

**BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
December 16, 2024 beginning at 6:00 PM**



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

**PHONE CALL IN: (253) 205-0468
PHONE MEETING ID: 815 7278 7535**

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://us06web.zoom.us/j/81572787535>

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.

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 233-0440-031-0000

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

Brittney Moore, Missy Pieri, Carlos Urrutia, Tammy Gordon

Negotiating Parties: DCR 10 CA LLC.

Under Negotiation: Price and Terms of Payment

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

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

Negotiating Parties: Ashwani Kumar, Teresita Kumar

Under Negotiation: Price and Terms of Payment

CL-3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

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

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

Case No. 24WM000064

CL-4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

(1 case)

CL-5. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

CONSENT CALENDAR: (I/A)

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

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

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

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

Recommendation:

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

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

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

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

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

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

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

CC-8. Warrants for November 2024 (I)

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

CC-10. Employee Recognitions (I)

CC-11. Long-Range Agenda (I)

CC-12. Engineering Department Report (I)

CC-13. Operations Department Report (I)

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

PRESENTATIONS:

- P-1. Administer Oath of Office to Caryl F. Sheehan
 - Recommendation:
Administer the Oath of Office to the Director of Division 1.

PUBLIC HEARINGS:

None.

STUDY SESSION:

None.

BUSINESS:

- B-1. Discussion and Possible Action for Selection of a Regional Water Authority (RWA) Executive Committee Vice Chair and Executive Committee Members (A)
 - Recommendation:
Provide staff direction concerning the RWA Executive Committee Election.
- B-2. Discussion and Possible Action to Approve Policy Updates and a Cost-Of-Living-Adjustment (COLA) to Salary Schedule 4101.A1; Retiree Insurance Benefits; and Directors’ Compensation (A)
 - Recommendations:
 1. Amend District Policy No. 4101.A1 Salary Schedule to include a market adjustment to the Information Technology Job Series; and a Cost-of-

- Living Adjustment (COLA) effective January 13, 2025; and
- 2. Amend District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 to include a 3.5 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retirees; and
- 3. Amend District Policy 4210 Health Insurance to include a 3.5 percent Cost-of-Living Adjustment to the monthly insurance contribution for staff with Tier 1 benefits; and
- 4. Approve updates to Policy 4310.05 Accrued but Unused Sick Leave at Retirement or Separation, and Policy 4901.02 Employee Meal Expenses
- 5. Provide direction to staff regarding Compensation of the Board of Directors.

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

Recommendations:

Consider selection of President and Vice President of the Board of Directors.

B-4. Appointment of District Officers (A)

Recommendation:

Consider appointments to Officer Positions for the District.

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

Recommendation:

Consider appointments of member of the Board of Directors and Staff to serve as District representatives to various organizations.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

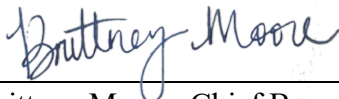
FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

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

ADJOURNMENT:

CERTIFICATION:

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



Brittney Moore, Chief Board Clerk

Dated: December 12, 2024

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
November 18, 2024

The Special Meeting of the Board of Directors was called to order at 6:15 p.m. by President Sheehan.
Present were:

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

Also present were:

Steve Anderson, General Counsel
Tamar Dawson, Assistant Engineer
Tammy Gordon, Director of Public Affairs
Annie Liu, Director of Administrative Services
Melissa Pieri, Director of Engineering / District Engineer
Rebecca Scott, Director of Operations
Kayleigh Shepard, Management Analyst/Deputy Board Clerk
Hilary Straus, General Manager
Andrew Tran, Information Technology Manager

David C. Wheaton, Vice President was not present during roll call, and arrived at 6:23 p.m.

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

- CC-1a. Minutes of the Special Meeting – October 22, 2024 (A)
- CC-1b. Minutes of the Regular Meeting – October 22, 2024 (A)
- CC-1c. Minutes of the Special Meeting – November 7, 2024 (A)

Recommendation:

Approve the minutes of the October 22, 2024 Special and Regular Meetings,
and the minutes of the November 7, 2024 Special Meeting.

- CC-2. Revenue Analysis Report for October 2024 (I)
- CC-3. Assessor/Collector’s Roll Adjustment for October 2024 (I)
- CC-4. Treasurer’s Report for October 2024 (I)
- CC-5. Treasurer’s Report of Fund Balances for October 2024 (I)
- CC-6. Operating Budget Analysis for October 2024 (I)
- CC-7. Capital Projects Summary for October 2024 (I)
- CC-8. Warrants for October 2024 (I)
- CC-9. Purchase Card Distributions for October 2024 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)

- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2024 Water Supply (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Resolution 11-2024 Commending Laura Mason Smith for Facilitation Services to the Citrus Heights Water District (A)

Recommendation:

Adopt Resolution No. 11-2024 Commending Laura Mason-Smith for facilitation services to the Citrus Heights Water District.

ACTION:

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

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

PRESENTATIONS:

None.

PUBLIC HEARINGS:

None.

STUDY SESSIONS:

None.

BUSINESS:

- B-1. Discussion and Possible Action to Approve an Agreement with Rawles Engineering, Inc. for the Minnesota Drive Water Main Project (A)

ACTION:

Director Riehle moved, and Vice President Wheaton seconded the motion to accept the bid of Rawles Engineering, Inc. in the amount of \$427,833.00 and to establish a contingency fund in the amount of \$42,783.30 (10%), for a total amount of \$470,616.30, and authorized the General Manager to execute an agreement with Rawles Engineering, Inc.

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

President Sheehan adjourned the meeting to Closed Session at 6:51 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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

No reportable action.

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-002-0000
Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos Urrutia, Tammy Gordon, Kayleigh Shepard
Negotiating Parties: Ashwani Kumar, Teresita Kumar
Under Negotiation: Price and Terms of Payment

No reportable action.

CL-3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

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

No reportable action.

CL-4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

No reportable action.

President Sheehan adjourned the meeting back to open session at 7:27 p.m.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:27p.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
November 29, 2024

The Special Meeting of the Board of Directors was called to order at 8:01 a.m. by President Sheehan.
Present were:

Caryl F. Sheehan, President
David C. Wheaton Vice President

Attended at a teleconference location:
Raymond A. Riehle, Director

Also present were:

Joshua Nelson, Assistant General Counsel
Hilary Straus, General Manager
Carlos Urrutia, Strategic Advisor

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

BUSINESS:

B-1. Discussion and Possible Action to Adopt Resolution 12-2024 Opposing the merger of the San Juan Water District and the Sacramento Suburban Water District Merger (A)

Recommendation:

Adopt Resolution No. 12-2024 opposing the merger of the San Juan Water District and the Sacramento Suburban Water District

ACTION:

Director Riehle moved, and Vice President Wheaton seconded the motion to adopt Resolution No. 12-2024 opposing the merger of the San Juan Water District and the Sacramento Suburban Water District.

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

President Sheehan adjourned the meeting to Closed Session at 8:12 a.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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

Negotiating Parties: DCR 10 CA LLC.
Under Negotiation: Price and Terms of Payment

No reportable actions.

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-002-0000
Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott,
Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos
Urrutia, Tammy Gordon
Negotiating Parties: Ashwani Kumar, Teresita Kumar
Under Negotiation: Price and Terms of Payment

No reportable actions.

CL-3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

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

No reportable actions.

CL-4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

No reportable actions.

President Sheehan adjourned the meeting back to open session at 9:43 a.m.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 9:44 a.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 10, 2024

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

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

Attended at a teleconference location:
David C. Wheaton, Vice President

Staff and Consultants:

Tammy Gordon, Director of Public Affairs
Habib Isaac, IB Consulting, Rate Advisor
Brittney Moore, Administrative Services Manager/Chief Board Clerk
Viviana Munoz, Customer Service Technician
Annie Liu, Director of Administrative Services
Melissa Pieri, Director of Engineering/District Engineer
Kyler Rayden, BBK Associate, Acting General Counsel
Rebecca Scott, Director of Operations
Kayleigh Shepard, Management Analyst/Deputy Board Clerk
Michael Shorter, Accounting Manager
Hilary Straus, General Manager

Visitors:

Ted Costa, Resident
Susan Bayless, Resident
Julia Eunice, Resident
Andrew Johnson, Resident
Diane Louise, Resident
Kathy Morris, Resident
Michael Nishimura, Resident
Pearl Oen, Resident
Bill Shirley, Resident

After the meeting was called to order, President Sheehan announced that Vice President Wheaton was attending remotely. Although this item was not agendized, President Sheehan requested a motion to allow for Vice President Wheaton to participate virtually. A motion was made by Director Riehle, and approved by all three Board Directors, permitting the remote participation of Vice President Wheaton for the remainder of the meeting.

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

Kathy Morris, Resident
Susan Bayless, Resident
Pearl Oen, Resident
Bill Shirley, Resident

PUBLIC HEARINGS:

President Sheehan declared the three public hearings open at 7:11 p.m.

Chief Board Clerk, Brittney Moore, stated for the record that nine (9) statutorily compliant protest letters were received out of a total possible of twenty-one thousand four hundred ninety (21,490) identified parcels or .041879% of total accounts protesting the proposed water rate increase.

PH-1. Water Rates Effective 2025 (A)

ACTION:

Director Riehle moved, and Vice President Wheaton seconded a motion to conduct the Public Hearing on the proposed Water Rates effective 2025; and to adopt Resolution No. 13-2024 Establishing Water Rates for Citrus Heights Water District effective 2025.

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

PH-2. Miscellaneous Fees and Charges and Capacity Fees Effective 2025 (A)

ACTION:

Director Riehle moved, and Vice President Wheaton seconded a motion to conduct the Public Hearing on the proposed Miscellaneous Fees and Charges, and Capacity Fees effective 2025; and to adopt Resolution 14-2024 Adopting Miscellaneous Fees, Charges and Capacity Fees for Citrus Heights Water District effective 2025.

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

PH-3. 2024 Operating and Capital Improvements Budgets (A)

ACTION:

Vice President Wheaton moved, and Director Riehle seconded a motion to conduct a Public Hearing on the proposed Budget for 2025; and to adopt Resolution 15-2024, establishing the Fiscal Year 2025 Budget.

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

President Sheehan closed the public hearing at 7:27 p.m.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:42 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
November 30, 2024
REVENUE ANALYSIS**

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,602,500	1,193,158	179,706	143,473	201,371	115,208

General Ledger Balance	Total
Outstanding A/R	1,675,771.20
Outstanding Liens	-
Outstanding Grants	740.31
A/R Other	-
Less Unapplied Payments	(115,208)
Total	\$ 1,561,633

**CITRUS HEIGHTS WATER DISTRICT
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
November 30, 2024**

LID	CID	Charge Type	Trans.Date	Reason For Cancellation	Amount
3677	35612	DEFAULT	10/29/2024	ONE-TIME COURTESY	8.31000
8445	43308	DEFAULT	11/12/2024	ONE-TIME COURTESY	33.98000
4285	3817	DEFAULT	11/19/2024	VOIDED DUE TO TITLE COMPANY	7.67000
5426	20511	DEFAULT	10/7/2024	ONE-TIME COURTESY	8.47000
14562	22121	DEFAULT	11/5/2024	ONE-TIME COURTESY	11.99000
81	43254	DEFAULT	11/5/2024	ONE-TIME COURTESY	26.39000
6903	6171	DEFAULT	11/19/2024	ONE-TIME COURTESY	10.79000
15742	29831	DEFAULT	11/19/2024	ONE-TIME COURTESY	6.39000
3931	3576	DEFAULT	10/29/2024	ONE-TIME COURTESY	9.91000
11607	34133	DEFAULT	10/15/2024	ONE-TIME COURTESY	7.51000
4995	24821	DEFAULT	10/29/2024	MISAPPLIED PAYMENT	14.47000
2806	2560	DEFAULT	11/5/2024	MISAPPLIED PAYMENT	7.53000
					\$ 153.41

November 30, 2024

To: Citrus Heights Water District Board of Directors

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

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

The Investment Report lists all short- term, mid-term and long-term investments held at the conclusion of business on the final day of the month. The combined cash and investments in the District's treasury total \$32,816,437 with \$9,640,822 under the management of the Local Agency Investment Fund, California Asset Management Program, Money Market Funds and BMO Bank.

Investments with original cost of \$23,175,614 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 November 30, 2024

Summary of Funds

Fund Name	Par Amount	Book Value	Original Cost	Market Value
BMO Checking Plus Money Market Funds	3,664,837	3,664,837	3,664,837	3,664,837
Local Agency Investment Fund (LAIF)	55,918	55,918	55,918	55,918
California Asset Management Program (CAMP)	5,920,067	5,920,067	5,920,067	5,920,067
CHWD Investment CORE	23,557,061	23,175,614	22,959,703	23,240,822
Total	33,197,883.05	32,816,436.80	32,600,525.17	32,881,643.96

TREASURER'S REPORT TO THE BOARD OF DIRECTORS

For November, 2024

Funds Reconciliation

BMO Beginning Balance 11/1/2024		\$4,225,434
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RECEIPTS/TRANSFERS:

Receipts	2,102,839	
		<u>2,102,839</u>

DISBURSEMENTS/TRANSFERS:

Checks Issued / ACH Payments	2,015,675	
Returned Checks	2,827	
Bank fees	15,407	
Payroll	629,526	
		<u>2,663,436</u>
		<u>(560,597)</u>

Balance Per Bank 11/30/2024		<u>3,664,837</u>
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Outstanding Checks		142,572
Deposit in Transit		<u>109,204</u>

Balance Per Books 11/30/2024		<u>\$3,631,469</u>
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RECONCILEMENT:

BMO Checking Plus Money Market Funds	\$3,664,837
CAMP Pool Account	\$5,920,067
Local Agency Investment Fund	\$55,918

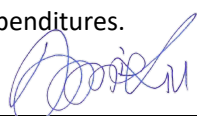
TOTAL LIQUIDY BALANCE	<u>\$9,640,822</u>
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CASH & INVESTMENT SUMMARY:

CHWD-Liquidity	9,640,822
CHWD-Investment Core	<u>23,175,614</u>

Total	<u>32,816,437</u>
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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.

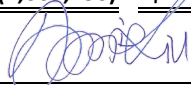

ANNIE Y. LIU
Treasurer
11/30/2024


HILARY M. STRAUS
Secretary

TREASURER'S REPORT OF ACCOUNT BALANCES

11/30/2024

Fund Name	Beginning Balance 01/01/2024	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 11/30/2024
Operating Reserve	\$ 3,943,592					\$ 3,943,592
Operating Fund	\$ 10,181,232	\$ 20,745,601	\$ (18,323,191)	\$ 2,102,839	\$ (2,663,436)	\$ 12,043,044
Rate Stabilization Fund	\$ 1,000,000					\$ 1,000,000
Capital Improvement Reserve	\$ 3,146,633					\$ 3,146,633
Restricted for Debt Service	\$ -					\$ -
Water Supply Reserve	\$ 2,823,173	\$ 200,000				\$ 3,023,173
Water Efficiency Reserve	\$ 200,000					\$ 200,000
Water Meter Replacement Reserve	\$ 1,925,000	\$ 200,000				\$ 2,125,000
Water Main Reserve - Project 2030	\$ 2,521,129	\$ 1,156,699		\$ 76,523		\$ 3,754,351
Fleet Equipment Reserve	\$ 471,395					\$ 471,395
Employment-Related Benefits Reserve	\$ 1,015,536					\$ 1,015,536
	<u>\$ 27,227,690</u>	<u>\$ 22,302,300</u>	<u>\$ (18,323,191)</u>	<u>\$ 2,179,361</u>	<u>\$ (2,663,436)</u>	<u>\$ 30,722,725</u>


ANNIE Y. LIU, Treasurer

TREASURER'S REPORT OF FUND BALANCES
V 3 , 2024

Fund Transfers Summary:

Operating Fund:

Fund Collected/Transferred \$
Fund Disbursed/Transferred \$ ()

Net Fund Transferred: \$ ()

Water Main Reserve - Project 2030 \$..

Citrus Heights Water District
Budget Performance Report
As of 11/30/2024

CC-06

	November <u>Actual</u>	Year-to-Date <u>Actual</u>	Year-to-Date <u>Budget</u>	YTD Variance <u>Amount</u>	Percent of <u>Total Budget</u>	<u>Approved Budget</u>
Revenues						
Metered Service Charges	\$736,921.45	\$11,576,586.12	\$10,858,680.65	717,905.47	98%	\$11,845,833.44
Metered Water Deliveries	511,142.48	6,937,157.47	5,968,731.17	968,426.30	107%	6,511,343.09
Water Main Replacement Revenue	76,522.92	1,233,222.38	1,257,666.67	-24,444.29	90%	1,372,000.00
Penalties	8,719.18	177,974.86	63,422.51	114,552.35	257%	69,188.19
Interest	416,597.94	989,126.35	316,011.30	673,115.05	287%	344,739.60
Backflow Fees	3,536.00	77,668.27	50,655.37	27,012.90	141%	55,260.40
Water Service Install & S&R	1,570.33	40,689.35	8,800.00	31,889.35	424%	9,600.00
Grant Funds **	0.00	88,676.21	2,848,083.33	-2,759,407.12	3%	3,107,000.00
Miscellaneous *	333.80	6,807.79	11,722.79	-4,915.00	53%	12,788.50
Cost Reimbursements	0.00	10,029.69	5,225.04	4,804.65	176%	5,700.04
Income - Wheeling Water	0.00	55,318.65	67,042.51	-11,723.86	76%	73,137.28
Income - Connection Fees	32,595.92	240,165.80	118,168.84	121,996.96	186%	128,911.46
Total Revenue	1,787,940.02	21,433,422.94	21,574,210.17	(140,787.23)	91%	23,535,502.00
Charges & other Miscellaneous Revenue Sources						
**Grant Approved; Pending Draw Down						
Operating Expenses						
Cost of Water						
Purchased Water	834,356.57	2,865,576.90	2,903,541.67	(37,964.77)	90%	3,167,500.00
Ground Water	79,084.69	639,055.77	1,008,367.25	(369,311.48)	58%	1,100,037.00
	913,441.26	3,504,632.67	3,911,908.92	(407,276.25)	82%	4,267,537.00
Labor & Benefits						
Labor Regular	431,753.69	3,916,444.34	3,978,335.77	(61,891.43)	90%	4,340,002.66
Labor Non-Regular	1,097.26	5,094.75	550.00	4,544.75	849%	600.00
Labor Taxes	28,398.73	294,967.70	308,156.87	(13,189.17)	88%	336,171.13
Labor Workers Comp	0.00	79,245.67	91,758.33	(12,512.66)	79%	100,100.00
Labor External	1,500.00	15,600.00	77,419.83	(61,819.83)	18%	84,458.00
Benefits Med/Den/Vis	51,224.44	619,147.90	656,663.10	(37,515.20)	86%	716,359.75
Benefits LTD/Life/EAP	3,785.61	62,312.86	140,631.14	0.00	41%	153,415.79
Benefits CalPers	33,534.32	367,518.63	429,598.62	(62,079.99)	78%	468,653.04
Benefits Other	13,409.70	153,713.90	167,102.68	(13,388.78)	84%	182,293.83
Capitalized Labor & Benefit Contra	(35,369.43)	(538,249.71)	(458,332.42)	(79,917.29)	108%	(499,999.00)
	534,470.96	5,624,042.53	6,106,329.50	(403,968.69)	84%	6,661,450.36
General & Administrative						
Fees & Charges	15,470.53	171,620.34	170,945.01	675.33	92%	186,485.47
Regulatory Compliance/Permits	0.00	94,475.06	225,808.92	(131,333.86)	38%	246,337.00
District Events & Recognition	4,166.80	34,986.91	56,900.25	(21,913.34)	56%	62,073.00

Citrus Heights Water District
Budget Performance Report
As of 11/30/2024

CC-06

	November <u>Actual</u>	Year-to-Date <u>Actual</u>	Year-to-Date <u>Budget</u>	YTD Variance <u>Amount</u>	Percent of <u>Total Budget</u>	<u>Approved Budget</u>
Maintenance/Licensing	3,354.50	220,115.05	194,929.17	25,185.88	104%	212,650.00
Equipment Maintenance	13,076.94	123,585.76	146,850.00	(23,264.24)	77%	160,200.00
Professional Development	3,804.95	81,039.73	159,352.42	(78,312.69)	47%	173,839.00
Dues & Subscriptions	3,395.04	215,173.98	100,812.25	114,361.73	196%	109,977.00
Facility Improvements	0.00	600.00	0.00	600.00	-	0.00
Fuel & Oil	5,915.93	69,578.47	81,858.33	(12,279.86)	78%	89,300.00
General Supplies	17,802.14	95,299.03	104,041.67	(8,742.64)	84%	113,500.00
Insurance - Auto/Prop/Liab	155.11	149,904.93	112,992.92	36,912.01	122%	123,265.00
Leasing/Equipment Rental	2,064.50	39,049.26	28,783.33	10,265.93	124%	31,400.00
Parts & Materials	(53,596.11)	521,999.53	165,000.00	356,999.53	290%	180,000.00
Postage/Shipping/Freight	4,987.07	76,751.97	130,535.17	(53,783.20)	54%	142,402.00
Rebates & Incentives	1,050.00	11,097.04	27,043.50	(15,946.46)	38%	29,502.00
Telecom/Network	3,583.93	57,217.87	58,666.67	(1,448.80)	89%	64,000.00
Tools & Equipment	3,460.74	46,182.74	76,220.83	(30,038.09)	56%	83,150.00
Utilities	3,965.50	35,147.80	(90,594.17)	125,741.97	-36%	(98,830.00)
Write-Off Bad Debt Exp	0.00	13,988.32	4,583.33	9,404.99	280%	5,000.00
Capitalized G&A Contra	(46,736.53)	(478,805.86)	(183,305.83)	(295,500.03)	239%	(199,970.00)
Capitalized Equipment Contra	(23,388.91)	(392,283.48)	0.00	(392,283.48)	-	0.00
	(37,467.87)	1,186,724.45	1,571,423.76	(384,699.31)	69%	1,714,280.47
Professional & Contract Services						
Support Services	140,165.19	1,644,687.96	1,881,956.08	(237,268.12)	80%	2,053,043.00
Legal Services	54,162.40	580,303.56	475,752.75	104,550.81	112%	519,003.00
Printing Services	1,739.10	31,231.64	41,250.00	(10,018.36)	69%	45,000.00
	196,066.69	2,256,223.16	2,398,958.83	(142,735.67)	86%	2,617,046.00
Total Operating Expenses	1,606,511.04	12,571,622.81	14,052,562.33	(1,480,939.52)	82%	15,330,068.00
Net Income / (Expense)	\$ 181,428.98	\$ 8,861,800.13	\$ 7,521,647.83	\$ 1,340,152.30	108%	\$ 8,205,434.00

Citrus Heights Water District
Capital Projects Summary
Fiscal Period End as of 11/2024

Project Number	Project Name	Project Forecast Budget	AMOUNTS PAID			PROJECTION
			Month to Date	Year to Date	Project to Date	Remaining Budget for Total Project
C16-134	Auburn Blvd-Rusch Park Placer	\$538,021	\$30,235	\$67,659	\$76,605	\$461,416
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$400,000
C24-003	Fleet & Field Operations Eqpm	\$330,000	\$0	\$249,676	\$249,676	\$80,324
C24-004	Technology Hardware & Software	\$55,000	\$0	0	\$0	\$55,000
C24-005	Facilities Improvements	\$108,000	\$335	\$78,434	\$78,434	\$29,566
C24-011	Valve Replacement	\$120,000	\$3,926	\$116,601	\$116,601	\$3,399
C24-012	Water Service Connections	\$1,507,000	\$74,550	\$1,016,567	\$1,016,567	\$490,433
C24-013	Water Meter Replacement	\$125,000	\$35,069	\$138,562	\$304,747	(\$179,747)
C24-014	Fire Hydrants-Repl, Upgrades,	\$175,000	\$0	\$131,069	\$131,069	\$43,931
C24-020	Groundwater Well Improvement	\$200,000	\$0	\$0	\$0	\$200,000
C24-101	Minnesota Drive	\$727,000	\$2,687	\$57,824	\$57,824	\$669,176
C24-102	Fair Oaks Blvd at Leafcrest Wy	\$344,000	\$636	\$14,747	\$14,747	\$329,253
C24-103	Menke Way	\$103,000	\$0	\$0	\$0	\$103,000
Construction in Progress		\$4,832,021	\$147,438	\$1,871,139	\$2,047,946	\$2,784,075
C15-104B	Document Management System	\$64,639	\$0	\$0	\$179,755	(\$115,116)
C23-003	Fleet/Field Operations Equip	\$300,727	\$148,122	\$490,722	\$490,722	(\$189,995)
Fleet and Equipment		\$365,366	\$148,122	\$490,722	\$670,477	\$1,138,479
C23-040A	City of Citrus Heights Wachtel	\$0	\$0	\$0	\$16,217	(\$16,217)
Water Mains		\$0	\$0	\$0	\$16,217	(\$16,217)
C22-040E	San Juan Ave Complete Streets	\$0	\$0	\$5,549	\$5,549	(\$5,549)
C23-040	Other City Partnerships	\$100,000	\$0	\$0	\$0	\$100,000
C23-041	Misc Infrastructure Projects	\$100,000	\$0	\$1,245	\$1,245	\$98,755
C23-104	Patton/Pardal/Alondra/Perdez	\$1,010,000	\$41,278	\$748,422	\$748,422	\$261,578
C23-105	Reno Lane 8-inch	\$0	\$0	\$186,002	\$154,944	(\$154,944)
C23-106	Admiral & Anchor 8-inch	\$897,819	\$0	\$799,209	\$851,585	\$46,234
C24-010	Annual Water Main Pipeline Rep	\$51,500	\$0	\$0	\$0	\$51,500
Miscellaneous Projects		\$2,159,319	\$41,278	\$1,740,426	\$1,761,744	\$397,575
C20-107	Well #7 Ella	\$4,442,536	\$7,427	\$207,612	\$1,440,196	\$3,002,340
C23-020	Groundwater Well Improvements	\$100,000	\$0	\$49,760	\$49,760	\$50,240
C23-103	Highland Well #8	\$1,900,000	\$22,678	\$57,719	\$59,657	\$1,840,343
Wells		\$6,442,536	\$30,105	\$315,091	\$1,549,613	\$4,892,923
Grand Totals		\$13,799,242	\$366,943	\$4,417,378	\$4,358,005	\$9,196,835

NOVEMBER 2024 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
78864	ERIC JOHNSON	Customer Refund	\$149.37
78865	DIANE M PETTY ESTATE	Customer Refund	\$13.03
78866	TIMOTHY D BAKER	Customer Refund	\$17.40
78867	KRISTIN MIGUEL OR KAREN M ANDERSON	Customer Refund	\$21.45
78868	ANDREY OR PAVEL OR TAI SIYA DYACHISHIN	Customer Refund	\$69.01
78869	CAL METRO PROPERTIES INC	Customer Refund	\$145.44
78870	ACWA JPIA	Workers Comp Insurance	\$134,173.83
78871	AFLAC	Employee Paid Insurance	\$249.53
78872	AIA SERVICES LLC	Tools/Equipment	\$88.62
78873	ANSWERNET	Telephone-Answering Service	\$363.07
78874	AUTOMATE MAILING SERVICE	Contract Services-Bill Print/Mail	\$12,726.06
78875	BEST BEST AND KRIEGER	Legal & Audit	\$12,398.97
78876	BENDER ROSENTHAL INCORPORATED	Contract Services-Engineering	\$5,856.04
78877	BRYCE CONSULTING INC	Consulting Services	\$1,045.00
78878	BURKETTS	Office Expense	\$7,045.99
78879	CITY OF CITRUS HEIGHTS	Equipment Rental	\$3,652.00
78880	CITRUS HEIGHTS SAW AND MOWER	Repair-Equipment	\$129.29
78881	CITY OF CITRUS HEIGHTS	Permit Fees	\$3,282.50
78882	COGSDALE	Contract Services-Licensing	\$93,254.29
78883	ROBIN COPE	Retiree Insurance	\$520.00
78884	COVINO SMITH AND SIMON	Contract Services-Miscellaneous	\$1,666.67
78885	CRISPIMAGING	Contract Services-Engineering	\$32.64
78886	ERNESTINE FREEMAN	Retiree Insurance	\$174.70
78887	GRAINGER	Small Tools	\$26.32
78888	HARRIS INDUSTRIAL GASES	Supplies-Field	\$143.79
78889	HUNT AND SONS INC	Gas & Oil	\$2,361.11
78890	INDOOR ENVIRONMENTAL SERVICES	Maintenance Agreement-Equipment	\$1,419.60
78891	INTEGRITY ADMINISTRATORS INC	Health Insurance	\$249.05
78892	J COMM INC	Contract Services-Other	\$8,000.00
78893	J4 SYSTEMS	Contract Services-Other	\$6,257.50
78894	MESSENGER PUBLISHING GROUP	Publication Notices	\$225.00
78895	NAPA AUTO PARTS	Repair-Equipment	\$18.21
78896	NINJIO LLC	Dues & Subscriptions	\$390.00
78897	NOR CAL PERLITE INC	Supplies-Field	\$3,169.59
78898	NOWSPEED INC	Contract Services-Other	\$250.00
78899	PAT WEST LLC	Consulting Services	\$6,642.88
78900	QUICK QUACK CAR WASH	Maintenance Agreement-Equipment	\$1,058.30
78901	MARY LYNN SCHERRER	Retiree Insurance	\$174.70
78902	SONITROL	Equipment Rent-Office	\$212.64
78903	HILARY STRAUS	Professional Development	\$45.00
78904	MELINDA M TUPPER	Retiree Insurance	\$520.00
78905	UNITED RENTALS NORTH AMERICA INC	Equipment Rental-Field	\$3,501.88

NOVEMBER 2024 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
78906	HENLEY PACIFIC LA LLC	Repair-Equipment	\$474.71
78907	DEIDRE LM BELFIORE OR ANTHONY POTTER	Customer Refund	\$164.59
78908	LISA A ROHLFING	Customer Refund	\$355.86
78909	MILANA ESTATE LLC	Customer Refund	\$51.01
78910	ACWA JPIA	Workers Comp Insurance	\$106.64
78911	BEST BEST AND KRIEGER	Legal & Audit	\$17,078.80
78912	CITY OF CITRUS HEIGHTS	Equip Rental	\$2,500.00
78913	CITY OF CITRUS HEIGHTS	Permit Fees	\$1,785.68
78914	CITY OF FOSTER CITY	Contract Services-Other	\$582.00
78915	COASTLINE WATER RESOURCES	Customer Refund	\$4,037.50
78916	COLANTUONO HIGHSMITH WHATLEY PC	Legal & Audit	\$10,485.00
78917	GEORGE FIELD	Liabilty / Property Insurance	\$48.47
78918	INTEGRITY ADMINISTRATORS INC	Health Insurance	\$5,000.00
78919	KEI WINDOW CLEANING 12	Janitorial	\$120.00
78920	REPUBLIC SERVICES 922	Utilities	\$403.22
78921	SACRAMENTO LOCAL AGENCY FORMATION COMMISSION	Dues & Subscriptions	\$2,208.00
78922	WEX BANK	Gas & Oil	\$4,587.70
78923	MARIE KUSIAK	Customer Refund	\$11.26
78924	PATRICIA M GRIFFES	Customer Refund	\$79.55
78925	WILLIAM L OR LINDY J RICHARDSON	Customer Refund	\$151.05
78926	BUE SHEA PROPERTIES LLC	Customer Refund	\$7.14
78927	ADAM WILFLEY REVOC TRUST	Customer Refund	\$59.59
78928	SWEET HOMES MANAGEMENT INC	Customer Refund	\$81.50
78929	ROBERT V CROSS	Customer Refund	\$37.69
78930	NIKO LLC	Customer Refund	\$407.82
78931	AAA AUTO REPAIR CENTER	Repair-Trucks	\$3,873.19
78932	ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Read	\$6,720.42
78933	ED ANDREWS	Toilet Rebate Program	\$150.00
78934	BEST BEST AND KRIEGER	Legal & Audit	\$19,474.45
78935	MORGAN BLACK	Toilet Rebate Program	\$75.00
78936	BLUE JAY TRUCKING INC	Contract Services-Other	\$462.00
78937	BSK ASSOCIATES	Water Analysis	\$1,784.73
78938	BURKETTS	Office Expense	\$24.70
78939	COMCAST	Equipment Rental-Office	\$96.68
78940	CONSOLIDATED	Telephone-Local/Long Distance	\$3,087.56
78941	CORELOGIC INFORMATION SOLUTIONS INC	Dues & Subscriptions	\$231.85
78942	ROSE LILY LVNG TRUST	Customer Refund	\$231.74
78943	JESSE FREEMAN	Toilet Rebate Program	\$75.00
78944	FUTURE FORD	Repair-Trucks	\$201.18
78945	TAMMY GORDON	Professional Development	\$220.00
78946	GOVERNMENT PORTFOLIO ADVISORS	Contract Services-Financial	\$1,397.62
78947	IB CONSULTING LLC	Contract Services-Financial	\$15,257.57
78948	ICONIX WATERWORKS	Material	\$1,783.81
78949	J COMM INC	Contract Services-Other	\$2,900.00

NOVEMBER 2024 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
78950	J4 SYSTEMS	Contract Services-Other	\$10,108.70
78951	STEPHEN G KENT	Toilet Rebate Program	\$75.00
78952	KENNETH OR TOME LAMB	Toilet Rebate Program	\$75.00
78953	MICHAEL OR RACHAEL LINZY	Toilet Rebate Program	\$75.00
78954	LOWES	Supplies-Field	\$1,082.56
78955	MACQUARIE EQUIPMENT CAPITAL INC	Equipment Rental-Office	\$512.74
78956	RICK MALFATTO	Toilet Rebate Program	\$75.00
78957	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$3,302.50
78958	NAPA AUTO PARTS	Repair-Equipment	\$218.06
78959	Howard Negley or Valerie Anderson	Toilet Rebate Program	\$225.00
78960	DEBORAH NELSON	Toilet Rebate Program	\$150.00
78961	PACE SUPPLY CORP	Material	\$3,346.94
78962	PACIFIC GAS AND ELECTRIC	Utilities	\$76.84
78963	PIRTEK POWER INN	Repair-Trucks	\$1,079.77
78964	Print Project Management	Printing Services	\$43.10
78965	PROUD AV INC	Contract Services-Other	\$1,364.78
78966	RED WING SHOE STORE	Tools/Equipment	\$1,346.65
78967	RENTAL GUYS	Equipment Rental-Field	\$200.28
78968	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$17,455.08
78969	RAY RIEHLE	Professional Development	\$175.00
78970	LES SCHWAB TIRES	Repair-Trucks	\$435.78
78971	SONSRAY MACHINERY LLC	Repair-Equipment	\$148,121.82
78972	HILARY STRAUS	Professional Development	\$195.00
78973	TEE JANITORIAL MAINTENANCE	Janitorial	\$2,989.00
78974	WATER SYSTEMS CONSULTING INC	Contract Services-Other	\$26,659.08
78975	WATERWISE CONSULTING INC	Contract Services-Other	\$450.00
78976	WARREN CONSULTING ENGINEERS INC	Contract Services-Engineering	\$1,500.00
78977	WEX BANK	Gas & Oil	\$3,825.05
78978	DAVID WHEATON	Professional Development	\$195.00
78979	WIZIX TECHNOLOGY GROUP INC	Equipment Rental-Office	\$457.93
78980	WOLF CONSULTING	Contract Services-Other	\$9,875.00
78981	WYJO SERVICES CORP	Repair-Trucks	\$2,283.05
78982	CHONG XIONG	Toilet Rebate Program	\$75.00
78983	JOHN GORMAN	Customer Refund	\$220.22
78984	EUGENIO CASTILLO OR MARIA WOLKING TRUST	Customer Refund	\$1,840.35
78985	CONSTANCE A MCKINLEY TRUST	Customer Refund	\$176.79
78986	Q SALON AND SPA OR THI DAN NGUYEN	Customer Refund	\$60.81
78987	MARK B BULGER	Customer Refund	\$223.78
78988	Alekandr Yermolov	Customer Refund	\$3,222.10
78989	LESLIE A CASTELLINO TRUST	Customer Refund	\$130.70
78990	STAMAS CORPORATION	Customer Refund	\$1,727.51
78991	KRISTEL OR SONJA T KUBUROVICH	Customer Refund	\$140.44
78992	ERIC TATE	Customer Refund	\$264.52
78993	19SIX ARCHITECTS	Contract Services-Engineering	\$16,141.57
78994	AREA WEST ENGINEERS INC	Contract Services-Engineering	\$552.50
78995	BEST BEST AND KRIEGER	Legal & Audit	\$13,125.00
78996	CALIFORNIA LANDSCAPE ASSOCIATES INC	Janitorial	\$245.00

NOVEMBER 2024 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
78997	CITY OF CITRUS HEIGHTS	Equipment Rental-Office	\$1,478.00
78998	FAST ACTION PEST CONTROL	Contract Services-Miscellaneous	\$184.80
78999	FERGUSON ENTERPRISES INC 1423	Material	\$3,131.94
79000	HUNT AND SONS INC	Gas & Oil	\$1,328.23
79001	INVOICE PROCESSING DEPARTMENT	Contract Services-Miscellaneous	\$14.00
79002	KASL CONSULTING ENGINEERS	Contract Services-Engineering	\$8,558.50
79003	MCCAMPBELL ANALYTICAL, INC	Wells Maintenance	\$1,920.00
79004	NAPA AUTO PARTS	Repair-Equipment	\$151.82
79005	NETFILE INC	Dues & Subscriptions	\$2,200.00
79006	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$726.52
79007	RICOS WINDO COVERINGS AND FILMS	Contract Services-Miscellaneous	\$335.00
79008	SCARSDALE SECURITY SYSTEMS INC	Contract Services-Other	\$168.18
79009	LES SCHWAB TIRES	Repair-Trucks	\$284.06
79010	HENLEY PACIFIC LA LLC	Repair-Trucks	\$75.79
79011	SAN JUAN WATER DISTRICT	Purchased Water	\$834,356.57
Total			\$1,551,647.16
ACH	1168-2024-10 IC	Bank Fee	\$8,239.15
ACH	BMO OCTOBER 2024	Bank Fee	\$1,617.97
ACH	CA CHOICE DECEMBER 2024	Health Insurance	\$57,315.38
ACH	CHASE ON LINE OCTOBER 2024	Bank Fee	\$3,844.72
ACH	FP MAILING -POSTAGE 11/2024	Postage	\$1,000.00
ACH	ICMA 11/7/24 PAYDAY	Deferred Compensation	\$13,633.34
ACH	ICMA 11/14/24	Deferred Compensation	\$25,079.66
ACH	ICMA 11/21/24 PAYDAY	Deferred Compensation	\$13,282.86
ACH	ICMA 11/27/24	Deferred Compensation	\$164.40
ACH	JP MORGAN OCTOBER 2024	See November Agenda Item CC-9	\$18,623.49
ACH	JP MORGAN OCTOBER 2024 AP	See November Agenda Item CC-9	\$15.00
ACH	PERS 10/24/24 PAYDAY	PERS	\$31,021.79
ACH	PERS 11/7/24 PAYDAY	PERS	\$30,934.26
ACH	PRINCIPAL DECEMBER 2024	Health Insurance	\$12,065.39
ACH	VALIC 11/7/24 PD	Deferred Compensation	\$2,810.10
ACH	VALIC 11/14/24	Deferred Compensation	\$755.50
ACH	VALIC 11/21/24 PD	Deferred Compensation	\$2,810.10
ACH	ADP 673670185	Contract Services-Financial	\$424.80
ACH	ADP 674840881	Contract Services-Financial	\$498.90
ACH	ADP 675466067	Contract Services-Financial	\$380.79
ACH	ADP 675973953	Contract Services-Financial	\$412.45
ACH	MID AMERICA 11/12-11/18/2024	Employee Paid Insurance	\$455.00
ACH	US BANK	Interest Expense	\$1,501.10
Total			\$226,886.15
Grand Total			\$1,778,533.31

JP Morgan Purchase Card Distributions
Nov-24

Name	Tools & Equipment	General Supplies	Dues & Subscription	Equipment Maintenance	District Events & Recognition	Prepaid	Professional Development	Printing Services	Postage/Shipping/Fr eight	CIP	Total Bill
Tran	\$ 592.64		\$ 1,744.15								\$ 2,336.79
Nunes		\$ 19.47									\$ 19.47
Liu			\$ 1.99								\$ 1.99
Spiers				\$ 394.22	\$ 47.33						\$ 441.55
Shockley	\$ 2,792.28	\$ 543.02	\$ 462.00		\$ 2,979.19	\$ 6,212.57	\$ 5,258.12	\$ 925.39			\$ 19,172.57
Scott				\$ 216.00	\$ 92.95					\$ 1,856.44	\$ 2,165.39
Shepard			\$ 2.95		\$ 402.53						\$ 405.48
Cutler					\$ 32.24						\$ 32.24
Moore								\$ 763.00	\$ 20.90		\$ 783.90
Straus							\$ 7.00		\$ 30.00		\$ 37.00
Gordon		\$ 16.50			\$ 2,224.50						\$ 2,241.00
Pieri					\$ 159.61	\$ 675.00					\$ 834.61
			\$ 376.55								\$ 376.55
Total Bill	\$ 3,384.92	\$ 578.99	\$ 2,587.64	\$ 610.22	\$ 5,938.35	\$ 6,887.57	\$ 5,265.12	\$ 1,688.39	\$ 50.90	\$ 1,856.44	\$ 28,848.54

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : EMPLOYEE RECOGNITION
STATUS : Information Item
REPORT DATE : November 19, 2024
PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk
 : Kayleigh Shepard, Management Analyst/Deputy Board Clerk

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

Administrative Services

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Dana Mellado		Dana demonstrated exceptional de-escalation skills while working with a customer who was concerned with a suspected meter issue. Despite the challenging interaction, Dana maintained her composure, patiently broke down the consumption data, and provided a clear explanation to help the customer better understand the situation. Her ability to turn a tense conversation into a productive discussion is commendable. Dana's professionalism and calm demeanor deserve recognition.	Dana took initiative to contact the Low-Income Household Water Assistance Program (LIHWAP), to ensure CHWD has additional resources to assist our community.
Brittney Moore	Yes		Volunteered at the Citrus Heights Food Closet's Opportunity to Serve event on Friday, 11/22/24.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Viviana Munoz	Yes		<p>Assisted with coordinating the District’s holiday donation and volunteer initiatives.</p> <p>Volunteered at the Citrus Heights Food Closet’s Opportunity to Serve event on Friday, 11/22/24, showing up with enthusiasm and determination despite the rainy conditions. Viviana’s willingness to support the community in challenging weather reflects her positive spirit and strong commitment to making a difference.</p>
Kayleigh Shepard	Yes	<p>Assisted the Soroptimist club with audio/visual (AV) set up for their November member luncheon.</p> <p>Helped the Soroptimist club to streamline a meeting process.</p>	<p>Billing staff commended Kayleigh on her efforts to coordinate/purchase new ergonomic chairs for staff. Kayleigh’s work on this aligns with JPIA’s Commitment to Excellence Program and risk management best practices.</p>
Beth Shockley		<p>Coordinated an employee appreciation luncheon in October and the Thanksgiving luncheon in November. Beth played a key role in fostering team spirit, bringing warmth and camaraderie to the office.</p> <p>Ensured staff were equipped with safety gear for the Food Bank volunteer event, showing her attention to detail and care for everyone’s well-being. Her efforts went above and beyond to support both our team and the community.</p>	
Mike Shorter	Yes		<p>Volunteered at the Citrus Heights Food Closet’s Opportunity to Serve event on Friday, 11/22/24.</p>

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Desiree Smith	Yes		<p>Assisted with coordinating the District’s holiday donation and volunteer initiatives. Desiree’s organizational efforts ensured the event was well-prepared and impactful, allowing our team to make a meaningful difference in the community. Her leadership and thoughtfulness are deeply appreciated.</p> <p>Desiree created a user-friendly form to streamline the Low-Income Household Water Assistance application process, making this vital resource more accessible to customers who need it most.</p>
Andy Tran	Yes		

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson			Presented at the 11/18/24 Board Meeting for the Minnesota Avenue Award of Construction.
Todd Jordan	Yes	Attended the 11/7/24 Board Meeting.	
Tim Katkanov	Yes		
Ali Shafaq	Yes		
Neil Tamagni	Yes	Worked beyond normal work hours on 11/4/24, 11/5/24, 11/6/24, and 11/7/24 on the Auburn Boulevard Complete Streets Project.	

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Chris Bell	Yes	11/5 – worked at night (minimizing customer impact) to replace a hydrant in conjunction with the City’s Auburn Boulevard project.	
Andrew Callister			Cleaned and organized the Water Quality storage closet, which resulted in compliments from the District’s risk insurance pool representative during the annual safety walk-through inspection.
Jose Calvillo	Yes		Helped complete the replacement of 200 water meters for the District’s annual meter testing program.
Aaron Cater		11/5 – worked at night (minimizing customer impact) to replace a hydrant in conjunction with the City’s Auburn Boulevard project.	
Brady Chambers	Yes		Assisted a District contractor in testing 45 large water meters.
Tim Cutler	Yes		
Kelly Drake	Yes		Helped coordinate the annual meter testing program, including working with Operations and Administration to schedule the work around the existing meter routes to minimize the workload impacts.
James Ferro	Yes		

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Jarrett Flink		11/5 – worked at night (minimizing customer impact) to replace a hydrant in conjunction with the City’s Auburn Boulevard project.	11/28 – While driving with a family member on Thanksgiving, Jarrett saw a large amount of water discharging from the backflow at Bauer’s Carwash. Jarrett drove to the District and grabbed a 2” curb stop key to turn the meter off, and then called the Stand-by employee to notify him that the water was off.
Brandon Goad	Yes		
Ricky Kelley	Yes		Helped complete the replacement of 200 water meters for the District’s annual meter testing program.
Mike Mariedth			Helped complete the replacement of 200 water meters for the District’s annual meter testing program.
Chris Nichols	Yes		
Jace Nunes	Yes	Assisted with set-up for the Thanksgiving employee luncheon.	Developed the list of water meters to test, which included a variety of QA/QC measures, to continue the District’s annual meter testing program. Helped coordinate the annual meter testing program, including working with Operations and Administration to schedule the work around the existing meter routes to minimize the workload impacts.
John Spinella	Yes		

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
DECEMBER 16, 2024 SPECIAL MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : November 26, 2024
 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
January 28, 2025					
January 28, 2025		PSA General Services	Pieri	CC	A
January 28, 2025		On-call Contract for General Construction Services	Pieri/Dawson	CC	A
January 28, 2025		Strategic Plan Update/2025 Strategic Plan Preview	Moore	SS	ID
February 18, 2025					
February 18, 2025	Annual	Investment Portfolio Update	Liu	CC	A
February 18, 2025	Annual	Financial Policies Updates	Liu	B	A
March 25, 2025					
March 25, 2025	Annual	Poster Contest Presentation	Nunes	P	ID
April 22, 2025					
April 22, 2025		2025 Strategic Plan Update	Moore	SS	ID
April 22, 2025		Backflow Resolution	Scott	B	A
May 27, 2025					
May 27, 2025		Annual Financial Report	Liu	CC	A
June 24, 2025					
June 24, 2025		Finance Corporation Officer Appointment and Status of Financing Corporation	Liu	B	A
June 24, 2025	Every 3 Years	Public Health Goals	Hensley	B	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
STATUS : Information Item
REPORT DATE : December 9, 2024
PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project - Pipeline Condition Assessment	Engineering	Director of Engineering, Principal Civil Engineer, Management Analyst	Yes, updates as necessary	Yes	Pipeline Condition Assessment	Segment 1 (42-inch): External Corrosion Direct Assessment in progress. Pipeline Condition Assessment Protocol in process. Staff-level Work Flow Mapping quarterly update meeting held on 10/01/24. Next quarterly update meeting on 01/09/25.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
DISTRICT ENGINEERING STANDARDS	Engineering	Director of Engineering, Engineering and Operations Department	Yes, updates as necessary	No	Develop Engineering Standards for Private Development Projects	Staff reviewing draft standards. Anticipate presentation to Board in Q1 2025.
DISTRICT POLICY UPDATE & DEVELOPMENT (ENGINEERING RELATED)	Engineering	Director of Engineering, Engineering and Operations Department	Yes, updates as necessary	No	Develop and update District Policies that relate to Engineering/Development Projects	Policies 5000 and 7000 Series updated. Anticipate presentation to Board in Q1 2025.
DISTRICT WATER SYSTEM MASTER PLAN	Engineering	Director of Engineering, Principal Civil Engineer, Associate Civil Engineer	Yes, 10/22/24 (Award of Contract)	Yes	Update to the District's Existing Water System Master Plan	Award of Contract occurred at 10/22/24 Board Meeting. Kick-off meeting occurred on 11/19/24.
District-wide Easement Project (Phase 4)	Engineering	Director of Engineering and Assistant Engineer	Yes, updates as necessary	Yes	Obtaining easements for District-owned facilities.	Group 3 Easements in progress. Group 4 Easements in progress. Group 5 Easement complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Buildout	Engineering	Director of Engineering, Principal Civil Engineer, Management Analyst, Technical Advisory Committee	Yes, 07/17/19 (Award of Contract)	Yes	Program for office space requirements through 2045.	Building layout options and report being prepared. Anticipate presentation to the Board on January 13, 2025.
CAPITAL IMPROVEMENT PROJECT - Admiral Ave and Anchor Cir Water Main Project	Engineering	Director of Engineering and Assistant Engineer	Yes, 04/23/24 (Award of Contract)	No	2023 design, 2024 construction	Construction 100% complete. Notice of Completion sent for notarization on 12/09/24. Project closeout in progress.
CAPITAL IMPROVEMENT PROJECT - Minnesota Dr Water Main Project	Engineering	Director of Engineering and Assistant Engineer	Yes, 11/18/24 (Award of Contract)	No	2024 design, 2025 construction	Award of Contract occurred at 11/18/24 Board Meeting. Construction anticipated to begin in Jan 2025.
CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd to Leafcrest Water Main Project	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	2024/25 design, 2025 construction	District preparing 60% plans. Potholing completed in Fall 2024.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	Plan check fees paid 04/13/21. Plans re-signed 05/06/24. Awaiting payment of fee balance.
PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments	Engineering	Director of Engineering and Associate Civil Engineer	No	No	Proposed apartments.	All fees paid. Plans signed on 08/28/23. Awaiting construction.
PRIVATE DEVELOPMENT 7975 Twin Oaks Ave Parcel Split 1 - 3	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split - 1 to 3 lot split; 3 single family homes with frontage improvements.	All comments incorporated. Awaiting payment of fees.
PRIVATE DEVELOPMENT 7501 Greenglen Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel Split - 1 to 2 lot split per SB9; 2 single family homes.	All fees paid. CHWD completed installation of water facilities on 12/02/24.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7401 Mariposa Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split - 1 parcel to 2 parcels.	Parcel split approved by the City. Improvement plans received from the developer on 10/04/24. District provided plan review comments on 10/09/24.
PRIVATE DEVELOPMENT 7939 Hanson Dr Parcel Split 1 - 2	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split - 1 parcel to 2 parcels.	Received plans on 02/28/24. District provided plan review comments on 03/04/24.
PRIVATE DEVELOPMENT 7509 Twin Oaks Ave Food Truck Plaza	Engineering	Director of Engineering and Associate Engineer	No	No	Existing vacant site (with existing water service) to be used for a Food Truck Plaza.	District provided a Will Serve letter on 11/28/23. Improvement plans received from the developer on 12/04/24.
PRIVATE DEVELOPMENT 5740 San Juan Ave Parcel Split 1 - 4	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split 1 parcel to 4 parcels.	Parcel split approved by the City. Improvement plans received from the developer on 08/19/24. Project on hold per developer.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8540 Auburn Blvd Starbucks	Engineering	Director of Engineering and Associate Engineer	No	No	New commercial development.	Work being incorporated into City's Auburn Blvd - Complete Streets Phase 2 project.
PRIVATE DEVELOPMENT 8425 Harper Way New Single Family Dwelling Unit	Engineering	Director of Engineering and Associate Engineer	No	No	New Single Family Dwelling Unit with a 1" water service.	All fees paid. Construction completed and easement obtained.
CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Complete Streets Phase 2	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north. 3 new irrigation services.	Final plans signed on 02/24/23. Fees for irrigation services paid. Construction on water related work began on 07/29/24. Water related construction 60% complete.
CITY OF CITRUS HEIGHTS PROJECT San Juan Ave (Madison Ave to Spicer) Road Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Road Improvements.	Water related work 100% complete. Coordinating payment of water related work to the City. Project closeout in progress.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
COUNTY OF SACRAMENTO AC Overlay Project SACOG 2022 Phase 1 to 3	Engineering	Director of Engineering and Associate Civil Engineer	No	No	County of Sacramento Road Improvements along Greenback Lane from Fair Oaks Blvd. to Hazel Ave. Valve box adjustments on CHWD facilities.	County Awarded Construction Contract in February 2024. Paving complete. Water related construction 90% complete.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : December 4, 2024
 PREPARED BY : Jace Nunes, Management Analyst
 Rebecca Scott, Director of Operations

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

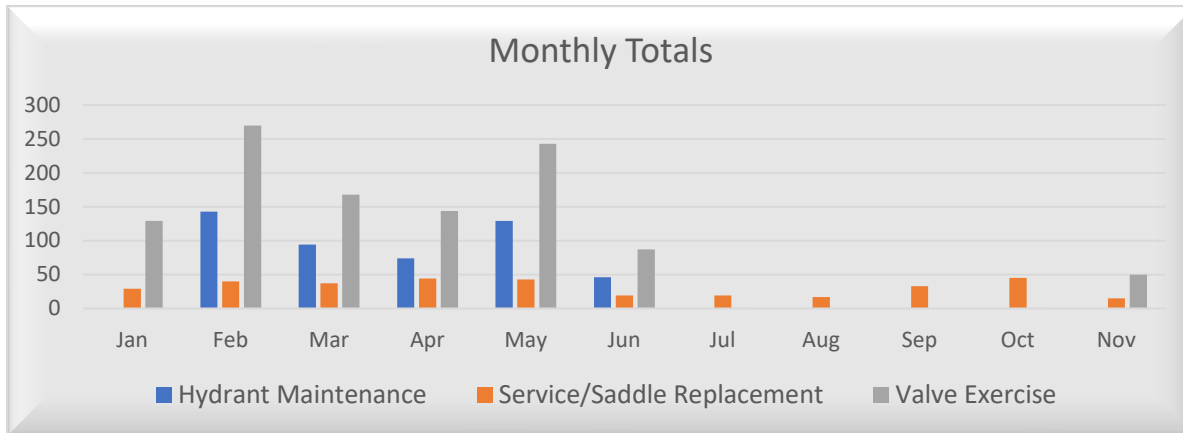
OPERATIONS MONTHLY ACTIVITIES

A. Distribution Division

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

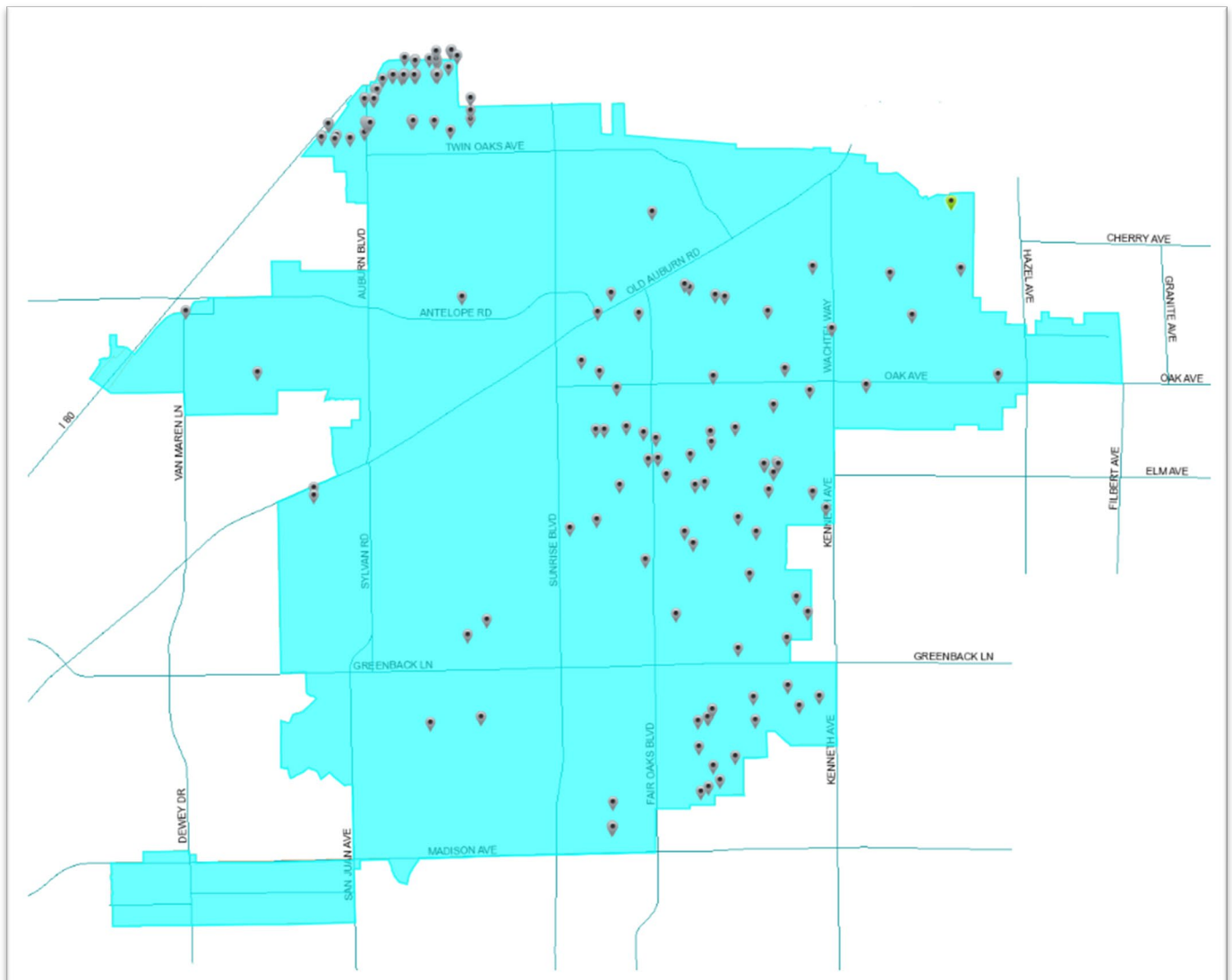
Distribution Maintenance	November 2024	Total CY 2024	Total # in System
Air Valve Inspection (ARV)	0	147	147
Hydrant Maintenance	0	487	2,170
Mainline Repair/Maintenance	0	1	
Meter Box Maintenance	3	27	21,007
Meter Register Replacement	0	192	21,007
Service/Saddle Replacement	15	331	21,007
Valve Exercise	50	1093	4,631
Total	68	2278	

CIP Projects	November 2024	Total CY 2024
C24-010 Water Mainline	0	0
C24-011 Water Valves	1	27
C24-012 Water Services	14	358
C24-013 Water Meters	0	235
C24-014 Fire Hydrants	0	18
C24-103 Pothole Main	0	0
Total	79	638



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

Locations Worked within the Citrus Heights Water District



B. Standby Summary

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

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

C. Operations Specialist

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

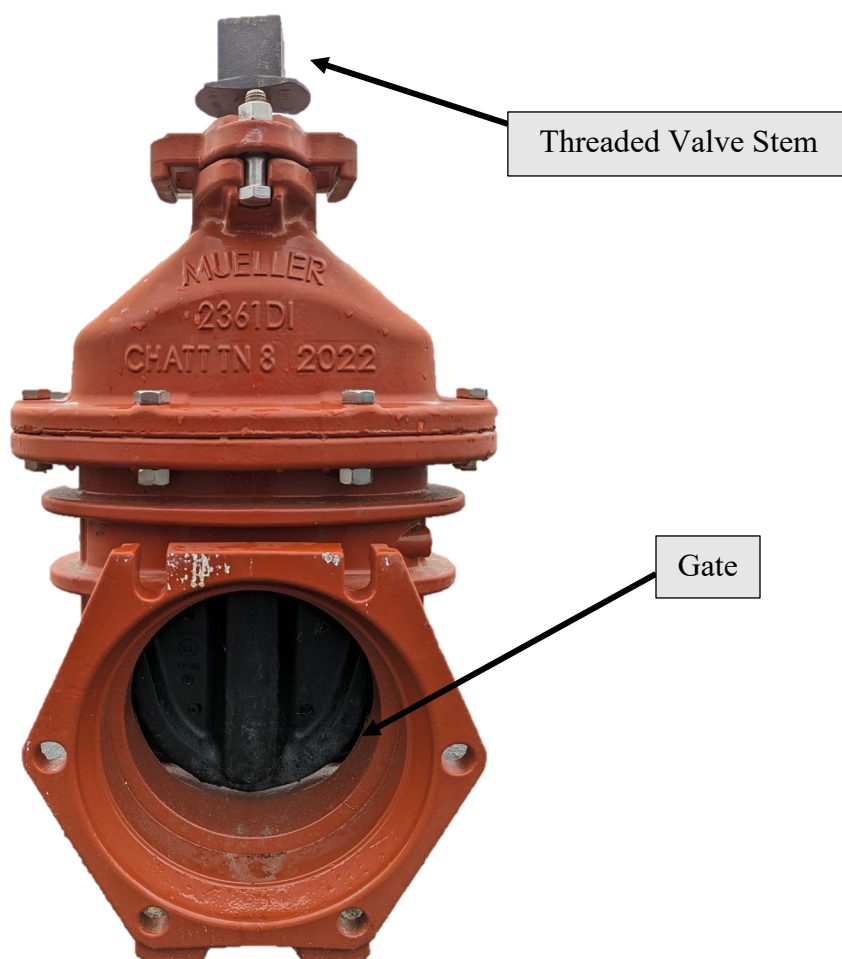
Operations Specialist Summary		
Work Description	November 2024	Total CY 2024
USA Markings	418	3,886
Check for Leak	28	383
Fire Hydrant Investigation	1	4
Locate a Meter	0	0
Turn Water On/Off	14	93
Total	461	4,366

D. Water Quality/Sampling Summary

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

Valve Refresher:

When the District's Operations staff respond to a leak, they rely on mainline valves, which can be used to isolate the section of pipeline, shut down the water, and safely access the leak for repairs. Within CHWD's distribution system, there are approximately 4,600 valves. The most common type within the system are gate valves. The top of a gate valve has a threaded stem that, when rotated, lowers a physical gate to constrict the flow of water. This simple design is reliable and requires minimal up-keep. The District's maintenance crew is responsible for a valve exercising program to ensure they function properly and are capable of shutting down the water in an emergency. The "Distribution Maintenance" table above tracks this work.



CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : 2024 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : December 5, 2024
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 : Rebecca Scott, Director of Operations

OBJECTIVE:

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

Month	2013	2019	2020	2021	2022	2023	2024				Year-to-Date Comparison to 2013	
	Total Water Monthly						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	Comparison to 2013	
	acre feet						acre feet				acre feet	%
Jan	602.52	520.86	519.03	575.54	528.73	501.92	460.92	54.37	515.29	515.29	-87.23	-14.5%
Feb	606.36	447.48	589.8	485.17	605.17	487.3	411.19	56.11	467.30	982.59	-226.29	-18.7%
Mar	819.55	516.87	654.31	601.02	774.74	472.65	488.42	51.30	539.72	1,522.31	-506.12	-25.0%
Apr	1,029.73	682.90	767.24	1,001.96	763.83	698.84	571.47	62.85	634.32	2,156.63	-901.53	-29.5%
May	1,603.43	977.41	1,168.99	1,277.33	1,133.06	1,016.07	982.55	62.36	1,044.91	3,201.54	-1,460.05	-31.3%
Jun	1,816.73	1,328.07	1,475.82	1,541.32	1,288.62	1,265.25	1,356.51	42.64	1,399.15	4,600.69	-1,877.63	-29.0%
Jul	2,059.21	1,582.40	1,682.83	1,643.73	1,536.69	1,513.02	1,602.30	43.68	1,645.98	6,246.67	-2,290.86	-26.8%
Aug	1,924.28	1,603.36	1,660.59	1,538.76	1,461.15	1,494.76	1,438.52	62.63	1,501.15	7,747.82	-2,713.99	-25.9%
Sep	1,509.82	1,297.12	1,381.14	1,333.29	1,228.49	1,220.46	1,263.68	57.44	1,321.12	9,068.94	-2,902.69	-24.2%
Oct	1,297.42	1,083.17	1,185.00	972.09	1,065.99	966.12	1,080.08	79.08	1,159.16	10,228.10	-3,040.95	-22.9%
Nov	911.55	839.06	779.34	576.37	637.25	648.08	618.00	50.79	668.79	10,896.89	-3,283.71	-23.2%
Dec	700.94	548.17	620.34	536.97	541.93	558.87						
Total	14,881.54	11,426.87	12,484.43	12,083.55	11,565.65	10,843.34	10,273.64	623.25	10,896.89	10,896.89		
% of Total							94.28%	5.72%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : December 5, 2024
PREPARED BY : Brian Hensley, Water Resources Supervisor
Rebecca Scott, Director of Operations

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of December 1, 2024, storage in Folsom Lake was at 329,932 acre-feet, thirty-four (34%) of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 66,950 acre-feet in the past month.

The District's total water use during November 2024 (668.79 acre-feet) was twenty-seven percent (27%) below that of November 2013 (911.55 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
STATUS : Information Item
REPORT DATE : December 3, 2024
PREPARED BY : Jace Nunes, Management Analyst
Rebecca Scott, Director of Operations

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

ACTIVITIES AND PROGRESS REPORT

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

The District holds several safety meetings per month. The November safety meetings were titled “Distracted Driving,” “Cold Hard Facts – The Dangers of Cold Stress,” and “Electricity PSA.”

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

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

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

Month	R-GPCD 2024	R-GPCD 2023	% CHANGE
January	67	64	4%
February	66	71	-6%
March	69	60	16%
April	86	88	-3%
May	130	128	2%
June	185	167	11%
July	208	191	9%
August	180	189	-4%
September	170	155	10%
October	144	118	23%
November	84*	70	19%

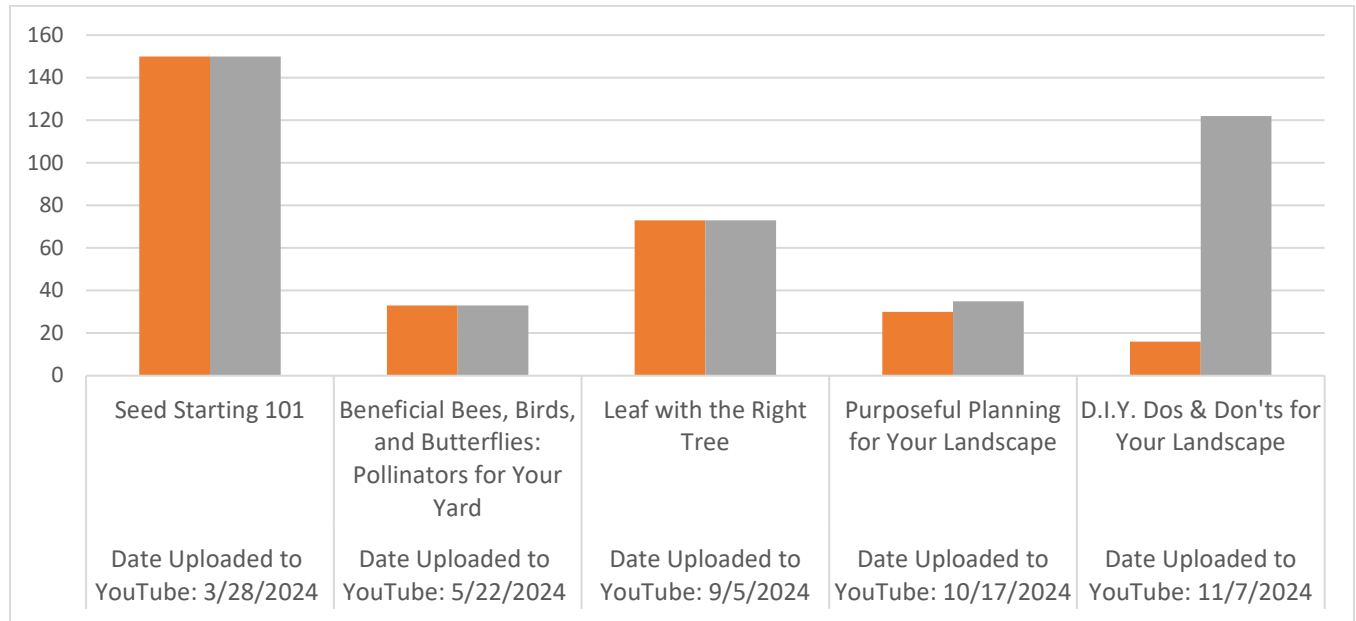
*Preliminary number as of the report date

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

Work Orders	Nov 2024	Nov 2023
CHANGE TOUCH-READ TO RADIO READ	0	1
CONVERT TO RADIO-READ METER	1	36
METER BOX MAINTENANCE	2	5
METER REPAIR	0	0
METER REPLACEMENT	202	109
METER TESTING	0	0
REGISTER REPLACEMENT	0	14
RADIO-READ REGISTER REPLACEMENT	0	7
INSTALL METER	0	0
TOTAL	205	172

Service Requests	Nov 2024	Nov 2023
CONSERVATION REQUEST	10	7
CHECK FOR LEAK	1	0
UNABLE TO OBTAIN METER READ	28	54
TRIM SHRUBS	8	27
METER BURIED	17	29
METER MAINT.	1	12
LOCKED GATE	2	3
RE-READ METER	8	19
READ METER	0	0
METER BOX MAINT.	2	3
MOVE-IN/MOVE-OUT	4	16
CAR OVER METER	6	24
TOTAL	87	194

2024 WaterSmart Class Viewership



■ = Viewership, November 7, 2024

■ = Viewership, December 3, 2024

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : AWARD OF A CONTRACT FOR 2025/2026 ON-CALL TRUCKING SERVICES
 STATUS : Action Item
 REPORT DATE : December 3, 2024
 PREPARED BY : Jace Nunes, Management Analyst
 Rebecca Scott, Director of Operations

OBJECTIVE:

Consider approval of an agreement with Blue Jay Trucking, Inc. for 2025/2026 Trucking Services.

BACKGROUND AND ANALYSIS:

The District’s Operations work crews maintain the District’s underground water infrastructure. This includes, but is not limited to, excavations in streets, driveways, parking lots, and landscaped and unimproved areas for repair to and/or replacement of the District’s underground infrastructure. After the District repairs and/or replaces the underground infrastructure, the excavation area is backfilled with soil materials that are compliant with the standard of the District and the applicable municipal jurisdiction for excavation repair. The backfill soil materials (e.g., sand, crushed rock and aggregate base) are imported to the District’s Corporation Yard by a contracted trucking company for future use in the field. The field excavation spoils (e.g., asphalt, concrete, and excavated native soil) are hauled to the District’s Corporation Yard by the District’s crews for stockpiling. When the stockpiles of the excavated spoils reach a specific quantity, a contracted trucking company is utilized to remove the stockpiles for proper disposal.

The District’s dump trucks are properly sized for the daily operations of small excavations sites such as fire hydrant installations and water service replacements. For larger ongoing excavations, it is more efficient to use larger dump trucks which consist of a truck and trailer(s). Use of the District’s dump trucks requires a class “C” driver’s license, which is the required license for anyone driving a 2-axle vehicle in California. In order to drive a larger dump truck and trailer, the driver must possess a class “A” license, which is not a requirement for any current full-time position at the District. Therefore, contracting out trucking services for use of large dump trucks to import and export materials is essential.

The District issued a Request for Bids for on-call trucking services on October 31, 2024. In response, two electronic bids were received on November 18, 2024. An additional bid was received after the deadline, and therefore determined to be non-responsive. Bid items and bid results are as follows:

Item #	Description	Estimated # of Hours Annually
1	Haul in materials w/transfer (5 axles)	300
2	Haul in materials w/super dump	300
3	Haul in materials w/end dump	275
4	Haul out spoils w/super dump	275
5	Haul out spoils w/end dump	275

Bid results are listed below, and the apparent low bidder is Blue Jay Trucking, Inc. of Sacramento, CA.

Name / Company	Total Bid Amount Based on Estimated #s from Items 1-5
Blue Jay Trucking, Inc.	\$163,875
Dillard Trucking, Inc.	\$198,125
Rawles Engineering, Inc	\$269,725
Golden Gate Trans., Inc	Incomplete Bid

Payments will be based on actual quantities measured in the field, and the total number of hours for each of the bid items is an estimate. The District is seeking to reduce the amount of continuous bidding for annual operations projects; therefore, the bidding on the project has an optional five percent increase for Blue Jay Trucking, Inc. for the 24 months following the end of the initial two-year contract.

RECOMMENDATION:

Accept the bid by Blue Jay Trucking, Inc. for on-call trucking services throughout the District service area, and authorize the General Manager to execute the accompanying agreement with Blue Jay Trucking, Inc.

ATTACHMENT:

Agreement with Blue Jay Trucking, Inc. for Trucking Services

ACTION:

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

**CITRUS HEIGHTS WATER DISTRICT
2025/26 TRUCKING SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of December, 2024 by and between the Citrus Heights Water District, a municipal corporation organized under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California (“District”) and Blue Jay Trucking, Inc., a Corporation with its principal place of business at P.O. Box 292188, Sacramento, CA 95829 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain on call trucking services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing trucking services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of District. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

District desires to engage Contractor to render such services for the Citrus Heights Water District 2025/26 Trucking Services project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the trucking services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date the Agreement is executed until December 31, 2026 and/or the date the District provides the Contractor written notice of completion of said Agreement, unless earlier terminated as provided herein. The District may extend the term of this Agreement for a period not to exceed twenty-four (24) months beyond December 31, 2026 with written notice to Contractor. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor 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 Contractor shall be subject to the approval of District.

3.2.4 District's Representative. The District hereby designates the Operations 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 Agreement. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

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

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

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

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of Two Hundred Dollars (\$200) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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

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

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

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

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

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

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

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or District to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents

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

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

3.2.11 Insurance.

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

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the 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); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, 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*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the District will be promptly reimbursed by Contractor or the District may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the District may suspend or terminate this Agreement.

(D) Additional Insured. The Citrus Heights Water District, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the Citrus Heights Water District, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the District, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District, before the District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the District, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its 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 Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Contractor, the District may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the District shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.2.11.8 Verification of Coverage. Contractor 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.

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

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 [reserved]

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One hundred sixty three thousand eight hundred and seventy five dollars (\$163,875.00) without written approval of District's Director of Operations or designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

3.3.6 Registration. Since 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 Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractor. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

3.5 General Provisions.

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

Contractor:

Blue Jay Trucking, Inc.
P.O. Box 292188
Sacramento, CA 95829
Attn: Jatinder Shoker

District:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to

the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor'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 Contractor'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 Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of District's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against District or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse District and its 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. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.

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

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

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

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

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

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

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no 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.

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

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR 2025/2026 TRUCKING SERVICES AGREEMENT
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT
AND BLUE JAY TRUCKING, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the ____ day of December, 2024.

CITRUS HEIGHTS WATER DISTRICT

BLUE JAY TRUCKING, INC.

By: _____
Hilary M. Straus
General Manager

By: _____

Its: _____

Printed Name: _____

Federal ID No. _____

Business License Number _____ (City of
_____)

EXHIBIT “A”

SCOPE OF SERVICES

The purpose of these Services is to provide on-call trucking services to the District for hauling materials to and from the District facilities and/or job sites. These services include:

- Deliver road base materials, such as aggregate base, sand, cut back and crushed rock from designated locations throughout Sacramento County. Contractor will be responsible for unloading materials into designated storage areas.
- Disposal of trench and road base materials originated by the District’s construction activities. Trench spoils to be picked up from designated locations throughout the District service area and distributed to landfill facilities as identified by District staff. District staff will provide loading services using a backhoe at the designated locations.
- Provide District personnel with trucking slips, dump slips, and road materials slips at the end of each workday.

Note – The vast majority of all materials and spoils being hauled in and out will be from the District’s Corporation Yard at 6230 Sylvan Road, Citrus Heights, CA 95610.

CONTRACT BID ITEMS

Item #	Description	Estimated # of Hours Annually	Hourly Unit Price	Total
1	Haul in materials w/transfer (5 axles)	300		
2	Haul in materials w/super dump	300		
3	Haul in materials w/end dump	275		
4	Haul out spoils w/super dump	275		
5	Haul out spoils w/end dump	275		
GRAND TOTAL ALL ITEMS				

As an *optional addition* to the Bid items for the 24 months following the completion of this contract, please provide a percent increase to the Bid items below:

Item #	Description	% Increase
1	Haul in materials w/transfer (5 axles)	
2	Haul in materials w/super dump	
3	Haul in materials w/end dump	
4	Haul out spoils w/super dump	
5	Haul out spoils w/end dump	

EXHIBIT “B”

SCHEDULE OF SERVICES

The Contractor will have a maximum of two (2) business days to respond to each Notice to Proceed by the District. Work shall be completed within the timeframe set forth in the Notice to Proceed.

EXHIBIT “C”
COMPENSATION

Item #	Description	Estimated # of Hours Annually	Hourly Unit Price	Total
1	Haul in materials w/transfer (5 axles)	300	\$115.00	\$34,500.00
2	Haul in materials w/super dump	300	\$115.00	\$34,500.00
3	Haul in materials w/end dump	275	\$115.00	\$34,500.00
4	Haul out spoils w/super dump	275	\$115.00	\$34,500.00
5	Haul out spoils w/end dump	275	\$115.00	\$34,500.00
GRAND TOTAL ALL ITEMS		\$163,875.00		

As an *optional addition* to the Bid items for the 24 months following the completion of this contract, please provide a percent increase to the Bid items below:

Item #	Description	% Increase
1	Haul in materials w/transfer (5 axles)	5%
2	Haul in materials w/super dump	5%
3	Haul in materials w/end dump	5%
4	Haul out spoils w/super dump	5%
5	Haul out spoils w/end dump	5%

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT WITH JENNIFER LIEBERMANN CONSULTING
STATUS : Action Item
REPORT DATE : December 9, 2024
PREPARED BY : Brittney C. Moore, Administrative Services Manager/Chief Board Clerk

OBJECTIVE:

Consider approval of an agreement with Jennifer Liebermann Consulting for management consulting and facilitation support services.

BACKGROUND AND ANALYSIS:

In September 2024, the District engaged Jennifer Liebermann to co-facilitate the remaining Customer Advisory Committee (CAC) meetings and staff project mapping sessions for the year, as the District's long-time facilitator, Laura Mason-Smith, prepared for retirement. Since then, Jennifer Liebermann has successfully engaged with staff to coordinate ways to further engage District employees, Board of Directors and the CAC.

Jennifer Liebermann has also supported facilitation efforts for many large agencies including Kaiser Permanente, U.S Department of Health and Human Services, and the U.S. Veterans Health Administration.

As CHWD maintains a small staff, utilizing contract resources such as Jennifer Liebermann Consulting is essential to assuring that resources and expertise are available to complete projects in a timely and effective manner.

Staff plans to use the expertise of Jennifer Liebermann in future strategic planning sessions and in future community engagement efforts. These facilitation services are a critical tool to ensuring quality input from groups of customers, staff, the Board, and other stakeholders. As the District continues to grow the Customer Education/Engagement Program these services will be used on an as-needed basis to help shape messages, programs, and projects.

Staff recommends authorizing the General Manager to execute an evergreen, task-order agreement with Jennifer Liebermann Consulting for assistance with strategic planning, facilitation, organizational development, and other District-directed projects that include many stakeholders.

Upon execution of the agreement, District staff will prepare task orders that will be approved by the General Manager or designee. The agreement allows for two billable methods. Task Orders can be based on a time-and-materials/hourly billable agreement (i.e., CHWD only pays for work that is requested by CHWD and performed by the consultant) or a project basis/not-to-exceed amount. The term of the agreement is on-going but includes a fifteen (15) day termination provision by the District or Consultant without cause. Funding for tasks that will occur in 2025 is included in the 2025 Budget.

Jennifer Liebermann will be available via Zoom at the December 16, 2024 Board Meeting to answer any

questions.

RECOMMENDATION:

Approve a task order agreement with Jennifer Liebermann Consulting and authorize the General Manager to execute the agreement.

ATTACHMENTS:

1. Professional Services Agreement with Jennifer Liebermann Consulting
2. Jennifer Liebermann Professional Biography

ACTION:

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

Attachment 1

Professional Services Agreement with Jennifer Liebermann Consulting

**CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR
JENNIFER LIEBERMANN CONSULTING**

1. PARTIES AND DATE.

This Agreement is made and entered into this 16th day of December 2024, 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 Jennifer Liebermann dba Jennifer Liebermann Consulting, a sole proprietorship with its principal place of business at 3189 Lucas Circle, Lafayette, CA (“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 issues pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, as necessary to fully and adequately supply the 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 be from December 16, 2024, until terminated as provided herein. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.2 Responsibilities of Consultant.

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

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

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

3.2.4 RESERVED.

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

3.2.6 Consultant's Representative. Consultant hereby designates Jennifer Liebermann, 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. 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 set forth in an hourly rate sheet.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed. If the task order issued is based on a time and materials/hourly billable basis, then hours of services rendered by Consultant would be included by Consultant in the invoice. 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

Jennifer Liebermann
3189 Lucas Circle
Lafayette, CA 94549

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

Jennifer Liebermann Consulting

By: _____
Hilary M. Straus
General Manager

By: _____
Jennifer Liebermann

Date: _____

Date: _____

Exhibit A Scope of Services

Provide facilitation/management consulting and related services to support CHWD in various meetings and organizational initiatives. Services will include preparation, facilitation, documentation, and follow-up activities to ensure successful outcomes for each engagement.

1. Customer Advisory Committee (CAC) Meetings

The consultant will facilitate CAC meetings to support customer engagement and feedback processes. Services for this task include but are not limited to:

- Conducting preparatory meetings with CHWD staff to align on meeting objectives.
- Developing meeting agendas and materials, including slide deck creation.
- Designing and incorporating interactive activities to encourage participation and discussion.
- Facilitating CAC meetings, ensuring adherence to the agenda and promoting a collaborative environment.
- Drafting comprehensive meeting summaries to document discussions, decisions, and action items.
- Conducting after-session debriefs with staff to review outcomes and identify follow-up actions.
- Developing and administering participant surveys to gather feedback and assess meeting effectiveness.

2. Strategic Planning Session

The consultant will facilitate CHWD's annual strategic planning session to support alignment on goals and priorities. Services include but are not limited to:

- Conducting preparatory meetings with staff and Board members to gather input and refine objectives.
- Preparing the strategic planning session agenda and supporting materials.
- Facilitating the session to ensure productive discussions and consensus-building among participants.
- Drafting a detailed meeting summary to document outcomes, decisions, and next steps.

3. Organizational Development and Team Building

The consultant will support CHWD's organizational development efforts through customized activities and training. Services may include but are not limited to:

- Designing and facilitating team-building activities to strengthen collaboration and communication among staff.
- Providing staff training sessions tailored to organizational needs, including leadership development, communication, and conflict resolution.
- Developing tools and resources to support ongoing organizational growth and development.

4. Facilitation of Project Mapping and Project 2030 Update Initiatives

The consultant will provide facilitation services for CHWD's project mapping efforts, including the nine-Workflow Initiative and Project 2030 updates. Services include:

- Facilitating quarterly mapping meetings to discuss progress, challenges, and next steps.
- Drafting detailed meeting summaries and visual templates outlining project purposes, milestones, and workflows.
- Conducting skills assessments and coaching sessions to enhance project team capabilities.

- Assisting in planning and designing processes to ensure alignment with District goals and timelines.

5. Other special projects as requested and agreed upon

Deliverables

The following deliverables will be provided as part of the contracted services:

- Meeting agendas, materials, and slide decks tailored to specific engagements.
- Meeting summaries capturing discussions, decisions, and actionable items.
- Surveys and feedback tools to evaluate participant experiences and identify areas for improvement.
- Visual templates and other supporting materials for project mapping and strategic initiatives.
- Customized training and development resources for staff when applicable.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____ (YEAR - ##)

Contract: Agreement for Support Services with Citrus Heights Water District Consultant:

 West Yost Associates, Inc.

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

List any attachments: (Please provide if any.)

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

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

Dollar Amount of Task Order: Not to exceed \$_____, _____00 (If NTE)

Completion Date: _____, 20__

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

Citrus Heights Water District

Consultant

Dated: _____

Dated: _____

By: _____

By: _____

Attachment 2


Jennifer Liebermann Professional Biography



CONTACT

 [linkedin.com/in/jliebermann](https://www.linkedin.com/in/jliebermann)

 jenniferliebermann.com

 Jennifer@
JenniferLiebermann.com

ORGANIZATIONS SUPPORTED

- US Department of Health and Human Services
- National Cancer Institute
- US Veterans Health Administration
- Feeding America
- World Vision USA
- Colgate Palmolive
- The Clorox Company
- Grainger
- The UK National Health Service
- Pew Charitable Trusts
- The RWJ Foundation

JENNIFER LIEBERMANN

Principal, Jennifer Liebermann Consulting

Jennifer works at the intersection of strategy and design, helping public and private sector clients reach breakthroughs to implement new projects, programs and futures. She formerly led innovation at Kaiser Permanente.

Jennifer has experience in government, consumer packaged goods, large scale nonprofits and foundations. She is an expert in the process of innovation with a depth of experience in health care.

PROFESSIONAL PRACTICE

JENNIFER LIEBERMANN CONSULTING

Principal

2023 - Present

- Help organizations imagine new futures – like a systems strategy for Food is Medicine – and then help implement that vision by enabling clients to step outside their comfort zones.
- Provide strategic planning, master facilitation and advisory services to organizations in complex environments.
- Work in novel ways, combining rigorous analysis with creative exploration.

KAISER PERMANENTE

Founder and Sr. Director, Garfield Innovation Center

2004 - 2022

- Founded the Garfield Center, Kaiser Permanente's (KP) innovation lab that develops new care models, tests facility designs and explores advanced technologies.
- Led large-scale transformation projects such as Pharmacy Transformation, Future Ways of Work and Inpatient Staffing to reduce \$5B in expense.
- Designed storytelling experiences (Exam Room of the Future, Imagining Care Anywhere) to demonstrate KP's innovation.
- Hosted 113k visitors from 42 countries to share KP innovations.
- Increased employer perception of KP as an innovative organization by 40% after Garfield Center visits.

CVS / ADVANCE PCS

Product Marketing Manager, iScribe

2001-2004

HEALTHFORCE CENTER AT UCSF

Program Manager, Allied Health Workforce vertical

1994 - 1999

CONSULTING SERVICES

TRAINING & EDUCATION

STANFORD D. SCHOOL
DESIGN THINKING BOOT
CAMP

**HARVARD BUSINESS
SCHOOL**
KAISER PERMANENTE
EXECUTIVE LEADERSHIP
PROGRAM

UC BERKELEY
MBA, BUSINESS SCHOOL
MPH, SCHOOL OF PUBLIC
HEALTH

BRYN MAWR COLLEGE
A.B. POLITICAL SCIENCE

MEDIA

- Fast Company
- The Economist
- Harvard Business Review
- National Public Radio
- The New York Times

AWARDS

- Health Data Management,
*50 most powerful women
in Health IT (2018 and 2019)*
- Design Management
Institute, 2017 Design
Value Award

Strategic Planning

Combine rigorous analysis with creative exploration to question assumptions, envision new possibilities and build practical implementation plans for impact.

Master Facilitation

Design and lead high-stakes conversations and collaborative workshops that align diverse perspectives, unlock breakthrough insights and drive meaningful action or transformation.

Advisory

Partner with leaders to strengthen organizational capabilities, orchestrate complex change initiatives and manage large-scale programs to deliver value to clients.

SELECTED CASES

Food is Medicine Systems Strategy

Client: **US Department of Health and Human Services (HHS)**

Designed and facilitated 20+ workshops to engage hundreds of federal and private sector partners. Surfaced needs from states, community-based organizations, federally qualified health centers, researchers, educators and other implementers.

Outcome: Insights from workshop were used to launch the HHS Food Is Medicine website, a toolkit of federal resources and an analytic framework adopted across researchers, care delivery organizations & industry.

Developing a Robust and Diverse Oncology Workforce

Client: **President's Cancer Panel, National Cancer Institute**

Designed and facilitated workshops with 50 participants to develop and retain the oncology clinical and research workforce. Sourced and interviewed expert thought leaders. Surfaced insights to reframe health professions careers as highways with multiple on and off ramps.

Outcome: Insights and recommendations to be presented to POTUS in December, 2024.

GUEST FACULTY

- Veteran's Health Administration
- American Institute of Architects
- Society for Health Care Strategy and Market Development
- America's Health Insurance Plans (AHIP)
- UC Berkeley Executive MBA Program

PROFESSIONAL ORGANIZATIONS

- Innovation Executive Forum
- Corporate Innovation Huddle
- Health Innovators Professional Society
- AMI Learning Network

SELECTED CASES

Integrating Innovation and Research Functions

Client: **Feeding America**

Integrate a new research and design team tasked to transform the charitable food experience. Developed a shared purpose, charter and culture action plan to integrate disparate teams. Conducted executive team interviews to uncover strengths and growth areas, providing insights for partnerships.

Outcome: Positioned the integrated team to tackle the organization's strategic transformation imperatives. Eighty five (85%) of the team agreed that the integration journey "helps us define and align around a future state vision" and "identify opportunities to work better together".

Developing a Sustainable Business Model

Client: **Association for Managers of Innovation (AMI)**

Led strategic planning for a corporate innovation learning network looking to diversifying its membership and engagement model.

Outcome: Launched a corporate sponsorship program to innovate AMI's 40-year-old business model, landing three sponsorships in six months.

Service Learning Program Design

Client: **Partnership for Compassionate Action**

Designed a youth service-learning program concept to connect Gen Z youth across faith and secular communities for two-way learning.

Outcome: Received funding to pilot program.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : AWARD OF A CONTRACT FOR 2025/26 ON-CALL PAVEMENT RESTORATION SERVICES
 STATUS : Action Item
 REPORT DATE : December 3, 2024
 PREPARED BY : Jace Nunes, Management Analyst
 Rebecca Scott, Director of Operations

OBJECTIVE:

Award a contract to Action Asphalt and Concrete, Inc. for 2025/26 On-Call Pavement Restoration Services throughout the District service area for the amount of \$17 per 3” to 6” AC patch paving restoration, \$17 per 3” to 6” AC pipeline trench paving restoration, and \$12 per 1.5”-2” grind & paving restoration.

BACKGROUND AND ANALYSIS:

The District’s Operations work crews maintain the District’s underground water infrastructure, which can be located in roadways, parking lots, and other various paved areas. After the District repairs and/or replaces the underground infrastructure within a paved area, restoration is necessary. Due to the specialized nature of the work, required resources and annual workload requirements, the District does not maintain the equipment or have the staffing resources to restore pavement on an as-needed basis. Therefore, contracting out concrete restoration work is essential.

The quantities of the annual pavement repairs are around 20,000 square feet. The District is located within four municipal jurisdictions, which include the City of Citrus Heights, Sacramento County, Placer County, and the City of Roseville. The scope of work requires the contractor to comply with the requirements set forth by each jurisdictional inspector, as well as a District inspector.

The District issued a Bid Solicitation for on-call pavement restoration services on October 31, 2024. The proposed two-year agreement allows for a one-year extension (if both parties wish to continue the agreement) with a built-in price increase provided by the bidders.

In response to the bid solicitation, two sealed bids were received on November 18, 2024, at which time they were opened and read publicly. The apparent low bidder is Action Asphalt and Concrete, Inc. of Grass Valley, CA. Bids received are as follows:

Bidder	3” to 6” AC Patch Paving Restoration	3” to 6” AC Pipeline Trench Paving Restoration	1.5”-2” Grind & Paving Restoration	Total for <i>Estimated</i> Annual Quantities	Price Escalator for Year 3 (if contract is extended by both parties)
1. Action Asphalt and Concrete, Inc.	\$17	\$17	\$12	\$485,000	Total Increase for all Items: 20%
2. B & M Builders, Inc.	\$20	\$20	\$18	\$590,000	Total Increase for all Items: 20%

RECOMMENDATION:

Approve the accompanying contract with Action Asphalt and Concrete, Inc. for 2025/26 On-Call Pavement Restoration Services throughout the District service area for the amount of \$17 per 3” to 6” AC patch paving restoration, \$17 per 3” to 6” AC pipeline trench paving restoration, and \$12 per 1.5”-2” grind & paving restoration and authorize the General Manager to execute the agreement.

ATTACHMENT:

Contract with Action Asphalt and Concrete, Inc. for 2025/26 On-Call Pavement Restoration Services

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
CONSTRUCTION CONTRACT
2025/2026 ON-CALL PAVEMENT RESTORATION

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of December, 2024 by and between Citrus Heights Water District, an irrigation district organized and operating under the laws of the State of California (“District”) and Action Asphalt and Concrete, Inc., a corporation with its principal place of business at 6245 32nd St, North Highlands, CA 95660. District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing services for on-call pavement restoration related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District. The following license classifications are required for this Project:

- California State Class A – General Engineering Contractor’s License
- California State Class C12 – Earthwork and Paving Contractor’s License

2.3 Project. District desires to engage Contractor to render such services for the Citrus Heights Water District 2025/2026 On-Call Pavement Restoration Project (“Project”) as set forth in this Contract.

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

3. TERMS

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

- Services/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)

- Payment and Performance Bonds (Exhibit “F”)
- Addenda
- Change Orders executed by the District
- 2015 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor’s Bid

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a not-to-exceed Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit “B” attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit “C” attached hereto and incorporated herein by this reference.

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

3.2.2 Substitutions/“Or Equal”. Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request

is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

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

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete the Work under this Contract necessary to comply with each on-call request within 60 days, beginning the effective date of a Notice to Proceed for that call-out (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of (\$200.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a District business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be

uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor the unit price per square foot for patch paving restoration, pipeline trench paving restoration, and grind & paving restoration as specified on the Contract Bid Item Form, and as work is requested by the District. The total amount paid to Contractor shall not exceed four hundred and eighty five thousand dollars (\$485,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 Payment of Compensation. The District will pay Contractor on a monthly basis as provided for herein. On or before the twenty first (21st) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in

accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

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

3.7.5 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

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

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by

the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

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

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

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

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

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects

such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution.

3.7.14 Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

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

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the

SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a “living document” that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor’s sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

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

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

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

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety

of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

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

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

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

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to

disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

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

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

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

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

3.10 Claims; Government Code Claim Compliance.

3.10.1 Resolution of Claims. Notwithstanding any other provision herein, all claims shall be resolved pursuant to the claims resolution process set forth in Public Contract Code

Section 9204. Furthermore, the resolution of claims of \$375,000 or less shall also comply with the claims resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.10.2 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. The District is entitled to recover its reasonable costs incurred in providing such notification.

3.10.3 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the District may terminate this Contract pursuant to Section 3.17.3; provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project 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 required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

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

3.13 Insurance.

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

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

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

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits.

Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

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

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

3.13.3.2 Automobile Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

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

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, employees, agents and authorized volunteers.

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

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

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

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

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

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

3.14 Bond Requirements.

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

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

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

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

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor’s obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such

warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

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

3.17 General Provisions.

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

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall

devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

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

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

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to Contractor, without further acknowledgment by the Parties.

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

CONTRACTOR:

Action Asphalt and Concrete, Inc.
6245 32nd Street
North Highlands, California 95660
Attn: Rich ShROUT

DISTRICT:

Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, California 95610
Attn: General Manager

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

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

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

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

3.17.10 Laws, Venue, and Attorneys' Fees. This 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.

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

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

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

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

3.17.16 Certification of License.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT
AND ACTION ASPHALT AND CONCRETE, INC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the ____ day
of _____, 2024.

CITRUS HEIGHTS WATER DISTRICT ACTION ASPHALT AND CONCRETE, INC

By: _____
Hilary M. Straus
General Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
Clerk of the Board

EXHIBIT “A”

SERVICES / SCHEDULE

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

1. SCOPE OF WORK

The Scope of Work for this project consists of furnishing mobilization, traffic control, and permits, all materials, labor, equipment, fuel, tools, transportation and services for on-call pavement restoration to include final saw cutting or grinding, tack coating, final paving, sand sealing, sweeping, striping, pavement markings, reflective buttons, and hauling and disposal of spoils throughout the Citrus Heights Water District Service Area as shown on the map provided at the end of this Exhibit. The Citrus Heights Water District Service Area is within four local jurisdictions which include the City of Citrus Heights, Sacramento County, Placer County, and the City of Roseville.

Each Notice to Proceed shall be issued by the District as needed and are typically issued five (5) to seven (7) times per year for patch paving (under 1,000 square feet (SF) per location) and one (1) to two (2) times per year for pavement restoration above 1,000 SF at a particular location. The quantities of each patch pavement repair shall be listed in each Notice to Proceed and may vary from a minimum aggregate of 1,000 SF to as large as 3,000 SF. The quantities of each large trench restoration shall be listed in each Notice to Proceed and may vary from a minimum of 1,000 SF to as large as 5,000 SF. The quantities of each grind & paving restoration shall be listed in each Notice to Proceed and may vary from a minimum of 500 SF to as large as 3,000 SF.

The estimate of construction quantities set forth in the Contract is approximate only, being given as a basis for the comparison of bids, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to revise the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the District.

2. DISTRICT FURNISHED ITEMS

- The District shall provide subsurface restoration as required.
- The District shall provide and maintain temporary paving during the time allotted the Contractor, as specified in the Notice to Proceed, to complete the work.
- The District shall provide inspection of the work at no cost to the Contractor.

3. CONTRACTOR FURNISHED ITEMS

- The Contractor shall obtain Encroachment Permits from the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville, as required.
- The Contractor shall furnish Traffic Control Plans approved by the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville as required for each permit.

- The Contractor shall furnish all other material including but not limited to final saw cutting or grinding, re-compaction, tack coating, final paving, sand sealing, sweeping, striping, pavement markings, reflective buttons, and hauling and disposal of spoils.

4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

Bid Item 1, 3” to 6” Asphaltic Concrete (AC) Patch Paving Restoration:

This work includes all items outlined below as required:

Includes mobilization, finish saw cutting or grinding, removal and disposal of saw cuttings or grindings, recompaction, tack coating, AC Paving Restoration to a 3” minimum depth to 6” maximum depth, sand seal, sweeping, thermoplastic striping, thermoplastic pavement markings and reflective markers. All restoration shall be completed in accordance with Section 14 “Restoration of Surfaces” and Section 23 “Asphalt Concrete” of the County of Sacramento Standard Construction Specifications, Placer County requirements, or the City of Roseville requirements. Spoils from demolition shall be properly disposed of by the Contractor outside City/County right-of-way. For work in the City of Citrus Heights and in Sacramento County, Sand Seal Coat used for surface restoration shall comply with Section 14-3.03 “Seal Coats” of the County of Sacramento Standard Construction Specifications. For work in Placer County or in the City of Roseville, restoration of surfaces shall be per the agencies standards and encroachment permit requirements.

3” to 6” AC Patch Paving Restoration includes any AC Paving Restoration that is below the 1,000 SF per jobsite location as agreed upon between the Contractor and the District prior to performing work.

Includes matching the existing asphalt paving depth to within a 3” minimum depth to 6” maximum depth. Any variance from the matching of the existing pavement depth requires approval from the Encroachment Inspector and the District Inspector in advance of restoration.

Includes obtaining Encroachment Permits from the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville, as required. The Contractor shall be responsible for payment of fees associated with all Encroachment Permits including but not limited to submittal fees, drawdown account minimum balances, and inspection fees from the issuing agencies. Includes all costs associated with fully complying with the requirements of the Encroachment Permits and the Encroachment Inspector.

Includes preparing and obtaining approval for Traffic Control Plans as required by the agency issuing the Encroachment Permit. Includes procurement, placement, and removal of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plans. The Contractor shall coordinate required inspections with the issuing agency’s Encroachment Inspector. The Contractor shall comply with the approved Encroachment Permit, and shall implement traffic control procedures as directed by the Encroachment Inspector. The Contract unit price paid includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Plans and implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and stationary mounted signs, project information signs, flagging, and

removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, and as directed by the Encroachment Inspector and the District Inspector.

The contract unit price paid per square foot for 3” to 6” AC Patch Paving Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all items involved in 3” to 6” AC Patch Paving Restoration as stated above, complete in place, as specified in these specifications, and as directed by the Encroachment Inspector and District Inspector. Payment shall be based upon the square footage of paving restoration, not the square footage of sand seal coat.

Bid Item 2, 3” to 6” Asphaltic Concrete (AC) Pipeline Trench Paving Restoration:

This work includes all items outlined below as required:

Includes mobilization, finish saw cutting or grinding, removal and disposal of saw cuttings or grindings, recompaction, tack coating, Asphalt Concrete Paving Restoration to a 3” minimum depth to 6” maximum depth, sand seal, sweeping, thermoplastic striping, thermoplastic pavement markings and reflective markers. All restoration shall be completed in accordance with Section 14 “Restoration of Surfaces” and Section 23 “Asphalt Concrete” of the County of Sacramento Standard Construction Specifications, Placer County requirements, or the City of Roseville requirements. Spoils from demolition shall be properly disposed of by the Contractor outside City/County right-of-way. For work in the City of Citrus Heights and in Sacramento County, Sand Seal Coat used for surface restoration shall comply with Section 14-3.03 “Seal Coats” of the County of Sacramento Standard Construction Specifications. For work in Placer County or in the City of Roseville, restoration of surfaces shall be per the agencies standards and encroachment permit requirements.

3” to 6” AC Pipeline Trench Paving Restoration includes any AC Paving Restoration that is above the 1,000 SF per jobsite location as agreed upon between the Contractor and the District prior to performing work.

Includes matching the existing asphalt paving depth to within a 3” minimum depth to 6” maximum depth. Any variance from the matching of the existing pavement depth requires approval from the Encroachment Inspector and the District Inspector in advance of restoration.

Includes obtaining Encroachment Permits from the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville, as required. The Contractor shall be responsible for payment of fees associated with all Encroachment Permits including but not limited to submittal fees, drawdown account minimum balances, and inspection fees from the issuing agencies. Includes all costs associated with fully complying with the requirements of the Encroachment Permits and the Encroachment Inspector.

Includes preparing and obtaining approval for Traffic Control Plans as required by the agency issuing the Encroachment Permit. Includes procurement, placement, and removal of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plans. The Contractor shall coordinate required inspections with the issuing agency’s Encroachment Inspector. The Contractor shall comply with the approved

Encroachment Permit, and shall implement traffic control procedures as directed by the Encroachment Inspector. The Contract unit price paid includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Plans and implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and stationary mounted signs, project information signs, flagging, and removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, and as directed by the Encroachment Inspector and the District Inspector.

The contract unit price paid per square foot for 3” to 6” AC Pipeline Trench Paving Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all items involved in 3” to 6” AC Pipeline Trench Paving Restoration as stated above, complete in place, as specified in these specifications, and as directed by the Encroachment Inspector and District Inspector. Payment shall be based upon the square footage of paving restoration, not the square footage of sand seal coat.

Bid Item 3, 1.5” to 2” Asphaltic Concrete (AC) Grinding & Paving Restoration:

This work includes all items outlined below as required:

Includes mobilization, finish saw cutting or grinding, removal and disposal of saw cuttings or grindings, recompaction, tack coating, Asphalt Concrete Paving Restoration to a 1.5” minimum depth to 2” maximum depth, sand seal, sweeping, thermoplastic striping, thermoplastic pavement markings and reflective markers. All restoration shall be completed in accordance with Section 14 “Restoration of Surfaces” and Section 23 “Asphalt Concrete” of the County of Sacramento Standard Construction Specifications, Placer County requirements, or the City of Roseville requirements. Spoils from demolition shall be properly disposed of by the Contractor outside City/County right-of-way. For work in the City of Citrus Heights and in Sacramento County, Sand Seal Coat used for surface restoration shall comply with Section 14-3.03 “Seal Coats” of the County of Sacramento Standard Construction Specifications. For work in Placer County or in the City of Roseville, restoration of surfaces shall be per the agencies standards and encroachment permit requirements.

1.5” to 2” AC Pipeline Trench Paving Restoration includes any AC Paving Restoration that is above the 300 SF per jobsite location as agreed upon between the Contractor and the District prior to performing work.

Any variance from the matching of the existing pavement depth requires approval from the Encroachment Inspector and the District Inspector in advance of restoration.

Includes obtaining Encroachment Permits from the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville, as required. The Contractor shall be responsible for payment of fees associated with all Encroachment Permits including but not limited to submittal fees, drawdown account minimum balances, and inspection fees from the issuing agencies. Includes all costs associated with fully complying with the requirements of the Encroachment Permits and the Encroachment Inspector.

Includes preparing and obtaining approval for Traffic Control Plans as required by the agency issuing the Encroachment Permit. Includes procurement, placement, and removal of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plans. The Contractor shall coordinate required inspections with the issuing agency's Encroachment Inspector. The Contractor shall comply with the approved Encroachment Permit, and shall implement traffic control procedures as directed by the Encroachment Inspector. The Contract unit price paid includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Plans and implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and stationary mounted signs, project information signs, flagging, and removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, and as directed by the Encroachment Inspector and the District Inspector.

The contract unit price paid per square foot for 1.5" to 2" AC Pipeline Trench Paving Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all items involved in 1.5" to 2" AC Pipeline Trench Paving Restoration as stated above, complete in place, as specified in these specifications, and as directed by the Encroachment Inspector and District Inspector. Payment shall be based upon the square footage of paving restoration, not the square footage of sand seal coat.

5. ORDER OF WORK

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

- 1) Obtain required Encroachment Permits and develop and obtain approval for required Traffic Control Plans.
- 2) Obtain Notice to Proceed from designated District Operations Staff Member.
- 3) Order and coordinate delivery of material and equipment, and request location services from Underground Service Alert (USA). Telephone: 1-800-642-2444 or 811.
- 4) Complete 1.5" to 2" Asphalt Grind & Paving Restoration including all items therein, using locations and square footages as specified in the Notice to Proceed.
- 5) Obtain approval from the District.

6. CONTRACT TIMELINE

The term of this Contract shall be from the date the Contract is executed until December 31, 2026 and/or the date the District provides the Contractor written notice of completion of said Contract, unless earlier terminated pursuant to the Contract Provisions herein. A Contract Extension Letter Agreement may be issued by the District for a period not to exceed twenty-four (24) months beyond December 31, 2026. Applicable Performance and Payment Bonds will be required as part of the Contract Extension Letter Agreement.

EXHIBIT “B”

PLANS AND SPECIFICATIONS

Construction Details

CITRUS HEIGHTS WATER DISTRICT
2025/26 ON-CALL PAVEMENT RESTORATION PROJECT

The following Construction Details pertain to Citrus Heights Water District’s 2025/26 On-Call Pavement Restoration Project:

Detail SWPPP_100	Storm Drain Inlet Protection – Filter Bag Installation
Detail SWPPP_101	Storm Drain Inlet Protection – Curb Inlet Installation
Detail SWPPP_102	Storm Drain Inlet Protection – Sediment Trap
Detail SWPPP_103	Storm Drain Inlet Protection – Area Inlet Installation
Detail TREN_713CH	4” Through 12” Trench Detail – Pavement – City of Citrus Heights
Detail TREN_713PC	4” Through 12” Trench Detail – Pavement – County of Placer
Detail TREN_713SC	4” Through 12” Trench Detail – Pavement –County of Sacramento

VB_811 WATER MAIN VALVE BOX – STREET-DRIVEWAY

DISTRICT MAP

EXHIBIT “C”

SPECIAL CONDITIONS

ARTICLE 1. BONDS

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

EXHIBIT “D”

**CERTIFICATION
LABOR CODE - SECTION 1861**

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

{CONTRACTOR}

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

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

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

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

Signature: _____

Name and Title: _____

Dated: _____

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate)

Title _____

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

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2024, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited
	<input type="checkbox"/> General

Attorney-In-Fact
 Trustee(s)
 Guardian/Conservator
 Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

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

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by

any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

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

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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2024, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____
Title(s)
- Partner(s) Limited
 - General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT “G”

FEDERAL REQUIREMENTS

[***NOT APPLICABLE***]

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : WATER RATES EFFECTIVE 2025
 STATUS : Action Item
 REPORT DATE : December 12, 2024
 PREPARED BY : Annie Liu, Director of Administrative Services

OBJECTIVE:

Adopt the accompanying resolution to update the Exhibit A in Resolution No. 13-2024 Establishing Water Rates Effective Fiscal Year 2025.

BACKGROUND AND ANALYSIS:

The Board conducted a Public Hearing for proposed Water Rates effective 2025 on December 10, 2024. After the Public Hearing was closed, the proposed Water Rates were adopted by the Board.

Following the rate adoption, staff identified a clerical omission in the 2025 Water Rates exhibit, specifically the exclusion of the “Other Service Charges” section. To address this oversight and ensure the exhibit accurately reflects all applicable charges, staff recommends adopting a new resolution. This resolution will allow for an update to Exhibit A in Resolution 13-2024, ensuring completeness and alignment with the District’s intended actions.

Below is the summary of the rates that were omitted:

<u>Other Service Charges</u>			
<i>Service Charge, Construction Meters</i>			
2½-inch and 3-inch meters	bi-monthly, per meter	\$268.37	\$293.41
<i>Service Charge, North Ridge Country Club Meter (multiplier = 3.00, not annexed)</i>			
	bi-monthly, per meter	\$167.13	\$218.31
<i>Service Charge, Mount Vernon Memorial Park (multiplier = 2.31, based upon property annexed)</i>			
Low flow bypass meter	bi-monthly, per meter	\$0.00	\$0.00
8-inch Combination meter	bi-monthly, per meter	\$1,286.62	\$1,369.48
<i>Usage Charges for Water Consumed</i>			
<i>1 unit = 100 cubic feet = 748 gallons</i>			
<i>Domestic, Commercial, Irrigation, Combination</i>			
All meter sizes	per unit	\$1,600.00	\$1,350.00

RECOMMENDATION:

Adopt Resolution No. 16-2024 Amending Resolution No. 13-2024

ATTACHMENT:

Resolution No. 16-2024 Amending Resolution No. 13-2024

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 16-2024

RESOLUTION OF THE BOARD OF DIRECTORS
AMENDING RESOLUTION 13-2024

NOW THEREFORE BE IT RESOLVED that Exhibit A to this resolution will replace the original exhibit in Resolution 13-2024.

ADOPTED this 16th day of December 2024, by the following vote, to wit:

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

SEAL

CARYL SHEEHAN, President
Board of Directors
Citrus Heights Water District

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 16-2024 adopted by the Board of Directors of Citrus Heights Water District at its special meeting held December 16, 2024.

Brittney Moore, Chief Board Clerk
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
WATER RATES EFFECTIVE 2025
 Adopted -December 10, 2024

Type of Charge	Applied Basis or Frequency	2024 Adopted	2025 Adopted
<u>Charges for Metered Rate Customer Accounts</u>			
<i>Service Charge, Domestic, Commercial & Irrigation Meters</i>			
¾-inch meter	bi-monthly, per meter	\$55.71	\$72.77
1-inch meter	bi-monthly, per meter	\$101.28	\$120.05
1½-inch meter	bi-monthly, per meter	\$177.23	\$198.85
2-inch meter	bi-monthly, per meter	\$268.37	\$293.41
3-inch meter	bi-monthly, per meter	\$556.98	\$592.85
4-inch meter	bi-monthly, per meter	\$982.30	\$1,034.13
<i>Service Charge, Combination Meters</i>			
Low flow bypass meter			
4-inch meter	bi-monthly, per meter	\$268.37	\$293.41
6-inch meter	bi-monthly, per meter	\$556.98	\$592.85
8-inch meter	bi-monthly, per meter	\$982.30	\$1,034.13
10-inch meter	bi-monthly, per meter	\$3,215.23	\$3,350.85
<u>Other Service Charges</u>			
<i>Service Charge, Construction Meters</i>			
2½-inch and 3-inch meters	bi-monthly, per meter	\$268.37	\$293.41
<i>Service Charge, North Ridge Country Club Meter (multiplier = 3.00, not annexed)</i>			
	bi-monthly, per meter	\$167.13	\$218.31
<i>Service Charge, Mount Vernon Memorial Park (multiplier = 2.31, based upon property annexed)</i>			
Low flow bypass meter	bi-monthly, per meter	\$0.00	\$0.00
8-inch Combination meter	bi-monthly, per meter	\$1,286.62	\$1,369.48
<hr/>			
<i>Usage Charges for Water Consumed</i>		<i>1 unit = 100 cubic feet = 748 gallons</i>	
<i>Domestic, Commercial, Irrigation, Combination</i>			
All meter sizes	per unit	\$1.6000	\$1.3500
<hr/>			
<u>Project 2030 Designated Charge</u>			
<i>Service Charge, Domestic, Commercial & Irrigation Meters</i>			
¾-inch meter	bi-monthly, per meter	\$4.20	\$6.90
1-inch meter	bi-monthly, per meter	\$10.50	\$17.25
1½-inch meter	bi-monthly, per meter	\$21.00	\$34.50
2-inch meter	bi-monthly, per meter	\$33.59	\$55.20
3-inch meter	bi-monthly, per meter	\$73.48	\$120.75
4-inch meter	bi-monthly, per meter	\$132.30	\$217.35
<i>Service Charge, Combination Meters</i>			
Low flow bypass meter			
4-inch meter	bi-monthly, per meter	\$33.59	\$55.20
6-inch meter	bi-monthly, per meter	\$73.48	\$120.75
8-inch meter	bi-monthly, per meter	\$132.26	\$217.35
10-inch meter	bi-monthly, per meter	\$440.86	\$724.50

* Proposed Rates for Charges for Metered Rate Customer Accounts include the automatic adjustments to the rates to reflect increases in wholesale water charges imposed on District by the San Juan Water District. The rates will be updated if further changes are made to the wholesale Rates, with proper notice.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : ADMINISTER OATH OF OFFICE TO CARYL F. SHEEHAN
STATUS : Discussion Item
REPORT DATE : December 5, 2024
PREPARED BY : Brittney Moore, Administrative Services Manager / Chief Board Clerk

OBJECTIVE:

The Oath of Office will be administered to Director of Division 1—Caryl F. Sheehan.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO CONSIDER SELECTION OF A REGIONAL WATER AUTHORITY EXECUTIVE COMMITTEE VICE CHAIR AND EXECUTIVE COMMITTEE MEMBERS

STATUS : Discussion and Action Item

REPORT DATE : December 9, 2024

PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

OBJECTIVE:

Consider Selection of a 2025 Vice Chair and members for Regional Water Authority’s (RWA) Executive Committee.

BACKGROUND AND ANALYSIS:

The Citrus Heights Water District (CHWD) recently received email correspondence and accompanying materials from RWA regarding an Election to select a Vice Chair and Executive Committee members for a 12-month term beginning January 2025.

RWA’s nine-member Executive Committee was established to coordinate and monitor the activities of RWA staff, review and approve routine business decisions, and serve as a sounding board for ideas on behalf of the Board of Directors.

The attached Ballot and 2025 Election Roster were included with the email correspondence.

The Ballot permits the CHWD Board of Directors to select one 2025 Vice Chair Candidate, and an option to rank five candidates for the 2025 Executive Committee. The completed ballot with the CHWD-selected candidate and rankings will be sent to RWA to be tallied with other agencies’ ballots.

If CHWD’s Board elects to vote, it may do so by motion. The ballot will be returned to RWA electronically on Tuesday, December 17, 2024.

RECOMMENDATION:

Provide staff direction concerning the RWA Executive Committee Election.

ATTACHMENT:

RWA Election materials

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

RWA Board of Directors - 2024

* Names highlighted in red are Executive Committee members

California American Water Audie Foster, General Manager Evan Jacobs, Operations Manager
Carmichael Water District Ron Greenwood, Board Member Cathy Lee, General Manager
Citrus Heights Water District Caryl Sheehan, Director Raymond Riehle, Director (alternate) Hilary Straus, General Manager Rebecca Scott, Director of Operations (alternate)
City of Folsom YK Chalamcherla, Councilmember Marcus Yasutake, Environmental/Water Resources Director (alternate)
City of Lincoln Holly Andreatta, Councilmember Matthew Medill, Public Works Director Chris Nelson, Environmental Services Manager (alternate)
City of Roseville Pauline Roccucci, Councilmember Scott Alvord, Councilmember (alternate) Sean Bigley, Assistant Environment Utilities Director Rich Plecker, Director of Utilities (alternate) George Hanson, Water Utilities Manager (alternate)
City of Sacramento Lisa Kaplan, Councilmember Shoun Thao, Councilmember (alternate) Brett Ewart, Water Policy & Regional Planning Supervising Engineer, Chair Michelle Carrey, Supervising Engineer (alternate) Anne Sanger, Policy and Legislative Specialist (alternate)
City of West Sacramento Martha Guerrero, Councilmember William "Bill" Roberts, Director of Public Works and Operations, Vice Chair
City of Yuba City Wade Kirchner, Councilmember Benjamin Moody, Public Works & Development Services Director
Del Paso Manor Water District Gwynne Pratt, Board Member Adam Coyan, General Manager
El Dorado Irrigation District Pat Dwyer, Director/Board President Jim Abercrombie, General Manager Brian Mueller, Engineering Director (alternate)

<p>Elk Grove Water District Tom Nelson, Board Chair Bruce Kamilos, General Manager</p>
<p>Fair Oaks Water District Randy Marx, Board Member Tom Gray, General Manager</p>
<p>Georgetown Divide Public Utility District Michael Saunders, Board Member Nicholas Schneider, General Manager Adam Brown, Operations Manager (alternate)</p>
<p>Golden State Water Company Paul Schubert, General Manager of Utility Operations Sean Twilla, General Manager and Chief Treatment Operator (alternate)</p>
<p>Nevada Irrigation District Ricki Heck, Board Member Karen Hull, Board Member (alternate) Greg Jones, Assistant General Manager Jennifer Hanson, General Manager (alternate)</p>
<p>Orange Vale Water Company Robert Hunter, Board Member</p>
<p>Placer County Water Agency Robert Dugan, Board Member Tony Firenzi, Director of Strategic Affairs Andy Fecko, General Manager, (alternate) Mike Lee, Board Member, (alternate)</p>
<p>Rancho Murieta Community Services District Tim Maybee, Director Mimi Morris, General Manager</p>
<p>Sacramento County Water Agency Patrick Kennedy, Supervisor Michael Grinstead, P.E. Principal Civil Engineer</p>
<p>Sacramento Suburban Water District Robert "Bob" Wichert, Board Member Dan York, General Manager Jay Boatwright, (alternate) Craig Locke, (alternate) Dave Jones, (alternate) Kevin Thomas, Board Member (alternate)</p>
<p>San Juan Water District Dan Rich, Director Greg Zlotnick, Water Resources and Strategic Affairs Ted Costa, Board President (alternate) Paul Helliker, General Manager (alternate)</p>



**REGIONAL WATER AUTHORITY
OFFICIAL 2025 VOTING BALLOT**

AGENCY NAME: _____

VOTING MEMBER: _____

1. RWA 2025 VICE CHAIR

Michael Saunders, Georgetown Divide Public Utility

2. RWA 2025 Executive Committee

***REGARDLESS OF YOUR SELECTION ABOVE PLEASE RANK THE CANDIDATE IN
NUMERICAL ORDER (1-5) OF YOUR PREFERENCE, WITH 1 BEING THE MOST
DESIRED AND 5 BEING THE LEAST***

Sean Bigley, City of Roseville

Ron Greenwood, Carmichael Water District

Brett Ewart, City of Sacramento

Chris Nelson, City of Lincoln

Robert Wichert, Sacramento Suburban Water District

I certify that I have been identified by my agency as the member representative of my agency as outlined in the RWA election policy. Please consider this completed ballot as my agency's vote.

Agency Representative Signature

Date

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE POLICY UPDATES AND A COST-OF-LIVING ADJUSTMENT TO SALARY SCHEDULE 4101.A1; RETIREE INSURANCE BENEFITS; AND DIRECTORS' COMPENSATION

STATUS : Action Item

REPORT DATE : December 5, 2024

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

OBJECTIVE:

1. Consider amending District Policy No. 4101.A1 Salary Schedule to include a market adjustment to the Information Technology (IT) Job Series; and a Cost-of-Living Adjustment (COLA) to all other Job Series effective January 13, 2025.
2. Consider amending District Policy No. 4831, Insurance Benefits for Retirees Retiring After March 19, 1996, for consistency with the amended Salary Schedule.
3. Consider amending District Policy No. 4210, Health Insurance, for consistency with the amended Salary Schedule.
4. Consider amending District Policy No. 4310.05, Accrued but Unused Sick Leave at Retirement or Separation, to clarify how sick leave can be converted to CalPERS service credit at retirement.
5. Consider amending District Policy No. 4901.02, Employee Meal Expenses, to clarify when employees are eligible for meal reimbursements.
6. Provide direction to staff regarding Compensation of the Board of Directors.

BACKGROUND AND ANALYSIS:

Proposed Adjustments to District Salary Schedule 4101.A1

CHWD Policy 4102, Salary Cost of Living Adjustments (COLA), provides for considering a COLA not to exceed 5 percent, to CHWD's salary schedule upon recommendation by the General Manager and approval by the Board of Directors.

In an effort to balance costs and available resources in the upcoming budget year, COLA data from 17 comparable agencies were reviewed, along with the District's financial resources, and based upon direction provided by the Board on September 23, 2024, a COLA adjustment of 3.5 percent for 2025 is included in the recommended action/motion as part of this Board agenda item.

Accompanying this report is the current Salary Schedule Policy No. 4101.A1 (Attachment 2), and a proposed revised Salary Schedule (Attachment 3) that includes salary range adjustments that reflect the recommended 3.5 percent increase.

Additionally, a 6.75 percent market adjustment for the Information Technology (IT) Job Series is calculated in the revised Salary Schedule in lieu of the proposed 3.5 percent COLA. The Board provided consensus direction in September 2024 to adjust this classification, as Compensation Study data shows that it is more than 5 percent below market. The methodology for this adjustment is pursuant to language in Policy 4102.10, Salary Survey, “In the event that the District’s salary schedule is amended due to a salary survey, amendment of the current salary schedule by a COLA will not apply”.

The revised schedule shows salary ranges based upon hourly rates and a calculated average monthly rate based upon the hourly rate. Dollar amounts on the schedule are rounded to the nearest whole cent or dollar as applicable.

Retiree Insurance Benefits

District Human Resources Policy No. 4831 Insurance Benefits for Retirees Retiring After March 19, 1996, states that the amount of District financial participation in retiree health insurance set forth in the policy will be amended annually in the amount of the percent change in the CPI-U referenced above. In keeping with past practice to apply the same COLA to the insurance benefits for retirees as applied to District staff salaries, a copy of Policy No. 4831 is attached as Attachment 4, with a 3.5 percent increase to the retiree insurance benefit.

Traditional Health Benefits

District Human Resources Policy No. 4210 Health Insurance states that employees who were hired on or prior to February 1, 2019, and have opted to keep the District’s traditional health benefits (Tier 1) Western Health Advantage and Kaiser Gold Plans, the District will contribute up to \$2,000 monthly for an employee’s health benefits premium. This Board approved the contribution increase from \$1,800 to \$2,000 effective fiscal year 2024 to address rising healthcare costs.

In 2025, District healthcare costs will increase by an additional 12 percent, resulting in out-of-pocket premium increases of up to 824 percent for Tier 1 employees. To mitigate these impacts while maintaining affordability, staff recommends applying a 3.5 percent cost-of-living adjustment (COLA), effective February 1, 2025 to the District’s monthly contribution for Tier 1 employees. By approving this change, the 2025 cost increase for the District is approximately \$10,080. A copy of Policy No. 4210 is attached as Attachment 5, with a 3.5 percent increase to the Tier 1 benefit contribution.

No changes are recommended at this time for employees hired after February 1, 2019 (Tier 2), as their expanded benefits include full District coverage of premiums for a Kaiser Platinum Plan for employee and family. There is currently no financial impact to Tier 2 employees.

Cost-of-Living Adjustment for Directors’ Compensation

The Board of Directors approved Ordinance No. 01-2017 on April 5, 2017, setting Directors’ compensation

at \$150 per day for attending Board meetings and other Board-sanctioned functions. This amount was an update from the previous rate of \$145 per day set forth in Ordinance 01-2008, approved on January 8, 2008.

Under the current Ordinance and District Board of Directors and Officers Policy 2040 (Attachment 6), changes in compensation of Directors requires approval of the Board of Directors (adoption of a new ordinance adjusting the compensation) during an Open Session at a Regular Meeting held at least 60 days prior to the effective date of the change.

A 3.5 percent COLA increase in Directors' compensation would result in an increase of \$5.25 in the daily compensation rate, making the rate \$155.25 for 2025.

Using historical data from the U.S. Bureau of Labor Statistics (BLS), the cumulative Cost-of-Living Adjustment (COLA) from 2017 through 2023 shows that if Directors' compensation had been adjusted annually to keep pace with inflation, the compensation rate in 2024 would be approximately \$196.03. The table below outlines the inflation adjustments applied to the \$150 daily rate established in 2017:

Year Ending	BLS Data (%)	Compensation Year	Compensation
Dec-17	3.1	2018	\$ 154.65
Dec-18	3.1	2019	\$ 159.44
Dec-19	2.8	2020	\$ 163.90
Dec-20	1.5	2021	\$ 166.36
Dec-21	7.1	2022	\$ 178.17
Dec-22	6.2	2023	\$ 189.22
Dec-23	3.6	2024	\$ 196.03

If the Board wishes to amend Director's compensation, a new ordinance will be prepared for consideration at a future Board meeting. If adopted, the ordinance would go into effect 60 days following adoption, pursuant to provisions of the State Water Code.

Other HR Policy Updates

As part of the District's commitment to maintaining effective and legally compliant human resources (HR) policies, staff and legal counsel conduct an annual review of the HR policies (4000 Series). This review ensures that the policies align with best practices, statutory requirements, and operational clarity. The most recent updates to the 4000 Series were approved by the Board in August 2024.

Since the last update, staff have inquired about two specific policies. Policy 4310.05, Accrued but Unused Sick Leave at Retirement or Separation, and Policy 4901.02, Employee Meal Expenses. To address these inquiries, staff consulted with CHWD's employment practices legal counsel to evaluate potential refinements to the language and intent of these policies.

Based on legal counsel's recommendations, the following revisions are proposed: Policy 4310.05, Accrued but Unused Sick Leave at Retirement or Separation (Attachment 7), staff recommends adding language to clarify the amount of unused sick leave that can be reported to CalPERS for service credit conversion upon retirement. The updated language will provide employees with clear guidance on how their accrued sick leave may be utilized for service credit, ensuring transparency and alignment with CalPERS requirements.

For Policy 4901.02, Employee Meal Expenses (Attachment 8), Employment Practices Counsel proposes language refinements to specify eligibility criteria for meal reimbursements, the circumstances under which employees qualify, and the applicable reimbursement or per diem amounts. The additional language aims to eliminate ambiguity and ensure consistent application of meal reimbursement policies across all employees.

RECOMMENDATIONS:

1. Amend District Policy No. 4101.A1 Salary Schedule to include a market adjustment to the Information Technology Job Series; and a Cost-of-Living Adjustment (COLA) effective January 13, 2025; and
2. Amend District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 to include a 3.5 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retirees; and
3. Amend District Policy 4210 Health Insurance to include a 3.5 percent Cost-of-Living Adjustment to the monthly insurance contribution for staff with Tier 1 benefits effective February 1, 2025; and
4. Approve updates to Policy 4310.05 Accrued but Unused Sick Leave at Retirement or Separation, and Policy 4901.02 Employee Meal Expenses
5. Provide direction to staff regarding Compensation of the Board of Directors.

ATTACHMENTS:

1. Consumer Price Index, West Region – October 2024
2. Current Policy No. 4101.A1 – 2024 Salary Schedule
3. Proposed Policy No. 4101.A1 – 2025 Salary Schedule Effective 1/13/2025
4. Proposed Policy No. 4831 with redlined edits – Retiree Insurance Benefits
5. Proposed Policy No. 4210 with redlined edits – Health Insurance
6. Policy No. 2040 – Director’s Compensation
7. Proposed Policy No. 4310.05 with redlined edits – Accrued but Unused Sick Leave at Retirement or Separation
8. Proposed Policy No. 4901.02 with redlined edits – Employee Meal Expenses

ACTION:

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

Attachment 1

Consumer Price Index, West Region

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News Release Information

24-2344-SAN
Wednesday, November 13, 2024

Contacts

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(415) 625-2270
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www.bls.gov/regions/west

Media contact:

(415) 625-2270

Related Links

[CPI historical databases](#)

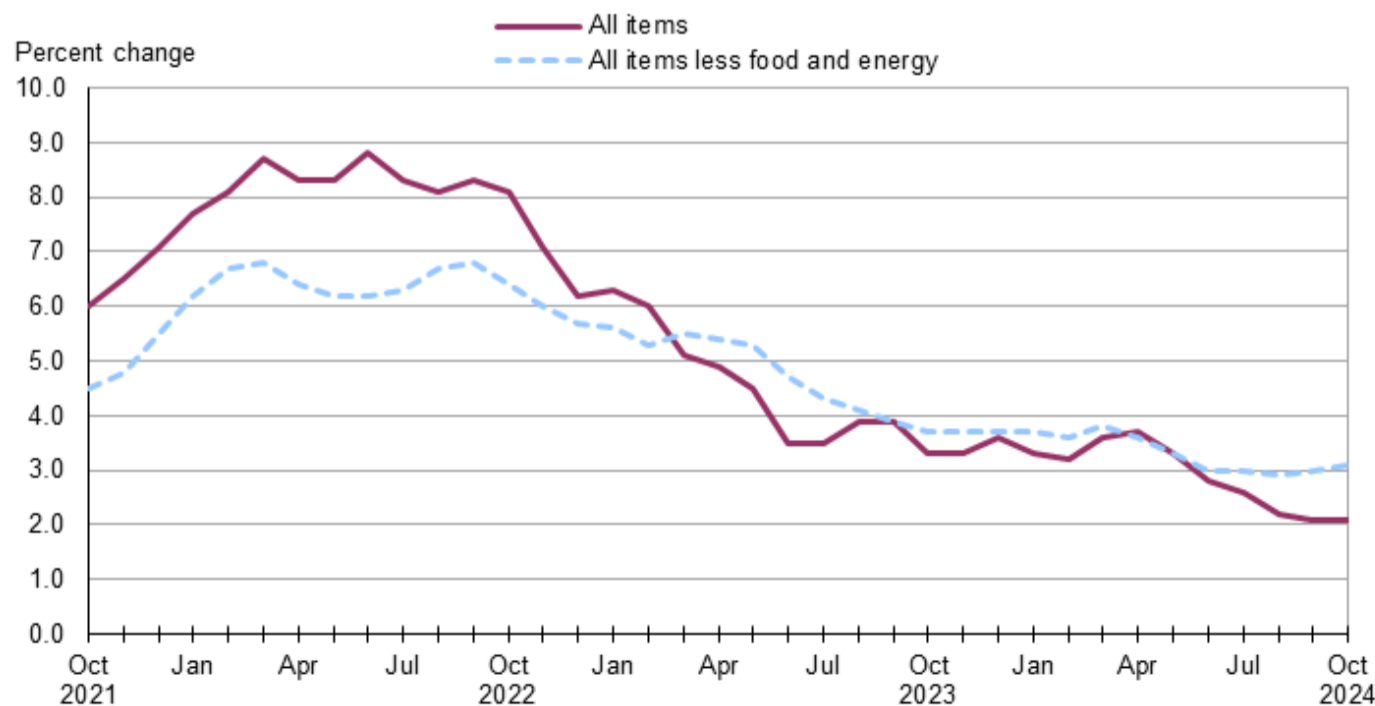
Consumer Price Index, West Region — October 2024

Area prices were up 0.1 percent over the past month, up 2.1 percent from a year ago

Prices in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), increased 0.1 percent in October, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) The October increase was influenced by higher prices for shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 2.1 percent. (See [chart 1](#) and [table A](#).) Food prices rose 2.5 percent. Energy prices declined 9.9 percent, largely the result of a decrease in the price of gasoline. The index for all items less food and energy advanced 3.1 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, West region, October 2021–October 2024



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

Food prices increased 0.3 percent for the month of October. (See [table 1](#).) Prices for food at home advanced 0.3 percent, with higher prices in five of the six grocery categories. Prices for food away from home advanced 0.3 percent for the same period.

Over the year, food prices rose 2.5 percent. Prices for food at home advanced 1.1 percent since a year ago, led by higher prices for fruits and vegetables (2.9 percent). Prices for food away from home rose 4.7 percent.

Energy

The energy index declined 0.9 percent over the month. The decrease was mainly due to lower prices for gasoline (-2.1 percent). Prices for natural gas service fell 3.1 percent, while prices for electricity advanced 1.4 percent for the same period.

Energy prices declined 9.9 percent over the year, largely due to lower prices for gasoline (-17.9 percent). Prices paid for natural gas service fell 8.0 percent, while prices for electricity advanced 4.4 percent during the past year.

All items less food and energy

The index for all items less food and energy increased 0.1 percent in October. Higher prices for household furnishings and operations (0.8 percent) and shelter (0.2 percent) were partially offset by lower prices for apparel (-2.6 percent) and education and communication (-0.7 percent).

Over the year, the index for all items less food and energy advanced 3.1 percent. Components contributing to the increase included medical care (3.8 percent) and shelter (3.7 percent). Partly offsetting the increases was a price decrease in new and used motor vehicles (-1.0 percent).

Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.3	2.9	0.2	1.4	0.9	7.7	0.9	6.3	0.7	3.3
February	0.4	3.1	0.5	1.6	0.8	8.1	0.5	6.0	0.4	3.2
March	-0.2	2.5	0.7	2.4	1.3	8.7	0.5	5.1	0.9	3.6
April	-0.4	1.3	1.0	3.9	0.7	8.3	0.5	4.9	0.6	3.7
May	0.1	0.8	0.8	4.7	0.8	8.3	0.4	4.5	0.1	3.3
June	0.4	1.2	0.9	5.1	1.2	8.8	0.3	3.5	-0.2	2.8
July	0.5	1.7	0.6	5.2	0.1	8.3	0.1	3.5	-0.1	2.6
August	0.3	1.9	0.2	5.0	0.0	8.1	0.4	3.9	0.1	2.2
September	0.0	1.6	0.2	5.3	0.3	8.3	0.4	3.9	0.2	2.1
October	0.2	1.2	0.8	6.0	0.7	8.1	0.1	3.3	0.1	2.1
November	0.0	1.4	0.5	6.5	-0.4	7.1	-0.4	3.3		
December	-0.1	1.5	0.4	7.1	-0.4	6.2	-0.1	3.6		

The November 2024 Consumer Price Index for the West Region is scheduled to be released on December 11, 2024.

Notice Regarding Ceasing Publication of Utility Indexes

With the publication of January 2025 data in February 2025, several indexes and average price series will be discontinued.

The following CPI **indexes** will continue to be published at the national level, but will be discontinued for all metropolitan areas, census divisions, and regional size classes:

- Electricity
- Utility (piped) gas (often referred to as natural gas)
- Energy services
- Fuels and utilities
- Household energy

The following CPI **average price series** will continue to be published at the national level, but will be discontinued for all metropolitan areas, census divisions, and regional size classes:

- Electricity per KWH
- Utility (piped) gas per therm

Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for the West Region is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program. Each local index has a much smaller sample size than the national or regional indexes and is, therefore, subject to substantially more sampling and other measurement error. As a result, local-area indexes are more volatile than the national or regional indexes. In addition, local indexes are not adjusted for seasonal influences. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The West Region covered in this release is comprised of the following thirteen states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

West (1982-84=100 unless otherwise noted)

Item and Group	Indexes				Percent change from-		
	Historical data	Aug. 2024	Sep. 2024	Oct. 2024	Oct. 2023	Aug. 2024	Sep. 2024
Expenditure category							
All Items		333.442	334.265	334.558	2.1	0.3	0.1
All items (December 1977=100)		538.991	540.321	540.794	-	-	-
Food and beverages		342.688	343.636	344.614	2.4	0.6	0.3
Food		345.168	346.078	347.078	2.5	0.6	0.3
Food at home		321.112	321.588	322.551	1.1	0.4	0.3
Cereals and bakery products		333.764	330.940	335.675	0.1	0.6	1.4
Meats, poultry, fish, and eggs		353.824	358.544	349.426	0.4	-1.2	-2.5
Dairy and related products		286.959	282.312	286.113	0.8	-0.3	1.3
Fruits and vegetables		400.473	404.412	408.552	2.9	2.0	1.0
Nonalcoholic beverages and beverage materials		223.332	221.841	224.647	-0.2	0.6	1.3
Other food at home		276.891	277.087	279.131	1.4	0.8	0.7
Food away from home		379.477	381.086	382.132	4.7	0.7	0.3
Alcoholic beverages		304.718	306.245	306.878	1.8	0.7	0.2
Housing		374.674	374.911	375.918	3.2	0.3	0.3
Shelter		432.345	432.115	432.906	3.7	0.1	0.2
Rent of primary residence(1)		460.199	461.749	462.823	3.7	0.6	0.2
Owners' equiv. rent of residences(1)(2)		454.992	456.117	457.313	3.9	0.5	0.3
Owners' equiv. rent of primary residence(1)(2)		454.750	455.877	457.075	3.9	0.5	0.3
Fuels and utilities		422.014	423.263	425.179	3.0	0.7	0.5
Household energy		366.997	367.801	369.591	1.4	0.7	0.5
Energy services(1)		370.385	371.264	372.994	1.6	0.7	0.5
Electricity(1)		412.323	412.368	418.277	4.4	1.4	1.4
Utility (piped) gas service(1)		291.485	294.623	285.540	-8.0	-2.0	-3.1
Household furnishings and operations		156.422	157.762	159.084	0.3	1.7	0.8
Apparel		126.865	130.727	127.356	0.2	0.4	-2.6
Transportation		279.281	280.375	279.617	-0.7	0.1	-0.3
Private transportation		279.038	280.160	278.454	-0.9	-0.2	-0.6
New and used motor vehicles(3)		122.903	122.848	122.795	-1.0	-0.1	0.0
New vehicles		175.077	175.029	174.804	-1.3	-0.2	-0.1
New cars and trucks(3)(4)		-	-	-	-	-	-
New cars(4)		172.778	172.791	172.272	-2.3	-0.3	-0.3
Used cars and trucks		170.376	170.464	171.507	-3.6	0.7	0.6
Motor fuel		336.506	336.319	329.639	-18.0	-2.0	-2.0
Gasoline (all types)		335.351	335.252	328.372	-17.9	-2.1	-2.1
Gasoline, unleaded regular(4)		330.830	330.592	323.539	-18.3	-2.2	-2.1
Gasoline, unleaded midgrade(4)(5)		321.677	322.049	315.896	-17.2	-1.8	-1.9
Gasoline, unleaded premium(4)		332.076	332.469	326.608	-16.3	-1.6	-1.8
Medical Care		611.401	610.440	612.936	3.8	0.3	0.4
Medical care commodities		476.510	471.370	471.079	2.8	-1.1	-0.1
Medical care services		653.074	653.454	656.837	4.0	0.6	0.5
Professional services		426.918	425.980	427.456	4.1	0.1	0.3
Recreation(3)		131.086	131.860	132.339	0.9	1.0	0.4
Education and communication(3)		144.345	145.161	144.090	0.6	-0.2	-0.7
Tuition, other school fees, and child care(6)		1,696.525	1,706.342	1,706.849	3.5	0.6	0.0
Other goods and services		555.140	554.123	556.646	1.6	0.3	0.5

Footnotes

(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1977=100 base.

- Data not available

Regions defined as the four Census regions. West includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

Item and Group	Indexes				Percent change from-		
	Historical data	Aug. 2024	Sep. 2024	Oct. 2024	Oct. 2023	Aug. 2024	Sep. 2024
Commodity and Service Group							
All Items		333.442	334.265	334.558	2.1	0.3	0.1
Commodities		226.365	227.309	226.927	-1.5	0.2	-0.2
Commodities less food & beverages		172.188	173.078	172.233	-3.9	0.0	-0.5
Nondurables less food & beverages		230.838	232.464	229.580	-5.9	-0.5	-1.2
Nondurables less food, beverages, and apparel		303.848	303.992	301.398	-7.5	-0.8	-0.9
Durables		121.299	121.670	122.106	-2.1	0.7	0.4
Services		433.320	433.999	434.967	4.2	0.4	0.2
Rent of shelter(2)		461.081	460.830	461.676	3.7	0.1	0.2
Transportation services		419.338	422.950	424.196	10.8	1.2	0.3
Other services		417.241	418.388	418.238	2.4	0.2	0.0
Special aggregate indexes:							
All items less medical care		320.649	321.544	321.743	2.0	0.3	0.1
All items less food		331.725	332.535	332.721	2.0	0.3	0.1
All items less shelter		294.342	295.623	295.705	1.2	0.5	0.0
Commodities less food		176.990	177.903	177.081	-3.7	0.1	-0.5
Nondurables		286.525	287.842	286.781	-1.4	0.1	-0.4
Nondurables less food		236.440	238.073	235.354	-5.4	-0.5	-1.1
Nondurables less food and apparel		303.406	303.667	301.352	-6.8	-0.7	-0.8
Services less rent of shelter(2)		446.722	448.755	450.003	4.9	0.7	0.3
Services less medical care services		417.845	418.542	419.350	4.2	0.4	0.2
Energy		356.605	356.844	353.701	-9.9	-0.8	-0.9
All items less energy		334.639	335.504	336.010	3.0	0.4	0.2
All items less food and energy		333.723	334.582	335.009	3.1	0.4	0.1
Commodities less food and energy commodities		159.695	160.702	160.421	-0.9	0.5	-0.2
Energy commodities		342.758	342.536	335.932	-17.9	-2.0	-1.9
Services less energy services		438.663	439.336	440.270	4.3	0.4	0.2
Footnotes							
(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.							
(2) Indexes on a December 1982=100 base.							
(3) Indexes on a December 1997=100 base.							
(4) Special index based on a substantially smaller sample.							
(5) Indexes on a December 1993=100 base.							
(6) Indexes on a December 1977=100 base.							
- Data not available							
Regions defined as the four Census regions. West includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.							
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.							

Last Modified Date: Wednesday, November 13, 2024

U.S. BUREAU OF LABOR STATISTICS Western Information Office Attn: EA & I, 90 Seventh Street Suite 14-100 San Francisco, CA 94103-6715

Telephone: 1-415-625-2270 www.bls.gov/regions/west [Contact Western Region](#)

Attachment 2

Policy No. 4101.A1
2024 Salary Schedule

JOB TITLE / JOB CLASS	2024 Base Hourly	2024 Base Monthly	2024 Maximum Hourly	2024 Maximum Monthly
<u>Organizational Leadership</u>				
General Manager (E)	\$94.85	\$16,440.67	\$128.05	\$21,195.33
Assistant General Manager (E)	\$79.42	\$13,766.13	\$107.24	\$18,588.27
<u>Accounting Series</u>				
Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Accounting Manager (E)	\$58.19	\$10,086.27	\$78.55	\$13,615.33
Principal Accountant (E)	\$52.90	\$9,169.33	\$71.41	\$12,377.73
Senior Accountant (E)	\$45.27	\$7,846.80	\$61.10	\$10,590.67
Accountant	\$41.15	\$7,132.67	\$55.55	\$9,628.67
<u>Customer Service Series</u>				
Senior Customer Services Specialist	\$39.34	\$6,818.93	\$53.14	\$9,210.93
Customer Service Specialist	\$35.56	\$6,163.73	\$48.03	\$8,325.20
Customer Service Technician	\$29.40	\$5,096.00	\$39.69	\$6,879.60
<u>Engineering Technical Series</u>				
Project Manager (E)	\$61.20	\$10,608.00	\$82.64	\$14,324.27
Engineering Supervisor/Principal GIS Specialist (E)	\$47.67	\$8,262.80	\$64.35	\$11,154.00
Engineering/GIS Specialist	\$41.45	\$7,184.67	\$55.98	\$9,703.20
Engineering/GIS Technician	\$37.67	\$6,529.47	\$50.87	\$8,817.47
Engineering Aide	\$32.76	\$5,678.40	\$44.26	\$7,671.73
<u>Construction Inspection Series</u>				
Construction Inspector (E)	\$46.37	\$8,037.47	\$62.59	\$10,848.93
Senior Construction Inspector	\$40.31	\$6,987.07	\$54.43	\$9,434.53
Construction Inspector	\$36.66	\$6,354.40	\$49.49	\$8,578.27
<u>Engineering Series</u>				
Director of Engineering /District Engineer (E)	\$79.42	\$13,766.13	\$107.24	\$18,588.27
Principal Civil Engineer (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Senior Civil Engineer (E)	\$65.66	\$11,381.07	\$88.62	\$15,360.80
Associate Civil Engineer (E)	\$59.68	\$10,344.53	\$80.57	\$13,965.47
Assistant Civil Engineer	\$51.90	\$8,996.00	\$70.08	\$12,147.20
Assistant Engineer	\$41.45	\$7,184.67	\$56.04	\$9,713.60
<u>Information Technology (IT) Series</u>				
Information Technology Manager (E)	\$56.63	\$9,815.87	\$76.43	\$13,247.87
Principal Information Technology Analyst (E)	\$51.48	\$8,923.20	\$69.49	\$12,044.93
Senior Information Technology Analyst	\$46.79	\$8,110.27	\$63.18	\$10,951.20
Information Technology Analyst	\$42.55	\$7,375.33	\$57.57	\$9,978.80
Information Technology Technician	\$35.46	\$6,146.40	\$47.87	\$8,297.47

JOB TITLE / JOB CLASS	2024 Base Hourly	2024 Base Monthly	2024 Maximum Hourly	2024 Maximum Monthly
<u>Management Services (MS) Series</u>				
Administrative Services Manager/Chief Board Clerk (E)	\$58.87	\$10,204.13	\$79.50	\$13,780.00
Principal Management Analyst (E)	\$53.52	\$9,276.80	\$72.27	\$12,526.80
Senior Management Analyst (E)	\$46.54	\$8,066.93	\$62.84	\$10,892.27
Management Analyst	\$42.30	\$7,332.00	\$57.13	\$9,902.53
Management Technician	\$38.47	\$6,668.13	\$51.93	\$9,001.20
<u>Public Affairs Series</u>				
Director of Public Affairs (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Principal Public Affairs Analyst (E)	\$53.52	\$9,276.80	\$72.27	\$12,526.80
Senior Public Affairs Analyst (E)	\$46.54	\$8,066.93	\$62.84	\$10,892.27
Public Affairs Analyst	\$42.30	\$7,332.00	\$57.13	\$9,902.53
Public Affairs Technician	\$38.47	\$6,668.13	\$51.93	\$9,001.20
<u>Water Distribution Series</u>				
Director of Operations (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Water Distribution Supervisor (E)	\$54.77	\$9,493.47	\$73.94	\$12,816.27
Assistant Water Distribution Supervisor	\$46.82	\$8,115.47	\$63.21	\$10,956.40
Water Distribution Lead Worker/Operator	\$40.73	\$7,059.87	\$54.97	\$9,528.13
Water Distribution Operator II	\$37.00	\$6,413.33	\$49.97	\$8,661.47
Water Distribution Operator I	\$33.65	\$5,832.67	\$45.43	\$7,874.53
Water Distribution Worker	\$24.29	\$4,210.27	\$32.78	\$5,681.87
<u>Operations Specialist Series</u>				
Principal Operations Specialist	\$54.77	\$9,493.47	\$73.94	\$12,816.27
Senior Operations Specialist	\$49.78	\$8,628.53	\$67.20	\$11,648.00
Operations Specialist	\$42.76	\$7,411.73	\$57.71	\$10,003.07
Operations Technician	\$38.86	\$6,735.73	\$52.47	\$9,094.80
<u>Water Efficiency Series</u>				
Water Efficiency Supervisor (E)	\$42.89	\$7,434.27	\$57.91	\$10,037.73
Senior Water Efficiency Specialist	\$37.31	\$6,467.07	\$50.36	\$8,729.07
Water Efficiency Specialist	\$33.90	\$5,876.00	\$45.78	\$7,935.20
Water Efficiency Technician	\$30.84	\$5,345.60	\$41.61	\$7,212.40
<u>Water Resources Series</u>				
Water Resources Supervisor/Chief Operator (E)	\$58.16	\$10,081.07	\$78.53	\$13,611.87
Water Resources Specialist	\$41.34	\$7,165.60	\$55.81	\$9,673.73
Water Resources Technician	\$37.58	\$6,513.87	\$50.73	\$8,793.20
<u>Miscellaneous Series</u>				
Intern	\$16.28	\$2,821.87	\$28.13	\$4,875.87

Attachment 3

Proposed Policy No. 4101.A1
2025 Salary Schedule Effective 1/13/2025

Attachment 4101.A1 Salary Schedule Proposed - Effective January 13, 2025

JOB TITLE / JOB CLASS	2025 Base Hourly	2025 Base Monthly	2025 Maximum Hourly	2025 Maximum Monthly
<u>Organizational Leadership</u>				
General Manager (E)	\$98.17	\$17,016.13	\$132.53	\$22,971.87
Assistant General Manager (E)	\$82.20	\$14,248.00	\$110.99	\$19,238.27
<u>Accounting Series</u>				
Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E)	\$74.74	\$12,954.93	\$100.90	\$17,489.33
Accounting Manager (E)	\$60.23	\$10,439.87	\$81.30	\$14,092.00
Principal Accountant (E)	\$54.75	\$9,490.00	\$73.91	\$12,811.07
Senior Accountant (E)	\$46.85	\$8,120.67	\$63.24	\$10,961.60
Accountant	\$42.59	\$7,382.27	\$57.49	\$9,964.93
<u>Customer Service Series</u>				
Senior Customer Services Specialist	\$40.72	\$7,058.13	\$55.00	\$9,533.33
Customer Service Specialist	\$36.80	\$6,378.67	\$49.71	\$8,616.40
Customer Service Technician	\$30.43	\$5,274.53	\$41.08	\$7,120.53
<u>Engineering Technical Series</u>				
Project Manager (E)	\$63.34	\$10,978.93	\$85.53	\$14,825.20
Engineering Supervisor/Principal GIS Specialist (E)	\$49.34	\$8,552.27	\$66.60	\$11,544.00
Engineering/GIS Specialist	\$42.90	\$7,436.00	\$57.94	\$10,042.93
Engineering/GIS Technician	\$38.99	\$6,758.27	\$52.65	\$9,126.00
Engineering Aide	\$33.91	\$5,877.73	\$45.81	\$7,940.40
<u>Construction Inspection Series</u>				
Construction Inspector (E)	\$47.99	\$8,318.27	\$64.78	\$11,228.53
Senior Construction Inspector	\$41.72	\$7,231.47	\$56.34	\$9,765.60
Construction Inspector	\$37.94	\$6,576.27	\$51.22	\$8,878.13
<u>Engineering Series</u>				
Director of Engineering /District Engineer (E)	\$82.20	\$14,248.00	\$110.99	\$19,238.27
Principal Civil Engineer (E)	\$74.74	\$12,954.93	\$100.90	\$17,489.33
Senior Civil Engineer (E)	\$67.96	\$11,779.73	\$91.72	\$15,898.13
Associate Civil Engineer (E)	\$61.77	\$10,706.80	\$83.39	\$14,454.27
Assistant Civil Engineer	\$53.72	\$9,311.47	\$72.53	\$12,571.87
Assistant Engineer	\$42.90	\$7,436.00	\$58.00	\$10,053.33
<u>Information Technology (IT) Series</u>				
Information Technology Manager (E)	\$60.45	\$10,478.00	\$81.59	\$14,142.27
Principal Information Technology Analyst (E)	\$54.95	\$9,524.67	\$74.18	\$12,857.87
Senior Information Technology Analyst	\$49.95	\$8,658.00	\$67.45	\$11,691.33
Information Technology Analyst	\$45.42	\$7,872.80	\$61.46	\$10,653.07
Information Technology Technician	\$37.85	\$6,560.67	\$51.10	\$8,857.33

JOB TITLE / JOB CLASS	2025 Base Hourly	2025 Base Monthly	2025 Maximum Hourly	2025 Maximum Monthly
<u>Management Services (MS) Series</u>				
Administrative Services Manager/Chief Board Clerk (E)	\$60.93	\$10,561.20	\$82.28	\$14,261.87
Principal Management Analyst (E)	\$55.39	\$9,600.93	\$74.80	\$12,965.33
Senior Management Analyst (E)	\$48.17	\$8,349.47	\$65.04	\$11,273.60
Management Analyst	\$43.78	\$7,588.53	\$59.13	\$10,249.20
Management Technician	\$39.82	\$6,902.13	\$53.75	\$9,316.67
<u>Public Affairs Series</u>				
Director of Public Affairs (E)	\$74.74	\$12,954.93	\$100.90	\$17,489.33
Principal Public Affairs Analyst (E)	\$55.39	\$9,600.93	\$74.80	\$12,965.33
Senior Public Affairs Analyst (E)	\$48.17	\$8,349.47	\$65.04	\$11,273.60
Public Affairs Analyst	\$43.78	\$7,588.53	\$59.13	\$10,249.20
Public Affairs Technician	\$39.82	\$6,902.13	\$53.75	\$9,316.67
<u>Water Distribution Series</u>				
Director of Operations (E)	\$74.74	\$12,954.93	\$100.90	\$17,489.33
Water Distribution Supervisor (E)	\$56.69	\$9,826.27	\$76.53	\$13,265.20
Assistant Water Distribution Supervisor	\$48.46	\$8,399.73	\$65.42	\$11,339.47
Water Distribution Lead Worker/Operator	\$42.16	\$7,307.73	\$56.89	\$9,860.93
Water Distribution Operator II	\$38.30	\$6,638.67	\$51.72	\$8,964.80
Water Distribution Operator I	\$34.83	\$6,037.20	\$47.02	\$8,150.13
Water Distribution Worker	\$25.14	\$4,357.60	\$33.93	\$5,881.20
<u>Operations Specialist Series</u>				
Principal Operations Specialist	\$56.69	\$9,826.27	\$76.53	\$13,265.20
Senior Operations Specialist	\$51.52	\$8,930.13	\$69.55	\$12,055.33
Operations Specialist	\$44.26	\$7,671.73	\$59.73	\$10,353.20
Operations Technician	\$40.22	\$6,971.47	\$54.31	\$9,413.73
<u>Water Efficiency Series</u>				
Water Efficiency Supervisor (E)	\$44.39	\$7,694.27	\$59.94	\$10,389.60
Senior Water Efficiency Specialist	\$38.62	\$6,694.13	\$52.12	\$9,034.13
Water Efficiency Specialist	\$35.09	\$6,082.27	\$47.38	\$8,212.53
Water Efficiency Technician	\$31.92	\$5,532.80	\$43.07	\$7,465.47
<u>Water Resources Series</u>				
Water Resources Supervisor/Chief Operator (E)	\$60.20	\$10,434.67	\$81.28	\$14,088.53
Water Resources Specialist	\$42.79	\$7,416.93	\$57.76	\$10,011.73
Water Resources Technician	\$38.90	\$6,742.67	\$52.51	\$9,101.73
<u>Miscellaneous Series</u>				
Intern	\$16.85	\$2,920.67	\$29.11	\$5,045.73

Attachment 4

Proposed Policy No. 4831 -Retiree Insurance Benefits

4831.00 INSURANCE BENEFITS FOR RETIREES

For employees hired prior to January 31, 2019 who have not opted into the District's health reimbursement account benefit program, the District will participate in the cost of health, dental and vision insurance coverage for retired employees and their qualified spouse, registered domestic partner, and dependents based upon length of employment with the District. Employees hired on or after January 31, 2019 will have the option of the District's health reimbursement account benefit, but no other retiree insurance benefits under this Policy.

4831.10 Length of Employment And Eligibility

For the purpose of calculating the length of employment to determine the District's participation in the cost of insurance benefits for retirees, total employment calculated/credited by PERS as years of service as an employee of Citrus Heights Water District shall be the basis and shall not include credit for years of service attributed to accrued sick leave or credit for purchased years of service time. Such employment shall be cumulative and need not be continuous. No credit will be provided for employment with the District in a Temporary capacity.

Employees must have been employed by the District for a minimum of twenty (20.00) years to qualify for benefits under this Policy and must enroll in Medicare/utilize Medicare as primary upon reaching Medicare eligibility. Employees retiring from the District with less than twenty (20.00) years of service do not qualify for benefits under this Policy.

4831.20 Application of Policy

This policy shall apply to employees retiring from the District following the date of its adoption, March 19, 1996.

Insurance benefits afforded to employees that retired prior to the adoption of this policy shall continue to be governed by the policies, terms, or conditions existing at the time of said prior retirements (see Policy 4830).

4831.30 Qualification of Spouse/Registered Domestic Partner/Dependents

The spouse, registered domestic partner and/or dependents of the employee as of the date of retirement from the District are eligible to participate in the benefits of this Policy. A spouse, registered domestic partner and/or dependents added after retirement are not eligible for participation. Qualified dependent children are eligible to participate up to the age limits as defined by state and/or federal health care regulations.

4831.40 Selection of Benefits

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active status, will be offered the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) option to continue health insurance coverage under the "qualifying event" provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy.

Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50 District Participation

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

Length of Employment	Maximum Monthly District Participation
20.00 years	\$415.00 <u>\$430.00</u>
25.00 years	\$464.00 <u>\$481.00</u>
30.00 years	\$520.00 <u>\$539.00</u>

No credit, cash back refund, or other consideration will be provided for any unused portion of the maximum District participation.

The Maximum Monthly District Participation shall be amended as of and effective January 1 of each year by the percent change in the Consumer Price Index for All Urban West Consumers (CPI-U) averaged over the first six months (January to June) unless otherwise determined by the Board of Directors. Said amendments shall be rounded up to the nearest whole dollar amount.

Unless otherwise directed by the Board of Directors, the monthly amount of reimbursement received by eligible retirees will be increased by any increase pursuant to the paragraph above, but will not be reduced by a decrease in

the Maximum Monthly District Participation amount.

The District shall report contributions and make withholdings from contributions in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements.

Retirees bear sole responsibility for the tax consequences of District contributions.

4831.85 Death of Retiree

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner, and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86 Death of Qualified Employee

In the event of the death, prior to retirement, of a District employee who otherwise has met the length of employment requirements necessary to qualify for insurance benefits for retirees, the surviving spouse, registered domestic partner and/or dependents may choose to participate in the benefits under the terms of this Policy.

4831.90 Amendments

The District reserves the right to amend or discontinue this Policy at its sole discretion at any time.

Attachment 5

Proposed Policy No. 4210- Health Insurance

4210.00 HEALTH INSURANCE

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

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

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For employees who were hired on or prior to February 1, 2019 and have opted to keep the District's traditional health benefits (Tier 1) Western Health Advantage and Kaiser Gold Plans, the District will contribute up to \$2,0790 monthly for an employee's health benefits premium.

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

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

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

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

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

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

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

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

4210.01 COBRA

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

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

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

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4210.10 Dependents

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

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4210.11 Directors

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

Attachment 6

Policy No. 2040- Director's Compensation

2040.00 DIRECTOR'S COMPENSATION

Each member of the Board of Directors shall be entitled to receive compensation, in a dollar amount as specified by Citrus Heights Water District Ordinance Fixing the Compensation of the Board of Directors, per day or partial day for attendance at meetings of the Board and District related functions.

2040.10 Officer's Compensation

The Board appointed District Secretary, District Treasurer, and District Assessor/Collector shall not be compensated for their duties as District Officers.

2040.20 Reimbursement

District Officers and each member of the Board of Directors shall be entitled to reimbursement for actual and necessary expenses incurred in performance of their duties required or authorized by the Board. Reimbursements shall be subject to written documentation and shall be limited to imposed maximums (i.e.: meal expenses, travel expenses, etc.).

2040.30 Approval

Reimbursement pursuant to Section 2040.20 for actual and necessary expenses to the Directors and Officers shall be reviewed and approved monthly by the Board of Directors as part of their review of the Treasurer's report and accounts payable.

2040.90 Reporting

An annual report shall be prepared by the Treasurer quantifying meeting attendance, compensation, and expenses for members of the Board of Directors and District Officers.

Attachment 7

Proposed Policy No. 4310.05- Accrued but Unused
Sick Leave at Retirement or Separation

4310.05

Accrued but Unused Sick Leave at Retirement or Separation

During employment, a District employee's accrued sick leave has no cash value except as a wage replacement source during sick leave-related absences.

At ~~retirement or~~ separation, for employees hired on or after September 1, 2019, accrued but unused sick leave has no cash value. At retirement, for employees hired on or after September 1, 2019, ~~all accrued but unused sick leave;~~ ~~but~~ may be converted to CalPERS service credit ~~at retirement~~ as permitted by law and the District's then-current contract with CalPERS.

At retirement or separation, for employees hired prior to September 1, 2019, upon execution of a full release of claims against the District and all District personnel, an employee will be eligible for severance pay equal to their current hourly rate of pay multiplied by the value of one-third of their remaining Sick Leave hours balance, if any, as follows:

- A. Upon death while employed by the District, or
- B. For CalPERS Members who retire from the District, as to remaining hours after the one-third sick leave payout, if any, the remaining two-thirds of accrued but unused sick leave will be ~~is~~ converted to additional CalPERS service credit (as permitted by law and the District's then-current contract with CalPERS), alternatively an employee can elect to forfeit severance pay equal to their current hourly rate of pay multiplied by the value of one-third of their remaining Sick Leave hours balance and all accrued but unused sick leave may be converted to CalPERS service credit as permitted by law and the District's then-current contract with CalPERS or
- C. Upon employee's separation from employment (other than any CalPERS retirement) due to an inability to return to work upon the end of an approved Medical Leave.

Attachment 8

Proposed Policy No. 4901.02- Employee Meal
Expenses

4901.02 EMPLOYEE MEAL EXPENSES

Meal reimbursements shall be allowed for employees authorized to work beyond District boundaries (e.g. offsite meetings), or other assignments subject to the General Manager's discretion/approval at night or on weekends beyond normal working hours, when the District or event does not provide the meal. Authorized work must extend beyond normal three (3) working hours for more than three (3) hours to qualify for meal allowance. Employees shall generally not receive per diem or a meal reimbursement when assigned to work overtime within District boundaries.

Employees may claim reimbursement for meals when traveling on official business or attending a pre-approved seminar, conference, or meeting. Per diem reimbursements for approved events, not to exceed the limits detailed below, can be obtained by submitting a reconciliation request form to the General Manager or designee for review and approval.

Half Day Event up to \$45.00 (applies after a minimum of three hours)

- Breakfast: \$20 (if the shift occurs in the morning hours)
- Lunch: \$25 (if the shift overlaps with typical midday hours)
- Dinner: \$45 (if the shift overlaps with typical evening hours)

Full Day Event up to \$90.00 (applies after a minimum of five hours)

- A maximum of \$90 may be available if the shift spans across all meal periods (Breakfast, lunch, and dinner subject to the amounts listed above).
- If the five-hour shift occurs primarily over breakfast or lunch hours, the reimbursement will be adjusted accordingly (e.g., \$45 if spanning lunch into dinner without fully covering both meal periods).
- If the five-hour shift occurs primarily over lunch or dinner hours, the reimbursement will be adjusted accordingly (e.g., \$70 if spanning lunch into dinner without fully covering both meal periods).

Employees shall generally not receive the above per diem if meals are provided as an accompaniment event registration. However, if an employee is unable to utilize the provided meal, he or she may receive a half-day or full day per diem as applicable. Any request for per diem shall indicate the District-related reason for not enjoying the provided meal

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CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : SELECTION OF PRESIDENT AND VICE PRESIDENT
STATUS : Action Item
REPORT DATE : December 9, 2024
PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

OBJECTIVE:

Consider selection of President and Vice President of the Board of Directors for 2025.

BACKGROUND AND ANALYSIS:

Pursuant to District Board of Directors and Officers, Policy No. 2010 (attached), a President and Vice President of the Board of Directors are to be elected by a majority vote of the Board in December of each year or as otherwise necessary.

The terms of office will begin as soon as acted upon by the Board.

RECOMMENDATIONS:

1. Receive nominations for President of the Board of Directors and conduct an election.
2. Receive nominations for Vice President of the Board of Directors and conduct an election.

ATTACHMENT:

Policy 2010 – President and Vice President of the Board of Directors

ACTION:

1. For President: _____

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

2. For Vice President: _____

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

2010.00 PRESIDENT AND VICE PRESIDENT OF THE BOARD OF DIRECTORS

A President and a Vice President of the Board of Directors shall be chosen from members of the Board of Directors. The President and Vice President shall perform duties as established by the Board of Directors and as required by law.

2010.10 Selection and Term of Office of President and Vice President

Each December or as otherwise necessary, the Board of Directors shall elect a President and a Vice President from among its members. Nominations from members of the Board will be requested and a President and a Vice President shall be elected by a majority vote of the Board of Directors. The term of office of the President and the Vice President shall begin immediately upon their election unless otherwise specified by the Board of Directors.

2010.20 Duties of the President

The President of the Board of Directors shall:

- 2010.21 Preside at meetings and hearings of the Board of Directors and conduct said meetings to ensure proper order and decorum.
- 2010.22 Execute documents on behalf of the District that are approved at the meeting including, but not limited to, warrants, resolutions, agreements, and contracts.
- 2010.23 Rule on points of order and passage or failure of motions, resolutions, or ordinances brought before the Board.
- 2010.24 Invite public participation when appropriate during meetings of the Board of Directors.
- 2010.25 Set the time and place for any special or emergency meeting of the Board of Directors.
- 2010.26 Serve as public spokesperson of the Board and express adopted policy of the District when called upon to do so.
- 2010.27 Represent the Board of Directors at public meetings or ceremonies when called upon to do so.
- 2010.28 Perform other duties as may be required by law or as directed by the Board of Directors.
- 2010.29 Appoint a member(s) of the Board of Directors, Officers or staff to serve or represent the District at public meetings, ceremonies or on committees on behalf of the District.

2010.30 Duties of the Vice President

In the absence of the President, the Vice President shall assume the duties of the President until such a time as the President is in attendance. In the event that the office of President is vacant, the Vice President shall act in the place of the President until the Board of Directors elects a new President.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : APPOINTMENT OF DISTRICT OFFICERS
 STATUS : Action Item
 REPORT DATE : December 9, 2024
 PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

OBJECTIVE:

Consider appointments and reconfirmations of District Officers

BACKGROUND AND ANALYSIS:

Pursuant to District Board of Directors and Officers Policy No. 2200 (attached) the Board of Directors shall appoint or reconfirm appointments of District Officers each December or as otherwise necessary. Current appointments are as follows:

<u>Current Appointments</u>	<u>Officer</u>	<u>Deputy Officer</u>
Assessor/Collector	Michael Shorter	Dana R. Mellado
Treasurer	Annie Liu	Michael Shorter
Secretary	Hilary M. Straus	Brittney C. Moore

Staff recommends that all officers be reappointed to their respective positions.

RECOMMENDATION:

Appoint and/or reconfirm the following District Officers:

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

ATTACHMENT:

Policy No. 2200 – Officers of the District

ACTION:

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

2200.00 OFFICERS OF THE DISTRICT

The offices of Assessor, Collector, Treasurer, and the position of Secretary are recognized as Officers of the District.

The office of Assessor and the office of Collector shall be consolidated into one office and titled Assessor / Collector.

2200.10 Appointment of Officers

The following District offices shall be filled by appointment by the Board of Directors to serve at the pleasure of the Board:

Assessor / Collector
Treasurer
Secretary

2200.20 Duties of Officers

The offices established by this policy shall perform all duties as prescribed by applicable law or District policy.

2200.50 Officers' and Deputy Officers' Compensation

Notwithstanding compensation received as employees of the District, Officers and Employees appointed pursuant to this policy shall not receive any additional compensation for their duties as District Officers and/or Deputy Officers.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 16, 2024 SPECIAL MEETING

SUBJECT : APPOINTMENT OF BOARD REPRESENTATIVES AND ALTERNATES
 STATUS : Action Item
 REPORT DATE : December 9, 2024
 PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

OBJECTIVE:

Consider appointments of members of the Board of Directors, Officers and/or staff to serve as District representatives to various organizations.

BACKGROUND AND ANALYSIS:

Appointment of Representatives

Pursuant to District practice, each December or as otherwise necessary, the Board of Directors has appointed its Members, Officers, or staff to serve as District representatives and/or alternates to various organizations as follows:

Current 2024 Appointments			
Organization		Representative	Alternate
Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)	Director	David C. Wheaton	Raymond A. Riehle
	Staff	Brittney C. 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		Raymond A. Riehle	Vacant
San Juan Family of Agencies	Director	Raymond A. Riehle	Caryl F. Sheehan
	Staff	Hilary M. Straus	General Manager Appointee Based on Issue
Regional Water Authority (RWA)	Director	Caryl F. Sheehan	Raymond A. Riehle
	Staff	Hilary M. Straus	Rebecca A. Scott
Sacramento Groundwater Authority (SGA)*	Director	Caryl F. Sheehan	Raymond A. Riehle
Sacramento Water Forum	Staff	Rebecca A. Scott	Jace Nunes

*Changes must be confirmed by City of Citrus Heights

Staff will be ready to provide suggestions for these appointments at the December 16 Board Meeting should the Board wish to receive such input. It should be noted that these appointments by the Board of Directors are independent of appointments to ACWA Committees and the Sacramento Local Agency Formation Commission.

RECOMMENDATION:

Appoint and/or reappoint Representatives to the following organizations listed below:

2025 Worksheet			
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		Raymond A. Riehle	Tammy Gordon
San Juan Family of Agencies	Director	Raymond A. Riehle	Caryl F. Sheehan
	Staff	Hilary M. Straus	General Manager Appointee Based on Issue
Regional Water Authority (RWA)	Director		
	Staff	Hilary M. Straus	Rebecca A. Scott
Sacramento Groundwater Authority (SGA)*	Director		
Sacramento Water Forum	Staff	Rebecca Scott	Jace Nunes

*Changes must be confirmed by City of Citrus Heights

ACTION:

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