

BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
January 27, 2026 beginning at 6:00 PM



DISTRICT ADMINISTRATIVE OFFICE
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA

**CITRUS
HEIGHTS
WATER
DISTRICT**

PHONE CALL IN:669-444-9171

PHONE MEETING ID: 878 6436 1496

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://chwd-org.zoom.us/j/87864361496>

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

Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

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

CALL TO ORDER:

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

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

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

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

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

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

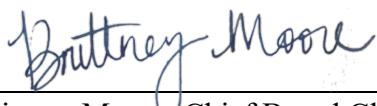
FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

January 27, 2026 6:30 PM Regular Meeting

ADJOURNMENT:

CERTIFICATION:

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



Brittney Moore, Chief Board Clerk

Dated: January 22, 2026

BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
January 27, 2026 beginning at 6:30 PM



DISTRICT ADMINISTRATIVE OFFICE
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA

PHONE CALL IN:669-444-9171
PHONE MEETING ID: 878 6436 1496

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Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

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

CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (I/A)

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

- CC-1a. Minutes of the Special Meeting –December 15, 2025 (A)
- CC-1b. Minutes of the Regular Meeting – December 15, 2025 (A)
- CC-1c. Minutes of the Special Meeting – December 23, 2025 (A)
- CC-1d. Minutes of the Special Meeting – January 13, 2026 (A)

Recommendation:

Approve the minutes of the December 15, 2025 Special and Regular Meetings, the minutes of the December 23, 2025 Special Meeting, and the minutes of the January 13, 2026 Special Meeting.

- CC-2. Revenue Analysis Report for December 2025 (I)
- CC-3. Assessor/Collector's Roll Adjustment for December 2025 (I)
- CC-4. Treasurer's Report for December 2025 (I)
- CC-5. Treasurer's Report of Fund Balances for December 2025 (I)
- CC-6. Operating Budget Analysis for December 2025 (I)
- CC-7. Capital Projects Summary for December 2025 (I)
- CC-8. Warrants for December 2025 (I)
- CC-9. Purchase Card Distributions for December 2025 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report for December 2025 (I)
- CC-14. Water Supply (I)
- CC-15. Water Supply Reliability
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Adopt Resolution No. 02-2026 Adding a Regular Meeting for February 17, 2026; November 17, 2026; and December 15, 2026 (A)

Recommendation:

Adopt Resolution 02-2026 adding Regular Meetings for February 17, 2026, November 17, 2026, and December 15, 2026.

- CC-18. Discussion and Possible Action to Approve a Professional Services Agreement with Carollo Engineers, Inc. (A)

Recommendation:

Approve the professional services agreement with Carollo Engineers, Inc., and authorize the General Manager to execute the agreement.

- CC-19. Consider Adopting Resolution No. 03-2026 and Resolution No. 04-2026 Designating an Authorized Representative to Execute Applications and Documents for the State Water Resources Control Board's (SWRCB) Drinking Water State Revolving Fund (DWSRF) for the Palm and Sylvan Well Relocation Projects (A)

Recommendation:

Adopt Resolution No. 03-2026 and Resolution No. 04-2026 designating the General Manager or designee as the authorized representative to file the Financial Assistance Application and execute any related documents, including a financial assistance agreement, that are necessary to secure

funding from the SWRCB's DWSRF for the completion of the Project.

CC-20. Discussion and Possible Action to Amend the Contract for Design, Testing, and Construction Management Services for the Ella Way Well Project (A)

Recommendation:

Approve a contract amendment with Water Systems Consulting, Inc. for the Ella Way Well Project in the amount of \$133,579.00 for a total Project budget of \$914,957.00.

PRESENTATIONS:

P-1. Assembly Bill (AB) 1572 Regulatory Update (I/D)

PUBLIC HEARINGS:

None.

STUDY SESSION:

S-1. 2025 Strategic Plan Update and 2026 Strategic Plan Preview (I/D)

BUSINESS:

B-1. Discussion and Possible Action to Approve an Agreement with Lafleur Engineering, Inc. for the Greenback Lane – Birdcage Street to Burich Avenue Water Main Project (A)

Recommendation:

Accept the bid of LaFleur Engineering, Inc. in the amount of \$987,337.00 and establish a contingency fund in the amount of \$98,733.70 (10%), for a total amount of \$1,086,070.70; and Authorize the General Manager to Execute an agreement with LaFleur Engineering, Inc.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

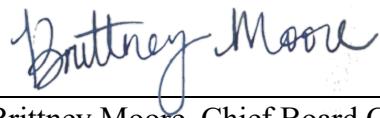
D-1. Regional Water Authority (Wheaton/Straus).
D-2. Sacramento Groundwater Authority (Sheehan/Riehle).
D-3. San Juan Water District (All).
D-4. Association of California Water Agencies (Riehle/Wheaton).
D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
D-6. City of Citrus Heights (Pieri).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

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

February 17, 2026	6:30 PM	Special Meeting
March 27, 2026	6:30 PM	Regular Meeting
April 28, 2026	6:30 PM	Regular Meeting
May 26, 2026	6:30 PM	Regular Meeting
June 23, 2026	6:30 PM	Regular Meeting
August 25, 2026	6:30 PM	Regular Meeting
September 22, 2026	6:30 PM	Regular Meeting
October 27, 2026	6:30 PM	Regular Meeting
November 17, 2026	6:30 PM	Special Meeting
December 15, 2026	6:30 PM	Special 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 regular meeting in accordance with Government Code Section 54956.



Brittney Moore, Chief Board Clerk

Dated: January 22, 2026

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
December 15, 2025

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

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

Also present were:

Steve Anderson, General Counsel
Mary Elise Conzelmann, Principal Public Affairs Analyst
Al Johnson, Strategic Advisor
Annie Liu, Director of Administrative Services
Brittney Moore, Administrative Services Manager/Chief Board Clerk
Josh Nelson, Assistant General Counsel
Hilary Straus, General Manager

VISITORS:

None.

PUBLIC COMMENT:

None.

President Riehle adjourned the meeting to Closed Session at 6:00 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)
CHWD v. San Juan Water District, Sacramento Superior Court,
Case No. 24WM000064

No reportable action.

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000
Agency Negotiators: Steve Anderson, Brian Hensley, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos Urrutia, Kayleigh Shepard, Todd Jordan, Jace Nunes, Mary Elise Conzelmann, Greg Snarr
Negotiating Parties: Ashwani Kumar, Teresita Kumar
Under Negotiation: Price and Terms of Payment

No reportable action.

President Riehle adjourned the meeting back to open session at 6:27 p.m.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 6:27 p.m.

APPROVED:

BRITTNEY C. MOORE
Chief Board Clerk
Citrus Heights Water District

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
December 15, 2025

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

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

Also present were:

Khandriale Clark, Public Affairs Analyst
Mary Elise Conzelmann, Principal Public Affairs Analyst
Teresa Highsmith, Employment Practices Counsel
Todd Jordan, Director of Operations
Annie Liu, Director of Administrative Services
Brittney Moore, Administrative Services Manager/Chief Board Clerk
Josh Nelson, Assistant General Counsel
Melissa Pieri, Director of Engineering
Kayleigh Shepard, Senior Management Analyst/Deputy Board Clerk
Ben Strange, Accounting Manager
Hilary Straus, General Manager
Andrew Tran, Information Technology Manager
Pat West, Board/Executive Advisor

VISITORS:

None.

PLEDGE OF ALLEGIANCE:

President Riehle led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

- CC-1a. Minutes of the Special Meeting – October 28, 2025 (A)
- CC-1b. Minutes of the Regular Meeting – October 28, 2025 (A)
- CC-1c. Minutes of the Special Meeting – November 3, 2025 (A)
- CC-1d. Minutes of the Regular Meeting – November 12, 2025 (A)
- CC-1e. Minutes of the Special Meeting – December 8, 2025 (A)

Recommendation:

Approve the minutes of the October 28, 2025 Special and Regular

Meetings, the minutes of the November 3, 2025 Special Meeting, the minutes of the November 12, 2025 Regular Meeting, and the minutes of the December 8, 2025 Special Meeting.

- CC-2. Revenue Analysis Report for October and November 2025 (I)
- CC-3. Assessor/Collector's Roll Adjustment for October and November 2025 (I)
- CC-4. Treasurer's Report for October and November 2025 (I)
- CC-5. Treasurer's Report of Fund Balances for October and November 2025 (I)
- CC-6. Operating Budget Analysis for October and November 2025 (I)
- CC-7. Capital Projects Summary for October and November 2025 (I)
- CC-8. Warrants for October and November 2025 (I)
- CC-9. Purchase Card Distributions for October and November 2025 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13a. Operations Department Report for October 2025 (I)
- CC-13b. Operations Department Report for November 2025 (I)
- CC-14. Water Supply (I)
- CC-15a. Water Supply Reliability for October 2025 (I)
- CC-15b. Water Supply Reliability for November 2025 (I) \
- CC-16a. Water Efficiency and Safety Program Update for October 2025(I)
- CC-16b. Water Efficiency and Safety Program Update for November 2025 (I)
- CC-17. Water Rates Effective 2026 (A)

Recommendation:

Adopt Resolution No. 20-2025 Amending Resolution No. 16-2025.

- CC-18. Discussion and Possible Action to Approve a Construction Agreement with Doug Veerkamp General Engineering, Inc. for On-Call Construction Services (A)

Recommendation:

Approve the construction agreement with Doug Veerkamp General Engineering, Inc., and authorize the General Manager to execute the agreement.

- CC-19. Discussion and Possible Action to Approve Update to the District's Purchasing and Procurement Policy (6500) (A)

Recommendation:

Discussion and Possible Action to Approve Update to the District's Purchasing and Procurement Policy (6500) (A)

- CC-20. Discussion and Possible Action to Approve Update to the District's Purchasing and Procurement Policy (6500) (A)

Recommendation:

Update the existing contractual engagement with Tee Janitorial and authorize the General Manager to enter into a new on-call/task order style Maintenance Services Agreement.

ACTION:

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

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

PRESENTATIONS:

None.

PUBLIC HEARINGS:

None.

STUDY SESSION:

None.

BUSINESS:

B-1. Discussion and Possible Action to Approve 4000 series policy updates and a Cost-Of-Living-Adjustment (COLA) to Salary Schedule 4101.A1; Retiree and Tier 1 Insurance Benefits; and Directors' Compensation (A)

ACTION:

Director Wheaton moved, and Vice President Sheehan seconded a motion to amend District Policy No. 4101.A1 Salary Schedule to include a 3 percent Cost-of-Living Adjustment (COLA); and market adjustments to the General Manager, Director of Public Affairs, Director of Administrative Services, and Director of Operations job classifications, effective January 12, 2026; and to amend District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 to include a 3 percent Cost-of-Living; and to amend District Policy 4210 Health Insurance to include a 3 percent Cost-of-Living Adjustment to the monthly insurance contribution for staff with Tier 1 benefits; and to approve updates to the 4000 Series (Human Resources) Policies.

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

The Board of Directors also provided consensus direction to staff to prepare an ordinance necessary to consider a proposed update to Directors' compensation at a future Board meeting.

B-2. Discussion and Possible Action to Approve the General Manager's Salary Adjustment (A)

ACTION:

Vice President Sheehan moved, and Director Wheaton seconded a motion to approve a Salary Adjustment for the General Manager.

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

B-3. Discussion and Possible Action to Authorize the Establishment of Subfund(s) and Payroll Trust Funds (A)

ACTION:

Vice President Sheehan moved, and Director Wheaton seconded a motion to adopt Resolution No. 19-2025 authorizing the General Manager or designee to establish subfund(s) within the District's Enterprise Fund; and to approve the establishment of a Payroll Trust Fund to hold payroll-related liabilities—including accrued wages, payroll taxes, retirement contributions, and other benefits obligations – until remitted to employees, agencies, or benefit providers.

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

B-4. Discussion and Possible Action to Consider Selection of a Regional Water Authority (RWA) Executive Committee Vice Chair and Executive Committee Members (A)

ACTION:

The Board provided consensus direction to staff to select Sean Twilla for the RWA 2026 Vice Chair position and ranked the RWA 2026 Executive Committee candidates as follows: 1) Ron Greenwood; 2) Brett Ewart; 3) Sean Twilla; 4) Robert Wichert; 5) Chris Nelson; 6) Bruce Kamilos; 7) Michael Grinstead.

B-5. Appointment of Board Representatives and Alternates (A)

ACTION:

Vice President Sheehan moved, and Director Wheaton seconded a motion to approve the appointments of members of the Board of Directors and staff to serve as District Representatives to various organizations as follows:

2026 Appointments of Board Representatives and Alternates			
Organization		Representative	Alternate
Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)	Director	David C. Wheaton	Raymond A. Riehle
	Staff	Brittney Moore	Kayleigh Shepard
Association of California Water Agencies (ACWA) Region 4	Director	Raymond A. Riehle	David C. Wheaton
Citrus Heights Regional Chamber of Commerce Government Issues Committee	Staff	Mary Elise Conzelmann	Public Affairs Staff
San Juan Family of Agencies	Director	Raymond A. Riehle	Caryl F. Sheehan
	Staff	Hilary M. Straus	General Manager Appointee Based on Issue
Regional Water Authority	Director	David C. Wheaton	Raymond A. Riehle

(RWA)	Staff	Hilary M. Straus	Todd Jordan and/or General Manager Designee
Sacramento Groundwater Authority (SGA)*	Director	Caryl F. Sheehan	Raymond A. Riehle
Sacramento Water Forum	Staff	Todd Jordan	General Manager Designee

*Changes must be confirmed by City of Citrus Heights

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

B-6. Appointment of District Officers (A)

ACTION:

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

	Officer	Deputy
Accessor/Collector	Ben Strange	Dana R. Mellado
Treasurer	Annie Liu	Ben Strange
Secretary	Hilary M. Straus	Brittney C. Moore

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

B-7. Selection of President and Vice President (A)

ACTION:

1. Director Wheaton moved, and Vice President Sheehan seconded a motion to appoint Vice President Sheehan as President.

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

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

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

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:23 p.m.

APPROVED:

BRITTNEY C. MOORE
Chief Board Clerk
Citrus Heights Water District

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
December 23, 2025

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

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

Also present were:

Steve Anderson, General Counsel
Mary Elise Conzelmann, Principal Public Affairs Analyst
Al Johnson, Strategic Advisor
Annie Liu, Director of Administrative Services
Josh Nelson, Assistant General Counsel
Hilary Straus, General Manager

VISITORS:

None.

PUBLIC COMMENT:

None.

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

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
CHWD v. San Juan Water District, Sacramento Superior Court,
Case No. 24WM000064

No reportable action.

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos Urrutia, Kayleigh Shepard, Todd Jordan, Jace Nunes, Mary Elise Conzelmann, Greg Snarr

Negotiating Parties: Ashwani Kumar, Teresita Kumar

Under Negotiation: Price and Terms of Payment

No reportable action.

President Sheehan adjourned the meeting back to open session at 7:11 p.m.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:12 p.m.

APPROVED:

BRITTNEY C. MOORE
Chief Board Clerk
Citrus Heights Water District

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

**CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
January 13, 2026**

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

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

Also present were:

Steve Anderson, General Counsel
Brian Hensley, Water Resources Supervisor
Todd Jordan, Director of Operations
Annie Liu, Director of Administrative Services
Brittney Moore, Administrative Services Manager/Chief Board Clerk
Josh Nelson, Assistant General Counsel
Gregory Snarr, BBK Partner
Hilary Straus, General Manager
Andrew Tran, Information Technology Manager

VISITORS:

Talwinder Gill
Ashwani Kumar, Property Owner

PUBLIC COMMENT:

Talwinder Gill
Ashwani Kumar

PUBLIC HEARING:

PH-1. Resolution of Necessity of the Board of Directors of the Citrus Heights Water District to Acquire, By Eminent Domain, the Real Property Located at 7505 Greenback Lane, Citrus Heights, Sacramento County, California 95610 and more Particularly Described as Assessor Parcel No. 243-0180-002-0000, for the Citrus Heights Water District Facilities Modernization and Expansion Project, in the City of Citrus Heights, Sacramento County, California.

President Sheehan opened the public hearing at 6:03 p.m.

President Sheehan stated for the record that the only issues to be addressed at the hearing were:

- (a) Whether the public interest and necessity require the proposed project;
- (b) Whether the proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) Whether the real property described in the resolution is necessary for the proposed project; and

(d) Whether the required offers to purchase the real property were made.

Chief Board Clerk, Brittney Moore stated for the record that notices of the hearing were mailed to the property owners via first-class mail on December 23, 2025.

President Sheehan closed the public hearing at 6:42 p.m.

ACTION:

Vice President Wheaton moved, and Director Riehle seconded a motion to adopt Resolution No. 01-2026 "Resolution of Necessity of the Board of Directors of the Citrus Heights Water District to acquire, by Eminent Domain, the real property located at 7505 Greenback Lane, Citrus Heights, Sacramento County, California 95610 and more particularly described as Assessor Parcel No. 243-0180-002-0000, for the Citrus Heights Water District Facilities Modernization and Expansion Project, in the City of Citrus Heights, Sacramento County, California."

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

President Sheehan adjourned the meeting to Closed Session at 6:53 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

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

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

No reportable action.

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos Urrutia, Kayleigh Shepard, Todd Jordan, Jace Nunes, Mary Elise Conzelmann, Greg Snarr

Negotiating Parties: Ashwani Kumar, Teresita Kumar

Under Negotiation: Price and Terms of Payment

No reportable action.

President Sheehan adjourned the meeting back to open session at 7:11 p.m.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:11 p.m.

APPROVED:

BRITTNEY C. MOORE
Chief Board Clerk
Citrus Heights Water District

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
December 2025
REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
2,094,760	1,413,192	218,577	169,511	414,757	121,276

General Ledger Balance	Total
Outstanding A/R	2,166,227.98
Outstanding Liens	-
Outstanding Grants	-
A/R Other	-
Less Unapplied Payments	(122,081)
Total	\$ 2,044,147
Diff	\$ (50,613)

CITRUS HEIGHTS WATER DISTRICT
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
December 31, 2025

LID	CID	Charge Type	Trans.Date	Reason For Cancellation	Amount
18890	9211	DEFAULT	11/10/2025	ONE TIME COURTESY	8.48
06664	5949	NSF	11/20/2025	COURTESY VOID	40.00
06664	5949	NSF	12/2/2025	COURTESY VOID	40.00
01989	39379	DEFAULT	11/4/2025	ONE TIME COURTESY	9.43
09823	30667	DEFAULT	12/15/2025	ONE TIME COURTESY	7.88
17306	15268	DEFAULT	12/22/2025	ONE TIME COURTESY	9.09
08928	7991	DEFAULT	10/20/2025	ONE TIME COURTESY	10.24
11329	7810	DEFAULT	11/24/2025	ONE TIME COURTESY	8.42
10826	9603	DEFAULT	11/24/2025	ONE TIME COURTESY	8.65
11974	39980	DEFAULT	11/24/2025	ONE TIME COURTESY	13.90
09494	44363	DEFAULT	11/24/2025	ONE TIME COURTESY	7.70
11485	10165	DEFAULT	11/10/2025	ONE TIME COURTESY	10.65
03839	35702	DEFAULT	11/18/2025	ONE TIME COURTESY	8.62

December 31, 2025

To: Citrus Heights Water District Board of Directors
Re: Citrus Heights Water District Investment Portfolio Report for December 2025

The attached Investment Report for December 2025 is submitted in accordance with the Citrus Heights Water District (District)'s Investment Policy. All investments are in compliance with the policy.

The Investment Report lists all short- term, mid-term and long-term investments held at the conclusion of business on the final day of the month. The combined cash and investments in the District's treasury total \$33,593,731 with \$9,264,053 under the management of the Local Agency Investment Fund, California Asset Management Program, Money Market Funds and BMO Bank.

Investments with original cost of \$24,040,225 are selected based on criteria contained in the District's Investment Policy, which emphasized safety, liquidity, yield, and diversification. The core investments are marked to market daily based on a current market price determined by U.S. Bancorp Investments. The aggregate investment portfolio and holdings are included in the Investment Report.

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

Respectfully submitted,



Annie Y. Liu

Director of Administrative Services/Treasurer

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
For December 31, 2025

Summary of Funds

Fund Name	Par Amount	Book Value	Original Cost	Market Value
BMO Checking Plus Money Market Funds	2,997,673	2,997,673	2,997,673	2,997,673
Local Agency Investment Fund (LAIF)	58,441	58,441	58,441	58,441
California Asset Management Program (CAMP)	6,207,939	6,207,939	6,207,939	6,207,939
CHWD Investment CORE	24,779,501	24,329,678	24,040,225	24,562,758
Total	34,043,554	33,593,731	33,304,278	33,826,811

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
For December, 2025
Funds Reconciliation

BMO Beginning Balance 12/1/25	\$2,628,773
--------------------------------------	--------------------

RECEIPTS/TRANSFERS:

Receipts	2,147,632
	<u>2,147,632</u>

DISBURSEMENTS/TRANSFERS:

Checks Issued / ACH Payments	1,032,019
Returned Checks	7,664
Bank fees	10,387
Payroll	728,661
	<u>1,778,731</u>
Balance Per Bank 12/31/2025	<u>368,901</u>
	<u>2,997,673</u>

Outstanding Checks	392,771
Deposit in Transit	<u>101,672</u>
Balance Per Books 12/31/2025	<u>\$2,706,574</u>

RECONCILEMENT:

BMO Checking Plus Money Market Funds	\$2,997,673
CAMP Pool Account	\$6,207,939
Local Agency Investment Fund	\$58,441
	<u><u>\$9,264,053</u></u>
TOTAL LIQUIDY BALANCE	<u>\$9,264,053</u>

CASH & INVESTMENT SUMMARY:

CHWD-Liquidity	9,264,053
CHWD-Investment Core	<u>24,329,678</u>
Total	<u>33,593,731</u>

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



ANNIE Y. LIU
Treasurer
12/31/2025



HILARY M. STRAUS
Secretary



Monthly Investment Report

Citrus Heights Water District

December 31, 2025

Total Aggregate Portfolio

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Citrus Heights Water District | Total Aggregate Portfolio

Month End Commentary - December 2025

The final month of 2025 saw the continuation of a couple of ongoing themes in financial markets. First, the yield curve continued to steepen in December with short rates falling while yields on intermediate and longer tenors rose. The yield on the policy-sensitive 2-year Treasury note declined by two basis points to 3.47% while 5-year yields rose by 13 basis points to 3.73%. Secondly, equity investors continued their rotation out of the more volatile, high-beta tech stocks and into more defensive and less cyclical names. The S&P 500 index advanced by 0.06% in December bringing the total gain for the year to an impressive 18% while the Dow Jones Industrial Average advanced by 0.92% and 15%, respectively.

The month began with the release of a couple of unimpressive economic reports, including weak manufacturing data via the Institute for Supply Chain Management's PMI index and then the ADP employment report that showed the economy shed 32 thousand private sector jobs in November. Yields fell on the news and market participants who ramped up expectations for the Fed to lower rates for a third consecutive time at their December meeting were later vindicated when the FOMC followed through, lowering the Fed funds target to a median 3.625%. Conversely, the Bureau of Labor Statistics released initially delayed non-farm payrolls reports for both October and November which showed the labor market cooling, but not quite freezing. After a decrease of 105 thousand jobs in October, payrolls bounced back in November with the labor market beating expectations and adding 64 thousand workers to payrolls. What's more is that the October decline was heavily influenced by federal government employees who had accepted the deferred resignation offers earlier in the year but had continued to receive paychecks through September. Excluding this sector, non-farm payrolls would have shown a net gain of approximately 50 thousand.

As mentioned, the Fed slashed rates for a third consecutive time in 2025 in an effort to provide accommodation for a cooling labor market and ultimately, the broader economy. Following the meeting, Chairman Powell delivered remarks supporting the move in his post-meeting press conference citing softness in the labor market but was also cautious not to dismiss their mandate of price stability where he acknowledged that inflation has accelerated since the start of 2025. He went on to point out tariffs are a reason that inflation remains elevated above their 2% target but hedged his comment by noting that the duties are likely to only amount to a onetime increase in the price level. He further went on to mention that services inflation had continued to moderate. However, one could argue that the most revealing development to come out of the last Fed meeting of 2025 was a fresh set of official economic projections that showed the Fed revised growth forecasts higher, and inflation forecasts lower while anticipating only one rate cut in 2026.

As the Fed gears down its policy easing engine, we advise clients to manage durations in line with their respective, strategic targets to lock in rates while preferring a bulletted portfolio structure in anticipation of a continued steepening of the yield curve. Corporate spreads tightened in December after widening to five-month highs in November but remain historically tight leading us to maintain credit allocations at or slightly below target while favoring Treasury and agency debt where value can be extracted.

Treasury Curve Total Returns Last 12 Months

Treasuries	Total Return
3 month bill	4.18%
1 year note	4.15%
2 year note	4.85%
3 year note	5.74%
5 year note	6.85%

Treasury Benchmark Total Returns In Month

Benchmark	Period Return	YTM	Duration (Years)
ICE BAML 90 Day Bill	0.35%	3.56%	0.22
ICE BAML 0-1 Year Treasury	0.38%	3.59%	0.49
ICE BAML 0-3 Year Treasury	0.34%	3.53%	1.41
ICE BAML 0-5 Year Treasury	0.23%	3.57%	2.08

Changes In The Treasury Market (Absolute Yield Levels)

Treasuries	12/31/2024	10/31/2025	11/30/2025	12/31/2025	1 Month Change	12 Month Change
3 month bill	4.31%	3.80%	3.77%	3.63%	-0.14%	-0.68%
6 month bill	4.27%	3.80%	3.76%	3.60%	-0.16%	-0.66%
1 year bill	4.14%	3.67%	3.59%	3.47%	-0.12%	-0.67%
2 year note	4.24%	3.57%	3.49%	3.47%	-0.02%	-0.77%
3 year note	4.27%	3.58%	3.49%	3.54%	0.05%	-0.73%
5 year note	4.38%	3.69%	3.60%	3.73%	0.13%	-0.65%
10 year note	4.57%	4.08%	4.01%	4.17%	0.16%	-0.40%

Compliance Report

Citrus Heights Water District | Total Aggregate Portfolio



December 31, 2025

Category

Category	Policy Limit	Actual Value*	Status
Policy Diversification Constraint			
US Treasury Obligations Maximum % of Holdings	100.000	25.979	Compliant
US Agency Callable Securities Maximum % of Total Portfolio	25.000	0.000	Compliant
US Agency Obligations Issuer Concentration	35.000	16.479	Compliant
US Agency Obligations Maximum % of Holdings	100.000	25.402	Compliant
Supranationals - Issuer is IADB, IBRD, or IFC	0.000	0.000	Compliant
Supranationals Issuer Concentration	5.000	2.855	Compliant
Supranationals Maximum % of Holdings	15.000	6.476	Compliant
Municipal Bonds - Other States Outside of CA	25.000	1.142	Compliant
Municipal Bonds - Other States Outside of CA Issuer Concentration	10.000	1.142	Compliant
Municipal Bonds - State of California	25.000	0.476	Compliant
Municipal Bonds - State of California Issuer Concentration	10.000	0.476	Compliant
Municipal Bonds CA Entities Issuer Concentration	10.000	0.712	Compliant
Municipal Bonds CA Entities Max. % of Holdings	30.000	2.814	Compliant
Mortgages, CMOs and Asset Backed Securities Issuer Concentration	5.000	0.278	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum % of Holdings	20.000	0.498	Compliant
Corporate Notes Issuer Concentration	5.000	0.000	Compliant
Corporate Notes Maximum % of Holdings	25.000	7.771	Compliant
Corporate Notes must be Issued by US Corporation	0.000	0.000	Compliant
Commercial Paper Issued and Operating in the US	0.000	0.000	Compliant
Commercial Paper Issuer Concentration	5.000	0.000	Compliant
Negotiable CDs Issuer Concentration	5.000	0.000	Compliant
Negotiable CDs Maximum % of Holdings	10.000	0.000	Compliant
Non-Negotiable CDs Issuer Concentration	5.000	0.000	Compliant
Non-Negotiable CDs Maximum % of Holdings	10.000	0.000	Compliant
Banker's Acceptance Issuer Concentration	5.000	0.000	Compliant
Banker's Acceptance Maximum % of Holdings	20.000	0.000	Compliant
Money Market Issuer Concentration	20.000	2.927	Compliant
Money Market Maximum % of Holdings	20.000	5.452	Compliant
LGIP Maximum % of Holdings	100.000	0.173	Compliant
Bank Time Deposits/Savings Accounts Issuer Concentration	50.000	5.935	Compliant
Bank Time Deposits/Savings Accounts Maximum % of Holdings	100.000	11.387	Compliant

1) Actual values are based on market value.

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

Compliance Report

Citrus Heights Water District | Total Aggregate Portfolio



December 31, 2025

Category

JPA Pool Max % Holdings	50.000	18.352	Compliant
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1) Actual values are based on market value.

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

Compliance Report

Citrus Heights Water District | Total Aggregate Portfolio



December 31, 2025

Category	Policy Limit	Actual %	Status
Policy Maturity Structure Constraint			
Maturity Constraints Under 5 years Minimum % of Total Portfolio	100.000	100.000	Compliant
Policy Maturity Constraint	Policy Limit	Actual Term	Status
US Treasury Maximum Maturity At Time of Purchase (years)	5.000	5.000	Compliant
US Agency Maximum Maturity At Time of Purchase (years)	5.000	4.997	Compliant
Supranationals Maximum Maturity At Time of Purchase (years)	5.000	4.943	Compliant
Municipals Maximum Maturity At Time of Purchase (years)	5.000	4.995	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum Maturity At Time of Purchase (years)	5.000	4.565	Compliant
Corporate Maximum Maturity At Time of Purchase (years)	5.000	4.833	Compliant
Commercial Paper Days to Final Maturity (days)	270.000	0.000	Compliant
Negotiable CDs Maximum Maturity At Time of Purchase (years)	1.000	0.000	Compliant
Non-Negotiable CDs Maximum Maturity At Time of Purchase (years)	1.000	0.000	Compliant
Banker's Acceptance Maximum Maturity At Time of Purchase (days)	180.000	0.000	Compliant
Weighted Average Maturity (years)	2.500	1.524	Compliant
Policy Credit Constraint			Status
Supranationals Ratings AA-/Aa3/AA- or better (Rated by 1 NRSRO)			Compliant
Municipal Bonds Ratings Minimum A-/A3/A- (Rated by 1 NRSRO)			Compliant
Mortgages, CMOs and Asset Backed Securities Minimum Credit Rating AA/Aa3/AA (Rated by 1 NRSRO)			Compliant
Corporate Notes Ratings Minimum A-/A-/A3 (Rated by 1 NRSRO)			Compliant
Commercial Paper Ratings Minimum A1/P1/F1 (Rated by 1 NRSRO)			Compliant
Commercial Paper Minimum Long Term Rating A-/A3/A- (Rated by 1 NRSRO)			Compliant
Money Market Ratings Minimum AAA/Aaa/AAA (Rated by 1 NRSRO)			Compliant

1) Actual values are based on market value.

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

Summary Overview

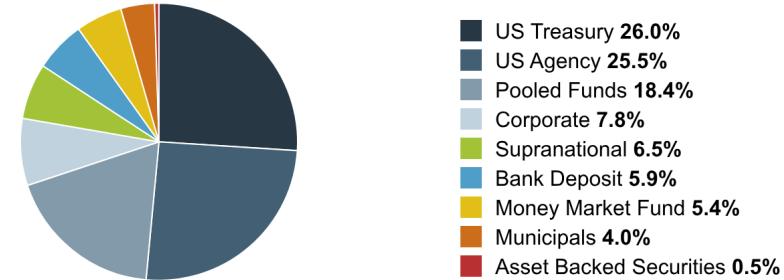
Citrus Heights Water District | Total Aggregate Portfolio



Portfolio Characteristics

Metric	Value
Cash and Cash Equivalents	10,120,500.04
Investments (Market Value + Accrued)	23,912,241.00
Book Yield	3.97%
Market Yield	3.53%
Effective Duration	1.41
Years to Maturity	1.53
Avg Credit Rating	AA+

Allocation by Asset Class



Strategic Structure

Account	Par Amount	Original Cost	Book Value	Market Value	Net Unrealized Gain (Loss)	Yield at Cost	Effective Duration	Benchmark Duration	Benchmark
CHWD-Investment Core	24,779,501.28	24,040,224.78	24,329,677.93	24,562,758.42	233,080.48	4.25%	1.93	2.08	ICE BofA 0-5 Year US Treasury Index
CHWD-Liquidity	9,264,052.79	9,264,052.79	9,264,052.79	9,264,052.79	0.00	3.24%	0.01	0.09	ICE BofA US 1-Month Treasury Bill Index
Total	34,043,554.07	33,304,277.57	33,593,730.72	33,826,811.21	233,080.48	3.97%	1.41		

Portfolio Activity

Citrus Heights Water District | Total Aggregate Portfolio



December 31, 2025

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Book Value	33,124,724.31	33,692,267.77
Maturities/Calls	(300,000.00)	(3,900,000.00)
Purchases	0.00	5,172,656.87
Sales	0.00	0.00
Change in Cash, Payables, Receivables	766,976.16	(424,022.59)
Amortization/Accretion	15,310.17	197,488.51
Realized Gain (Loss)	0.00	8.84
Ending Book Value	33,593,730.72	33,593,730.72

Maturities/Calls	Market Value
Month to Date	(300,000.00)
Fiscal Year to Date	(3,900,000.00)

Purchases	Market Value
Month to Date	0.00
Fiscal Year to Date	5,172,656.87

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Market Value	33,387,624.58	33,668,565.05
Maturities/Calls	(300,000.00)	(3,900,000.00)
Purchases	0.00	5,172,656.87
Sales	0.00	0.00
Change in Cash, Payables, Receivables	766,976.16	(424,022.59)
Amortization/Accretion	15,310.17	197,488.51
Change in Net Unrealized Gain (Loss)	(29,819.79)	256,783.21
Net Realized Gain (Loss)	0.00	8.84
Ending Market Value	33,826,811.21	33,826,811.21

Sales	Market Value
Month to Date	0.00
Fiscal Year to Date	0.00

Return Management-Income Detail

Citrus Heights Water District | Total Aggregate Portfolio



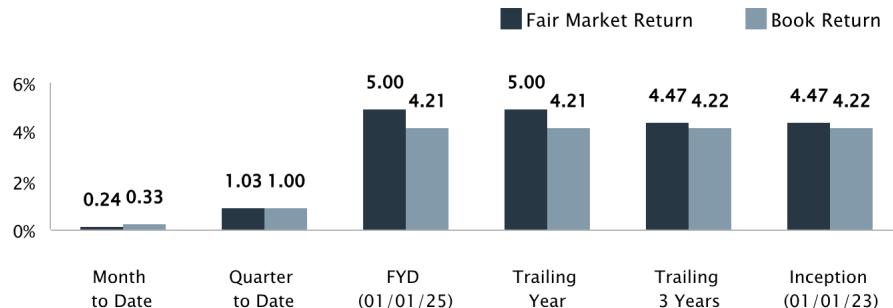
December 31, 2025

Accrued Book Return

	Month to Date	Fiscal Year to Date (01/01/2025)
Amortization/Accretion	15,310.17	197,488.51
Interest Earned	95,442.78	1,189,877.07
Realized Gain (Loss)	0.00	8.84
Book Income	110,752.94	1,387,374.42
Average Portfolio Balance	33,415,461.83	33,542,387.20
Book Return for Period	0.33%	4.21%

Return Comparisons

Periodic for performance less than one year. Annualized for performance greater than one year.



Fair Market Return

	Month to Date	Fiscal Year to Date (01/01/2025)
Fair Value Change	(45,129.96)	59,294.70
Amortization/Accretion	15,310.17	197,488.51
Interest Earned	95,442.78	1,189,877.07
Fair Market Earned Income	65,622.99	1,446,660.28
Average Portfolio Balance	33,415,461.83	33,542,387.20
Fair Market Return for Period	0.24%	5.00%

Interest Income

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Accrued Interest	198,450.96	208,681.52
Coupons Income	87,007.75	1,209,503.00
Purchased Accrued Interest	0.00	18,628.75
Sold Accrued Interest	0.00	0.00
Ending Accrued Interest	205,929.83	205,929.83
Interest Earned	95,442.78	1,189,877.07

Security Type Distribution

Citrus Heights Water District | Total Aggregate Portfolio

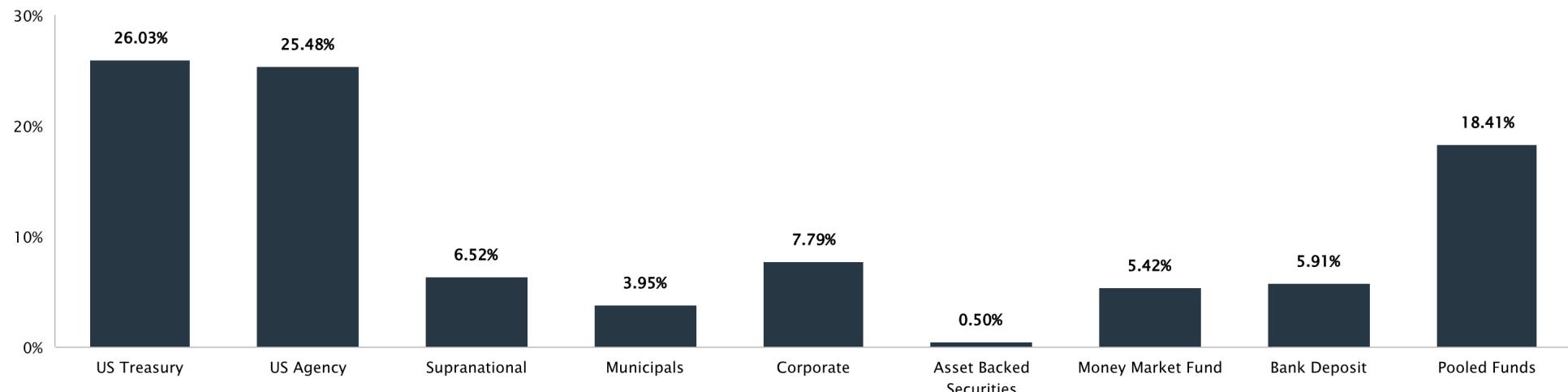


December 31, 2025

Security Type Distribution

Security Type	Par Amount	Book Yield	Market Value + Accrued	% of Market Value + Accrued
US Treasury	8,950,000.00	4.05%	8,857,119.74	26.03%
US Agency	8,675,000.00	4.27%	8,671,576.31	25.48%
Supranational	2,150,000.00	4.34%	2,217,581.72	6.52%
Municipals	1,380,000.00	4.68%	1,344,446.51	3.95%
Corporate	2,600,000.00	4.76%	2,652,712.43	7.79%
Asset Backed Securities	168,054.03	5.30%	168,804.28	0.50%
Money Market Fund	1,844,292.78	3.89%	1,844,292.78	5.42%
Bank Deposit	2,009,827.95	0.00%	2,009,827.95	5.91%
Pooled Funds	6,266,379.31	4.10%	6,266,379.31	18.41%
Total	34,043,554.07	3.97%	34,032,741.04	100.00%

Security Type Distribution



Risk Management-Credit/Issuer

Citrus Heights Water District | Total Aggregate Portfolio



Credit Rating S&P/Moody's/Fitch

	Market Value + Accrued	%
S&P		
A	960,924.45	2.82
A+	1,130,266.57	3.32
AA	741,439.17	2.18
AA+	17,917,561.22	52.65
AA-	256,449.16	0.75
AAA	2,833,063.96	8.32
AAAm	1,844,292.78	5.42
NA	8,348,743.73	24.53
Moody's		
A1	1,324,951.24	3.89
A2	151,102.25	0.44
Aa1	18,076,276.31	53.11
Aa2	1,248,918.42	3.67
Aa3	510,656.78	1.50
Aaa	4,352,725.59	12.79
NA	8,368,110.45	24.59
Fitch		
A+	1,074,618.21	3.16
AA	991,390.92	2.91
AA+	17,528,696.05	51.51
AA-	1,169,619.56	3.44
AAA	2,015,279.37	5.92
NA	11,253,136.93	33.07
Total	34,032,741.04	100.00

Issuer Concentration



Risk Management-Maturity/Duration

Citrus Heights Water District | Total Aggregate Portfolio



December 31, 2025

1.41 Yrs

Effective Duration

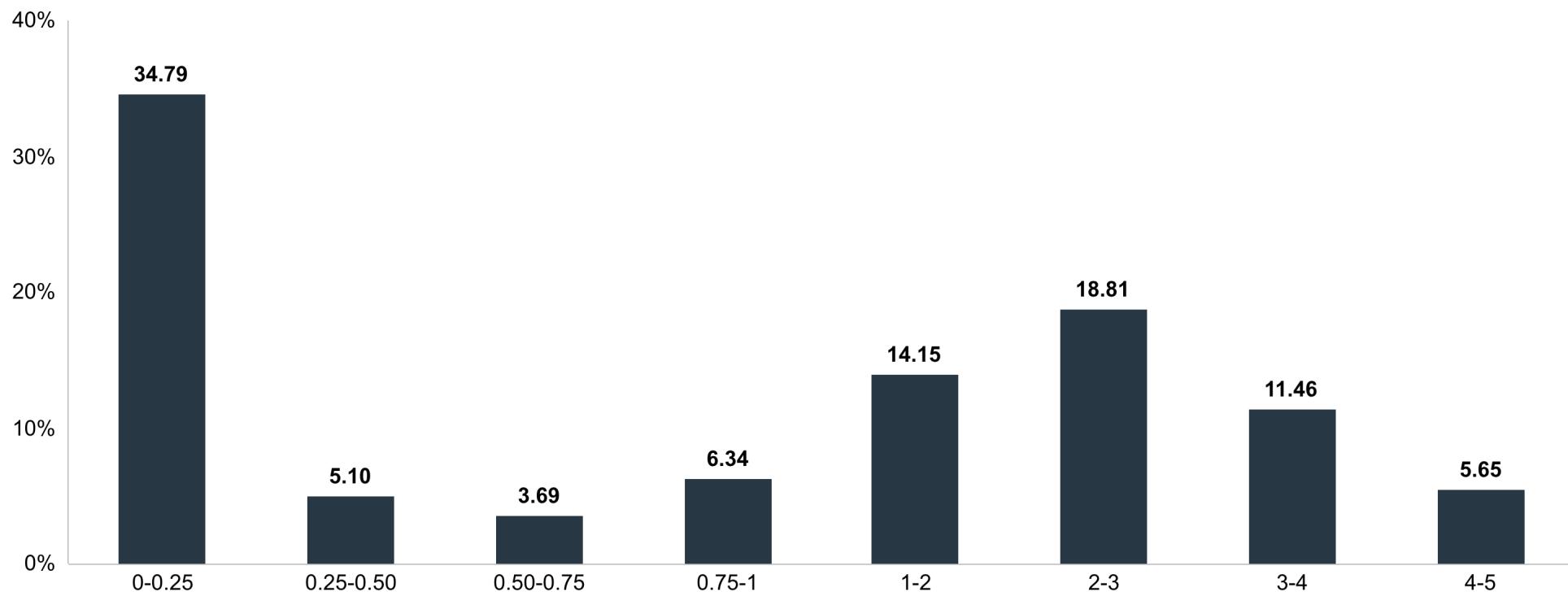
1.53 Yrs

Years to Maturity

558

Days to Maturity

Distribution by Effective Duration



Holdings by Maturity & Ratings



Citrus Heights Water District | Total Aggregate Portfolio

December 31, 2025

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
CHWD_BMO_D EP	2,007,645.64	BMO Deposit	0.000%	12/31/2025		2,007,645.64	0.00	2,007,645.64	0.00%	0.00%	5.90	0.01	0.01	NA NA NA
CAL_LGIP	58,440.68	CALIFORNIA LAIF	4.340%	12/31/2025		58,440.68	0.00	58,440.68	4.34%	4.34%	0.17	0.01	0.01	NA NA NA
CAL_CAMP	6,207,938.63	California Asset Management Program	4.100%	12/31/2025		6,207,938.63	0.00	6,207,938.63	4.10%	4.10%	18.24	0.01	0.01	NA NA NA
60934N104	990,027.84	FEDERATED HRMS GV O INST	4.270%	12/31/2025		990,027.84	0.00	990,027.84	4.33%	4.58%	2.91	0.00	0.00	AAAm Aaa AAA
31846V203	854,264.94	FIRST AMER:GVT OBLG Y	3.340%	12/31/2025		854,264.94	0.00	854,264.94	3.38%	3.38%	2.51	0.00	0.00	AAAm Aaa AAA
CCYUSD	2,182.31	Receivable		12/31/2025		2,182.31	0.00	2,182.31			0.01			AAA Aaa AAA
3133EPW68	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.125%	01/22/2026		500,125.00	9,109.38	509,234.38	4.36%	3.63%	1.50	0.06	0.06	AA+ Aa1 AA+
3133ERNJ6	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.500%	02/06/2026		500,315.00	9,062.50	509,377.50	4.13%	3.78%	1.50	0.10	0.10	AA+ Aa1 AA+
91282CGL9	350,000.00	UNITED STATES TREASURY	4.000%	02/15/2026		350,101.50	5,288.04	355,389.54	4.70%	3.71%	1.04	0.13	0.12	AA+ Aa1 AA+
3133EPNV3	300,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.375%	03/30/2026		300,504.00	3,317.71	303,821.71	4.50%	3.66%	0.89	0.24	0.25	AA+ Aa1 AA+
3133EPPR0	400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.625%	04/10/2026		401,104.00	4,162.50	405,266.50	4.72%	3.57%	1.19	0.27	0.27	AA+ Aa1 AA+
14913UAA8	150,000.00	CATERPILLAR FINANCIAL SERVICES CORP	4.350%	05/15/2026		150,268.50	833.75	151,102.25	4.78%	3.84%	0.44	0.37	0.37	A A2 A+
3133EPUD5	300,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.750%	05/28/2026		301,269.00	1,306.25	302,575.25	4.86%	3.68%	0.89	0.41	0.40	AA+ Aa1 AA+
24422EWX3	150,000.00	JOHN DEERE CAPITAL CORP	4.750%	06/08/2026		150,588.00	455.21	151,043.21	4.75%	3.82%	0.44	0.44	0.43	A A1 A+

Holdings by Maturity & Ratings



Citrus Heights Water District | Total Aggregate Portfolio

December 31, 2025

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
3133EPNG6	300,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.375%	06/23/2026		301,080.00	291.67	301,371.67	4.41%	3.61%	0.89	0.48	0.47	AA+ Aa1 AA+
3133EPQC2	250,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.625%	07/17/2026		251,200.00	5,267.36	256,467.36	4.68%	3.72%	0.75	0.54	0.52	AA+ Aa1 AA+
78016FZZ0	150,000.00	ROYAL BANK OF CANADA	5.200%	07/20/2026		151,063.50	3,488.33	154,551.83	5.30%	3.89%	0.45	0.55	0.53	A A1 AA-
797272RN3	145,000.00	SAN DIEGO CALIF CMNTY COLLEGE DIST	1.445%	08/01/2026		143,251.30	873.02	144,124.32	4.72%	3.53%	0.42	0.58	0.57	AAA Aa1 NA
94988J6D4	250,000.00	WELLS FARGO BANK NA	5.450%	08/07/2026	07/07/2026	252,077.50	5,450.00	257,527.50	5.46%	3.81%	0.76	0.60	0.49	A+ Aa2 AA-
3133EPSW6	350,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.500%	08/14/2026		351,921.50	5,993.75	357,915.25	4.53%	3.59%	1.05	0.62	0.60	AA+ Aa1 AA+
3130AWTQ3	350,000.00	FEDERAL HOME LOAN BANKS	4.625%	09/11/2026		352,411.50	4,946.18	357,357.68	4.81%	3.60%	1.05	0.70	0.67	AA+ Aa1 AA+
91282CLS8	525,000.00	UNITED STATES TREASURY	4.125%	10/31/2026		527,241.75	3,709.08	530,950.83	4.39%	3.59%	1.56	0.83	0.81	AA+ Aa1 AA+
78016EZZ3	200,000.00	ROYAL BANK OF CANADA	1.400%	11/02/2026		195,928.00	458.89	196,386.89	5.11%	3.90%	0.58	0.84	0.82	A A1 AA-
13067WRD6	165,000.00	CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	0.920%	12/01/2026		161,013.60	126.50	161,140.10	5.03%	3.61%	0.47	0.92	0.90	AAA Aa1 NA
17325FBC1	250,000.00	CITIBANK NA	5.488%	12/04/2026	11/04/2026	253,302.50	1,029.00	254,331.50	4.87%	3.88%	0.75	0.93	0.82	A+ Aa3 A+
3130ATVE4	500,000.00	FEDERAL HOME LOAN BANKS	4.500%	12/11/2026		504,525.00	1,250.00	505,775.00	3.86%	3.52%	1.49	0.94	0.92	AA+ Aa1 AA+
91282CJT9	500,000.00	UNITED STATES TREASURY	4.000%	01/15/2027		502,400.00	9,239.13	511,639.13	4.13%	3.52%	1.50	1.04	0.99	AA+ Aa1 AA+
912828Z78	375,000.00	UNITED STATES TREASURY	1.500%	01/31/2027		366,986.25	2,353.94	369,340.19	4.44%	3.53%	1.09	1.08	1.05	AA+ Aa1 AA+

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Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
3130A3DU5	500,000.00	FEDERAL HOME LOAN BANKS	3.000%	03/12/2027		496,810.00	4,541.67	501,351.67	3.83%	3.55%	1.47	1.19	1.15	AA+ Aa1 AA+
91282CKE0	500,000.00	UNITED STATES TREASURY	4.250%	03/15/2027		504,240.00	6,339.78	510,579.78	4.24%	3.52%	1.50	1.20	1.15	AA+ Aa1 AA+
3133ENV9	350,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.875%	04/26/2027		347,263.00	1,816.84	349,079.84	4.52%	3.48%	1.03	1.32	1.28	AA+ Aa1 AA+
91412HFP3	200,000.00	UNIVERSITY CALIF REVS	1.366%	05/15/2027		193,702.00	349.09	194,051.09	4.47%	3.73%	0.57	1.37	1.34	AA Aa2 AA
3133ERFJ5	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.500%	05/20/2027		506,560.00	2,562.50	509,122.50	3.80%	3.52%	1.50	1.38	1.33	AA+ Aa1 AA+
91282CEW7	300,000.00	UNITED STATES TREASURY	3.250%	06/30/2027		298,968.00	26.93	298,994.93	4.19%	3.49%	0.88	1.50	1.45	AA+ Aa1 AA+
7994082A6	250,000.00	SAN RAMON VALLEY CALIF UNI SCH DIST	1.184%	08/01/2027		241,082.50	1,233.33	242,315.83	4.69%	3.51%	0.71	1.58	1.54	AA Aa1 NA
799038NS9	220,000.00	SAN MATEO CNTY CALIF CMNTY COLLEGE DIST	1.467%	09/01/2027		212,874.20	1,075.80	213,950.00	4.77%	3.48%	0.63	1.67	1.62	AAA Aaa NA
91282CFM8	300,000.00	UNITED STATES TREASURY	4.125%	09/30/2027		303,210.00	3,161.74	306,371.74	4.16%	3.49%	0.90	1.75	1.66	AA+ Aa1 AA+
419792DB9	200,000.00	HAWAII ST	3.350%	10/01/2027	02/04/2026	198,924.00	1,675.00	200,599.00	4.51%	3.66%	0.59	1.75	1.15	AA+ Aa2 AA
89236TKL8	150,000.00	TOYOTA MOTOR CREDIT CORP	5.450%	11/10/2027		154,483.50	1,158.13	155,641.63	4.85%	3.77%	0.46	1.86	1.75	A+ A1 A+
12663JAC5	74,621.11	CNH 2022-B A3	3.890%	11/15/2027		74,589.77	129.01	74,718.78	5.37%	4.01%	0.22	1.87	0.36	NA Aaa AAA
023135CP9	150,000.00	AMAZON.COM INC	4.550%	12/01/2027	11/01/2027	152,478.00	568.75	153,046.75	4.62%	3.61%	0.45	1.92	1.75	AA A1 AA-
142921AD7	93,432.93	CARMX 2023-2 A3	5.050%	01/18/2028		93,875.80	209.71	94,085.50	5.25%	4.09%	0.28	2.05	0.48	AAA NA AAA

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Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
24422EWR6	150,000.00	JOHN DEERE CAPITAL CORP	4.750%	01/20/2028		152,872.50	3,186.46	156,058.96	4.73%	3.77%	0.46	2.05	1.91	A A1 A+
3133EPAV7	250,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.875%	02/14/2028		251,125.00	3,686.63	254,811.63	4.15%	3.65%	0.75	2.12	1.99	AA+ Aa1 AA+
912833RY8	700,000.00	UNITED STATES TREASURY	0.000%	02/15/2028		649,495.00	0.00	649,495.00	4.16%	3.56%	1.91	2.13	2.09	AA+ Aa1 AA+
91282CMW8	525,000.00	UNITED STATES TREASURY	3.750%	04/15/2028		527,730.00	4,218.75	531,948.75	3.77%	3.51%	1.56	2.29	2.16	AA+ Aa1 AA+
931142FB4	150,000.00	WALMART INC	3.900%	04/15/2028	03/15/2028	150,790.50	1,235.00	152,025.50	4.35%	3.65%	0.45	2.29	2.11	AA Aa2 AA
46647PDA1	150,000.00	JPMORGAN CHASE & CO	4.323%	04/26/2028	04/26/2027	150,610.50	1,170.81	151,781.31	5.31%	4.00%	0.45	2.32	1.26	A A1 AA-
61690U8B9	250,000.00	MORGAN STANLEY BANK NA	5.504%	05/26/2028	05/26/2027	254,987.50	1,337.78	256,325.28	4.18%	4.02%	0.75	2.40	1.34	A+ Aa3 AA-
91282CCE9	700,000.00	UNITED STATES TREASURY	1.250%	05/31/2028		663,691.00	769.23	664,460.23	4.00%	3.51%	1.95	2.42	2.34	AA+ Aa1 AA+
3130AWN63	300,000.00	FEDERAL HOME LOAN BANKS	4.000%	06/30/2028		303,852.00	33.33	303,885.33	4.08%	3.46%	0.89	2.50	2.36	AA+ Aa1 AA+
419792YT7	200,000.00	HAWAII ST	1.145%	08/01/2028		187,312.00	954.17	188,266.17	4.62%	3.74%	0.55	2.59	2.50	AA+ Aa2 AA
459058KW2	500,000.00	INTERNATIONAL BANK FOR	4.625%	08/01/2028		512,670.00	9,635.42	522,305.42	4.15%	3.59%	1.53	2.59	2.38	AAA Aaa NA
3133EPUN3	350,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.500%	08/28/2028		357,703.50	5,381.25	363,084.75	4.33%	3.62%	1.07	2.66	2.46	AA+ Aa1 AA+
91282CDF5	650,000.00	UNITED STATES TREASURY	1.375%	10/31/2028		612,371.50	1,530.73	613,902.23	3.54%	3.54%	1.80	2.84	2.73	AA+ Aa1 AA+
45950VSM9	250,000.00	INTERNATIONAL FINANCE CORP	4.500%	11/27/2028		256,397.50	1,062.50	257,460.00	4.06%	3.56%	0.76	2.91	2.70	AAA Aaa NA

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Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
3130AXQK7	500,000.00	FEDERAL HOME LOAN BANKS	4.750%	12/08/2028		515,255.00	1,517.36	516,772.36	4.07%	3.64%	1.52	2.94	2.72	AA+ Aa1 AA+
91282CDW8	425,000.00	UNITED STATES TREASURY	1.750%	01/31/2029		402,687.50	3,112.43	405,799.93	4.00%	3.56%	1.19	3.08	2.94	AA+ Aa1 AA+
4581X0EN4	450,000.00	INTER-AMERICAN DEVELOPMENT BANK	4.125%	02/15/2029		456,565.50	7,012.50	463,578.00	4.23%	3.63%	1.36	3.13	2.87	AAA Aaa NA
45950VSZ0	500,000.00	INTERNATIONAL FINANCE CORP	4.375%	03/27/2029		511,745.00	5,711.81	517,456.81	4.80%	3.60%	1.52	3.24	2.97	AAA Aaa NA
06405LAH4	250,000.00	BANK OF NEW YORK MELLON	4.729%	04/20/2029	04/20/2028	254,117.50	2,331.66	256,449.16	4.37%	3.97%	0.75	3.30	2.15	AA- Aa2 AA
3133ERDH1	625,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.750%	04/30/2029		647,500.00	5,030.38	652,530.38	4.43%	3.59%	1.92	3.33	3.05	AA+ Aa1 AA+
91282CES6	650,000.00	UNITED STATES TREASURY	2.750%	05/31/2029		632,580.00	1,571.43	634,151.43	4.36%	3.59%	1.86	3.41	3.22	AA+ Aa1 AA+
91282CFC0	500,000.00	UNITED STATES TREASURY	2.625%	07/31/2029		483,555.00	5,492.53	489,047.53	4.10%	3.61%	1.44	3.58	3.34	AA+ Aa1 AA+
91282CFJ5	400,000.00	UNITED STATES TREASURY	3.125%	08/31/2029		393,252.00	4,247.24	397,499.24	3.59%	3.62%	1.17	3.67	3.39	AA+ Aa1 AA+
459058LN1	450,000.00	INTERNATIONAL BANK FOR	3.875%	10/16/2029		453,150.00	3,631.50	456,781.50	4.29%	3.67%	1.34	3.79	3.47	AAA Aaa NA
91282CFY2	500,000.00	UNITED STATES TREASURY	3.875%	11/30/2029		504,180.00	1,703.30	505,883.30	4.12%	3.64%	1.49	3.91	3.59	AA+ Aa1 AA+
3133ETME4	550,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.000%	01/23/2030		556,710.00	9,655.56	566,365.56	4.05%	3.67%	1.66	4.06	3.66	AA+ Aa1 AA+
31358DDR2	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.000%	05/15/2030		845,410.00	0.00	845,410.00	4.21%	3.88%	2.48	4.37	4.29	AA+ Aa1 AA+
89236TNJ0	200,000.00	TOYOTA MOTOR CREDIT CORP	4.800%	05/15/2030		205,214.00	1,226.67	206,440.67	4.15%	4.14%	0.61	4.37	3.90	A+ A1 A+

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Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
91282CHR5	700,000.00	UNITED STATES TREASURY	4.000%	07/31/2030		708,890.00	11,717.39	720,607.39	3.75%	3.70%	2.12	4.58	4.09	AA+ Aa1 AA+
91282CHW4	350,000.00	UNITED STATES TREASURY	4.125%	08/31/2030		356,153.00	4,905.56	361,058.56	3.60%	3.71%	1.06	4.67	4.16	AA+ Aa1 AA+
Total	34,043,554.07		3.430%			33,826,811.21	205,929.83	34,032,741.04	3.97%	3.53%	100.00	1.53	1.41	

Transactions



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Cusip	Security	Trade Date	Settlement Date	Coupon Payment	Price	Par Amount	Principal Amount	Accrued Amount	Total Amount	Broker
Buy										
31846V203	FIRST AMER:GVT OBLG;Y	12/09/2025	12/09/2025	0.00	1.00	399,537.15	399,537.15	0.00	399,537.15	Direct
60934N104	FEDERATED HRMS GV O;INST	12/31/2025	12/31/2025	0.00	1.00	365,413.40	365,413.40	0.00	365,413.40	Direct
CAL_CAMP	California Asset Management Program	12/31/2025	12/31/2025	0.00	1.00	20,734.76	20,734.76	0.00	20,734.76	Direct
CHWD_BMO_DEP	BMO Deposit	12/31/2025	12/31/2025	0.00	1.00	3,487.35	3,487.35	0.00	3,487.35	Direct
Total				0.00		789,172.66	789,172.66	0.00	789,172.66	
Sell										
31846V203	FIRST AMER:GVT OBLG;Y	12/24/2025	12/24/2025	0.00	1.00	152.66	152.66	0.00	152.66	Direct
Total				0.00		152.66	152.66	0.00	152.66	
Maturity										
3133EPMB8	FED FARM CR BNKS 4.125 12/08/25 MATD	12/08/2025	12/08/2025	0.00	100.00	300,000.00	300,000.00	0.00	300,000.00	
Total				0.00		300,000.00	300,000.00	0.00	300,000.00	
Coupon										
13067WRD6	CALIFORNIA ST DEPT WTR RES 0.920 12/01/26	12/01/2025	12/01/2025	759.00		0.00	0.00	0.00	759.00	
023135CP9	AMAZON.COM 4.550 12/01/27 '27	12/01/2025	12/01/2025	3,412.50		0.00	0.00	0.00	3,412.50	
17325FBC1	CITIBANK NA US 5.488 12/04/26 '26	12/04/2025	12/04/2025	6,860.00		0.00	0.00	0.00	6,860.00	
3133EPMB8	FED FARM CR BNKS 4.125 12/08/25 MATD	12/08/2025	12/08/2025	6,187.50		0.00	0.00	0.00	6,187.50	
24422EWX3	JOHN DEERE CAP 4.750 06/08/26 MTN	12/08/2025	12/08/2025	3,562.50		0.00	0.00	0.00	3,562.50	
3130AXQK7	FHLBANKS 4.750 12/08/28	12/08/2025	12/08/2025	11,875.00		0.00	0.00	0.00	11,875.00	
3130ATVE4	FHLBANKS 4.500 12/11/26	12/11/2025	12/11/2025	11,250.00		0.00	0.00	0.00	11,250.00	
12663JAC5	CNHET-22B-A3	12/15/2025	12/15/2025	254.96		0.00	0.00	0.00	254.96	
142921AD7	CARMAX-232-A3	12/15/2025	12/15/2025	432.13		0.00	(0.00)	0.00	432.13	
3133EPNG6	FED FARM CR BNKS 4.375 06/23/26	12/23/2025	12/23/2025	6,562.50		0.00	0.00	0.00	6,562.50	
3130AWN63	FHLBANKS 4.000 06/30/28	12/30/2025	12/30/2025	6,000.00		0.00	0.00	0.00	6,000.00	
91282CEW7	US TREASURY 3.250 06/30/27	12/31/2025	12/31/2025	4,875.00		0.00	0.00	0.00	4,875.00	
Total				62,031.09		0.00	0.00	0.00	62,031.09	
Custody Fee										
CCYUSD	US DOLLAR	12/24/2025	12/24/2025	0.00		152.66	(152.66)	0.00	(152.66)	
Total				0.00		152.66	(152.66)	0.00	(152.66)	

Transactions

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Cusip	Security	Trade Date	Settlement Date	Coupon Payment	Price	Par Amount	Principal Amount	Accrued Amount	Total Amount	Broker
Principal Paydown										
12663JAC5	CNHET-22B-A3	12/15/2025	12/15/2025	0.00		4,028.38	4,028.38	0.00	4,028.38	
142921AD7	CARMAX-232-A3	12/15/2025	12/15/2025	0.00		9,251.53	9,251.53	0.00	9,251.53	
Total				0.00		13,279.90	13,279.91	0.00	13,279.91	
Interest Income										
CAL_CAMP	California Asset Management Program	12/31/2025	12/31/2025	20,734.76		0.00	20,734.76	0.00	20,734.76	
31846V203	FIRST AMER:GVT OBLG;Y	12/31/2025	12/31/2025	2,182.31		0.00	79.46	0.00	2,182.31	
60934N104	FEDERATED HRMS GV O;INST	12/31/2025	12/31/2025	3,015.75		0.00	1,131.35	0.00	3,015.75	
Total				25,932.82		0.00	21,945.57	0.00	25,932.82	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

SUBJECT : DECEMBER 2025 FINANCIAL REPORTS
STATUS : Action Item
REPORT DATE : January 27, 2026
PREPARED BY : Annie Liu, Director of Administrative Services

Due to end-of-year (for fiscal year end on 12-31-2025) financial closing, the January CC 5-7 financial reports for December 2025 will be included in the February Board agenda packet.

DECEMBER 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
510000331	PHILIP D/MICHELE L BROWN	Customer Refund	\$161.82
510000332	AARON C VOWLES	Customer Refund	\$3.11
510000333	KILEY OR TAYLOR THOMAS	Customer Refund	\$162.52
510000334	HUD	Customer Refund	\$20.65
510000335	ACWA JPIA	Workers Comp Ins	\$114.08
510000336	TERRENCE A CHIDECKEL	Customer Refund	\$68.80
510000337	KIWANIS OF CITRUS HEIGHTS	Dues & Subscriptions	\$750.00
510000338	SACRAMENTO COUNTY RECORDER	Recording Fees	\$50.00
510000339	LINDA BURNETT	Customer Refund	\$67.03
510000340	CRAIG A HEALY JR OR CHRSITOPHER M HEALY	Customer Refund	\$71.93
510000341	LATIMER LIVING TRUST	Customer Refund	\$210.38
510000342	STEVEN OR DEBRA L SHANDY	Customer Refund	\$244.24
510000343	LEO E WHITTON	Customer Refund	\$17.30
510000344	SHUIMAN C HUTCHINSON TRUST	Customer Refund	\$287.95
510000345	CONNIE S BOWLER REVOCABLE TRUST	Customer Refund	\$164.27
510000346	ROBERT P COOPER	Customer Refund	\$114.76
510000347	JON OR PARAMY P WILHITE	Customer Refund	\$39.80
510000348	DELBERT R GEHRING	Customer Refund	\$190.86
510000349	KATHRYN H RIES TRUST	Customer Refund	\$41.94
510000350	ABDUL S OR KHALIDA JAWID	Customer Refund	\$33.38
510000351	MARK H OR DEBORA M BROOKS	Customer Refund	\$60.77
510000352	ALIEDA OR MICHAEL D MADDOX	Customer Refund	\$21.58
510000353	CHRISTINA L BAKER	Customer Refund	\$176.61
510000354	ANGELINA J WU	Customer Refund	\$17.72
510000355	DEREK MILLER	Customer Refund	\$15.52
510000356	HENRIKS CONSTRUCTION GROUP INC	Customer Refund	\$49.54
510000357	LOWES	Supplies-Field	\$641.95
510000358	SACRAMENTO COUNTY RECORDER	Recording Fees	\$50.00
510000359	STATE WATER RESOURCES CONTROL BOARD	Professional Development	\$60.00
510000360	LEFEVER MATTSON PROPERTY MANAGEMENT	Customer Refund	\$158.90
510000361	METZGER FAMILY TRUST	Customer Refund	\$15.99
510000362	TILTON PACIFIC CONSTRUCTION INC	Customer Refund	\$2,405.14
510000363	MELISSA PIERI	Professional Development	\$20.30
510000364	Void	Void	\$0.00
510000365	Void	Void	\$0.00
510000366	Void	Void	\$0.00
510000367	Void	Void	\$0.00
510000368	Void	Void	\$0.00
510000369	Void	Void	\$0.00
510000370	Void	Void	\$0.00
510000371	Void	Void	\$0.00
510000372	Void	Void	\$0.00
510000373	Void	Void	\$0.00
510000374	Void	Void	\$0.00
510000375	Void	Void	\$0.00
510000376	CYNDE M HAVER TRUST	Customer Refund	\$54.64
510000377	JAMES E TAVIS	Customer Refund	\$162.27
510000378	HILTON RIVERA	Customer Refund	\$16.09

DECEMBER 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
510000379	ROSE M CRESCI NELSON	Customer Refund	\$104.09
510000380	DONAL OR KIM M KIRKISH	Customer Refund	\$11.59
510000381	BRIAN OR JENNIFER DOVER	Customer Refund	\$35.05
510000382	GINA M CRESCI	Customer Refund	\$109.02
510000383	NOAH VANGUARD	Customer Refund	\$44.90
510000384	BEHNAZ SAFI SAMGHABADI	Customer Refund	\$88.84
510000385	CITY OF CITRUS HEIGHTS	Permit Fees	\$21,301.51
510000386	REAL ESTATE ACQUISITION GROUP LLC	Customer Refund	\$93.22
510000387	TAMAR DAWSON	Professional Development	\$841.77
81040	ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Reads	\$1,805.76
81041	AMAZON CAPITAL SERVICES	Office Expense	\$136.15
81042	AQUA SIERRA CONTROLS	Wells Maintenance	\$11,725.00
81043	BEST BEST AND KRIEGER	Legal & Audit	\$11,359.00
81044	BSK ASSOCIATES	Water Analysis	\$632.12
81045	CD AND POWER	Repair-Equipment/Hardware	\$3,545.00
81046	ROBIN COPE	Retiree Benefit	\$539.00
81047	SACRAMENTO COUNTY UTILITIES	Utilities	\$166.37
81048	ERNESTINE FREEMAN	Retiree Benefit	\$185.00
81049	GOVERNMENT PORTFOLIO ADVISORS	Contract Services-Financial	\$2,823.80
81050	GRAINGER	Tools/Equipment	\$116.86
81051	FERGUSON ENTERPRISES INC 1423	Material	\$4,652.26
81052	HUNT AND SONS LLC	Gas & Oil	\$936.74
81053	IB CONSULTING LLC	Consulting Services	\$14,980.90
81054	INTEGRITY ADMINISTRATORS INC	Health Insurance	\$188.16
81055	KEI 12 WINDOW CLEANING	Janitorial	\$125.00
81056	N AND S TRACTOR	Maintenance Agreement-Equipment	\$2,286.73
81057	QUICK QUACK CAR WASH	Maintenance Agreement-Equipment	\$200.00
81058	REPUBLIC SERVICES 922	Utilities	\$572.88
81059	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$1,521.50
81060	MARY LYNN SCHERRER	Retiree Benefit	\$185.00
81061	SMUD	Utilities	\$12,482.67
81062	SMUD	Utilities	\$135.00
81063	T MOBILE	Telephone-Wireless	\$1,353.85
81064	MELINDA M TUPPER	Retiree Benefit	\$539.00
81065	HENLEY PACIFIC LA LLC	Repair-Equipment/Hardware	\$185.14
81066	WOLF CONSULTING	Consulting Services	\$7,200.00
81067	19SIX ARCHITECTS	Contract Services-Engineering	\$192,303.54
81068	ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Reads	\$3,263.82
81069	AMAZON CAPITAL SERVICES	Office Expense	\$444.34
81070	NEW ANSWERNET INC	Telephone-Answering Service	\$366.49
81071	BATTERIES PLUS BULBS 310	Tools/Equipment	\$277.75
81072	BEST BEST AND KRIEGER	Legal & Audit	\$14,677.12
81073	BLUE JAY TRUCKING INC	Contract Services-Other	\$2,012.50
81074	BENDER ROSENTHAL INCORPORATED	Contract Services-Engineering	\$1,500.00
81075	BSK ASSOCIATES	Water Analysis	\$1,509.40
81076	BWD GENERAL ENGINEERING CONTRACTORS	Contract Services-Engineering	\$317,856.51
81077	CALIFORNIA LANDSCAPE ASSOCIATES INC	Janitorial	\$245.00
81078	CITY OF CITRUS HEIGHTS	Permit Fees	\$1,388.03
81079	COLANTUONO HIGHSMITH WHATLEY PC	Legal & Audit	\$16,378.00

DECEMBER 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
81080	CONSOLIDATED	Telephone-Local/Long Distance	\$3,255.83
81081	SACRAMENTO COUNTY UTILITIES	Utilities	\$138.69
81082	GO LIVE TECHNOLOGY INC	Contract Services-Other	\$2,227.50
81083	GRAYBAR ELECTRIC CO	Supplies-Field	\$1,151.92
81084	FERGUSON ENTERPRISES INC 1423	Material	\$13,404.13
81085	INDOOR ENVIRONMENTAL SERVICES	Maintenance Agreement-Equipment	\$1,845.50
81086	J4 SYSTEMS	Contract Services-Other	\$2,676.37
81087	KENWAVE SOLUTIONS INC	Contract Services-Engineering	\$19,880.00
81088	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$1,790.43
81089	NAPA AUTO PARTS	Repair-Equipment	\$318.31
81090	PACE SUPPLY CORP	Material	\$8,175.30
81091	PAT WEST LLC	Consulting Services	\$5,187.09
81092	SWRCB	Dues & Subscriptions	\$3,630.00
81093	TEE JANITORIAL MAINTENANCE	Janitorial	\$2,803.00
81094	A TEICHERT AND SON INC	Road Base	\$2,536.05
81095	WEX BANK	Gas & Oil	\$3,468.64
81096	WM CORPORATE SERVICES INC	Utilities	\$548.25
81097	AREA WEST ENGINEERS INC	Contract Services-Engineering	\$3,900.00
81098	AAA AUTO REPAIR CENTER	Repair-Trucks	\$1,647.64
81099	AFLAC	Employee Paid Insurance	\$187.46
81100	AIA SERVICES LLC	Tools/Equipment	\$196.47
81101	ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Read	\$2,733.72
81102	AMAZON CAPITAL SERVICES	Office Expense	\$339.12
81103	AREA PORTABLE SERVICES	Equip Rental-Field	\$128.88
81104	BEST BEST AND KRIEGER	Legal & Audit	\$19,044.00
81105	BSK ASSOCIATES	Water Analysis	\$1,187.78
81106	SKYLER BURSON	Toilet Rebate Program	\$150.00
81107	CALIFORNIA LABORATORY SERVICES	Water Analysis	\$286.00
81108	CALIFORNIA OFFICE FURNITURE	Material	\$1,350.67
81109	CERCO Analytical, Inc	Contract Services-Engineering	\$760.00
81110	CITRUS HEIGHTS SAW AND MOWER	Repair-Equipment	\$57.10
81111	CITY OF CITRUS HEIGHTS PROCESSING CENTER	Permit Fees	\$17.00
81112	COMCAST	Equipment Rental-Office	\$106.12
81113	CORELOGIC INFORMATION SOLUTIONS INC	Dues & Subscriptions	\$251.00
81114	COUNTY OF SACRAMENTO	Permit Fees	\$82.00
81115	EDELSTEIN GILBERT ROBSON AND SMITH LLC	Contract Services-Financial	\$5,833.33
81116	ELAINE FORSBERG	Toilet Rebate Program	\$150.00
81117	GO LIVE TECHNOLOGY INC	Contract Services-Other	\$1,732.50
81118	GOVERNMENT PORTFOLIO ADVISORS	Contract Services-Financial	\$1,399.42
81119	FERGUSON ENTERPRISES INC 1423	Material	\$17,406.86
81120	J4 SYSTEMS	Contract Services-Other	\$440.00
81121	KASL CONSULTING ENGINEERS	Contract Services-Other	\$5,112.00
81122	M AND M BACKFLOW AND METER MAINTENANCE	Contract Services-Other	\$3,000.00
81123	MESSENGER PUBLISHING GROUP	Publication Notices	\$225.00
81124	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$2,754.85
81125	NOWSPEED INC	Contract Services-Other	\$250.00
81126	LEE PETERSON	Contract Services-Miscellaneous	\$1,624.00
81127	PACIFIC GAS AND ELECTRIC	Utilities	\$253.23
81128	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$17,961.24

DECEMBER 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
81129	SAGENT	Consulting Services	\$5,731.25
81130	DAVE SHIGEKAWA	Toilet Rebate Program	\$150.00
81131	SMUD	Utilities	\$848.68
81132	VERDANT COMMERCIAL CAPITAL	Equipment Rental-Office	\$376.97
81133	ZANZERO	Contract Services-Conservation	\$4,140.00
81134	ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Read	\$2,150.04
81135	AMAZON CAPITAL SERVICES	Office Expense	\$1,120.86
81136	ANG AUDIO VISUAL SERVICES	Contract Services-Miscellaneous	\$1,480.00
81137	Jodi Ash	Contract Services-Miscellaneous	\$50.00
81138	B AND M BUILDERS	Contract Services-Engineering	\$12,222.00
81139	JULIE BEYERS	Contract Services-Miscellaneous	\$50.00
81140	BSK ASSOCIATES	Water Analysis	\$1,234.24
81141	AMANDO CAMACHO	Contract Services-Miscellaneous	\$50.00
81142	CAROLLO ENGINEERS INC	Contract Services-Engineering	\$17,547.50
81143	ARLYS CLINTON	Toilet Rebate Program	\$75.00
81144	CORE AND MAIN LP	Material	\$951.35
81145	COVINO SMITH AND SIMON	Contract Services-Miscellaneous	\$1,666.67
81146	CRISPIMAGING	Contract Services-Engineering	\$12.50
81147	LANA CRUM	Contract Services-Miscellaneous	\$25.00
81148	PAUL DIETRICH	Contract Services-Miscellaneous	\$50.00
81149	EMPLOYEE RELATIONS INC	Contract Services-Other	\$444.66
81150	JULIA EUNICE	Contract Services-Miscellaneous	\$50.00
81151	FAST ACTION PEST CONTROL	Contract Services-Miscellaneous	\$184.80
81152	GRAINGER	Small Tools	\$99.86
81153	FERGUSON ENTERPRISES INC 1423	Material	\$36,462.96
81154	SUZANNE GUTHRIE	Contract Services-Miscellaneous	\$50.00
81155	HUNT AND SONS LLC	Gas & Oil	\$1,142.54
81156	J4 SYSTEMS	Contract Services-Other	\$640.00
81157	MIDAMERICA ADMINISTRATIVE RETIREMEN	Employee Paid Insurance	\$312.00
81158	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$2,256.23
81159	NAPA AUTO PARTS	Repair-Equipment	\$93.49
81160	MICHAEL NISHIMURA	Contract Services-Miscellaneous	\$50.00
81161	PAT WEST LLC	Consulting Services	\$600.00
81162	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$599.40
81163	MARGUERITE ROSE	Contract Services-Miscellaneous	\$25.00
81164	SAGENT	Consulting Services	\$4,396.25
81165	DAVE SHIGEKAWA	Toilet Rebate Program	\$225.00
81166	SPRINGBROOK HOLDING COMPANY LLC	Contract Service-Miscellaneous	\$7,126.56
81167	ALAN UTZIG	Contract Services-Miscellaneous	\$50.00
81168	VERIZON WIRELESS	Telephone-Wireless	\$616.75
81169	WATER SYSTEMS CONSULTING INC	Contract Services-Other	\$68,977.41
81170	Void	Void	\$54.64
81171	Void	Void	\$0.00
81172	Void	Void	\$0.00
81173	Void	Void	\$0.00
81174	Void	Void	\$0.00
81175	Void	Void	\$0.00
81176	Void	Void	\$0.00

DECEMBER 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
81177	Void	Void	\$0.00
81178	Void	Void	\$0.00
81179	Void	Void	\$0.00
81180	Void	Void	\$0.00
81181	Void	Void	\$0.00
Total			\$1,000,167.23
ACH	CALIFORNIA CHOICE JANUARY 2026	Health Insurance	\$54,865.44
ACH	PRINCIPAL LIFE JANUARY 2026	Health Insurance	\$12,677.90
ACH	1168-2025-11 IC	Bank Fee	\$5,855.49
ACH	ADP706876582	Contract Services-Financial	\$575.35
ACH	ADP707980234	Contract Services-Financial	\$481.25
ACH	ADP707980375	Contract Services-Financial	\$416.67
ACH	BMO NOVEMBER 2025	Bank Fee	\$2,587.83
ACH	CHASE BANK NOVEMBER 2025	Bank Fee	\$4,002.02
ACH	STERLING ADMINISTRATORS	Contract Services-Financial	\$910.00
ACH	FP MAILING SOLUTIONS	Postage	\$1,000.00
ACH	ICMA 12/18/2025 PAYDAY	Deferred Compensation	\$14,161.65
ACH	ICMA 12/4/2025 PAYDAY	Deferred Compensation	\$14,117.31
ACH	ICMA 12/31/2025 PAYDAY	Deferred Compensation	\$14,716.59
ACH	JP MORGAN NOVEMBER 2025	See January Agenda Item CC-9	\$22,571.78
ACH	MID AMERICA 12/2/2025-12/8/2025	Service Fee	\$450.00
ACH	PERS 11/20/2025 PAYDAY	PERS	\$29,974.19
ACH	PERS 12/4/2025 PAYDAY	PERS	\$29,974.19
ACH	PERS 12/18/2025 PAYDAY	PERS	\$29,974.19
ACH	VALIC 12/1/2025-12/14/2025	Deferred Compensation	\$1,717.16
ACH	VALIC 12/4/2025 PAYDAY	Deferred Compensation	\$2,973.24
ACH	VALIC 12/31/2025 PAY DAY	Deferred Compensation	\$851.70
Total			\$244,853.95
Grand Total			\$1,245,021.18

JP Morgan Purchase Card Distributions
Dec-25

Name	Professional Development	Dues & Subscription	Tools & Equipment	District Events & Recognition	Prepaid	Regulatory Compliance/Permits	Equipment Maintenance	Telecom/Network	General Supplies	Fees & Charges	Total Bill
Conzelmann	\$ 148.95			\$ 1,389.69							\$ 1,538.64
Shockley	\$ 4,783.06	\$ 516.00	\$ 66.33	\$ 1,251.93	\$ 5,700.00						\$ 12,317.32
Moore	\$ 75.00			\$ 474.89							\$ 549.89
Jordan	\$ 93.03			\$ 497.66						\$ 1,661.12	\$ 2,251.81
Tran		\$ 292.68	\$ 4,718.84					\$ 211.20			\$ 5,222.72
Pieri	\$ 34.73			\$ 175.61		\$ 33.28					\$ 243.62
Straus	\$ 86.00			\$ 108.54							\$ 194.54
Shepard		\$ 2.95		\$ 630.92					\$ 25.44		\$ 659.31
Nichols							\$ 32.11				\$ 32.11
Townsell				\$ 66.93							\$ 66.93
Liu				\$ 50.20							\$ 50.20
Total Bill	\$ 5,220.77	\$ 811.63	\$ 4,785.17	\$ 4,646.37	\$ 5,700.00	\$ 33.28	\$ 32.11	\$ 211.20	\$ 25.44	\$ 1,661.12	\$ 23,127.09

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR BOARD MEETING

Subject:	EMPLOYEE RECOGNITION
Status:	Action Item
Report Date:	January 5, 2026
Prepared By:	Brittney Moore, Administrative Services Manager/Chief Board Clerk Kayleigh Shepard, Senior Management Analyst/Deputy Board Clerk

The following District employees were recognized for perfect attendance, outstanding customer service, and quality of work during the month of December 2025.

Administrative Services

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Dana Mellado	Yes	Dana handled a challenging customer interaction with empathy, patience, and professionalism, ensuring the customer felt heard while maintaining District standards and policies.	
Brittney Moore	Yes		Brittney demonstrated exceptional dedication and expertise in building out the District's new payroll system. Through her careful planning, attention to detail, and effort, she has ensured that all necessary components are in place to support a smooth and seamless transition.

Name	Attendance	Customer Service	Work Quality
Viviana Munoz	Yes		<p>Viviana actively contributed to the District's customer service and community outreach efforts by helping organize the toy drive, coat drive, and food drive.</p> <p>Provided Accounts Receivable coverage during planned staff outages.</p> <p>Provided front desk coverage during both planned and unplanned staff outages.</p>
Megan Selling	Yes		<p>Megan made significant contributions to the District's operations through her pivotal role in the finance and payroll ERP implementation.</p> <p>Supported the District's annual inventory processes.</p> <p>Provided front desk coverage during staff outages.</p>
Kayleigh Shepard	Yes	Coordinated holiday activities, including the sweater contest and cookie exchange for staff.	<p>During the furlough/office closure, Kayleigh ensured business continuity by processing staff payroll remotely.</p> <p>Kayleigh has been instrumental in conducting parallel testing, updating test and live databases, and validating payroll tax data for the ERP payroll module implementation.</p>

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Beth Shockley		Coordinated a December holiday breakfast for staff.	Assisted with the Accounts Payable function during the ERP implementation process. Delivered toys from the District toy drive for Wayfinder Family Services.
Desiree Smith	Yes		Desiree actively contributed to the District's customer service and community outreach efforts by helping organize the toy drive, coat drive, and food drive. Provided front desk coverage during both planned and unplanned staff outages. During the furlough period, Desiree supported front desk functions, ensuring operational continuity.
Ben Strange	Yes		Ben made significant contributions to the District's operations through his role in the finance ERP implementation.
Andy Tran			Andy played a key role in supporting the District's ERP finance and payroll module implementation.
Torrance York	Yes		Provided technical support to resolve issues with Microsoft 365.

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes		

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Jarrett Flink	Yes	Assisted Public Affairs staff with loading materials for the December Customer Advisory Committee (CAC) meeting.	Repaired the District's wet saw, including the portable hydraulic unit, and performed field testing on a section of pipe to aid in the pipeline condition assessment staining process.
Tim Katkanov	Yes		

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Chris Bell		Assisted Public Affairs staff with loading materials for the December Customer Advisory Committee (CAC) meeting.	12/23: Worked on emergency service replacements on Olive Tree Way and Sunrise Boulevard. 12/29: Made repairs to an emergency main break on Mica Way in the middle of the night. 12/30: Repaired a service leak on Navion Drive during the furlough period.
Andrew Callister	Yes		
Jose Calvillo	Yes		12/23: Worked on emergency service replacements on Olive Tree Way and Sunrise Boulevard.
Jake Enas			12/23: Worked on emergency service replacements on Olive Tree Way and Sunrise Boulevard.

Name	Attendance	Customer Service	Work Quality
James Ferro	Yes		12/23: Worked on emergency service replacements on Olive Tree Way and Sunrise Boulevard. 12/29: Made repairs to an emergency main break on Mica Way in the middle of the night.
Brandon Goad	Yes		
Brian Hensley	Yes		
Jesse Jameson	Yes		12/23: Worked on emergency service replacements on Olive Tree Way and Sunrise Boulevard. 12/29: Made repairs to an emergency main break on Mica Way in the middle of the night. 12/30: Repaired a service leak on Navion Drive during the furlough period.
Chris Nichols	Yes		
Jace Nunes	Yes		
Ryon Ridner			12/23: Worked on emergency service replacements on Olive Tree Way and Sunrise Boulevard.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Joshua Romero	Yes	Assisted Public Affairs staff with loading materials for the December Customer Advisory Committee (CAC) meeting.	12/23: Worked on emergency service replacements on Olive Tree Way and Sunrise Boulevard. 12/29: Made repairs to an emergency main break on Mica Way in the middle of the night. 12/30: Repaired a service leak on Navion Drive during the furlough period.
John Spinella	Yes		Assisted the Senior Construction Inspector with field testing by operating the backhoe for the pipeline condition assessment staining process.
Neil Tamagni	Yes		
Joey Vazquez	Yes	Assisted Public Affairs staff with loading materials for the December Customer Advisory Committee (CAC) meeting and provided additional support when a vehicle needed air in its tires. Joey identified suspicious substances and promptly alerted law enforcement.	12/23: Worked on emergency service replacements on Olive Tree Way and Sunrise Boulevard. 12/29: Made repairs to an emergency main break on Mica Way in the middle of the night.

Public Affairs Division

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Khandriale Clark	Yes		Supported logistics for the December Customer Advisory Committee meeting.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Mary Elise Conzelmann	Yes		Presented at the December Customer Advisory Committee meeting.

CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
JANUARY 27, 2026 REGULAR BOARD MEETING

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : January 14, 2026
 PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

OBJECTIVE:

Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA					
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
February 17, 2026					
February 17, 2026	Annual	Investment Portfolio Update	Liu	P	A
February 17, 2026		Board of Directors Compensation Ordinance	Moore	PH	A
February 17, 2026	Annual	Financial Policies (6000 Series) Updates	Liu	B	A
March 24, 2026					
March 24, 2026		Award of Contract for Donnawood Project	Pieri	CC	A
March 24, 2026		Approval of Water Forum Agreement	Jordan	B	A
April 28, 2026					
April 28, 2026		2026 Strategic Plan Update	Moore	S	I/D
April 28, 2026		Adoption of Water System Master Plan	Shafaq/Pieri	B	A
May 26, 2026					
May 26, 2026		Resolution calling for a November 2026 Election	Moore	CC	A
May 26, 2026		Policy 5700A: Records Retention Schedule Amendment	Moore	CC	A
May 26, 2026		Poster Contest	Nunes	P	A
June 23, 2026					
June 23, 2026		Annual Comprehensive Financial Report	Liu	B	A
July 2026: Summer Recess - No Meeting					
August 25, 2026					
August 25, 2026		2027 Strategic Plan Approval	Moore	CC	A
August 25, 2026	Annual	Capital Improvement Program (CIP) Update	Pieri	P	I/D

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	Engineering Department Report
Status:	Information Item
Report Date:	January 14, 2026
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.

Item of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project - Pipeline Condition Assessment	Engineering	Director of Engineering, Principal Civil Engineer, Senior Management Analyst	Yes, updates as necessary	Yes	Pipeline Condition Assessment	<p>Segment 1 (42-inch): External Corrosion Direct Assessment will resume in the dry season.</p> <p>Field work for structural integrity testing Pilot Studies completed. Final report received for first pilot study. Draft report for second pilot study received.</p> <p>Field work for leak detection pilot testing scheduled for 01/20/26. Pilot to continue for two months.</p>

Item of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Project Workflow Program Management	Engineering	General Manager, Director of Engineering, Director of Operations, Principal Civil Engineer, Senior Management Analyst, Engineering and Operations Department, Finance Team	Yes, updates as necessary	Yes	Project Management and Coordination of Nine Project 2030 Workflows.	Tri-Annual Meeting Schedule: T1 Meeting scheduled for 04/16/26. T2 Meeting scheduled for 08/2026. T3 Meeting scheduled for 11/2026.
DISTRICT ENGINEERING STANDARDS	Engineering	Director of Engineering, Engineering and Operations Department	Yes, 06/24/25 (Approved by Board)	No	Develop Engineering Standards for Private Development Projects.	Approved by the Board in June 2025. Perform next steps for implementation including Administrative Procedures.

Item of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
DISTRICT POLICY UPDATE & DEVELOPMENT (ENGINEERING RELATED)	Engineering	Director of Engineering, Engineering and Operations Department	Yes, 06/24/25 (Anticipate Action by Board)	No	Develop and update District Policies that relate to Engineering/ Development Projects.	Approved by the Board in June 2025. Perform next steps for implementation including Administrative Procedures.
PROJECT 2030 DISTRICT WATER SYSTEM MASTER PLAN	Engineering	Director of Engineering, Director of Operations, Principal Civil Engineer	Yes, 10/22/24 (Award of Contract)	Yes	Update to the District's Existing Water System Master Plan.	Progress meetings occurring for various elements of the report. Draft Water System Master Plan anticipated in Q1 2026.
DISTRICT-WIDE EASEMENT PROJECT Phase 4	Engineering	Director of Engineering, Principal Civil Engineer, Assistant Engineer, GIS Specialist	Yes, updates as necessary	Yes	Obtaining easements for District-owned facilities.	Group 3 Easements in progress.

Item of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT & PROJECT 2030 Facilities Modernization & Expansion Project - 7803 Madison Ave Bldg B	Engineering	Director of Engineering, Director of Operations, Management Analyst, Technical Advisory Committee	Yes, TBD	Yes	Development of Contract Documents for tenant and site improvements for District facilities located at 7803 Madison Avenue.	Basis of Design Report in progress. Began development of the Demolition Contract Documents 90% Contract Documents for Tenant Improvements in progress.
CAPITAL IMPROVEMENT PROJECT & PROJECT 2030 Facilities Modernization & Expansion Project - 6230 Sylvan Rd	Engineering	Director of Engineering, Director of Operations, Management Analyst, Technical Advisory Committee	Yes, TBD	Yes	Development of Contract Documents for tenant and site improvements for District facilities located 6230 Sylvan Road.	Basis of Design Report in progress. 30% Design Development Plans in progress. Environmental documents complete. Lot merger/parcel rezoning underway.

Item of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT & PROJECT 2030 Greenback Ln (Sunrise Blvd to Birdcage St) Water Main Project	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	Yes	2025 design, 2026 construction	District preparing 60% plans.
CAPITAL IMPROVEMENT PROJECT & PROJECT 2030 Greenback Ln (Birdcage St to Burich Ave) Water Main Project	Engineering	Director of Engineering, Assistant Engineer, and Senior Inspector	Yes, 1/27/26 (Anticipated Award of Contract)	Yes	2025 design, 2026 construction	District preparing 100% plans. Anticipate Award of Contract at 01/27/26 Board Meeting.
CAPITAL IMPROVEMENT PROJECT & PROJECT 2030 Donnawood Way Water Main Project	Engineering	Director of Engineering and Assistant Engineer	Yes, 2/26/26 (Anticipated Award of Contract)	Yes	2026 construction	District preparing 90% plans. Anticipate Award of Contract in Feb 2026.

Item of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT & PROJECT 2030 Sayonara Dr Water Main Project	Engineering	Director of Engineering, Principal Civil Engineer, Assistant Engineer, and Senior Inspector	Yes, TBD	Yes	2025 construction	Construction began on 10/16/25. Construction 100% complete. Project Closeout in progress.
PRIVATE DEVELOPMENT Sayonara Dr Habitat for Humanity Multiple Parcels	Engineering	Director of Engineering, Principal Civil Engineer, and Senior Inspector	No	No	26 single family homes.	Plans approved on 04/30/25. Plan Check and Inspection Fees paid. Construction 95% complete. Capacity Fees due upon water service activation.
PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments	Engineering	Director of Engineering, Principal Civil Engineer, and Senior Inspector	No	No	Proposed apartments.	All fees paid. Water facilities construction 75% complete.

Item of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7975 Twin Oaks Ave Parcel Split 1 - 3	Engineering	Director of Engineering and Principal Civil Engineer	No	No	Parcel Split - 1 to 3 lot split; 3 single family homes with frontage improvements.	Plans approved on 03/03/25. Plan Check Fees paid. Awaiting developer to begin construction.
PRIVATE DEVELOPMENT 7501 Greenglen Ave Parcel Split 1 - 2	Engineering	Director of Engineering, Principal Civil Engineer, and Senior Inspector	No	No	Parcel Split - 1 to 2 lot split per SB9; 4 water services for 4 duplexes.	Plan Check Fees and Installation Deposit Paid. Capacity Fees due prior to water service activation. CHWD completed installation of 4 water services. 2 water services pending activation.
PRIVATE DEVELOPMENT 7401 Mariposa Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Principal Civil Engineer	No	No	Parcel Split - 1 parcel to 2 parcels.	Parcel split approved by the City. District provided plan review comments on 04/02/25.

Item of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7509 Twin Oaks Ave Food Truck Plaza	Engineering	Director of Engineering, Principal Civil Engineer, and Senior Inspector	No	No	Existing vacant site (with existing water service) to be used for a Food Truck Plaza.	Construction of water facilities complete. Project Closeout in progress.
PRIVATE DEVELOPMENT 5409 Sunrise Blvd Grocery Outlet	Engineering	Director of Engineering, Principal Civil Engineer, and Senior Inspector	No	No	Tenant improvements including updating backflow device to approved CHWD device.	Construction of water facilities 95% complete.
PRIVATE DEVELOPMENT 7803 Madison Ave. Bldg A	Engineering	Director of Engineering and Principal Civil Engineer	No	No	Tenant improvements including updating backflow device to approved CHWD device.	Plans under review by the District.
PRIVATE DEVELOPMENT 7803 Madison Ave. Bldg C	Engineering	Director of Engineering and Principal Civil Engineer	No	No	Tenant improvements including updating backflow device to approved CHWD device.	Plans under review by the District.

Item 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 Auburn Blvd - Complete Streets Phase 2	Engineering	Director of Engineering, Principal Civil Engineer, and Senior Inspector	No	No	City of Citrus Heights frontage improvements and utility relocation on Auburn Blvd from Rusch Park to north. 3 new irrigation services.	Final plans signed on 02/24/23. Fees for irrigation services paid. 3 easements obtained. Construction on water related work began on 07/29/24. Water related construction 90% complete.
ArcGIS Migration from ArcGIS Desktop to ArcGIS Pro	Engineering	Director of Engineering, Engineering/GIS Specialist, IT Staff	No	No	Migrate the District's ArcGIS software from Desktop to Pro.	In Phase 3 of 4. Migration is 95% Complete. Staff training began in November and will continue into 2026.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR BOARD MEETING

Subject:	OPERATIONS DEPARTMENT REPORT
Status:	Information Item
Report Date:	January 13, 2026
Prepared By:	Jace Nunes, Senior Management Analyst Todd Jordan, Director of Operations

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

OPERATIONS MONTHLY ACTIVITIES

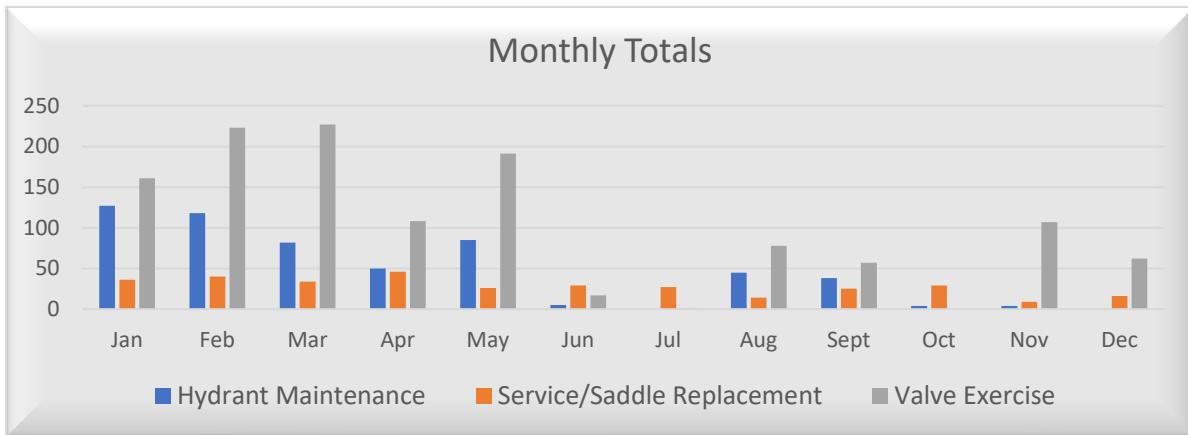
A. Distribution Division

The Operations Department includes 10 Distribution Operators who perform the necessary maintenance to properly operate and maintain over 250 miles of pipelines and more than 21,000 service connections. The tables below are a summary of noteworthy tasks commonly performed by the operators.

Distribution Maintenance	December 2025	Total YTD 2025	Total # in System
Air Valve Inspection (ARV)	0	0	147
Hydrant Maintenance	0	558	2,170
Mainline Repair/Maintenance	0	3	-
Meter Box Maintenance	1	35	21,007
Meter Register Replacement	2	69	21,007
Service/Saddle Replacement	16	321	21,007
Valve Exercise	62	1,232	4,631
Total	81	2,218	

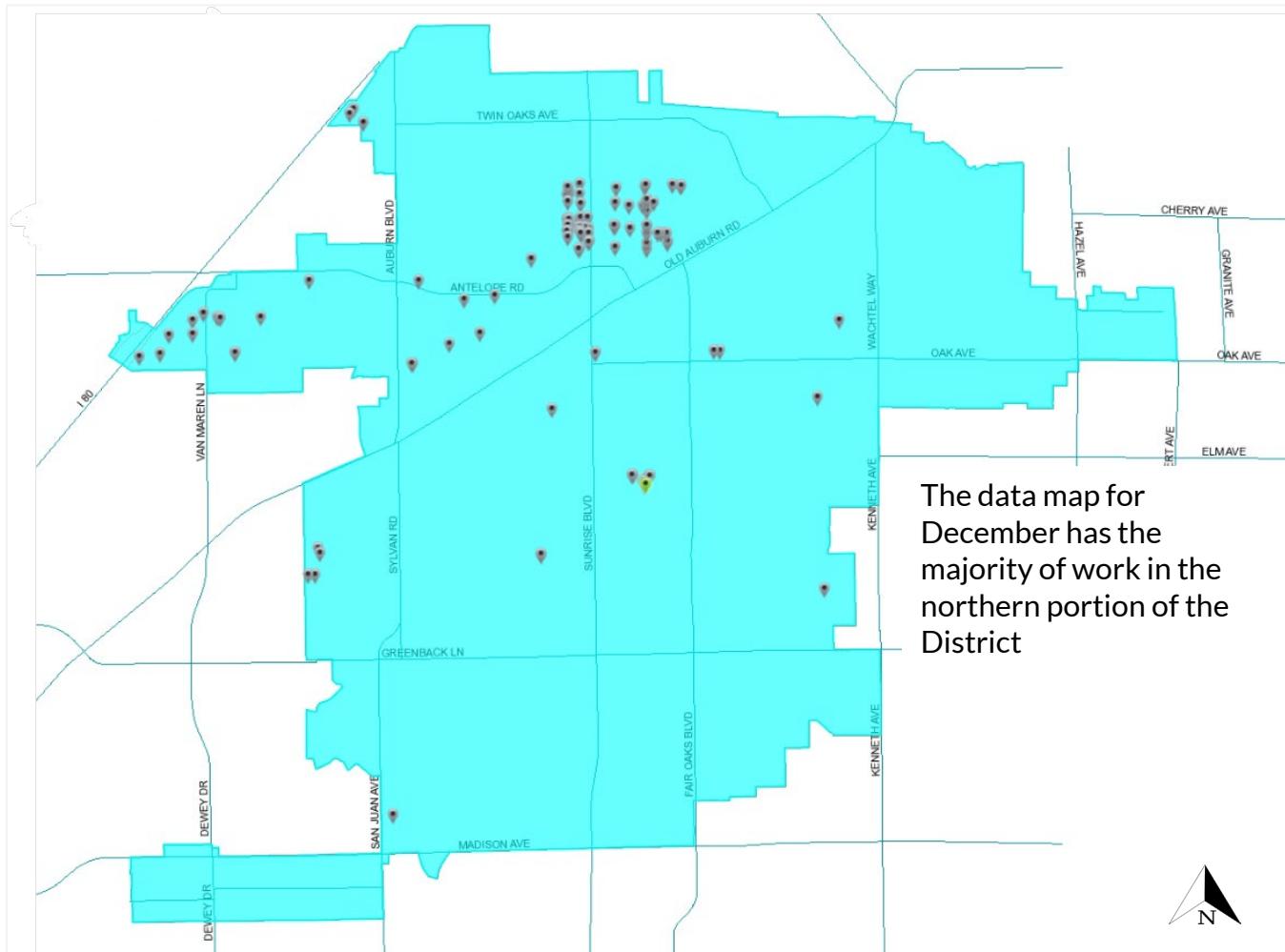
CIP Projects	December 2025	Total YTD 2025
C25-010 Water Mainline	0	2
C25-011 Water Valves	5	16
C25-012 Water Services	16	281
C25-013 Water Meters	3	258
C25-014 Fire Hydrants	0	16
C25-103 Pothole Main	0	1
Total	24	574

The graphic below shows a monthly comparison of hydrant maintenance, service/saddle replacements, and valve exercising activities.



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

Locations Worked within the Citrus Heights Water District



B. Standby Summary

The Operations Department assigns employees to weekly standby duty to ensure 24-hour response coverage for water emergencies within the District. The year-to-date standby activity is provided below.

Standby Summary			
Standby Reporting Month	Total Calls to After-Hours Answering Service	Site Visits	Resolutions Via Phone Call
January	20	13	7
February	29	18	11
March	28	18	10
April	22	10	12
May	41	21	20
June	34	20	14
July	26	13	13
August	49	29	20
September	29	16	13
October	20	15	5
November	32	17	15
December	19	6	13

C. Operations Specialist

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

Operations Specialist Summary		
Work Description	December 2025	Total CY 2025
USA Markings	469	6,498
Check for Leak	18	342
Fire Hydrant Investigation	0	3
Locate a Meter	0	0
Turn Water On/Off	10	104
Total	497	6,947

D. Water Quality/Sampling Summary

The Water Resources Division oversees routine monthly bacteriological testing as required by the California Division of Drinking Water. In December, 72 samples were collected with no positive results.

Dead End Flushing:

A “dead end” in a water distribution system refers to a section of pipe where water flow stops, rather than circulating back into the system. Dead ends commonly occur in cul-de-sacs and rural developments. Because water movement is limited or nonexistent in these areas, water can remain stagnant. Over time, stagnation can reduce chlorine levels, increasing the potential for bacterial growth. Sediment, minerals, and other particles may also accumulate, which can affect water quality.

To address these risks, the CHWD conducts weekly water quality testing throughout its service area and maintains an active dead end flushing program. Flushing involves releasing water through hydrants or other outlets to remove stagnant water and accumulated debris. The District’s program includes routine flushing and testing of the 546 known dead ends within the District. This process ensures that fresh, properly disinfected water reaches these locations, maintaining safety and high-quality drinking water.



CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS

JANUARY 27, 2026 REGULAR MEETING

SUBJECT : 2025 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : January 8, 2026
 PREPARED BY : Brian Hensley, Water Resources Supervisor
 : Todd Jordan, Director of Operations

OBJECTIVE:

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

Month	2013	2020	2021	2022	2023	2024	2025				Year-to-Date Comparison to 2013	
							Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual		
							Total Water Monthly acre feet				acre feet	%
Jan	602.52	519.03	575.54	528.73	501.92	515.29	495.86	60.36	556.22	556.22	-46.30	-7.7%
Feb	606.36	589.8	485.17	605.17	487.3	467.3	408.07	72.34	480.41	1,036.63	-172.25	-14.2%
Mar	819.55	654.31	601.02	774.74	472.65	539.72	477.36	79.62	556.98	1,593.61	-434.82	-21.4%
Apr	1,029.73	767.24	1,001.96	763.83	698.84	634.32	682.01	58.74	740.75	2,334.36	-723.80	-23.7%
May	1,603.43	1,168.99	1,277.33	1,133.06	1,016.07	1,044.91	1,152.38	37.84	1,190.22	3,524.58	-1,137.01	-24.4%
Jun	1,816.73	1,475.82	1,541.32	1,288.62	1,265.25	1,399.15	1,368.82	26.53	1,395.35	4,919.93	-1,558.39	-24.1%
Jul	2,059.21	1,682.83	1,643.73	1,536.69	1,513.02	1,645.98	1,431.40	64.01	1,495.41	6,415.34	-2,122.19	-24.9%
Aug	1,924.28	1,660.59	1,538.76	1,461.15	1,494.76	1,501.15	1,421.98	45.15	1,467.13	7,882.47	-2,579.34	-24.7%
Sep	1,509.82	1,381.14	1,333.29	1,228.49	1,220.46	1,321.12	1,193.89	48.72	1,242.61	9,125.08	-2,846.55	-23.8%
Oct	1,297.42	1,185.00	972.09	1,065.99	966.12	1,159.16	696.72	99.74	796.46	9,921.54	-3,347.51	-25.2%
Nov	911.55	779.34	576.37	637.25	648.08	668.79	542.97	37.52	580.49	10,502.03	-3,678.57	-25.9%
Dec	700.94	620.34	536.97	541.93	558.87	573.3	482.82	42.02	524.84	11,026.87	-3,854.67	-25.9%
Total	14,881.54	12,484.43	12,083.55	11,565.65	10,843.34	11,470.19	10,354.28	672.59	11,026.87	11,026.87		
% of Total							93.90%	6.10%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	WATER SUPPLY RELIABILITY
Status:	Information Item
Report Date:	January 8, 2026
Prepared By:	Brian Hensley, Water Resources Supervisor Todd Jordan, Director of Operations

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of January 1, 2026, storage in Folsom Lake was at 552,232 acre-feet, fifty-seven percent (57%) of the total capacity of 977,000 acre-feet. This represents an increase in storage of 95,385 acre-feet in the past month. Total storage in the lake is above the 5-year average for this month (119%).

The District's total water use during December 2025 (524.84 acre-feet) was thirty-six percent (25%) below that of December 2013 (700.94 acre-feet).

The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms, and Sylvan are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use. Construction on the Ella Way Well Project is proceeding, and drilling is complete on our Highland site. Highland is now moving into the design phase, preparatory for above-ground construction.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	WATER EFFICIENCY & SAFETY PROGRAM UPDATE
Status:	Information Item
Report Date:	January 13, 2026
Prepared By:	Jace Nunes, Senior Management Analyst Todd Jordan, Director of Operations

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

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of December 2025 included the following:
 - Four High Efficiency Toilet (HET) rebates were processed.
 - Three Pressure Reducing Valve (PRV) rebates were processed.
- Two reports of water waste were received in December. Staff continues to follow up with customers about water waste violations.

The District offers a variety of WaterSmart classes throughout the year. The 2026 WaterSmart schedule is below.

Date	Title	Format
Sat., Mar. 14	Here Comes the Sun: Spring Planting	In-person at the Sylvan Oaks Library
April (Date TBD)	Don't Stop Tree-lievin: Planting Smart for Long-Term Tree Care	In-person, Location TBD
August (Date TBD)	Staying Alive: A House Plants Thriving	In-person, Location TBD
Sat., Sept. 19	Earth Worm and Fire: The Art of Worm Castings	In-person at the Sylvan Oaks Library

CHWD has a demonstration garden at the Sylvan Ranch Community Garden showcasing water-efficient landscaping. CHWD works with a customer-based volunteer group, the "Garden Corps," who help maintain the plots by removing weeds and checking the irrigation system and controller settings. The garden's webpage, www.chwd.org/garden, allows viewers to see detailed

information about each plant in the District's plots, and create a customized plant list for their property.

The following table summarizes CHWD's Residential Gallons Per Capita Per Day (R-GPCD) values for 2025:

Month	R-GPCD	R-GPCD	% CHANGE
	2025	2024	
January	71	66	8%
February	68	66	3%
March	70	69	2%
April	101	86	18%
May	145	130	11%
June	186	185	1%
July	182	208	-12%
August	185	180	3%
September	156	170	-8%
October	101	144	-30%
November	75	82	-9%
December	*69	71	-4%

**Preliminary number as of the report date*

The following tables summarize the service requests and work orders of Water Efficiency staff for December 2025:

Work Orders	Dec 2025	Dec 2024
CHANGE TOUCH-READ TO RADIO READ	2	2
CONVERT TO RADIO-READ METER	22	14
METER BOX MAINTENANCE	0	2
METER REPAIR	1	0
METER REPLACEMENT	1	2
METER TESTING	0	0
REGISTER REPLACEMENT	2	2
RADIO-READ REGISTER REPLACEMENT	1	0
INSTALL METER	0	0
TOTAL	29	22

Service Requests	Dec 2025	Dec 2024
CONSERVATION REQUEST	2	11
CHECK FOR LEAK	0	3
UNABLE TO OBTAIN METER READ	65	37
TRIM SHRUBS	0	2
METER BURIED	23	25
METER MAINT.	4	8
LOCKED GATE	3	2
RE-READ METER	24	12
READ METER	0	0
METER BOX MAINT.	1	4
MOVE-IN/MOVE-OUT	4	15
CAR OVER METER	22	15
TOTAL	148	134

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 02-2026 ADDING A REGULAR MEETING FOR FEBRUARY 17, 2026; NOVEMBER 17, 2026; AND DECEMBER 15, 2026
Status:	Action Item
Report Date:	January 20, 2026
Prepared By:	Brittney Moore, Administrative Services Manager/Chief Board Clerk

OBJECTIVE:

Consider adoption of Resolution No. 02-2026 adding Regular Meetings for February 17, 2026, November 17, 2026, and December 15, 2026.

BACKGROUND AND ANALYSIS:

Under Policy 3000.01, the Board of Directors generally holds a regular meeting on the fourth Tuesday of each month. For February 2026, the regular meeting was originally scheduled for February 24, 2026, which falls during the week of the Association of California Water Agencies (ACWA) Washington D.C. Conference. To avoid this conflict, staff recommend scheduling a Regular Meeting for February 17, 2026, in lieu of February 24, 2026.

Additionally, in November 2026 and December 2026 the regular meetings fall on the weeks of the Thanksgiving and Christmas holidays. Staff recommends scheduling a Regular Meeting in November on November 17, 2026, in lieu of November 24, 2026; and scheduling a Regular Meeting on December 15, 2026 in lieu of December 22, 2026.

To update the meeting type from Special to Regular for the meeting dates referenced above, staff recommend adoption of Resolution No. 02-2026. Without this adjustment, the Board would only be able to hold special meetings in the months referenced above due to the date conflicts. Under the Brown Act, special meetings are more limited in scope, and adopting this resolution ensures the Board can conduct all necessary business under a regular meeting format.

RECOMMENDATION:

Adopt Resolution 02-2026 adding Regular Meetings for February 17, 2026, November 17, 2026, and December 15, 2026.

ATTACHMENT:

Resolution No. 02-2026 Resolution of the Board of Directors of the Citrus Heights Water District
adding Regular Meetings for February 17, 2026, November 17, 2026, and December 15, 2026.

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 02-2026

RESOLUTION OF THE BOARD OF DIRECTORS
AUTHORIZING AND DESIGNATING THE CITRUS HEIGHTS WATER DISTRICT'S
FEBRUARY 17, 2026, NOVEMBER 17, 2026, AND DECEMBER 15, 2026, SPECIAL
MEETINGS AS REGULAR MEETINGS

WHEREAS, the Citrus Heights Water District ("CHWD") currently holds its regular meetings on the fourth Tuesday of the month under Policy 3000.01; and

WHEREAS, CHWD staff recommend adding Regular Meetings on February 17, 2026, November 17, 2026, and December 15, 2026; and

WHEREAS, the Board of Directors of CHWD has reviewed and considered adding Regular Meetings on February 17, 2026, November 17, 2026, and December 15, 2026; and

WHEREAS, the Board finds it in the best interest of CHWD to add Regular Meetings on February 17, 2026, November 17, 2026, and December 15, 2026; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors hereby adds Regular Meetings on February 17, 2026, November 17, 2026, and December 15, 2026.
2. This Resolution shall be effective immediately and shall be included in the official records of the Citrus Heights Water District.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT, this 27th day of January 2026, by the following vote:

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

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

SEAL

BRITTNEY C. MOORE, Chief Board Clerk
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC.
Status:	Action Item
Report Date:	January 27, 2026
Prepared By:	Missy Pieri, Director of Engineering/District Engineer

OBJECTIVE:

Consider approval of an agreement with Carollo Engineers, Inc. for engineering support services.

BACKGROUND AND ANALYSIS:

CHWD has been working with Carollo Engineers, Inc. (Carollo) in various capacities, including the ongoing Water System Master Plan (WSMP) update. The CHWD partnership with Carollo dates back decades, and Carollo developed the District's first master plan in 1998. The updated WSMP identifies projects and capital improvements needed over the next 25 years to ensure CHWD continues to provide a safe, reliable, and resilient water supply system.

In addition to the WSMP, the District anticipates utilizing Carollo for planning and engineering services on several existing and upcoming projects and programs. These include developing a comprehensive pipeline condition assessment program, preparing implementation plans for meter-reading technology upgrades, participating in customer advisory committee meetings and supporting other technical studies and capital project needs.

Carollo maintains a local office in Sacramento, and as one of the largest engineering firms in the United States, focused solely on water and wastewater services, they offer deep expertise in planning, designing, managing, and monitoring projects of all sizes. Their services include master planning, infrastructure condition assessment and evaluation program development, capital facilities funding strategies, hydraulic modeling, and infrastructure designs.

Because CHWD operates with a small staff, leveraging contract engineering resources such as Carollo is essential for managing operating costs while ensuring that specialized expertise is available when needed. This approach allows the District to complete projects efficiently and effectively without expanding permanent staffing levels. This need is especially critical as Project 2030 accelerates, bringing a significant increase in planning and water main replacement activity.

Carollo's staff brings extensive experience and technical knowledge, including a strong understanding of the complexities associated with water main replacement programs and funding strategies. Their long-standing commitment to innovation, sustainability, and cost-effective solutions makes them a strong partner for CHWD as the District continues to modernize its infrastructure and plan for future needs.

It is recommended that CHWD formalize a task order style professional services agreement with Carollo Engineers, Inc. The task order style agreement is structured to offer the options of a Time-and-Materials/Hourly Billable arrangement or Project Basis/Not-to-Exceed (NTE) amount with a defined scope of work, schedule, and a not-to-exceed budget. The term of the updated agreement is ongoing but includes a fifteen (15) day termination provision by either party without cause.

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

RECOMMENDATION:

Approve the professional services agreement with Carollo Engineers, Inc., and authorize the General Manager to execute the agreement.

ATTACHMENT:

Professional Services Agreement for Engineering Support Services

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SUPPORT SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 27th day of January 2026, by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 (“District”) and Carollo Engineers, Inc., an environmental engineering firm that specializes in planning, design, and construction of water and wastewater facilities, with its principal place of business at 2795 Mitchell Drive, Walnut Creek, CA 94598 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the District and Consultant (“Task Order”). Consultant represents that it is experienced in providing all of the support services listed in the scope of services provided for in Exhibit “A” to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, as necessary to fully and adequately supply the professional human resources and related consulting services necessary for the Project (“Services”). The types of Services to be provided are generally described in Exhibit “A,” attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits

attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall continue in force for a period of one year from the date of execution. Upon expiration thereof, this agreement will continue in force until either party notifies the other party in writing of its intent to terminate this agreement as outlined in Section 3.5.1. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). Consultant shall be required to commence work within five (5) days, or as soon thereafter as reasonably practicable, of receiving a fully executed Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 RESERVED.

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

3.2.6 Consultant's Representative. Consultant hereby designates Tim Loper, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event Consultant is self-insured, Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability (Errors and Omissions)*: professional liability or Errors and Omissions insurance appropriate to its profession.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and (4) *Professional Liability (Errors and Omissions)*: One Million Dollars (\$1,000,000) per claim and aggregate (errors and omissions).

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials,

officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

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

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other

provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and

shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. The total compensation per Task Order shall be set forth in the relevant Task Order, and Consultant shall be compensated in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to-Exceed (NTE) amount. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall reference the relevant Task Order and describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

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

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public

works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

3.4.1 **Maintenance and Inspection.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 **Grounds for Termination.** Either party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation.

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

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Citrus Heights Water District
P.O. Box 286
Citrus Heights, CA 95611
Attn: Hilary Straus, General Manager

Consultant

Carollo Engineers, Inc.
50 West Liberty St. Suite 300
Reno, NV 89501
Attn: Tim Loper

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District’s name or insignia,

photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

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

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

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

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

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

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

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation

of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

[Signatures on Following Page]

**SIGNATURE PAGE
TO
CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR SUPPORT SERVICES**

CITRUS HEIGHTS WATER DISTRICT

CAROLLO ENGINEERS, INC.

By: Hilary M. Straus
General Manager

By: **Tim Loper**
Senior Project Manager / VP

Date: _____

Date: _____

EXHIBIT “A”

SCOPE OF SERVICES

Based on the District’s needs and issuance of an approved Task Order (see Exhibit “B”), **Carollo Engineers, Inc.** will be tasked with the completion of several varying tasks. Task assignments will be issued via task orders (TO) and include but will not be limited to the following:

1. Infrastructure Upgrade Planning and Design:
 - Developing or updating a comprehensive pipeline condition assessment program
 - Supporting water main replacement planning and prioritization
 - Providing support with hydraulic modeling and system performance analysis
 - Planning, designing, or drafting pipeline replacements and related infrastructure
 - Analyzing alternatives for pipeline rehabilitation or replacement
 - Preparing implementation plans for meter-reading technology upgrades and meter replacement
2. Model Update and Evaluation
 - Updating the District hydraulic and risk assessment models as needed
 - Perform capacity and risk evaluations as needed
3. Asset Management
 - Developing or updating Asset Management Plans
4. Water Resources
 - Planning, analyzing, and designing water supply resources infrastructure
5. Project Management & Oversight
 - Providing proactive project management and quality management, including quality assurance/quality control

The rate for these services will be in accordance to the rates noted on prospective task orders as detailed in Exhibit B.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. [REDACTED] (YEAR - ##)

Contract: Agreement for [Contract Name] with Citrus Heights Water District

Consultant: [Consultant Name]

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

[Insert description of services to be provided]

List any attachments: (Please provide if any.)

Compensation Form: [INSERT HOURLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]

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

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

Completion Date: [REDACTED], 20 [REDACTED]

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

Citrus Heights Water District

Dated: _____

By: _____

Consultant

Dated: _____

By: _____

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	CONSIDER ADOPTING RESOLUTIONS NO. 03-2026 AND NO. 04-2026 DESIGNATING AN AUTHORIZED REPRESENTATIVE TO EXECUTE APPLICATIONS AND DOCUMENTS FOR THE STATE WATER RESOURCES CONTROL BOARD'S DRINKING WATER STATE REVOLVING FUND FOR THE PALM AND SYLVAN WELL RELOCATION PROJECTS
Status:	Action Item
Report Date:	January 27, 2026
Prepared By:	Mary Elise Conzelmann, Public Affairs Manager Khandriale Clark, Public Affairs Analyst

OBJECTIVE:

Consider approval of resolutions supporting grant funding efforts for the Palm Well Relocation and Sylvan Well Relocation Projects.

BACKGROUND AND ANALYSIS:

CHWD is seeking financial assistance from the State Water Resources Control Board's ("SWRCB") Drinking Water State Revolving Fund ("DWSRF") to help with the design and construction for the Palm Well and Sylvan Well Relocation Projects ("Projects"). These two projects seek to address potential emerging contaminants in the District's water supply. Additionally, the Projects will help ensure continued compliance with state drinking water standards and safeguard water quality for District customers.

Part of the financial assistance request for SWRCB's DWSRF requires the District to adopt a resolution designating an authorized representative to sign and file, on behalf of the District, a "Financial Assistance Application."

RECOMMENDATION:

Adopt Resolution No. 03-2026 and Resolution No. 04-2026 designating the General Manager or designee as the authorized representative to file the Financial Assistance Application and execute any related documents, including a financial assistance agreement, that are necessary to secure funding from the SWRCB's DWSRF for the completion of the Projects.

ATTACHMENTS:

1. Resolution No. 03-2026 Resolution of the Board of Directors of the Citrus Heights Water District designating an authorized representative to execute applications and documents

for the SWRCB's Drinking Water State Revolving Fund for the Palm Well Relocation Project.

2. Resolution No. 04-2026 Resolution of the Board of Directors of the Citrus Heights Water District designating an authorized representative to execute applications and documents for the SWRCB's Drinking Water State Revolving Fund for the Sylvan Well Relocation Project.

ACTION:

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

ATTACHMENT 1

**Resolution No. 03-2026 Resolution of the Board of
Directors of the Citrus Heights Water District
designating an authorized representative to execute
applications and documents for the SWRCB's
Drinking Water State Revolving Fund for the Palm
Well Relocation Project**

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 03-2026

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CITRUS HEIGHTS WATER DISTRICT
DESIGNATING AN AUTHORIZED REPRESENTATIVE TO EXECUTE APPLICATIONS
AND DOCUMENTS FOR THE STATE WATER RESOURCES CONTROL BOARD'S
DRINKING WATER STATE REVOLVING FUND FOR THE PALM WELL RELOCATION
PROJECT

WHEREAS, the Citrus Heights Water District ("District") has identified the Palm Well Relocation Project (the "Project") as a water infrastructure effort that addresses potential emerging contaminants in the water supply;

WHEREAS, the Project may qualify for financial assistance under the State Water Resources Control Board's Drinking Water State Revolving Fund program;

WHEREAS, the District seeks to apply for such funding to plan, design, and construct the Project to ensure compliance with drinking water standards and safeguard water quality for its customers;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Citrus Heights Water District hereby designates the General Manager, or designee, as the Authorized Representative of the District to sign and file, for and on behalf of the District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.

BE IT FURTHER RESOLVED that the Authorized Representative, or designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

BE IT FURTHER RESOLVED that the Authorized Representative, or designee, is designated to represent the District in carrying out the District's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the District and ensuring compliance with applicable state and federal laws.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 27th day of January 2026 by the following vote, to wit:

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

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

SEAL

BRITTNEY C. MOORE, Chief Board Clerk
Citrus Heights Water District

ATTACHMENT 2

**Resolution No. 04-2026 Resolution of the Board of
Directors of the Citrus Heights Water District
designating an authorized representative to execute
applications and documents for the SWRCB's Drinking
Water State Revolving Fund for the Sylvan Well
Relocation Project**

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 04-2026

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CITRUS HEIGHTS WATER DISTRICT
DESIGNATING AN AUTHORIZED REPRESENTATIVE TO EXECUTE APPLICATIONS
AND DOCUMENTS FOR THE STATE WATER RESOURCES CONTROL BOARD'S
DRINKING WATER STATE REVOLVING FUND FOR THE SYLVAN WELL
RELOCATION PROJECT

WHEREAS, the Citrus Heights Water District ("District") has identified the Sylvan Well Relocation Project (the "Project") as a water infrastructure effort that addresses potential emerging contaminants in the water supply;

WHEREAS, the Project may qualify for financial assistance under the State Water Resources Control Board's Drinking Water State Revolving Fund program;

WHEREAS, the District seeks to apply for such funding to plan, design, and construct the Project to ensure compliance with drinking water standards and safeguard water quality for its customers;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Citrus Heights Water District hereby designates the General Manager, or designee, as the Authorized Representative of the District to sign and file, for and on behalf of the District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.

BE IT FURTHER RESOLVED that the Authorized Representative, or designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

BE IT FURTHER RESOLVED that the Authorized Representative, or designee, is designated to represent the District in carrying out the District's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the District and ensuring compliance with applicable state and federal laws.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 27th day of January 2026 by the following vote, to wit:

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

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

SEAL

BRITTNEY C. MOORE, Chief Board Clerk
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	DISCUSSION AND POSSIBLE ACTION – AMENDMENT OF CONTRACT FOR DESIGN, TESTING, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE ELLA WAY WELL PROJECT
Status:	Action Item
Report Date:	January 7, 2026
Prepared By:	Brian Hensley, Water Resources Supervisor Todd Jordan, Director of Operations

OBJECTIVE:

Consider approval of a contract amendment with Water Systems Consulting, Inc. (WSC) for Design, Testing, and Construction Management Services for the Ella Way Well Project

BACKGROUND AND ANALYSIS:

On November 17th, 2021, the Board of Directors approved a Professional Services Agreement with Water Systems Consulting, Inc., for the Design, Testing, and Construction Management Services for the Ella Way Well Project, authorizing the General Manager to execute the agreement for \$644,898.00 and approve a 10% contingency fund (\$709,388.00)

WSC has previously submitted three (3) contract amendments to cover additional costs incurred due to design revisions, permitting coordination, additional project duration, and grant assistance that have changed the Project scope and anticipated cost.

These amendments totaled bring the current total projected cost to \$781,378.00.

On 12/2/2025 WSC submitted contract change amendment four (4). This contract amendment is requested due to project delays from outside agency coordination (mainly SMUD design changes and delays in getting power to the site), missing parts from prepurchase equipment, and increased review of RFI's and Submittals.

- Additional hours required for construction management by the subconsultant GEI Engineering Inc. during the well equipping construction due to the project execution extending beyond the schedule in the original scope of work.
- Additional engineering assistance provided during the well equipping construction not included in the original scope by WSC and our Subconsultant TJC for Steel Truss and

Metal Roof Deck substitutions, as well as additional review and analysis for Concrete placement.

- Participation in out-of-scope construction meetings, as well as coordination with pre-purchase equipment vendors for parts by WSC.

The requested amendment amount is \$133,579.00.

RECOMMENDATION:

Approve a contract amendment with Water Systems Consulting, Inc. for the Ella Way Well Project in the amount of \$133,579.00 for a total Project budget of \$914,957.00.

ATTACHMENTS:

1. Contract amendment request from Water Systems Consultants, Inc. for the Ella Way Well Project
2. Original Professional Services agreement with Water Systems Consultants, Inc.
3. Prior amendments

ACTION:

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

ATTACHMENT 1

**Contract amendment request from Water Systems
Consultants, Inc. for the Ella Way Well Project**

**CITRUS HEIGHTS
WATER DISTRICT**

Brian Hensley
Water Resources Supervisor
6230 Sylvan Road
Citrus Heights, CA 95610

WSC Folsom

1150 Iron Point Rd, Suite 125
Folsom, CA 95630

December 2, 2025

Dear Mr. Hensley,

Citrus Heights Water District (CHWD) contracted with Water Systems Consulting (WSC) for design, bidding and construction services for Ella Way Well. Amendments to the scope and budget were submitted on March 9, 2023 (Amendment 1), August 23, 2024 (Amendment 2), and March 27, 2025 (Amendment 3). WSC is submitting a fourth amendment to the project scope and fee for the following items:

1. Additional construction management from during the well equipping construction due to the project execution extending beyond the original schedule.
2. Additional engineering assistance provided during the well equipping construction not included in the original scope by WSC and our Subconsultant TJC.
3. Participation in out of scope construction meetings by WSC.

Attachments to this amendment request document the scope and fee changes associated with the above items. If you have any questions regarding the content of this amendment, please reach out to myself or Peter Kvam.

Sincerely,

Water Systems Consulting, Inc.



Rob Natoli, PE
PIC



Peter Kvam, PE
PM

Amendment 4 – Scope Updates

Task 3.0 – Surface Facilities Construction Phase Support

Additional Construction Management Services

GEI's original cost estimate for construction management assumed a seven-month construction period. With construction getting underway in May 2025, GEI had funding to last through November 2025. The construction schedule has been extended and is now expected to be completed in January 2026 with a two week close out period completing in mid-February 2026. This additional funding will cover CM services for the additional 3 months to project completion.

Additional Engineering Services During Construction

WSC and our subcontractor TJC have included additional ESDC hours in this amendment for the following items:

1. **RFI's and Submittals.** The Ella scope assumed that there would be 25 RFI's and 60 Submittals (including resubmittals). As of November 2025, there have been 48 RFIs and 94 submittals (75 original submittals, and 19 resubmittals). WSC anticipates there will be up to 50 RFIs and 100 submittals prior to end of construction. WSC and TJC are including time in this Amendment to account for out-of-scope RFI responses and submittal reviews.
2. **Coordination with Edges on Prepurchase Electrical.** WSC spent time coordinating with the Contractor, Edges and ABB to receive prepurchase documentation and clarifications.
3. **Steel Truss Substitution.** The Contractor elected to replace structural steel trusses with light-gauge steel members. This change resulted in multiple coordination calls to evaluate the substitution and consider impact on connection details.
4. **Metal Roof Deck Substitution.** Following the review and approval of the initial roof deck submittal, the Contractor submitted a revised connection detail. This led to a separate review cycle, additional calculations, and a coordination meeting.
5. **Concrete Strength Coordination.** Additional engineering review and coordination were required after field test results indicated that the in-place concrete did not meet the specified 28-day compressive strength. TJC performed structural checks to assess potential impacts to related structural components and confirm continued compliance with design intent.

Project Meetings

The original contract scope included attendance of the pre-construction meeting by WSC. WSC did not scope attendance of any additional meetings during construction services phase of work. Throughout construction duration, WSC has attended the bi-weekly construction coordination meetings. WSC assumes past and future attendance of 16 one hour bi-weekly calls prior to the completion of the project. Additional non-scoped meetings included:

1. On-site meeting to kick off the project with the City's inspector (Daniel Kehrer) on 6/12/2025 (2 hr)
2. On-site meeting to discuss the wellhead with the Contractor's pump installer 9/4/2025 (2 hr)

3. Ella Way Deck to Truss Connection Discussion (1 hr)

Note, some meetings were not included in this Amendment request, as they were necessitated due to the project design requiring clarifications. Specifically, WSC did not include meetings pertaining:

1. Coordination of inspection and special inspection responsibilities
2. The SMUD Meter Placement Discussion

Amendment 3 – Fee Estimate Updates

Based on the updates to the scope of work listed above and increased billing rates, WSC is requesting the following budget increase.

Project Task	Fee Adjustments
Task 1.0 – Well Drilling	--
Task 2.0 – SCADA Revisions, Permitting Coordination, Landscape Design, Additional Client Comments, Project Duration Extension	--
Task 3.0 – Surface Facilities Construction Phase Support	+ \$133,579
Task 4.0 – Design Review Meetings	--
Task 5.0 – Architectural Services	--
Task 6.0 – Cost Estimates	--
Total Fee Change	+ \$133,579

Task No. Task Description	QA/QC	Project Engineer	CAD Technician	Administration	WSC				TJC	GEI	ALL FIRMS
					WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee			
	Jeff Lawrence	Peter Kvam	Mary Harrington	Roxanne Collins							
<i>Billing rates, \$/hr</i>	\$320	\$200	\$160	\$145							
3 Subsurface Facilities Construction Phase Services											
3.1 Additional CM Services				2	2	\$ 290	\$ -	\$ 290		\$ 70,264	\$ 70,554
3.2 Additional ESDC Services	6	120	4	6	136	\$ 27,430	\$ -	\$ 27,430	\$ 31,395		\$ 58,825
3.3 Construction Meetings		21			21	\$ 4,200	\$ -	\$ 4,200			\$ 4,200
SUBTOTAL	6	141	4	8	159	\$ 31,920	\$ -	\$ 31,920	\$ 31,395	\$ 70,264	\$ 133,579
COLUMN TOTALS	6	141	4	8	159	\$ 31,920	\$ -	\$ 31,920	\$ 31,395	\$ 70,264	\$ 133,579

5% mark-up for sub-contracted services

Standard mileage rate \$0.70 per mile (or current Federal Mileage Reimbursement Rate)

Rates are subject to revision as of January 1 each year.

ATTACHMENT 2
Original Professional Services agreement with
Water Systems Consultants, Inc.

CITRUS HEIGHTS WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of November 18, 2021 by and between the Citrus Heights Water District, an irrigation district organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California ("District"), and Water Systems Consulting, Inc., a California corporation with its principal place of business at 2330 East Bidwell Street, Suite 110, Folsom, CA (hereinafter referred to as "Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

Ella Way Well Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$644,898.00. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 45 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. Time of Performance.

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

6. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

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

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

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project

- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the

“Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance to include contractual liability applicable to this Agreement, but may otherwise exclude (1) a claim based upon or arising out of express warranties or guarantees other than any guarantee that the Consultant’s professional services conform with the generally accepted standard of care applicable to that professional service, and (2) liability of others assumed by the Consultant under any contract or agreement, other than liability for damages that the Consultant would have in the absence of such contract or agreement. This insurance shall be written on a policy form coverage specifically designed to protect against the negligent acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend.

e. Minimum Policy Limits Required

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

Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer’s Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Except for Professional Liability, defense costs shall be payable in addition to the limits.

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees,

settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims", and individually, a "Claim") to the extent arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers. Solely to the extent that a Claim is covered by a professional liability policy Consultant carries, and without narrowing or otherwise limiting Consultant's obligation to defend, indemnify, and hold harmless in connection with Claims not covered by a professional liability policy Consultant carries, Consultant agrees to reimburse District for reasonable defense costs, provided however that such obligation is limited to the portion of such costs equal to the percentage of Consultant's liability as ultimately determined to be caused by the negligence, recklessness, or willful misconduct of Consultant.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

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

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

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

16. Termination or Abandonment

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

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

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project ("Documents & Data") shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District. Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. Consultant shall have the right to retain and use copies of any Documents & Data furnished or to be furnished by Consultant less any specific details provided by the District unless such details are within the public realm. All Documents & Data are instruments of service and are not intended to be modified or represented to be suitable for reuse on other projects by District except as may be contemplated pursuant to the terms of this Agreement. Any such modification

or reuse without Consultant's prior written approval will be at District's sole risk, without liability or legal exposure to Consultant. Rights to intellectual property developed, utilized, or modified in the performance of the services under this Agreement including the Documents & Data developed hereunder ("Intellectual Property") shall remain the property of Consultant. Consultant hereby grants to District an irrevocable, nonexclusive, royalty-free license to utilize Intellectual Property provided to District as part of the Services for the purposes set forth in this Agreement.

18. Organization

Consultant shall assign Jeff Lawrence, P.E. as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

19. Limitation of Agreement.

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

20. Notice

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

DISTRICT:

Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, California 95610
Attn: Hilary M. Straus
General Manager

CONSULTANT:

Water Systems Consulting, Inc.
2330 East Bidwell Street
Suite 110, Folsom, CA, 95630
Attn: Jeff Lawrence
Project Manager

and shall be effective upon receipt thereof.

21. Third Party Rights

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

22. Equal Opportunity Employment.

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

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

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

25. Successors and Assigns

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

26. Non-Waiver

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

27. Time of Essence

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

28. District's Right to Employ Other Consultants

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

29. Prohibited Interests

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

direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT
AND WATER SYSTEMS CONSULTING, INC.**

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

CITRUS HEIGHTS WATER DISTRICT  WATER SYSTEMS CONSULTING, INC.

By: 

By: Hilary M. Straus
General Manager

By: Jeffrey Szostak (Nov 16, 2021 12:50 PST)

Its: CEO

Printed Name: Jeffery Szytel

Federal ID No. 26-1507694
Business License Number 9912035828 (City of
Folsom, CA)

EXHIBIT A

Scope of Services

E. Report Tasks

WSC's approach for addressing the requested scope of services is provided below, and includes deliverables for each work element.

Task 1.0—Well Drilling

The design of the downhole well structure is intended to result in a clear set of biddable construction documents for pilot drilling and lithologic logging, geophysical logging, borehole reaming, selection of well materials, well construction, developing and testing.

1.1 Kickoff Meeting

- Organize and lead project kickoff meeting. The kickoff meeting will focus on discussion of scope and objectives, establish roles and responsibilities, reviewing the project data request and establishing data needs.
- Kickoff Meeting is assumed to be virtual for a duration of up to one hour.

Deliverables: Meeting Agenda and Minutes in PDF format.

1.2 Drilling and Well Construction Specifications and Plans

We understand that the District has a preferred set of drilling and well construction specifications. Our team will begin with this document and update the design parameters and be sure that each of the following activities are addressed.

- Operating hours
- Acceptable drilling methods and procedures
- Water available for drilling purposes
- Handling and characteristics of drilling fluid
- Drilling program loss of circulation plan and approach
- Sanitary seal requirements
- Pilot and reamed borehole diameters and depths
- Sediment sampling
- Geophysical logging
- Length, diameter, slot size, and ASTM specifications for the well casing and screen materials
- Preliminary filter pack gradation
- Acceptable construction, development, and testing methods

- Production testing equipment and procedures
- Well disinfection procedures
- Drilling mud and cutting disposal
- The specifications will require the contractor to
- Provide sanitary facilities
- Provide sound barriers
- Comply with National Pollutant Discharge Elimination System (NPDES) discharge permit conditions
- Provide necessary permits to drill and construct the well
- Submit copies of the well logs to Sacramento County Environmental Management Division and California Department of Water Resources.

We will combine the technical specifications along with the District's standard Invitation to Bid, General Conditions and Specific Conditions to complete the bidding documents at the Final Draft. We will incorporate District comments and the completed bidding documents for the District's use. We will also provide an engineer's cost estimate for the construction of the new well.

Deliverables: Draft and Final Well Drilling, Construction and Testing Technical Specifications

1.3 Drilling and Well Construction Bid Phase Support

GEI will prepare a list of qualified bidders for the District's consideration in selecting a contractor for production well drilling, construction, and testing. These will be firms that we have worked successfully in the past that have the equipment and experience using reverse rotary drilling methods to the depth chosen.

We will provide assistance during bidding of the well construction. The District will solicit bids for the work and contract directly with the contractor. We will attend the pre-bid meeting, respond to bidder's questions, and prepare any required addenda. All responses will be provided to the District for approval prior to us distributing them to the bidders. We anticipate the District will receive the bids and distribute a copy to us for review. We will provide a letter to the District recommending award of the contract.

Deliverable: Draft and Final Responses to Bidders Questions or Addenda, Letter of Recommendation to Award.

1.4 Drilling and Well Construction Phase Support

GEI will provide construction oversight during the drilling of the borehole, well construction, testing, disinfection, and final acceptance of the well including the following activities:

- Pre-Construction Meeting
- Construction Progress Meetings: We will be available to meet with the District personnel during construction and testing of the well. Because the well construction and testing will last about six weeks, we anticipate there will be about six 30-minute meetings.
- Submittal Review: GEI will review Contractor submittals and provide the District with recommendations to approve, accept with conditions, or reject.
- Pilot Hole Logging: During the drilling of the pilot borehole GEI staff will be on-site to coordinate contractor activities, log the drill cuttings and collect samples of the sediments, confirm the contractor is maintaining drilling fluid properties and observe and interpret the geophysical logging.
- Final Well Design: Upon completion of the pilot hole drilling, geophysical logging and sediment sampling GEI will analyze the information and create a final well design. We will provide a copy to the District for review and approval prior to releasing the final design to the contractor.
- Pilot Hole Reaming: Prior to starting to ream the pilot hole the contractor will order the well construction materials and will coordinate delivery of the materials with completion of the pilot hole drilling. During reaming of borehole, GEI staff will visit the site daily to monitor the contractor's progress and drilling fluid maintenance.
- Well Construction: GEI staff will confirm that the materials used to construct the well comply with the specifications. GEI staff will be on-site continuously for the installation of the well casing and screens, gravel packing of the annular space and placement of concrete sanitary and annular seals. We will prepare the as-built well construction details.
- Well Development: The development of the well is a very important task because it removes drilling fluid and remnants from the annular space between the water-bearing sediments and the well screen. GEI personnel will be on-site during the preliminary development to approve the methods used and to monitor the discharge water quality for discharge of water to the sanitary sewer. Based on the results of the preliminary development, we will recommend whether to install the test pump and continue the development process.
- Test Pumping: After the test pump has been installed, GEI staff will be on-site to approve the methods used and near the end of the pump development process to witness the results at the start-up. GEI personnel will also evaluate the water conditions and approve whether it can be discharged to surface water and to monitor the discharge water quality for NPDES permit compliance.
- We will review the results of the pump development and based on these results recommend the pumping rate for the step-drawdown test. Our staff will be present continuously during the step-drawdown testing.
- GEI will analyze the results of the step-drawdown test and recommend the pumping rate for the long-term pumping test, establishing the production capacity of the well.
- During the long-term pumping test (24 hours), GEI will visit the site to start the test and observe the work procedures. At the completion of the long-term test, we will return to the site to make recovery measurements (a period of about two hours) and then after 24 hours to confirm the aquifer has fully recovered.
- Near the end of the long-term pumping test, water quality samples will be obtained for Title 22 analyses, per DDW District Engineer. GEI will collect the samples and submit the samples deliver the samples to the District's contract laboratory.
- NPDES Monitoring and Reporting: During both the development and test pumping, effluent discharge monitoring will occur. Based on our experience, it is likely the discharge will occur over a two-month period. During our on-site activities we will monitor for volume of water discharged and turbidity as the groundwater will not be chlorinated. Total residual chlorine content will be monitored after pilot hole drilling and well construction as water from the distribution system will be used during these periods, although it is unlikely to be present in the discharge. Monitoring will be performed at the on-site discharge point after any treatment (settling tanks). When GEI staff are not present, District personnel will perform the monitoring. The District will report the discharge monitoring as part of annual report.
- Final Well Inspection: After the completion of aquifer testing and the removal of all equipment from the well, GEI will be on-site to observe the alignment testing and the disinfecting of the well and to document the results. We will analyze the plumbness test for conformance with the specifications and calculate the effective diameter at the pump setting. Upon completion of this work, GEI will witness the video log survey and assess if there has been any damage caused by the contractor's activities.

- Well Disinfection: After the completion of final well inspections the contractor will be required to disinfect the well with chlorine. GEI will be on-site to observe the disinfection procedures. The chlorinated solution will be allowed to remain in the well.
- Contractor Invoice Review: GEI will review contractor invoicing for accuracy and actual units used and provide the District with a recommendation to pay or reject the invoice (with instructions to resolve).
- Well Completion Report: We will summarize the results of the well construction and testing in a Well Completion Report. This report will present the lithologic log of the pilot hole; the geophysical logs; the as-built well construction details; the results of the production, plumbness, and alignment tests; and recommendations for the long-term pumping rate of the well. GEI personnel will then use the report to make any adjustments to the final engineering design for the pumping plant.

Deliverable: Final Well Design, Draft and Final Well Completion Report with as-builts, permits, and other information

Task 2.0—Design of Surface Facilities

The Design of the proposed well surface facilities is intended to result in a clear set of biddable improvement plans for site development, grading, drainage, equipping, piping and mechanical, structural, architectural, instrumentation and controls, and electrical.

2.1 Preliminary Engineering and Field Investigations

Background Data Review

- Prepare a data log for submission to the District and coordinate to obtain required data for surface facility design.
- Review water system record drawings, subsurface and above ground utility maps, District standard specification and details, as well as contract documents for similar District projects.
- Review utility maps and incorporate into a project site base map.

Geotechnical Investigation and Report

- WSC's subconsultant, Geocon, Inc. (Geocon), will conduct site reconnaissance, collect baseline maps, previous reports, drilling logs, and other information that may be available for the site.
- Geocon will visit the site, mark the boring locations and contact Underground Service Alert (USA) to perform utility clearances prior to beginning subsurface exploration.

- Geocon will perform a field exploration program to drill up to three (3) borings. The borings will be located in such a way to provide cross-sectional coverage across each site and will be drilled to depths of between 10 and 20 feet. Borings will be backfilled with soil cuttings.
- Geocon will review results of the field exploration program and assign laboratory tests to help characterize the subsurface conditions. The actual assignments and numbers of tests will be selected based on the results of the field exploration program.
- Geocon will prepare a draft and final version of the Geotechnical Report for the design of well site. The report will be submitted for review in PDF format. The report will include site location, boring locations, boring logs, geotechnical constraints and mitigation alternatives, excavation characteristics, and suitability of onsite material for backfill. Results of the field investigation will also be included. The report will provide opinions and recommendations, data for code-based building design, and recommendations for excavations, trenching, grading, drainage, and site preparation.

Survey and Base Map

WSC will use the survey file prepared by Warren Consulting Engineers for the site topography as background for CAD files. No additional survey is included in the scope of work.

Deliverable: Data Request Log (Excel/PDF), Draft and Final Geotechnical Report (PDF)

2.2 Operations Memorandum

Operation memorandum will be compiled for the project and will include equipment manuals, cut sheets, as-built drawings, and brief narrative.

Deliverable: Draft and Final Operations Memorandum (PDF)

2.3 Basis of Design TM

WSC will prepare a brief Basis of Design Technical Memorandum (BODTM) for the project presenting the preliminary site layout showing the positioning of facilities, site piping, and documentation of basis of design criteria for the well equipping design. The BODTM will include some considerations for current items to include and components to consider for future use of the site as an ASR well.

Deliverable: Draft BODTM (PDF), Final BODTM (PDF)

2.4 Construction Plans and Specifications

Design Plans

WSC will prepare engineering plans and a complete set of construction specifications in CSI format. As requested in the RFP the plans will include:

- Cover Sheet
- Grading and drainage plans (including existing and proposed elevations extending 25 feet beyond the property boundaries)
- Site development plan
- Architectural and Structural plans and details
- Mechanical plans and details
- Electrical plans and details
- Instrumentation and controls (SCADA) integration
- Provisions for treatment
- Treatment facilities (Treatment facility design plans and specifications are not included in the scope of work)

WSC's structural and electrical subconsultant, TJC & Associates (TJCAA), will prepare structural and electrical design plans. Structural design will include buildings, equipment pads, and other structures in accordance with design codes and standards.

TJCAA will also complete the SMUD application and submittal package for District submittal.

WSC will develop the site with an option for screening with fencing/walls and landscaping, reducing the need for a well building that fits within the residential character of the neighborhood. If this option does not provide the necessary site aesthetics, WSC has included Optional Task 1 to design a residential style well building.

Plans will be submitted at the 50%, 95%, and Final design phases.

Technical Specifications

- WSC will prepare a complete set of technical specifications in CSI format for the Ella Way well surface facilities design.
- Specifications will be transmitted at the 50%, 95%, and Final design phases.

Deliverable: 50% Design Plans and Specifications (PDF and Printed), 95% Design Plans and Specifications (PDF and Printed), Final Design Plans and Specifications (PDF and Printed)

2.5 Surface Facilities Bid Phase Support

- WSC will compile and provide to the District a list of qualified contractors for the well equipping.
- Receive questions from bidders and prepare responses in the form of addenda to the contract documents.
- Assumes two (2) addenda will be needed to sufficiently respond to questions.
- WSC will review bid results in comparison and provide the District with written recommendations for awarding the construction contract.

Task 3.0—Surface Facilities Construction Phase Services

3.1 Pre-Construction Meeting

- WSC will attend a pre-construction meeting to review project design. Pre-construction meeting will be two (2) hours in duration, held at the well site, and will be organized by District staff.
- WSC's construction inspector, GEI, will attend the pre-construction meeting.

3.2 Engineering Services During Construction

Submittal Review

- Review submittals related to civil site, mechanical, equipment, electrical, and structural for compliance with the Contract Documents and provide responses to the Contractor.
- Maintain and update a record of submittals, copies of submittals supplied by the contractor and a record of actions taken on submittals for WSC design items.
- The budget is based on responding to 60 total project submittals, including resubmittals.

RFC/RFI Response

Respond to RFCs and RFIs and coordinate with the District's change order process. The budget is based on responding to 25 total RFCs/RFIs. This will include preparation of written clarifications of technical requirements of the drawings and specifications

Change Orders

Review Contract Change Orders and provide written recommendations to the District. The project budget is based on a total of two change orders.

Site Observations

WSC and TJCAA will perform site observations at critical milestones through the construction of the well facilities. Two site observations are assumed for construction.

3.3 Construction Management and Inspection Services

GEI will provide overall construction management services for the successful completion of equipping the well on schedule and within budget. Our assumption is that we can complete these services by being on-site two days per week on average during the facility construction. The following specific tasks will be complete by GEI:

- Attend pre-construction meetings and review the construction schedule.
- Provide owner field inspection services as required by the design specifications.
- Monitor all construction activities and provide a weekly written report.
- Route contractor submittals to design engineer for review and confirm conformance to the design drawings and specifications.
- Review and respond to contractor's RFIs. Route to design engineer for review and consolidate responses as appropriate.
- Issue field memos and respond to requests for clarification as required.
- Review contractor change orders and provide written recommendations to District staff.
- Review contractor progress payment requests and provides recommendations to District staff for payment.
- Assist in resolving conflicts caused by discrepancies in contract documents.
- Assist in start-up and commissioning operations, and attend contractor walkthroughs, final inspections, and testing.

3.4 Record Drawing Development

WSC and TJCAA will prepare Record Drawings documenting the installed well facilities based on contractor and construction inspector redline as-builts. Record drawings will include actual lay lengths of piping, any changes or alterations made during construction, and the location of bends, fittings, and other appurtenances, changed site conditions, equipment differences, and other relevant items.

3.5 Drinking Water Source Assessment Close-Out

WSC will finalize the Drinking Water Source Assessment and submit to DDW on the District's behalf.

Deliverables: Draft and Final Drinking Water Source Assessment

Task 4.0—Design Review Meetings

4.1 50% Design Review Meeting

WSC and TJCAA will prepare for, conduct, and document a 50% design review meeting to include civil, architectural, mechanical, electrical, and instrumentation designs; specifications outline; SMUD application and submittal; and permit status report.

4.2 95% Design Review Meeting

WSC and TJCAA will prepare for, conduct, and document a 95% design review meeting to include all drawings, technical and construction specifications; engineering opinion of the probable construction cost; and preliminary operations plan for the groundwater well.

4.3 Regular Project Status Meetings

WSC's project manager will conduct regular bi-monthly project status meetings for the duration of design contract.

Deliverables: Meetings Agendas and Minutes for the design review meetings. Action Item and Decision Log updates for bi-monthly check in meetings.

Optional Task 1.0—Architectural Design Services

O1.1 Residential Building Architectural Services

WSC's architectural subconsultant, EDEA, will prepare architectural design plans and elevations.

O1.2 Architectural Bidding Support.

WSC's architectural subconsultant, EDEA, will provide bid phase support services to respond to bidder questions and RFIs.

O1.3 Architectural Construction Phase Support.

WSC's architectural subconsultant, EDEA, will provide construction phase services including submittal response, RFI response, change order support, and periodic observations.

Optional Task 2.0—Engineer’s Opinion Of Probable Cost Estimate

O2.1 Project Cost Estimates

An Engineer’s Opinion of Probable Construction Cost estimate will be prepared and submitted for each design deliverable (50%, 95%, and Final). Estimates will be prepared in accordance with AACE standards at a level of detail appropriate to each design stage.

Assumptions

- It is assumed the project duration will be 20 months through design and include 10 months of construction.
- Record drawings will show any utilities in the project area and will prepare utility request letters and coordination with individual utility owners for utilities outside of the site boundaries.
- Bi-weekly progress and check-in conference calls will not occur during weeks where design workshops will be held. An average assumed duration will be 30 minutes.
- Drawings shall be in native AutoCAD 2020 format and per WSC and TJCAA CAD standards.
- Potholing of existing utilities is not included in the scope of design services.
- A total of 39 drawings are anticipated for the plans, including civil, mechanical, structural, and electrical disciplines.
- The District will prepare and provide their standard front-end documents covering bidding procedures and requirements, and general and supplemental conditions of the contract. Specific technical project input will be provided by WSC.

- Electrical service at the site will be new, coordinated with SMUD and include service expansion capability as necessary to support well head treatment and/or ASR functions. Power feed assumed to be 3 phase, 480V.
- Title 24 compliance energy calculations and completion of forms is not included in the scope of work. If required, Title 24 compliance documentation can be provided as an additional service if authorized by the District.
- Provide new provision for portable generator connection. Standby power components shall be rated for full pumping and treatment capacity at the well.
- Normal pump control assumed based on local zone pressure and local programmable automation controller (PAC).
- Incorporate remote monitoring and controls (SCADA) meeting current District standard SCADA and telemetry platforms. Control component details, communication medium, and any District standardized equipment and software shall be provided to TJCAA for incorporation into the design.
- Equipment identification and tagging will be developed to ensure unique equipment identification within the facility following general ISA standards. District has no established equipment tagging standard.
- I&C and Electrical participation in field testing, startup, and commissioning will not be required but can be provided as an additional service.
- Proposal assumes a new Well Building for housing the electrical equipment in standard NEMA 12 enclosures. Note that HVAC for the Electrical Building may be required due to the high ambient summer temperatures and the possibility of a Variable Frequency Drive Operation. HVAC design is not included in the TJCAA scope of work.
- Design will comply with the requirements of the 2019 California Building Code.
- Structural observations are not included in the construction phase services.

EXHIBIT B

Schedule of Charges/Payments

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

Project Costs

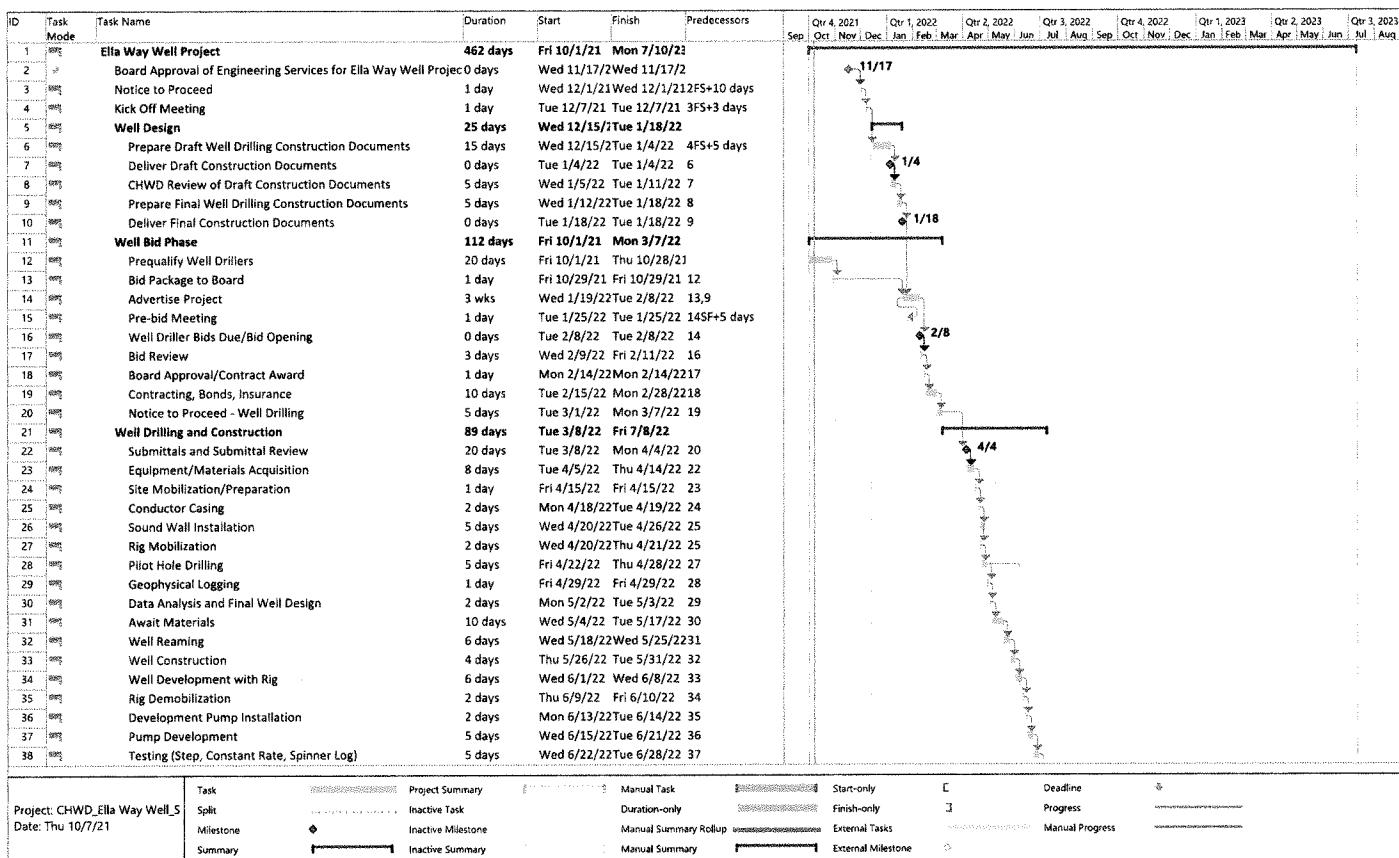
OT 1 Architectural Services															
OT 1.1 Architectural Design Phase		2	4			6	\$ 1,550	\$ 100	\$ 1,650				\$ 41,318	\$ 42,968	
OT 1.2 Architectural Bidding Support						0	\$ -	\$ -	\$ -				\$ 3,630	\$ 3,630	
OT 1.3 Architectural Construction Phase Support						0	\$ -	\$ -	\$ -				\$ 10,527	\$ 10,527	
Architectural Services TOTAL	0	0	2	4	0	0	\$ 1,550	\$ 100	\$ 1,650	\$ -	\$ -	\$ -	\$ 55,475	\$ 57,125	
OT 2 Engineer's Opinion of Probable Cost Estimate															
OT 2.1 Project Cost Estimates			6	16	28		50	\$ 19,670	\$ 400	\$ 11,070					\$ 11,070
Engineer's Opinion of Probable Cost Estimate TOTAL	0	0	6	16	28	0	0	\$ 19,670	\$ 400	\$ 11,070	\$ -	\$ -	\$ -	\$ -	\$ 11,070

EXHIBIT C

Activity Schedule

Project Schedule

Section 1



Project Schedule Continued

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 4, 2021	Qtr 1, 2022	Qtr 2, 2022	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023						
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
39	Normal	Pump Removal	1 day	Wed 6/29/22	Wed 6/29/22	238														
40	Normal	Brush and Bail	1 day	Thu 6/30/22	Thu 6/30/22	39														
41	Normal	Video Log	1 day	Fri 7/1/22	Fri 7/1/22	40														
42	Normal	Alignment/Gyro Test	1 day	Mon 7/4/22	Mon 7/4/22	41														
43	Normal	Disinfection/BacT Sampling	2 days	Tue 7/5/22	Wed 7/6/22	42														
44	Normal	Demobilization	2 days	Thu 7/7/22	Fri 7/8/22	43														
45	Normal	Well Equipping and Facilities Design	179 days	Wed 12/8/21	Mon 8/15/22															
46	Normal	Data Review	3 days	Wed 12/8/21	Fri 12/10/21	4														
47	Normal	Geotechnical Investigation (field and lab)	2 wks	Mon 12/13/21	Fri 12/24/21	46														
48	Normal	Draft Geotechnical Report	5 days	Mon 12/27/21	Fri 12/31/21	47														
49	Normal	WSC-CHWD Review Geotech Report	2 days	Mon 1/3/22	Tue 1/4/22	48														
50	Normal	Fine Geotechnical Report	2 days	Wed 1/5/22	Thu 1/6/22	49														
51	Normal	Draft Basis of Design TM/Design Confirmation	20 days	Wed 12/8/21	Tue 1/4/22	4														
52	Normal	CHWD Review of Draft BODTM	5 days	Wed 1/5/22	Tue 1/11/22	51														
53	Normal	Design Confirmation Review Meeting	1 day	Wed 1/12/22	Wed 1/12/22	252														
54	Normal	Final BODTM	5 days	Thu 1/13/22	Wed 1/19/22	253														
55	Normal	Prepare 50% Well Equipping Construction Documents	50 days	Fri 3/18/22	Thu 5/26/22	285F+20 days,51														
56	Normal	Deliver 50% Construction Documents	0 days	Thu 5/26/22	Thu 5/26/22	55														
57	Normal	CHWD Review of 50% Construction Documents	10 days	Fri 5/27/22	Thu 6/9/22	56														
58	Normal	50% Design Review Meeting	1 day	Fri 6/10/22	Fri 6/10/22	57														
59	Normal	Prepare 95% Well Equipping Construction Documents	30 days	Mon 6/13/22	Fri 7/22/22	58														
60	Normal	Deliver 95% Construction Documents	0 days	Fri 7/22/22	Fri 7/22/22	59														
61	Normal	CHWD Review of 95% Construction Documents	10 days	Mon 7/25/22	Fri 8/5/22	60														
62	Normal	95% Design Review Meeting	1 day	Mon 8/8/22	Mon 8/8/22	61														
63	Normal	Prepare Final Well Equipping Construction Documents	5 days	Tue 8/9/22	Mon 8/15/22	62														
64	Normal	Deliver Final Construction Documents	0 days	Mon 8/15/22	Mon 8/15/22	63														
65	Normal	Well Equipping and Facilities Bid Phase	61 days	Mon 7/25/22	Mon 10/17/22															
66	Normal	Contractor Outreach and Notification	10 days	Mon 7/25/22	Fri 8/5/22	60														
67	Normal	Bid Package to Board	1 day	Tue 8/16/22	Tue 8/16/22	64,66														
68	Normal	Advertise Project	5 wks	Wed 8/17/22	Tue 9/20/22	67														
69	Normal	Pre-bid Meeting	1 day	Wed 8/17/22	Wed 8/17/22	65855														
70	Normal	Contractor Bids Due/Bid Opening	0 days	Tue 9/20/22	Tue 9/20/22	68														
71	Normal	Bid Review	3 days	Wed 9/21/22	Fri 9/23/22	70														
72	Normal	Board Approval/Contract Award	1 day	Mon 9/26/22	Mon 9/26/22	271														
73	Normal	Contracting, Bonds, Insurance	10 days	Tue 9/27/22	Mon 10/10/22	72														
74	Normal	Notice to Proceed - Well Equipping and Facilities	5 days	Tue 10/11/22	Mon 10/17/22	73														
75	Normal	Well Equipping and Facilities Construction	190 days	Tue 10/18/22	Mon 7/10/23															
76	Normal	Submittals and Submittal Review	20 days	Tue 10/18/22	Mon 11/14/22															

Project: CHWD_Ella Way Well_S	Task	Project Summary	Manual Task	Start-only	Deadline
Date: Thu 10/7/21	Split	Inactive Task	Duration-only	3	Progress
	Milestone Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
		Inactive Summary	Manual Summary	External Milestone	

Project Schedule Continued

Section 1

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Sep	Qtr 4, 2021	Qtr 1, 2022	Qtr 2, 2022	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023																
								Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
77	Normal	Mobilization/Site Preparation	5 days	Tue 11/15/22	Mon 11/21/22																										
78	Normal	Clearing, Grubbing, and Grading	10 days	Tue 11/22/22	Mon 12/5/22																										
79	Normal	Trench and Install Water Piping	7 days	Tue 12/6/22	Wed 12/14/22																										
80	Normal	Trench and Install Storm/Sewer	7 days	Tue 12/6/22	Wed 12/14/22																										
81	Normal	Conduit Install	15 days	Tue 12/6/22	Mon 12/26/22																										
82	Normal	Form and Pour Pads and Foundation	20 days	Tue 12/27/22	Mon 1/23/23	77																									
83	Normal	Building Construction	50 days	Tue 1/24/23	Mon 4/3/23	82																									
84	Normal	Interior Mechanical	20 days	Tue 4/4/23	Mon 5/1/23	83																									
85	Normal	Electrical and MCC Panels	10 days	Tue 4/4/23	Mon 4/17/23	83																									
86	Normal	Treatment and Equipment Install	15 days	Tue 4/4/23	Mon 4/24/23	83																									
87	Normal	Wiring and Electrical Top Out	15 days	Tue 4/25/23	Mon 5/15/23	86																									
88	Normal	Down Well Mechanical and Pump Install	5 days	Tue 5/16/23	Mon 5/22/23	87																									
89	Normal	Perimeter Fencing Install	10 days	Tue 5/23/23	Mon 6/5/23	88																									
90	Normal	Final Grading and Paving	5 days	Tue 6/6/23	Mon 6/12/23	89																									
91	Normal	Electrical Testing, Start-up, and Commissioning	15 days	Tue 6/13/23	Mon 7/3/23	90																									
92	Normal	Final Verification, Demobilization	5 days	Tue 7/4/23	Mon 7/10/23	91																									

Project: CHWD_Ella Way Well S	Task	Project Summary	Manual Task	Start-only	Deadline
Date: Thu 10/7/21	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	Manual Progress

ATTACHMENT 3
Prior Amendments

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITRUS HEIGHTS WATER DISTRICT
AND
WATER SYSTEMS CONSULTING, INC.**

1. Parties and Date.

This Amendment No.1 to the Professional Services Agreement is made and entered into as of this April 17, 2023, by and between the Citrus Heights Water District (“District”) and Water Systems Consulting, Inc. (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 **Consultant.** The District and Consultant have entered into an agreement entitled “Citrus Heights Water District Professional Services Agreement - Ella Way Well Project, dated November 18, 2021, (Agreement”) for the purpose of retaining the services of Consultant to provide engineering services (“Project”).

2.2 **Amendment Purpose.** The District and Consultant desire to amend the Agreement due to changes in the scope, fee, and schedule.

2.3 **Amendment Authority.** This Amendment No.1 is authorized pursuant to Section 23 of the Agreement.

3. Terms.

3.1 **Amendment.**

See “Exhibit 1”.

3.2 **Continuing Effect of Agreement.** Except as amended by this Amendment No.1 all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1 whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.3 **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

3.4 **Severability.** If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall

continue in full force and effect.

CITRUS HEIGHTS WATER DISTRICT

Approved By:



Hilary M. Straus
General Manager

4/17/2023

Date

Water Systems Consulting, Inc.



Signature
Jeff Lawrence

Name
Vice President

Title
4/18/2023

Date

**CITRUS HEIGHTS
WATER DISTRICT**

Brian Hensley
Water Resources Supervisor
6230 Sylvan Road
Citrus Heights, CA 95610

WSC Folsom

2330 East Bidwell, Suite 110
Folsom, CA 95630

Dear Mr. Hensley,

Citrus Heights Water District (CHWD) contracted with Water Systems Consulting (WSC) for design, bidding and construction services for Ella Way Well. Since the inception of the project, the project has undergone the following changes:

1. Down well contractors were attempted to be prequalified. No bidders responded to this prequalification solicitation.
2. Down well bidding documents received no bids in two solicitation attempts. Direct negotiations with a driller was required to get the well installed.
3. Additional surveying was required to adequately capture onsite conditions.
4. The well building architectural scope was able to be reduced based on the site layout design.
5. Items 1 and 2, alongside driller schedules in negotiations delayed the project schedule by approximately 12 months from the originally anticipated project schedule.
6. To expedite the project schedule, it was decided to prepurchase the long lead electrical items.

As we have discussed, these changes have resulted in shifts to the project scope and fee. The attached Amendment 1 documents the scope, fee, and schedule changes associated with the above items. If you have any questions regarding the contents of this amendment, please contact Jeff Lawrence or Rob Natoli.

Sincerely,

Water Systems Consulting, Inc.

A handwritten signature in black ink that reads "Jeff Lawrence".

Jeff Lawrence, PE
Vice President, Project Manager

Amendment 1 – Scope Updates

The following paragraphs document scope changes for each of the existing project tasks.

Task 1.0 – Well Drilling

Task 1.0 scope additions include services for the following items:

- Down well contractors prequalification. Downwell prequalification package was developed to prequalify bidders. Outreach was made to several potential bidders in an attempt to solicit bids.
- Down well bidding documents received were issued in two solicitation attempts.
- After receipt of no bids for the well construction, WSC and GEI performed negotiations and coordination work directly with a driller. Resolicitation and direct driller coordination extended the schedule and level of effort for this work.

Task 2.0 – Design of Surface Facilities

Task 2.0 scope additions include design team services for the following items:

- Development of a Electrical prepurchase package for long lead item equipment for supplier proposals and CHWD precurchase of electrical equipment to expedite the schedule. Added scope includes coordination with electrical suppliers, review of supplier packages and input on the recommended electrical supplier for prepurchase equipment.
- Additional project management, coordination, invoices, progress reports, and administration associated with the delays to the project schedule. Updates to project schedules and coordination with the drillers on the project schedule.

Task 5.0 – Design of Surface Facilities

Task 5.0 scope changes include design team the following items:

- Additional field survey, surveyor direction and coordination
- Reduction in Architectural Services to provide architectural code review, details and specifications for the CMU block well building. Optional special treatments for architectural treatments to the building and screening walls has been removed from the scope of work.

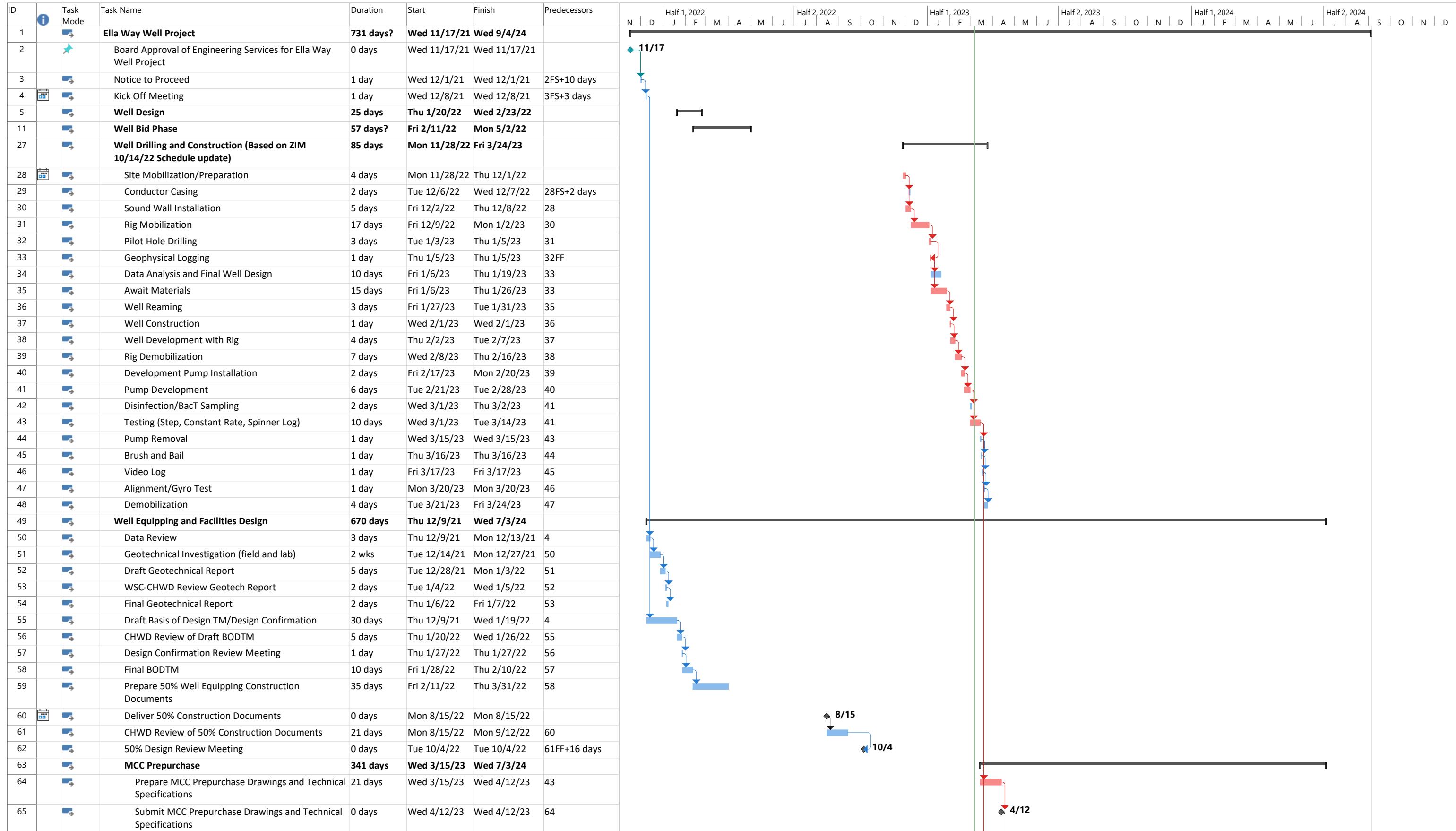
Amendment 1 – Fee Estimate Updates

Based on the updates listed above to the scope of work, the following fee adjustments are associated with the Amendment No. 1. The overall fee increase for the project is \$10,035.

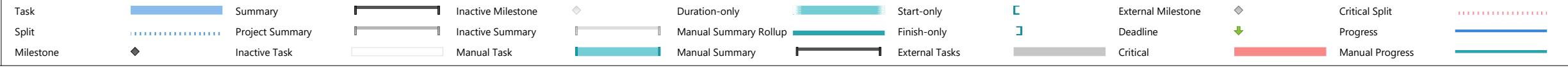
Project Task	Fee Adjustments
Task 1.0 – Well Drilling	+ \$18,650
Task 2.0 – Design of Surface Facilities	+ \$31,732
Task 3.0 – Surface Facilities Construction Phase Support	--
Task 4.0 – Design Review Meetings	--
Task 5.0 – Architectural Services	- \$37,687
Task 6.0 – Cost Estimates	--
Total Fee Change	+ \$12,695

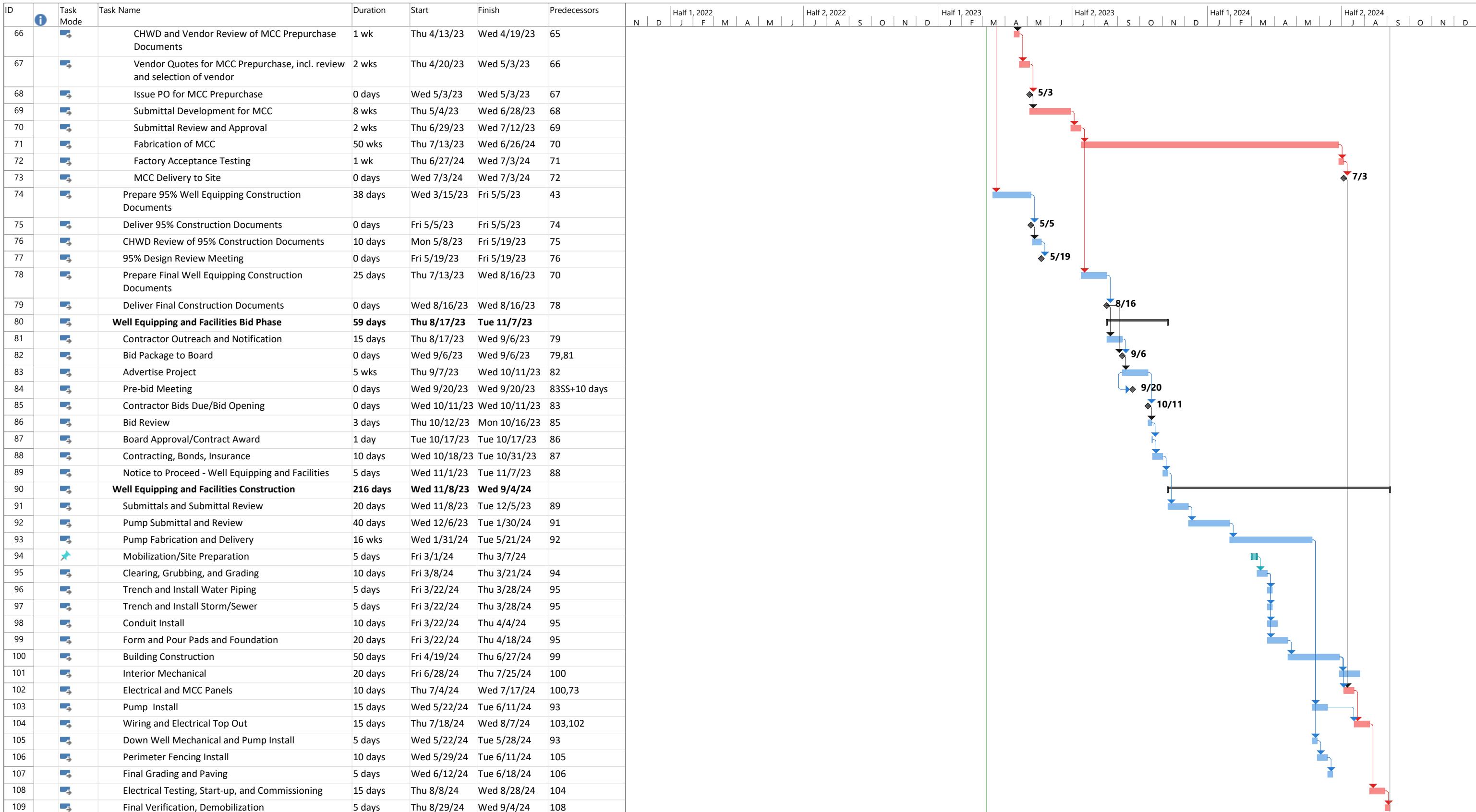
Amendment 1 – Updated Schedule

The updated project schedule through construction is attached as the following page of this Project Amendment.

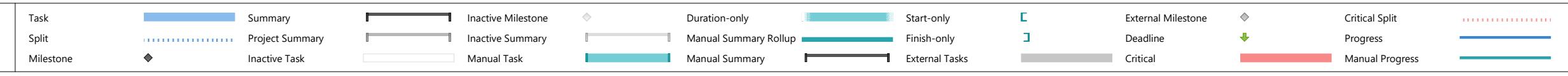


Project: Ella Way Well Project Schedule through Construction
Date: Tue 3/7/23





Project: Ella Way Well Project Schedule through Construction
Date: Tue 3/7/23



**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITRUS HEIGHTS WATER DISTRICT
AND
WATER SYSTEMS CONSULTING, INC.**

1. Parties and Date.

This Amendment No.2 to the Professional Services Agreement is made and entered into as of this July 24, 2024, by and between the Citrus Heights Water District (“District”) and Water Systems Consulting, Inc. (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 **Consultant.** The District and Consultant have entered into an agreement entitled “Citrus Heights Water District Professional Services Agreement Ella Way Well Project, dated November 18, 2021, (Agreement”) for the purpose of retaining the services of Consultant to provide engineering services (“Project”).

2.2 **Amendment Purpose.** The District and Consultant desire to amend the Agreement to changes to the scope, fee, and schedule.

2.3 **Amendment Authority.** This Amendment No.2 is authorized pursuant to Section 23 of the Agreement.

3. Terms.

3.1 **Amendment.**

See “Exhibit 1”.

3.2 **Continuing Effect of Agreement.** Except as amended by this Amendment No.2 all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2 whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.2.

3.3 **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.2.

3.4 **Severability.** If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall

continue in full force and effect.

CITRUS HEIGHTS WATER DISTRICT

Approved By:

Hilary M. Straus
General Manager

Date

Water Systems Consulting, Inc.

Signature

Name

Title

Date



**CITRUS HEIGHTS
WATER DISTRICT**

Brian Hensley
Water Resources Supervisor
6230 Sylvan Road
Citrus Heights, CA 95610

WSC Folsom

2330 East Bidwell, Suite 110
Folsom, CA 95630

Dear Mr. Hensley,

Citrus Heights Water District (CHWD) contracted with Water Systems Consulting (WSC) for design, bidding and construction services for Ella Way Well. An amendment to the scope and budget was submitted on March 9, 2023 (Amendment 1). WSC is submitting a second amendment to the project scope and fee for the following changes:

1. SCADA Revisions to Electrical Design
2. Project Permitting Coordination
3. Landscape Design Services
4. Additional Comments Received from CHWD
5. Additional Project Duration
6. Grant Assistance

As we have discussed, these project changes have resulted in increases to the project scope and fee. The attached Amendment 2 documents the scope and fee changes associated with the above items. If you have any questions regarding the contents of this amendment, please reach out to myself or Peter Kvam.

Sincerely,

Water Systems Consulting, Inc.

A handwritten signature in blue ink that reads "Rob Natoli".

Rob Natoli, PE
Vice President

Amendment 2 – Scope Updates

The following paragraphs document scope changes for each of the existing project tasks.

Task 2.0 Design of Surface Facilities

SCADA Revisions to the Electrical Design

- Revisions to electrical design based on CHWD instruction to no longer sole source the process control systems from Data Flow Systems.
- Coordination meetings with TJC and CHWD regarding the scope change and project amendment amount.

Permitting Coordination

- Drawing set review and coordination with the City of Citrus Heights. Revisions to design included addition of a Citrus Heights notes page, preparation of stormdrain flow calculations, and two rounds of drawing markups and revisions.
- Drawing set review and coordination with Sac Metro Fire District. Revisions to the design included comment review and discussion with CHWD, addition of fire lanes to the civil drawings, addition of Sac Metro standard notes, and other minor updates.
- Drawing set review and coordination with Sacramento Area Sewer District. Services included coordination on the SIPS number, addition of Sacramento Area Sewer District notes, inclusion of new sewer pipe details, and two rounds drawing markups and revisions.

Landscape Design Services

- Provision of landscape design services including updating sheets and specifications to include planting information, additional irrigation piping information, and an irrigation controller.
- WSC will coordinate with a Landscape Architect (the HLA group) to ensure landscape details are not in conflict with California ordinance.

Additional Comments Received from CHWD

- Drawing and specification updates immediately before and after WSC completed the issued for bid documents. Comments included a design change to the western gate and fencing, updates to the water manifold detail, addition to the mechanical section keynotes, and other minor changes.

Project Duration

- The project scope assumed a duration of 20 months through well construction and design. The project kick off meeting was in December 2021 and has extended the design phase of work by 9 months beyond the assumed duration. Additional scope includes preparation of monthly status reports, invoicing and coordination.

Task 3.0 – Surface Facilities Construction Phase Support

Grant Assistance

- Similar to the Highland Ave well scope, WSC was requested to add of scope to support CHWD with Grant Administration and reporting requirements during construction. WSC has begun review of the preliminary grant requirements, and coordinated with CHWD on specific clauses.
- WSC will review final grant agreements and develop reporting forms as required.
- WSC will track invoices and eligible expenses.
- WSC will prepare up to five progress reports summarizing construction activities and expenditures as required by grant agreements.

Amendment 2 – Fee Estimate Updates

Based on the updates listed above to the scope of work, the following fee adjustments are associated with the Amendment No. 2. The overall fee increase for the project is \$55,115.

Project Task	Fee Adjustments
Task 1.0 – Well Drilling	--
Task 2.0 – SCADA Revisions, Permitting Coordination, Landscape Design, Additional Client Comments, Project Duration Extension	+ \$27,175
Task 3.0 – Surface Facilities Construction Phase Support	+ \$27,940
Task 4.0 – Design Review Meetings	--
Task 5.0 – Architectural Services	--
Task 6.0 – Cost Estimates	--
Total Fee Change	+ \$55,115

Task No. Task Description	QC	Project Manager	Project Engineer	Grant Assistance	CAD Technician	Administration	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	TJC	GEI	HLA	ALL FIRMS
	Jeffery Lawrence	Robert Natoli	Peter Kvam	Justin Sutton	Paul D'Santi	Roxanne Collins					Labor Fee	Labor Fee	Labor Fee	Total Fee
<i>Billing rates, \$/hr</i>	\$320	\$245	\$200	\$200	\$160	\$135								
2 Design of Surface Facilities														
2.1 SCADA Revisions to Electrical Design	2		4			2	8	\$ 1,710	\$ -	\$ 1,710	\$ 6,300			\$ 8,010
2.2 Permitting Coordination	4		16		16		36	\$ 7,040	\$ -	\$ 7,040				\$ 7,040
2.3 Landscape Design		2	8		4	2	16	\$ 3,000	\$ -	\$ 3,000			\$ 2,100	\$ 5,100
2.4 Client Comments after Issue for Bid		2	8		6		16	\$ 3,050	\$ -	\$ 3,050				\$ 3,050
2.5 Project Duration Extension	3		9			9	21	\$ 3,975	\$ -	\$ 3,975				\$ 3,975
SUBTOTAL	9	4	45	0	26	13	97	\$ 18,775	\$ -	\$ 18,775	\$ 6,300	\$ -	\$ 2,100	\$ 27,175
3 Subsurface Facilities Construction Phase Services														
3.1 Grant Administration		2	54	36			92	\$ 18,490	\$ -	\$ 18,490		\$ 9,450		\$ 27,940
SUBTOTAL	0	2	54	36	0	0	92	\$ 18,490	\$ -	\$ 18,490	\$ -	\$ 9,450	\$ -	\$ 27,940
COLUMN TOTALS	9	6	99	36	26	13	189	\$ 37,265	\$ -	\$ 37,265	\$ 6,300	\$ 9,450	\$ 2,100	\$ 55,115

10% mark-up on direct expenses; 5% mark-up for sub-contracted services

Standard mileage rate \$0.625 per mile (or current Federal Mileage Reimbursement Rate)

Rates are subject to revision as of January 1 each year.

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITRUS HEIGHTS WATER DISTRICT
AND
WATER SYSTEMS CONSULTING, INC.**

1. Parties and Date.

This Amendment No. 3 to the Professional Services Agreement is made and entered into as of this April 23, 2024, by and between the Citrus Heights Water District (“District”) and Water Systems Consulting, Inc. (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 **Consultant.** The District and Consultant have entered into an agreement entitled “Citrus Heights Water District Professional Services Agreement Ella Way Well Project, dated November 18, 2021, (Agreement”) for the purpose of retaining the services of Consultant to provide engineering services (“Project”).

2.2 **Amendment Purpose.** The District and Consultant desire to amend the Agreement to changes to the scope, fee, and schedule.

2.3 **Amendment Authority.** This Amendment No. 3 is authorized pursuant to Section 23 of the Agreement.

3. Terms.

3.1 **Amendment.**

See “Exhibit 1”.

3.2 **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3 all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3 whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

3.3 **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.4 **Severability.** If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall

continue in full force and effect.

CITRUS HEIGHTS WATER DISTRICT

Approved By:



Hilary M. Straus
General Manager

4/23/2025

Date

Water Systems Consulting, Inc.

Signature

Name

Title

Date

**CITRUS HEIGHTS
WATER DISTRICT**

Brian Hensley
Water Resources Supervisor
6230 Sylvan Road
Citrus Heights, CA 95610

WSC Folsom

1150 Iron Point Rd, Suite 125
Folsom, CA 95630

Dear Mr. Hensley,

Citrus Heights Water District (CHWD) contracted with Water Systems Consulting (WSC) for design, bidding and construction services for Ella Way Well. Amendments to the scope and budget were submitted on March 9, 2023 (Amendment 1) and on August 23, 2024 (Amendment 2). WSC is submitting a third amendment to the project scope and fee for the following items:

1. Additional assistance provided during a the second Bidding of the Equipping Construction not included in the original scope by WSC and Subconsultant TJC.
2. Due to the project execution extending beyond the original schedule, WSC and Subconsultants (GEI and TJC) have experienced increases in labor costs for ESDC tasks.

Attachments to this Amendment request document the scope and fee changes associated with the above items. If you have any questions regarding the contents of this amendment, please reach out to myself or Peter Kvam.

Sincerely,

Water Systems Consulting, Inc.

A handwritten signature in black ink that reads "Jeff Lawrence".

Jeff Lawrence, PE
PIC

A handwritten signature in black ink that reads "Peter Kvam".

Peter Kvam, PE
PM

Amendment 3 – Scope Updates

Task 3.0 – Surface Facilities Construction Phase Support

Second Project Bidding

- The Ella Way Well Project construction was initially bid in September 2024. The project was then rebid in November 2024 due largely in part to price discrepancies between the engineer's estimate and bid amounts received by the two project bidders (Dutch Contracting and Preston Pipelines). A second project bidding was not included in the original scope by WSC or our Subconsultants.
- WSC, and our electrical and structural subconsultant TJC, provided additional services for the rebid effort including:
 - Contractor advertisement and follow-up with various Contractors.
 - Attendance of the pre-bid meeting.
 - Preparation of a second set of Issue for Bid drawings. These drawings included addendum changes from the first Issue for Bid.
 - Coordination on questions during the rebid, and assistance with the preparing of Addendum #1.

Project Extended Duration

The original contract project schedule had a total assumed duration of 30 months starting November 2021, including 20 months for a completed design and 10 months of top-side construction. Per the schedule construction was to span between October 2022 through July 2023. In reality, construction started in February 2025 approximately 2.5 years after the planned start date.

Several items leading to scheduling setbacks, have been outside WSC control including, but not limited to:

- A lack of response on the initial well bid
- Project delays due in part to Equipment Prepurchase
- Project delays due to EPA grant approval and coordination
- Project delays due to a second construction bid

Due to the delayed construction start date, billing rates for all staff associated with the project have increased, due to inflation. WSC and subconsultants TJC and GEI are requesting an amendment to offset the higher billing rates. See below for the updated fee table reflecting these increases.

Amendment 3 – Fee Estimate Updates

Based on the updates to the scope of work listed above and increased billing rates, WSC is requesting the following budget increase.

Project Task	Fee Adjustments
Task 1.0 – Well Drilling	--
Task 2.0 – SCADA Revisions, Permitting Coordination, Landscape Design, Additional Client Comments, Project Duration Extension	--
Task 3.0 – Surface Facilities Construction Phase Support	+ \$43,670
Task 4.0 – Design Review Meetings	--
Task 5.0 – Architectural Services	--
Task 6.0 – Cost Estimates	--
Total Fee Change	+ \$43,670

Task No.	Task Description	QC	Project Engineer	CAD Technician	Administration	WSC				TJC	GEI	ALL FIRMS
						WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee			
		Jeffery Lawrence	Peter Kvam	Mary Harrington	Roxanne Collins							
	<i>Billing rates, \$/hr</i>	\$320	\$200	\$160	\$135							
3	Subsurface Facilities Construction Phase Services											
3.1	Bid Assistance during Rebid	2	24	13	2	41	\$ 7,790	\$ -	\$ 7,790	\$ 2,363		\$ 10,153
3.2	Project Inflation due to Schedule Extension					0	\$ -	\$ 5,117	\$ 5,117	\$ 3,833	\$ 24,568	\$ 33,517
	SUBTOTAL	2	24	13	2	41	\$ 7,790	\$ 5,117	\$ 12,907	\$ 6,195	\$ 24,568	\$ 43,670
	COLUMN TOTALS	2	24	13	2	41	\$ 7,790	\$ 5,117	\$ 12,907	\$ 6,195	\$ 24,568	\$ 43,670

5% mark-up for sub-contracted services

Standard mileage rate \$0.70 per mile (or current Federal Mileage Reimbursement Rate)

Rates are subject to revision as of January 1 each year.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	AB1572 Regulatory Update
Status:	Information item
Report Date:	January 22, 2026
Prepared By:	Brittney Moore, Administrative Services Manager

OBJECTIVE:

Staff will provide an update on California Assembly Bill (AB) 1572: Potable water: nonfunctional turf.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	2025 Strategic Plan Update and 2026 Strategic Plan Preview
Status:	Action Item
Report Date:	January 20, 2026
Prepared By:	Brittney Moore, Administrative Services Manager/Chief Board Clerk

OBJECTIVE:

Staff will provide an update to the 2025 Strategic Plan and a preview of the 2026 Strategic Plan.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 27, 2026 REGULAR MEETING

Subject:	DISCUSSION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT WITH LAFLEUR ENGINEERING, INC. FOR THE GREENBACK LANE - BIRDCAGE STREET TO BURICH AVENUE WATER MAIN PROJECT
Status:	Action Item
Report Date:	January 15, 2026
Prepared By:	Tamar Dawson, Assistant Engineer Missy Pieri, Director of Engineering/District Engineer

OBJECTIVE:

Consider acceptance of a bid from LaFleur Engineering, Inc. to install a 12-inch water main and appurtenances along Greenback Lane as part of Citrus Heights Water District's (CHWD) annual water main replacement program.

BACKGROUND AND ANALYSIS:

The Greenback Ln - Birdcage to Burich Water Main Project (Project) will replace two large sections of aging (installed in 1960) 12-inch steel water main that both have a history of leaks. The Project will also change the alignment of the new water 12-inch water main from beneath the sidewalk and business frontages to the roadway which will provide easier future access if necessary. The priority level of the Project was elevated due to the plans of the City of Citrus Heights (City) to repave this section of roadway later in 2026. Completion of the Project prior to the City's repaving will save CHWD significant pavement restoration costs. This Project appears in the 2026 Capital Projects Budget as the Greenback Lane from Birdcage to Burich Water Main Project (C25-101) and was identified using in-house leak history, the risk assessment model created as part of the Project 2030 Study, and coordination with the City paving plan schedule.

The District received four (4) sealed proposals on January 15, 2026, at which time proposals were opened and read publicly. Bids received are as follows:

1.	LaFleur Engineering, Inc.	\$ 987,337.00
2.	Doug Veerkamp General Engineering, Inc.	\$1,090,499.00
3.	Lund Construction Co.	\$1,154,626.25
4.	Flowline Contractors, Inc.	\$1,340,785.00

The lowest responsive bid received was from LaFleur Engineering, Inc., Roseville, Ca. at \$987,337.00 as noted above. This bid was approximately 3.1% above the revised estimated construction cost of \$957,311.00. Staff reviewed the itemized bid costs and determined that the

majority of the difference between the estimate and the received bid is due primarily to this project being in a major arterial roadway which increased the cost of traffic control.

Although the bid was more than the estimated construction cost, there is budget in the District's 2026 Capital Expenditures specifically designated for this project. Staff recommends acceptance of the lowest responsive bid.

RECOMMENDATION:

Accept the bid of LaFleur Engineering, Inc. in the amount of \$987,337.00 and establish a contingency fund in the amount of \$98,733.70 (10%), for a total amount of \$1,086,070.70.; and Authorize the General Manager to execute an agreement with LaFleur Engineering, Inc.

ATTACHMENT:

Greenback Ln – Birdcage to Burich Water Main Project Construction Agreement

ACTION:

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

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**GREENBACK LN –
BIRDCAGE ST TO
BURICH AVE
WATER MAIN PROJECT**

**SPECIFICATIONS FOR
PROJECT NO. C25-101**



CONSTRUCTION
AGREEMENT



**C I T R U S
H E I G H T S
W A T E R
D I S T R I C T**

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 **Greenback Ln – Birdcage St to Burich Ave Water Main Project** no later than **Thursday, January 15, 2026, at 2:00 PM**, at the Administrative Office of Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610, at which time said bids will be read aloud. The District will not accept late bids. Bids shall be valid for 60 calendar days after the bid opening date.

The Project must be completed within **77 calendar days (55 working days)**, beginning ten (10) calendar days after the date on which the notice to proceed ("Notice to Proceed") is sent by the District to the contractor that is awarded a bid for this Project ("Contractor").

The Project consists of all Work described in the Contract Documents and generally consists of furnishing of all labor, materials, tax, equipment and services for the construction and completion of the following work all within the **roadway of Greenback Lane and portions of the intersections at Birdcage Street and at Burich Avenue**, within the City of Citrus Heights and in the County of Sacramento. The work to be completed includes, but is not limited to, installing **1405 linear feet of 12-inch water main, 45 linear feet of 10-inch water main, 39 linear feet of 8-inch water main, 28 linear feet of 6-inch water main, fourteen (14) 12-inch gate valves, two (2) 10-inch gate valves, three (3) 8-inch gate valves, one (1) 6-inch gate valves, one (1) steamer fire hydrant, one (1) 1" air/vacuum valve – below ground, and two (2) 1-inch water services with curb stops.**

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 Crisp Imaging (CRISP) website at <https://www.crispplanroom.com/> under heading of Recent Jobs Posted. Citrus Heights Water District will be using CRISP 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 CRISP 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

SECTION 00100
NOTICE INVITING BIDS

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

Bids will be read aloud. However, bid results are automatically made public by 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 95610 on the following date and time: **Monday, December 22, 2025, at 9:00 AM**. Each and every Bidder MUST attend the Pre-Bid Conference. Bids WILL NOT be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference.

The last day to submit written questions is **Monday, December 29, 2025, before 5:00 PM**. Submission shall be sent via e-mail to Tamar Dawson at tdawson@chwd.org. An e-mail will be created to address all questions and sent to all attendees of the Mandatory Pre-Bid Conference via email by end-of-day **Tuesday, December 30, 2025**.

The District's preliminary cost estimate for this Project is **\$954,900.00**.

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

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

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

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

SECTION 00100
NOTICE INVITING BIDS

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.

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

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

**SECTION 00100
NOTICE INVITING BIDS**

of the District. The District also reserves the right to waive any informality in any proposal or bid.

For further information, contact Tamar Dawson at 916-735-7732 or via e-mail [\(tdawson@chwd.org\)](mailto:tdawson@chwd.org).

END OF 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:

Tamar Dawson
Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, CA 95610
e-mail: tdawson@chwd.org

and received no later than **Monday, December 29, 2025, before 5:00 PM.**

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

SECTION 00200
INSTRUCTIONS TO BIDDERS

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

9. DESIGNATION OF SUBCONTRACTORS

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

10. LICENSING REQUIREMENTS

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

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

11. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE

The District is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

SECTION 00200
INSTRUCTIONS TO BIDDERS

12. SIGNING OF BIDS

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

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

13. 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.

14. 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.**

15. DELIVERY AND OPENING OF BIDS

Bids will be received by the District up to the date and time shown in the Notice Inviting

SECTION 00200
INSTRUCTIONS TO BIDDERS

SECTION 00200
INSTRUCTIONS TO BIDDERS

Bids. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

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

16. 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.

17. 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.

18. 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.

19. INSURANCE REQUIREMENTS

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

20. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and

SECTION 00200
INSTRUCTIONS TO BIDDERS

SECTION 00200
INSTRUCTIONS TO BIDDERS

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.

21. 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

SECTION 00200
INSTRUCTIONS TO BIDDERS

further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

22. WORKERS COMPENSATION

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

23. RETENTION AND SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. Unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), the District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

24. PREVAILING WAGES

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

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

25. 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.

**SECTION 00200
INSTRUCTIONS TO BIDDERS**

26. 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.

27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

28. 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.**

29. 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.

30. 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: LAFLEUR 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:

**GREENBACK LANE – BIRDCAGE ST TO BURICH AVE
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	74,197.00	74,197.00
2	Sheeting, shoring and bracing. (1% Max. of total)	1	Lump Sum	9,407.00	9,407.00
3	Traffic control plan and implementation. (5% Max. of total)	1	Lump Sum	55,616.00	55,616.00
4	Storm water pollution prevention implementation. (1% Max. of total)	1	Lump Sum	8,461.00	8,461.00
5	Install 12" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main.	1405	Lineal Feet	271.00	380,755.00
6	Install 10" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main.	45	Lineal Feet	225.00	10,125.00
7	Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main.	39	Lineal Feet	224.00	8,736.00
8	Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main.	28	Lineal Feet	193.00	5,404.00
9	12" connection to existing 24" water main.	1	Each	20,765.00	20,765.00

SECTION 00400

BID FORM

SECTION 00400
BID FORM

Bid Item	Description	Quantity	Units	Unit Cost	Price
10	12" connection to existing 12" water main.	4	Each	7,720.00	30,912.00
11	12" connection to existing 10" water main.	2	Each	7,711.00	15,422.00
12	12" connection to existing 8" water main.	2	Each	7,491.00	14,982.00
13	8" connection to existing 8" water main.	1	Each	8,120.00	8,120.00
14	Install 12" resilient wedge gate valve.	14	Each	6,183.00	86,562.00
15	Install 10" resilient wedge gate valve.	2	Each	5,232.00	10,464.00
16	Install 8" resilient wedge gate valve.	3	Each	4,045.00	12,135.00
17	Install 6" resilient wedge gate valve.	1	Each	3,307.00	3,307.00
18	Install dry barrel steamer fire hydrant.	1	Each	11,889.00	11,889.00
19	Install 2" blow-off valve (temporary).	2	Each	6,155.00	12,310.00
20	Install 1" air/vacuum valve – below ground.	1	Each	7,232.00	7,232.00
21	Install 1" water service with curb stop.	2	Each	3,520.00	7,040.00
22	Remove existing steamer fire hydrant.	1	Each	2,618.00	2,618.00
23	Remove existing tee and valve(s).	5	Each	2,441.00	12,205.00
24	Remove existing gate valve.	2	Each	2,618.00	5,236.00
25	Remove existing valve box and riser.	2	Each	610.00	1,220.00
26	Remove existing traffic loop.	1	Each	3,827.00	3,827.00
27	8" Asphaltic Concrete (AC) paving restoration.	9525	Square Feet	14.00	133,850.00
28	Concrete restoration.	612	Square Feet	28.00	17,136.00
29	Landscape restoration.	204	Square Feet	26.00	5,304.00
30	Remove existing 12" Steel Water Main.	60	Lineal Feet	44.00	2,640.00
31	Install 2-sack slurry cap.	24	Lineal Feet	415.00	9,960.00

**SECTION 00400
BID FORM**

Bidders must provide pricing for every bid item.

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

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Line Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the District may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

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

\$ 987,337.00
Total Bid Price in Numbers

NINE HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED THIRTY SEVEN
Total Bid Price in Written Form DOLLARS AND ZERO 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

SECTION 00400

BID FORM

**SECTION 00400
BID FORM**

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. 959080, Expiration Date 04/30/2026 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. 1001169262 (provide DIR for all sub-contractors, separate pages may be attached as needed). If the bidder is a joint venture, each member of the joint venture must include the above information.

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

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Declaration form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Iran Contracting Act Certification.
6. Attached is the completed Fleet Compliance Certification form.
7. 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 LAFLIER ENGINEERING, INC.

Signature D. L. L.

Name and Title DAMON LAFLIER, PMA/CEO/PRES

Dated 01/15/2026

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 LaFleur Engineering, Inc.

Signature 

Name Damon LaFleur

Title 2mo/CEO/PRES

Dated 01/15/2020

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410
BID BOND

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated January 15, 2026, for Greenback Lane - Birdcage St to Burich Ave 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 23rd Day of December, 2025, the name and corporate seal of each corporation.

(Corporate Seal)

LaFleur Engineering, Inc.

Contractor/ Principal

By Winda Laflin

Title Secretary

Old Republic Surety Company

Surety

By Sara Walliser

Attorney-in-Fact

Title

Sara Walliser, Attorney-In-Fact

Old Republic Surety Company

P.O. Box 1635

Milwaukee, WI 53201 - 1635

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

SECTION 00410

BID BOND

SECTION 00410
BID BOND

Notary Acknowledgment

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

STATE OF CALIFORNIA

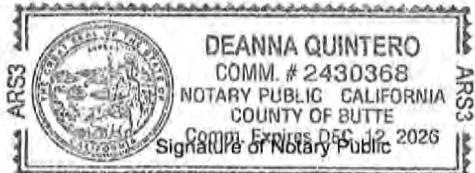
COUNTY OF Butte

On December 23, 2025, before me, Deanna Quintero, Notary Public, personally appeared Sara Walliser, 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.

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

Number of Pages

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

Date of Document

Signer(s) Other Than Named Above



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ELIZABETH COLLIDI, JOHN WEBER, JESSICA MONLUX, JOHN HOPKINS, SARA WALLISER, BREANNA BOATRIGHT, DEANNA QUINTERO, BILL RAPP, TONY CLARK, MATTHEW FOSTER, JASON MARCH, SAMANTHA WATKINS, PAULA SENNA, JENNIFER LAKMANN, MINDY WHITEHOUSE, PHIL WATKINS, BRAD ESPINOSA, KATHLEEN LE, SHARON SMITH, CASSANDRA MEDINA, STEVEN WILLIAMS, R. KAILANY of CHICO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than **ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds**), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of August, 2025.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of August, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-2100



Signed and sealed at the City of Brookfield, WI this 23rd day of December, 2025.

Assistant Secretary

ORSC 22262 (3-06)

INTERWEST INSURANCE SERVICES

California All-Purpose Acknowledgment

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

State of California

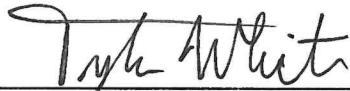
County of Sacramento

On 01/14/26 before me, Tyler White, notary public, personally appeared ***Mina Lafleur***, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

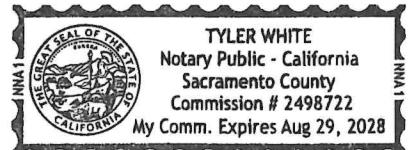
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 of this reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ # of Pages: _____

Signer(s) Other Than Named Above: _____

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 LAFLEUR
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 January 15, 2020 [date], at ROSEVILLE [city],
CALIFORNIA [state].

(Signature)

Damon Lafleur

(Print Name)

PMO/CEO PRES

(Print Title)

01/15/2020

(Date)

END OF NON-COLLUSION DECLARATION

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: LAFLEUR ENGINEERING, INC.
2.0 Type, if Entity: S CORP
3.0 Bidder Address: 1588 BEDFORD COURT, UNIT B
ROSEVILLE, CA 95747

N/A (916) 496-2206
Facsimile Number Telephone Number

4.0 How many years has Bidder's organization been in business as a Contractor? 14 yrs

5.0 How many years has Bidder's organization been in business under its present name? 2 yrs

5.1 Under what other or former names has Bidder's organization operated?: LAFLEUR EXCAVATING, INC.

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

6.1 Date of Incorporation: 2011

6.2 State of Incorporation: CALIFORNIA

6.3 President's Name: DAEMON LAFLEUR

6.4 Vice-President's Name(s): N/A

6.5 Secretary's Name: MICHA LAFLEUR

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

6.6 Treasurer's Name: n/a

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

7.1 Date of Organization: n/a

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

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

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

10.0 What type of work does the Bidder normally perform with its own forces?
TRENCHING, INSTALLATION OF WET UTILITIES, CONCRETE, (mining)
AC RESTORATION.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
NO

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

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

HO

13.0 List Trade References:

"SEE ATTACHED"

14.0 List Bank References (Bank and Branch Address):

TRI COUNTIES BANK

394B DOUGLAS BLVD.

ROSENVILLE, CA 95661

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

OLD REPUBLIC SURETY COMPANY, INTER WEST

INSURANCE SERVICES, LLC, JOHN WEBER, VP

8950 CAL CENTER DR., SACRAMENTO, CA 95826

REFERENCES

County of San Joaquin

- Awni Taha, PE (Engineering Services Manager)
(209) 468-3036
ataha@sjgov.org
- Daniel Saldana Engineer II Public Works
(209) 468-3039
dsaldana@sjgov.org
- Justin Wehling (PM/Supervising Construction Inspector)
(Consultant Firm for County of San Joaquin)
(916) 826-4429
jwehling@trccompanies.com

Projects Performed;

(2025-Currently Closing Out) Colonial Heights & Lincoln Village Water Main Replacement Project Phase 1A – Original Contract **\$4,665,384.00**. This project's basis was to eliminate the backyard water main & install the new main out in the street and Horizontal Direction Drilling (HDD) new service laterals from the new front main back to the rear connection, along with a few appurtenances. The project consisted of 11,720 LF of 8" & 10" DR 18/DR14 PVC Water Main, 10,400 LF of HDD, 1,000 LF of open trench for rear service lateral connections, 200 EA 1" Water Service Laterals, 30 EA Fire Hydrants, 50 overall 8" and 10" Gate Valves, 1,426 TNS of Asphalt Restoration, Minor Concrete Restoration (C&G and Sidewalk), Traffic Control, Water Pollution Control, Property Restoration and Coordination. Project finish is still in process, but looking to come under budget.

Carmichael Water District

- Scott Bair (Engineering Services Manager)
(916) 483-2452
scottb@carmichaelwd.org
- Cody Brown (Distribution Operator 3)
(916) 869-9641
codyb@carmichaelwd.org

Projects Performed:

(2023/2024) San Juan Avenue Pipeline Extension Project – Original Contract \$2,259,821.00. This project's basis was to eliminate the backyard water main and diminished front yard main & install the new main out in the street with some Horizontal Direction Drilled (HDD) service laterals from the new front main back to the rear connection and/or to existing meter box location and reconnect after disinfection, along with a few appurtenances. The project consisted of 2,663 LF of 8" DIP, 1,729 LF of 10" DIP Water Main, 60 EA HDD Copper Services, 6 EA Fire Hydrants, 12 8" Gate Valves, 5 EA 10" Butterfly Valves, 652 TNS of Asphalt Restoration, Minor Concrete Restoration (C&G and Sidewalk), Traffic Control, Water Pollution Control, Property Restoration and Coordination. Project finished with District added Change Orders and Over Runs at **\$2,465,896.90.**

Nevada Irrigation District (NID)

- Adrian Schneider, PE (Senior Engineer)
(530) 271-6839
schneider@nidwater.com
- Tonia M. Tabucchi Herrera, PE (Senior Engineer)
(530) 271-6815
herrera@nidwater.com
- Tony Moscini, Construction Inspector
(530) 913-9689
moscini@nidwater.com
- Chris Berg, Construction Inspector
(530) 913-3139
berg@nidwater.com

Projects Performed:

(2024) Maben Canal Phase 4 – Original Contract \$857,780.00. This project consisted of taking a 1,060 linear foot exposed raw water canal and placing it in a buried pipe system. This project resided in Grass Valley, Ca., in the rear easement between mountainous properties between property fencing and some cut through. The project included, but not limited to; Construction Staking, Tree Removal and Trimming, Water Pollution Control and Fire Prevention Plans, Mitigation Measures, Rock Excavation, 590 LF of 18" Ductile Iron Pipe, 470 LF of 24" PVC Pipe, 7 EA 2" service reconnects, Concrete work to install a field fitted Parshall Flume, grading/shaping overall 16,000 SF, System Testing and approximately 30,000 SF of Hydroseed. With District added Change Orders Project finished at **\$960,510.00.**

(2024) Harris Road DFWLE – Original Contract **\$1,165,320.00**. This project consisted of installing approximately 5,000 LF of new PVC water main and appurtenances within an existing mountainous roadway in Auburn, Ca. The project included, but not limited to; Construction Staking, Tree Removal and Trimming, Water Pollution Control and Fire Prevention Plans, Mitigation Measures, Rock Excavation, 3,454 LF of 8" PVC Water Main, 1,528 LF of 4" PVC Water Main, 25 EA Service Laterals, 13 EA Mainline Valves, 3 EA Fire Hydrants, approximately 50,000 SF of Hydroseed and Mulching and 5,400 SF of Asphalt Paving. With District added Change Orders Project finished at **\$1,191,404.36**.

(2024) Maranatha Place DFWLE – Original Contract **\$861,500.00**. This project consisted of installing approximately 3,000 LF of new 8" Ductile Iron water main and appurtenances within an existing mountainous roadway and cross country over an existing raw water canal in Grass Valley, Ca. The project included, but not limited to; Construction Staking, Tree Removal and Trimming, Water Pollution Control and Fire Prevention Plans, Mitigation Measures, Rock Excavation, 3,000 LF of 8" Ductile Iron Water Main, 19 EA Service Laterals, 3 EA Mainline Valves, 3 EA Fire Hydrants, approximately 30,000 SF of Hydroseed and Mulching and 20,000 SF of Asphalt Paving. With District added Change Orders and under runs, the Project finished at **\$855,755.00**.

(2024) Ali Lane DFWLE – Original Contract **\$376,277**. This project consisted of installing approximately 1,250 LF of new 8" PVC water main and appurtenances within an existing mountainous roadway in Auburn, Ca. The project included, but not limited to; Construction Staking, Water Pollution Control and Fire Prevention Plans, Mitigation Measures, 1,250 LF of 8" Water Main, 8 EA 1" Service Laterals, 12,500 SF of Hydroseed. With District added Change Orders and under runs, the Project finished at **\$361,852**.

South Placer Municipal Utility District (SPMUD):

- **Eric Nielsen, PE, CSDM**
(916) 786-8555 x310
enielsen@spmud.ca.gov
- **Carie Huff, PE (District Engineer)**
(916) 786-8555 x321
chuff@spmud.ca.gov
- **Aaron Moore, Lead Inspector**
(916) 872-3060
amoore@spmud.ca.gov

Projects Performed;

(2024) Sewer Main I07-119 Emergency Replacement Project – Original Contract \$310,710.00. This project consisted of removing and replacing approximately 240 linear feet of 18" ACP Sewer Main with 18" SDR PVC with a 600 linear foot 6" fusion welded bypass with secondary pump from one side of the creek to another. This project resided in the rear easement of an Apartment complex in Rocklin, Ca and a heavily Oaked Park. The project included, but not limited to; Tree Removal and Trimming, Water Pollution Control and Fire Prevention Plans, Mitigation Measures, Rock Excavation, 240 LF of 18" SDR 26 Sewer Main, 1 EA remove and replace 48" Sanitary Sewer Manhole (Base CIP), grading/shaping overall 12,000 SF of foot print and 12,000 SF of Bark Mulch. With District added Change Orders and under runs the Project finished at **\$312,984.61.**

Other Projects –

- (2023) Sewer Main K03-090 Emergency Replacement Project - **\$320,180.00.** Remove and replace 250 LF of 6" DIP Sewer w/ 6" SDR 26, 1,255 SF of Asphalt Paving Replacement, Striping replacement, Minor Concrete replacement (Median Curb), Landscape removal and replacement (Median Landscape), Rocklin, Ca.
- (2022) Northwest Rocklin Sewer Annexation Project – (SPMUD & City of Rocklin) - **\$1,272,648.00.** 767 LF of 24" PVC Sewer (Remove and Replace), 3 EA 60" Manholes, 1 EA 72" Manhole, 11,600 SF of Asphalt Paving, 12,000 SF of Grading for Asphalt Paving and Concrete, 20,000 SF of Hydroseeding. Rocklin, Ca.

City of Auburn:

- Mengil Deane, Public Works Director
(530) 823-4211 x145
mdeane@auburn.ca.gov
- James Taber, Project Manager
(530) 823-4211 x111
jtaber@auburn.ca.gov

Projects Performed;

(2025 Current) Aeolia Drive Sewer & Water Replacement – Original Contract \$1,401,492.00. This project consists of 14,000 SF of a roadway reconstruct with 3" AC/8" AB, Remove and Replace 900 LF of 6" & 8" Watermain, 12 EA 1" Water Service Laterals, 1,315 LF of 8" Sanitary Sewer and Reconnect to 11 EA Sanitary Sewer Services. Project is 90% Completed. Raising iron and patch paving is remaining. Along with a Landscape change order for a Sewer Easement Agreement.

Other Projects –

- (2024) Sawyer Street Infrastructure Replacement - **\$122,477.00**. Remove and replace 380 LF of 6" Existing Sewer w/ 6" SDR 26, 2,000 SF of Asphalt Paving Replacement, Traffic Control, Sheeting and Shoring, 110 LF of Storm Drain replacement.
- (2024) Miscellaneous WWTP Improvements Project – **\$98,183.00**. Miscellaneous improvements at the City of Auburn's Waste Water Treatment Plant. Modification to the hot water floor heating system, pipe support, H20 trench drain across drive aisle, crushed rock and weed abatement fabric for rock area 7,500 SF.
- (2023) 2023 Sewer Improvements Project - **\$807,995.95**. Remove and Replace 2,213 LF of 6" Sewer (multiple locations) and one being a 700 LF stretch along Placer High School, 7,584 SF of Asphalt Paving, Traffic Control, Site Safety, Sheeting and Shoring and approximately 1,100 LF of 6" CIPP. With Adds and deducts project finished at **\$844,154.30**.
- (2022) Crimson Court & Sunrise Ridge Circle Storm Drain Project – **\$842,807.00**. Removal and Replacement of 1,100 LF of 12", 24" and 30" Storm Drain within the roadway, 6,500 LF of Asphalt Pavement, 320 LF of 36" CIPP Lining. **\$920,314.32**
- (2022) 2022 Sewer Improvements Project - **\$500,000.00**. Remove and replace 1,000 LF of 8" Existing Sewer w/ 8" SDR 26, 4,000 SF of Asphalt Paving Replacement, Striping replacement, Minor Concrete replacement (Curb & Gutter/Sidewalk), 1,500 LF of 12" CIPP. With the District added Change Orders, the project finish at **\$547,439.50**

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CONTRACTOR INFORMATION AND EXPERIENCE FORM

B. LIST OF CURRENT PROJECTS (Backlog)

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name/Phone Number
EAST LATHROP WATER MAIN & LATERALS UPGRADES PROJECT CIP PW 24.12	APPROXIMATELY INSTALLING 4,600 LF OF NEW 8" WATERMAIN, 97 EA 1.5" WS, 7 EA FH, ABANDON IN PLACE 4100 LF EXISTING MAIN	7/1/2026	\$1,719,237.00	ZAK KARVER PROJECT manager 0. 209.941.7426 C. 209.207.2451
SLATE CREEK LIFT STATION PUMP REPLACEMENT PROJECT PROJECT NO. 17-09	RECONFIRMING SEWER LIFTSTATION HEADWORKS, NEW PUMPS, INFILTRATION EFFLUENT DITE, DRAINING WET WELL WALLS.	START 7/1/26 END 9/30/26	\$473,588.00	CATHARINE DYKES (PE) SENIOR ENGINEER GRASS VALLEY 530-274-4352
HOWARD P. TILLOTSON PARKWAY EXPANSION	CLEAR AND Grade GRADING, Irrigation PLANTING, DRAINAGE DG, ELECTRICAL, ROCKERY WALL BIKE PATH PLANS	START 4/1/24 FINISH 8/1/24	\$402,114.12	VINCENT KING. PLANNING manager SOUTH GATE RECREATION & PARK DISTRICT (916) 428-1171 ext. 21

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CONTRACTOR INFORMATION AND EXPERIENCE FORM

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

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

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name/ Phone Number
COUNTY OF SAN JOAQUIN	INSTALLING 11,500 LF OF NEW WATERMAIN IN POTOWAY, DELETING 2000 FT OF 4" MAIN, HHD 203 NEW WATER SERVICES AND TRENCH DACE.	05/10/25 - 12/22/25	\$4,665,784	AWHI TATHA, PE ENGINEERING SERVICES MANAGER (209) 468-3036
CARMICHAEL WATER DISTRICT	2,663 LF OF NEW 8" DIP WATERMAIN 1,729 LF OF 10" NEW WATERMAIN 60 EARTH WS, 642 TN AC RESTORATION	08/23 - 04/24	\$2,259,821.00	SCOTT BAKER (916) 483-2452

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

REFERENCES

County of San Joaquin

- Awni Taha, PE (Engineering Services Manager)
(209) 468-3036
ataha@sjgov.org
- Daniel Saldana Engineer II Public Works
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dsaldana@sjgov.org
- Justin Wehling (PM/Supervising Construction Inspector)
(Consultant Firm for County of San Joaquin)
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jwehling@trccompanies.com

Projects Performed;

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- **Mengil Deane, Public Works Director**
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mdeane@auburn.ca.gov
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- (2022) 2022 Sewer Improvements Project - **\$500,000.00**. Remove and replace 1,000 LF of 8" Existing Sewer w/ 8" SDR 26, 4,000 SF of Asphalt Paving Replacement, Striping replacement, Minor Concrete replacement (Curb & Gutter/Sidewalk), 1,500 LF of 12" CIPP. With the District added Change Orders, the project finish at **\$547,439.50**

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 management, construction supervision or engineering capacity.

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

DAMON LAFLEUR - OWNER 90%

GARRETT DAVIS - PROJECT MANAGER 50%

DAUNTE LAFLEUR - ASSIST. PM 50%

2. Summarize each person's specialized education:

DAMON LAFLEUR - HIGH SCHOOL

GARRETT DAVIS - HIGH SCHOOL

DAUNTE LAFLEUR - BACHELOR'S UC SANTA BARBARA
ECONOMICS

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

DAMON LAFLEUR - 24 YEARS

GARRETT DAVIS - 22 YEARS

DAUNTE LAFLEUR - 5 YEARS

4. Summarize such experience:

" SEE ATTACHED "

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.



BACKGROUND

Damon LaFleur (Signatory RMO/CEO/PRES):

- Operating Engineer's Local 3 – 2002 to current
- Operator for Marques Pipeline, Inc. – 2003 to 2008
- Production Foreman for Marques Pipeline, Inc. – 2008 to 2018
- Started LaFleur Excavating, Inc. – 2011
- Superintendent for Marques General Engineering, Inc. – 2018 to 2022
- LaFleur Excavating, Inc. Fully Operating – 2022 to Current, name change in 2024

Mina LaFleur (Signatory Secretary):

- LaFleur Excavating, Inc. – 2011 to Current (LaFleur Engineering, Inc.); Controller, HR, Accounts Payable

Garrett Davis (Project Manager / Estimator):

- Local Laborer's 185 – 2004 to 2012
- Foreman for Marques Pipeline, Inc. – 2006 to 2012
- Project Engineer for Marques Pipeline, Inc. – 2012 to 2015
- Foreman for Marques Pipeline, Inc. – 2015 to 2018
- Inspector for TRC Companies, Inc. – 2018 to 2022
- Project Manager/Estimator for LaFleur Excavating, Inc. – 2022 to Current (LaFleur Engineering, Inc.)

Daunte LaFleur (Assistant Project Manager / Estimator):

- UC Santa Barbara Graduate – 2020 to 2024
- LaFleur Excavating, Inc. Internship – 2020 to 2024
- LaFleur Engineering, Inc. – 2024 to Current

Field Staff:

- Foreman - 3
- Operators - 6
- Laborers - 9

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:

N/A

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 LaFleur Engineering, Inc.

Signature D. LaFleur

Name DAMON LAFLEUR

Title PMO/CEO/PRES

Dated 01/15/2024

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.

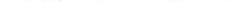
The completed form shall include a Department of Industrial Relations registration number for all subcontractors. Failure to include a registration number may cause the bid to be non-responsive.

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
BID ITEM 27 - GRIND	ANRAK CORP.	SAC., CA	4 %	256390 1000002952
BID ITEM 5,6,7,8 - SAW CUT	W.C. MALONEY	STOCKTON, CA	2 %	718243 1000868882
BID ITEM 3 - TRAFFIC CONTROL	WBE TRAFFIC CONTROL, LLC	CARMICHAEL, CA	87 %	11350916 2000011129
BID ITEM 27 - AC RESTORATION	VINTAGE PAINTING COMPANY, INC	WINTERS, CA	87 %	709237 100000609

SECTION 00440
LIST OF SUBCONTRACTORS FORM

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
	H / A			

Name of Bidder LAFLEUR ENGINEERING, INC.

Signature 

Name and Title DAEMON LAFLEUR, RMO/CEO/arcos

Dated 01/15/2026

END OF LIST OF SUBCONTRACTORS FORM

SECTION 00440
LIST OF SUBCONTRACTORS FORM
- 30 -

SECTION 00445
IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 et seq.)

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

The Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
- (ii) a financial institution that extends, for 45 Days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed 

Titled Damon Lafleur, RWD/CEO/PRES

Firm Lafleur Engineering, Inc.

Date 01/15/2026

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 00450
FLEET COMPLIANCE CERTIFICATION

FLEET COMPLIANCE CERTIFICATION

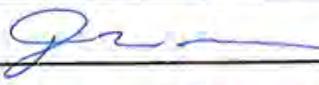
The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024, and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used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

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

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

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

Name of Contractor LA FLEUR ENGINEERING, INC.

Signature 

Name and Title DAMON LAFLEUR, PMP/CEO/PRES

Dated 01/15/2024

California Environmental Protection Agency
Air Resources Board

January 1, 2025

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

is issued to

LAFLEUR ENGINEERING, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Off-road Diesel Fleet Identification

228275



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

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

**SECTION 00500
CONTRACT**

CONTRACT

THIS CONTRACT is made this **27th Day of January, 2026**, in the County of Sacramento, State of California, by and between the Citrus Heights Water District, hereinafter called District, and **LaFleur 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:

Greenback Lane – Birdcage St to Burich Ave 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 **90** 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 Nine Hundred Eighty Seven Thousand Three Hundred Thirty-Seven Dollars and Zero Cents (\$987,337.00), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

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

**SECTION 00500
CONTRACT**

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

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

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

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Non-Collusion Declaration form
- Contractor Information and Experience Form
- List of Subcontractors Form
- Iran Contracting Act Certification
- Fleet Compliance 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

**SECTION 00500
CONTRACT**

Documents.

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

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

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

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

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

**SECTION 00500
CONTRACT**

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

LAFLEUR ENGINEERING, INC.	CITRUS HEIGHTS WATER DISTRICT
By _____	By _____
Name and Title: _____	Name and Title: <u>Hilary M. Straus, General Manager</u>
License No. <u>959080</u>	
DIR Registration No. <u>1001169262</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**

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:

Signer is representing:

Name Of Person(s) Or Entity(ies)

Date of Document

Signer(s) Other Than Named Above

**SECTION 00620
PAYMENT BOND**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

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

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

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

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

**SECTION 00620
PAYMENT BOND**

**SECTION 00620
PAYMENT BOND**

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

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

**SECTION 00620
PAYMENT BOND**

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

Individual
 Corporate Officer

Title(s)

Title or Type of Document

Partner(s) Limited
 General

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

Number of Pages

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

Date of Document

Signer(s) Other Than Named Above

**SECTION 00700
GENERAL CONDITIONS**

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

**SECTION 00700
GENERAL CONDITIONS**

SECTION 00700
GENERAL CONDITIONS

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

ARTICLE 2. CONTRACT DOCUMENTS

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

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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. COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS

- a. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").
- b. Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the District.
- c. Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the District, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

ARTICLE 31. AUTHORIZED REPRESENTATIVES

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

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ARTICLE 32. HOURS OF WORK

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

ARTICLE 33. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:

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- 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 34. PREVAILING RATES OF WAGES

a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. 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,

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liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

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

ARTICLE 35. EMPLOYMENT OF APPRENTICES

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

ARTICLE 36. LABOR COMPLIANCE

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

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

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

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations,

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which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

ARTICLE 37. CONTRACTOR AND SUBCONTRACTOR REGISTRATION

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

ARTICLE 38. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

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

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

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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 39. LABOR/EMPLOYMENT SAFETY

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

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

It is a condition of this Contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this Contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to

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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 40. 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 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

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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 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

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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, restore and make good all injuries, damages, re-erects, 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.

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- 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.
- 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 41. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's General Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:IIX. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the District, the

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Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

- b. Each insurance policy required by this Contract shall be endorsed to state that: (1) should any of the above described be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District its directors, officials, officers, employees, agents and volunteers.
- c. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) Days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- d. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. The District reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

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ARTICLE 42. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) Days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the Contract Time. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed within the Contract Time, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each Day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide 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 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.

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ARTICLE 43. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

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

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

ARTICLE 44. MOBILIZATION

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

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- 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 45. PAYMENTS

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last Day of the previous month, less the aggregate of previous payments. District will, within 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.

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- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 8132, 8132, 8136 and 8138. Prior to final payment by the District, the Contractor shall submit a final conditional waiver of lien for the Contractor's work, together with unconditional releases of lien from any subcontractor or materialmen.

ARTICLE 46. PAYMENTS WITHHELD AND BACKCHARGES

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

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site cleanup.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquated damages.
- l. Legally permitted penalties.

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

ARTICLE 47. CHANGES AND EXTRA WORK

a. Change Order Work.

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) Contractor shall promptly execute changes in the Work as directed in writing by the District even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the District, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract 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.

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- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District, including but not limited to estimates and quotations from subcontractors or material suppliers, as District may reasonably request.
- 7) If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the Contract Price and/ or Contract Time in accordance with the District's estimate. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished 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.

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(d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

- i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide District with documentation of the costs, including but not limited to payroll records, invoices and such other information as District may reasonably request.
- ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
- iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the subcontractor's Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
- iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5%) percent of the Net Cost of the lower tier subcontractor.
- iv. No additional markup will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein, of the party that performs the Work.

9) All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings: field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary

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on-Site facilities (Offices, Telephones, Internet access, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties; insurance and bond premiums.

- 10) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 11) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- 12) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 13) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
- 14) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order, and providing such supporting documentation for its position as the District may require.

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- 15) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 16) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 48. OCCUPANCY

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

ARTICLE 49. INDEMNIFICATION

To the 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

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enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 50. RECORD (“AS BUILT”) DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as “as-builts”) and shall require each trade to prepare its own as-builts. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 51. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 47, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required by this agreement shall constitute a waiver of the right to procedures of this Article.
- b. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial 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

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Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the District.

- e. **Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 47 "Changes and Extra Work," and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment.**
- f. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- g. **Supporting Documentation:** The Contractor shall submit all claims in the following format:
 - 1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 - 2) List of documents relating to claim:
 - i. Specifications
 - ii. Drawings
 - iii. Clarifications (Requests for Information)
 - iv. Schedules
 - v. Other
 - 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost
 - 6) Time impact analysis in CPM format

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

- 1) If the District needs approval from the District Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the District Board does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three Days following the next duly publicly noticed meeting of the District Board after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- 2) Within 30 Days of receipt of a claim, the District may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

i. **Meet and Confer.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the 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

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equally. The public entity and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

- 1) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- 2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- 3) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- 4) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

k. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 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

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within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

- 2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - i. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- m. **Government Code Claims:** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have 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 52. DISTRICT'S RIGHT TO TERMINATE CONTRACT

- a. **Termination for Cause:** The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required;

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(ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard Applicable Laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of default and intent to terminate shall contain the reasons for termination. Unless within ten (10) Days after the service of such notice, Contractor resolves the circumstances giving rise to the notice of default to the District's satisfaction, or makes arrangements acceptable to the District for the required corrective action, this Contract shall terminate. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over The Work, the District may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

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

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

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the Site and any other property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

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- 4) Terminate all subcontracts and purchase orders to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."
- 7) District's total liability to Contractor by reason of the termination shall be limited to the total (without duplication of any items) of:
 - 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

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compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.

- iii. A reasonable allowance for profit on cost of Work performed as determined in accordance with ARTICLE 46 provided that the Contractor establishes to the District's satisfaction that the Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed five percent (5%) percent of the cost. Contractor shall not be entitled to an allowance for profit on any work for which Contractor has received, or is eligible to receive, compensation under the terms of the Contract.
- iv. Reasonable costs to the Contractor of handling material returned to vendors, delivered to the District or otherwise disposed of as directed by the District.
- v. A reasonable allowance for the Contractor's internal administrative costs in preparing termination claim.
- vi. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.

8) In no event shall the District be liable for unreasonable costs incurred by the Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Contractor's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.

9) The District shall have no obligation to pay the Contractor under this ARTICLE 51b (Termination for Convenience) unless and until the Contractor provides the District with updated and acceptable 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

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which are applicable to the terminated portion of the Contract Documents,

- 12) Any claim the District may have against the Contractor in connection with the Work, and
- 13) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Contractor and not otherwise recovered by or credited to the District.
- 14) These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

c. **Savings Clause.** If District terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

d. **Exception.** Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

ARTICLE 53. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10)

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Days after being notified commence and perform with due diligence all necessary Work to complete or correct the Work at issue. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all actions necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for District all warranties that would be given in normal commercial practice or that are required in the Contract Documents;
 - 2) Require all warranties to be executed, in writing, for the benefit of the District; and
 - 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

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

ARTICLE 54. DOCUMENT RETENTION & EXAMINATION

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

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ARTICLE 55. SOILS INVESTIGATIONS

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

ARTICLE 56. SEPARATE CONTRACTS

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

ARTICLE 57. NOTICE AND SERVICE THEREOF

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

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ARTICLE 58. NOTICE OF THIRD PARTY CLAIMS

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

ARTICLE 59. STATE LICENSE BOARD NOTICE

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

ARTICLE 60. INTEGRATION

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

ARTICLE 61. ASSIGNMENT

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

ARTICLE 62. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of

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Contractor's name or nature will affect District's rights under the Contract, including but not limited to the bonds.

ARTICLE 63. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 64. PROHIBITED INTERESTS

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

ARTICLE 65. LAWS AND REGULATIONS

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

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published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

ARTICLE 66. PATENT FEES OR ROYALTIES.

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

ARTICLE 67. OWNERSHIP OF DRAWING

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

ARTICLE 68. NOTICE OF TAXABLE POSSESSORY INTEREST

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

END OF GENERAL CONDITIONS

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SPECIAL CONDITIONS

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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**GREENBACK LN – BIRDCAGE ST TO BURICH AVE
WATER MAIN PROJECT
C25-101**

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:

- 1405 lineal feet of 12" Pressure Class 350 Ductile Iron Pipe (PC 350 DIP)
- 45 lineal feet of 10" Pressure Class 350 Ductile Iron Pipe (PC 350 DIP)
- 39 lineal feet of 8" Pressure Class 350 Ductile Iron Pipe (PC 350 DIP)
- 28 lineal feet of 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)

The work shall also include installing:

- Fourteen (14) 12" resilient wedge gate valves
- Two (2) 10" resilient wedge gate valves
- Three (3) 8" resilient wedge gate valves
- One (1) 6" resilient wedge gate valves

The work shall also include installing:

- One (1) steamer fire hydrant

The work shall also include installing:

- One (1) 1" air/vacuum valve – below ground

The work shall also include installing:

- Two (2) 1" water services with curb stops

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

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by the Contractor as though originally so specified or shown, at no increase in cost to the District.

2. DISTRICT FURNISHED ITEMS

- The District shall furnish water for construction at no cost to the Contractor.
- The District shall provide for initial compaction testing as deemed necessary by the District at no cost to the Contractor.
- The District shall provide for bacteriological sampling of the water in the water main and services prior to reconnection of same at no cost to the Contractor.
- The District shall provide Encroachment Permits approved by the **City of Citrus Heights** and pay all costs for fees and inspections 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 and its subcontractors shall acquire supplemental Encroachment Permits and furnish a Traffic Control Plan approved by the **City of Citrus Heights**. The Traffic Control Plan shall comply with the Encroachment Permit(s).

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

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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 Sacramento Encroachment Inspector. The Contractor shall comply with the approved County of Sacramento 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, , construction area and stationary mounted signs, project information signs, flagging, removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, as shown on the Project Plans and as directed by the County Inspector.

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

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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 Sacramento 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 Sacramento Encroachment Inspector and the District Inspector. The contract lump sum price paid for Storm Water Pollution Prevention Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved with Storm Water Pollution Prevention Implementation, including filter bags, gravel filled bags, geotextile fabric or erosion control blankets, staples, temporary fiber rolls, stakes, and removal of all storm water pollution protection materials and equipment from the site upon completion of work and as directed by the County and 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 12" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main: Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 12" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See CONSTRUCTION DETAIL "TREN_713CH".

Bid Item 6, Install 10" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main: Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 10" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and

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bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAIL "TREN_713CH"*.

Bid Item 7, Install 8" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main:

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

See *CONSTRUCTION DETAIL "TREN_713CH"*.

Bid Item 8, Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main:

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 Pipe (PC350 DIP) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAIL "TREN_713CH"*.

Bid Item 9, 12" Connection to Existing 24" Water Main: Includes connecting newly constructed 12" water main to existing 24" water main, via "hot tap", 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 C2, Note 1*.

Bid Item 10, 12" Connection to Existing 12" Water Main: Includes connecting newly constructed 12" water main to existing 12" 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

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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 water main as necessary, caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Includes plugging the abandoned water main with concrete where applicable. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet C1, Note 1; Sheet C2, Note 2; Sheet C3, Note 1; and Sheet C4, Note 1.*

Bid Item 11, 12" Connection to Existing 10" Water Main: Includes connecting newly constructed 12" water main to existing 10" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Includes plugging the abandoned water main with concrete where applicable. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS; Sheet C1, Note 2 and Sheet C2, Note 3.*

Bid Item 12, 12" Connection to Existing 8" Water Main: Includes connecting newly constructed 12" 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. Includes plugging the abandoned water main with concrete where applicable. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet C4, Note 2.*

Bid Item 13, 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. Includes plugging the abandoned water main with concrete where applicable. Payment shall be at the contract unit price per each unit,

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complete.

See *PROJECT PLANS, Sheet C2, Note 4.*

Bid Item 14, Install 12" Resilient Wedge Gate Valve: Includes installing a 12" 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 DETAIL "VB_811".*

Bid Item 15, Install 10" Resilient Wedge Gate Valve: Includes installing an 10" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See *CONSTRUCTION DETAIL "VB_811".*

Bid Item 16, 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 DETAIL "VB_811".*

Bid Item 17, 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 DETAIL "VB_811".*

Bid Item 18, Install Dry Barrel Steamer Fire Hydrant: Includes installing a dry barrel steamer fire hydrant. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, thrust block, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price, complete. Fire hydrant lateral piping to be installed and invoiced per the appropriate bid item.

See *CONSTRUCTION DETAIL "FH_612".*

Bid Item 19, Install 2" Blow-off Valve (Temporary): Includes the installation of a 2" blow-off valve. Includes MJ cap, riser piping, valve box, thrust block, backfill, compaction, and temporary paving. Includes removing complete assembly and plugging main. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAIL "BO_511".*

Bid Item 20, Install 1" Air/Vacuum Valve – Below Ground: Includes the installation of a 1" Type K hard copper water service and 1" air/vacuum valve – below ground. Installation to be via open-cut trenching to achieve proper grade. Includes reinforced concrete pad and protective enclosure. Includes 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

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pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAIL “AV_412”*.

Bid Item 21, Install 1" Water Service with Curb Stop: Includes the installation of a 1" polyethylene water service as specified by open-cut trenching (or by directional boring, where instructed or approved by the District). 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 new/clean $\frac{3}{4}$ " crushed rock. Includes cutting, capping, and abandoning the existing water service. Includes backfill, compaction, disinfection, and hydrostatic pressure testing, if required by CHWD inspector (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” and “TREN_723CH”*.

Bid Item 22, Remove Existing Steamer Fire Hydrant: Includes removal of an existing steamer fire hydrant, valve, valve box and riser. Includes plugging the abandoned water main with concrete where applicable. Includes proper disposal of the fire hydrant. Includes excavation, backfill, and compaction. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet C3, Note 12*.

Bid Item 23, Remove Existing Tee and Valve(s): Includes removal of an existing tee and valve assembly, including valve boxes and risers. Includes plugging the abandoned water main with concrete. Includes proper disposal of the tee and valve(s). Includes excavation, backfill, and compaction. Includes plugging the abandoned water main with concrete where applicable. Surface restoration to be included in other Bid Items, not here. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet C1, Note 10; Sheet C2, Note 19; Sheet C3, Note 11; and Sheet C4, Note 6*.

Bid Item 24, Remove Existing Valve: Includes removal of an existing valve assembly, including valve box and riser. Includes plugging the abandoned water main with concrete. Includes proper disposal of the valve. Includes excavation, backfill, and compaction. Includes plugging the abandoned water main with concrete where applicable. Surface restoration to be included in other Bid Items, not here. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet C2, Notes 18 and 20*.

Bid Item 25, Remove Existing Valve Box and Riser: Includes removal of an existing valve assembly, including valve box and riser. Includes plugging the abandoned water main with concrete. Includes proper disposal of the valve. Includes excavation, backfill,

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and compaction. Remaining piping to be abandoned in place. Surface restoration to be included in other Bid Items, not here. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet C2, Note 21.*

Bid Item 26, Remove Existing Traffic Loop: Includes disconnection and removal of an existing traffic loop up to the City approved disconnection point. Includes coordination with the City of Citrus Heights City Engineer. Does NOT include reinstallation or replacement of traffic loop. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet C3, Note 14.*

Bid Item 27, 8" 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 an 8" Maximum depth (installed in 4" maximum lifts) in accordance with **City of Citrus Heights** Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside City/County right-of-way.

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 8" Asphaltic Concrete (AC) Paving Restoration shall include compensation for all labor, materials, tools, equipment, and incidentals and for doing all work involved in 8" Asphaltic Concrete Paving Restoration, including all pavement striping (paint except where thermoplastic is required by the City), 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.

See *CONSTRUCTION DETAILS "TREN_713CH" and "TREN_723CH".*

See *CITY OF CITRUS HEIGHTS "TRENCH RESTORATION DETAILS".*

Bid Item 28, Concrete Restoration – Sidewalk or Curb/Gutter: This work includes construction and finish saw cutting, removal, subsurface re-compaction 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 **City of Citrus Heights** Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside City/County right of way.

The contract unit price paid per square foot for Concrete Restoration shall include

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compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in Concrete Restoration, including furnishing and placing aggregate base material, complete in place, as shown on the plans, as specified in these specifications, and as directed by the **City** Inspector and District Inspector.

See *SPECIAL PROVISIONS, Concrete Restoration*.

Bid Item 29, 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 and decomposed granite removal and replacement or reinstallation, grading, mulching, irrigation and sprinkler systems, and a general site cleanup. Payment shall be at the contract price per each unit, complete.

See *SPECIAL PROVISIONS, Landscape Restoration*.

Bid Item 30 Remove Existing 12" Steel Water Main: Includes cutting and removal of existing 12" steel water main. Includes proper disposal of removed piping. Includes excavation, backfill, and compaction. Includes plugging the remaining abandoned water main with concrete where applicable. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet C4, Note 7*.

Bid Item 31, Install Slurry Cap: Includes installing a two-sack slurry mixture in the uppermost section of the trench, on top of the sand mixture, above the new water main(s) in location(s) where 36" minimum cover between finished grade and the water main cannot be achieved. Includes installing a thin layer of sand between the non-detectable locator tape and the bottom of the slurry mixture. This slurry cap replaces the aggregate base layer of the standard trench section in detail TREN_713CH. Payment shall be at the contract price per each unit, complete.

See *PROJECT PLANS, Sheet(s) C1*.

See *CONSTRUCTION DETAIL "SC_001" on Sheet C7*.

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.

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3. Install two temporary blow-offs on existing water main at locations shown. Remove up to 60' section of existing 12" steel water main at location shown.
4. Install new water mains, including fire hydrants and appurtenances, 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.
5. Install water services in accordance with the Plans and District General Specifications and Details. Obtain approval from the District for installation and then backfill excavation.
6. 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*.

7. Flush and hydrostatically test water mains and services. District performs 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. Connect all water services to customers' lines upon notification by District of satisfactory bacteriological sampling.
10. Abandon old facilities. All open ends of old facilities shall be concrete capped. All abandoned valve boxes shall be removed.
11. Restore sites to pre-construction conditions as required and obtain approval from the District and the County of Sacramento.

6. BACTERIOLOGICAL TESTING PROCEDURE AND TIMETABLE

Before project construction begins:

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

During project:

2. CHWD Project Management personnel will provide a 24-hour notice to the Regional Water Quality Control Board for all flushing events.

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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. All best management practices shall be followed to ensure 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 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.

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.

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

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

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

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

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

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

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

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

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

---24-hour notification period---

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

7. EXCAVATION AND POTHOLING

Prior to beginning any excavation, the Contractor shall call Underground Service Alert (USA) (800) 642-2444 or 811, at least two (2) working days in advance, to arrange for utility location. The Contractor shall be responsible for the location and protection of all existing utilities. **The Contractor shall expose and verify locations and elevations of existing utilities prior to construction as specified in the plans and specifications.** The types, locations, sizes and/or depths of the existing underground utilities as shown on the plans were obtained from sources of varying reliability. The Contractor is cautioned that only actual excavation will reveal the types, extent, sizes, location, and depths of such underground utilities. If a utility is damaged, **the Contractor shall contact the utility company immediately for repair.** The Contractor shall pay all costs for such repair if said damage is determined to be the responsibility of the Contractor. The Contractor shall receive no additional compensation for removing and reinstalling any pipe or appurtenances due to a lack of proper advance potholing.

Removal of soil, concrete, asphalt and other existing improvements shall be considered as excavation. Excavation shall also include exploration and/or "Potholing" to determine

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the location of existing underground facilities and obstructions, and shall be considered as a normal part of this work.

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

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

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

8. REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

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

The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

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

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

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

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

9. HOURS OF WORK

The Contractor shall schedule all work activities per the Encroachment Permits (**This shall include private roadways**), Monday through Friday, with Saturdays, Sundays, and District Holidays being excluded. **The majority of installation work for this project requires night work and shall adhere to night work hours and requirements per the Encroachment Permit.** The Contractor shall indicate the need for non-normal work hours in the various schedules submitted during the progress of the Project.

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

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

10. MATERIAL SUBMITTALS

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

Submittal List

<u>Item Description</u>	<u>Submittal Summary</u>
Pipe, Valves and Fittings	Product Data Sheets or other information

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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
Asbestos Cement Pipe	Applicable Asbestos Training Certificate (when required)

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.

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

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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.

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.

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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 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

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page). The Trench and Excavation Competent Person shall be present at the Pre-Construction Conference and shall complete and sign this Form during the Conference. Should substitution of the assigned Trench and Excavation Competent Person be required, a new form shall be completed prior to initiating or continuing any work period, and that substituted Trench and Excavation Competent Person shall assume all responsibilities of the title.

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Trench and Excavation “Competent Person” Assignment

PROJECT NAME: _____

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

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

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

As such, the individual has the ability to detect:

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

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

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

Designated by:

Signature: _____ Date _____

Name _____ Title _____

Signature of individual assigned as Competent Person:

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

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

**SECTION 01000
SPECIAL PROVISIONS**

SPECIAL PROVISIONS

**GREENBACK LN – BIRDCAGE ST TO BURICH AVE
WATER MAIN PROJECT
C25-101**

1. Traffic Control Requirements

The following traffic control requirements shall be adhered to as a basis for bidding purposes. The City of Citrus Heights (City) shall provide the traffic control requirements for their respective jurisdictions 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.

MESSAGE SIGNS: Portable Changeable Message Signs (CMS) shall be furnished, placed, operated, and maintained at locations designated by the City and shall conform to the provisions in Section 12, "Temporary Traffic Control," of the State Standard Specifications. CMS boards (one in each direction of travel) shall be placed at least 7 calendar days prior to any construction activity and shall remain in place until project completion. All messages displayed shall be approved by the City and placed at required locations noted in the approved traffic control plan.

NIGHT WORK: Night work shall be required for all phases of this project requiring two lanes of closure and/or being performed within an intersection. Any exception(s) to this would require City and District approval. Requirements and restrictions for night work shall be noted in the City encroachment permit.

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

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

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

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

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

3. Damage to Pavement and Concrete

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

4. Storage of Equipment and Materials

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

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

5. Minimum Cover

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

6. Backfill, Compaction, and Compaction Testing

Lawn, Planter, and Other Non-traffic Locations: Backfill around service piping, valves and fittings shall be #2 washed sand to a minimum of 3" below and 9" above. Backfill around water mains and service saddles shall be #2 washed sand to a minimum of 6"

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SPECIAL PROVISIONS

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 trench backfill shall be 100% import ¾" aggregate base compacted to 95% minimum.

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

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

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

7. Thrust Blocks

Thrust blocks shall be constructed of Type II six-sack Portland cement. Concrete shall conform to either the 1" or 1 ½" gradation at the option of the Contractor, unless otherwise specified in these Specifications or as required by the District Inspector. No backfill material shall be compacted above thrust blocks prior to a 24-hour period.

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

8. Temporary Trench Restoration

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Temporary paving (asphalt plant-mix cutback) shall be placed at locations and maintained at locations wherever excavation is made through pavement, sidewalk or driveways, as shown on the Project Plans, or as directed by the District. Temporary paving shall be placed as soon as the condition of the backfill is suitable to receive it and shall remain in place until the condition of the backfill is suitable for permanent resurfacing. Thickness of the temporary paving shall be one and one-half inches (1-½") unless otherwise shown on the Project Plans. Temporary paving shall be maintained at the same elevation as the existing surrounding surfaces until the permanent surfacing is placed. Temporary paving shall be placed using a hand powered compaction device.

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

9. Service Valve Locations and Meter Installations

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

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

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

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

10. Connection to Existing Services

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

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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 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 Reconstructions

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

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

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

17. Resilient Wedge Gate Valves

The resilient wedge gate valves shall fully comply with the latest revision of AWWA C509, and shall also be UL listed and FM approved. The valves shall be tested and certified to ANSI/NSF 61.

The valve shall have a 250 PSIG working pressure.

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

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

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

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

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

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

18. Chlorination and Flushing

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

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

Chlorinated water shall be properly disposed of using dechlorination procedures outlined in American Water Works Association standard C651-05 (Disinfecting Water Mains) and shall comply with all regulations. The Inspector shall be provided with proof of uniform dechlorination at a minimum of 10 minute intervals during disposal using an approved test procedure. Dechlorination shall be maintained at 0.0 PPM at all times during any disposal of any water into a drainage system.

19. Sprinklers

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

20. Concrete Restoration

◆ **Materials**

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

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

Note: Transporting or use of concrete in non-mixing trucks or trailers

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(“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 City Construction Specifications.

Doweling and restored concrete surfaces shall comply with City Specifications as required.

◆ **Saw-cutting**

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

◆ **Placement**

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

◆ **Vandalism**

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

21. Landscape Restoration

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

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

1. Sod removal and replacement
2. Ground Cover removal and replacement
3. Shrub removal and replacement
4. Pruning
5. Grading
6. Mulching – Shredded Bark
7. Weed Retardant Fabric replacement
8. Cleanup
9. Restoration of Sprinkler Systems

◆ **Sod Removal and Replacement**

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

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

Areas to be planted shall be cultivated until the soil is mixed thoroughly and in a loose and fine textured condition. The top 2" shall be cleared of all stones, stumps, dirt clods, debris, etcetera, larger than 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

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the recommendations of the Sunset Western Garden Book.

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

◆ **Shrub Removal and Replacement**

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

◆ **Pruning**

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

◆ **Grading**

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

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

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

◆ **Mulching**

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

◆ **Weed Retardant Fabric Replacement**

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

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◆ **Cleanup**

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

◆ **Guarantee and Replacement**

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

22. Maintaining Traffic, Public Convenience and Safety

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

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

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

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

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

Pedestrian access facilities shall be provided through construction areas within the right-

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

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

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

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

23. Public Notification

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

24. Construction Layout and Staking

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

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

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SPECIAL PROVISIONS

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

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

Contractor Responsibilities:

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

If the area or facility is not prepared satisfactorily for the stakes, as determined by the District Inspector, the staking request will be voided by the District Inspector and the Contractor shall submit a new request for the stakes when the area or facility has been

SECTION 01000
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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

SECTION 01100 PROJECT PLANS

GREENBACK LN – BIRDCAGE ST TO BURICH AVE
WATER MAIN PROJECT
C25-101

The following Project Plans pertain to Citrus Heights Water District's Greenback Ln – Birdcage St to Burch Ave Water Main Project C25-101:

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

**SECTION 01200
ENCROACHMENT PERMIT DOCUMENTS**

**GREENBACK LANE – BIRDCAGE TO BURICH
WATER MAIN PROJECT
C25-101**

The following Encroachment Permit Documents pertain to Citrus Heights Water District's Greenback Ln – Birdcage St to Burich Ave Water Main Project C25-101:

City of Citrus Heights Encroachment Permit (11 pages)

*Includes attachments



CITY OF CITRUS HEIGHTS

6360 Fountain Square Drive • Citrus Heights, CA 95621

Phone (916) 727-4770 • Fax (916) 727-1454

www.citrusheights.net

ENCROACHMENT PERMIT EP25-0176

Permit Expiration Date: 11/21/2025

DAY WORK

Subcontractor for Utility/Prime:

Construction Inspector: Stephen Sikorski 530-966-5046

48 hours before any excavations call Underground Service Alert at 1-800-227-2600.

Permit must be on site at all times no exceptions.

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

Permittee shall provide Citrus Heights Construction Inspector two days advance notice prior to commencement of any work.

Annual Permits

The Annual Permit allows for routine maintenance and emergency maintenance only. This Permit does not authorize new service, line extensions or work of similar magnitude. Separate permits are required for such work.

All Other Permits

Other Permits authorizes the Applicant and it's designees to excavate, construct and/or otherwise encroach on City right-of-way by performing the work described below. Please note: All subcontractors need to fill out a separate encroachment permit application, even if they are performing work under a permittee's blanket/annual permit.

Permittee	Citrus Heights Water District 6230 Sylvan Rd, Citrus Heights, CA 95610 (916) 735-7723	Address/Location	Greenback Ln between Birdcage and Mariposa		
Office Contact	Tamar Dawson tdawson@chwd.org	Field Contact	TBD		
Project Name	Greenback Ln x Birdcage to Mariposa (CHWD) Greenback Ln Main Repl - PHASE 1	Job Number	C25-101		
Work Type	Standard	Street PCI Score	see notes and TCP's		
Work Description	Potholing for utilities for identification of conflicts and excavation for water main installation. Sub-contractors will submit TCPs (for potholing & for construction). 100 working days. This project is currently in the plan design phase and requires potholing. The project is scheduled to be awarded to a contractor on June 24, 2025, with construction to be completed by late fall. Construction needs to be finished prior to City of Citrus Heights paving overlay. This project consists of installing 1400 linear feet of 12", 8" & 6" water main within the roadway and crossing some sidewalks along Greenback Lane. One fire hydrant and two water services will be replaced.				
Work Start	04/01/2025	Work End	11/21/2025	Expiration	11/21/2025
Notes	PCI's EB Greenback (Mariposa to Patterson) PCI = 33 EB Greenback (Patterson to Merlindale) PCI = 43 EB Greenback (Merlindale to Birdcage) PCI = 53** (on 2026 resurfacing list for multilayer) WB Greenback (Birdcage to Burch) PCI = 45 WB Greenback (Burch to Mariposa) PCI = 43				

- This permit authorizes work in the City right-of-way only and does not cover work on private property. Private property owners must be notified, even if work is in a Public Utility Easement. Permittee is responsible for notifying property owners directly.
- Attention is directed to the General Provisions attached to this permit and to any specific conditions attached hereto and made a part hereof.
- All work and materials shall be in accordance with the current edition of the County of Sacramento "Standard Construction Specifications" as amended, and Current MUTCD California Edition. All work shall be in compliance with the Americans with Disabilities Act.
- In case an emergency situation arises during work under this permit, contact the General Services Department at (916) 727-4770 24 hours/day 7 days/week for location and notification. Call 911 if appropriate and necessary.
- All encroachment of vehicular and/or pedestrian traffic requires an approved traffic control plan. Should an existing roadway or sidewalk need to be encroached upon, a traffic control plan must be submitted and approved by an authorized City Traffic Engineering representative prior to encroachment. Pedestrians are to be detoured to safe walking area, not into moving traffic.
- **On streets with a PCI value greater than or equal to 50 and less than 80, contractor shall slurry seal streets curb to curb. When 3 or more patches fall within 100', contractor shall slurry seal streets curb to curb and 5' past the outer limits of the patchwork.
- This permit is issued for the time specified. Please call the General Services Department (916) 727-4770 if an extension of time is required.

Per Item 9 of the General Provisions, the Permittee is responsible to coordinate with the following agencies when working in the Right-of-Way:

COMPANY	PURPOSE	CONTACT INFO
Republic Services	Residential garbage collection & bulk waste Neighborhood Clean-Ups (NCU)	Josh Ladas jladas@RepublicServices.com 916-742-8110
Wells Street Sweeping	Residential Street Sweep	Anthony Duminy Anthony@WellsSweeping.com 916-568-0104
USA Markings	Underground Service Alert	800-642-2444
Sacramento Regional Transit (SacRT)	Transit Services – requires notice of route disruptions	Blanca Salcedo bsalcedo@sacrt.com Dir. Bus Transportation Mike Fitzpatrick mfitzpatrick@sacrt.com Director of Scheduling

Permits for work on arterial streets are VOID during the annual construction moratorium which begins at 5PM the Friday before Thanksgiving and ends the first business day of January the following year.

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

Will Approve Traffic Control as Submitted for

Each Job Location Site: _____ Date: _____

Traffic Control Plan (if applicable)

Approved By: _____  Date: 5/20/25

Encroachment Permit

Approved By: _____  Date: 5/20/25

SUBCONTRACTOR LIST

Line #	Subcontractor Name	Address	City State Zip	Office Phone	Email Address	Contractor License #	Work Being Performed	Field Person Name	Field Person Cell#
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

SITE LOCATIONS/INTERSECTION			Use this section for overlay/striping/road segments			
Line #	Address/Street Name	Cross Street	From Street	To Street	PCI 50-79	PCI 80+
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

See www.citrusheights.net/456 for more information on Restoration Requirements



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TEMPORARY TRAFFIC CONTROL CONDITIONS

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

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

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

Keep on job site with approved permit copy.



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ENCROACHMENT PERMIT GENERAL PROVISIONS & RESTRICTIONS

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1. **PERMIT:** This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 78-1 of the City Code, adopting 12.08 of Sacramento County Code by reference.
2. **ACCEPTANCE OF PROVISIONS:** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the general and specific conditions hereof.
3. **KEEP PERMIT ON WORK SITE:** This permit is valid only for work done in the incorporated areas of the City of Citrus Heights. Any use of private property for storage of materials, trenching and/or placement of signage (other than traffic control devices) shall be approved by the property owner of the land parcel or acting agent thereof. This permit shall be kept on the worksite and must be shown to any authorized representative of the Agency or any law enforcement officer upon demand.
4. **GENERAL DEPOSIT/FEE:** Applicant shall post a deposit or fee as specified in Chapter 78-1 of the City Code (amount varies according to encroachment type). The deposit may be released 180 days after completion of the work and the project has been signed off by the City Inspector.
5. **INSURANCE REQUIRED:** See attached "Minimum Insurance Requirements".
6. **GUARANTEE:** Should any failure of the work occur within a period of one year after acceptance by the inspector or city staff, or portions thereof which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs to the satisfaction of the City at the contractor's expense.
7. **NOTIFICATION:** Before starting work, the Permittee shall notify Citrus Heights General Service Department, phone (916) 727-4770, two working days in advance of the date work is to begin.
8. **U.S.A. NOTIFICATION REQUIRED:** The Permittee shall notify Underground Service Alert two working days in advance of performing excavation work by calling the toll-free number (800) 642-2444. - U.S.A. notification to be renewed at not more than 14 calendar day intervals. All markings by contractors shall be made with chalk based aerosol paint.
9. **ADDITIONAL NOTIFICATION REQUIREMENTS**
 - a. This permit is for work within the City of Citrus Heights Right of Way only. Applicant is responsible for coordinating and obtaining all other permits, permission, rights, etc. necessary for work both within the City of Citrus Heights Right of Way and beyond the limits covered under this permit. Private property owners must be notified, even if work is in a Public Utility Easement. Permittee is responsible for notifying property owners directly.
 - b. Permittee is responsible to coordinate with Republic Services, to accommodate weekly trash service and bulky pickup "Neighborhood Clean Up" days, as well as the following agencies (see table):

COMPANY	PURPOSE	CONTACT INFO
Republic Services	Residential garbage collection & Neighborhood Clean-Ups (NCU)	Josh Ladas – 916-742-8110 JLadas@republicservices.com
Wells Street Sweeping	Residential Street Sweep	Anthony Duminy – 916-568-0104 Anthony@WellsSweeping.com
USA Markings	Underground Service Alert	800-642-2444
(SacRT) Sacramento Regional Transit	Transit Services – requires notice of route disruptions	Blanca Salcedo , Dir. Bus Transportation Mike Fitzpatrick , Director of Scheduling

10. **UNDERGROUND UTILITIES.** Disregard or destruction of underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the City Engineer. Any utility so damaged shall be immediately reported to the owner and City General Services Department.
11. **PROSECUTION OF WORK:** Any work authorized by this permit shall be performed in a workmanlike, diligent and expeditious manner to the satisfaction of the City Engineer. Any non-storm water runoff must not be allowed into storm drains including washing from concrete or plaster work, vehicle clean-up or maintenance. Applicant is responsible for ensuring that anyone employed to complete the work complies with all the provisions of this permit.
12. **SITE MAINTENANCE:** Applicant is responsible for daily maintenance (24/7) of the project site and haul routes for any imported or exported materials. Stockpiled debris and materials shall be kept clean and orderly and out of traffic lanes and haul routes shall be monitored and swept as required to minimize tracking and dust.
13. **TEMPORARY TRAFFIC CONTROLS:** See attached "Temporary Traffic Control Conditions".
14. **WORK AND MATERIAL:** Work and materials shall be in accordance with the current edition of the County of Sacramento "Standard Construction Specifications" and Current MUTCD California Edition. All work shall be in compliance with the Americans with Disabilities Act.
15. **ROAD CLOSURE:** No highway or street may be closed without first obtaining approval in writing from the City of Citrus Heights, (916) 727-4770. If permission to close a street is granted, it shall be the Permittee's responsibility to notify the Citrus Heights Police Department and Fire Department prior to closing the street.
16. **MAINTAINING AND PROTECTING TRAFFIC CONTROL FACILITIES:** Metal objects (such as manhole frames and lid valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Any traffic signal or detector operation disruption shall be repaired and the system made operational within eight hours of the damage. Should the City elect to provide repair or replacement services, the Permittee shall be required to reimburse the City for all costs involved.
17. **SITE ACCESS:** The applicant is responsible for providing and maintaining an alternate accessible route around the work site at all times. Alternate access routes shall be in compliance with the Americans with Disabilities Act (ADA) and Title 24 of the California Code.
18. **TREES:** Unless specifically approved on the face of this permit, the removal or trimming of a tree(s) requires a separate permit per County ordinance, call (916) 727-4770.
19. **TUNNELING:** No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.
20. **TRENCHING:** Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining shall be kept open to traffic by bridging or backfilling.
21. **BACKFILL AND RESTORATION OF SURFACES:** Restoration requirements are per [CD-18](#) trench restoration detail. Materials and execution per Sac County Construction detail.
22. **CLEANUP:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in a condition equal to or better than existed before work started. All roadside drainage ditches shall be restored to a true grade and intake and outlet ends of all culverts shall be left free from all materials and debris.
23. **RESTORE IMPROVEMENTS:** Removal of existing pavement markings, signs, posts, concrete medians, landscaping, pavement, sidewalk, etc., both in the public right of way and on private property, shall be approved in writing (by the City of Citrus Heights), prior to removal. The applicant is responsible for assuring that all items removed are restored to their original locations and condition as existed prior to removal. Additionally, all temporary signs, pavement markings, storm water BMP's and other devices, marks and structures are completely removed for the work site.
24. **REMOVAL OF USA MARKINGS:** Before the project is accepted as complete, all USA and other construction related markings shall be removed to the satisfaction of the Agency. Removal shall occur within 30 days of the date the markings are no longer needed, or upon completion of the work, whichever is sooner. The Agency will accept natural weathering of markings if the markings disappear within the 30 day period. If the markings are in brick paver or concrete areas and if by natural weathering or other approved removal methods the markings still

remain, the contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Excavators and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with the federal, state and local requirements of the National Pollutant Discharge Elimination System (NPDES) and the Regional Water Quality Control Board.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the Agency at its discretion. The Agency will charge the excavator a service fee equal to the actual costs of removal plus an administrative fee of 20% for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with NPDES.

25. **RECORD DRAWING:** Upon completion of underground or surface work of consequence, the Permittee, at the request of the City Engineer, shall furnish records, drawings to the Department of General Services showing locations and details of work performed.
26. **FUTURE MOVING OF INSTALLATION:** The installation authorized herein shall, upon demand of the City Engineer, be immediately relocated by, and at the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions on the highway may require such relocation. The Permittee must commence such relocation within the time specified in said demand and therefore diligently prosecute the same to completion.
27. **MAINTENANCE:** The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the City right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all damage to the roadway which would not have occurred had such work not been done or such encroachment not placed herein.

28. **ANNUAL HOLIDAY MORATORIUM:**

- **Arterial Streets:** The annual construction and transportation moratorium prohibits all non-emergency work. It goes into effect at 5 PM the Friday before Thanksgiving and ends the first business day of January the following year. Streets restricted are:

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

- **Residential Streets:** There is an annual construction moratorium on all residential streets during the week between the Christmas and New Year holidays, unless it is an emergency.

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www.citrusheights.net

**MINIMUM INSURANCE
REQUIREMENTS
Revised 3.08.2024**

EMAIL: EncPermits@CitrusHeights.net

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Citrus Heights, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL 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 (at least as broad as ISO Form CG 20 12 or CG 20 13).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Citrus Heights, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Citrus Heights, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Citrus Heights.

Waiver of Subrogation

Contractor hereby grants to City of Citrus Heights a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Citrus Heights by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Citrus Heights has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Citrus Heights. The City of Citrus Heights may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Citrus Heights. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Contractor and job – it could be much higher, or in the case of a very small Contractor, you might want it lower] unless approved in writing by City of Citrus Heights. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Citrus Heights may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Citrus Heights reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City of Citrus Heights.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of ***five (5) years after completion of work.***

Verification of Coverage

Contractor shall furnish the City of Citrus Heights with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Citrus Heights 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 City of Citrus Heights reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Citrus Heights reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

City of Citrus Heights reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Keep on job site with approved permit copy.