, etc.

F. Entire Crew with Rawles Engineering Inc. Full time for entire crew of 13 for Approx 12-25 years, all very experienced in excavating, pipe fitting/laying, emergency leak repair, paving, concrete, directional drilling and boring, hot taps, tie ins, etc.

"References"

Owner: Golden State Water Company

Contacts: Sean Twilla, Dane Sinagra, Ernie Giesler, Dennis Usrey, 11200 Coloma Road, Rancho Cordova, CA 95670, 916-635-1867x11 or fax 916-635-1992,

sean.twilla@gswater.com dane.sinagra@gswater.com , dennis.usrey@gswater.com,
erauback@gswater.com.

1. July 2012: Arden Way To Richmond : GSWC Project No: 1170148: Approx. 235 lf of 8" new water, 1 new fire hydrants, paving and tie in/connections, approx. 400,000.00
2. May 2012: Luella Ct and Forestlake Dr: GSWC Project No: 11800758: Approx. 240 lf of 8" new water main with 13 new water service connections, 1 new fire hydrants, paving and tie in/connections, approx. 250,000.00
3. October 2012: Chase Dr. from Octavia to Coloma Rd: GSWC Project Number No: 11800738 Approx. 3255 lf of 8", 10" and 12" new water main with 14 new water service connections, 4 new fire hydrants, paving and tie in/connections, approx. 495,000.00
4. May 2011: Morse Ave Plant Site Improvements: GSWC Project No: 11700142: Repair and updating of existing well plant including new 8" pipe connection, new 1" backflow, paving and concrete, etc. approx. 35,000.00
5. November 2010: Newton and Dawes Water Main Replacement: GSWC Project No: 11800710 Approx. 1250 lf of 8" new water main with 38 new water service connections, 3 new fire hydrants, paving and tie in/connections approx. 425,000.00
6. May 2012: Water Meters (Discovery Village/Promontory Point): GSWC Project No: 118-1231-11500110W: Installation of approx. 160 new water meters and appurtenances and replacement of concrete driveways. Approx. 200,000.00
7. November 2013: Daniel and Doyle Water Main Replacement: GSWC Project No: 11811049 Approx. 1650 lf of 8" new water main with 43 new water service connections, 3 new fire hydrants, paving and tie in/connections (2013) approx. 400,000.00
8. December 2013: Coloma Estates Water Meter Project: Installation of approx. 168 new water meters, water services to appartments, and appurtenances and replacement of asphalt and streets (2013) approx. 385,000.00
9. August 2014- Ambassador Meter Project: Installation of approx. 80 new water meters, water services approx. 205,000.00
10. June 2015- Brenda Way Water Main Replacement: Approx. 800 lf of 8" new water main with 23 new water service connections, 3 new fire hydrants, paving and tie in/connections approx. 300,000.00
11. 2016 Dead End Fire Hydrant Runs: Install approx. 9 new flushing fire hydrant and blow off devices in cul-de-sacs around Rancho Cordova. Approx 95,000.00
12. 2016 Dawes Water Meter Installs: Installation of approx. 40 new water meters and appurtenances in backyards, and upgrading of duplex plumbing. Approx. 112,000.00
13. April 2021: Las Casas Way Water Main Replacement: GSWC Project Number No: 11811459 Approx. 2800 lf of 8" new water main with 60 new water service connections, 4 new fire hydrants, paving and tie in/connections, approx. 895,000.00
14. General Maintenance and Emergency Repair of services and water mains in Arden and Rancho Cordova Systems. Previous/Past 36 year's experience. (current)

Owner: Citrus Heights Water District

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

1. September 2012: Kalamazoo Dr. Water Main Replacement: Approx. 555 lf of 8" new water main with 10 new water service connections, 2 new fire hydrants, paving and tie in/connections approx. 125,000.00
2. September 2012: North Lea Way Water Main Replacement: Approx. 655 lf of 8" new water main with 5 new water service connections, 2 new fire hydrants, paving and tie in/connections, approx. 125,000.00
3. September 2012: Kalamazoo Dr. Water Main Replacement: Approx. 555 lf of 8" new water main with 10 new water service connections, 2 new fire hydrants, paving and tie in/connections approx. 125,000.00
4. September 2012: Baird Way Water Main Replacement: Approx. 450 feet of 6" and 8" new water main with 15 services, and 1 fire hydrant and tie tie in/connections. Approx. 100,000.00
5. September 2013: Walnut Ave Water Main Replacement: Approx. 1400 lf of 8" new water main with 10 new water service connections, 2 new fire hydrants, paving and tie in/connections, approx. 150,000.00
6. September 2013: Northgrove Water Main Replacement: Approx. 1000 lf of 6" new water main with 16 new water service connections, 2 new fire hydrants, paving and tie in/connections, approx. 130,000.00
7. February -April 2015: Sonora/Hansen Water Main Replacement Phase 3: Installation of approx. 60 new water services from main to meter box as well as customer in track service lines, approx. 990 lf of 8" C900, and 500 lf of 6" C-900, and other pipeline work. Approx. 935,000.00
8. March 2020-May 2020: Michigan and Cologne Dr: Installation of approx. 16 new water services from main to meter box as well as customer in track service lines, approx. 900 lf of 8" C900, and 600 lf of 6" C-900, and other pipeline work. Approx. 335,000.00

Owner: Sacramento Suburban Water District

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

1. **2005 On Going Maintenance On Call Contract: Current**
2. November 2014: Root Ave Water Main Replacement: Approx. 1000 lf of 8" new water main with 10 new water service connections and customer service lines, 2 new fire hydrants, paving/concrete and tie in/connections, approx. 295,000
3. April 2012: Adelheid/ Ireland Water Main Replacement: Approx. 220 ft of new 8" water main, with approx. 10 services with 1 new fire hydrant and paving /concrete, tie in/connections. Approx.. 200,000.00
4. April 2012: Helena/Plover Water Main Replacement: Approx. 120 ft of new 6" water main, with approx. 6 services with 1 new fire hydrant and paving/ concrete, tie in/connections, approx. 150,000.00
5. September 2008: Robertson and Cowan Circle Water Main Replacement: Approx. 3000 lf of 8" and 12" new water main with 25 new water service connections and customer service lines, 5 new fire hydrants, paving/concrete and tie in/connections, inverts. Approx. 475,000.00
6. September 2007: Larchmont and Painter Water Main Replacement: Approx. 1000 lf of 8" new water main with 10 new water service connections and customer service lines, 2 new fire hydrants, paving/concrete and tie in/connections, approx. 295,000.00

7. September 2005: Parkoaks Water Main Replacement: Approx. 3500 lf of 8" new water main with 45 new water service connections and customer service lines, 6 new fire hydrants, paving/concrete and tie in/connections, approx. 495,000.00
8. February 2010: Evergreen Well Waste Water Drain Project: Installation of Approx 60 lf of new 8" Drain Line and build/installation of 1 new storm drain manhole. Approx. 30,000.00
9. January 2010: Orange Grove Well Waste Water Drain Project: Installation of Approx 460 lf of new 8" Drain Line and build/installation of 2 new storm drain manholes. Approx. 35,000.00

Owner: California American Water District

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

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

Owner: Fair Oaks Water District

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

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

Owner: City Of Folsom

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

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

Owner: City Of Lincoln

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

1. July 25, 2016- October 10, 2016t: Approx. 2200 lf of 8” new water main with 54 new water service connections and customer service lines, 5 new fire hydrants, paving/concrete and tie in/connections, approx. 505,000.00
2. April 23, 2018- August 15, 2018: Approx. 4900 lf of 8” new water main with 63 new water service connections and customer service lines, 11 new fire hydrants, paving/concrete and tie in/connections, approx. 1,824,000.00
3. August 16, 2018- November 29, 2018: Approx. 6000 lf of 8” new water main with 100 new water service connections and customer service lines, 9 new fire hydrants, paving/concrete and tie in/connections, approx. 2,000,000.00

Owner: Carmichael Water District

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

4. June 2016: White Wood Lane Water Main Replacement: Approx. 600 lf of 8” and new water main with approx. 12 new water service connections and customer service lines, 1 new fire hydrants, paving/concrete and tie in/connections, approx. 160,000.00
5. November 2016: Lines Lane Water Main Replacement: Approx. 900 lf of 8” and new water main with approx. 12 new water service connections and customer service lines, 1 new fire hydrants, paving/concrete and tie in/connections, approx. 190,000.00
6. April 2017: Boyer Dr Water Main Replacement: Approx. 1000 lf of 6”and 8” and new water main with approx. 14 new water service connections and customer service lines, 1 new fire hydrants, paving/concrete and tie in/connections, approx. 205,000.00
7. March 1, 2018 to May 1, 2018: Arden way Water Main Replacement Phase 1: Approx. 1300 lf of 8” and new water main with approx. 4 new water service connections and customer service lines, 1 new fire hydrants, paving/concrete and tie in/connections, approx. 670,000.00
8. February 1, 2019- April 30, 2019 : Arden way Water Main Replacement Phase 2: Approx. 3000 lf 6” of 8” and new water main with approx. 42 new water service connections and customer service lines, 4 new fire hydrants, paving/concrete and tie in/connections, approx. 930,000.00
9. August 2020 to January 2020: Grant/Sue Pam/ Whitney/ Fair Oaks Blvd Water Main Replacement Phase 1: Approx. 6000 lf 6” of 8” and new water main with approx. 75 new water service connections and customer service lines, 9 new fire hydrants, paving/concrete and tie in/connections, approx. 2,930,000.00
10. **3 year on call maintenance contract/Daily Maintenance** issues around Sacramento with Foreman Scott Bare, everything from Fire Hydrant and service replacements, to emergency leak repair, paving, concrete. (Current)

Owner: San Juan Water District

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

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

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

Thank you for considering Rawles Engineering Inc

Sincerely,

Ryan Rawles

Rawles Engineering

C 916 337 2803

O 916 351 1302

ryanrawles@hotmail.com

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Additional Bidder's Statements:

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

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 Rawles Engineering Inc
Signature Charles
Name Charles Rawles
Title President
Dated 5/4/21

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

LIST OF SUBCONTRACTORS FORM

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

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

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

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
		<i>none</i>		

SECTION 00440
LIST OF SUBCONTRACTORS FORM

Name and Title Carru Rawles President

Dated 5/4/21

END OF LIST OF SUBCONTRACTORS FORM

**SECTION 00441
IRAN CONTRACTING ACT CERTIFICATION**

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2200 et seq.)**

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

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

Signed Crawley
Titled President
Firm Rawls Engineering Inc
Date 5/4/21

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

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00500

CONTRACT

CONTRACT

THIS CONTRACT is made this ____ Day of _____, 2021, in the County of Sacramento, State of California, by and between the Citrus Heights Water District, hereinafter called District, and Rawles Engineering, Inc. hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

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

Langley Avenue and Chance Way Water Main Project

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

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

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Three Hundred Twenty Four Thousand, Six Hundred Eighty Dollars (\$324,680.00), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

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

SECTION 00500

CONTRACT

SECTION 00500
CONTRACT

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

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

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

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

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

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

SECTION 00500
CONTRACT

SECTION 00500
CONTRACT

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

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

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

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

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

**SECTION 00500
CONTRACT**

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

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

END OF CONTRACT

**SECTION 00610
PERFORMANCE BOND**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

**SECTION 00610
PERFORMANCE BOND**

SECTION 00610
PERFORMANCE BOND

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

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

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

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

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

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

SECTION 00610
PERFORMANCE BOND

**SECTION 00610
PERFORMANCE BOND**

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or _____

Representative for service of _____

process in California, if different _____

from above) _____

(Telephone number of Surety and _____

Agent or Representative for service _____

of process in California

**SECTION 00610
PERFORMANCE BOND**

**SECTION 00620
PAYMENT BOND**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

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

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

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

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

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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.

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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

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ARTICLE 1. DEFINITIONS

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

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

ARTICLE 2. CONTRACT DOCUMENTS

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

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

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

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

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

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

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

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

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

a. **Existing Utilities**

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

b. **Utility Location**

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

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

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

c. Utility Relocation and Repair

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

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

ARTICLE 6. SCHEDULE

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

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ARTICLE 7. SUBSTITUTIONS

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

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

ARTICLE 8. SHOP DRAWINGS

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

ARTICLE 9. SUBMITTALS

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

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

ARTICLE 10. MATERIALS

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

ARTICLE 11. CONTRACTOR'S SUPERVISION

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

ARTICLE 12. WORKERS

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

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

ARTICLE 13. SUBCONTRACTORS

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

ARTICLE 14. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

ARTICLE 15. PERMITS AND LICENSES

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

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

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

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

ARTICLE 16. UTILITY USAGE

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

ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES

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

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ARTICLE 18. TRENCHES

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

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

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

ARTICLE 19. DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 20. REMOVAL OF HAZARDOUS MATERIALS

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

ARTICLE 21. SANITARY FACILITIES

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

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ARTICLE 22. AIR POLLUTION CONTROL

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

ARTICLE 23. COMPLIANCE WITH STATE STORM WATER PERMIT

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

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

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

ARTICLE 24. CLEANING UP

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

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

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

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ARTICLE 26. EXCESSIVE NOISE

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

ARTICLE 27. TESTS AND INSPECTIONS

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

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

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

ARTICLE 28. PROTECTION OF WORK AND PROPERTY

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

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

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

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

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

ARTICLE 29. CONTRACTORS MEANS AND METHODS

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

ARTICLE 30. AUTHORIZED REPRESENTATIVES

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

ARTICLE 31. HOURS OF WORK

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

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ARTICLE 32. PAYROLL RECORDS

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

ARTICLE 33. PREVAILING RATES OF WAGES

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

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

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

ARTICLE 34. EMPLOYMENT OF APPRENTICES

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

ARTICLE 35. LABOR COMPLIANCE

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

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this contract and applicable law in its bid.

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

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

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

ARTICLE 36. CONTRACTOR AND SUBCONTRACTOR REGISTRATION

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

ARTICLE 37. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

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

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

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

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

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

ARTICLE 38. LABOR/EMPLOYMENT SAFETY

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

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

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

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

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

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

ARTICLE 39. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

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

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

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

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

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

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

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ARTICLE 43. MOBILIZATION

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

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

ARTICLE 44. PAYMENTS

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

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

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

ARTICLE 45. PAYMENTS WITHHELD AND BACKCHARGES

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

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

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

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

ARTICLE 46. CHANGES AND EXTRA WORK

a. Change Order Work.

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

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

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

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

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

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

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

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

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

ARTICLE 47. OCCUPANCY

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

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ARTICLE 48. INDEMNIFICATION

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

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

ARTICLE 49. RECORD ("AS BUILT") DRAWINGS

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

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

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

ARTICLE 50. RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 51. DISTRICT'S RIGHT TO TERMINATE CONTRACT

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

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

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

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

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

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

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

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

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

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

ARTICLE 52. WARRANTY AND GUARANTEE

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

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

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

ARTICLE 53. DOCUMENT RETENTION & EXAMINATION

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

ARTICLE 54. SOILS INVESTIGATIONS

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

ARTICLE 55. SEPARATE CONTRACTS

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

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

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

ARTICLE 56. NOTICE AND SERVICE THEREOF

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

ARTICLE 57. NOTICE OF THIRD PARTY CLAIMS

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

ARTICLE 58. STATE LICENSE BOARD NOTICE

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

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

ARTICLE 59. INTEGRATION

- a. This Contract, together with its incorporated documents, contains the entire, integrated agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void.

- b. Any modification of this Contract shall be effective in in writing signed by all parties hereto. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

ARTICLE 60. ASSIGNMENT

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

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

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

ARTICLE 62. ASSIGNMENT OF ANTITRUST ACTIONS

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

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

ARTICLE 63. PROHIBITED INTERESTS

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

ARTICLE 64. LAWS AND REGULATIONS

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

ARTICLE 65. PATENT FEES OR ROYALTIES.

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

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ARTICLE 66. OWNERSHIP OF DRAWING

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

ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

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

END OF GENERAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

SPECIAL CONDITIONS

SP – 1 DIFFERING SITE CONDITIONS

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

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

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

SP – 2 USE OF STANDARDS

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

SP – 3 DESCRIPTION OF BID ITEMS

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

SP – 4 DAMAGE TO PAVEMENT AND CONCRETE

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

END OF SPECIAL CONDITIONS

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SPECIAL CONDITIONS**

**SECTION 00900
GENERAL SPECIFICATIONS**

LANGLEY AVENUE AND CHANGE WAY WATER MAIN PROJECT
C20-102

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

1. SCOPE OF WORK

The work shall include installing:

- 1388 lineal feet of 8" Class 305 DR 14 PVC Pipe
- 38 lineal feet of 6" Class 305 DR 14 PVC Pipe
- 31 lineal feet of 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)

The work shall also include installing:

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

The work shall also include installing:

- Three (3) Steamer Fire Hydrants

The work shall also include installing:

- One (1) 1" air/vacuum relief valve

The work shall also include installing:

- Three (3) 1" metered water service
- Seven (7) 1" water services with curb stops
- One (1) 1" water service reconnect at main

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

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

**SECTION 00900
GENERAL SPECIFICATIONS**

2. DISTRICT FURNISHED ITEMS

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

3. CONTRACTOR FURNISHED ITEMS

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

**SECTION 00900
GENERAL SPECIFICATIONS**

4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

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

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

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

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

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

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

**SECTION 00900
GENERAL SPECIFICATIONS**

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GENERAL SPECIFICATIONS**

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

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

Bid Item 4, Storm Water Pollution Prevention Implementation: Includes procurement and placement of all storm water pollution protection materials and equipment, and fulfillment of all other requirements as specified in the Project Plan. The Contractor shall coordinate required inspections with the County of Placer Encroachment Inspector and the District Inspector. The Contractor shall comply with changes to the approved storm water pollution protection plans as required by the County of Placer Encroachment Inspectors and the District Inspector. The contract lump sum price paid for Storm Water Pollution Prevention Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved with Storm Water Pollution Prevention Implementation, including filter bags, gravel filled bags, geotextile fabric or erosion control blankets, staples, temporary fiber rolls, stakes, and removal of all storm water pollution protection materials and equipment from the site upon completion of work and as directed by the County and District Inspectors.

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

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

See *CONSTRUCTION DETAILS "TREN_712", "TREN_713PC", "Plate 433", and "Plate 434"*.

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

See *CONSTRUCTION DETAILS "TREN_712", "TREN_713PC", "Plate 433", and "Plate 434"*.

Bid Item 7, Install 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) Water Main (Trench Depth 60" Max.): Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 6" CL305 DR 14 AWWA C900-07 Polyvinylchloride (PVC) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS "TREN_712", "TREN_713PC", "Plate 433", and "Plate 434"*.

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

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

See *PROJECT PLANS, Sheet 5, Note 3.*

Bid Item 9, 6" Connection to Existing 6" Water Main: Includes connecting newly constructed 6" water main to existing 6" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as

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

See *PROJECT PLANS, Sheet 8, Note 5*.

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

See *CONSTRUCTION DETAILS "VB_811"*.

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

See *CONSTRUCTION DETAILS "VB_811"*.

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

See *CONSTRUCTION DETAILS "FH_613SP"*.

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

See *CONSTRUCTION DETAILS "FH_683"*.

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

See *CONSTRUCTION DETAILS "AV_412", "TREN_721", "TREN_722", "TREN_723PC", "Plate 433", and "Plate 434"*.

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Bid Item 15, Install 1" Metered Water Service: Includes the installation of a 1" polyethylene metered water service as specified by directional boring or open-cut trenching. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, meter setter, non-detectable locator tape, backfill, compaction, and temporary paving. Includes removing and reinstalling the existing water meter at the new location and removing the existing meter setter and meter box. Includes cutting, capping, and abandoning the existing water line. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS* "WS_100PE", TREN_721", "TREN_722", "TREN_723PC", "Plate 433", and "Plate 434".

Bid Item 16, Install 1" Water Service with Curb Stop: Includes the installation of a 1" polyethylene water service as specified by directional boring. Includes installation of a 1" curb stop and connecting to customer's existing 1" meter setter at the existing meter box with all brass fittings as required. Includes excavating and reinstalling the existing meter box to proper grade with new 2" x 6" pressure treated Douglas Fir supports and replacing the 3/4" clean crushed rock. Includes cutting, capping, and abandoning the existing water service. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, and excavation, non-detectable locator tape, #10 insulated copper locator wire, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS* "WS_108PE", Detail TREN_721", "TREN_722", and "TREN_723PC", "Plate 433", and "Plate 434".

Bid Item 17, Reconnect 1" Water Service at Main: Includes the reconnection of an existing 1" polyethylene water service at the location of the new water main as specified by excavating. Includes construction saw cutting and removal of existing paving, potholing, and excavation, locator tape, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.

See *Exhibit G, Construction Detail* "WS_109PE", Detail TREN_721", and "TREN_723PC".

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

See *PROJECT PLANS, Sheet 6, Note 4.*

See *PROJECT PLANS, Sheet 7, Note 8.*

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Bid Item 19, 3" Max. Depth Asphaltic Concrete (AC) Paving Restoration: This work includes removal of temporary paving, surface preparation, subsurface compaction as necessary and installation of 1/2" aggregate Asphalt Concrete to a 3" Maximum depth (installed in 2" maximum lifts) in accordance with County of Placer Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right -of-way. Includes Slurry Seal used for surface restoration which shall comply with County of Placer Standard Construction Specifications. Includes replacement of pavement striping, lettering, and reflective buttons, disturbed during the project and as directed by the Inspector.

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

The contract unit price paid per square foot for 3" Asphaltic Concrete (AC) Paving Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in 3" Asphaltic Concrete Paving Restoration, including Slurry Seal, including all pavement striping, lettering, and reflective buttons, complete in place, as shown on the plans, as specified in these specifications, and as directed by the District Inspector. Payment shall be based upon the quantity of paving restoration, not the quantity of Slurry Seal.

See *CONSTRUCTION DETAILS "TREN _713PC", "TREN _723PC", "Plate 431", and "Plate 432"*.

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

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

See *SPECIAL PROVISIONS, Concrete Restoration*.

Bid Item 21, Landscape Restoration – Lawn or Planter Area: This work consists of restoring customer's lawn or planter area to its original or better condition prior to water installation. Includes sod removal and replacement or reinstallation, grading, mulching,

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irrigation and sprinkler systems, and a general site cleanup. Payment shall be at the contract price per each unit, complete.

See *SPECIAL PROVISIONS, Landscape Restoration*.

Bid Item 22, Remove Existing Valve Box: Includes removing and disposing of an existing water main valve box and cutting the existing access riser 12-inches minimum below grade. Includes $\frac{3}{4}$ " aggregate base backfill, mechanical compaction to 95%, and temporary paving. Payment shall be at the contract unit price, complete.

See *PROJECT PLANS, Sheet 5, Note 8*.

Bid Item 23, Remove 2" Service Saddle and Install Repair Band on Water Main: Includes removing and disposing of an existing water service saddle and installation of a 12" minimum length stainless steel repair band. Includes $\frac{3}{4}$ " aggregate base or native backfill, mechanical compaction to 95%, and temporary paving if required. Payment shall be at the contract unit price, complete.

See *PROJECT PLANS, Sheet 7, Note 10*.

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5. ORDER OF WORK

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

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

6. BACTERIOLOGICAL TESTING PROCEDURE AND TIMETABLE

Before project construction begins:

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

During project:

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

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

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

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

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

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

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

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

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

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

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

---24-hour notification period---

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

7. EXCAVATION AND POTHOLING

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

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

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

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

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

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

8. REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

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

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

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

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

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

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

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

9. HOURS OF WORK

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

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

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

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10. MATERIAL SUBMITTALS

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

Submittal List

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

11. VARIATIONS FROM PLANS AND SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS

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

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

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

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

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12. CALIFORNIA CONTRACTOR'S LICENSE CLASSIFICATION

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

13. SUBCONTRACT DOCUMENTS

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

14. PERMIT FOR CONSTRUCTION WATER

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

15. SAFETY AND HEALTH PROVISIONS

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

16. INJURY AND ILLNESS PREVENTION/HAZARD COMMUNICATION

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

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17. PRE-CONSTRUCTION CONFERENCE

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

18. PROJECT MEETINGS

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

19. CONSTRUCTION SCHEDULE

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

20. EMERGENT MATTERS AFTER HOURS

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

21. EMERGENCY CONTACT AND CONTRACTOR RESPONSE

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

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

22. TRENCH AND EXCAVATION COMPETENT PERSON ASSIGNMENT AND RESPONSIBILITIES

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

**SECTION 00900
GENERAL SPECIFICATIONS**

Trench and Excavation “Competent Person” Assignment

PROJECT NAME: _____

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

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

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

As such, the individual has the ability to detect:

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

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

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

Designated by:

Signature: _____ Date _____

Name _____ Title _____

_____ Title _____ Date _____

Signature of individual assigned as Competent Person:

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

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

**SECTION 01000
SPECIAL PROVISIONS**

**LANGLEY AVENUE AND CHANCE WAY WATER MAIN PROJECT
C20-102**

1. Traffic Control Requirements

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

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

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

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

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

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

3. Damage to Pavement and Concrete

The Contractor shall provide all necessary protection to existing pavement and concrete so as to avoid scraping, gouging, imprinting, cracking edges or otherwise causing damage during the entire Project. The Contractor shall exercise caution to avoid damaging pavement along the edge of pavement where the water main is to be installed on the shoulder of the roadway. The District Inspector or the County of Placer Encroachment Inspector shall direct the contractor to repair any damage as deemed necessary. The Contractor shall repair said damage using methods required by the Inspector or shall agree to an alternative method in advance of said repairs. All costs of repairs to existing pavement and concrete due to damage caused by the Contractor shall

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be solely the responsibility of the Contractor.

4. Storage of Equipment and Materials

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

Storage of equipment and materials within the County of Placer right-of-way shall require coordination with the District Inspector and the County of Placer Encroachment Inspector. Requirements of the Encroachment Permit shall prevail.

5. Minimum Cover

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

6. Backfill, Compaction, and Compaction Testing

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

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

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

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

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

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

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

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

7. Thrust Blocks

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

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

8. Temporary Trench Restoration

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

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

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9. Service Valve Locations and Meter Installations

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

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

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

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

10. Connection to Existing Services

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

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

11. Flushing Service Lines

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

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

12. Bronze Service Saddles

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

13. Corporation Stops and Ball Valves

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

14. Brass Fittings

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

15. Compression Couplings

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

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

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

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

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

17. Resilient Wedge Gate Valves

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

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ANSI/NSF 61.

The valve shall have a 250 psig working pressure.

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

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

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

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

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

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

18. Chlorination and Flushing

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

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

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

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

19. Sprinklers

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

20. Concrete Restoration

◆ **Materials**

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

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

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

◆ **Installation**

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

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

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

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◆ **Saw-cutting**

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

◆ **Placement**

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

◆ **Vandalism**

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

21. Landscape Restoration

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

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

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

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- 8. Cleanup
- 9. Restoration of Sprinkler Systems

◆ **Sod Removal and Replacement**

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

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

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

◆ **Ground Cover Removal and Replacement**

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

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

◆ **Shrub Removal and Replacement**

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

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◆ **Pruning**

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

◆ **Grading**

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

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

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

◆ **Mulching**

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

◆ **Weed Retardant Fabric Replacement**

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

◆ **Cleanup**

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

◆ **Guarantee and Replacement**

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

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22. Maintaining Traffic, Public Convenience and Safety

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

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

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

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

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

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

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

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

Any closure or detour of pedestrian access for Contractor's convenience shall be

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

23. Public Notification

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

24. Construction Layout and Staking

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

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

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

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

Contractor Responsibilities:

- Discuss scheduling of staking needs for Contractor operations and time estimates of staking operations with the District Inspector. Staking needs shall be included on the biweekly schedule updates.

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- Request construction stakes a minimum of three (3) working days in advance of starting an operation that will use the stakes (i.e. if stakes are to be used Thursday, the staking request shall be submitted on Monday). Weekends and holidays are not considered working days.
- Submit suitable requests for construction stakes, ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within five (5) days of staking.
- Coordinate construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in safe and expeditious manner to the satisfaction of the District Inspector.
- Contractor shall provide a safe working environment for the survey crews.
- Contractor shall establish priorities for requested construction stakes and note the priorities on the staking request.
- Contractor shall preserve all construction stakes. Replacement of stakes will be completed at the expense of the Contractor.
- The Contractor will coordinate with the District Inspector regarding the location and placement of Fire Hydrants, Valves, Tees, Crosses, Water Services, ARVs and related appurtenances. The final location of these facilities will require approval from the District Inspector.

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

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

END OF SPECIAL PROVISIONS

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**SECTION 01100
PROJECT PLANS**

LANGLEY AVENUE AND CHANCE WAY WATER MAIN PROJECT
C20-102

The following Project Plans pertain to Citrus Heights Water District's Langley Avenue and Chance Way Water Main Project C20-102:

Sheets 1 to 12 Project Plans are 22" x 34" and shall be purchased as a portion of the Bid Package

**SECTION 01100
PROJECT PLANS**

SECTION 01200
DIVISION OF DRINKING WATER WAIVER RESPONSE LETTER

LANGLEY AVENUE AND CHANCE WAY WATER MAIN PROJECT
C20-102

The following Division of Drinking Water Waiver Response Letter pertains to Citrus Heights Water District's Langley Avenue and Chance Way Water Main Project C20-102:

Division of Drinking Water Waiver Response Letter (8 Pages)

State Water Resources Control Board

March 2, 2021

PWS No. 3410006

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

CITRUS HEIGHTS WATER DISTRICT PUBLIC WATER SYSTEM (PWS NO. 3410006) – LANGLEY AVENUE AND CHANCE WAY CONSTRUCTION PROJECT

The California State Water Resources Control Board, Division of Drinking Water (Division) received an email on February 2, 2021, from the Citrus Heights Water District (CHWD) regarding improvement plans specifically identified as: 'Langley Avenue and Chance Way' construction project in the Sacramento county area and within the CHWD public water system (PWS No. 3410006) service area. The aforementioned email provided information and requested a waiver from the water main separation requirements in one (1) area where the proposed water mains alignment is parallel to existing underground utility pipelines.

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

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

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

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

1. At locations where utility pipelines cross over water pipelines, the minimum vertical separation between the outside wall of the water pipes and the outside wall of other utility pipes shall be at least twelve (12) inches.
2. At locations where other utility pipelines cross over water pipelines, an uncut section of water pipe shall be used and be placed such that the linear center of

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



the water pipe is located at the crossing point to ensure that maximum separation between the water pipeline joint (as described in the attached memorandum) and the pipelines crossing location is achieved. The water pipeline joints shall be as described in the attached memorandum.

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

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

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

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

Water Mains Crossing Existing Sewer Service Lines

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

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

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

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

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

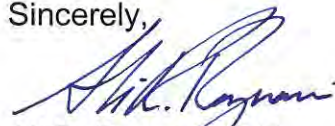
Once the aforementioned comments are incorporated into the design and construction of the project, no exception to the proposed construction would be noted with respect to the water main pipelines crossing the sewer service lines.

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

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

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

Sincerely,



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

Enclosures,

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

State Water Resources Control Board
Division of Drinking Water

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

FROM: Bryan P. Rinde, P.E. *Bryan P. Rinde*
Water Resource Control Engineer
SACRAMENTO DISTRICT OFFICE
DIVISION OF DRINKING WATER

DATE: March 2, 2021

SUBJECT: Reply to Citrus Heights Water District PWS # 3410006 – Langley Ave and Chance Way Pipeline Project

Project Overview:

The State Water Resources Control Board, Division of Drinking Water (Division) received a letter dated February 2, 2021, requesting a waiver from the water main separation requirements for Citrus Heights Water District PWS # 3410006. The letter requested review of one (1) location where Citrus Heights Water District has determined it is infeasible to meet separation requirements. The project is located in the City of Citrus Heights along Langley Avenue and Chance Way between Lovoti Way and Mariposa Avenue. Approximately 1,500-ft of water main will be installed.

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

Regulations for pipeline separation:

Specifically, section 64572 states:

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

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

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

Regulation authorizing State Board to issue waiver:

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

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

Waiver Request Location(s):

Waivers from the regulations are requested for the following location:

1. A proposed 8-in polyvinyl chloride (pressure class 305) water distribution main parallel to an existing 6-in sewer with less than 10-ft of horizontal separation. Located from station 12+24 to 20+69.

Waiver Review:

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

1. A proposed 8-in polyvinyl chloride (pressure class 305) water distribution main parallel to an existing 6-in sewer with less than 10-ft of horizontal separation. Located from station 12+24 to 20+69.
 - a. The horizontal separation between the existing sewer and proposed water main per sheet 4-8 of 12 (enclosed) is 5.5-ft or greater. The vertical separation between the proposed water main and existing sewer is 12-in or greater. All joints within 10 horizontal feet of sewer will be mechanically restrained.
 - i. The proposed crossing is acceptable to the Division when the waiver conditions are followed.

Waiver Conditions:

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

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

This waiver is subject to the conditions listed above.

VERIFICATION OF CONSTRUCTION IN ACCORDANCE WITH THE ISSUED WAIVER

Name of Water System: Citrus Heights Water District

Public System Number: 3410006

Verification

As required by letter dated **March 2, 2021**, and with respect to waiver issued in accordance with Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned verifies that construction of the **Langley Avenue and Chance Way Pipeline Project** pipeline project at the following crossings was completed in accordance with requirements stated in the aforementioned waiver letter and its attached memorandum. The crossings are:

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

Name

Title

Signature

Date

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

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

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

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

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

As required by the letter dated **March 2, 2021**, and with respect to the waiver issued in accordance to Section 64551.100, Article 1.5, Chapter 16, Division 4, Title 22 of the California Code of Regulations, the undersigned certifies that construction of the Langley Ave and Chance Way Project at the following crossings was completed in accordance to requirements stated in the aforementioned waiver letter. The crossings are:

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

Name

Title

Signature

Date

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

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 MEETING

SUBJECT : COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR YEARS ENDED
DECEMBER 31, 2020 AND 2019

STATUS : Action Item

REPORT DATE : May 6, 2021

PREPARED BY : Alberto Preciado, Accounting Manager
Susan Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Consider a motion to receive and file the following:

- Citrus Heights Water District's (District) Comprehensive Annual Financial Report for the Years Ended December 31, 2020 and 2019 (Attachment 1); and
- Memorandum of Internal Controls (Attachment 2).

BACKGROUND AND ANALYSIS:-

Attached for the Board's review is the District's Comprehensive Annual Financial Report (AFR) for the years ended December 31, 2020 and 2019.

In prior years, the District had issued Basic Financial Statements (BFS), which include the Independent Auditors' Report, the Management's Discussion and Analysis, and the District's financial statements. For the fourth year, District staff, with the assistance of the District's auditors, Maze and Associates, prepared the District's AFR in accordance with guidelines established by the Government Finance Officers Association (GFOA). An AFR is dated for two fiscal periods; the main focus is the most recent fiscal year, hence its position as the first year referenced; the immediately preceding year is also included for comparative purposes. David Alvey, CPA, of Maze and Associates, will be available at the May Board meeting to answer questions related to the District's financial records and reporting.

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (COA Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports in the interest of providing greater transparency and disclosure. Staff submitted its 2019 AFR for consideration for the Certificate of Achievement and received the award in March 2021. Staff intends to submit the District's 2020 AFR to the GFOA COA Program for consideration for the Certificate of Achievement. The additional effort required to prepare an AFR helps to raise the District's financial statements to the next level in terms of financial reporting, transparency, and accountability.

An AFR presentation differs from the previous financial statement reports in that it includes the following sections, in addition to the financial section:

- *Introductory Section* – introduces the basic financial statements, and provides an analytical overview of the District's activities. This expanded analysis is useful in assessing regional economic and social conditions that may impact the District's financial outlook.
- *Statistical Section* – comprises ten years of comparative statistical data that includes information

on financial trends, revenue capacity, debt capacity, socioeconomic factors, and water system resources.

Some key highlights from the 2020 AFR include:

- Unqualified audit opinion – the District’s auditors, Maze and Associates issued an unqualified, or clean, opinion on the District’s financial statements.
- Ending net position of \$75,181,009 – the District’s net position increased by \$5.2 million over 2019.

RECOMMENDATION:

Receive and File the District’s Comprehensive Annual Financial Statements for the Years Ended December 31, 2020 and 2019.

ATTACHMENTS:

- 1) Comprehensive Annual Financial Statements for the Years Ended December 31, 2020 and 2019.
- 2) Memorandum on Internal Control and Required Communications for the Year Ended December 31, 2020.

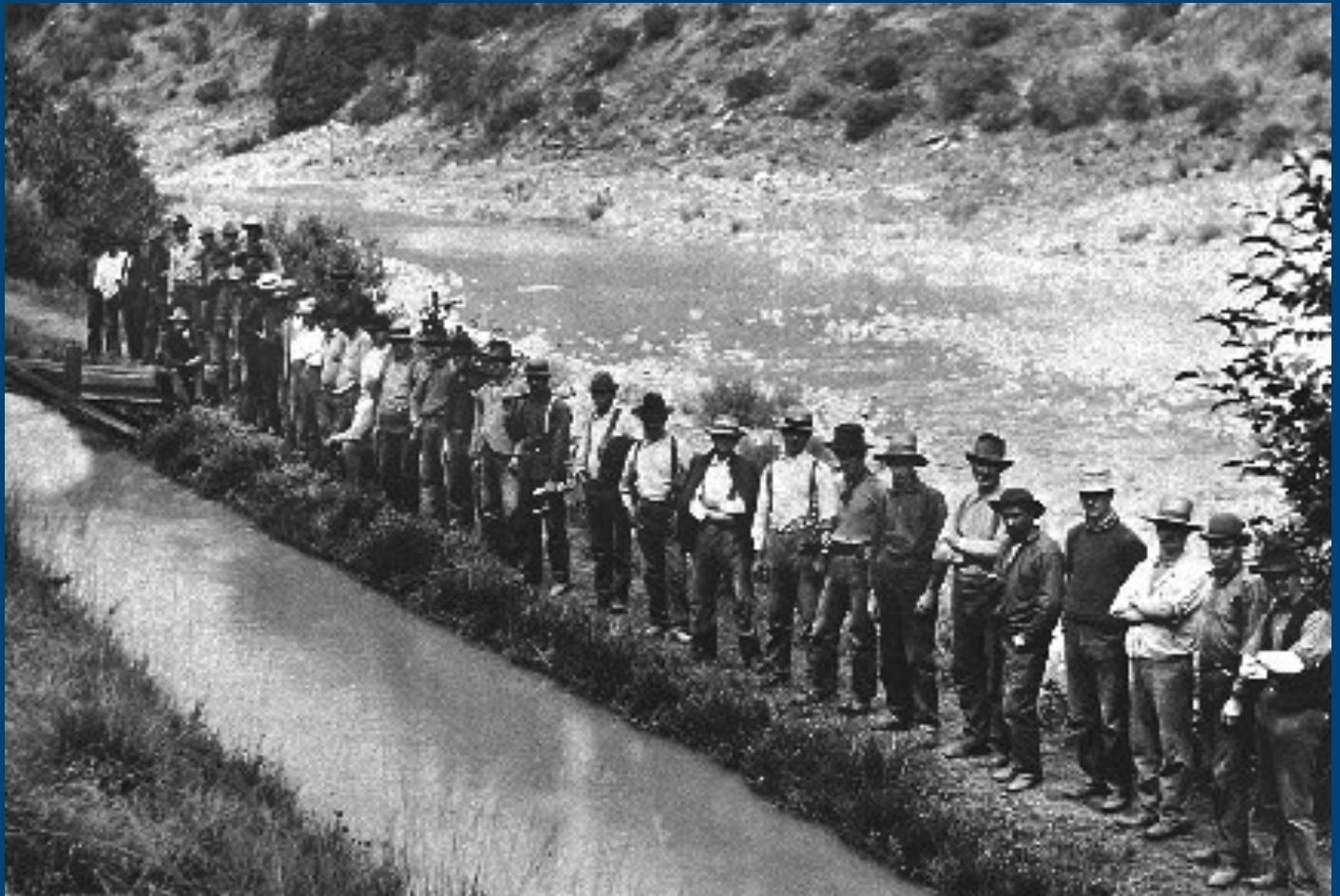
ACTION:

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

Attachment 1
Comprehensive Annual Financial Report
For the Years Ended December 31, 2020 and 2019

CITRUS HEIGHTS WATER DISTRICT

CITRUS HEIGHTS, CALIFORNIA



COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Years Ended December 31, 2020 and 2019



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COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Years Ended December 31, 2020 and 2019

Citrus Heights Water District

Citrus Heights, California

Prepared by:

Citrus Heights Water District

Administrative Services Department

6230 Sylvan Road

Citrus Heights, CA 95610

www.chwd.org

CITRUS HEIGHTS WATER DISTRICT

Comprehensive Annual Financial Report Years Ended December 31, 2020 and 2019

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CITRUS HEIGHTS WATER DISTRICT

Comprehensive Annual Financial Report Years Ended December 31, 2020 and 2019

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Introductory Section



May 10, 2021

Honorable Members of the Board of Directors:

We are pleased to present the Citrus Heights Water District's ("District" or "CHWD") fourth Comprehensive Annual Financial Report ("AFR") for the fiscal year ending December 31, 2020. This report was prepared by District staff in conformity with generally accepted accounting principles ("GAAP") and audited in accordance with generally accepted auditing standards by a firm of certified public accountants.

The AFR provides an assessment of the District's financial condition, informs readers about District services, includes information about capital improvement projects, and discusses current initiatives within the District's Basic Financial Statements. Financial and demographic trend information is provided within the statistical section located at the end of the report. Management at the District is responsible for both the accuracy of the data presented and the completeness and fairness of the presentation, including all disclosures. As management, we assert that, to the best of our knowledge and belief, the information and data, as presented, is accurate in all material respects, and it is presented in a manner that provides a fair representation of the financial position and operations of the District. Furthermore, all disclosures that are necessary to enhance the Board's understanding of the financial condition of the District have been included.

The District's financial statements have been audited by Maze and Associates, a firm of independent certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the District for the fiscal year ending December 31, 2020 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified ("clean") opinion that the District's financial statements for the fiscal year ending December 31, 2020, were fairly presented in conformity with GAAP. The Independent Auditors' Report is presented as the first component of the financial section of this report.

Generally Accepted Accounting Principles (GAAP) require that management provide a narrative introduction, overview and analysis to accompany the financial statements in the form of the Management's Discussion and Analysis (MD&A) Section. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The MD&A can be found immediately after the Independent Auditors' Report.

Profile of Citrus Heights Water District

Citrus Heights Water District was established in 1920, as the Citrus Heights Irrigation District, encompassing slightly more than 4.7 square miles, and serving approximately 225 farms. The District currently serves water to a population of approximately 67,000 people within an about 12 square mile service area.

Citrus Heights Water District carries out its mission with a highly-motivated and competent staff that is empowered to conduct the District's business by placing the customers' needs and welfare first. Each day, the District's employees strive to carry out their work, mindful of the District's mission, "to furnish a dependable supply of safe, quality water delivered to its customers in an efficient, responsive, and affordable manner."

Governance and Organizational Structure

CHWD is a special district established by the State of California. The District is governed by a three-member Board of Directors that is elected to a four-year term by voters who reside in the District's service area. Beginning with the 2020 election, CHWD Board elections were changed to "By-District," whereby only those customers who reside in the same CHWD District that a Board Member lives in will vote for that Board position. The District was staffed in 2020 by 36 full-time equivalent employees assigned to three departments: Administrative Services, Engineering, and Operations. The General Manager and District General Counsel are appointed by, and report directly to, the Board of Directors. All other staff members report to the General Manager or General Manager's designee.

Water Supply

In 2020, the District purchased 96.74% of its water from San Juan Water District (SJWD), and delivered it to approximately 19,900 residential and commercial service connections. Additionally, the District maintains six groundwater wells and approximately 252 miles of pipeline. CHWD has been treating and delivering groundwater to customers since 1943.

Accounting and Budget Structure

CHWD operates as an enterprise fund with a fiscal year that begins January 1 and ends on December 31. Generally accepted accounting principles (GAAP) require local governments to use a proprietary-type fund, such as an enterprise fund, to account for business-type activities similar to those found in the private sector. An enterprise fund is one in which the expenditures are supported by fees collected primarily through charging users in exchange for services. CHWD operations are supported entirely by fees collected from customers in exchange for providing water service and managing the groundwater basin.

CHWD's management is responsible for the establishment and maintenance of the internal control structure that ensures the assets of the District are protected from loss, theft or misuse. The internal control structure ensures that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP). CHWD's internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and the valuation of costs and benefits requires estimates and judgments by management.

CHWD's Board annually adopts a budget prior to the new fiscal year. The budget authorizes and provides the basis for reporting and control of financial operations, accountability for CHWD's enterprise operations, and capital projects. The budget is presented on the accrual basis of accounting, and is consistent with the presentation of CHWD's Comprehensive Annual Financial Report. As part of the budget process, a Financial Model is updated annually to analyze revenue and expenses along with capital improvements. Also, CHWD's Board adopted an accelerated payoff schedule to reduce the District's unfunded actuarial liability to the following: 20 years (other post-employment benefits) and 15 years (pension) amortizations beginning in FY2018. This accelerated payoff will result in savings to the District's customers versus the previous, longer amortization.

Financial Policies

The CHWD financial policies include many of the District's financial management practices that are used for operational and strategic decision making. These policies also allow the Board of Directors and community stakeholders to monitor how effectively the District is managing its financial responsibilities, as well as providing a means for holding the District fiscally accountable. These policies are reviewed annually to incorporate minor changes to existing policy, or major shifts in financial priorities at the discretion of the Board of Directors.

- Investment Policy – The Board has adopted an investment policy that conforms to state law, CHWD's ordinances and resolutions, prudent money management, and the "prudent person" standards. The objectives of the Investment Policy are safety, liquidity, and then yield. Currently, funds are invested in various securities as authorized by CHWD's Investment Policy, with most of the District's funds invested in California's Local Agency Investment Fund (LAIF).
- Reserve Policies – The District has ten Reserve accounts with supported policies to balance ongoing operations to capital improvement programs. These funds are allocated to the maintenance, repair, replacement, or improvement of water system infrastructure. Adequate reserves, along with sound financial policies, provide financial flexibility to counter unanticipated expenditures or revenue fluctuations.

Audit and Financial Reporting

State Law and bond covenants require CHWD to obtain an annual audit of its financial statements by an independent Certified Public Accountant. The accounting firm of Maze and Associates conducted the audit of CHWD's financial statements. Their unmodified Independent Auditor's Report appears in the Financial Section. This is the fifth year of a six year engagement with Maze and Associates.

Risk Management

CHWD participates in the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) for the purchase of workers' compensation, liability, property, automobile, and fidelity insurance. The typical liability limits are \$5 million per incident/occurrence.

Economic Condition, Outlook and Major Initiatives

CHWD is primarily a residential community, with some commercial enterprises within its boundaries. The District's service area is almost built out; therefore, the District does not anticipate a significant growth in revenue based solely upon new development. The District is forecasting a slow but steady revenue increase based on 0.5% growth per year from the demand in small in-fill of housing or commercial development within District boundaries.

CHWD operates as an enterprise fund, meaning the costs of providing water service and protecting groundwater resources are financed by rates and fees charged to District customers. Since the District receives no revenue from taxes, operating revenues consist primarily of water sales and bi-monthly service charges. Water use increased during 2020, which the District attributes to customers being in their homes more frequently during the lockdowns caused by the COVID-19 pandemic; however, since 2013, District customers have decreased their water use significantly in response to state-wide drought mandates. The District expects consumption to continue decreasing in the next few years. This drop in demand created a gap between the amount of water customers were projected to use, and the amount they actually used, and contributed to the need for a new rate study and Financial Model rebuild. The rebuild of the Financial Model was completed and used in the development of the 2020 budget, then updated for the development of the 2021 budget.

The District also continues to monitor the region's water supply. Limited rains and snowfall during 2020 and the early part of 2021 bring the potential to return the State of California (State) to drought conditions, although a drought has not yet been declared by the State, nor restrictions on consumption enacted. The imposition of new drought restrictions would accelerate the decrease in consumption by the District's customers.

CHWD and its wholesale water supplier, San Juan Water District (SJWD), continue to encounter changes in operations due to new regulations. The impact of current and future regulations, and the resulting cost impact on water supply operations, are an ongoing challenge for the District. The District anticipates a cost increase from its wholesale water supplier in 2022 as a result of SJWD issuing debt for the upgrade of the Hinkle Reservoir, which serves CHWD and neighboring agencies.

As of January 1, 2020, CHWD charges a uniform commodity rate of \$1.18 per unit and a bi-monthly fixed charge of \$87.29 for a 1-inch meter. One unit of water equals 748 gallons which means that the cost per gallon is 0.16 cents. At \$810.97 per year, the cost of water service for a typical single family home using 179,520 gallons of water annually remains a good value for CHWD's customers.

The District continues to repair and replace aging infrastructure throughout its system. During 2020, the District completed 438 service replacements, and replaced 5,213 linear feet of water mains. The District also completed main replacements on Michigan Drive, Cologne Way, Robie Way, and Whyte Avenue. Capital projects scheduled for 2021 total \$7.2 million, and includes design and construction of the District's seventh well.

The outbreak of the novel coronavirus COVID-19 in the United States in the first quarter of 2020 caused a nationwide disruption to all facets of the national economy. Though there

were temporary closings of businesses in 2020, the stay-at-home orders in the largely residential CHWD service area account for an increase in consumption of approximately 9%. However, at this time, the ongoing financial impact on the District cannot be reasonably estimated. See Note 12 of the Notes to the Financial Statements for more information.

Through this crisis, the District has remained steadfast in its commitment to the safety and well-being of its customers. Therefore, the District temporarily suspended its assessment of penalties for delinquent accounts, and temporarily suspended shut-offs for nonpayment. Additionally, the District remains operational to continue serving its customers, and has increased its customer outreach program to provide vital information and assure our customers that their water supply is safe, clean, and dependable.

Long-Term Financial Planning

Citrus Heights Water District utilizes a number of planning strategies when considering long-term financial forecasts.

- **Strategic Plan** – Strategic planning involves establishing a vision for the future and a clear mission statement to provide direction and define what the organization stands for and what it has pledged to accomplish. Since 2016, CHWD has held a strategic planning workshop for the Board of Directors, management, and at-large customers. The purpose of the workshop has been to review the District’s mission statement and values, and to implement the District’s mission and values through an Annual Work Program. The Work Program includes three-year goals and one-year objectives, which emphasize the District’s commitment to promoting the efficient use of water, managing CHWD’s water supply, implementing capital improvements, and optimizing organizational efficiency. The Strategic Plan and its accompanying Annual Work Program form the basis for the District’s priority-based budgeting efforts.
- **Project 2030 Water Main Replacement Plan** – This plan was identified during the strategic planning process as a key strategy for engaging customers in long-range water main replacement planning and funding efforts. The purpose of this plan is to inform customers about challenges and opportunities, and the current actions being undertaken to ensure water supply reliability, and prepare for the replacement of aging infrastructure.
- **Capital Improvement Plan** – The Strategic Plan lays the groundwork for the Capital Improvement Plan, which includes project schedules and projected costs for production and water supply facilities identified in a 1999 Facilities Master Plan. The Capital Improvement Plan is a ten year forecast and a capital reinvestment plan.
- **10-Year Financial Planning Model** – The previous Financial Planning Model was prepared by NBS in consultation with District staff in June 2013, and includes short

and long-range projections of the District's revenues, operating and maintenance expenses, capital expenditures, and reserves over the next ten years. Raftelis Financial Consultants were retained to work with District staff to prepare a new Financial Planning Model, which was completed and presented to the Board in 2019, and used in the development of the 2020 budget. For the 2021 budget, the model was updated in conjunction with IB Consulting. The model is updated as changes in customer water use impact long-range financial projections and capital improvement and water supply plans evolve.

- **Annual Budget** – A key component of financial planning is the District's budget, which is prepared, reviewed and adopted annually. Every summer, District Finance staff prepares a draft budget, based upon an analysis of the Financial Planning Model and on revenue/expenditure submissions from CHWD's departments. The budget is presented to the Board of Directors for approval prior to the beginning of the next fiscal year. The annual budget includes forecasts for revenues, operating expenditures and capital expenditures, and is formulated using a priority-based budgeting approach.
- **Water Meter Replacement Program**– As CHWD's first generation of meters age-out, the District has taken the lead to form an 11-agency consortium to partner in the replacement and testing of meters on an on-going basis. The goal of the newly-created Meter Replacement Program consortium is to take advantage of an economies of scale of over 300,000 meters to be able to reduce meter asset management costs for CHWD and its consortium partners. The consortium's initial project is the completion of a Meter Replacement Program Study to identify opportunities for partnership and strategies for each agency in the short and long-term to optimally manage meter replacements.

Awards and Acknowledgements

Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Citrus Heights Water District for its comprehensive annual financial report (AFR) for the fiscal year ended December 31, 2019. This was the third consecutive year that the District achieved this prestigious award. In order to be awarded a Certificate of Achievement, a governmental agency must publish an easily readable and efficiently organized AFR. The report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. CHWD believes that this AFR continues to meet the Certificate of Achievement Program's requirements, and is submitting it to the GFOA to determine its eligibility for another certificate.

Preparation of this report was accomplished through the combined efforts of CHWD's staff, most notably Accounting Manager Alberto Preciado, along with support from the various departmental directors, managers, and supervisors. CHWD staff's dedicated efforts,

professionalism, and contributions to CHWD's AFR is greatly appreciated. We would also like to thank the members of the Board of Directors for their continued support in planning and implementing the District's fiscal policies.

Respectfully submitted,



Hilary M. Straus
General Manager/Secretary



Susan K. Talwar
Director of Finance and
Administrative Services/ Treasurer



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Citrus Heights Water District
California**

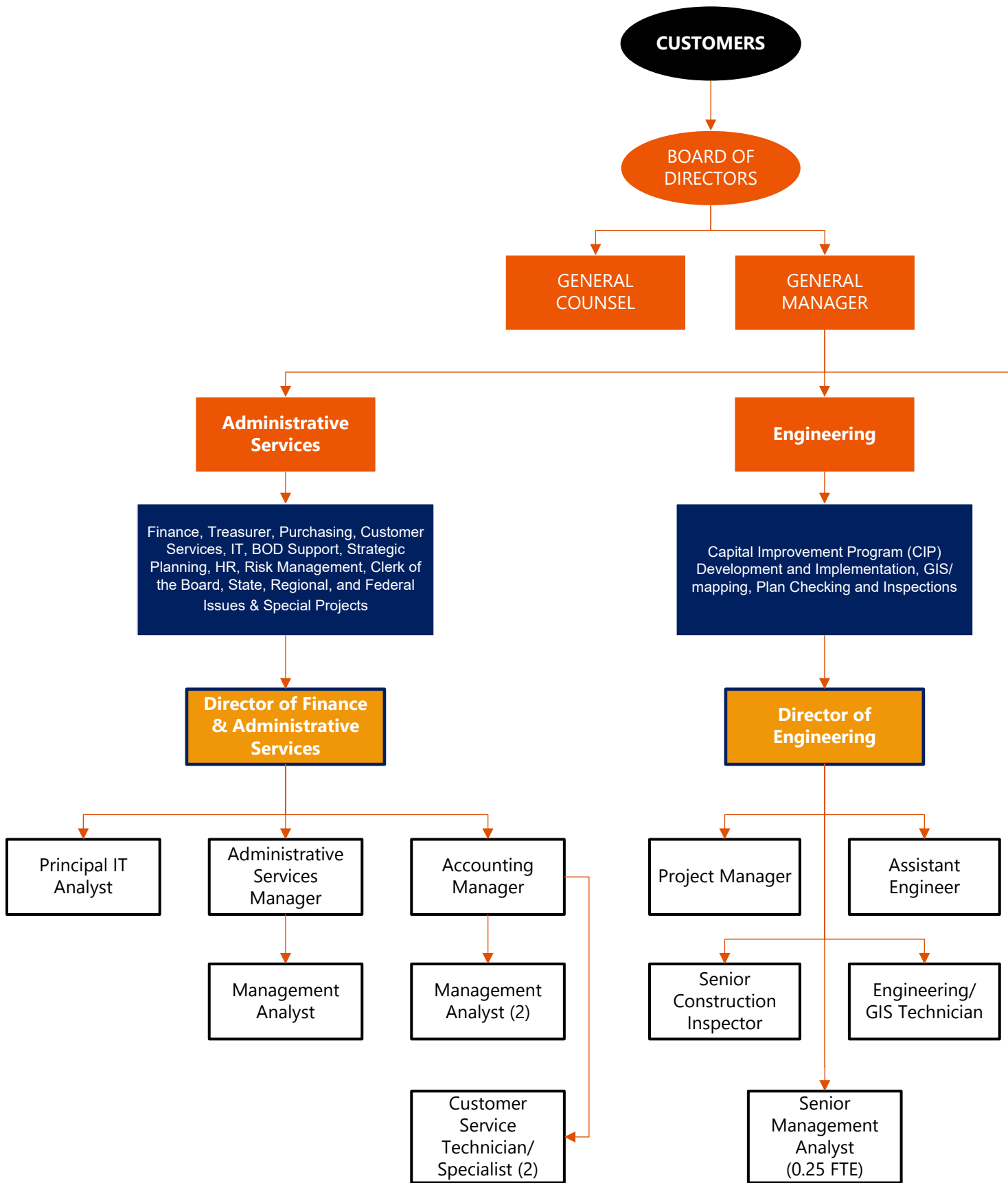
For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

December 31, 2019

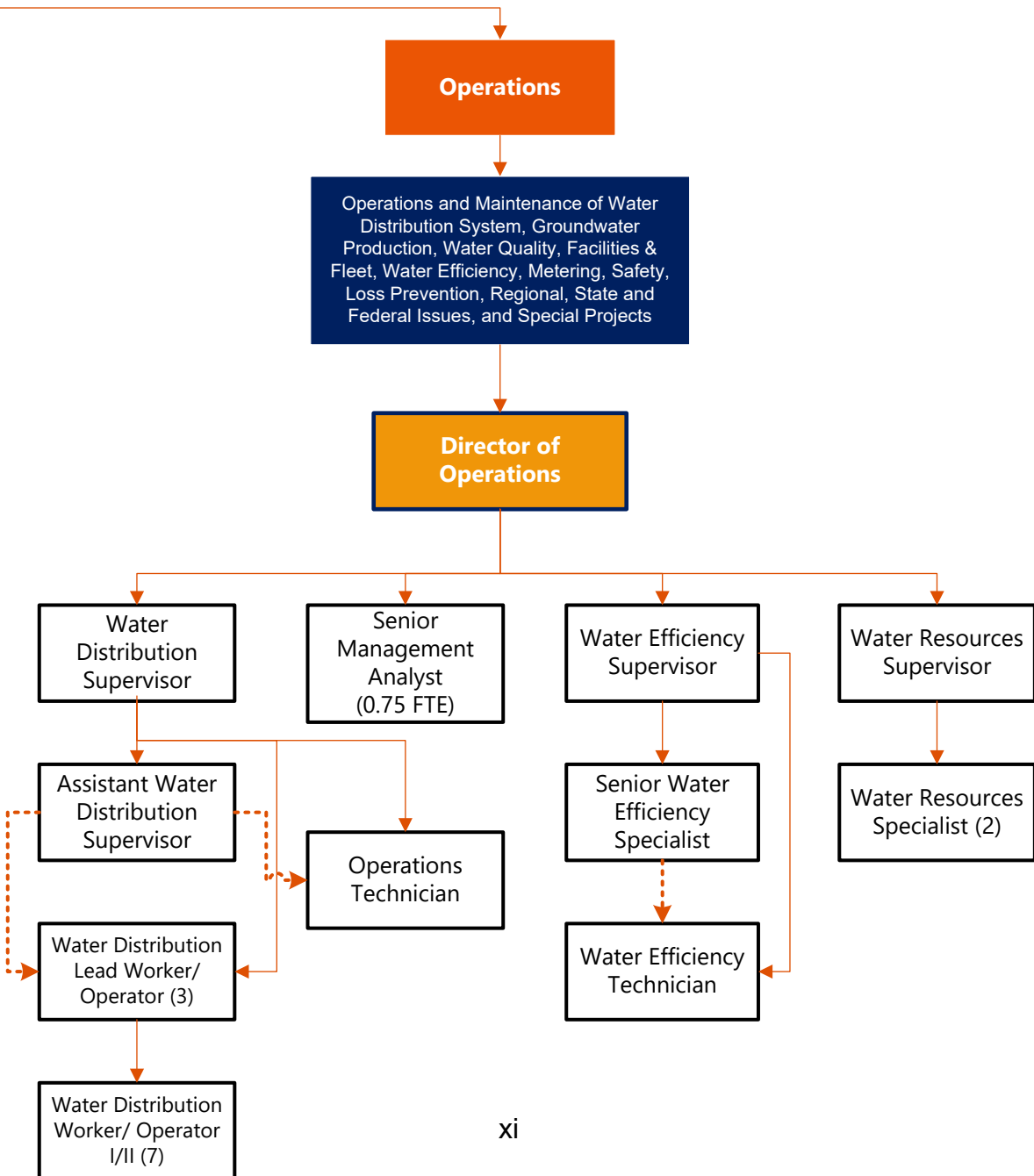
Christopher P. Morill

Executive Director/CEO

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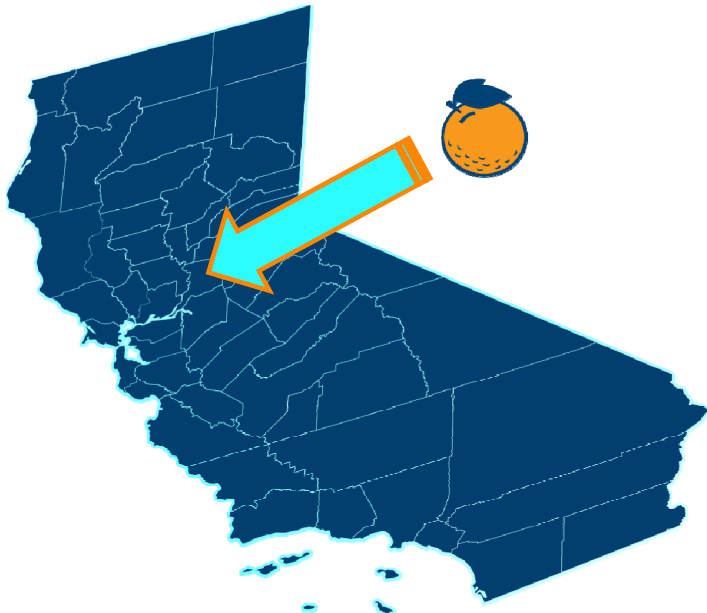
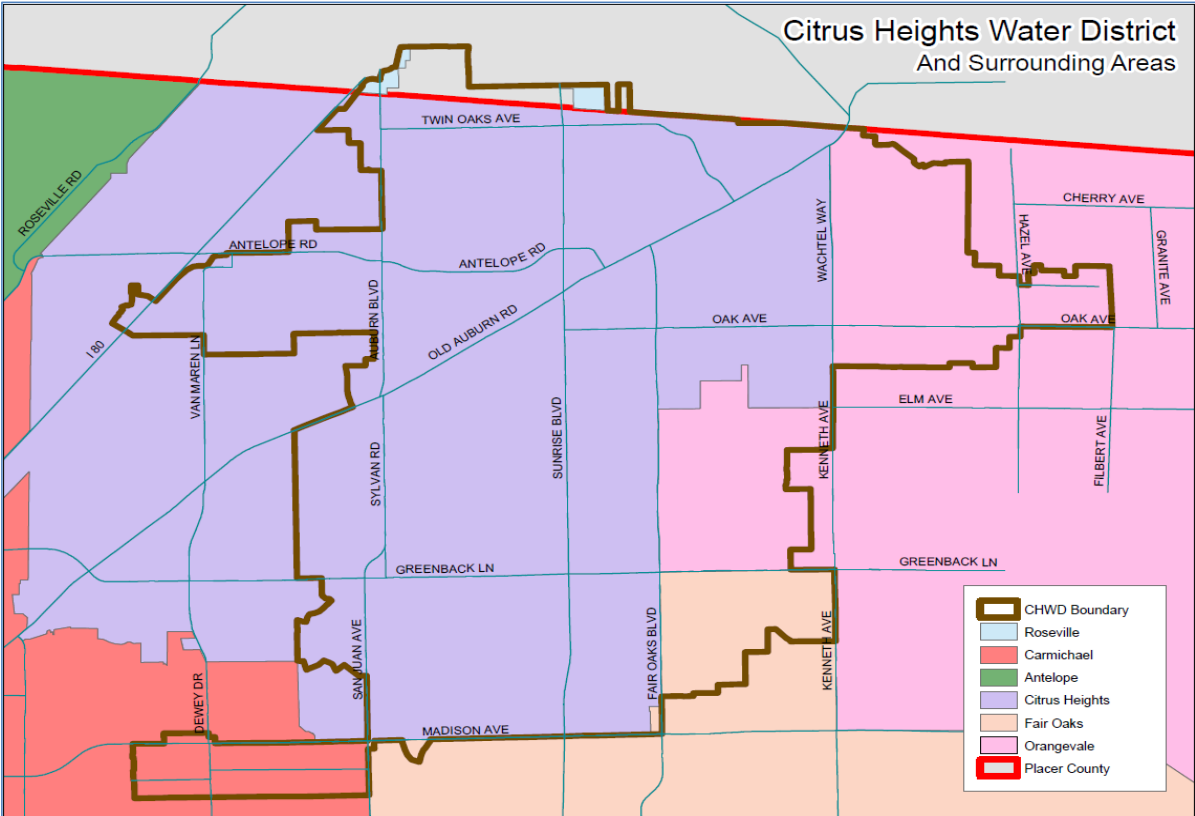


2020 Organizational Chart



CITRUS HEIGHTS WATER DISTRICT

Service Area Map with Cities Served



CITRUS HEIGHTS WATER DISTRICT

Board of Directors and Principal Officers

Board of Directors

President	David C. Wheaton	Division Three
Vice President	Raymond A. Riehle	Division Two
Director	Caryl F. Sheehan	Division One

Executive Staff

General Manager	Hilary M. Straus
Director of Engineering/ Director of Operations, Acting	Melissa Pieri
Director of Finance and Administrative Services	Susan K. Talwar

Appointed Officers

Secretary	Hilary M. Straus
Treasurer	Susan K. Talwar
Assessor Collector	Alberto Preciado



Financial Section



Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the Board of Directors
Citrus Heights Water District
Citrus Heights, California

Report on Financial Statements

We have audited the accompanying financial statements of the Citrus Heights Water District (District), California, as of and for the years ended December 31, 2020 and 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial positions of the District as of December 31, 2020 and 2019, and the respective changes in its financial positions and cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Management adopted the provisions of Governmental Accounting Standards Board Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, which became effective during the year ended December 31, 2020 as discussed in Note 1 to the financial statements. This Statement had no material effect on the financial statements.

The emphasis of this matter does not constitute a modification to our opinions.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, and other required supplementary information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Introductory Section, and Statistical Section, as listed in the Table of Contents are presented for purposes of additional analysis and are not required parts of the basic financial statements.

The Introductory and Statistical Sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Maze + Associates

Pleasant Hill, California
April 13, 2021



Management's Discussion and Analysis

CITRUS HEIGHTS WATER DISTRICT
Management's Discussion and Analysis
For the Fiscal Year Ended December 31, 2020 and 2019

The following Management's Discussion and Analysis (MD&A) of activities and financial performance of the Citrus Heights Water District (District) provides an introduction to the financial statements of the District for the fiscal years ended December 30, 2020 and 2019. We encourage readers to consider the information presented here in conjunction with the transmittal letter in the Introductory Section and with the accompanying basic financial statements and related notes, which follow this section.

Financial Highlights

The following items are, in the opinion of District management, among the most significant in assessing the District's overall financial activities during 2020 and its financial position at the close of the year 2020:

- ❖ The District's assets exceeded its liabilities at the end of year 2020 by \$75,181,009. About 79 percent of the District's net position, \$59,531,355, is composed of the capital assets of the District – the water transmission and distribution system, water production facilities, land, buildings, and equipment belonging to the District. Unrestricted net position totaled \$15,649,654, up from \$12,217,198 at the end of year 2019. This increase is due primarily to an 11.9 percent rate increase levied by the Board of Directors at the beginning of 2020, and connection fees received from a large development being built in the District. In fiscal year 2019, unrestricted net position increased to \$12,217,198, up from \$11,717,632 at the end of 2019. This increase is due primarily to a 4.9 percent rate increase levied by the Board of Directors at the beginning of 2019.
- ❖ In year 2020, as compared with 2019, capital improvement spending increased by \$823,011. Capital improvements capitalized in 2020 amounted to \$3.8 million. Capital improvement spending in year 2019 decreased by \$298,288 as compared to year 2018. Capital improvements capitalized in 2019 amounted to \$3.0 million.
- ❖ The District's operating revenues for 2020 were \$19,203,757. About 88 percent of operating revenues, \$16,908,986, came from water sales to customers.
- ❖ The District's total net long-term liabilities at the end of 2020, including the 2012 Revenue Refunding bonds, pension liability, liability for other postemployment benefits (OPEB), and compensated absences is \$8,213,325. GASB Statement No. 68 required the recording of pension liability amounting to \$4,877,315. GASB Statement No. 75 required the recording of OPEB liability in the amount of \$1,423,692. Liabilities from Bond debt service decreased by \$664,457 due to a reduction in principal on debt during 2020 resulting from debt service payments made during the year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of two parts: (1) management's discussion and analysis; and (2) the financial statements, including the notes to financial statements and required supplementary information.

CITRUS HEIGHTS WATER DISTRICT
Management's Discussion and Analysis
For the Fiscal Year Ended December 31, 2020 and 2019

The financial statements provide both long-term and short-term information about the District's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The required supplementary information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) to provide more context regarding the financial statements from an appropriate operational, economic, or historical perspective.

The District's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units on an accrual basis. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, and depreciation of assets is recognized in the Statement of Revenues, Expenses, and Changes in Net Position. All assets and liabilities associated with the operation of the District are included in the Balance Sheet.

The Balance Sheet presents the financial position of the District on a full accrual historical cost basis and provides information about the nature and amount of resources and obligations at year-end.

Balance Sheet

The following table summarizes assets, deferred outflows, liabilities, deferred inflows, and net position at December 31, 2020, 2019, and 2018:

	2020	2019	2018	% Increase (Decrease)	
				FY20 vs FY19	FY19 vs FY18
Current assets	\$22,371,449	\$18,801,764	\$17,150,069	18.9%	9.6%
Capital assets, net	61,322,653	59,640,444	58,109,443	2.8%	2.6%
Total Assets	83,694,102	78,442,208	75,259,512	6.7%	4.2%
Deferred outflows	1,480,824	2,113,759	2,674,857	(29.9)%	(21.0)%
Current liabilities	1,526,560	2,295,848	1,972,121	(33.5)%	16.4%
Non-current liabilities	8,213,325	7,945,889	8,468,101	3.4%	(6.2)%
Total Liabilities	9,739,885	10,241,737	10,440,222	(4.9)%	(1.9)%
Deferred Inflows	254,032	361,220	205,982	(29.7)%	75.4%
Net Position					
Net investment in capital assets	59,531,355	57,193,152	55,029,058	4.1%	3.9%
Restricted for debt service	-	542,660	541,475	(100.0)%	0.2%
Unrestricted	15,649,654	12,217,199	11,717,632	28.1%	4.3%
Total Net Position	\$75,181,009	\$69,953,010	\$67,288,165	7.5%	4.0%

CITRUS HEIGHTS WATER DISTRICT
Management's Discussion and Analysis
For the Fiscal Year Ended December 31, 2020 and 2019

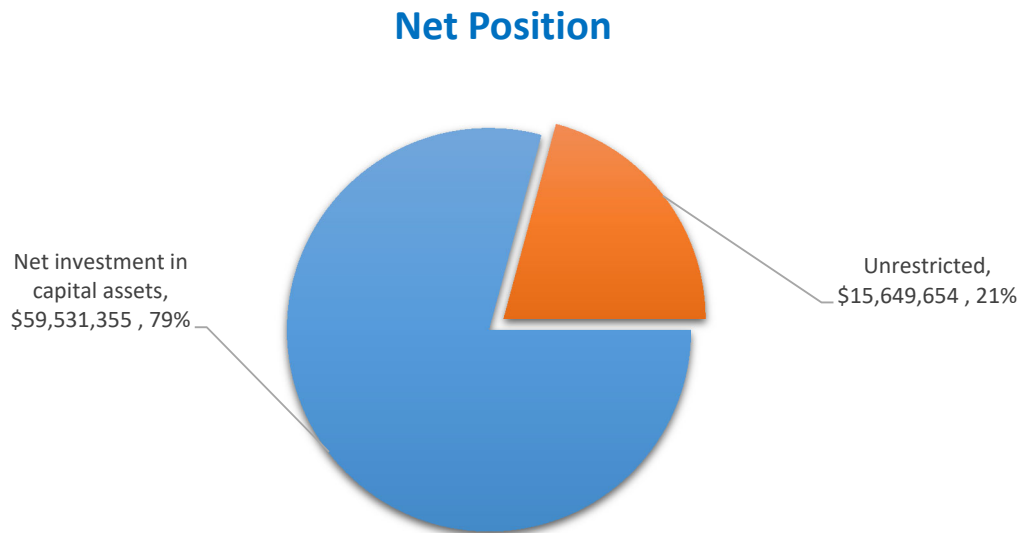
The total net position of the District increased from \$67.3 million in 2018 to \$70.0 million in 2019, and increased to \$75.2 million in 2020. The District's total assets increased by \$5.3 million, or 6.7%, in 2020 compared to 2019, and \$3.2 million, or 4.2%, in 2019 compared to 2018.

Deferred outflows decreased by 29.9% from \$2.1 million in 2019 to \$1.5 million in 2020, due to the amortization of a prior-year balance of pension deferred outflows; a 21.0% decrease in deferred outflows from \$2.7 million in 2018 to \$2.1 million in 2019 was due to a prior-year balance of pension deferred outflows.

In 2020, the total liabilities decreased \$501,852, or 4.9%, compared to 2019, and in 2019, decreased \$198,485, or 1.9%, compared to 2018.

Deferred inflows decreased by \$107,188, or 29.7% to \$254,032 in 2020 from \$361,220 in 2019 as a result of changes in actuarial assumptions affecting the calculation of the pension liability; deferred inflows increased by \$155,238, or 75.4%, to \$361,220 in 2019 from \$205,982 in 2018 primarily as a result of changes in actuarial assumptions that affected the calculation of deferred inflows for pensions.

The increase in net position over the three-year period totals \$7.9 million or 11.7% and is the result of the combination of net income and capital contributions.



CITRUS HEIGHTS WATER DISTRICT
Management's Discussion and Analysis
For the Fiscal Year Ended December 31, 2020 and 2019

Changes in Net Position

The following table summarizes the changes in net position for the fiscal years ended December 31, 2020, 2019, and 2018:

				% Increase (Decrease)	
	2020	2019	2018		
Operating revenues	\$19,203,757	\$15,340,476	\$14,375,044	25.2%	6.7%
Operating expenses:					
Customer service, administration and general	4,999,639	4,371,420	3,228,919	14.4%	35.4%
Water purchases	2,917,535	3,131,903	2,878,799	(6.8)%	8.8%
Transmission and distribution	2,490,474	2,425,827	2,142,451	2.7%	13.2%
Pumping & well maintenance	826,804	683,432	717,562	21.0%	(4.8)%
Water efficiency (Conservation)	553,068	617,732	563,708	(10.5)%	9.6%
Depreciation & amortization	2,469,339	2,435,900	2,388,634	1.4%	2.0%
Total operating expenses	14,256,859	13,666,214	11,920,073	4.3%	14.6%
Operating income	4,946,898	1,674,262	2,454,971	195.5%	(31.8)%
Net non-operating revenues (expenses)	(9,081)	92,499	302,184	(109.8)%	(69.4)%
Net income before capital contributions	4,937,817	1,766,761	2,757,155	179.5%	(35.9)%
Capital contributions:					
Contributed (donated) assets	290,182	898,084	213,121	(67.7)%	321.4%
Grant Revenue	-	-	-	0.0%	0.0%
Total capital contributions	290,182	898,084	213,121	(67.7)%	321.4%
Change in net position	5,227,999	2,664,845	2,970,276	96.2%	(10.3)%
Net position, beginning of year, as restated	69,953,010	67,288,165	64,317,889	4.0%	4.6%
Net position, end of year	\$75,181,009	\$69,953,010	\$67,288,165	7.5%	4.0%

Net position increased \$5.2 million, or 7.5 percent from the prior year; in 2019, net position increased \$2.7 million, or 4.0 percent from 2018. Operating revenue that exceeded operating expenses by \$4.9 million and \$1.7 million for 2020 and 2019, respectively, accounts for the majority of the increase in net position, and most of these funds were expended for the construction of capital improvements or set aside for that purpose. The receipt of \$290,182 in donated assets from private developer additions to the District's water distribution system accounted for about 5.6 percent of the increase in net position.

CITRUS HEIGHTS WATER DISTRICT
Management's Discussion and Analysis
For the Fiscal Year Ended December 31, 2020 and 2019

Total operating revenues increased in 2020 by \$3.9 million or 25.2 percent from 2019, and in 2019 by \$965,432 or 6.7 percent from 2018. An increase in water rates, increased consumption, and a one-time payment of connection fees from a large development project within District boundaries account for most of this increase. Water consumption by the District customers increased in 2020 compared with consumption in 2019 by 9.1%; this is as a result of residential customers being home more often during 2020 due to the COVID pandemic. Consumption increased in 2019 by 0.2% over 2018 as a result of a dryer winter than in the previous year.

Total nonoperating revenues decreased by \$101,580 or -109.8% in 2020 to a net expense of \$9,081 from a net revenue of \$92,499 in 2019. This was primarily a result of decreased investment income, caused by a reduction in interest rates due to financial concerns related to the COVID pandemic. Nonoperating revenues decreased by \$209,685 or 69.4%, to \$92,499 in 2019 from \$302,184 in 2018. This was due to a decrease in groundwater sales in 2019.

In 2020, operating expenses increased by \$590,645, or 4.3% from 2019, primarily due to the accelerated payoff of pension and OPEB unfunded liabilities, and scheduled maintenance to the Sylvan and Skycrest. Operating expenses increased in 2019 by \$1.7 million, or 14.6% from 2018, due to a pension expense of \$0.9 million recorded for GASB 68, and an increase of \$253,104 in the cost of wholesale water caused by an increase in the wholesale water rate.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of December 31, 2020, 2019 and 2018, the District's investment in capital assets, net of related debt, was \$59,531,355, \$57,193,152, and \$55,029,058, respectively, including: the water transmission and distribution system (underground pipelines, water services, water meters, fire hydrants, and other components), water production facilities (groundwater wells), land, buildings and both mobile and fixed equipment.

Replacement of aging pipelines and water service connections throughout the District's system continued to represent the majority of the \$3.8 million additions to the District's capital assets in 2020, the \$3.0 million additions in 2019, and the \$4.8 million additions in 2018. A number of private development projects resulted in the addition of \$898,084 in donated capital assets in 2019, and \$213,122 in 2018.

Additional information on the District's capital assets can be found in Note 3, Capital Assets, of the notes to the basic financial statements.

Debt Administration

The District continues to meet its debt obligations under its 2010 Refunded Certificates of Participation (COPs) and the 2012 Revenue Refunding bonds. Through scheduled debt service payments, principal on its collective debt was reduced by \$664,457 during 2020, and

CITRUS HEIGHTS WATER DISTRICT
Management's Discussion and Analysis
For the Fiscal Year Ended December 31, 2020 and 2019

by \$644,819 during 2019. The District's total debt from its COP and bond issuances now stands at approximately \$1.8 million.

Total compensated absences (long-term liability and current portion combined), are composed of leave hours earned by employees that are payable upon termination or retirement and are valued at \$449,098 at the end of 2020, an increase from the 2019 year-end amount of \$444,651. This increase is due to higher rates of leave due to seniority and low employee turnover. From 2018 to 2019, compensated absences decreased by \$18,438. This decrease was due to a change in leave policies that reduced the amount of management, vacation, and compensated time off leave balances that could be carried forward to the next year.

The net liability for other post-employment benefits (OPEB) decreased by \$35,890 to 1.4 million in 2020, as a result of the annual cost of these benefits being exceeded by the amounts paid for premiums, as well as investment gains received by the District's OPEB prefunding trust fund. OPEB liability increased by \$58,314 in 2019 as a result of the annual cost of these benefits exceeding the amounts paid for premiums.

Additional information on the District's debt activity can be found in Note 4, Long-Term Liabilities, of the notes to the basic financial statements.

ECONOMIC FACTORS AND FUTURE BUDGET CONSIDERATIONS

The District continued to exercise fiscal restraint in budgeting for District operations in 2021, with an overall decrease of \$381,731, or 2.8% percent compared with the 2020 Operating Budget. This budget includes:

- ❖ Maintaining the current level of services and programs for District customers;
- ❖ No net change in Salary and Benefits, while still funding accelerated payoffs of the CalPERS pension Unfunded Actuarial Liability (UAL) and the OPEB UAL, a 12% increase in health insurance costs, and 2.75% for merit and cost of living adjustments.
- ❖ \$1.3 million in Professional Services, including many Strategic Planning and Special Project items, including the Water Meter Replacement study, ASR Study, organizational development, District policy review/updates, review of easements, and providing content for the District's WaterSmart classes.

A 2021 Operating Budget Summary is included at the conclusion of this Management's Discussion and Analysis to provide an overview of the District's operating budget.

Total capital improvement expenditures budgeted for FY2021 are about \$7.5 million compared with \$5.7 million in FY2020. This amount includes about \$1.5 million in carry-over projects from prior years, and about \$5.8 million in new projects for FY2021. Installation of new fire hydrants, as well as replacements and upgrades for \$160,000, six water main replacement or installation projects, scheduled to start design, will be undertaken in 2021 with construction targeted for 2022, as well as six projects scheduled to start construction at a

CITRUS HEIGHTS WATER DISTRICT
Management's Discussion and Analysis
For the Fiscal Year Ended December 31, 2020 and 2019

total cost of \$2.2 million. Operations equipment replacements and new equipment purchases totaling \$260,000 are planned for 2021. Design of a new well for \$1.1 million is also included.

A 2021 Capital Improvement Budget Summary is included at the conclusion of this Management's Discussion and Analysis to provide an overview of the District's capital improvement budget.

A significant but declining portion of the District's budget continues to be the repayment of long-term debt financing in the form of Certificates of Participation originally issued in 2000 (refunded in 2010) and Certificates of Participation originally issued in 2003 (refunded as Revenue Refunding Bonds in 2012). The District completed its repayment of the 2010 Certificates of Participation in 2020. The annual debt service for the 2012 Revenue Refunding Bonds is budgeted at \$95,000 for FY2021.

The District's Board of Directors (Board) levied a water rate increase designed to achieve an overall increase in water rate revenues of 11.9 percent for 2020. The District implemented a detailed cost-of-service and financial plan study to determine the increase, taking into consideration the statewide water mandates, capital improvement program, and water meter reserves. However, taking into account the effect of the COVID pandemic on the local economy, no increase was levied for 2021. Instead, the District took measures to reduce expenses in order to offset increasing costs in areas such as maintenance of the District's aging water transmission and distribution infrastructure.

The District anticipates the need to consider future annual water rate increases to fund replacement of portions of the District's 250 miles of underground water mains, and to pay the continually-rising operating costs of the District, while maintaining financial reserves to comply with debt covenants and to provide funds for emergencies or catastrophic losses. However, water rates for years beyond FY2022 have not been adopted by the Board of Directors. In 2020, District Staff worked with IB Consulting to amend the financial plan created and implemented in conjunction with Raftelis Financial Consultants, which was completed and presented to the Board in 2019.

CITRUS HEIGHTS WATER DISTRICT
 Management's Discussion and Analysis
 For the Fiscal Year Ended December 31, 2020 and 2019

CITRUS HEIGHTS WATER DISTRICT ADOPTED BUDGET

Budget Overview	2020 Adopted Budget	2021 Proposed Budget	Increase / (Decrease)	% Change
Operating & Maintenance Budget				
<i>Operations & Maintenance</i>	5,181,816	4,745,211	(436,605)	-8.43%
<i>Purchased Water</i>	3,122,550	3,177,864	55,314	1.77%
<i>Salary & Benefits</i>	5,332,506	5,332,066	(440)	-0.01%
<i>Total Expense</i>	13,636,872	13,255,141	(381,731)	-2.80%
Contribution to Reserves Budget				
<i>Total Budgeted Contribution to Reserves</i>	1,200,000	-	(1,200,000)	-100.00%
Capital Improvement Program Budget				
<i>Capital Improvement Program Budget (Funded through CIP Reserve)</i>	5,746,141	7,208,814	1,462,673	25.45%
Total	20,583,013	20,463,955	(119,058)	-0.58%

2021 Adopted Budget



CITRUS HEIGHTS WATER DISTRICT
Management's Discussion and Analysis
For the Fiscal Year Ended December 31, 2020 and 2019

CITRUS HEIGHTS WATER DISTRICT ADOPTED CAPITAL PROJECTS BUDGET

Project Number	Description	2020 Adopted Budget	Project Expenses Prior Years	2020 Projected Expense	2021 Adopted Budget	Proposed Project Budget through 2021	2021 Project Budget Amendment Request
C15-104B	Document Management System	239,278	5,361	90,000	154,639	250,000	-
C15-109	Blossom Hill Way 6" x 10" Interconnection w/ RV	27,777	-	-	27,777	27,777	-
C15-110	Crestmont Avenue 6" Interconnection w/ RV	24,288	91	-	24,888	24,979	691
C16-134	Auburn Blvd - Rusch Park to Placer County Line	9,391	609	10,000	157,000	167,609	157,609
C17-104	Groundwater Well Property Acquisition (# 7, 8, 9 & 10)	151,834	387,972	65,664	436,364	890,000	-
C19-106	Wells Avenue 8-inch (San Juan to Wells)	22,460	8,341	22,460	188,202	219,003	196,543
C19-108	6230 Sylvan Road - East Wall	45,000	2,432	2,744	244,824	250,000	200,000
C20-003	Annual Fleet and Field Operations Equipment	380,000	-	295,000	85,000	380,000	-
C20-101	Fair Oaks Boulevard	56,439	-	56,439	418,698	475,137	418,698
C20-102	Langley Avenue and Chance Drive	67,019	-	67,019	437,038	504,057	437,038
C20-103	Marsala Court	7,482	-	7,482	46,201	53,683	46,201
C20-104	Skycrest School	13,765	-	13,765	90,257	104,022	90,257
C20-105	Walnut Drive	17,133	-	17,060	88,187	105,247	88,114
C20-106	Wisconsin Drive	33,238	-	32,887	269,103	301,990	268,752
C20-107	Water Supply Project Design and Construction of Well	563,500	-	-	1,105,500	1,105,500	542,000
C20-108	Pre-Architectural Study Corporation Yard/Master Plan	100,000	-	1,676	98,324	100,000	-
C20-109	Plans, Specifications, & Estimate for Preferred Alt - Corp Yard	25,000	-	-	400,000	400,000	375,000
Encumbered Projects Total		1,783,604	404,806	682,196	4,272,002	5,359,004	2,820,903
C21-003	Annual Fleet and Field Operations Equipment	380,000	-	380,000	260,000	260,000	-
C21-004	Annual Technology Hardware and Software	55,000	-	55,000	56,650	56,650	-
C21-005	Annual Facilities Improvements	100,000	-	100,000	60,000	60,000	-
C21-010	Annual Water Main Pipeline Replacements (small)	70,000	-	70,000	72,100	72,100	-
C21-011	Annual Valve Replacements	100,000	-	100,000	103,000	103,000	-
C21-012	Annual Water Service Connections	850,000	-	850,000	875,500	875,500	-
C21-013	Annual Water Meter Replacements	100,000	-	100,000	500,000	500,000	-
C21-014	Annual Fire Hydrants - Repl, Upgrades, Infill, New	160,000	-	160,000	164,800	164,800	-
C21-020	Annual Groundwater Well Improvements	150,000	-	150,000	154,500	154,500	-
C21-040	Other City Partnership Opportunities	150,000	-	150,000	112,551	112,551	-
C21-041	Other Misc Infrastructure Projects	110,000	-	110,000	112,551	112,551	-
2020 New Annual Capital Total¹		2,225,000	-	2,225,000	2,471,652	2,471,652	-
C21-101	Antelope - Rusch Park	-	-	-	187,741	187,741	-
C21-102	Old Auburn Road	-	-	-	91,459	91,459	-
C21-103	Pratt Avenue	-	-	-	39,043	39,043	-
C21-104	Mesa Verde High School	-	-	-	118,779	118,779	-
C21-105	Madison Avenue & Dewey Drive	-	-	-	28,138	28,138	-
2020 New Projects Total Budget		-	-	-	465,160	465,160	-
Totals		4,008,604	-	2,907,196	7,208,814	8,295,816	2,820,903

Summary	Total Budget
Prior Years Carry-Over Capital Project Total	1,783,604
Plus:	
Prior Years Projects Amendment Approval/(Savings)	2,820,903
2021 New Annual Capital Project Total	2,471,652
2021 New Capital Project Total	465,160
2020 Capital Project Total Budget Request	5,757,715
Total CIP Budget	\$7,541,319

¹ Prior Year Annual Projects are included for comparison purposes only as Annual Projects are completed on an annual basis



Basic Financial Statements

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CITRUS HEIGHTS WATER DISTRICT
BALANCE SHEETS
DECEMBER 31, 2020 AND 2019

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and investments (Note 2)	\$18,480,938	\$14,461,764
Restricted - cash and investments (Note 2)	-	542,660
Accounts receivable, net	3,005,606	2,701,846
Due from other governments	1,453	199,973
Accrued interest receivable	15,193	41,599
Inventory	429,521	341,180
Prepaid expenses and other deposits	438,738	512,742
Total current assets	22,371,449	18,801,764
NON-CURRENT ASSETS		
Non-depreciable capital assets (Note 3)	1,896,854	1,577,867
Depreciable capital assets, net (Note 3)	59,425,799	58,062,577
Total non-current assets	61,322,653	59,640,444
TOTAL ASSETS	83,694,102	78,442,208
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amount from refunding debt	-	9,788
Pension related (Note 7)	1,283,027	1,915,695
OPEB related (Note 8)	197,797	188,276
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,480,824	2,113,759
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$85,174,926	\$80,555,967
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	\$588,042	\$697,792
Retentions payable	55,218	37,883
Accrued payroll	197,395	116,071
Accrued interest payable	37,079	46,342
Deposits payable	343,295	395,166
Compensated absences (Note 4)	210,531	367,594
Long-term debt (Note 4)	95,000	635,000
Total current liabilities	1,526,560	2,295,848
NON-CURRENT LIABILITIES		
Compensated absences (Note 4)	238,567	77,057
Long-term debt (Note 4)	1,673,751	1,798,208
Net pension liability (Note 7)	4,877,315	4,611,042
Net OPEB liability (Note 8)	1,423,692	1,459,582
Total non-current liabilities	8,213,325	7,945,889
TOTAL LIABILITIES	9,739,885	10,241,737
DEFERRED INFLOWS OF RESOURCES		
Deferred amount from refunding debt	22,547	23,872
Pension related (Note 7)	206,009	337,348
OPEB related (Note 8)	25,476	-
TOTAL DEFERRED INFLOWS OF RESOURCES	254,032	361,220
NET POSITION (Note 6)		
Net investment in capital assets	59,531,355	57,193,152
Restricted for debt service	-	542,660
Unrestricted	15,649,654	12,217,198
TOTAL NET POSITION	75,181,009	69,953,010
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$85,174,926	\$80,555,967

See accompanying notes to financial statements

CITRUS HEIGHTS WATER DISTRICT
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
OPERATING REVENUES		
Water sales	\$16,908,986	\$14,823,207
Connection and other fees	2,294,771	517,269
Total operating revenues	19,203,757	15,340,476
OPERATING EXPENSES		
Customer service, administration and general	4,999,639	4,371,420
Water purchases	2,917,535	3,131,903
Transmission and distribution	2,490,474	2,425,827
Pumping and well maintenance	826,804	683,432
Conservation	553,068	617,732
Depreciation and amortization	2,469,339	2,435,900
Total operating expenses	14,256,859	13,666,214
OPERATING INCOME	4,946,898	1,674,262
NONOPERATING REVENUES (EXPENSES)		
Investment income	116,981	214,962
Miscellaneous income	42,989	69,322
Groundwater transfers and sales	-	38,316
Interest expense	(95,741)	(124,346)
(Loss) gain on disposal of capital assets	(73,310)	(105,755)
Total nonoperating revenues (expenses)	(9,081)	92,499
Net income (loss) before capital contributions	4,937,817	1,766,761
CAPITAL CONTRIBUTIONS		
Capital contributions	290,182	898,084
Total capital contributions	290,182	898,084
CHANGES IN NET POSITION	5,227,999	2,664,845
NET POSITION, BEGINNING OF YEAR, AS RESTATED	69,953,010	67,288,165
NET POSITION, END OF YEAR	\$75,181,009	\$69,953,010

See accompanying notes to financial statements

CITRUS HEIGHTS WATER DISTRICT
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash receipts from customers	\$18,917,332	\$15,050,809
Cash paid to suppliers for goods and services	(8,412,811)	(7,881,654)
Cash paid to employees for services	(2,483,840)	(2,129,372)
Receipts from miscellaneous non operating income	42,989	69,322
Receipts from groundwater transfers and sales	-	38,316
	<u>8,063,670</u>	<u>5,147,421</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(3,934,676)	(3,174,572)
Principal payments on long-term debt	(664,457)	(644,819)
Interest payments on long-term debt	(105,004)	(130,348)
	<u>(4,704,137)</u>	<u>(3,949,739)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest earnings	116,981	214,962
	<u>116,981</u>	<u>214,962</u>
NET CASH FLOWS	3,476,514	1,412,644
Cash, beginning of year	<u>15,004,424</u>	<u>13,591,780</u>
Cash, end of year	<u>\$18,480,938</u>	<u>\$15,004,424</u>
Reconciliation of cash and cash equivalents to statement of net position:		
Cash and cash equivalents	\$18,480,938	\$14,461,764
Restricted - cash and cash equivalents	-	542,660
	<u>\$18,480,938</u>	<u>\$15,004,424</u>

(Continued)

CITRUS HEIGHTS WATER DISTRICT
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

RECONCILIATION OF NET INCOME FROM OPERATIONS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	2020	2019
Net income from operations	\$4,946,898	\$1,674,262
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	2,469,339	2,435,900
Miscellaneous income	42,989	69,322
Groundwater transfers and sales	-	38,316
Change in assets and liabilities:		
(Increase) decrease in assets and deferred outflows of resources:		
Accounts receivable	(303,760)	(327,550)
Inventory	(88,341)	(57,153)
Prepaid expenses and other assets	298,930	145,652
Deferred amount from refunding of debt	9,788	13,051
Increase (decrease) in liabilities and deferred inflows of resources:		
Accounts payable	(109,750)	128,845
Accrued payroll	81,324	23,632
Deposits payable	(51,871)	10,331
Retentions payable	17,335	37,883
Compensated absences	4,447	(18,438)
Deferred amount from refunding of debt	(1,325)	(1,325)
Net pension liability and related deferred inflows and outflows	767,602	982,128
Total OPEB liability and related deferred inflows and outflows	(19,935)	(7,435)
Net cash provided by operating activities	\$8,063,670	\$5,147,421
SUPPLEMENTAL DISCLOSURE OF NON-CASH ACTIVITIES		
Receipt of contributed assets	\$290,182	\$898,084

See accompanying notes to financial statements



Notes to the Basic Financial Statements

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

**NOTE 1 – REPORTING ENTITY AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES**

Reporting Entity: The District was established on October 25, 1920 as an irrigation district under Division 11 of the Act of Legislature of the State of California. The District constructs and maintains waterworks and supplies domestic water in an area of approximately 12 square miles to about 19,900 connections in Sacramento and Placer counties with an estimated population of 66,000. The District is governed by a Board of Directors consisting of three directors elected by residents of the District. The accompanying basic financial statements present the District and its component unit. The component unit discussed below is included in the District's reporting entity because of the significance of its operational and financial relationship with the District.

The District has created the Citrus Heights Water District Financing Corporation (the Corporation) to provide assistance to the District in the issuance of debt. Although legally separate from the District, the Corporation is reported as if it were part of the primary government because it shares a common Board of Directors with the District and its sole purpose is to provide financing to the District under the debt issuance documents of the District. Debt issued by the Corporation is reflected as debt of the District in these financial statements. The Corporation has no other transactions and does not issue separate financial statements.

Basis of Presentation – Fund Accounting: The basic financial statements of the Citrus Heights Water District (District) have been prepared in conformity with generally accepted accounting principles as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The District is accounted for as an enterprise fund and applies all applicable GASB pronouncements in its accounting and reporting. The more significant of the District's accounting policies are described below.

The District's resources are allocated to and accounted for in these basic financial statements as an enterprise fund type of the proprietary fund group. The enterprise fund is used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other policies. Net position for the enterprise fund represents the amount available for future operations.

Basis of Accounting: The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The enterprise fund type is accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets, deferred outflows, liabilities, and deferred inflows associated with the operation of this fund are included on the balance sheet. Net position is segregated into net investment in capital assets, amounts restricted and amounts unrestricted. Enterprise fund type operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in net total position.

The District uses the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. When such funds are received they are recorded as unearned revenue until earned. Earned but unbilled water services are accrued as revenue.

Water lines are constructed by private developers and then dedicated to the District, which is then responsible for their future maintenance. These lines are recorded as capital contributions when they pass inspection by the District, and the estimated costs are capitalized as donated pipelines.

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

**NOTE 1 – REPORTING ENTITY AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES (Continued)**

Operating revenues and expenses consist of those revenues and expenses that result from the ongoing principal operations of the District. Operating revenues consist primarily of charges for services. Nonoperating revenues and expenses consist of those revenues and expenses that are related to financing and investing types of activities and result from nonexchange transactions or ancillary activities.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Use of Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value Measurements: Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

Cash and Cash Equivalents: For purposes of the statement of cash flows, the District considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Cash and cash equivalents held include bank deposits and restricted and unrestricted investments in money market mutual funds and LAIF.

Restricted Assets: Certain proceeds of the District's long-term debt are classified as restricted investments on the balance sheet because their use is limited by applicable debt covenants.

Investments: Investments are stated at their fair value, which represents the quoted or stated market value. Investments that are not traded on a market, such as investments in external pools, are valued based on the stated fair value as represented by the external pool.

**CITRUS HEIGHTS WATER DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 For the Years Ended December 31, 2020 and 2019**

**NOTE 1 – REPORTING ENTITY AND SUMMARY OF SIGNIFICANT ACCOUNTING
 POLICIES (Continued)**

Inventory: Inventory consists primarily of materials used in the construction and maintenance of the water distribution facilities and is valued on a first-in, first-out basis.

Prepays: Prepays consist primarily of insurance, maintenance agreements and other prepaid assets.

Capital Assets: Capital assets are recorded at historical cost. Donated capital assets, works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. Self-constructed assets are recorded based on the amount of direct labor, material, and certain overhead charged to the asset construction. Depreciation is calculated using the straight-line method over the following estimated useful lives:

Description	Useful Life
Pipeline and infrastructure	20 - 40 years
Equipment and machinery	5 - 10 years
Buildings	15 - 40 years
Well improvements	40 years
Donated pipelines	40 years
Improvements	40 years

Depreciation expense aggregated \$2,460,876 and \$2,424,174 for the years ended December 31, 2020 and 2019, respectively, and is included with depreciation and amortization expense.

Maintenance and repairs are charged to operations when incurred. It is the District’s policy to capitalize all capital assets with a cost of more than \$5,000 for tangible personal property and \$15,000 for infrastructure, building or improvements. Costs of assets sold or retired (and the related amounts of accumulated depreciation) are eliminated from the balance sheet in the year of sale or retirement, and the resulting gain or loss is recognized in operations.

Bond Premiums and Bond Issuance Costs: Bond premiums are deferred and amortized over the lives of the bonds. Long-term liabilities are reported net of the applicable bond premiums. Bond issuance costs are recognized as an expense in the period incurred.

Deferred Amount from Refunding Debt: The difference between the reacquisition price of refunded debt and the net carrying amount of the previously outstanding debt is deferred and reported as either a deferred outflow or deferred inflow on the balance sheet. These amounts are amortized over the shorter of the term of the old debt or the new debt.

Deferred Outflows: In addition to assets, the balance sheet reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position or fund balance that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then.

**CITRUS HEIGHTS WATER DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 For the Years Ended December 31, 2020 and 2019**

**NOTE 1 – REPORTING ENTITY AND SUMMARY OF SIGNIFICANT ACCOUNTING
 POLICIES (Continued)**

Deferred Inflows: In addition to liabilities, the balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position or fund balance that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

Compensated Absences: The District’s policy allows employees to accumulate earned but unused annual leave, management leave and compensatory time-off which will be paid to employees upon separation from service to the District. The cost of annual leave, management leave and compensatory time-off is recognized in the period earned.

Upon death while employed by the District or retirement from the District, employees are paid one-third of their accumulated sick leave time. This amount is also recognized in the period earned.

A. *New Governmental Accounting Standards Board Statement Pronouncements*

GASB 89 – *Accounting for Interest Cost Incurred before the End of a Construction Period* – This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise. This Statement is effective for the District’s fiscal year ending December 31, 2020.

GASB 95 – *Postponement of the Effective Dates of Certain Authoritative Guidance* – This Statement extended the implementation dates for 15 GASB Statements and Implementation Guides by 1 year or more. The District implemented this statement during the fiscal year ended December 31, 2020.

NOTE 2 – CASH AND INVESTMENTS

Cash and investments as of December 31 are classified in the accompanying financial statements as follows:

	2020	2019
Cash and investments	\$18,480,938	\$14,461,764
Restricted cash and investments		542,660
Total cash and investments	\$18,480,938	\$15,004,424

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

NOTE 2 – CASH AND INVESTMENTS (Continued)

Cash and investments as of December 31 consisted of the following:

	2020	2019
Cash on hand	\$850	\$850
Deposits with financial institutions	11,976,561	8,067,088
Total cash	11,977,411	8,067,938
Investments in Local Agency Investment Fund (LAIF)	6,503,527	6,393,826
Held by fiscal agent:		
Money market mutual fund	-	542,660
Total investments	6,503,527	6,936,486
Total cash and investments	18,480,938	\$15,004,424

Investment Policy: California statutes authorize districts to invest idle, surplus, or reserve funds in a variety of credit instruments as provided for in the California Government Code, Section 53600. The table below identifies the investment types that are authorized for the District by the California Government Code (or the District’s investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by the bond trustee that are governed by the provisions of debt agreements of the District, rather than the general provisions of the California Government Code or the District’s investment policy. During the year ended December 31, 2020, the District’s permissible investments included the following instruments:

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio*	Maximum Investment In One Issuer
Local Agency Investment Program	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
State of California Obligations	5 years	None	None
Bankers Acceptances	180 days	40%	30%
Commercial Paper	270 days	40%	10%
Negotiable Certificates of Deposits	5 years	30%	None
Medium Term Corporate Notes	5 years	30%	None
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-through Securities	5 years	20%	No Limit
LAIF	N/A	None	No Limit
Passbook Deposits	45 days	None	None
Supranationals	5 years	30%	None

* Excluding amounts held by the bond trustee that are not subject to California Government Code restrictions

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 2 – CASH AND INVESTMENTS (Continued)

The District complied with the provisions of the California Government Code (or the District’s investment policy, where more restrictive) pertaining to the types of investments held, the institutions in which deposits were made, and the security requirements. The District will continue to monitor compliance with applicable statutes pertaining to public deposits and investments.

Investments Authorized by Debt Agreements: Investment of debt proceeds held by the bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the District’s investment policy. The Certificates of Participation debt agreements contain certain provisions that address interest rate risk and credit risk, but not concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Investment Program	None	None	None
U.S. Treasury Obligations	None	None	None
U.S. Agency Securities	None	None	None
Bankers Acceptances	1 year	None	None
Commercial Paper	None	None	None
Negotiable Certificates of Deposits	None	None	None
Investment Agreements	None	None	None
Repurchase Agreements	None	None	None
Money Market Mutual Funds	N/A	None	None
LAIF	N/A	None	None

Fair Value Hierarchy: The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

CITRUS HEIGHTS WATER DISTRICT NOTES TO BASIC FINANCIAL STATEMENTS For the Years Ended December 31, 2020 and 2019

NOTE 2 – CASH AND INVESTMENTS (Continued)
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The following is a summary of the fair value hierarchy of the fair value of investments of the District as of December 31, 2020:

	Total
<i>Investments Measured at Amortized Cost:</i>	
Money Market Mutual Fund	\$543,957
<i>Cash in banks and on hand</i>	11,433,454
<i>Total Cash and Investments</i>	11,977,411
 <i>Investments not subject to Fair Value Hierarchy</i>	
California Local Agency Investment Fund (LAIF)	6,503,527
Total Cash and Investments	\$18,480,938

The following is a summary of the fair value hierarchy of the fair value of investments of the District as of December 31, 2019:

	Level 1	Total
<i>Investments by Fair Value Level:</i>		
Money Market Mutual Fund	\$542,660	\$542,660
Total Investments	\$542,660	542,660
 <i>Investments Measured at Amortized Cost:</i>		
Money Market Mutual Fund		542,971
<i>Cash in banks and on hand</i>		7,524,967
<i>Total Cash and Investments subject to Fair Value Hierarchy</i>		8,610,598
 <i>Investments not subject to Fair Value Hierarchy</i>		
California Local Agency Investment Fund (LAIF)		6,393,826
Total Cash and Investments		\$15,004,424

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 2 – CASH AND INVESTMENTS (Continued)

Interest Rate Risk: Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways the District manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments, and by timing cash flows from maturities so that a portion of the portfolio is maturing, or coming close to maturity, evenly over time, as necessary to provide the cash flow and liquidity needed for operations. All of the District’s investments mature in 12 months or less.

Credit Risk: Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the District’s investment policy, or debt agreements, and the actual rating as of year-end for each investment type for the year ended December 31, 2020.

	Minimum Legal Rating	Not Rated	Total
LAIF	N/A	\$6,503,527	\$6,503,527
		<u>\$6,503,527</u>	<u>\$6,503,527</u>

The following is a summary of the minimum rating required by (where applicable) the California Government Code, the District’s investment policy, or debt agreements, and the actual rating as of year-end for each investment type for the year ended December 31, 2019.

	Minimum Legal Rating	Ratings as of Year End AAAm	Not Rated	Total
LAIF	N/A	-	\$6,393,826	\$6,393,826
Held by bond trustee:				
Money market mutual funds	AAAm	\$542,660	-	542,660
		<u>\$542,660</u>	<u>\$6,393,826</u>	<u>\$6,936,486</u>

Concentration of Credit Risk: The investment policy of the District limits the amount that can be invested in any one issuer to the lesser of the amount stipulated by the California Government Code or 5% of total investments, with the exception of U.S. Treasury obligations, U.S. Agency Securities, and LAIF. There are no investments in any one issuer (other than mutual funds and external investment pools) that represent 5% or more of total District investments.

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

NOTE 2 – CASH AND INVESTMENTS (Continued)

Custodial Credit Risk: Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the District will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Under California Government Code Section 53651, depending on specific types of eligible securities, a bank must deposit eligible securities posted as collateral with its Agent having a fair value of 105% to 150% of the District's cash on deposit. All of the District's deposits are either insured by the Federal Depository Insurance Corporation (FDIC) or collateralized with pledged securities held in the trust department of the financial institutions in the District's name.

Investment in LAIF: The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The District reports its investment in LAIF at the fair value amount provided by LAIF. The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, and corporations. At December 31, 2020 and 2019, these investments matured in an average of 165 and 226 days, respectively.

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

NOTE 3 – CAPITAL ASSETS

Capital asset activity for the years ended December 31, 2020 and 2019 are as follows:

	Balance December 31, 2019	Additions	Retirements	Transfers	Balance December 31, 2020
Capital assets not being depreciated:					
Land	\$955,683			\$172,540	\$1,128,223
Right of ways	26,080				26,080
Construction in progress	596,104	\$4,003,416	(\$55,258)	(\$3,801,711)	742,551
Total capital assets not being depreciated	<u>1,577,867</u>	<u>4,003,416</u>	<u>(55,258)</u>	<u>(3,629,171)</u>	<u>1,896,854</u>
Capital assets being depreciated:					
Improvements	1,245,062			30,074	1,275,136
Pipelines and infrastructure	62,969,170		(\$232,455)	2,741,185	65,477,900
Equipment and machinery	3,871,505		(46,672)	702,655	4,527,488
Buildings and improvements	3,932,387			155,257	4,087,644
Well improvements	7,878,418				7,878,418
Donated pipelines	18,508,516	290,181	(9,443)		18,789,254
Total capital assets being depreciated	<u>98,405,058</u>	<u>290,181</u>	<u>(288,570)</u>	<u>3,629,171</u>	<u>102,035,840</u>
Less accumulated depreciation for:					
Improvements	(68,296)	(30,576)			(98,872)
Pipelines and infrastructure	(23,368,647)	(1,569,943)	151,810		(24,786,780)
Equipment and machinery	(2,914,803)	(191,894)	37,573		(3,069,124)
Buildings and improvements	(1,046,886)	(95,715)			(1,142,601)
Well improvements	(1,995,899)	(196,587)			(2,192,486)
Donated pipelines	(10,947,950)	(376,161)	3,933		(11,320,178)
Total accumulated depreciation	<u>(40,342,481)</u>	<u>(2,460,876)</u>	<u>193,316</u>		<u>(42,610,041)</u>
Total capital assets being depreciated, net	<u>58,062,577</u>	<u>(2,170,695)</u>	<u>(95,254)</u>	<u>3,629,171</u>	<u>59,425,799</u>
Capital Assets, net	<u>\$59,640,444</u>	<u>\$1,832,721</u>	<u>(\$150,512)</u>		<u>61,322,653</u>

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

NOTE 3 – CAPITAL ASSETS (Continued)

	Balance December 31, 2018	Additions	Retirements	Transfers	Balance December 31, 2019
Capital assets not being depreciated:					
Land	\$955,683				\$955,683
Right of ways	26,080				26,080
Construction in progress	426,521	\$3,180,405	(\$31,538)	(\$2,979,284)	596,104
Total capital assets not being depreciated	1,408,284	3,180,405	(31,538)	(2,979,284)	1,577,867
Capital assets being depreciated:					
Improvements	1,079,743			165,319	1,245,062
Pipelines and infrastructure	60,794,063		(260,814)	2,435,921	62,969,170
Equipment and machinery	3,642,871	23,380	(65,400)	270,654	3,871,505
Buildings and improvements	3,889,125			43,262	3,932,387
Well improvements	7,814,290			64,128	7,878,418
Donated pipelines	17,649,248	898,084	(38,816)		18,508,516
Total capital assets being depreciated	94,869,340	921,464	(365,030)	2,979,284	98,405,058
Less accumulated depreciation for:					
Improvements	(41,572)	(26,724)			(68,296)
Pipelines and infrastructure	(22,013,708)	(1,526,895)	171,956		(23,368,647)
Equipment and machinery	(2,796,118)	(172,232)	53,547		(2,914,803)
Buildings and improvements	(952,486)	(94,400)			(1,046,886)
Well improvements	(1,800,782)	(195,117)			(1,995,899)
Donated pipelines	(10,563,515)	(408,806)	24,371		(10,947,950)
Total accumulated depreciation	(38,168,181)	(2,424,174)	249,874		(40,342,481)
Total capital assets being depreciated, net	56,701,159	(1,502,710)	(\$115,156)	2,979,284	58,062,577
Capital Assets, net	\$58,109,443	\$1,677,695	(\$146,694)		\$59,640,444

Capacity Entitlements: From 1993 through 1998, the District participated with four other water agencies in a cooperative transmission pipeline project for the construction of additional transmission pipeline facilities. The District's share of these pipeline costs totaled \$5,636,711. The Capacity Entitlements asset represents the capacity rights the District has purchased in the cooperative transmission pipeline project owned by San Juan Water District. The asset is being amortized over the pipeline's estimated useful life of forty years.

NOTE 4 – LONG-TERM LIABILITIES

Long-term liabilities consist of the following:

2010 Certificates of Participation: In 2010, the District issued \$5,155,000 of Revenue Certificates of Participation (Certificates) with an interest rate of 4.00%. These 2010 Certificates were issued to retire the 2000 Certificates of Participation, which were issued to finance certain capital improvements to the District's water system. The District is required to collect rates and charges from its water system that will be sufficient to yield net revenues equal to 110% of debt service payments on any future debt issued, and to deposit the net revenues in a revenue fund pledged for such future debt service payments. Annual principal payments, ranging from \$450,000 to \$545,000 are due on September 28 through September 28, 2020 and semi-annual interest payments, ranging from \$10,900 to \$59,600 are due on March 28 and September 28 through September 28, 2020. The Certificates were paid off during the year ended December 31, 2020.

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

NOTE 4 – LONG-TERM LIABILITIES (Continued)

2012 Revenue Refunding Bonds: In April 2012, the District issued \$2,275,000 of Revenue Refunding Bonds with interest rates ranging from 3.00% to 5.25%. These 2012 Revenue Refunding Bonds were issued to retire the 2003 Certificates of Participation, which were issued to finance the cost of certain capital improvements to the District’s water system. The District is required to collect rates and charges from its water system that will be sufficient to yield net revenues equal to 110% of debt service payments on any future debt issued, and to deposit the net revenues in a revenue fund pledged for such future debt service payments. Annual principal payments, ranging from \$70,000 to \$160,000 are due on February 1 through February 1, 2033, and semi-annual interest payments, ranging from \$4,200 to \$48,600 are due on February 1 and August 1, through February 1, 2033.

The activity of the District’s long-term liabilities during the years ended December 31, 2020 and 2019 was as follows:

	Balance December 31, 2019	Additions	Retirements	Balance December 31, 2020	Current Portion
2010 Certificates of Participation 4%, due 9/28/20	\$545,000		(\$545,000)		
2012 Revenue Refunding Bonds 3-5.25%, due 2/1/33	1,705,000		(90,000)	\$1,615,000	\$95,000
Less: Unamortized premiums	183,208		(29,457)	153,751	
	2,433,208		(664,457)	1,768,751	95,000
Net pension liability	4,611,042	\$266,273		4,877,315	
Net OPEB liability	1,459,582	10,878	(46,768)	1,423,692	
Compensated absences	444,651	161,451	(157,004)	449,098	210,531
Total Long-Term Liabilities	\$8,948,483	\$438,602	(\$868,229)	\$8,518,856	\$305,531
	Balance December 31, 2018	Additions	Retirements	Balance December 31, 2019	Current Portion
2010 Certificates of Participation 4%, due 9/28/20	\$1,070,000		(\$525,000)	\$545,000	\$545,000
2012 Revenue Refunding Bonds 3-5.25%, due 2/1/33	1,790,000		(85,000)	1,705,000	90,000
Less: Unamortized premiums	218,027		(34,819)	183,208	
	3,078,027		(644,819)	2,433,208	635,000
Net pension liability	4,399,273	\$211,769		4,611,042	
Net OPEB liability	1,401,268	100,841	(42,527)	1,459,582	
Compensated absences	463,089	372,613	(391,051)	444,651	367,594
Total Long-Term Liabilities	\$9,341,657	\$685,223	(\$1,078,397)	\$8,948,483	\$1,002,594

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 4 – LONG-TERM LIABILITIES (Continued)

The annual requirements to amortize the outstanding debt as of December 31, 2020 are as follows:

Fiscal Year Ending December 31,	2012 Revenue Refunding Bonds		
	Principal	Interest	Total
2021	\$95,000	\$79,088	\$174,088
2022	100,000	74,338	174,338
2023	105,000	69,338	174,338
2024	110,000	64,088	174,088
2025	110,000	60,788	170,788
2026-2030	635,000	223,913	858,913
2031-2033	460,000	49,088	509,088
Total	<u>\$1,615,000</u>	<u>\$620,638</u>	<u>\$2,235,638</u>

Pledged Revenue: The District pledged future water system revenues, net of specified expenses, to repay the 2012 Revenue Refunding Bonds in an original amount of \$2,275,000. Proceeds of the Revenue Refunding Bonds were used to refund the 2003 Certificates of Participation to finance capital improvements to the District’s water system. The Revenue Refunding Bonds are payable solely from water customer net revenues, and are payable through February, 2033. Annual principal and interest payments on the Bonds are expected to require less than 80% of net revenues. Total principal and interest remaining to be paid on the Revenue Refunding Bonds was \$2,235,638 and \$2,337,038 at December 31, 2020 and 2019, respectively.

The District pledged future water system revenues, net of specified expenses, to repay the 2010 Certificates of Participation in the original amount of \$5,155,000. Proceeds of the Certificates of Participation funded the acquisition and construction of certain facilities, as indicated above. The Certificates of Participation are payable solely from water customer net revenues and are payable through September 2020. Annual principal and interest payments on the Certificates of Participation are expected to require less than 80% of net revenues. The District has paid off the Certificates of Participation as of December 31, 2020.

Total principal and interest paid on all debt payable from net revenues was \$740,388 and \$738,938 and the total water system net revenues were \$6,098,802 and \$3,817,978 for the years ended December 31, 2020 and 2019, respectively. At December 31, 2020 and 2019, the District’s net revenues were 824% and 517% of debt service payments, respectively.

Events of Default: The 2012 Revenue Refunding Bonds from direct borrowings related to business-type activities, contain events of default that declare the principal of all of the 2012 bonds then outstanding and the interest accrued thereon to be due and payable immediately as specified in the terms of the agreement if any of the following conditions occur: default on debt service payments; the failure of the District to observe or perform the conditions, covenants, or agreement terms of the debt; bankruptcy filing by the District; or if any court or competent jurisdiction shall assume custody or control of the District. There were no such events occurred during the fiscal year ending December 31, 2020.

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

NOTE 4 – LONG-TERM LIABILITIES (Continued)

The 2010 Certificates of Participation’s bond covenants contain events of default that declare the entire principal amount of the unpaid Series 2010 Installment Payments and the accrued interest thereon to be due and payable immediately as specified in the terms of the agreement if any of the following conditions occur: default on debt service payments; the failure of the District to observe or perform the conditions, covenants, or agreement terms of the debt; bankruptcy filing by the District; or if any court or competent jurisdiction shall assume custody or control of the District. There were no such events occurred during the fiscal year ending December 31, 2020.

NOTE 5 – ARBITRAGE REBATE LIABILITY

Section 148(f) of the Internal Revenue Code requires issuers of tax-exempt state and local bonds to remit to the federal government amounts equal to (a) the excess of the actual amounts earned on all “Nonpurpose Investments” allocable to “Gross Proceeds” of an issue of municipal obligations less the amount that would have been earned if the investments bore a rate equal to the amount that would have been earned if the investments bore a rate equal to the yield on the issue, plus (b) all income attributable to the excess. Issuers must make rebate payments at least once every five years and upon final retirement or redemption of the bonds. There was no arbitrage liability at December 31, 2020 and 2019.

NOTE 6 – NET POSITION

Restrictions: Restricted net position consist of constraints placed on net position use through external requirements imposed by creditors (such as through debt covenants), grantors, contributors, or laws and regulations of other governments or constraints by law through constitutional provisions or enabling legislation. Restricted net position at December 31, 2020 and 2019 consisted of the debt service reserve on the 2010 Certificates of Participation. The restrictions represent debt service and other reserves required by the related debt covenants.

Designations: Designations of unrestricted net position may be imposed by the Board of Directors to reflect future spending plans or concerns about the availability of future resources. Designations may be modified, amended or removed by Board action.

The designations are for the following:

Designated for rate stabilization represents the amount to be used to ensure financial and customer rate stability in responding to certain conditions.

Designated for operating reserve is maintained for operating funds collected in advance for the following year, accrued leave reserve, self-insurance reserve, unanticipated operating expenses, unanticipated economic shortfall, and unallocated funds.

Designated for debt services reserve represents amounts set aside for use in maintaining debt coverage ratios in accordance with bond covenants or other agreements or requirements associated with the issuance of debt by the District.

Designated for capital improvement reserve represents amounts set aside for use in evaluating and constructing new capital facilities to benefit existing District customers. This reserve had a negative balance in past years due to large capital expenditures, including the meter retrofit program and well construction.

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

NOTE 6 – NET POSITION (Continued)

Designated for fleet equipment reserve represents amounts set aside to replace fleet equipment at the end of its useful life.

Designated for employment-related benefits reserve represents amounts set aside to pay the costs of employment-related benefits for existing and retired District employees.

Designated for water meter replacement reserve represents amounts set aside for use in evaluating, designing, and replacing or rehabilitating capital facilities pertaining to water meters to benefit existing District customers.

Designated for water supply reserve represents amounts set aside for evaluating, acquiring, and constructing capital facilities related to water supply, such as groundwater production wells, aquifer storage and recovery wells, surface water projects, recycled/reclaimed water projects, and land and right-of-way acquisition.

Designated for water main replacement reserve represents amounts set aside for evaluating, planning, designing, constructing, replacing or rehabilitating capital facilities to benefit District customers.

Designated for water efficiency reserve represents amounts set aside for use in a water supply shortage, water supply interruption, Federal/State/Regional/Local mandates, or other programmatic needs.

NOTE 7 – DEFINED BENEFIT PENSION PLAN

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plans and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

A. General Information about the Pension Plans

Plan Description and Summary of Balances by Plan – All qualified permanent and probationary employees are eligible to participate in the District's Miscellaneous (all other) Employee Pension Rate Plan. The District's Miscellaneous Rate Plan is part of the public agency cost-sharing multiple-employer defined benefit pension plan (PERF C), which is administered by the California Public Employees' Retirement System (CalPERS). PERF C consists of a miscellaneous pool and a safety pool (also referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Individual employers may sponsor more than one miscellaneous and safety rate plan. The employer participates in one cost-sharing multiple-employer defined benefit pension plan regardless of the number of rate plans the employer sponsors. The District sponsors one rate plan (miscellaneous).

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 7 – DEFINED BENEFIT PENSION PLAN (Continued)

Benefit provisions under the Plan are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Below is a summary of the deferred outflows of resources, net pension liabilities, and deferred inflows of resources by Plan for the year ended December 31, 2020:

	Deferred Outflows of Resources	Net Pension Liability/ Proportionate Share of Net Pension Liability	Deferred Inflows of Resources
Miscellaneous	\$1,283,027	\$4,877,315	(\$206,009)

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law. The Pension Reform Act of 2013 (PEPRA), Assembly Bill 340, is applicable to employees new to CalPERS and hired after December 31, 2012.

The Plans’ provisions and benefits in effect at December 31, 2020, are summarized as follows:

	Miscellaneous Tier 1 Prior to January 1, 2013	Miscellaneous Tier 2 Prior to January 1, 2013	Miscellaneous PEPRA On or after January 1, 2013
Hire date			
Benefit formula	2.0% @ 55	2.0% @ 55	2.0% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50 - 63	50 - 63	52 - 67
Monthly benefits, as a % of eligible compensation	1.43% to 2.42%	1.43% to 2.42%	1.0% to 2.5%
Required employee contribution rates	6.9%	6.9%	6.8%
Required employer contribution rates	10.0%	9.7%	7.0%

Beginning in fiscal year 2017, CalPERS collects employer contributions for the cost-sharing plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability and side fund. The dollar amounts are billed on a monthly basis. The District’s required contribution for the unfunded liability was \$387,050 in fiscal year 2020.

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 7 – DEFINED BENEFIT PENSION PLAN (Continued)

Contributions – Section 20814(c) of the California Public Employees’ Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended December 31, 2020, the District’s contributions to the Plan were as follows:

	Miscellaneous		
	Tier I	Tier II	PEPRA
Contributions - employer	\$534,995	\$122,556	\$59,253

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of December 31, 2020, the District reported \$4,877,315 in net pension liabilities for its proportionate shares of the net pension liability of the Plan.

The District’s net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2020, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. The District’s proportion of the net pension liability was based on a projection of the District’s long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The District’s proportionate share of the net pension liability for the Plan as of June 30, 2019 and 2020 was as follows:

	Miscellaneous
Proportion - June 30, 2019	0.11515%
Proportion - June 30, 2020	0.11563%
Change - Increase (Decrease)	0.00048%

CITRUS HEIGHTS WATER DISTRICT NOTES TO BASIC FINANCIAL STATEMENTS For the Years Ended December 31, 2020 and 2019

NOTE 7 – DEFINED BENEFIT PENSION PLAN (Continued)
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For the year ended December 31, 2020, the District recognized pension expense of \$898,942. At December 31, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$565,468	-
Differences between actual and expected experience	251,343	-
Changes in assumptions	-	(\$34,787)
Change in employer's proportion and differences between the employer's contributions and the employer's proportionate share of contributions	321,328	(171,222)
Net differences between projected and actual earnings on plan investments	144,888	-
Total	\$1,283,027	(\$206,009)

The \$565,468 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended December 31	Annual Amortization
2021	\$288,011
2022	66,259
2023	87,787
2024	69,493

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

NOTE 7 – DEFINED BENEFIT PENSION PLAN (Continued)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the District’s proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Miscellaneous
1% Decrease	6.15%
Net Pension Liability	\$7,812,371
Current Discount Rate	7.15%
Net Pension Liability/(Asset)	\$4,877,315
1% Increase	8.15%
Net Pension Liability/(Asset)	\$2,452,170

Actuarial Assumptions – For the measurement period ended June 30, 2020, the total pension liabilities were determined by rolling forward the June 30, 2019 total pension liability. The June 30, 2019 and June 30, 2020 total pension liabilities were based on the following actuarial methods and assumptions:

	Miscellaneous
Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.15% (1)
Post Retirement Benefit Increase	Contract COLA up to 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies
Mortality	Derived using CalPers Membership Data for all Funds (2)

(1) Net of pension plan investment and administrative expenses, including inflation.
(2) The mortality table used was developed based on CalPERS’ specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the CalPERS December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) available on CalPERS’ website.

CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

NOTE 7 – DEFINED BENEFIT PENSION PLAN (Continued)

All other actuarial assumptions used in the June 30, 2018 valuation were based on the results of a December 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability for the Plan was 7.15%. The projection of cash flows used to determine the discount rate for the Plan assumed that contributions from all plan members in the Public Employees Retirement Fund (PERF) will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 7 – DEFINED BENEFIT PENSION PLAN (Continued)

The table below reflects the expected real rate of return by asset class.

Asset Class (a)	Current Target Allocation	Real Return Years 1 - 10(b)	Real Return Years 11+(c)
Global Equity	50.0%	4.80%	5.98%
Global Fixed Income	28.0%	1.00%	2.62%
Inflation Sensitive	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Estate	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%
Total	<u>100%</u>		

(a) In the System's AFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-Term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

(b) An expected inflation of 2.00% used for this period.

(c) An expected inflation of 2.92% used for this period.

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

NOTE 8 – POST-EMPLOYMENT HEALTH CARE BENEFITS

A. General Information about the District's Other Post Employment Benefit (OPEB) Plan

Plan Description – The District provides post-employment healthcare benefits for certain groups of employees that retire from the District, under the Retiree Healthcare Plan (OPEB Plan), an agent multiple-employer plan administered by the District. The OPEB Plan provides benefits for all permanent, full-time employees of the District. The OPEB Plan's assets are held in trust with the California Employers' Retiree Benefit Trust Fund (CERBT), an agent multiple-employer Section 115 trust fund plan administered by California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for participating public employers within the State of California. Benefit provisions are established through District policy and may be amended through action of the District's Board of Directors. In order to qualify for participation in the OPEB Plan, employees must meet three conditions: (1) completion of 20 years of service with the District; (2) retirement from the District and (3) employed with the District by January 30, 2019.

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 8 – POST-EMPLOYMENT HEALTH CARE BENEFITS (Continued)

Benefits Provided – The following is a summary of Plan benefits by employee group as of December 31, 2020:

	<i>Hired before January 31, 2020</i>		<i>Hired After January 30, 2019</i>
	<i>Retired from District between June 3, 1992 and March 19, 1996</i>	<i>Retired from District after March 19, 1996</i>	
<i>20+ Years of Service</i>	Health insurance provided to employee at District expense	Maximum monthly reimbursement of \$359.00 to retiree, spouse/dependents.	Employees hired after January 30, 2019 are not eligible to receive any benefit under the OPEB plan.
<i>25+ Years of Service</i>	Health insurance provided to retiree, and spouse/dependents at the time of retirement. If no spouse/dependents, or if retiree does not wish to cover spouse/ dependents, retiree may select benefit of 30+ years of service.	Maximum monthly reimbursement of \$403.00 to retiree, spouse/dependents.	
<i>30+ Years of Service</i>	Health, dental, vision insurance provided at District expense for retiree. Health and dental insurance provided at District expense for spouse/dependents at time of retirement.	Maximum monthly reimbursement of \$450.00 to retiree, spouse/dependents.	

For the year ended December 31, 2020, the District’s contributions to the OPEB Plan were \$146,814.

Employees Covered by Benefit Terms – Membership in the OPEB Plan consisted of the following at the measurement date of December 31, 2019:

Active plan members	28
Inactive employees or beneficiaries currently receiving benefit payments	11
Inactive employees entitled to but not yet receiving benefit payments	1
Total	40

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 8 – POST-EMPLOYMENT HEALTH CARE BENEFITS (Continued)

B. Net OPEB Liability

Actuarial Methods and Assumptions – The District’s net OPEB liability was measured as of December 31, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated December 31, 2019 to determine the total OPEB liability as of December 31, 2019, based on the following actuarial methods and assumptions:

	<u>Actuarial Assumptions</u>
Valuation Date	December 31, 2018
Measurement Date	December 31, 2019
Actuarial Cost Method	Entry Age Normal, Level Percentage of Payroll
Actuarial Assumptions:	
Discount Rate	6.25%
Inflation	2.75%
Payroll Growth	3.0%
Healthcare Trend Rate	7.5% for 2020, decreasing to an ultimate rate of 4.0% in 2
Mortality Rate	CalPERS 1997-2015 Experience Study

The underlying mortality assumptions were based on the CalPERS 1997-2015 Experience Study, and all other actuarial assumptions used in the December 31, 2019 valuation were based on the results of a December 31, 2019 actuarial experience study for the period January 1, 2019 to December 31, 2019.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Global Equity	40.0%	4.82%
Fixed Income	43.0%	1.47%
TIPS	5.0%	1.29%
Commodities	4.0%	0.84%
REITs	8.0%	3.76%
Total	<u>100.0%</u>	

Discount Rate – The discount rate used to measure the total OPEB liability was 6.25%. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan’s fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 8 – POST-EMPLOYMENT HEALTH CARE BENEFITS (Continued)

C. Changes in Net OPEB Liability

The changes in the net OPEB liability are as follows:

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability/(Asset) (a) - (b)
Balance at December 31, 2019 (12/31/18 Measurement Date)	\$1,537,918	\$78,336	\$1,459,582
Changes Recognized for the Measurement Period:			
Service Cost	37,106	-	37,106
Interest on the total OPEB liability	96,977	-	96,977
Changes in benefit terms	-	-	-
Difference between expected and actual experience	(17,427)	-	(17,427)
Changes of assumptions	-	-	-
Contributions from the employer*	-	128,540	(128,540)
Net investment income	-	24,089	(24,089)
Administrative expenses	-	(83)	83
Benefit payments and refunds	(46,768)	(46,768)	-
Net Changes	69,888	105,778	(35,890)
Balance at December 31, 2020 (12/31/19 Measurement Date)	\$1,607,806	\$184,114	\$1,423,692

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate and Healthcare Cost Trend Rates –
The following presents the net OPEB liability of the District, as well as what the District’s net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.25%) or 1-percentage-point higher (7.25%) than the current discount rate:

Plan's Net OPEB Liability		
Discount Rate -1% (5.25 %)	Current Discount Rate (6.25%)	Discount Rate +1% (7.25%)
\$1,698,999	\$1,423,692	\$1,203,471

The following presents the net OPEB liability of the District, as well as what the District’s net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.0% to 4.0%) or 1-percentage-point higher (8.0% to 6.0%) than the current healthcare cost trend rates:

Plan's Net OPEB Liability		
Health Care Cost Trend Rates -1%	Health Care Cost Trend Rates	Health Care Cost Trend Rates +1%
\$1,413,207	\$1,423,692	\$1,433,614

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 8 – POST-EMPLOYMENT HEALTH CARE BENEFITS (Continued)

E. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended December 31, 2020, the District recognized OPEB expense of \$126,889. At December 31, 2020, the District reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$32,636	(\$15,593)
Changes in assumptions	18,347	-
Net difference between projected and actual earnings on plan investments	-	(9,883)
Employer contributions made subsequent to the measurement date	146,814	-
Total	\$197,797	(\$25,476)

\$146,814 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended December 31, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as pension expense as follows:

Year Ended December 31	Annual Amortization
2021	\$2,616
2022	2,616
2023	2,614
2024	2,123
2025	4,963
Thereafter	10,575

F. Payable to the OPEB Plan

At December 31, 2020, the District reported a payable of \$0 for the outstanding amount of contributions to the OPEB plan required for the year ended December 31, 2020.

NOTE 9 – COMMITMENTS AND CONTINGENCIES

Various claims have been filed against the District. In the opinion of the District's management and legal counsel, the claims will not have a material impact on the basic financial statements.

The District has capital project commitments as of December 31, 2020 and 2019 totaling \$742,551 and \$596,105, respectively, related to construction work.

**CITRUS HEIGHTS WATER DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019**

NOTE 10 – ECONOMIC DEPENDENCY

During 2020 and 2019, the District purchased 91.74% and 96.74%, respectively, of its water supply from the San Juan Water District (SJWD). Total purchases for the year ended December 31, 2020 and 2019 was \$2,917,535 and \$3,131,903, respectively. In addition, the District owns water transmission capacity entitlements through the cooperative transmission pipeline project owned and operated by SJWD.

NOTE 11 – INSURANCE

The District participates in the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) a public entity risk pool of California water agencies, for general and auto liability, public officials liability, property damage, fidelity insurance and workers compensation liability. ACWA/JPIA provides insurance through the pool up to a certain level, beyond which group purchased commercial excess insurance is obtained.

The District pays an annual premium to ACWA/JPIA that includes its pro-rata share of excess insurance premiums, charges for the pooled risk, claims adjusting and legal costs, and administrative and other costs to operate the ACWA/JPIA. The District’s deductibles and maximum coverage are as follows:

Type of Coverage (Deductible)	ACWA/ JPIA	Deductible
General and Auto Liability (Includes Public Officials Liability)	\$5,000,000	None
Property Damage *	100,000	\$2,500 - 50,000
Crime	100,000	1,000
Workers Compensation Liability	2,000,000	None
Employers Liability	2,000,000	None

* The District has additional \$500,000,000 in property damage coverage via ACWA/JPIA through the commercial

NOTE 12 – SUBSEQUENT EVENT

The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of businesses. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings. However, the related financial impact on District and the duration cannot be reasonably estimated at this time.



Required Supplementary Information

**CITRUS HEIGHTS WATER DISTRICT
REQUIRED SUPPLEMENTAL INFORMATION
For the Years Ended December 31, 2020 and 2019**

Citrus Heights Water District, a Cost-Sharing Defined Pension Plan
As of fiscal year ending December 31, 2020
**Schedule of the Plan's Proportionate Share of the Net Pension Liability and
Related Ratios as of the Measurement Date**
Last 10 Years***

	<u>6/30/2014</u>	<u>6/30/2015</u>	<u>6/30/2016</u>	<u>6/30/2017</u>	<u>6/30/2018</u>	<u>6/30/2019</u>	<u>6/30/2020</u>
Plan's Proportion of the Net Pension Liability/Asset	0.05398%	0.12216%	0.11962%	0.11866%	0.11673%	0.11515%	0.11563%
Plan's Proportionate Share of the Net Pension Liability/(Asset)	\$3,358,940	\$3,351,422	\$4,155,588	\$4,677,711	\$4,399,273	\$4,611,042	\$4,877,315
Plan's Covered Payroll	\$2,279,406	\$2,289,027	\$2,270,540	\$2,606,536	\$2,941,557	\$3,442,952	\$3,399,842
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	147.36%	146.41%	183.02%	179.46%	149.56%	133.93%	143.46%
Plan's Fiduciary Net Position as a Percentage of the Total Pension Liability	77.44%	79.89%	75.87%	75.39%	77.69%	77.73%	77.89%

* Fiscal year 2015 was the 1st year of implementation.

** Calpers provides the information based on a June 30 fiscal year end.

**CITRUS HEIGHTS WATER DISTRICT
REQUIRED SUPPLEMENTAL INFORMATION
For the Years Ended December 31, 2020 and 2019**

Citrus Heights Water District, a Cost-Sharing Defined Pension Plan
As of fiscal year ending December 31, 2020
SCHEDULE OF CONTRIBUTIONS
Last 10 Years *

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Actuarially determined contribution	\$ 468,974	\$ 347,181	\$ 572,724	\$ 700,242	\$ 663,989	\$ 716,803
Contributions in relation to the actuarially determined contributions	(468,974)	(347,181)	(572,724)	(700,242)	(663,989)	(716,803)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 2,129,887	\$ 2,362,614	\$ 2,667,190	\$ 3,046,586	\$ 3,537,549	\$ 3,466,168
Contributions as a percentage of covered-employee payroll	22.02%	14.69%	21.47%	22.98%	18.77%	20.68%

* Fiscal year 2015 was the 1st year of implementation.

CITRUS HEIGHTS WATER DISTRICT REQUIRED SUPPLEMENTAL INFORMATION For the Years Ended December 31, 2020 and 2019

SCHEDULE OF CHANGES IN NET OPEB LIABILITY AND RELATED RATIOS
 Agent Multiple Employer Plan
 Last 10 years*

Measurement Date	12/31/17	12/31/18	12/31/19
Total OPEB Liability			
Service Cost	\$ 25,905	\$ 26,682	\$ 37,106
Interest	83,640	87,918	96,977
Differences between expected and actual experience	-	41,338	(17,427)
Changes in assumptions	-	23,239	-
Changes in benefits	(41,228)	(42,527)	(46,768)
Net change in total OPEB liability	68,317	136,650	69,888
Total OPEB liability - beginning	1,332,951	1,401,268	1,537,918
Total OPEB liability - ending (a)	\$ 1,401,268	\$ 1,537,918	\$ 1,607,806
Total Plan Fiduciary Net Position			
Contributions - employer	\$ 41,228	\$ 122,527	\$ 128,540
Contributions - employee	-	-	-
Net investment income	-	(1,658)	24,089
Benefit payments	(41,228)	(42,527)	(46,768)
Administrative expenses	-	(6)	(83)
Other changes	-	-	-
Net change in plan Fiduciary Net Position	-	78,336	105,778
Plan Fiduciary Net Position - beginning	-	-	78,336
Plan Fiduciary Net Position - ending (b)	\$ -	\$ 78,336	\$ 184,114
Plan net OPEB liability (a)-(b)	\$ 1,401,268	\$ 1,459,582	\$ 1,423,692
Covered-employee payroll	\$ 3,278,242	\$ 3,658,217	\$ 3,677,546
Net OPEB liability as a percentage of covered-employee payroll	42.74%	39.90%	38.71%

Notes to schedule:

* - Fiscal year 2018 was the first year of implementation.

**CITRUS HEIGHTS WATER DISTRICT
REQUIRED SUPPLEMENTAL INFORMATION
For the Years Ended December 31, 2020 and 2019**

SCHEDULE OF CONTRIBUTIONS

Agent Multiple Employer Plan
Last Ten Fiscal Years*

Fiscal Year Ended December 31,	2018	2019	2020
Actuarially determined contribution	\$ 122,000	\$ 130,652	\$ 170,121
Contributions in relation to the actuarially determined contributions	122,527	128,530	146,824
Contribution deficiency (excess)	\$ (527)	\$ 2,122	\$ 23,297
Covered-employee payroll	\$ 3,278,242	\$ 3,658,217	\$ 3,677,546
Contributions as a percentage of covered-employee payroll	3.74%	3.51%	3.99%

Notes to Schedule

Methods and assumptions used to determine contribution rates:

Valuation Date	December 31, 2016	December 31, 2018
Actuarial Cost Method	Entry Age Normal, Level Percentage of Payroll	Entry Age Normal, Level Percentage of Payroll
Amortization Method	Level percent of pay	Level percent of pay
Amortization Period	19-year fixed period for 2019	18-year fixed period for 2020
Asset Valuation Method	n/a	n/a
Discount Rate	6.25%	6.25%
General Inflation	2.75% annually	2.75% annually
Medical Trend	7.0% for 2018, decreasing to an ultimate rate of 5.0% in 2022	7.5% for 2020, decreasing to an ultimate rate of 4.0% in 2076
Mortality	CalPERS 1997-2011 experience study	CalPERS 1997-2015 experience study
Mortality Improvement	Mortality projected fully generational with Scale MP-16	Post-retirement mortality projected fully generational with Scale MP-18

* - Fiscal year 2018 was the first year of implementation.



Statistical Section

CITRUS HEIGHTS WATER DISTRICT

Statistical Section

Table of Contents

This section of the Citrus Heights Water District's (District) comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

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These schedules contain trend information to help the reader understand how the District's financial performance and well-being have changed over time.

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These schedules contain information to help the reader assess the District's ability to generate water revenues, the most significant source of revenue to the District.

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These schedules offer demographic and economic indicators to help the reader understand the environment within which the District's financial activities take place.

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These schedules contain service and infrastructure data to help the reader understand how the information in the District's financial report relates to the services the District provides and the activities it performs.

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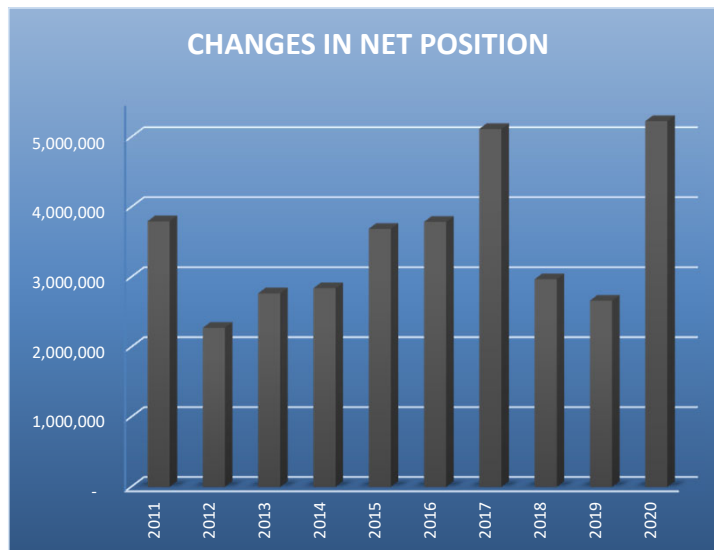
Financial Trends



CITRUS HEIGHTS WATER DISTRICT
Changes in Net Position and Net Position by Component

Last Ten Fiscal Years
 Schedule 1

	2011	2012	2013	2014	2015
Changes in net position:					
Operating revenues (see Schedule 2)	\$ 10,227,212	10,693,408	11,358,086	11,331,301	10,884,550
Operating expenses (see Schedule 3)	(5,776,273)	(6,504,014)	(6,598,323)	(6,358,613)	(6,023,057)
Depreciation and amortization	(1,801,434)	(1,778,195)	(1,898,303)	(2,003,488)	(2,098,944)
Operating income(loss)	2,649,505	2,411,199	2,861,460	2,969,200	2,762,549
Non-operating revenues(expenses)					
Investment income	28,618	24,067	24,586	15,547	19,093
Miscellaneous income	1,155,861	16,127	13,616	12,716	28,606
Groundwater transfers and sales	-	-	-	-	-
Interest expense	(257,183)	(243,737)	(206,480)	(195,210)	(173,462)
(Loss) gain on disposal of capital assets	(30,516)	(31,125)	1,595	(30,669)	4,834
Total non-operating revenues(expenses), net	896,780	(234,668)	(166,683)	(197,616)	(120,929)
Net income before capital contributions	3,546,285	2,176,531	2,694,777	2,771,584	2,641,620
Capital Contributions					
Grant Revenues	22,699	3,126	3,178	10,310	610,431
Capital contributions	228,952	96,445	70,657	59,248	438,567
Changes in net position	\$ 3,797,936	2,276,102	2,768,612	2,841,142	3,690,618
Net position by component:					
Prior Year adjustment	\$ -	-	\$ -	\$ -	(3,728,767)
Net investment in capital assets	38,151,330	40,384,388	42,108,244	45,931,665	50,895,005
Restricted	731,706	536,967	536,973	536,963	533,350
Unrestricted	9,131,936	9,765,994	10,414,469	9,432,200	4,434,324
Total net position	\$ 48,014,972	50,687,349	53,059,686	55,900,828	52,133,912

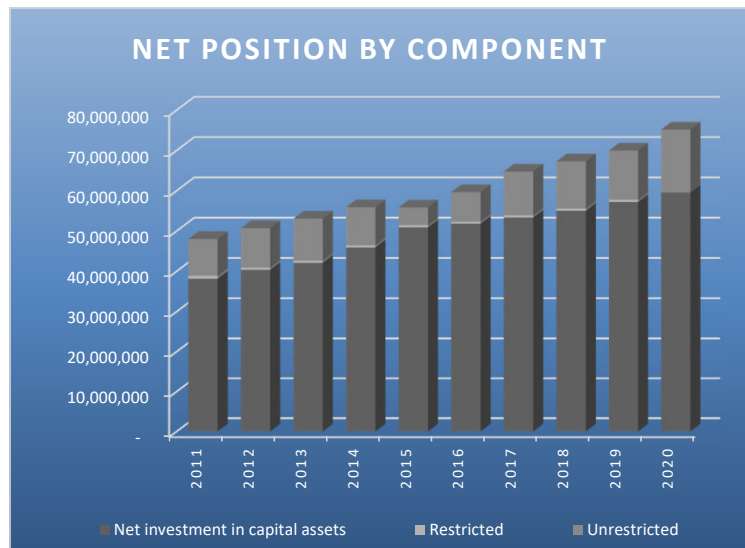


Source: District Administrative Services Department

CITRUS HEIGHTS WATER DISTRICT
Changes in Net Position and Net Position by Component

Last Ten Fiscal Years
 Schedule 1 (Continued)

	2016	2017	2018	2019	2020	
Changes in net position:						
\$	12,325,057	14,043,049	14,375,044	15,340,476	19,203,757	Operating revenues (see Schedule 2)
	(7,043,963)	(7,534,381)	(9,531,439)	(11,230,314)	(11,787,520)	Operating expenses (see Schedule 3)
	(2,203,170)	(2,345,281)	(2,388,634)	(2,435,900)	(2,469,339)	Depreciation and amortization
	<u>3,077,924</u>	<u>4,163,387</u>	<u>2,454,971</u>	<u>1,674,262</u>	<u>4,946,898</u>	Operating income(loss)
						Non-operating revenues(expenses)
	38,313	63,531	159,437	214,962	116,981	Investment income
	68,203	77,074	107,546	69,322	42,989	Miscellaneous income
	-	1,058,793	347,583	38,316	-	Groundwater transfers and sales
	(155,214)	(145,911)	(147,540)	(124,346)	(95,741)	Interest expense
	(137,567)	(155,343)	(164,842)	(105,755)	(73,310)	(Loss) gain on disposal of capital assets
	<u>(186,265)</u>	<u>898,144</u>	<u>302,184</u>	<u>92,499</u>	<u>(9,081)</u>	Total non-operating revenues(expenses), net
	<u>2,891,659</u>	<u>5,061,531</u>	<u>2,757,155</u>	<u>1,766,761</u>	<u>4,937,817</u>	Net income before capital contributions
	715	-	-	-	-	Capital Contributions
	896,688	55,813	213,121	898,084	290,182	Grant Revenues
						Capital contributions
\$	<u>3,789,062</u>	<u>5,117,344</u>	<u>2,970,276</u>	<u>2,664,845</u>	<u>5,227,999</u>	Changes in net position
Net position by component:						
	-	-	-	-	-	Prior Year adjustment
	51,801,433	53,350,420	55,029,058	57,193,152	59,531,355	Net investment in capital assets
	533,796	535,733	541,475	542,660	-	Restricted
	<u>7,316,512</u>	<u>10,882,932</u>	<u>11,717,632</u>	<u>12,217,198</u>	<u>15,649,654</u>	Unrestricted
\$	<u>59,651,741</u>	<u>64,769,085</u>	<u>67,288,165</u>	<u>69,953,010</u>	<u>75,181,009</u>	Total net position

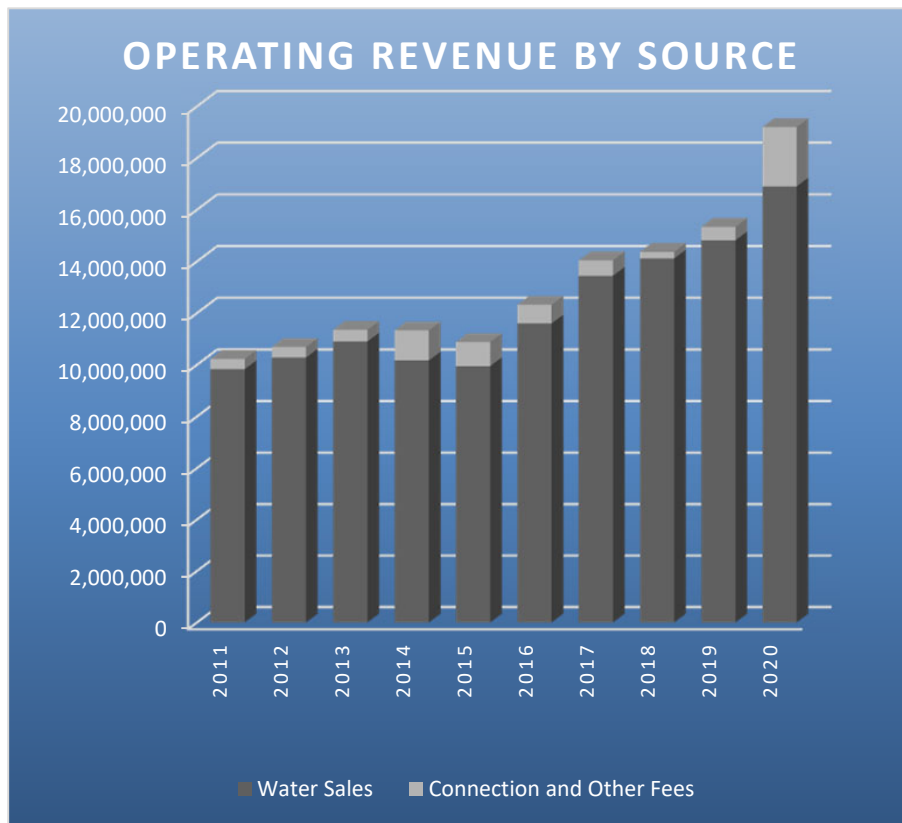


CITRUS HEIGHTS WATER DISTRICT

Operating Revenue By Source

Last Ten Fiscal Years
Schedule 2

Fiscal Year	Water Sales	Connection and Other Fees	Total Operating Revenue
2011	\$ 9,833,125	\$ 394,087	\$ 10,227,212
2012	10,285,029	408,379	10,693,408
2013	10,905,197	452,889	11,358,086
2014	10,171,473	1,159,828	11,331,301
2015	9,953,864	930,686	10,884,550
2016	11,602,622	722,435	12,325,057
2017	13,448,691	594,358	14,043,049
2018	14,119,865	255,179	14,375,044
2019	14,823,207	517,269	15,340,476
2020	16,908,986	2,294,771	19,203,757

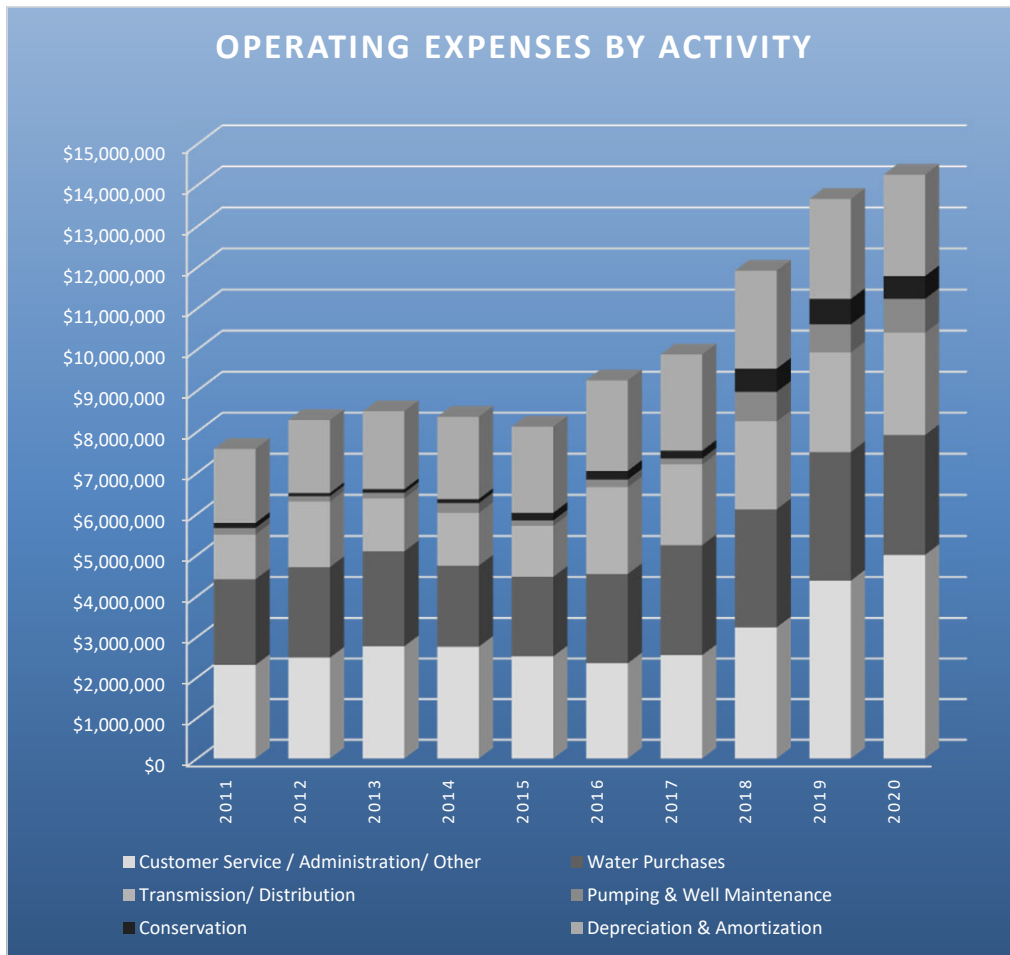


Source: District Administrative Services Department

CITRUS HEIGHTS WATER DISTRICT
Operating Expenses by Activity

Last Ten Fiscal Years
Schedule 3

Fiscal Year	Customer Service / Administration / Other	Water Purchases	Transmission/ Distribution	Pumping & Well Maintenance	Conservation	Depreciation & Amortization	Total Operating Expenses
2011	\$ 2,302,582	\$ 2,102,734	\$ 1,086,422	\$ 162,835	\$ 121,700	\$ 1,801,434	\$ 7,577,707
2012	2,481,956	2,219,550	1,597,456	130,129	74,923	1,778,195	8,282,209
2013	2,763,786	2,322,002	1,289,768	133,950	88,817	1,898,303	8,496,626
2014	2,752,172	1,984,921	1,282,941	239,344	99,235	2,003,488	8,362,101
2015	2,514,087	1,950,627	1,239,387	132,842	186,114	2,098,944	8,122,001
2016	2,342,957	2,190,061	2,114,019	184,776	212,150	2,203,170	9,247,133
2017	2,543,736	2,692,482	1,963,750	145,077	189,336	2,345,281	9,879,662
2018	3,228,919	2,878,799	2,142,451	717,562	563,708	2,388,634	11,920,073
2019	4,371,420	3,131,903	2,425,827	683,432	617,732	2,435,900	13,666,214
2020	4,999,639	2,917,535	2,490,474	826,804	553,068	2,469,339	14,256,859



Source: District Administrative Services Department

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Revenue Capacity

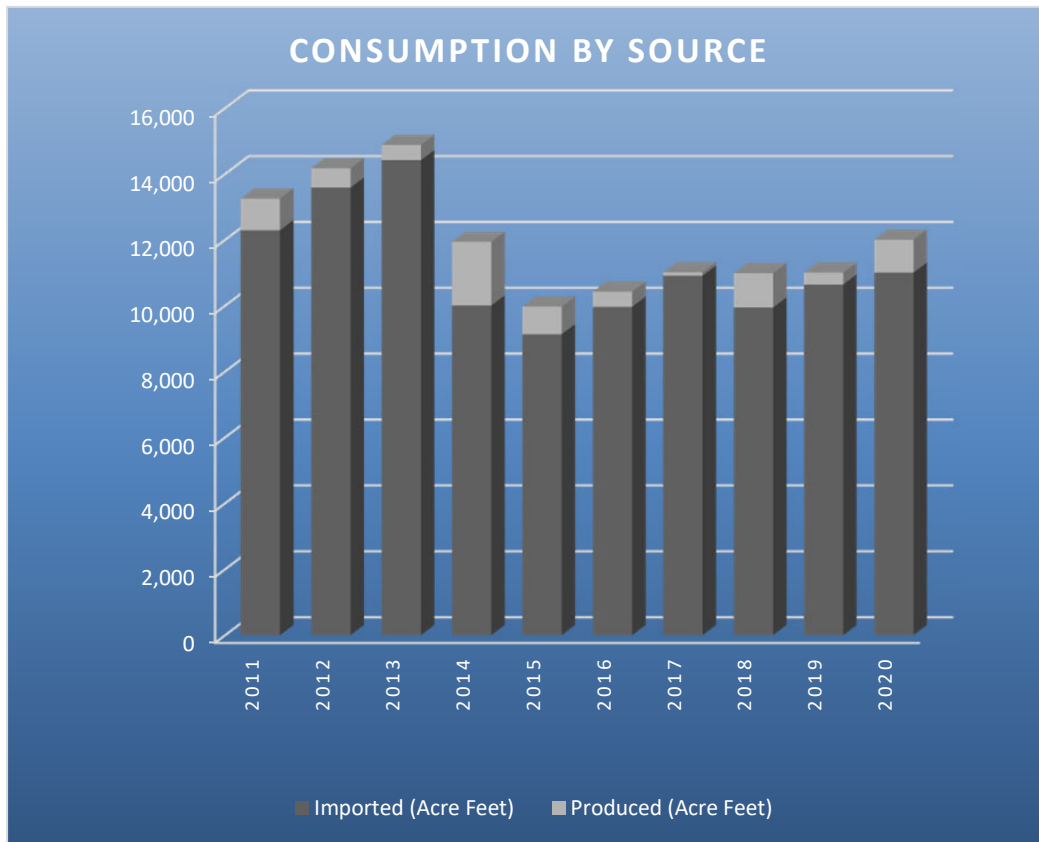


CITRUS HEIGHTS WATER DISTRICT

Revenue Base

Last Ten Fiscal Years Schedule 4

Fiscal Year	Consumption (Acre Feet)	Water Supply		% Water Imported
		Imported (Acre Feet)	Produced (Acre Feet)	
2011	13,252.18	12,289.80	962.38	92.74%
2012	14,169.76	13,583.02	586.74	95.86%
2013	14,881.54	14,416.21	465.33	96.87%
2014	11,937.24	10,007.61	1,929.63	83.84%
2015	9,973.47	9,132.60	840.87	91.57%
2016	10,422.44	9,964.89	457.55	95.61%
2017	11,014.52	10,909.88	104.64	99.05%
2018	10,981.66	9,940.53	1,041.13	90.52%
2019	11,001.23	10,642.14	359.09	96.74%
2020	12,003.53	11,001.81	1,001.72	91.65%



Source: District Operations Department

CITRUS HEIGHTS WATER DISTRICT

Water Rates

**Last Ten Fiscal Years
Schedule 5**

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Flat Rate Accounts (Bimonthly) ⁽¹⁾										
Single Dwelling	\$ 89.51	\$ 89.51	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Duplex Dwelling (per duplex side)	75.78	75.78	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Condominium Dwelling	75.78	75.78	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Apartments/Mobile Homes	75.78	75.78	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Irrigation Rate	117.88	117.88	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Metered Accounts ⁽²⁾										
Consumption (per unit ccf)										
Tier 1	\$ 0.6751	\$ 0.6751	\$ 0.6954	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Tier 2	0.7944	0.7944	0.8182	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Tier 3	0.8700	0.8700	0.8961	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Per Unit CCF (No tiers)	n/a	n/a	n/a	0.7440	0.7663	\$ 0.8735	\$ 0.9871	\$ 1.0167	\$ 1.0674	\$ 1.1800
Service Charge (bimonthly)										
Commercial/Domestic 3/4"	\$ 34.88	\$ 34.88	\$ 35.93	\$ 35.82	\$ 36.89	\$ 42.05	\$ 47.52	\$ 48.94	\$ 51.38	\$ 57.54
Commercial/Domestic 1"	50.04	50.04	51.54	54.50	56.13	63.98	72.30	74.46	78.18	87.29
Commercial/Domestic 1-1/2"	87.29	87.29	89.91	66.95	68.95	78.60	88.82	91.48	96.05	136.86
Commercial/Domestic 2"	132.51	132.51	136.49	129.20	133.07	151.69	171.41	176.55	185.37	196.35
Commercial/Domestic 3"	236.80	236.80	243.90	203.91	210.02	239.42	270.54	278.65	292.58	384.74
Commercial/Domestic 4"	385.88	385.88	397.46	403.13	415.22	473.35	534.89	550.93	578.47	662.36
Irrigation 3/4"	17.44	17.44	17.96	35.82	36.89	42.05	47.52	48.94	51.38	57.54
Irrigation 1"	25.02	25.02	25.77	54.50	56.13	63.98	72.30	74.46	78.18	87.29
Irrigation 1-1/2"	43.64	43.64	44.95	66.95	68.95	78.60	88.82	91.48	96.05	136.86
Irrigation 2"	66.25	66.25	68.24	129.20	133.07	151.69	171.41	176.55	185.37	196.35
Irrigation 3"	118.40	118.40	121.95	203.91	210.02	239.42	270.54	278.65	292.58	384.74
Irrigation 4"	192.94	192.94	198.73	403.13	415.22	473.35	534.89	550.93	578.47	662.36

Notes:

(1) The District completed the migration of Flat-Rate customers to meters in Fiscal Year 2012, and the Flat-Rate was eliminated for Fiscal Year 2013.

(2) The District abolished its tiered consumption charge beginning in 2014.

Source:

District Administrative Services Department

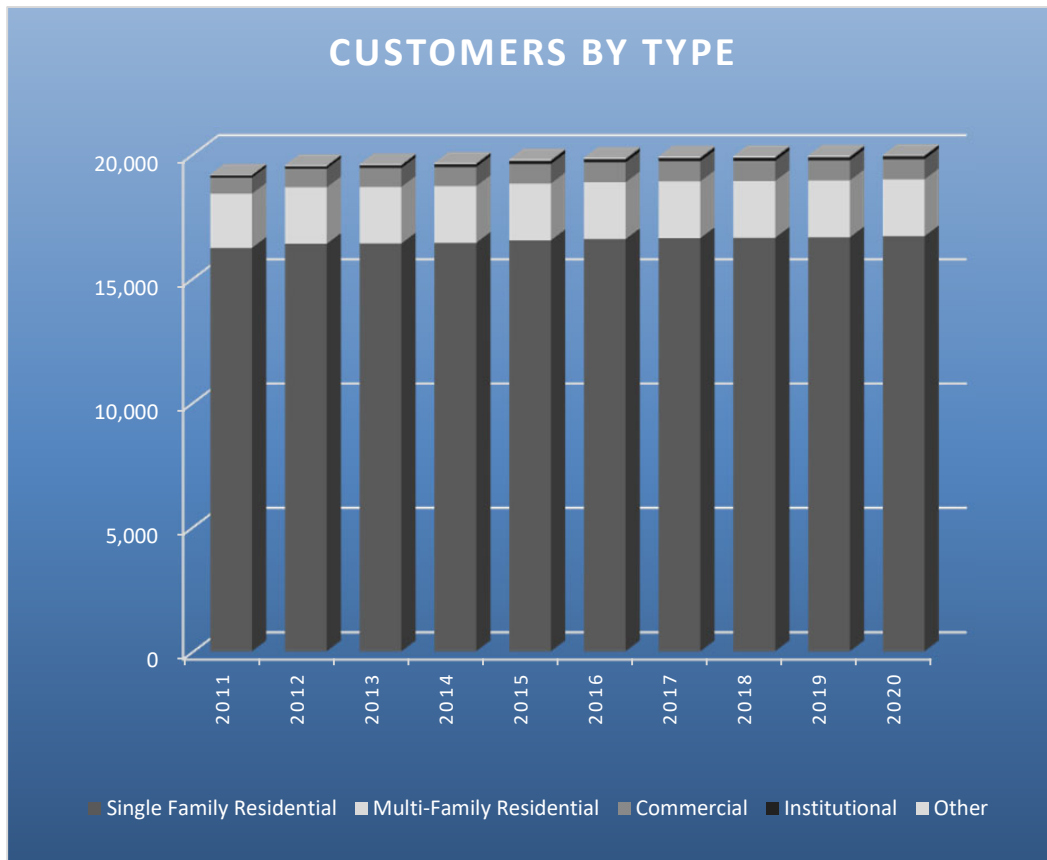
CITRUS HEIGHTS WATER DISTRICT

Customers by Type

Last Ten Fiscal Years

Schedule 6

Fiscal Year	Single Family Residential	Multi-Family Residential	Commercial	Institutional	Other	Total
2011	16,223	2,176	647	95	32	19,173
2012	16,385	2,272	751	101	43	19,552
2013	16,402	2,275	758	111	45	19,591
2014	16,425	2,280	771	118	51	19,645
2015	16,527	2,285	785	130	58	19,785
2016	16,576	2,283	802	131	59	19,851
2017	16,615	2,284	807	132	64	19,902
2018	16,627	2,284	807	132	61	19,911
2019	16,645	2,286	810	132	64	19,937
2020	16,691	2,288	809	132	38	19,958



Source: District Administrative Services Department
District Water Efficiency Department

CITRUS HEIGHTS WATER DISTRICT

Principal Customers

Current Fiscal Year and Ten Years Ago Schedule 7

Customer	2020	
	Billed Units (ccf's)	Percentage of Total
San Juan Unified School District	108,671	2.08%
JMK Investments	82,186	1.57%
Sunrise Recreation Park District	68,858	1.32%
JRK Investors	62,150	1.19%
Mount Vernon Memorial Park	41,004	0.78%
City of Citrus Heights	40,298	0.77%
Conference Claimants Endowment	28,834	0.55%
Pacific Capital Investments	27,727	0.53%
Wedgewood Commons Apts LLC	25,127	0.54%
Salishan Apartments	24,319	0.51%
Total Billed Units: Principal customers	509,174	9.85%
Total Billed Units	5,229,093	100.00%

Customer	2011	
	Billed Units (ccf's)	Percentage of Total
San Juan Unified School District	88,836	1.68%
Sunrise Recreation Park District	77,991	1.47%
JMK Investments	73,233	1.38%
JRK Investors	57,402	1.08%
Conference Claimants Endowment	38,318	0.72%
Salishan Apartments	31,923	0.60%
Big Oak Investments	26,275	0.50%
Wedgewood Commons Apts LLC	25,951	0.49%
Mount Vernon Memorial Park	24,679	0.47%
City of Citrus Heights	24,567	0.46%
Total Billed Units: Principal customers	469,175	8.85%
Total Billed Units	5,301,733	100.00%

Source:

District Administrative Services Department

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Debt Capacity



CITRUS HEIGHTS WATER DISTRICT

Ratios of Outstanding Debt by Type

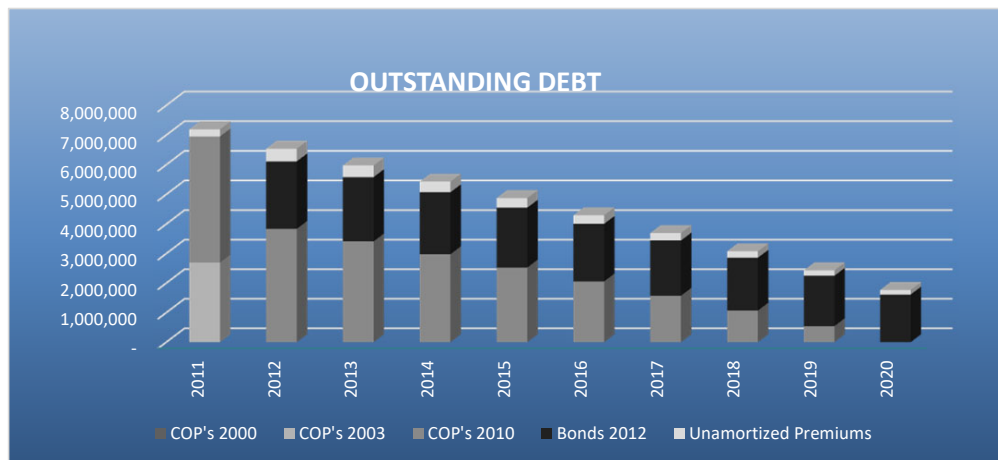
Last Ten Fiscal Years

Schedule 8

Fiscal Year	Certificates of Participation 2000 ⁽¹⁾	Certificates of Participation 2003 ⁽²⁾	Certificates of Participation 2010 ⁽³⁾	Refunding Revenue Bonds 2012 ⁽⁴⁾	Unamortized Premiums	Total		
						Total Debt	No. of Connections ⁽⁵⁾	Debt Per Capita (Rounded) ⁽⁵⁾
2011	\$ -	\$ 2,695,000	\$ 4,260,000	\$ -	\$ 238,041	\$7,193,041	19,173	\$375
2012	-	-	3,840,000	2,275,000	426,944	6,541,944	19,552	\$335
2013	-	-	3,415,000	2,170,000	392,125	5,977,125	19,591	\$305
2014	-	-	2,980,000	2,095,000	357,305	5,432,305	19,645	\$277
2015	-	-	2,530,000	2,025,000	322,486	4,877,486	19,785	\$247
2016	-	-	2,060,000	1,950,000	287,666	4,297,666	19,851	\$216
2017	-	-	1,575,000	1,870,000	252,847	3,697,847	19,902	\$186
2018	-	-	1,070,000	1,790,000	218,027	3,078,027	19,911	\$155
2019	-	-	545,000	1,705,000	183,208	2,433,208	19,937	\$122
2020	-	-	-	1,615,000	153,751	1,768,751	19,958	\$89

Notes:

- (1) In October 2000, the District issued \$7,900,000 of Certificates of Participation, Series 2000 to finance the cost of capital improvement projects.
- (2) In December 2003, the District issued \$2,915,000 of Certificates of Participation, Series 2003 to finance the cost of capital improvement projects.
- (3) In September 2010, the District issued \$5,155,000 of Revenue Certificates of Participation, Series 2010 to retire the outstanding 2000 Certificates of Participation.
- (4) In April 2012, the District issued \$2,275,000 of Revenue Refunding Bonds, Series 2012 to retire the outstanding 2003 Certificates of Participation.



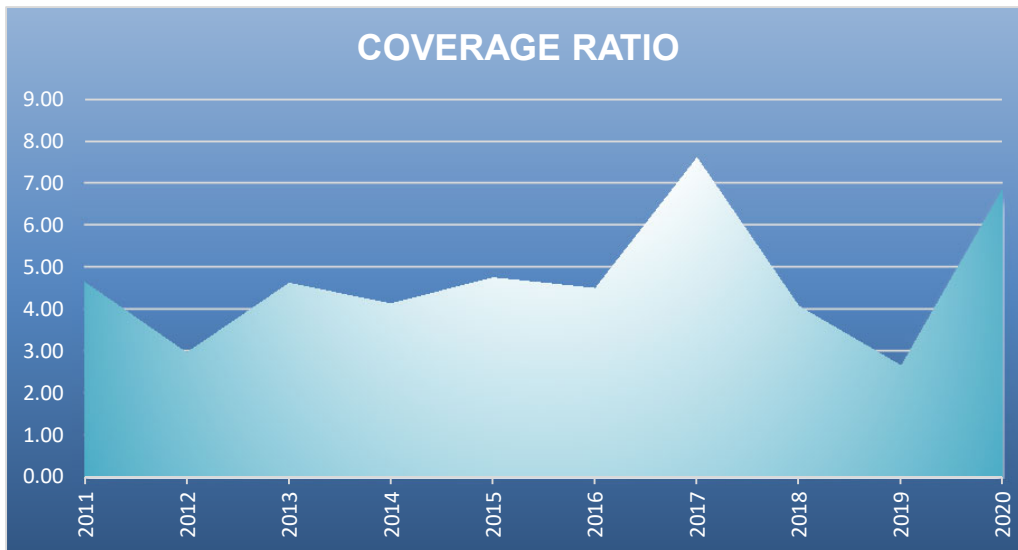
Source: District Administrative Services Department

CITRUS HEIGHTS WATER DISTRICT

Debt Coverage

Last Ten Fiscal Years
Schedule 9

Fiscal Year	Net Revenues	Operating Expenses	Net Available Revenues	Debt Service			Coverage Ratio
				Principal	Interest	Total	
2011	\$ 11,381,175	\$ (7,577,707)	\$ 3,803,468	\$ 560,000	\$ 257,183	\$ 817,183	4.65
2012	10,702,477	(8,282,209)	2,420,268	570,000	243,737	813,737	2.97
2013	11,397,883	(8,496,626)	2,901,257	420,000	206,480	626,480	4.63
2014	11,366,395	(8,362,101)	3,004,294	530,000	195,210	725,210	4.14
2015	11,375,650	(8,122,001)	3,253,649	510,000	173,462	683,462	4.76
2016	12,294,721	(9,247,133)	3,047,588	520,000	155,214	675,214	4.51
2017	15,142,917	(9,879,662)	5,263,255	545,000	145,911	690,911	7.62
2018	14,824,768	(11,920,073)	2,904,695	565,000	147,540	712,540	4.08
2019	15,557,321	(13,666,214)	1,891,107	585,000	124,346	709,346	2.67
2020	19,290,417	(14,256,859)	5,033,558	635,000	95,741	730,741	6.89



Source: District Administrative Services Department

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Demographic and Economic Information

CITRUS HEIGHTS WATER DISTRICT

Demographics and Economic Statistics

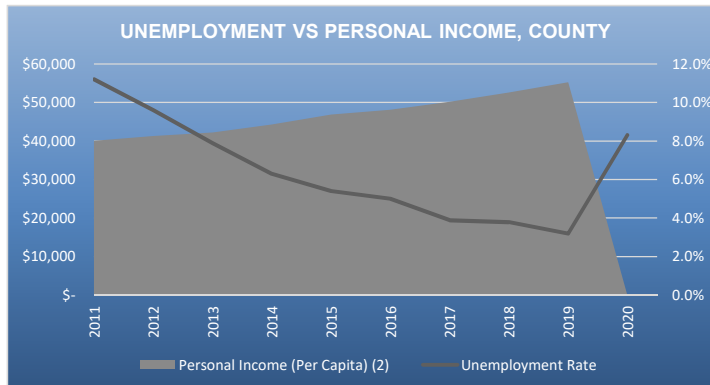
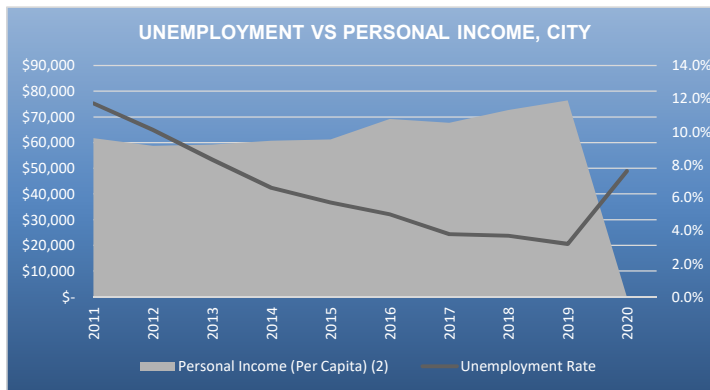
Last Ten Calendar Years Schedule 10

Fiscal Year	Total Number of Connections	City of Citrus Heights ⁽¹⁾				County of Sacramento ⁽¹⁾			
		Population ⁽³⁾	Unemployment Rate	Personal Income (thousands of dollars) ⁽²⁾	Personal Income (Per Capita) ⁽²⁾	Population ⁽³⁾	Unemployment Rate	Personal Income (thousands of dollars) ⁽²⁾	Personal Income (Per Capita) ⁽²⁾
2011	19,173	83,903	11.7%	\$5,178,325	\$61,718	1,435,002	11.2%	\$57,498,308	\$40,068
2012	19,552	84,489	10.1%	4,961,701	58,726	1,447,236	9.6%	59,775,785	41,303
2013	19,591	85,123	8.3%	5,044,729	59,264	1,460,023	7.9%	61,654,690	42,229
2014	19,645	85,891	6.6%	5,212,811	60,691	1,478,137	6.3%	65,486,553	44,303
2015	19,785	86,759	5.7%	5,308,263	61,184	1,496,644	5.4%	70,110,138	46,845
2016	19,851	87,380	5.0%	6,043,288	69,161	1,514,460	5.0%	72,878,458	48,122
2017	19,902	87,931	3.8%	5,952,753	67,698	1,530,615	3.9%	76,832,120	50,197
2018	19,911	87,910	3.7%	6,388,859	72,675	1,540,975	3.8%	80,969,087	52,544
2019	19,937	87,796	3.2%	6,710,775	76,436	1,552,058	3.2%	85,775,621	55,266
2020	19,958	n/a	7.6%	n/a	n/a	n/a	8.3%	n/a	n/a

Notes: (1) Demographic and economic statistics are provided for the City of Citrus Heights (City) and the County of Sacramento (County) because these statistics are not separately available for the District's service area. As the District is primarily comprised of some areas of the City, and unincorporated areas of the County, the District believes that data from the City and the County is representative of the conditions and experience of the District.

(2) Personal income and per capita personal income is not yet available for Fiscal Year 2020.

(3) Population data is not yet available for Fiscal Year 2020.



Sources: U.S. Bureau of Economic Analysis
U.S. Bureau of Labor Statistics
U.S. Census Bureau

CITRUS HEIGHTS WATER DISTRICT

Principal Employers ⁽¹⁾

Current Fiscal Year and Ten Years Ago
Schedule 12

2020			
Employer	Employees	Rank	Percentage of Employment
State of California	77,172	1	10.89%
Kaiser Permanente	15,585	2	1.74%
UC Davis Health	14,510	3	2.20%
County of Sacramento	12,360	4	2.05%
Sutter Health	10,764	5	1.52%
United States Government	10,559	6	1.49%
Dignity Health	7,871	7	1.11%
Intel Corporation	6,200	8	0.87%
Elk Grove Unified School District	6,164	9	0.75%
San Juan Unified School District	5,350	10	0.87%
<u>Total</u>	<u>166,535</u>		<u>23.50%</u>
Total County Employment	708,894		100.00%

2013 ⁽²⁾			
Employer	Employees	Rank	Percentage of Employment
State of California	69,469	1	10.31%
County of Sacramento	10,634	2	1.58%
Kaiser Permanente	5,696	8	0.85%
UC Davis Health	9,985	3	1.48%
United States Government	5,750	7	0.85%
Sutter Health	6,507	4	0.97%
Dignity Health	5,756	6	0.85%
Intel Corporation	6,000	5	0.89%
Elk Grove Unified School District	5,535	9	0.82%
San Juan Unified School District	4,700	10	0.70%
<u>Total</u>	<u>130,032</u>		<u>19.29%</u>
Total County Employment	673,727		100.00%

Notes:

(1) Data is not separately available for the District's service area. As the District serves an area comprising, in large part, the City of Citrus Heights, and unincorporated areas of the County of Sacramento, information for the County of Sacramento has been presented.

(2) Data is not available for the years prior to 2013.

Source:

Sacramento Business Journal
U.S. Bureau of Labor Statistics

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Operating Information

CITRUS HEIGHTS WATER DISTRICT

District Employees by Department

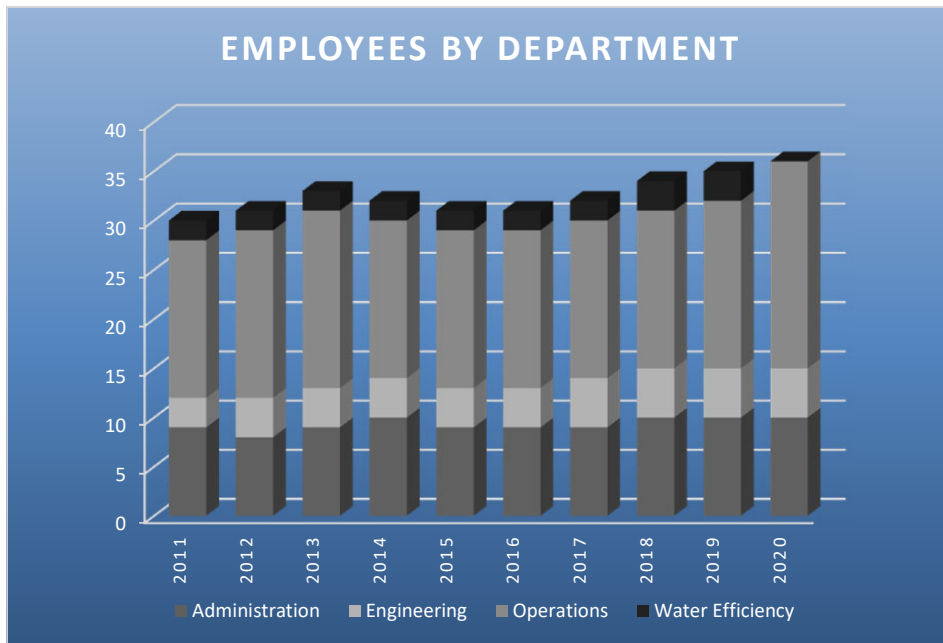
Last Ten Fiscal Years

Schedule 11

Department	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Administration	9	8	9	10	9	9	9	10	10	10
Engineering	3	4	4	4	4	4	5	5	5	5
Operations Water	16	17	18	16	16	16	16	16	17	21
Efficiency (1)	2	2	2	2	2	2	2	3	3	-
Total	30	31	33	32	31	31	32	34	35	36

Notes:

(1) The Water Efficiency department was reorganized as part of the Operations department in 2020.



Source: District Administrative Services Department

CITRUS HEIGHTS WATER DISTRICT

Other Operating and Capacity Indicators

Last Ten Fiscal Years

Schedule 13

Fiscal Year	Total Connections	Total Annual Demand (Acre Feet)	Pipeline (mi)	Wells	Meters	Hydrants
2011	19,173	13,252.18	239.72	4	19,419	1,980
2012	19,552	14,169.76	240.87	4	19,457	1,996
2013	19,591	14,881.54	242.51	4	19,488	2,037
2014	19,645	11,937.24	243.80	4	19,538	2,062
2015	19,785	9,973.47	245.56	4	19,594	2,087
2016	19,851	10,422.44	248.19	5	19,789	2,133
2017	19,902	11,014.52	249.31	6	19,912	2,160
2018	19,911	10,981.66	249.97	6	20,007	2,181
2019	19,937	11,001.23	250.26	6	20,043	2,368
2020	19,958	12,003.53	251.97	6	20,060	2,373

Source: District Administrative Services Department
District Engineering Department
District Water Efficiency Department

Citrus Heights Water District
6230 Sylvan Road, Citrus Heights, CA 95610
916.725.6873 www.chwd.org

Attachment 2
Memorandum on Internal Control
and Required Communications
For the Year Ended December 31, 2019

CITRUS HEIGHTS WATER DISTRICT
MEMORANDUM ON INTERNAL CONTROL
AND
REQUIRED COMMUNICATIONS
FOR THE YEAR ENDED DECEMBER 31, 2020

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**CITRUS HEIGHTS WATER DISTRICT
MEMORANDUM ON INTERNAL CONTROL
AND
REQUIRED COMMUNICATIONS**

For the Year Ended December 31, 2020

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MEMORANDUM ON INTERNAL CONTROL

To the Board of Directors of
the Citrus Heights Water District
Citrus Heights, California

In planning and performing our audit of the basic financial statements of the Citrus Heights Water District (District) as of and for the year ended December 31, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Included in the Schedule of Other Matters are recommendations not meeting the above definitions that we believe are opportunities for strengthening internal controls and operating efficiency.

Management's written responses included in this report have not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, Board of Directors, and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

Maze + Associates

Pleasant Hill, California
April 13, 2021

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**CITRUS HEIGHTS WATER DISTRICT
CURRENT STATUS OF PRIOR YEAR SIGNIFICANT DEFICIENCIES**

2019-01: General Review of Journal Entries

Criteria: The District's journal entries to the general ledger should accurately recorded the accounting events they pertain to. Furthermore, journal entries should be reviewed and approved in a timely manner.

Condition: During our interim audit, we noted four exceptions out of the twenty-five journal entries selected for review:

- JE 251189 was incorrectly debited and credited. It appears that rather reducing the prepaid expenses, it increased that account when recognizing employee medical expenses.
- JE 246212, 246703, 246796 were approved around 45-58 days after the prepared date.

Cause: Appears to be staff oversight as other journal entries similar are correctly accounted for. Per staff, the late approval dates are because journal entries are given in batches to be approved, instead of giving them as they are prepared.

Effect: This results in the District's general ledger inaccurately reflecting the accounting events that have taken place. It could also increase the risk of errors and other misstatements going undetected and not corrected timely.

Recommendation: We recommend that the District staff do a thorough review before approving journal entries and approve them in a timely manner.

Current status provided by Management: Journal entries are reviewed thoroughly by the appropriate reviewer prior to being approved. Additionally, staff enacted an administrative procedure requiring all journal entries must be approved within 45 days of the prepared date.

**CITRUS HEIGHTS WATER DISTRICT
SCHEDULE OF OTHER MATTERS**

2020-01: UPCOMING GASBS

There are a number of new accounting and financial reporting pronouncements that have been issued by the Governmental Accounting Standards Board, the authoritative standard setting body in the United States. We have included the one that will have an impact on the District's financial statements, effective in fiscal year ending December 31, 2020, to keep you informed about these developments on a proactive basis.

The following pronouncement are effective in fiscal year 2020 and beyond:

EFFECTIVE FISCAL YEAR 2020:

GASB 84 – Fiduciary Activities

The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

An activity meeting the criteria should be reported in a fiduciary fund in the basic financial statements. Governments with activities meeting the criteria should present a statement of fiduciary net position and a statement of changes in fiduciary net position. An exception to that requirement is provided for a business-type activity that normally expects to hold custodial assets for three months or less.

This Statement describes four fiduciary funds that should be reported, if applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds. Custodial funds generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria.

A fiduciary component unit, when reported in the fiduciary fund financial statements of a primary government, should combine its information with its component units that are fiduciary component units and aggregate that combined information with the primary government's fiduciary funds.

This Statement also provides for recognition of a liability to the beneficiaries in a fiduciary fund when an event has occurred that compels the government to disburse fiduciary resources. Events that compel a government to disburse fiduciary resources occur when a demand for the resources has been made or when no further action, approval, or condition is required to be taken or met by the beneficiary to release the assets.

**CITRUS HEIGHTS WATER DISTRICT
SCHEDULE OF OTHER MATTERS**

GASB 90 – *Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61*

The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value.

**GASB 90 – *Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61*
(Continued)**

For all other holdings of a majority equity interest in a legally separate organization, a government should report the legally separate organization as a component unit, and the government or fund that holds the equity interest should report an asset related to the majority equity interest using the equity method. This Statement establishes that ownership of a majority equity interest in a legally separate organization results in the government being financially accountable for the legally separate organization and, therefore, the government should report that organization as a component unit.

This Statement also requires that a component unit in which a government has a 100 percent equity interest account for its assets, deferred outflows of resources, liabilities, and deferred inflows of resources at acquisition value at the date the government acquired a 100 percent equity interest in the component unit. Transactions presented in flows statements of the component unit in that circumstance should include only transactions that occurred subsequent to the acquisition.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Earlier application is encouraged. The requirements should be applied retroactively, except for the provisions related to (1) reporting a majority equity interest in a component unit and (2) reporting a component unit if the government acquires a 100 percent equity interest. Those provisions should be applied on a prospective basis.

**CITRUS HEIGHTS WATER DISTRICT
SCHEDULE OF OTHER MATTERS**

GASB 92 – Omnibus 2020

The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics and includes specific provisions about the following:

- The effective date of Statement No. 87, Leases, and Implementation Guide No. 2019-3, Leases, for interim financial reports
- Reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan
- The applicability of Statements No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68, as amended, and No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, as amended, to reporting assets accumulated for postemployment benefits
- The applicability of certain requirements of Statement No. 84, Fiduciary Activities, to postemployment benefit arrangements
- Measurement of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition
- Reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers
- Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature
- Terminology used to refer to derivative instruments.

The requirements of this Statement are effective as follows:

- The requirements related to the effective date of Statement 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments are effective upon issuance.
- The requirements related to intra-entity transfers of assets and those related to the applicability of Statements 73 and 74 are effective for fiscal years beginning after June 15, 2020.
- The requirements related to application of Statement 84 to postemployment benefit arrangements and those related to nonrecurring fair value measurements of assets or liabilities are effective for reporting periods beginning after June 15, 2020.
- The requirements related to the measurement of liabilities (and assets, if any) associated with AROs in a government acquisition are effective for government acquisitions occurring in reporting periods beginning after June 15, 2020.

**CITRUS HEIGHTS WATER DISTRICT
SCHEDULE OF OTHER MATTERS**

EFFECTIVE FISCAL YEAR 2020/21:

GASB 87 – Leases

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. Any contract that meets this definition should be accounted for under the leases guidance, unless specifically excluded in this Statement.

GASB 89 – Accounting for Interest Cost Incurred before the End of a Construction Period

The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

**CITRUS HEIGHTS WATER DISTRICT
SCHEDULE OF OTHER MATTERS**

EFFECTIVE FISCAL YEAR 2021/22:

GASB 91 – Conduit Debt Obligations

The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

A conduit debt obligation is defined as a debt instrument having *all* of the following characteristics:

- There are at least three parties involved:
 - (1) an issuer
 - (2) a third-party obligor, and
 - (3) a debt holder or a debt trustee.
- The issuer and the third-party obligor are not within the same financial reporting entity.
- The debt obligation is not a parity bond of the issuer, nor is it cross-collateralized with other debt of the issuer.
- The third-party obligor or its agent, not the issuer, ultimately receives the proceeds from the debt issuance.
- The third-party obligor, not the issuer, is primarily obligated for the payment of all amounts associated with the debt obligation (debt service payments).

GASB 91 – Conduit Debt Obligations (Continued)

All conduit debt obligations involve the issuer making a limited commitment. Some issuers extend additional commitments or voluntary commitments to support debt service in the event the third party is, or will be, unable to do so.

An issuer should not recognize a conduit debt obligation as a liability. However, an issuer should recognize a liability associated with an additional commitment or a voluntary commitment to support debt service if certain recognition criteria are met. As long as a conduit debt obligation is outstanding, an issuer that has made an additional commitment should evaluate at least annually whether those criteria are met. An issuer that has made only a limited commitment should evaluate whether those criteria are met when an event occurs that causes the issuer to reevaluate its willingness or ability to support the obligor's debt service through a voluntary commitment.

This Statement also addresses arrangements—often characterized as leases—that are associated with conduit debt obligations. In those arrangements, capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by third-party obligors in the course of their activities. Payments from third-party obligors are intended to cover and coincide with debt service payments. During those arrangements, issuers retain the titles to the capital assets. Those titles may or may not pass to the obligors at the end of the arrangements.

**CITRUS HEIGHTS WATER DISTRICT
SCHEDULE OF OTHER MATTERS**

GASB 91 – Conduit Debt Obligations (Continued)

Issuers should not report those arrangements as leases, nor should they recognize a liability for the related conduit debt obligations or a receivable for the payments related to those arrangements. In addition, the following provisions apply:

- If the title passes to the third-party obligor at the end of the arrangement, an issuer should not recognize a capital asset.
- If the title does not pass to the third-party obligor and the third party has exclusive use of the entire capital asset during the arrangement, the issuer should not recognize a capital asset until the arrangement ends.
- If the title does not pass to the third-party obligor and the third party has exclusive use of only portions of the capital asset during the arrangement, the issuer, at the inception of the arrangement, should recognize the entire capital asset and a deferred inflow of resources. The deferred inflow of resources should be reduced, and an inflow recognized, in a systematic and rational manner over the term of the arrangement.

This Statement requires issuers to disclose general information about their conduit debt obligations, organized by type of commitment, including the aggregate outstanding principal amount of the issuers' conduit debt obligations and a description of each type of commitment. Issuers that recognize liabilities related to supporting the debt service of conduit debt obligations also should disclose information about the amount recognized and how the liabilities changed during the reporting period.

HOW THE CHANGES IN THIS STATEMENT WILL IMPROVE FINANCIAL REPORTING

The requirements of this Statement will improve financial reporting by eliminating the existing option for issuers to report conduit debt obligations as their own liabilities, thereby ending significant diversity in practice. The clarified definition will resolve stakeholders' uncertainty as to whether a given financing is, in fact, a conduit debt obligation. Requiring issuers to recognize liabilities associated with additional commitments extended by issuers and to recognize assets and deferred inflows of resources related to certain arrangements associated with conduit debt obligations also will eliminate diversity, thereby improving comparability in reporting by issuers. Revised disclosure requirements will provide financial statement users with better information regarding the commitments issuers extend and the likelihood that they will fulfill those commitments. That information will inform users of the potential impact of such commitments on the financial resources of issuers and help users assess issuers' roles in conduit debt obligations.

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REQUIRED COMMUNICATIONS

To the Board of Directors of
the Citrus Heights Water District
Citrus Heights, California

We have audited the basic financial statements of the Citrus Heights Water District (District) for the year ended December 31, 2020. Professional standards require that we communicate to you the following information related to our audit under generally accepted auditing standards.

Significant Audit Findings

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are included in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year, except as follows:

The following Governmental Accounting Standards Board (GASB) pronouncement became effective:

GASB 89 – Accounting for Interest Cost Incurred before the End of a Construction Period – The primary objective of this Statement is to provide guidance on capitalization of interest costs during a construction project.

GASB 95 – Postponement of the Effective Dates of Certain Authoritative Guidance - The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later.

Unusual Transactions, Controversial or Emerging Areas

We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the District's financial statements were:

Estimated Fair Value of Investments: As of December 31, 2020, the District held \$18.5 million of cash and investments as measured by fair value as disclosed in Note 2 to the financial statements. Fair value is essentially market pricing in effect as of December 31, 2020. These fair values are not required to be adjusted for changes in general market conditions occurring subsequent to December 31, 2020.

Estimate of Depreciation: Management's estimate of the depreciation is based on useful lives determined by management. These lives have been determined by management based on the expected useful life of assets as disclosed in Note 1 to the financial statements. We evaluated the key factors and assumptions used to develop the depreciation estimate and determined that it is somewhat reasonable in relation to the basic financial statements taken as a whole.

Estimate of Compensated Absences: Accrued compensated absences which are comprised of accrued vacation, holiday, and certain other compensating time is estimated using accumulated unpaid leave hours and hourly pay rates in effect at the end of the fiscal year as disclosed in Note 4 to the financial statements. We evaluated the key factors and assumptions used to develop the accrued compensated absences and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Estimated Net Pension Liabilities and Pension-Related Deferred Outflows and Inflows of Resources: Management's estimate of the net pension liabilities and deferred outflows/inflows of resources are disclosed in Note 7 to the financial statements and are based on actuarial studies determined by a consultant, which are based on the experience of the District. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Estimated Net OPEB Liabilities and OPEB-Related Deferred Outflows Resources: Management's estimate of the net OPEB liabilities and deferred outflows of resources are disclosed in Note 8 to the financial statements and are based on actuarial studies determined by a consultant, which are based on the experience of the District. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We did not propose any audit adjustments that, in our judgment, could have a significant effect, either individually or in the aggregate, on the District's financial reporting process.

Professional standards require us to accumulate all known and likely uncorrected misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We have no such misstatements to report to the Board of Directors.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in a management representation letter dated April 13, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Information Accompanying the Financial Statements

We applied certain limited procedures to the required supplementary information that accompanies and supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the required supplementary information and do not express an opinion or provide any assurance on the required supplementary information.

We were not engaged to report on the Introductory and Statistical Sections which accompany the financial statements, but are not required supplementary information. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

This information is intended solely for the use of the Board of Directors and management and is not intended to be, and should not be, used by anyone other than these specified parties.

Maze + Associates

Pleasant Hill, California
April 13, 2021

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 REGULAR MEETING

SUBJECT : WATER AWARENESS POSTER CONTEST
 STATUS : Presentation Item
 REPORT DATE : April 29, 2021
 PREPARED BY : Brady Chambers, Water Efficiency Technician
 Rex W. Meurer, Water Efficiency Supervisor
 Rebecca Scott, Director of Operations

OBJECTIVE:

Announce the winners of this year's Water Awareness Poster Contest conducted by the Citrus Heights Water District.

BACKGROUND AND ANALYSIS:

The Water Efficiency Poster Contest has traditionally been sponsored by several local water agencies, including Citrus Heights Water District (District or CHWD). However, due to COVID-19 related logistics issues, the other agencies chose not to participate in the contest this year. Therefore, CHWD's Water Efficiency program recently sponsored the 2021 Water Awareness Poster Contest. A total of 104 fourth through sixth grade students at four elementary schools within the District's service area submitted posters based on this year's theme: "Rain or Shine – I Save Water all the Time." The contest entries were judged by District staff and 12 posters were selected.

The District awarded a first-place prize of \$100 and \$50 for the 11 runner-ups. In addition, each winning student's class received an award of \$100. The winning entries will be featured in the 2022 Water Efficiency Calendar. The Grand Prize Winner is featured on the cover of the calendar and featured in the month of May, which represents Water Awareness Month.

The District's Water Efficiency Poster Contest winners are listed below:

First Place Winner:	Kendall Nemeth, 5 th Grade, Oakview Elementary School Teacher: Raquel Junker
Runner-Up:	Aiden Baker, 5 th Grade, Oakview Elementary School Teacher: Raquel Junker
Runner-Up:	Layla Rocker, 6 th Grade, Woodside School Teacher: Susanne Slayton
Runner-Up:	Yasmeen Sabala, 6 th Grade, Woodside School Teacher: Susanne Slayton
Runner-Up:	Augibi Rodrigue, 6 th Grade, Woodside School Teacher: Susanne Slayton
Runner-Up:	Dylan Powell, 6 th Grade, Woodside School Teacher: Susanne Slayton

- Runner-Up: Elsie Allard, 5th Grade, Oakview Elementary School
Teacher: Kristie Hanson
- Runner-Up: Shannon Ruth Baker, 5th Grade, Oakview Elementary School
Teacher: Kristie Hanson
- Runner-Up: Brier Dockendorf, 5th Grade, Oakview Elementary School
Teacher: Kristie Hanson
- Runner-Up: Kenadie Russell, 5th Grade, Oakview Elementary School
Teacher: Kristie Hanson
- Runner-Up: Sonali Sankar, 5th Grade, Oakview Elementary School
Teacher: Kristie Hanson
- Runner-Up: Alexis Weaver, 5th Grade, Oakview Elementary School
Teacher: Kristie Hanson

This Board agenda item will provide an opportunity for CHWD to publically recognize the poster contest winners, and spotlight CHWD's continued effort to promote water efficiency, particularly in this dry year.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 MEETING

SUBJECT : WATER FORUM & WATER CAUCUS UPDATE
STATUS : Information Item
REPORT DATE : May 4, 2021
PREPARED BY : Rebecca Scott, Director of Operations

Regional Water Authority Executive Director Jim Peifer and Water Forum Executive Director Jessica Law will provide an update on the Water Forum and Water Caucus.

CITRUS HEIGHTS WATER DISTRICT

STAFF REPORT TO BOARD OF DIRECTORS MAY 19, 2021 MEETING

SUBJECT : REVIEW OF THE INSTITUTE FOR LOCAL GOVERNMENT BEACON PROGRAM
STATUS : Information Item
REPORT DATE : May 3, 2021
PREPARED BY : Madeline Henry, Administrative Services Manager/Chief Board Clerk
Susan Talwar, Director of Finance and Administrative Services

Administrative Services Manager, Madeline Henry and staff from the Institute for Local Government (ILG) will provide an overview of ILG's Beacon Program. ILG's Beacon Program provides recognition and support for California local agencies that are working to build more vibrant and sustainable communities. ILG has invited the District to participate in the Beacon Program, highlighting the District's water efficiency programs.