



**REGULAR BOARD MEETING  
AGENDA PACKET**

**JULY 21, 2025**

---

*This page intentionally left blank.*



**Regular Board Meeting - Monday, July 21, 2025, 6:00 p.m.**

**Carmichael Water District Board Room  
7837 Fair Oaks Boulevard  
Carmichael, CA 95608**

**Join from computer, tablet or smartphone.** Click on this URL to join:

<https://us02web.zoom.us/j/83596878004?pwd=bOfVj6ch85NMSc02p52u9ox3O33J6v.1>

**Join by phone:** Dial US [+1 669 900 6833](tel:+16699006833)

**Meeting ID:** [835 9687 8004](https://us02web.zoom.us/j/83596878004) **Passcode:** [564283](https://us02web.zoom.us/j/83596878004)

## **AGENDA**

The Board will discuss all items on its agenda, and may take action on any of those items, including information items and continued items. The Board will not take action on or discuss any item not appearing on the posted agenda, except: (a) upon a determination by a majority vote of the Board that an emergency situation exists; or (b) upon a determination by a two-thirds vote of the Board members present at the meeting, or, if less than two-thirds of the members of the Board are present, a unanimous vote of those members present, that the need to take immediate action became apparent after the agenda was posted. Agenda packets can be found at our website at [carmichaelwd.org](http://carmichaelwd.org).

*The Board of Directors welcomes and encourages participation in meetings. Public comment may be given on any agenda item as it is called and limited to three minutes per speaker. Matters not on the posted agenda may be addressed under Public Comment. Please follow Public Comment Guidelines found on the District's website at [carmichaelwd.org/public-comment-guidelines/](http://carmichaelwd.org/public-comment-guidelines/).*

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 483-2452. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

---

### **CALL TO ORDER AND STATEMENT REGARDING PUBLIC PARTICIPATION: President Greenwood**

---

#### **ROLL CALL**

---

#### **PRESIDENTS COMMENTS**

---

#### **PUBLIC COMMENT:**

##### **1. Public Comment**

Any member of the public may address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board.

---

### **ANNOUNCE CLOSED SESSION AND ADJOURN OPEN SESSION TO CLOSED SESSION**

---

#### **CLOSED SESSION**

##### **2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION; Government Code sections 54954.5(c) and 54956.9(a) and (d)(1);**

*Carmichael Water District v. Nugent, et al., Sacramento Superior Court Case No. 34-2021-00299134*

##### **3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION; Government Code sections 54954.5(c) and 54956.9(a) and (d)(1);**

*Christy Arsenth, et al. v. Carmichael Water District, Alameda County Superior Court Case No. 24CV089313*

---

### **ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION**

---

#### **REPORT OUT OF CLOSED SESSION**

---

#### **CONSENT CALENDAR:**

Consent Calendar items are expected to be routine and non-controversial, to be acted on by the Board in one motion. Should any Board member, staff member, or interested person request discussion on an item, the Board will consider the item separate from the Consent Calendar.

##### **4. Minutes for the Regular Board Meeting – June 16, 2025**

##### **5. Monthly Expenditure Report – May 2025**

##### **6. Budget to Actual Report – May 2025**

---

**ACTION CALENDAR:**

7. **Award of Progressive Design-Build Contract for the Construction of the Ladera and Winding Way ASR Wells Project**  
Staff recommends that the Board authorize the General Manager to 1) execute a Construction Contract with Garney Construction for the amount of \$997,548.00 and 2) authorize an additional \$100,000.00 contingency to be used only upon Staff approval for unforeseen work. With contingency, the total not to exceed contract amount for the proposed work is potentially \$1,097,548.00. Contract execution will not take place before legal review and approval are received.
8. **Memorandum of Understandings (MOUs) between Carmichael Water District, Pappas Investments, and D.R. Horton for Water Service**  
Staff recommends that the Board of Directors authorize the General Manager to execute the Memorandum of Understandings with Pappas Investments and D.R. Horton to thereby authorize and facilitate the District's interests related to the development of the proposed Winding Ranch project.
9. **FY 25-26 Salary Schedule and Memorandum of Understanding (MOU) with AFSCME Represented Employees**  
Staff recommends that the Board of Directors approve the Memorandum of Understanding with AFSCME, Local 146 for Represented Employees, and Resolution 07212025-01, A Resolution Adopting the Carmichael Water District Fiscal Year 2025-2026 Salary Schedule.
10. **Professional Services Contract to develop the 2025 Urban Water Management Plan (UWMP)**  
Staff recommends that the Board of Directors approve a Professional Services Agreement with Zanjero in the amount of \$49,5000 with a \$10,000 contingency and authorize the General Manager to execute the agreement for a not-to-exceed amount of \$59,500.
11. **Award of Professional Services Agreement to ECorp Consulting, Inc. for Initial Environmental Review Related to Future Ranney Collector Well Improvements Project**  
Staff recommends that the Board authorize the General Manager to 1) execute a Professional Services Agreement with a not-to-exceed cost of \$23,982.00 with a contingency of \$65,405.00 to be authorized by Staff for optional tasks should Federal funding be secured and 2) if the use of contingency funds are approved, authorize the General Manager to execute a contract amendment to increase the contract not-to-exceed amount as needed but by no more than \$65,405.00.
12. **FY 2025-26 Water Forum Annual Funding Agreement – Interagency Cost Sharing**  
Staff recommends that the Board of Directors approve the attached Water Forum Annual Funding Agreement for FY 2025-26 in the amount of \$53,445 and authorize the General Manager to execute the agreement.

**INFORMATIONAL ITEMS:**

13. **Monthly Informational Update for the La Vista Tank and Booster Pump Station**
14. **Carmichael Water District Standard Specifications and Details Revisions**

**COMMITTEE REPORTS:**

15. **Regional Water Authority**  
Director Greenwood Reports Out.
16. **Carmichael Chamber of Commerce**  
Director Nelson Reports Out.
17. **Other Committee Reports**  
Directors Report Out.

**STAFF REPORTS:**

18. **General Manager and District Activity Report – June 2025**
19. **Director's Expense Reimbursement Summary – June 2025**

**GENERAL CORRESPONDENCE/INFORMATION:**

20. **Director's Written and/or Oral Reports**

**The next meeting of the Board of Directors will be a Regular Board Meeting held on:  
Monday, August 18, 2025 at 6:00 p.m.**





**Regular Board Meeting  
Monday, June 16, 2025, 6:00 p.m.**

**Carmichael Water District  
7837 Fair Oaks Boulevard  
Carmichael, CA 95608**

### **MINUTES**

The Carmichael Water District Board of Directors met in Regular Session this 16<sup>th</sup> day of June at 6:00 p.m. in person and via teleconference.

#### **ATTENDANCE:**

**Directors:** Mark Emmerson, Ron Greenwood, Jeff Nelson  
**Staff:** Cathy Lee, Gaby Padilla, Debbie Martin, Aaron Ferguson  
**Public:** Six (6) Members of the Public

**CALL TO ORDER:** President Greenwood called the meeting to order at: **6:00 p.m.**

**PRESIDENTS COMMENTS:** President Greenwood led the Pledge of Allegiance and informed the public that since there is only three Members of the Board present and Director Nelson needs to leave early and for the sake of approving the primary items tonight the agenda will be cut short. He mentioned that he spoke to the General Manager and they confirmed that there are four items that need to be addressed. Those items include the consent calendar, agenda item 10, 11, and 16, and the public hearing. He mentioned that if they get through those items before Director Nelson needs to leave then they would include other items that need to be prioritized.

#### **PUBLIC COMMENT**

##### **1. Public Comment**

No comments.

#### **CLOSED SESSION**

**2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION;** Government Code sections 54954.5(c) and 54956.9(a) and (d)(1);  
*Carmichael Water District v. Nugent, et al., Sacramento Superior Court Case No. 34-2021-00299134*  
 The Board tabled this item until the next meeting.

#### **CONSENT CALENDAR**

- 3. Minutes for the Regular Board Meeting – May 19, 2025**
- 4. Minutes for the Special Board Meeting – May 21, 2025**
- 5. Minutes for the Special Board Meeting – May 23, 2025**
- 6. Monthly Expenditure Report – April 2025**
- 7. Budget to Actual Report – April 2025**
- 8. Capital Improvement Project Status Report Ending 03/31/2025**
- 8.5 Extension of Federal Advocacy Services with The Ferguson Group and conforming Amendments to MOAs for Reimbursement to San Juan Water District**

M/S Emmerson / Nelson to approve the consent calendar.

Mark Emmerson	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Jeff Nelson	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Ronald Davis	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>	Abstain	<input type="checkbox"/>
Ron Greenwood	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Paul Selsky	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>	Abstain	<input type="checkbox"/>
Board Totals:	Ayes:	3	Nays:	0	Absent:	2	Abstain:	0
<b>Passed Unanimously:</b>		<input checked="" type="checkbox"/>						

#### **ACTION ITEMS**

##### **9. Garfield Well Site Access**

Staff recommends that the Board of Director discuss the access requests, assess the security and liability topics, and approve any appropriate actions as necessary.

Directors inquired about giving access to the neighbors while accompanied by staff.

The General Manager informed the Board of Directors that JPIA informed staff that giving the public access is not a good idea because of the potential liability.

Mr. Ferguson informed the Board of Directors that a part of the neighbors request was to move vehicles in an out of the well site and his concern is the new installation of infrastructure in the near future, the risk potential is increasing. Even if accompanied, vehicles will be moved around the new well and electrical equipment and depending on what their insurance will cover, the District will be liable for the rest.

Directors commented that they do not think they should allow access to the neighbor on the south of the well site. They mentioned that they are more sympathetic to the neighbors on the west and proposed potentially adding a gate to their backyard before entering the restricted area.

Mr. Ferguson informed the Board of Directors that they would be reducing their risk potential if the District restricts anyone entering where the equipment is. While the risk is reduced, there is still the same potential for an accident along the driveway. He then wanted to clarify that Carmichael Water District (CWD) also owns the strip of grass in the driveway. He then mentioned that CWD has owned that strip of grass for several years and nothing has occurred and it has not been an issue.

Directors also suggested that they could sell that neighbor that strip of grass on the north side of the driveway.

Directors commented that they do not feel comfortable giving anyone access because it could open the door of giving other people access to other sites. They also mentioned that they feel that as a public servant they should protect the ratepayer from potential lawsuits that may come from this liability.

Directors commented that the access the neighbors that are requesting it will be infrequent and they have had a history of several years of access and/or accommodation from the District. They also mentioned that they feel comfortable absorbing the liability and should be good neighbors.

**Director Emerson motioned** to allowing access based upon prior notification and escorted by staff only when it has been deemed safe.

**Director Nelson amended Director Emerson's motion** to put a gate before the restricted area and allowing the neighbor on the west with the conditions of prior notification and being escorted by staff only when it is deemed safe.

President Greenwood declared that both **motions failed** as they were not seconded.

Directors inquired if the District owns the driveway.

The General Manager informed the Board of Directors that the District does own that driveway including the grass area. The width of the driveway is about 20ft and currently staff are actively using about half of that for District vehicles to go in and out of the site. At the moment there is only the gate blocking access to the site right before the well. Based on the JPIA's risk management recommendation, the gate will be moved to where the road is and will be for the full width of the driveway. There will also be construction going on for the next two years and the new generator will be arriving this summer.

Directors commented that when the construction begins it will be unsafe for anyone to have access.

The General Manager informed the Board of Directors that during construction, staff has to check in with the contractors before going on site. She then mentioned that in order to give the neighbors access, Mr. Ferguson will have to draft an agreement with the neighbors that the neighbors' insurance will be the first insurance to take into effect if something was to happen with them and whatever is not covered through their insurance then the District's insurance will then go into effect.

Director inquired if there was a tour of a facility that was escorted by staff do people on the tour sign a waiver.

The General Manager informed the Board of Directors that JPIA does have a form/waiver for guest to sign for when they are attending a tour of our facilities.

Directors commented that they would like to remove having those waivers for the tours.

The General Manager informed the Board of Directors that JPIA also mentioned that a tour does not have the same people attending the tours everyday so there is no reoccurring risk/liability like these neighbors would have if given access to the well site.

Directors commented that they think there is more of a liability of having someone falling or tripping with the tours of the water treatment plant then there would be in 40 years of having escorted access to the well site.

Director Nelson motioned to offer to sell the grass portion of the driveway to the neighbor at 3204 Garfield Ave after the construction is completed and they would pay the cost to do the lot line adjustment.

President Greenwood declared **motion failed** as it was not seconded.

Mr. Ferguson informed the Board of Directors that since there was no action, the Board is not agreeing to any request for access right now therefore the conditions set forth in the original letter stands, which is we cannot allow access for the neighbors. He then mentioned that it is in the Boards discretion at any subsequent meeting to accept the request made by the neighbors.

Directors inquired if they could give them a one-time access to give them the opportunity to move their things out of their sheds.

Mr. Ferguson informed the Board of Directors that in the letter that was sent previously, they were given the opportunity to do so.

The General Manager informed the Board of Directors that they should have already moved their items out. She then showed the Board of Directors a picture that was taken the weekend prior in which two cars parked in the grass area of CWD's driveway and the Sea-Doo that the neighbor was requesting access to was already in the driveway of their house. This shows that without the Board's approval they are already using the grassy area to park their cars.

Directors commented that once the gate moves to the street it will take care of this issue.

#### 10. Cross Connection Control Program and Regulation Adoption

Staff recommends that the Board of Directors approve Regulation 4060 – Cross-Connection Control Program and Resolution 06162025-01 - A Resolution of the Carmichael Water District Adopting and Implementing the Carmichael Water District Cross-Connection Control Program.

Directors commented that there are references to the Department of Health Services (DHS) and inquired if it was still an applicable reference.

The General Manager informed the Board of Directors that it is not and will be deleted or changed to reference an applicable department.

Directors commented that it was their understanding what was due to the State was a cross-connection control plan. The General Manager informed the Board of Directors that appendix to Regulation 4060 is the plan that will be submitted to the state on July 1, 2025. The reason it is included in the Districts regulation is so the District has authorization to enforce the plan and for it to be transparent to the ratepayers and customers.

Directors inquired if the policy is the plan.

The General Manager informed the Board of Directors that the Cross-Connection Control Policy is the plan that is due to the Water Board July 1, 2025.

Directors commented that the plans they have seen are more detailed. They then inquired if there was hazard assessments included in the policy.

The General Manager informed the Board of Directors that in section 4 of the policy it addresses the site surveys that are required and it includes the determination of all hazards.

Directors commented that there is typically a date associated with the completion of the hazard assessment.

The General Manager informed the Board of Directors that the District does not have many new cross connections and that is why they did not include a date.

Directors inquired if this was a program, policy, or plan.

The General Manager informed the Board of Directors that the policy is the "plan" and the policy is a part of the program. There needs to be a regulation that is approved by the Board that has the program within it.

Directors commented that there has to be a plan submitted to the Water Board.

The General Manager informed the Board of Directors that the policy is the plan.

Mr. Ferguson informed the Board of the Directors that the intention is that policy is the plan and that the program is adopted through the regulation to carry forward the enforcement mechanisms. The plan just needs to contain certain elements to be in compliance and the policy presented is reflective of the requirements.

M/S Emmerson / Nelson to approve staff recommendation with the substitution for the State Water Board be in place should the reference of the DHS be inapplicable.

Mark Emmerson	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Jeff Nelson	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Ronald Davis	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>	Abstain	<input type="checkbox"/>
Ron Greenwood	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Paul Selsky	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>	Abstain	<input type="checkbox"/>
Board Totals:	Ayes:	3	Nays:	0	Absent:	2	Abstain:	0

Passed Unanimously: ☒

# 11. Award of Construction Contract for the Claremont Road and Fair Oaks Blvd (FOB) Pipeline Replacement Project

Staff recommends that the Board of Directors 1) authorize a \$400,000.00 contingency for the contract to provide funding for any potential change orders due to unforeseen conditions; 2) note increases in the amount of the two line items in the final budget to cover the bid amount and contingency; 3) authorize the General Manager to execute a Construction Contract with Flowline Contractors for a total not exceed amount of \$4,258,254.40.

Directors inquired if the work will be done before September.

The General Manager informed the Board of Directors that Fair Oaks Blvd Pipeline portion of the project needs to be completed by September before the County comes in to re-pave Fair Oaks Blvd.

M/S Emmerson / Nelson to approve staff's recommendation.

Mark Emmerson	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Jeff Nelson	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Ronald Davis	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>	Abstain	<input type="checkbox"/>
Ron Greenwood	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Paul Selsky	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>	Abstain	<input type="checkbox"/>
Board Totals:	Ayes:	3	Nays:	0	Absent:	2	Abstain:	0
Passed Unanimously:		<input checked="" type="checkbox"/>						

# 12. FY 2025-26 Water Forum Annual Funding Agreement – Interagency Cost Sharing

Staff recommends that the Board of Directors approve the attached Water Forum Annual Funding Agreement for FY 2025-26 in the amount of \$53,445 and authorize the General Manager to execute the agreement.

The Board tabled this item until the next meeting.

# 13. Temporary Engineering Department Staffing

Staff recommends that the Board of Directors approve the attached Employment Agreement for Temporary Employment as a Retired Annuitant and authorize the General Manager to execute the agreement.

No comments.

M/S Nelson / Emmerson to approve staff's recommendation.

Mark Emmerson	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Jeff Nelson	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Ronald Davis	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>	Abstain	<input type="checkbox"/>
Ron Greenwood	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Paul Selsky	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>	Abstain	<input type="checkbox"/>
Board Totals:	Ayes:	3	Nays:	0	Absent:	2	Abstain:	0
Passed Unanimously:		<input checked="" type="checkbox"/>						

# 14. LAFCo - Election of Special District Representatives to Sacramento LAFCo Nominations for Special District Commissioners

The Board tabled this item until the next meeting.

# 15. FY 2025-26 Salary Schedule and Benefits

Staff recommends that the Board of Directors approve a delay in salary adjustment until July 2025 Board meeting.

The Board tabled this item until the next meeting.

# 16. Fiscal Year 2025-26 Annual Budget and Resolution Adopting the Annual Budget, Continuation of the Five-Year Water Rate Schedule (Including Water Surcharges), Fee Schedule, and Salary Bands

Staff recommends that the Board of Directors approve Resolution 06162025-02 – A Resolution Adopting the Carmichael Water District (District) Fiscal Year 2025-26 Annual Budget, Continuation of the Five-Year Water Rate Schedule (Including Water Surcharges), Fee Schedule, and Salary Bands.

Directors commented that they are aware of the Winding Ranch Development and that it is over 70 homes. They

then inquired what the current connection fee is.

The General Manager informed the Board of Directors that the one-inch connection is \$9,000 to \$10,000 and that development is 79 homes.

The Finance Manager informed the Board of Directors that there is a developer agreement in the works and it is not included in this budget since it is still under negotiations by the Engineering Department and the Winding Ranch Developers. When the agreement is completed, there will most likely be a budget adjustment to include the revenue of this project under Facility Fees revenue.

The General Manager informed the Board of Directors that in the budget it states that they developer fees for the one-inch connection fee is \$10,908. Sacramento Suburban Water District has posted their one-inch connection fee on their website at it is \$12,433.

Directors commented that the District's one-inch connection fee is about \$11,000 so for 79 houses that would be a total revenue of about \$850,000.

The General Manager informed the Board of Directors that the current discussion with the developer is how that fee is going to come in. The developer does not want to pay the full amount up front and would prefer a phased approach. The discussions include the schedule for how the fee is going to be paid. Once there is an agreement, staff will send the agreement to the general council for review and once the review is complete it will be presented to the Board for approval.

Directors commented that they wanted to bring up this item because as of right now the budget is showing a deficit but once this amount comes into the budget; there will not be a deficit.

Mr. Hanscom commented that a third of the budget is money from grants, which is great, but his concern is that the District does not get comfortable with the amount of this budget. He feels that if the District does not get grants in the upcoming years then the budget should be less because he does not think the rate payers are going to want to pick up the slack. Another thing that he noted on page 203, in the project description, it states that the admin building is a corporate office and he teased that he did not realize that this was a corporation. He suggested using District office instead of corporate office.

Ms. Cristoni inquired as to why the District was trying to bring back Scott Bair if there is a budget deficit.

Directors commented that they were not aware that staff was trying to bring back Scott Bair and inquired the General Manager.

The General Manager informed the Board of Directors that it is a personnel discussion and thinks it cannot be discussed openly at the Board Meeting.

Directors thanked Ms. Cristoni for bringing that to their attention.

Ms. Velasquez commented that it looks like the three percent Cost of Living Adjustment (COLA) that is effective July 1, 2025 was going to be put on hold. She mentioned that it was taken out of the budget and it was concerning to the non-union employees since they are not a part of the negotiations like the union employees are.

Directors commented that they learned about this recently and it is currently under discussions.

The General Manager informed the Board of Directors that the salary survey is done with the total compensation. However CalPERS is not releasing the medical premiums until June 17, 2025. In discussion with the union staff, they felt like a pause any type of implementation discussion until the medical premium rates are released so they can discuss more meaningfully as a District to determine how much the District portion of the employee medical premiums should be paid depending on what the salaries look like. She is asking the Board to hold off on that until the July Board meeting to include the item with the CalPERS medical rates and the salary could be paid retroactively or in a different fashion. She then mentioned that she does not know where the three percent COLA would put the salaries.

Ms. Velasquez commented that it was her understanding that the COLA's do not have anything to do with the CalPERS medical premiums or the salary survey. She also mentioned that the three percent COLA was already approved back at the February Board meeting and because of that, the three percent COLA should be moved forward as the District policy states. She then mentioned that she is speaking on behalf of all the non-union employees which they all signed a petition to show the Board the support.

Directors informed Ms. Velasquez that whatever the final number that comes from the total compensation they are sure that the three percent would be included. They anticipate that the approved salary bands will be retroactive and it will be as if it was implemented July 1<sup>st</sup> and also be receiving the benefit moving forward.

Ms. Velasquez commented that she still did not understand how the CalPERS numbers and the salary survey tie into the COLA. She then inquired if the three percent is going to be retroactive to July 1<sup>st</sup> why not apply it as of July 1<sup>st</sup>. Directors commented that they appreciate staff being present and asking questions and they would encourage staff to do it more. They then mentioned that whatever the union employees get they want to be fair with all employees so it really should not matter if the employee is in the union or not. They also mentioned that when the salary bands come to the Board for approval with the COLA it would be retroactive. They stated that there is nothing going on and they are not aware of anything that will stiff the employees. They want the District to be competitive, they want

to keep staff happy, the Board is very happy with staff, and the Board has really tried to show staff that they are trying to compensate them more than the upper 50<sup>th</sup> percentile. They then mentioned that they do understand staff's concern and they will do what they can to make this right for them.

Directors commented that they have read this budget several times and each time they have learned something new about the District. They mentioned that they have had four presentations on this budget and they want to commend the Finance Manager, General Manager, and staff for this excellent presentation of the budget. They understand it and know what direction the District is going in, the budget answers every question the Board, and ratepayers may have. They thanked staff very much for a job well done.

Directors commented that anytime the Board has asked the Finance Manager a question they have been very forthcoming and open. The Finance Manager has always had the right answers and clearly they have nothing to hide and the Board appreciates that.

The General Manager informed the Board of Directors that the budget has been receiving the GFOA Budget award for the last three years.

The Finance Manager informed the Board of Directors that the 25-26 budget, unfortunately, would not be eligible to submit to the GFOA. The GFOA has changed their criteria, it now requires the budget documents to include a strategic plan, and the District currently is working on its strategic plan. The rest of the budget is in line with the rest of the requirements and includes the performance measures but are supposed to point back directly to a strategic goal. They then mentioned that including the strategic goal is an effort for next year.

M/S Nelson / Emmerson to approve staff's recommendation.

Mark Emmerson	Aye	✓	Nay		Absent		Abstain	
Jeff Nelson	Aye	✓	Nay		Absent		Abstain	
Ronald Davis	Aye		Nay		Absent	✓	Abstain	
Ron Greenwood	Aye	✓	Nay		Absent		Abstain	
Paul Selsky	Aye		Nay		Absent	✓	Abstain	
Board Totals:	Ayes:	3	Nays:	0	Absent:	2	Abstain:	0
<b>Passed Unanimously:</b>		✓						

## **ANNOUNCED PUBLIC HEARING AND ADJOURNED REGULAR MEETING TO PUBLIC HEARING: 6:41 p.m.**

### **PUBLIC HEARING:**

#### **17. Public Health Goal**

##### **a. Director's Comments**

Directors inquired if the MCL was exceeded.

The General Manager informed the Board of Directors that it was not.

Directors commented that they were surprised to see uranium in there.

The General Manager informed the Board of Directors that uranium, arsenic, and chrome are naturally occurring. There is also a certain amount of chromium 6 in the ground so it is naturally occurring too at such low levels. The two that are not naturally occurring is perchlorate and tetrachloroethylene (PCE). The PCE contaminant could be migrating from elsewhere but the perchlorate is the strange one and they think it could be tied to the fertilizer use.

Directors inquires as to why micro plastics are not on this list.

The General Manager informed the Board of Directors that micro plastics do not have any regulatory level associated with it yet. Staff recently did a testing for unregulated contaminant for which monitoring is required. Micro plastics is an issue for surface water because it is very hard for it to seep down or perchlorate through to the groundwater level where the wells are drilled.

##### **b. Public Comments**

Mr. Hanscom inquired if the District found some constituents in the groundwater or surface water.

The General Manager informed Mr. Hanscom that they were found in the groundwater.

Mr. Hanscom commented that some areas of the District were going to get a higher percentage of constituents because some areas use more groundwater.

The General Manager informed Mr. Hanscom that it could be a possibility.

M/S Nelson / Emmerson to accept the Public Health Goal Report.

**REGULAR BOARD MEETING MINUTES FOR JUNE 16, 2025****PAGE 7**

Mark Emmerson	Aye	✓	Nay		Absent		Abstain	
Jeff Nelson	Aye	✓	Nay		Absent		Abstain	
Ronald Davis	Aye		Nay		Absent	✓	Abstain	
Ron Greenwood	Aye	✓	Nay		Absent		Abstain	
Paul Selsky	Aye		Nay		Absent	✓	Abstain	
Board Totals:	Ayes:	3	Nays:	0	Absent:	2	Abstain:	0
<b>Passed Unanimously:</b>		✓						

**ADJOURNED PUBLIC HEARING AND OPENED REGULAR MEETING: 6:48 p.m.**

Director Nelson left the meeting at 7:08 p.m. and there no longer was a quorum to be able to take action.

**INFORMATIONAL ITEMS****18. Monthly Informational Update for the La Vista Tank and Booster Pump Station**

No comments.

**COMMITTEE REPORTS****19. Sacramento Groundwater Authority (SGA) Board Meeting**

Director Selsky Reports Out.

The General Manager reported that Director Selsky did not attend the SGA meeting and SGA did not have a quorum and could not take actions on items. There was discussions on the groundwater levels and the GSP.

**20. Regional Water Authority**

Director Greenwood Reports Out.

No report.

**21. Carmichael Chamber of Commerce**

Director Nelson Reports Out.

The General Manager reported that the next meeting is on June 19<sup>th</sup> so there is no meeting to report on.

**22. Other Committee Report**

Directors Report Out.

No Reports.

**STAFF REPORTS:****23. General Manager and District Activity Report – May 2025**

Discussed with the Board.

**24. Director's Expense Reimbursement Summary – May 2025**

No comments.

**GENERAL CORRESPONDENCE/INFORMATION:****25. Director's Written and/or Oral Reports**

**ADJOURNMENT:** President Greenwood adjourned the meeting at: **7:25 p.m.**

Ron Greenwood, Board President

Cathy Lee, Board Secretary

---

*This page intentionally left blank.*



**CARMICHAEL WATER DISTRICT  
MONTHLY EXPENDITURES REPORT  
For the period May 1 to May 31, 2025**

**AGENDA ITEM 5**

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
77083	5/1/2025	ACI formerly Official Payments Corp	Admin svcs: Finance: Customer Service - Payment processing fees - March	60.70
77084	5/1/2025	Amazon Capital Services Inc	Distribution: Admin - Tools, Shop supplies	86.04
77085	5/1/2025	Backflow Distributors Inc	Production: Admin - Backflow supplies	305.37
77086	5/1/2025	Bay Alarm Company	Admin svcs: General admin - Facility expense, Production: WTP- Facilities expense	1,212.18
77087	5/1/2025	Best Cleaning Team LLC	Production: WTP Ops, Admin: General Admin - Facility maintenance - Janitorial - April	1,500.00
77088	5/1/2025	Brower Mechanical Inc	Admin svcs: General admin - Facility expense	220.00
77089	5/1/2025	BSK Associates	Production: WTP Operations - Water quality	893.00
77090	5/1/2025	Carmichael Tire & Auto Repair	Production: admin- Vehicle repairs and maintenance	71.45
77091	5/1/2025	Comcast	Production: WTP Operations - Telecommunication	685.15
77092	5/1/2025	Core & Main LP	Distribution: Admin - Shop supplies, Tools	763.48
77093	5/1/2025	County of Sacramento - Encroachment Perm	Distribution: Admin - Contract services and inspection fees, CIP - Claremont	665.75
77094	5/1/2025	DataProse LLC	Admin svcs: Finance: Customer service - Billing expenses - March	6,346.13
77095	5/1/2025	Domenichelli and Associates Inc	Engineering: Professional services - Fire Flow	2,321.86
77096	5/1/2025	Elite Power Inc	Admin svcs: General admin - Facility expense	450.00
77097	5/1/2025	Frisch Engineering Inc	CIP - Garfield Generator and electrical improvements	2,495.00
77098	5/1/2025	GEI Consultants Inc	CIP - Ladera Well, Winding Way, Dewey Well Demo	6,758.00
77099	5/1/2025	Grainger	Production: Admin - Safety equipment	695.72
77100	5/1/2025	Harris Industrial Gases	Distribution: Admin - Equipment rental	188.05
77101	5/1/2025	Invoice Cloud Inc	Admin svcs: Finance: Customer service - Payment processing fees - March	2,589.20
77102	5/1/2025	Kennedy Jenks Consultants	CIP - La Vista Tank and pump station	11,053.90
77103	5/1/2025	Kimmel Construction Inc	CIP - District office security (Lobby remodel), Retention payment	7,488.00
77104	5/1/2025	Lightfoot Truck Repair Inc dba Lightfoot	Distribution: Admin - Vehicle repairs and maintenance	250.00
77105	5/1/2025	Mid Pacific Engineering Inc	CIP - La Vista Tank and pump station	5,492.88
77106	5/1/2025	Mitch's Certified Classes Inc	Production: Admin - Training, certification, travel, meetings	850.00
77107	5/1/2025	Network Design Associates Inc	Admin svcs: IT - Network monitoring/Risk assessment	680.00
77108	5/1/2025	New Answernet Inc	Admin svcs: IT - Telecommunications - April answering services	200.00
77109	5/1/2025	Olin corp	Production: WTP Operations - Chemicals	15,433.50
77110	5/1/2025	Pace Supply Corp	Inventory	4,298.59
77111	5/1/2025	Parcel Quest	Admin Services: IT - General software/licensing	2,399.00
77112	5/1/2025	Patitucci Tree Trimming and Removal Inc	Production: WTP Operations - Facility Maintenance, Well Operations - Repairs and maintenance - Garfield	3,100.00
77113	5/1/2025	Patron Trucking Inc	Distribution: Transmission and distribution - Road restoration	2,878.68
77114	5/1/2025	PG&E	Admin svcs: General admin - Facility expense	274.27
77115	5/1/2025	Quill.com	Admin svcs: General admin - Office supplies	71.94
77116	5/1/2025	San Juan Water District	Admin svcs: GM - Professional services: Water rights/ management	2,250.00
77117	5/1/2025	Shred City	Admin svcs: HR - contract services	136.80
77118	5/1/2025	Sierra Chemical Company (West Sac)	Production: WTP Operations - Chemicals	808.04
77119	5/1/2025	Sierra National Construction	CIP - La Sierra Well	346,018.50
77120	5/1/2025	State Water Res Control Brd	CIP - La Vista Tank and pump station	727.00
77121	5/1/2025	USA BlueBook	Production: WTP Operations - System Maintenance	1,043.58
77122	5/1/2025	Verizon Wireless	Admin svcs: Information technology - Telecommunications, Production: WTP Operations - Telecommunications	710.69
77123	5/1/2025	Water Systems Consulting Inc	CIP - Ladera Well, Winding Way Well	6,684.50
77124	5/1/2025	West Coast Energy Systems LLC	CIP - La Vista Tank and pump station	1,198.00
77125	5/15/2025	Ace Armature & Motor Shop Inc	Production: WTP Operations - Systems maintenance	44,692.33

**CARMICHAEL WATER DISTRICT**  
**MONTHLY EXPENDITURES REPORT**  
For the period May 1 to May 31, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
77126	5/15/2025	AM Conservation Group Inc	Admin Services: Outreach- Supplies	2,357.62
77127	5/15/2025	Brower Mechanical Inc	Admin svcs: General admin - Facility expenses	761.00
77128	5/15/2025	BSK Associates	Production: WTP Ops - Water quality	420.00
77129	5/15/2025	Cathy Lee	Admin svcs: HR - Training, travel and meetings	2,922.88
77130	5/15/2025	Cogsdale Corporation	Admin svcs: IT- General software and subscriptions (Cogsdale/Great Plains 2025-26 Prepaid)	64,218.86
77131	5/15/2025	Comcast	Admin svcs: IT - Telecommunication	979.44
77132	5/15/2025	Elite Power Inc	Distribution: Admin - Facility maintenance	2,270.00
77133	5/15/2025	Gavrilov & Brooks Law	Admin svcs: HR - Legal litigation	7,070.00
77134	5/15/2025	Harris Industrial Gases	Distribution: Admin - Equipment rental	26.65
77135	5/15/2025	Hunt & Sons Inc	Distribution: Administration - Fuel	2,746.61
77136	5/15/2025	Hydrotex	Production: Well Ops - Well Repairs and maintenance - La Vista	184.00
77137	5/15/2025	Kennedy Jenks Consultants	CIP - La Vista Tank and pump station	11,274.90
77138	5/15/2025	Koch & Koch Inc	CIP - La Vista Tank and pump station	191,393.54
77139	5/15/2025	Murphy Austin Adams Schoenfeld LLP	CIP - La Vista Tank and pump station, Ladera well, Winding way well	3,790.00
77140	5/15/2025	New Image Landscape Company	Admin svcs: Gen admin, Prod: WTP Ops, Well Ops, - Facility maintenance - April	1,963.00
77141	5/15/2025	O'Reilly Auto Parts	Production: Admin - Vehicle maintenance	213.69
77142	5/15/2025	Pace Supply Corp	Inventory	6,522.49
77143	5/15/2025	Patron Trucking Inc	Distribution: Transmission and distribution - Road restoration	1,430.51
77144	5/15/2025	PG&E	Production - WTP Ops - Power	27.97
77145	5/15/2025	Quill.com	Admin svcs: Gen admin - Office supplies, Production: Admin - Office supplies	689.99
77146	5/15/2025	Royal Electric Company	CIP - Garfield Well Electrical improvements	33,250.00
77147	5/15/2025	Sacramento County Utilities	Production: WTP Operations - Utilities	89.99
77148	5/15/2025	Sacramento Metropolitan Air Quality Mgmt.	Production: WTP Ops, Well Ops, Admin svcs: General - License, fees and permits,	9,864.82
77149	5/15/2025	Sierra Vista Maintenance	Admin svcs: General admin - Facility expenses	1,608.89
77150	5/15/2025	SMUD	Production: Well Ops, WTP Ops, Admin svcs: General admin - Facility expenses - Power	12,498.34
77151	5/15/2025	Somach Simmons & Dunn	Admin svcs: GM - Water rights/management, Board legal	34,136.67
77152	5/15/2025	Toppel Consulting Inc	CIP - La Vista Tank and pump station	36,440.00
77153	5/15/2025	Univar USA Inc	Production: WTP Ops - Chemicals	8,609.76
77154	5/15/2025	Well Industries Inc DBA North State Drill	Hydrant deposit refund	4,960.00
77155	5/20/2025	Bay Alarm Company	Admin svcs: General admin - Facility expense, Production: WTP Operations - Security	1,212.18
77156	5/20/2025	Bryce Consulting	Admin svcs: Office of GM- Studies and contracts	12,350.00
77157	5/20/2025	BSK Associates	Production: WTP Operations - Water quality	210.00
77158	5/20/2025	California Surveying and Drafting Supply	Admin svcs: Engineering - Software and licensing - GIS monthly software fees - May	150.00
77159	5/20/2025	Cisco Air Systems Inc	Production: WTP Operations - Systems maintenance	706.25
77160	5/20/2025	Clark Pest Control	Production: WTP Ops - Facility maintenance - Pest control, Admin svcs: General admin - Facility expense	309.00
77161	5/20/2025	Comcast	Production: WTP Operations - Telecommunication	694.31
77162	5/20/2025	County of Sacramento - Encroachment Perm	Distribution: Admin - Contract services and inspection fees	450.00
77163	5/20/2025	Downtown Ford Sales	CIP - Distribution Vehicle purchases	175,154.80
77164	5/20/2025	Dugan Management and Engineering Inc	CIP - Claremont MLRP	7,512.75
77165	5/20/2025	Grainger	Production: Admin - Shop supplies	115.02
77166	5/20/2025	Harris Industrial Gases	Distribution: Admin - Equipment rental	28.25
77167	5/20/2025	Home Depot	Production: Admin - Office supplies, Shop supplies, Distribution: Admin - Tools	575.81
77168	5/20/2025	Idexx Distribution Inc	Production: Admin - Lab chemicals and supplies	2,754.14
77169	5/20/2025	Martin General Engineering Inc	Hydrant deposit refund	4,960.00
77170	5/20/2025	Mid Pacific Engineering Inc	CIP - La Vista Tank and pump station	4,822.88

**CARMICHAEL WATER DISTRICT**  
**MONTHLY EXPENDITURES REPORT**  
For the period May 1 to May 31, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
77171	5/20/2025	Quill.com	Admin svcs: General admin - Office supplies	415.19
77172	5/20/2025	Sacramento County Utilities	Production: WTP Operations - Utilities, Admin svcs: General admin - Facility expenses - Utilities	694.99
77173	5/20/2025	Sierra National Construction	CIP - La Sierra well	517,579.00
77174	5/20/2025	SMUD	Production: WTP Operations - Power	72,201.28
77175	5/20/2025	Todd Molly Grimmer	Customer refund	227.49
77176	5/20/2025	US Bank	See "Credit card expenses" below	
77177	5/20/2025	Verizon Wireless	Admin svcs: Information technology, Production: WTP Operations - Telecommunications	708.89
77178	5/20/2025	Waste Management of Sacramento	Admin svcs: General admin - Facility expenses, Production: WTP Ops - Utilities	683.74
77179	5/28/2025	ACI formerly Official Payments Corp	Admin svcs: Finance: Customer Service - Payment processing fees - April	62.05
77180	5/28/2025	ACWA JPIA (WC Insurance)	All Depts: Salaries, Benefits, Taxes: Workers' comp insurance FQE 3/31/25	8,122.00
77181	5/28/2025	Amazon Capital Services Inc	Admin svcs: Gen admin - Office supplies	19.40
77182	5/28/2025	Best Cleaning Team LLC	Production: WTP Ops, Admin: General Admin - Facility Maint - Janitorial - May	1,500.00
77183	5/28/2025	BSK Associates	Production: WTP Ops - Water quality	285.00
77184	5/28/2025	Buckmaster Office Solutions	Admin svcs: IT - Equipment repairs and maintenance, General admin - Office supplies	315.00
77185	5/28/2025	Core & Main LP	Inventory	13,581.75
77186	5/28/2025	DataProse LLC	Admin svcs: Finance: Customer service - Billing expense - April	6,037.06
77187	5/28/2025	Filmtec Corp (formerly Evoqua)	Production: WTP Operations - Systems maintenance	6,465.00
77188	5/28/2025	Frisch Engineering Inc	CIP - Garfield Well Generator and electrical improvements	8,015.00
77189	5/28/2025	Government Finance Officers Association	Admin svcs: HR - Training, Finance - Dues and memberships	255.00
77190	5/28/2025	Instrument Technology Corp	CIP - Distribution equipment - Leak detector	7,961.89
77191	5/28/2025	Invoice Cloud Inc	Admin svcs: Finance: Customer service - Payment processing - April	2,478.45
77192	5/28/2025	Network Design Associates Inc	Admin svcs: IT - Network monitoring/Risk assessment, Contract services, Hardware, Cybersecurity	27,077.13
77193	5/28/2025	New AnswerNet Inc	Admin svcs: IT - Telecommunications - May answering services	200.00
77194	5/28/2025	PG&E	Admin svcs: General admin - Facility expense	22.58
77195	5/28/2025	Sacramento County Recorder	Admin svcs: Finance: Customer Service - Lien release fees	20.00
77196	5/28/2025	Security Contractor Services Inc	CIP - La Vista Tank and pump station	101.25
77197	5/28/2025	Telstar Instruments Inc	Production: WTP Operations - Systems maintenance	1,116.00
77198	5/28/2025	West Coast Energy Systems LLC	CIP - La Vista Tank and pump station	1,198.00

**EFT**

35251	5/16/2025	CalPERS 457 Plan	457 Payment for the pay period 4/28/25-5/11/25	5,313.45
35252	5/28/2016	CalPERS 457 Plan	457 Payment for the pay period 5/12/25-5/25/25	5,392.22
35253	5/1/2025	CalPERS (Medical)	All Depts: Benefits - May Medical insurance premium	71,311.06
35254	5/13/2025	CalPERS (Pension contribution)	Pension Contribution (ER and EE) Pay period 3/31/25-4/13/25	19,564.28
35255	5/16/2025	CalPERS (Pension contribution)	Pension Contribution (ER and EE) Pay period 4/14/25-4/27/25	19,529.66
35256	5/28/2025	CalPERS (Pension contribution)	Pension Contribution (ER and EE) Pay period 4/28/25-5/11/25	19,647.43
35257	5/1/2025	Mutual of Omaha	All Depts: Benefits - May LTD and life insurance premiums	1,426.70
35258	5/30/2025	Pitney Bowes	Admin svcs: Gen admin - Postage	200.00
35159	2/28/2025	CalPERS (Pension contribution)	Pension Contribution (ER and EE) Pay period 12/23/24-1/5/25 (Paid 2-28-25)	18,224.67
35260	5/12/2025	West America Bank	Deluxe checks	167.89

**Credit Card Expenses**

77176	5/20/2025	US Bank		14201.38
		Home Depot	Distribution: Admin - Shop supplies (Refund)	(74.24)
		ACME tools	Distribution: Admin - tools	2,337.44

**CARMICHAEL WATER DISTRICT**  
**MONTHLY EXPENDITURES REPORT**  
For the period May 1 to May 31, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
		AWWA	Distribution: Admin - Training, certification, travel and meetings	167.87
		Amazon	Production: Admin- Safety	263.94
		Safety Unlimited, Inc	Production: Admin - Training, certification, travel and meetings	210.00
		Amazon	Production: Admin- Safety equipment	80.36
		Water and Wastewater Jobs	Admin svcs: HR - Advertising - employment ads	185.00
		BC Water Jobs	Admin svcs: HR - Advertising - employment ads	200.00
		Rocket Restrooms	CIP - La Vista Tank and pump station	53.88
		Super clean	Production admin - Vehicle Repairs and maintenance	20.99
		Governmentjobs.com	Admin svcs: HR - Advertising - employment ads (Water efficiency specialist)	199.00
		ACWA	Admin svcs: HR - Advertising - employment ads (Water efficiency specialist)	475.00
		DLT Solutions	Admin svcs: Engineering- Software/licensing	9,823.00
		CA Sec of State	Admin svcs: General admin- Licenses, fees, permits	20.00
		CARB	Distribution: Admin- Licenses, fees, permits	93.91
		Sacramento County	Production: Well Operations - Well Repairs/maintenance	33.30
		Zoom	Admin svcs: IT - General software/licensing	111.93
<b>Check register total</b>				<b>1,994,096.17</b>
		Payroll	Employee and Director pay, payroll taxes, payroll processing fees (Pay dates: 5/14/25, 5/28/25)	227,960.26
<b>Total cash expenditures</b>				<b>2,222,056.43</b>

\*\*\*\*\*INFORMATIONAL\*\*\*\*\*

<b><u>Bond expenditures to be reimbursed to the General Fund from the Bond Proceeds account</u></b>				
77102	5/1/2025	Kennedy Jenks Consultants	CIP - La Vista Tank and pump station	11,053.90
77105	5/1/2025	Mid Pacific Engineering Inc	CIP - La Vista Tank and pump station	5,492.88
77120	5/1/2025	State Water Res Control Brd	CIP - La Vista Tank and pump station	727.00
77124	5/1/2025	West Coast Energy Systems LLC	CIP - La Vista Tank and pump station	1,198.00
77137	5/15/2025	Kennedy Jenks Consultants	CIP - La Vista Tank and pump station	11,274.90
77138	5/15/2025	Koch & Koch Inc	CIP - La Vista Tank and pump station	191,393.54
77139	5/15/2025	Murphy Austin Adams Schoenfeld LLP	CIP - La Vista Tank and pump station	1,890.00
77152	5/15/2025	Toppel Consulting Inc	CIP - La Vista Tank and pump station	36,440.00
77170	5/20/2025	Mid Pacific Engineering Inc	CIP - La Vista Tank and pump station	4,822.88
77176	5/20/2025	Rocket Restrooms	CIP - La Vista Tank and pump station	53.88
77196	5/28/2025	Security Contractor Services Inc	CIP - La Vista Tank and pump station	101.25
77198	5/28/2025	West Coast Energy Systems LLC	CIP - La Vista Tank and pump station	1,198.00
<b>Total Bond expenditures</b>				<b>265,646.23</b>

**CARMICHAEL WATER DISTRICT**  
**Budget to Actual**  
**For the eleven months ended May 31, 2025**  
**91% of the Budget expired**

	May Actual	Fiscal YTD Actual	Fiscal Year Amended Budget*	\$ Budget Available	% of Budget Used
<b>Revenue</b>					
<b>District revenue</b>					
Water sales	\$ 1,705,639	\$ 15,956,370	\$ 17,820,000	\$ 1,863,630	89.54%
Water service fees and charges	4,266	51,705	80,000	28,295	64.63%
Other service fees	9,381	133,774	134,000	226	99.83%
Grant revenue	15,497	3,539,992	7,750,000	4,210,008	45.68%
Interest income	57,457	433,690	400,000	(33,690)	108.42%
Miscellaneous	1,141	59,081	76,450	17,369	77.28%
Facility fees	-	-	50,000	50,000	0.00%
<b>Total District revenue</b>	<b>1,793,381</b>	<b>20,174,612</b>	<b>26,310,450</b>	<b>6,135,838</b>	<b>76.68%</b>
<b>Outside boundary sales</b>					
Treatment and delivery charges	85,311	956,520	1,452,000	495,480	65.88%
<b>Total Outside boundary sales</b>	<b>85,311</b>	<b>956,520</b>	<b>1,452,000</b>	<b>495,480</b>	<b>65.88%</b>
<b>TOTAL REVENUE</b>	<b>1,878,692</b>	<b>21,131,132</b>	<b>27,762,450</b>	<b>6,631,318</b>	<b>76.11%</b>
<b>Expenditures</b>					
<b>Bond interest expense</b>					
COPS Interest	74,399	860,877	947,131	86,254	90.89%
<b>Administrative Services</b>					
<b>Board of Directors</b>					
Director's Fees, taxes, insurance	1,985	22,327	37,948	15,621	58.84%
Board expenses	23,283	49,707	65,500	15,793	75.89%
<b>Total Board of Directors Department</b>	<b>25,268</b>	<b>72,034</b>	<b>103,448</b>	<b>31,414</b>	<b>69.63%</b>
<b>Office of the General Manager</b>					
Salaries, benefits, taxes	33,630	311,338	344,073	32,735	90.49%
Studies, contracts, water rights/water management	23,203	73,837	180,000	106,163	41.02%
<b>Total Office of the General Manager</b>	<b>56,833</b>	<b>385,175</b>	<b>524,073</b>	<b>138,898</b>	<b>73.50%</b>
<b>Engineering/Technical Services</b>					
Salaries, benefits, taxes	51,488	636,662	760,041	123,379	83.77%
Departmental staff allocation to Production	(12,872)	141,592	(154,469)	(296,061)	(91.66%)
Software licensing, supplies, general office	1,935	17,017	28,500	11,483	59.71%
General engineering/contract services	-	27,934	50,000	22,066	55.87%
<b>Total Engineering Department</b>	<b>40,551</b>	<b>823,205</b>	<b>684,072</b>	<b>(139,133)</b>	<b>120.34%</b>
<b>Finance</b>					
Salaries, benefits, taxes	46,971	438,743	546,429	107,686	80.29%
Professional and contract services	-	38,280	80,000	41,720	47.85%
Fees and charges	1,184	16,381	19,460	3,079	84.18%
<b>Total Finance Department</b>	<b>48,155</b>	<b>493,404</b>	<b>645,889</b>	<b>152,485</b>	<b>76.39%</b>
<b>Customer Service</b>					
Salaries, benefits, taxes	33,356	345,476	392,781	47,305	87.96%
Billing expenses	6,037	61,873	76,000	14,127	81.41%
Payment processing and collection fees	2,561	46,441	62,900	16,459	73.83%
Professional and contract services	-	-	5,000	5,000	0.00%
<b>Total Customer Service Department</b>	<b>41,954</b>	<b>453,790</b>	<b>536,681</b>	<b>82,891</b>	<b>84.55%</b>
<b>Human Resources</b>					
Salaries, benefits, taxes	10,430	113,657	127,402	13,745	89.21%
Recruitment, exams/screenings, contract services	1,059	6,856	12,500	5,644	54.85%
Legal and litigation expense	7,070	9,515	62,000	52,485	15.35%
Training/certification/travel/meetings	3,018	8,866	17,200	8,334	51.55%
Employee recognition	-	1,428	3,000	1,572	47.60%
<b>Total Human Resources Department</b>	<b>21,577</b>	<b>140,322</b>	<b>222,102</b>	<b>81,780</b>	<b>63.18%</b>

**CARMICHAEL WATER DISTRICT**  
**Budget to Actual**  
**For the eleven months ended May 31, 2025**  
**91% of the Budget expired**

	May Actual	Fiscal YTD Actual	Fiscal Year Amended Budget*	\$ Budget Available	% of Budget Used
<b>Information Technology</b>					
Contract services	3,440	34,556	70,200	35,644	49.23%
Software licensing, website maintenance, cybersecurity	9,952	106,824	153,500	46,676	69.59%
Hardware and supplies	1,873	5,968	20,500	14,532	29.11%
Equipment repairs/maintenance	295	4,020	10,000	5,980	40.20%
Telecommunications	1,688	15,932	15,000	(932)	106.21%
Allocation of IT expenses to Production	(3,592)	(39,512)	(43,100)	(3,588)	91.68%
<b>Total Information Technology Department</b>	<b>13,656</b>	<b>127,788</b>	<b>226,100</b>	<b>98,312</b>	<b>56.52%</b>
<b>Public Outreach and Water Efficiency</b>					
<b>Public Outreach</b>					
Outreach Printing, mailing, postage	-	215	15,000	14,785	1.43%
<b>Total Public Outreach</b>	<b>-</b>	<b>215</b>	<b>15,000</b>	<b>14,785</b>	<b>1.43%</b>
<b>Water Efficiency</b>					
Salaries, benefits, taxes	9,882	95,418	114,293	18,875	83.49%
Dues and memberships	1,312	14,434	15,500	1,066	93.12%
General expenses, water loss audit services	-	5,000	6,250	1,250	80.00%
Water efficiency outreach events	-	1,565	10,000	8,435	15.65%
Turf replacement/Rachio grant program and conservation suppl	2,358	17,482	139,270	121,788	12.55%
<b>Total Water Efficiency</b>	<b>13,552</b>	<b>133,899</b>	<b>285,313</b>	<b>151,414</b>	<b>46.93%</b>
<b>Total Public Outreach/Water Efficiency Department</b>	<b>13,552</b>	<b>134,114</b>	<b>300,313</b>	<b>166,199</b>	<b>44.66%</b>
<b>General Administration</b>					
Dues and memberships	10,231	145,838	183,751	37,913	79.37%
Facility expenses	6,998	66,963	116,500	49,537	57.48%
Fees and permits	1,458	10,151	13,570	3,419	74.80%
General administration expenses	1,206	7,853	17,750	9,897	44.24%
Retiree medical	23,803	242,709	275,000	32,291	88.26%
Insurance: Property, general liability, auto	9,508	108,250	110,500	2,250	97.96%
<b>Total General Administration Department</b>	<b>53,204</b>	<b>581,764</b>	<b>717,071</b>	<b>135,307</b>	<b>81.13%</b>
<b>Total Administrative Services expenses</b>	<b>314,750</b>	<b>3,211,596</b>	<b>3,959,749</b>	<b>748,153</b>	<b>81.11%</b>
<b>Production expenses</b>					
<b>Production Administration</b>					
Salaries, benefits, taxes	110,095	1,125,913	1,336,319	210,406	84.25%
General administration expenses	18,014	190,505	204,550	14,045	93.13%
Training/certification/travel/meetings	210	2,835	7,000	4,165	40.50%
<b>Total Production Administration Department</b>	<b>128,319</b>	<b>1,319,253</b>	<b>1,547,869</b>	<b>228,616</b>	<b>85.23%</b>
<b>Treatment Plant Operations</b>					
Facility expenses	2,312	31,322	49,300	17,978	63.53%
Water quality	915	31,401	45,000	13,599	69.78%
Chemicals	8,610	214,827	257,000	42,173	83.59%
Power	72,248	833,553	951,600	118,047	87.59%
Systems maintenance	8,287	81,300	202,500	121,200	40.15%
Fees, permits, services	10,677	70,088	96,875	26,787	72.35%
<b>Total Treatment Plant Operations Department</b>	<b>103,049</b>	<b>1,262,491</b>	<b>1,602,275</b>	<b>339,784</b>	<b>78.79%</b>
<b>Well Operations</b>					
Power	11,240	218,077	367,750	149,673	59.30%
Well site/Reservoir maintenance	991	48,320	65,800	17,480	73.43%
Licenses, fees, permits	3,004	6,903	5,000	(1,903)	138.06%
<b>Total Well Operations Department</b>	<b>15,235</b>	<b>273,300</b>	<b>438,550</b>	<b>165,250</b>	<b>62.32%</b>
<b>Total Production Expenses</b>	<b>246,603</b>	<b>2,855,044</b>	<b>3,588,694</b>	<b>733,650</b>	<b>79.56%</b>

**CARMICHAEL WATER DISTRICT**  
**Budget to Actual**  
**For the eleven months ended May 31, 2025**  
**91% of the Budget expired**

	May Actual	Fiscal YTD Actual	Fiscal Year Amended Budget*	\$ Budget Available	% of Budget Used
<b>Distribution Expenses</b>					
<b>Distribution Administration</b>					
General administration and facility expenses	4,599	27,729	76,800	49,071	36.11%
Fees, permits, services	544	11,202	30,400	19,198	36.85%
Vehicle repairs and maintenance	-	4,086	56,000	51,914	7.30%
Fuel	2,747	26,535	45,000	18,465	58.97%
Training/certification/travel/meetings	168	1,930	12,000	10,070	16.08%
<b>Total Distribution Administration Department</b>	<b>8,058</b>	<b>71,482</b>	<b>220,200</b>	<b>148,718</b>	<b>32.46%</b>
<b>Transmission and Distribution Maintenance</b>					
Salaries, benefits, taxes	97,482	1,061,581	1,473,797	412,216	72.03%
Capitalized labor, benefits, taxes	(18,721)	(157,798)	(493,319)	(335,521)	31.99%
Infrastructure repairs	20,937	214,290	505,500	291,210	42.39%
Road restoration	1,431	108,552	436,000	327,448	24.90%
<b>Total Transmission and Distribution Maintenance Department</b>	<b>101,129</b>	<b>1,226,625</b>	<b>1,921,978</b>	<b>695,353</b>	<b>63.82%</b>
<b>Total Distribution Expenses</b>	<b>109,187</b>	<b>1,298,107</b>	<b>2,142,178</b>	<b>844,071</b>	<b>60.60%</b>
<b>TOTAL O&amp;M EXPENSES</b>	<b>744,939</b>	<b>8,225,624</b>	<b>10,637,752</b>	<b>2,412,128</b>	<b>77.32%</b>
<b>Capital expenditures</b>					
<b>Capital funded by rates and grants</b>					
Administrative Services- Capital improvements	2,110	40,811	110,000	69,189	37.10%
Production - WTP Facility improvements	53,654	330,775	526,500	195,725	62.83%
Production - Wells (Includes grant funded projects)	589,735	5,636,495	9,521,700	3,885,205	59.20%
Production - Vehicles and equipment	-	-	90,000	90,000	0.00%
Distribution - In house constructed assets	95,247	580,829	600,000	19,171	96.80%
Distribution - Mainline projects	7,513	144,846	2,350,000	2,205,154	6.16%
Distribution - Vehicles and equipment	183,117	183,117	270,000	86,883	67.82%
<b>Total Capital funded by rates and grants</b>	<b>931,376</b>	<b>6,916,873</b>	<b>13,468,200</b>	<b>6,551,327</b>	<b>51.36%</b>
<b>Capital funded by reserves</b>					
Membrane replacement expense	-	177,405	200,000	22,595	88.70%
Sacramento County impact projects	-	6,420	200,000	193,580	3.21%
<b>Total Capital Funded by reserves</b>	<b>-</b>	<b>183,825</b>	<b>400,000</b>	<b>216,175</b>	<b>45.96%</b>
<b>Debt service, Other sources/Uses of funds</b>					
Series B (2010 COP's Refinanced)	-	1,545,000	1,545,000	-	100.00%
PERS unfunded Liability	300,000	300,000	300,000	-	100.00%
OPEB liability funding	-	-	200,000	200,000	0.00%
<b>Total Debt Service, Other sources/Uses of funds</b>	<b>300,000</b>	<b>1,845,000</b>	<b>2,045,000</b>	<b>200,000</b>	<b>90.22%</b>
<b>Reserve Funding/(Uses)</b>					
Filter skid replacement	-	650,000	650,000	-	100.00%
Membrane replacement	-	200,000	200,000	-	100.00%
Facilities fees	-	-	50,000	50,000	0.00%
Ranney collector reserve	-	500,000	500,000	-	100.00%
Capital replacement reserves	-	-	(188,502)	(188,502)	0.00%
<b>Total Reserve Funding/(Uses)</b>	<b>-</b>	<b>1,350,000</b>	<b>1,211,498</b>	<b>(138,502)</b>	<b>111.43%</b>
<b>Total Expenditure, Debt service, Fund Sources/(Uses), Reserves</b>	<b>1,976,315</b>	<b>18,521,321</b>	<b>27,762,450</b>	<b>\$ 9,241,129</b>	<b>66.71%</b>
<b>Budget surplus (deficiency)</b>	<b>\$ (97,623)</b>	<b>\$ 2,609,811</b>	<b>\$ -</b>		
<b>Capital projects funded by Bonds</b>					
CIP - La Vista Tank and Pump Station	\$ 365,150	\$ 2,061,890	\$ 4,000,000	\$ 1,938,110	51.55%
<b>Total Capital projects funded by Bonds</b>	<b>\$ 365,150</b>	<b>\$ 2,061,890</b>	<b>\$ 4,000,000</b>	<b>\$ 1,938,110</b>	<b>51.55%</b>

---

*This page intentionally left blank.*



**Topic:** Award of Progressive Design-Build Contract for the Construction of the Ladera and Winding Way ASR Wells Project

**Date:** July 9, 2025

**Item For:** Action

---

Submitted By: Greg Norris, Engineering Manager  
Cathy Lee, General Manager

---

## **BACKGROUND**

The District is investing in two new production wells, Ladera and Winding Way Wells. The Ladera Well is located on Ladera Way behind the Schweitzer Elementary School. The Winding Way Well is located between Lakeview Drive and Charleston Drive adjacent to the O'Donnell Heritage Park. Well Industries, Inc. very recently completed well drilling and development for both wells under a separate construction contract. GEI provided engineering geology and construction management services for the well drilling portion of the project. Both wells will have Aquifer Storage and Recovery (ASR) capability and are part of the District's overall goal to increase drought resiliency.

## **SUMMARY/DISCUSSION**

The last part of the production well project is to construct the topside improvements that are necessary to make the wells operational. Given their role in the District's water supply reliability, Staff believes it is important for these wells to be operational as soon as possible. To help minimize design and construction schedule duration, Staff chose to complete these wells with a Progressive Design-Build (PDB) contract to procure both design and construction services at the same time under a single contract.

The time related efficiency of this arrangement is realized in several ways. First, there is only one combined service procurement rather than two separate procurements and a bidding period (design then construction). Second, some construction can take place while design and overall pricing are being developed through early Task Orders (by contract amendment). For example, equipment procurements may begin early to minimize construction schedule impacts or some simpler design aspects such as site preparation or grading may start sooner while other design areas undergo further development. Third, the contractor is engaged during design, becomes familiar with the design sooner for early planning efforts and coordination, and also has the ability to provide valuable construction input into the design.

To initiate a PDB procurement, contractors teamed with a design engineer of their choice (as a sub-contractor) are invited to submit Statements of Qualification (SOQ). A selection committee reviews and ranks the SOQs and invites the most qualified teams to prepare technical and cost proposals for the Phase 1 design activities. For this project, eight contractors who confirmed interest in PDB contracts were invited to submit SOQs on February 5, 2025 and four responded with their SOQs on March 19, 2025. Of these, two were deemed most qualified and were invited to submit proposals on May 13, 2025. The two PDB teams invited were Garney Construction teamed with Dewberry Engineering and Auburn Constructors teamed with Carollo Engineers. Both teams submitted outstanding proposals on June 13, 2025 and their proposals were ranked based on their experience, team qualifications, proposed schedule, coordination strategies, innovative approaches, and pricing. With a slightly higher overall ranking score, final contract negotiations with the Garney-Newberry team (Garney) were

immediately initiated. Questions regarding funding, contract terms, pricing, bonding and insurance requirements were discussed and modified as needed.

The pricing provided with the PDB proposal is only for Phase 1 design work and does not include Phase 2 construction costs. The Phase 1 scope calls for the design engineer to develop design documents, with input from the construction team. Once the design is sufficiently developed, on average to a 60% completion level, the construction team prepares cost estimates and a Guaranteed Maximum Price (GMP) for the Phase 2 construction work. The GMP may undergo additional negotiation to refine the final construction activities and price. Once agreement is reached, Staff will request that the Board authorize a contract amendment to fund the final GMP amount. If agreement cannot be reached, the District may elect to utilize a contract off-ramp, complete the design as required and advertise for bids to perform construction work.

**Phase 1 (Design) Proposed Price**

<b>(Rank) / Company</b>	<b>Proposed Phase 1 Price</b>
(1) Garney-Dewberry	\$ 997,548.00
(2) Auburn Constructors - Carollo	\$ 849,372.00

As seen in the table above, the Garney Phase 1 price proposed was just over \$148,000 higher. Staff believed the higher price was offset by a couple of important strategies that Garney described in their proposal. Garney is a very large national water infrastructure construction company giving them buying leverage with equipment suppliers and potentially better pricing terms than a smaller company. In the past few years, significant pieces of equipment have taken over a year to acquire. Garney plans to identify these items and develop design details allowing very early purchases of these long-lead items through Task Orders. This helps to minimize construction duration by reducing significant procurement delays and provides the District with operational wells as quickly as possible. It is also important to consider that the proposed pricing is only for design services and likely represents ten to twenty percent of the final contract value when construction is eventually added. Construction and procurement efficiency could easily offset the higher Phase 1 price.

Garney's proposed work scope includes preparing the design and construction documents as well as a proposed GMP for the following improvements at each well site:

1. All final site grading and excavation for installation of buried site piping;
2. Construction of a concrete pad and equipment pedestals;
3. Installation of the well pump, column pipe and a downhole ASR valve;
4. Installation of all site pipe and miscellaneous mechanical equipment including connection to the existing distribution system;
5. Installation of onsite liquid hypochlorite system to provide residual disinfectant for distribution system;
6. Installation of iron and manganese removal equipment;
7. Installation of all electrical power systems;
8. Installation of all well pump and process control systems;
9. Startup and testing of all installed mechanical equipment and automated control systems;
10. Construction of site security fencing; and
11. Final paving for the site driveway and parking area.

As described above, the design documents will be developed to a 30% level to allow District Staff to review the interim plans and to give Garney information necessary to order long-lead time equipment. The design documents will then be refined as needed to roughly a 60% level so that a GMP can be prepared and presented to the District for consideration.

Staff are working to finalize the contract terms that are resulting from negotiations and having the revised terms reviewed and approved by the District's legal counsel. The latest version draft contract is attached for reference with "redlined" modifications. Once final reviews are completed by Garney and the District's Attorney, comments will be incorporated and the agreement will be finalized for execution.

Staff will also make a separate request to the Board for approval of a contract amendment with Water Systems Consulting (WSC). WSC provided technical assistance supporting the PDB contractor proposal review and selection. WSC has resources available to assist Staff for the remainder of this project with continued technical assistance and construction management.

### **FINANCIAL IMPACT**

A budget of \$6M for the Winding Way Well site (10-011105-28) and Ladera Well Site (10-011105-19), for a total of \$12M, are included within the District's Fiscal Year 2025-2026 Budget as part of the Capital Improvement Project (CIP) expenditures for the construction of the two ASR wells. Most of the funds will originate from one of three grants: U.S. EPA STAG (\$2.5M total available), DWR funds (\$2.5M total available), and Regional Water Authority ARTESIAN Agreement funds (\$6.8M total available) for the Healthy Rivers and Landscapes program (previously Voluntary Agreement). Based on other recent projects, Staff expects that it will ultimately require \$12M to \$14M to design and construct these wells. At the completion of the Phase 1 design work, Garney will provide a GMP for construction of the two wells. Staff will use this GMP to determine the funding for construction and make recommendations to the Board regarding award of a Phase 2 construction contract amendment and any funding adjustments that will be needed.

### **RECOMMENDATION**

Staff recommends that the Board of Directors authorize the General Manager to 1) execute a Construction Contract with Garney Construction for the amount of \$997,548.00 and 2) authorize an additional \$100,000.00 contingency to be used only upon Staff approval for unforeseen work. With contingency, the total not to exceed contract amount for the proposed work is potentially \$1,097,548.00. Contract execution will not take place before legal review and approval are received.

### **ATTACHMENT(S)**

1. Draft Contract (to be executed upon Board authorization and approval by legal counsel)



7837 Fair Oaks Boulevard  
Carmichael, CA 95608

PROGRESSIVE DESIGN-BUILD  
CONSTRUCTION AGREEMENT

BETWEEN

CARMICHAEL WATER DISTRICT

AND

GARNEY CONSTRUCTION, INC.

MASTER TASK AGREEMENT  
FOR WORK RELATED TO  
LADERA AND WINDING WAY WELLS IMPROVEMENT PROJECT

## Table of Contents

<b>ARTICLE 1</b>	<b>1</b>
1.1 RELATIONSHIP OF TRUST AND TEAMWORK	1
<b>ARTICLE 2</b>	<b>1</b>
2.1 PHASED DELIVERY	1
2.2 PHASE 1: PRELIMINARY DESIGN AND INITIAL DESIGN-BUILD SERVICES	1
2.3 PHASE 2: FINAL DESIGN AND FINAL CONSTRUCTION SERVICES	22
2.4 OFF-RAMP	22
2.5 COMPLETION	33
<b>ARTICLE 3</b>	<b>33</b>
3.1 DEFINITIONS	33
3.2 CONTRACT COMPONENT PARTS	33
<b>ARTICLE 4</b>	<b>44</b>
4.1 DESIGN PHASE SERVICES, INCLUDING DESIGN SERVICES DURING CONSTRUCTION	44
4.2 CONSTRUCTION SUPERVISION AND ADMINISTRATION	66
4.3 SAFETY	77
4.4 ROYALTIES, PATENTS AND COPYRIGHTS	88
4.5 WARRANTIES AND COMPLETION	88
4.6 SUBCONTRACTS	99
4.7 WORK BY OTHERS	99
4.8 LABOR RELATIONS	99
4.9 CASH FLOW MONITORING	1040
<b>ARTICLE 5</b>	<b>1040</b>
5.1 INFORMATION AND SERVICES PROVIDED BY OWNER	1040
5.2 OWNER'S RESPONSIBILITIES DURING DESIGN PHASE	1144
5.3 OWNER'S RESPONSIBILITIES DURING CONSTRUCTION PHASE	1144
5.4 OWNER'S REPRESENTATIVE	1144
<b>ARTICLE 6</b>	<b>1242</b>
6.1 SCHEDULE OF WORK	1242

6.2	Time of Completion and Extensions .....	<u>1242</u>
6.3	Liquidated Damages .....	<u>1242</u>
<b>ARTICLE 7</b>	.....	<b><u>1242</u></b>
7.1	GUARANTEED MAXIMUM PRICE (GMP) .....	<u>1343</u>
7.2	CONTRACTOR COMPENSATION .....	<u>1343</u>
<b>ARTICLE 8</b>	.....	<b><u>1414</u></b>
8.1	COST ITEMS FOR CONTRACTOR'S SERVICES .....	<u>1414</u>
<b>ARTICLE 9</b>	.....	<b><u>1747</u></b>
9.1	CONTEMPLATED CHANGES .....	<u>1848</u>
9.2	CHANGE ORDERS .....	<u>1848</u>
9.3	WORK CHANGE DIRECTIVES .....	<u>1848</u>
9.4	MINOR CHANGES IN THE WORK .....	<u>1949</u>
9.5	DETERMINATION OF COST .....	<u>1949</u>
9.6	NO OBLIGATION TO PERFORM .....	<u>1949</u>
9.7	ADJUSTMENT OF UNIT PRICES .....	<u>2020</u>
9.8	UNKNOWN CONDITIONS .....	<u>2020</u>
9.9	CLAIMS FOR ADDITIONAL COST OR TIME .....	<u>2020</u>
9.10	EMERGENCIES .....	<u>2020</u>
9.11	NOTIFICATION OF SURETIES .....	<u>2020</u>
<b>ARTICLE 10</b>	.....	<b><u>2124</u></b>
10.1	PROGRESS PAYMENTS .....	<u>2124</u>
10.2	FINAL RETENTION PAYMENT .....	<u>2222</u>
<b>ARTICLE 11</b>	.....	<b><u>2222</u></b>
<b>ARTICLE 12</b>	.....	<b><u>2222</u></b>
<b>ARTICLE 13</b>	.....	<b><u>2424</u></b>
13.1	TERMINATION OR STOP WORK BY THE CONTRACTOR .....	<u>2424</u>
13.2	OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE .....	<u>2424</u>
13.3	TERMINATION BY OWNER WITHOUT CAUSE .....	<u>2525</u>
13.4	SUSPENSION BY THE OWNER FOR CONVENIENCE .....	<u>2525</u>
<b>ARTICLE 14</b>	.....	<b><u>2525</u></b>
<b>ARTICLE 15</b>	.....	<b><u>2525</u></b>

15.1	ASSIGNMENT .....	<u>25</u> <del>25</del>
15.2	GOVERNING LAW .....	<u>25</u> <del>25</del>
15.3	SEVERABILITY .....	<u>25</u> <del>25</del>
15.4	NO WAIVER OF PERFORMANCE.....	<u>25</u> <del>25</del>
15.5	TITLES .....	<u>26</u> <del>26</del>
15.6	EXTENT OF AGREEMENT .....	<u>26</u> <del>26</del>
15.7	CONFIDENTIALITY AND MEDIA COMMUNICATIONS .....	<u>26</u> <del>26</del>
15.8	MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES .....	<u>26</u> <del>26</del>

#### LIST OF EXHIBITS

Exhibit A Task Directive(s)  
Exhibit B Compensation Rates  
Exhibit C Definitions, Terminology and Abbreviations  
Exhibit D General Conditions  
Exhibit E Bonds, Indemnity, Insurance  
Exhibit F Iran Contracting Act Certification

## AGREEMENT

This Agreement is by and between **Carmichael Water District** (hereinafter called Owner) and **Garney Construction, Inc.** (hereinafter called Contractor) doing business as a California Corporation. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1

#### RELATIONSHIP OF THE PARTIES

##### 1.1 RELATIONSHIP OF TRUST AND TEAMWORK

The Owner and the Contractor agree to proceed with the Project on the basis of trust, respect, good faith, and fair dealing: provided, however, that nothing in this Agreement shall be construed to create or imply any fiduciary duty or obligation between the Owner and the Contractor. Both parties agree to encourage innovation and efficiency and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner.

### ARTICLE 2

#### SCOPE OF WORK

##### 2.1 PHASED DELIVERY

This Master Task Agreement and each Task Directive issued hereunder shall describe such Work exclusively applicable to the Ladera and Winding Way Wells Improvements Progressive Design-Build Project (Project). Owner and Contractor will implement the Project on a phased basis, as defined by one or more Task Directives of a form similar to Exhibit A.

##### 2.2 PHASE 1: PRELIMINARY DESIGN AND INITIAL DESIGN-BUILD SERVICES

Owner has selected Contractor for the performance of design, pricing, and other services for the Project during Phase 1, as defined in Task Directive(s). Contractor shall perform such services to the level of completion required for negotiation of a Guaranteed Maximum Price (GMP) for Phase 2, as set forth in Section 2.3 ("Phase 2: Design-Build Services") below. The GMP for Phase 2 shall be developed during Phase 1 on an open book basis. Contractor's Compensation and required level of completion for Phase 1 Services shall be in accordance with a Task Directive issued under this Agreement.



## **2.3 PHASE 2: FINAL DESIGN AND FINAL CONSTRUCTION SERVICES**

Contractor's Phase 2 services shall consist of the completion of design, the performance of professional services during construction of the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Facility, and the provision of warranty services, all as further described in one or more Task Directives. Upon receipt of Contractor's proposed GMP for Phase 2, Owner may (a) accept the GMP and issue a Notice to Proceed with Phase 2 services, or (b) enter into a negotiation with Contractor on the scope and GMP, and, if required, on the schedule, for Phase 2 services to achieve a mutually acceptable basis on which to proceed, or (c) reject Contractor's proposal for Phase 2 and either (i) cancel the Project, (ii) proceed with another Contractor, or (iii) exercise the "off-ramp" final design provisions of Section 2.4 – Off- Ramp. The GMP for Phase 2 Services will be in accordance with Articles 7 and 8 of this Agreement, as further set forth in a Task Directive, when mutually agreed between the parties. Once the parties have agreed upon the GMP and Owner has issued a Notice to Proceed with Phase 2, Contractor shall perform the Phase 2 services, all as further described in the applicable Task Directive.

## **2.4 OFF-RAMP**

**2.4.1** The parties acknowledge that Owner's ability to successfully complete the Project may be significantly impacted if Owner elects to terminate Contractor's services at the end of Phase 1, rather than proceeding to Phase 2 under Section 2.3 – Phase 2: Design-Build Services, and the Engineer were not to continue working on the Project. Consequently, Contractor hereby agrees that if Owner terminates Contractor for any reason, Owner shall have the right to contract directly with such design entities for design-related services on this Project, and Contractor shall take such steps as are reasonably necessary to enable Owner to implement such relationship. Contractor shall provide in any design subconsultant contracts that Owner shall have the right to either: (1) require that Contractor assign all rights and obligations under said contracts to Owner; or (2) negotiate directly with such design subconsultants for the continuation of their services with respect to the Project, and that any provisions with respect to copyright or the ownership of instruments of service confirm such right of Owner. Should Owner elect to take the "off-ramp" Contractor will be precluded from bidding subsequent phases of this work.

**2.4.2** If the parties are unable to reach an agreement on a GMP for Phase 2 under Section 2.3 – Phase 2: Design-Build Services, within 60 calendar days, as may be extended by the mutual agreement of the parties, then the proposed GMP shall be deemed withdrawn and of no effect. In such event, Owner and Contractor shall meet and confer as to how the Project will proceed, with Owner having the following options:

1. Owner may declare Phase 1 Services completed and authorize Contractor to continue to advance the final design of the Project as an extension of Phase 1 or as an Additional Service, as applicable; or
2. Owner may terminate the relationship with Contractor and proceed to exercise

its available options to perform the final design and construction with parties other than Contractor.

- 2.4.3** If Owner fails to exercise either of its options under Section 2.4.2 in a reasonable period of time, Contractor may give written notice to Owner that it considers this Contract completed. If Owner fails to exercise either of the options under Section 2.4.2 within ten (10) days of receipt of Contractor's notice, then this Contract shall be deemed completed.

## **2.5 COMPLETION**

If Owner issues Notice to Proceed with Phase 2 services set out in Section 2.3, Contractor shall perform all design and construction services, and provide all material, equipment, tools, labor, manuals, start-up, commissioning, and testing services for the Project necessary to complete the Work described in and reasonably inferable from the Contract Documents. The Contractor shall conduct performance tests to demonstrate that the Facility Performance Criteria have been met to demonstrate Substantial Completion of the Work.

## **ARTICLE 3**

### **DEFINITIONS AND CONTRACT DOCUMENTS**

#### **3.1 DEFINITIONS**

Abbreviations and capitalized terms shall be as defined in Exhibit C – Definitions, Terminology and Abbreviations.

#### **3.2 CONTRACT COMPONENT PARTS**

1. The Contract Documents shall consist of the following documents, each of which are incorporated herein and made a part hereof by reference thereto:
  - a. Master Task Agreement including Exhibits A through F; (Agreement)
    - i. Exhibit A – Task Directive Template
    - ii. Exhibit B – Compensation Rates
    - iii. Exhibit C – Definitions, Terminology and Abbreviations
    - iv. Exhibit D – General Conditions
    - v. Exhibit E – Indemnity, Insurance and Bonding
    - vi. Exhibit F – Iran Contracting Act Certification
  - b. Task Directives;
  - c. Change Orders and written amendments to this Agreement signed by both

- the Owner and Contractor;
- d. The most current documents approved by the Owner pursuant to Subparagraph 4.1.3 Construction Documents;
- e. Notice to Proceed;
- f. Insurance Certificates and Endorsements.
- g. Faithful Performance Bond;
- h. Payment Bond; and,
- i. Contractor's Certificate Regarding Workers' Compensation.

Any work called for in one Contract Document and not mentioned in others is to be performed and executed as if mentioned in all Contract Documents.

There are no Contract Documents other than those listed above. In case a conflict or ambiguity arises between the Agreement language and any other Contract Document language listed above, the Agreement language shall supersede and prevail.

## **ARTICLE 4**

### **CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall be responsible for procuring the design and for the construction of the Work consistent with the specific Task Directives and the terms and conditions specified in Exhibit D – General Conditions of this Agreement, as such these task(s) may be modified by the Owner during the course of the Work. The Contractor shall exercise reasonable skill and judgment in the performance of its services but does not warrant or guarantee schedules and estimates other than those that are part of the specific Task Directive GMP. The Work shall comply with the Design and Performance criteria specified in the Task Directives, which include the Facility Performance Standards. Deviations from the established criteria may be permitted if such deviations are specifically identified by the Contractor and approved in writing by the Owner. Specific Task Directives may include scope of work as follows:

#### **4.1 DESIGN PHASE SERVICES, INCLUDING DESIGN SERVICES DURING CONSTRUCTION**

**4.1.1 SCHEMATIC DESIGN DOCUMENTS** The Contractor shall submit for the Owner's written approval Schematic Design Documents, based on the Owner's request and other relevant information. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the site. A draft performance testing plan shall be included in the Schematic Design Documents, including identification of testing parameters and

the specific Facility Performance Criteria to be confirmed by the testing. Four sets of these documents shall be furnished to the Owner along with electronic copies.

**4.1.2 DESIGN DEVELOPMENT DOCUMENTS** The Contractor shall submit for the Owner's written approval Design Development Documents based on the approved Schematic Design Documents. One or more design development submittals shall be defined in the Task Directive, including the level of completion intended for negotiation of the GMP. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. A proposed final performance testing plan shall be included in the Design Development Documents. Four sets of these documents shall be furnished to the Owner along with electronic copies.

**4.1.3 CONSTRUCTION DOCUMENTS** The Contractor shall submit for the Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work and shall consist of drawings and specifications based upon codes, laws or regulations enacted at the time of their preparation, and the final performance testing plan. Construction shall be in accordance with these applicable approved Construction Documents. Owner's approval of the Construction Documents shall not relieve Contractor of its responsibility to comply with the established design and performance criteria established in the Task Directive(s) issued under this Agreement. Five sets of these documents shall be furnished to the Owner prior to commencement of construction along with electronic copies.

**4.1.4 DESIGN SERVICES DURING CONSTRUCTION** The Contractor shall provide design services during construction as detailed below:

1. Assistance with the acquisition of the permits and services as identified in the Task Directive whether specified as Owner responsibility or Contractor responsibility in a Task Directive, which may include but are not necessarily limited to:
  - a. Building Permit
  - b. SMUD Electrical Permit/Acceptance
  - c. Arc Flash labeling
  - d. Generator Authority to Construct
  - e. Generator Permit to Operate
  - f. County Encroachment Permit
  - g. Stormwater Permitting
  - h. Sacramento Area Sewer District Permit
  - i. Division of Drinking Water Amended Permit Application

2. Review of shop drawings and samples, the results of tests, inspections and other data required to assure general conformance with the Construction Documents and Owner's design and performance requirements as defined in the Contract Documents.
3. Visits to the site at appropriate intervals to the various stages of construction to observe the progress of the executed work. Observations during some phases of construction and facility start-up may require full-time attendance by the Engineer and their subconsultants.
4. Perform appropriate pre-construction job-walks, assist with initial start-up and testing and final walk-through at completion of project.
5. Coordinate all construction activities with the Owner's operation staff with particular attention given to all planned shutdowns, tie-ins, and street closures.
6. Direct the performance testing procedures, including confirmation of compliance with the approved testing plan, sample collection or oversight of sample collection, submit a professional opinion regarding the findings of the testing and whether corrective measures and retesting are required, and certification of successful testing results.

**4.1.5 RECORD DRAWINGS AND OPERATION & MAINTENANCE MANUALS** Prior to facility start-up and testing, and as necessary to support permitting activities, provide manuals to the Owner in accordance with the Task Directive(s), in addition to searchable electronic copies. Prior to final acceptance of the new facility, Contractor is to provide the Owner four copies of As-built record drawings of all construction work completed under this contract and electronic versions.

## **4.2 CONSTRUCTION SUPERVISION AND ADMINISTRATION**

1. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Owner. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures unless the Contract Documents give specific instructions concerning these matters.
2. The Contractor shall give all notices and comply with all applicable laws and ordinances legally enacted at the date of execution of the Task Directive which govern the proper performance of the Work.
3. The Contractor shall prepare and submit a Schedule of Work in accordance with Article 6 Contract Time.

4. The Contractor shall secure the permits necessary for the construction of the Project, as specified in each Task Directive. The cost of all permits and outside agency inspection will be paid by the Owner.
5. The Contractor shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Contractor shall preserve all such records for a period of three years after the final payment.
6. The Contractor shall develop an Owner approved system of cost reporting for the Work, including regular monitoring and reporting of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. Cost reporting shall be, in the sole judgement of Owner, of sufficient detail such that in combination will the access to information provided under the preceding paragraph, the reporting fully discloses the actual Cost of the Work as defined in Article 8. The reports shall be presented to the Owner with each invoice for payment.
7. At all times, the Contractor shall maintain the site of the Work free from debris and waste materials. At the completion of the Work, the Contractor shall remove from the premises all construction equipment, tools, surplus materials, waste materials and debris.
8. Provide a robust quality control and quality assurance program for implementation of the Work.
9. Provide access to the Work and samples of materials for the Owner or Owner's agents for independent verification of the quality of the Work.
10. Repair or replace at its own expense any work found to be defective to the satisfaction of the Owner and Engineer.

#### **4.3 SAFETY**

The Contractor shall take necessary precautions for the safety of its employees on the Project, and shall comply with all applicable provisions of federal, state, and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project site. The Contractor, directly or through its Subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the Work, necessary safeguards for the protection of workers and the public. The Contractor, however, shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the Project site carried on by the Owner or its employees, agents, separate contractors, or tenants. The Owner agrees to comply with all Contractor Safety program requirements while at the Worksite. The above provision shall not relieve Subcontractors of their responsibility for the safety of persons or property in the

performance of their work, nor for compliance with all applicable provisions of relevant laws.

#### 4.4 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated in the Work. The Contractor shall defend, indemnify, and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify, and hold the Contractor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner.

#### 4.5 WARRANTIES AND COMPLETION

1. In addition to Section ~~5-54~~ GUARANTEE of Exhibit D – General Conditions, the Contractor warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion of the Work as the Owner accepts beneficial use and maintenance of a portion of the Work. The Contractor agrees to correct all construction performed under this Agreement which proves to be defective in workmanship or materials within a period of one (1) year from the date of Substantial Completion or beneficial use and maintenance whichever occurs first.
2. Those products, equipment, systems, or materials incorporated in the Work at the direction of or upon the specific request of the Owner that is contrary to a written recommendation of the Contractor, shall be covered exclusively by the warranty of the manufacturer. There are no Contractor warranties which extend beyond the description on the face thereof. All other warranties expressed or implied including the warranty of merchantability and the warranty of fitness for a particular purpose are expressly disclaimed for Owner-specified products. ~~The foregoing disclaimer does not apply to Owner-specified products, equipment, systems, or materials that have not been expressly recommended against by the Contractor.~~
3. Inspection and testing services during construction as required by law or as mutually agreed. The Contractor shall be responsible for all material testing required to verify compliance with the Contract Documents in accordance with Task Directive(s). All testing results shall be organized and shall be provided to the Owner within one (1) working day of receipt by Contractor. The Contractor shall secure required certificates of inspection, testing or approval and deliver them to the Owner.
4. The Contractor shall collect all written warranties and vendor equipment manuals and

Commented [A1]: Recommend reject this deletion.

deliver them to the Owner in a mutually approved O&M manual format. The standard format shall be proposed by the Contractor during the Design Development Task Order.

5. The Contractor shall direct the checkout of utilities and operations of systems and equipment for readiness and shall perform initial start-up and testing. The Contractor is responsible for all required training of the Owner's operations and maintenance staff, as delineated in the Task Directive(s).

#### 4.6 SUBCONTRACTS

Work not performed by the Contractor with its own forces shall be performed by Subcontractors or Sub-subcontractors. All Subcontractors (which includes all tiers of Sub-subcontractors) shall be contractually bound to the Contractor to all terms of the Contract Documents and assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes towards the Owner. All Subcontractors shall be properly licensed, have a current DIR registration, pay prevailing wage, and submit required certified payroll reports.

1. **RETAINING SUBCONTRACTORS**, The Contractor shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection. The Contractor shall not be required to retain any Subcontractor to whom the Contractor has a reasonable objection.
2. **MANAGEMENT OF SUBCONTRACTORS** The Contractor shall be responsible for the management of the Subcontractors in the performance of their work. The Owner shall communicate with the Contractor's Subcontractors only through the Contractor except where the Owner has the right to perform Contractor's obligations as defined in Subparagraph 13.2. The Owner shall have no contractual obligations to Subcontractors.

#### 4.7 WORK BY OTHERS

The Owner, utilities and others may perform activities under the direction of the Owner within the Project area while the Contractor's work is in progress. The Contractor is to cooperate with others and schedule construction activities to minimize interference and delays. Should the Contractor be delayed in the proper and timely execution of its construction activities due to delays, defects or deficiencies in work performed by others, the Contractor shall promptly report such delay in writing to the Owner. Contractor will be entitled to an equitable adjustment to the Contract Time and / or Contract Price for any time or cost-related impact attributable to delays, defects or deficiencies in work performed by others provided Contractor provides proper and timely notice of said claim.

#### 4.8 LABOR RELATIONS

The parties agree and declare that Contractor and Owner are separate and independent



entities, and that Contractor has full responsibility for performance of the Work and direction of the work force, subject to and under the duty of Contractor to cooperate with Owner and other contractors. Contractor recognizes that in the performance of its Work, it may be required to work side by side with other contractors and representatives of Owner on the job site. Owner and/or other contractors may or may not be signatory to collective bargaining agreements of the various labor organizations. Contractor agrees that should there be picketing or a threat of picketing by any labor organization at or near the site, Owner may establish a reserve gate for the use of Contractor's employees and suppliers, and in that event, it shall be the affirmative obligation of the Contractor, as a material consideration of this Contract, to ensure that its employees and suppliers use only the gate or entry way designated by Owner. Notwithstanding the establishment or non-establishment of a reserve gate, it shall be the continuing obligations of Contractor to properly staff the job with qualified employees without interruption or delay.

#### **4.9 CASH FLOW MONITORING**

The Contractor shall provide an initial monthly cash flow projection at commencement of Phase 1 services and update the projection to reflect substantive changes as they occur but no less than monthly.

### **ARTICLE 5**

#### **OWNER'S RESPONSIBILITIES**

##### **5.1 INFORMATION AND SERVICES PROVIDED BY OWNER**

**5.1.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Contractor's information and use the following, all of which shall not relieve Contractor from undertaking all necessary actions and confirmation of information or documents provided by Owner to meet the intent of the Contract Documents:

**5.1.2** The Owner shall provide:

1. all available and identified information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, subsurface and environmental studies, reports, and investigations;
2. unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, including legal and other required services; and
3. to the extent described as Owner responsibility in a Task Directive, permit fees, and charges required for the construction, use, occupancy, or renovation of permanent structures.

**5.1.3** The Contractor shall be entitled to rely on the completeness, accuracy and timeliness of the information and services required by this Paragraph 5.1 without independent review or evaluation, subject to specific exceptions identified in a Task Directive.

## **5.2 OWNER'S RESPONSIBILITIES DURING DESIGN PHASE**

**5.2.1** The Owner shall review and timely approve or provide comments on schedules, estimates, Schematic Design Documents, Design Development Documents and Construction Documents furnished during the Design Phase as set forth in Paragraph 4.1. Timely approval shall be within two weeks or as otherwise mutually agreed.

## **5.3 OWNER'S RESPONSIBILITIES DURING CONSTRUCTION PHASE**

**5.3.1** The Owner and Owner's Representative shall concurrently review and timely approve the Schedule of the Work as set forth in Article 6. Timely approval shall be within two weeks or as otherwise mutually agreed.

**5.3.2** If the Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Contractor.

**5.3.3** The Owner shall communicate with the Contractor's Subcontractors, suppliers, and Engineer only through the Contractor. The Owner shall have no contractual obligations to Subcontractors, suppliers, or the Engineer.

1. The Owner reserves the right to perform, at Owner's cost, independent third-party testing as necessary to verify compliance with the Contract Documents. The Contractor shall provide access and assist the Owner in completing any additional testing without additional compensation.

## **5.4 OWNER'S REPRESENTATIVE**

The Owner's Representative is **Water System Consultants, Inc (WSC)**.

The Representative:

1. shall be fully acquainted with the Project;
2. agrees to furnish the information and services required of the Owner pursuant to Paragraph 5.1 so as not to delay the Contractor's Work;
3. shall have the authority specified in Exhibit D – General Conditions, Section 5.6 AUTHORITY OF THE OWNER'S REPRESENTATIVE; and
4. shall, within seven (7) days after receipt of each Application for Payment, and subject to the Exhibit D – General Conditions of this Agreement, either indicate in writing to Owner a recommendation of payment or return the Application to Contractor indicating in writing Owner's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and

resubmit the Application.

If the Owner changes its Representative or the Representative's authority as listed above, the Owner shall notify the Contractor in advance in writing.

## **ARTICLE 6**

### **CONTRACT TIME**

#### **6.1 SCHEDULE OF WORK**

Contractor shall prepare and submit a Schedule of Work with each Task Directive and update the schedule monthly with each payment application. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including future stages. The schedule for all Work authorized by the Task Directive shall be binding. The schedule for previously authorized or future stages shall be for information. The Schedule of Work shall include the dates when information and approvals are required from the Owner. The Schedule of Work shall be revised by the Contractor as required by the conditions of the Work or as required by the Owner, except that changes to engineering Milestones, construction Milestones, Substantial Completion, or Final Completion dates may only be authorized by Change Order. The Schedule of Work shall establish at least:

1. Completion of the engineering services defined in the Task Directive;
2. Milestones to which Liquidated Damages will apply (if any);
3. Long lead items;
4. Substantial Completion for construction work defined in the Task Directive; and
5. Final Completion for construction work defined in the Task Directive.

#### **6.2 Time of Completion and Extensions**

Time of Completion and Extensions shall be in accordance with Exhibit D – General Conditions, Section 23 COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION; CONSTRUCTION SEQUENCE; DELAYS.

#### **6.3 Liquidated Damages**

Liquidated damages shall be in accordance with Exhibit D – General Conditions, Section 27 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON; LIQUIDATED DAMAGES.

## **ARTICLE 7**

### **GUARANTEED MAXIMUM PRICE (GMP) AND COMPENSATION**

## **7.1 GUARANTEED MAXIMUM PRICE (GMP)**

Contractor shall provide a GMP for each authorized Task Directive to the Owner. This GMP shall be the sum of the estimated Cost of the Work as defined in Article 8, the Contractor's Fee as defined in this Article 7, and a potential shared savings.

### **7.1.1 MODIFICATIONS TO GMP** The GMP is subject to modification as provided in Article 9.

### **7.1.2 BASIS OF GUARANTEED MAXIMUM PRICE** The GMP shall be based on the following information, if applicable, which shall be compiled and presented to Owner with the GMP proposal:

- a) Task Directive(s) issued under this Agreement and all amendments;
- b) the Design Development Documents and other design information, supplier quotations and subcontractor agreements which were used in preparation of the GMP proposal, where supplier quotations and subcontractor agreements are for the purpose of establishing scope of supply only, not pricing;
- c) Owner review comments and Contractor responses on the Design Development Documents;
- d) list of allowances and a statement of their basis;
- e) the assumptions and clarifications made by the Contractor in the preparation of the GMP to supplement the information contained in the Design Development Documents and including any agreed deviations from the original performance criteria;
- f) the date of Substantial Completion upon which the proposed GMP is based, and the Schedule of Work upon which the date of Substantial Completion is based;
- g) schedule of applicable alternate prices;
- h) schedule of applicable unit prices not otherwise include in the Task Directive; and
- i) the time limit for acceptance of the GMP proposal.

### **7.1.3 BASIS OF POTENTIAL SHARED SAVINGS** Contractor shall provide documentation in a form and level of detail satisfactory to Owner that provides a basis for, and reasonably justifies, the potential shared savings amount to be included in the GMP.

### **7.1.4 PHASE 1 SERVICES** A GMP may be proposed for Phase 1 services. Compensation, in any form, for Phase 1 services will be based on the scope of work and all referenced information identified in the Phase 1 Task Directive(s). The form of Compensation for Phase 1 services will be specified in the applicable Task Directive and may be based on time and expenses with a not to exceed limit, a GMP, or another mutually agreed form.

### **7.1.5 TAXES** The GMP shall include in the estimated Cost of the Work those taxes which are applicable at the time the GMP is established.

## **7.2 CONTRACTOR COMPENSATION**

**7.2.1** The Owner agrees to pay the Contractor for the performance of the Work, and the Contractor agrees to receive and accept as full compensation for doing all the work contemplated and embraced in this Contract, and for all risks of every description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the Engineer under them, an amount calculated on the following basis:

- a) the Cost of the Work as allowed in Article 8; plus
- b) the Contractor's Fee in the amount of ~~eight and one-half percent (8.5%)~~ twelve percent (12%) for General Overhead and Profit.

**7.2.2** The compensation to be paid under Article 7 shall be limited to the GMP for each Task Directive. The GMP may be adjusted under Article 9. In the event the Cost of the Work, plus the Contractor's Fee, shall be less than the GMP as adjusted by Change Orders, the resulting savings shall be shared by the Owner and the Contractor as follows:

**Sixty Percent (60%) to the Owner and Forty Percent (40%) to the Contractor**

The Owner shall pay the Contractor its share of the savings as defined above at the time the final retention payment is paid after Final Completion of all Task Directives issued under this Agreement and the Work is accepted by the Owner.

1. Progress Payments shall be as set forth in Article 10.
2. Unused allowance monies, if any, shall not be subject to shared savings.

**ARTICLE 8**

**COST OF THE WORK**

The Cost of the Work shall be as defined in this Article.

**8.1 COST ITEMS FOR CONTRACTOR'S SERVICES**

1. **COST OF THE WORK** The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, equipment, subcontractors, Engineer, special services, bonds, all risk insurance, direct project site overhead expenses and taxes in the proper performance of Work to complete the project.
2. **LABOR** The cost of all labor used in performing work by the Contractor will be the sum of the following:

- a) The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. Wages exceeding the applicable prevailing rate of per diem wages in any category shall be set forth in an hourly rate schedule attached to the applicable Task Directive.
  - b) All payments imposed by State and Federal Laws including, but not limited to, compensation insurance, and social security payments.
  - c) Liability insurance burden applied to Contractor's payroll.
  - d) Specifically prohibited from labor costs are other payroll burden factors such as small tools, safety supplies and equipment (as defined below), bonuses of any kind and safety incentives.
3. Except as otherwise may be agreed to in writing by the Owner, this category includes the actual wages paid for manual classifications up to and including general foreman. It will not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics. Wages for manual classifications of contractor's jobsite workers will not be more than the current applicable wage for each classification as established by the State of California Director of Industrial Relations unless a higher rate is specified in a Task Directive. Contractor acknowledges that it has examined the prevailing rate of per diem wages as established and published by the California Director of Industrial Relations, copies of which are available for inspection at the office of the Owner. The Contractor agrees to pay all workers employed on the work not less than the applicable prevailing rate of per diem wages, as the same may be amended from time to time. The Contractor shall post at each job site a copy of the determination of the Director of Industrial Relations of the prevailing rate of per diem wages. The Contractor also shall ensure that all subcontractors on the work are notified of and comply with their obligations in regard to the payment of prevailing wages to all of their workers employed on the project.
4. **MANAGEMENT LABOR:** The rates set forth in Exhibit B – Compensation Rates shall be charged to the Work for Contractor personnel who prepare, manage, and supervise the Task Directive. The following categories shall be limited to a maximum of **NEGOTIATED NUMBER** hours per week. Contractor shall also supply a list of positions to which this limitation will apply.
5. **MATERIALS:** The cost of all materials, including all factory testing, freight, and delivery costs of materials, accepted by the Owner, and used in performing the work will be the cost to the purchaser from the supplier thereof. The Owner will not pay for materials found defective or the indirect cost such as removal, freight, restocking charges and reinstallation to replace an unacceptable material with acceptable material. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work.
6. **EQUIPMENT - OWNED:** Equipment with a value of \$500.00 or greater owned by

Contractor will be paid the rates per ~~Exhibit B - Compensation~~EquipmentWatch Blue Book Rates. Equipment owned by Contractor will only be paid for the actual time equipment is used in performing work and will be rounded to the closest full hour.

**Commented [A2]:** I don't know how these rates vary from those in Exhibit B. This is probably fine but someone should confirm the rates are not that much different.

7. **EQUIPMENT - RENTED** not owned by Contractor which is rented by Contractor and used in performing work will be paid by Owner based on actual invoiced cost to Contractor provided the rental rate is not in excess of rental rates established by distributors or equipment rental companies in the local area. The cost of rented equipment (active or standby) shall be no greater than the amount allowed in the latest edition of the ~~Caltrans - Standard - Equipment~~EquipmentWatch Blue Book Rates. Owner-operated equipment will also be paid by Owner based on actual invoiced cost to Contractor provided the Owner does not deem any charges excessive. All transportation costs to move equipment on and off the project will be paid as part of the Cost of Work up to a maximum of 2 hours total travel time each way.
8. **SMALL TOOLS AND SAFETY SUPPLIES:** The Contractor will be paid an amount of six and one-half percent (6.5%) of field labor costs to cover the cost of equipment with a value less than \$500.00, small tools and safety supplies used for work directly performed at the jobsite.
9. **SUBCONTRACTORS:** The Contractor will be paid for all work performed by Subcontractors at the actual invoiced amount. Should a Subcontractor be required to perform extra work caused by a contract change order, the Subcontractor, including all tiers of Sub-Subcontractors will be allowed a total overhead and profit mark-up of fifteen percent (15%) on labor, equipment, and materials. Distribution of the overhead and profit among the Subcontractors is the responsibility of the Contractor.
10. **ENGINEER SERVICES:** Work of the Engineer, their subconsultants and agents, is defined as the work that will be carried out in accordance with Article 4.1. The Contractor will be paid for Engineer services based on actual invoiced charges consistent with the applicable Task Directive(s).
11. **SPECIAL SERVICES:** Special work or services are defined as that work characterized by extraordinary complexity, sophistications, or innovations or a combination of the foregoing attributes which are unique to the construction industry. These special services may include such services as registered land surveyor, licensed geotechnical engineer, or licensed structural engineer. The Contractor will be paid for special services based on actual invoiced cost provided the Owner deems the invoice is appropriate for the actual service provided and is not excessive.
12. **BONDS AND ALL RISK INSURANCE:** The Contractor will be paid the actual cost for the one hundred percent (100%) payment bond, one hundred percent (100%) performance bond and Act-of-God All Risk Insurance.
13. **DIRECT JOB OVERHEAD EXPENSES:** The Contractor will be paid for the actual cost of job overhead expenses which may include such expenses as office trailers, storage vans, temporary fencing/security, toilets, dumpsters, waste removal, water, utility

power, jobsite landline telephone and internet service, reasonable room and board subsistence for employees who live farther than 60 miles from the jobsite or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the project jobsite needs, including mobilization and demobilization of same.

14. **TAXES:** The Subject to Exhibit D – General Conditions, Section 29 COMPLIANCE WITH LAWS; PERMITS; TAXES, Contractor acknowledges it will be liable for all sales, use, gross receipts or other taxes, tariffs or duties related to the Work and that these taxes and tariffs known at the time of the GMP are included in the GMP. All invoices to Owner will include the applicable taxes and tariffs that are the Contractor's responsibility and not be shown as a separate line item on the Contractor's invoice.
15. **BUILDER'S RISK POLICY DEDUCTIBLE:** The Contractor will be paid up to a maximum amount equal to the Builder's Risk Policy Deductible amount (not to exceed amounts set forth in Exhibit E – Indemnity, Insurance and Bonding), for construction costs sustained by the Contractor as a result of a loss covered by the Contractor's Builder's Risk Policy and approved for coverage compensation by the Builder's Risk insurance carrier. The Contractor will not be paid for any Builder's Risk losses that resulted from the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
16. **COSTS NOT TO BE REIMBURSED:** The following items are not included in Cost of the Work and not payable by Owner to Contractor:
- a. Salaries and other compensation of Contractor's personnel, not listed in item 4 above, stationed at Contractor's principal office or offices other than the Site.
  - b. Expenses of Contractor's principal office and offices, other than the Site office.
  - c. Contractor's General Overhead and Expenses, except to the extent specifically allowed by this Article.
  - d. The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
  - e. Costs due to (a) the correction of Defective Work or the failure of Contractor or its subcontractors, suppliers or subconsultants of every tier to comply with the Contract Documents, (b) disposal of materials or equipment wrongfully supplied, or (c) making good any damage to property.
  - f. Costs that would cause the GMP to be exceeded.
  - g. Any cost not specifically and expressly described in Paragraphs 8.1.1 through 8.1.15 above.
  - h. Any costs incurred after Owner's Final Acceptance of the Project.

## ARTICLE 9



## CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order ~~(if agreed upon by the Parties)~~, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Additionally, Contractor shall be entitled to submit a request for a Change Order during the Project in circumstances wherein Contractor believes that changes, additions, deletions, alterations or Project events have or will impact either the scope, cost, duration, or quantity of the Work.

### 9.1 CONTEMPLATED CHANGES

- 9.1.1** Owner may, in anticipation of possibly ordering an addition, deletion, or revision to the Work, issue a request for Contractor to prepare a proposal of additional or deductive cost and/or times for Owner's contemplated changes in the Work. Owner is not responsible for any cost incurred by Contractor associated with the preparation of the proposal. Contractor's written proposal shall be transmitted to Owner's Representative promptly, but not later than fourteen (14) days after Contractor's receipt of Owner's written request or as otherwise mutually agreed, and shall remain a firm offer for a period not less than forty-five (45) days after receipt thereof. Contractor is not authorized to proceed on an Owner contemplated change in the Work prior to Contractor's receipt of an executed Change Order or Work Change Directive authorizing such change into the Work.
- 9.1.2** If Owner has requested a proposal for a change in the Work from Contractor, Owner shall notify Contractor as expeditiously as possible whether such proposal is accepted. Contractor shall not commence changed work until an executed Work Change Directive or Change Order has been delivered by Owner. The parties recognize that delays in response to such proposals may increase the impact or cost of the Change.
- 9.1.3** Contractor and Owner acknowledge, in accordance with the principals of design-build project delivery, increases or decreases to the scope of work resulting from design refinements occurring after the GMP is established do not justify an adjustment to the GMP where the refinement is consistent with the project requirements and could have been reasonably inferred or anticipated at the time the GMP was established.

### 9.2 CHANGE ORDERS

A Change Order is a written instrument, issued after execution of the Task Directive, signed by the Owner and Contractor stating their agreement upon a change and the adjustment in the GMP compensation and/or the Contract Time(s). At the Owner's discretion, a change to the GMP may include an explicit increase or decrease in potential shared savings to the extent the change order creates or eliminates uncertainty.

### 9.3 WORK CHANGE DIRECTIVES

10-011105-19 Ladera Well  
10-011105-28 Winding Way Well

Page 18

July 21, 2025

A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the GMP and/or the Contract Time(s). Owner and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Any disputes involving a Work Change Directive which the Parties are unable to agree upon shall be resolved in accordance with Exhibit D – General Conditions, Section 3 CLAIMS AND RESOLUTION OF DISPUTES. Upon reaching an agreement or resolution, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement or resolution.

#### **9.4 MINOR CHANGES IN THE WORK**

Minor changes in the Work do not involve an adjustment in the GMP and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Contractor shall promptly inform Owner and obtain approval from the Engineer, in writing, of any such changes and record such changes on the documents maintained by Contractor.

#### **9.5 DETERMINATION OF COST**

An increase or decrease in the GMP resulting from a change in the Work shall be determined by one or more of the following methods:

1. unit prices set forth in the Task Directive or as subsequently agreed;
2. a mutually accepted, itemized lump sum;
3. estimated net costs and fee determined as defined in Article 7 and Article 8; or
4. if an increase or decrease in cost cannot be agreed to as set forth in Subparagraphs 9.1.1 through 9.1.3 and the Owner issues a written order for the Contractor to proceed with the change, the cost of the change in the Work shall be determined by the actual Cost of the Work, a reasonable estimate of offsetting savings resulting from the change, and the associated Contractor's Fee. The Contractor shall maintain a separate documented, itemized accounting evidencing the actual cost, and shall present an itemized estimate of the savings associated with the change.
5. for allowances incorporated in the GMP as defined in the Task Directive pricing, payment to the Contractor will be determined in accordance with Article 7 – Guaranteed Maximum Price (GMP) and Compensation. The allowance amount(s) are not a guaranteed not-to-exceed amount. The GMP will be increased or decreased by the difference between the amount shown in the Task Directive pricing and the actual Cost of the Work and Contractor's Fee for the allowance item.

#### **9.6 NO OBLIGATION TO PERFORM**

The Contractor shall not be obligated to perform changed Work until a Change Order has

been executed by the Owner and Contractor, except as provided in Subparagraph 9.5.4.

#### **9.7 ADJUSTMENT OF UNIT PRICES**

If a proposed Change Order alters original quantities to a degree that application of previously agreed to unit prices would be inequitable to either the Owner or the Contractor, the unit prices and the GMP shall be equitably adjusted.

#### **9.8 UNKNOWN CONDITIONS**

Subject to the noticing requirements of Section 9.9, if in the performance of the Work the Contractor finds latent, concealed or subsurface physical conditions which differ from the conditions the Contractor reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the GMP compensation and/or the Contract Time(s) shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed, consistent with Exhibit D – General Conditions, Section 38.7.5.

#### **9.9 CLAIMS FOR ADDITIONAL COST OR TIME**

For any claim for an increase in the GMP compensation and/or an extension of the Contract Time(s), the Contractor shall give the Owner written notice of the claim within fifteen (15) days after the occurrence giving rise to the claim or within fifteen (15) days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. Thereafter, Contractor shall submit written documentation of its claim, including appropriate supporting documentation related to its claim, within twenty-one (21) days after providing its written notice; provided, however, that Contractor may continue to supplement such claim with additional supporting documentation and updated calculations of its request for an increase to the GMP compensation and / or extension of the Contract Time(s) within a reasonable time no more than twenty-one (21) days after such additional information becomes available to Contractor. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the GMP compensation and/or Contract Times resulting from such claim shall be authorized by Change Order.

#### **9.10 EMERGENCIES**

In any emergency affecting the safety of persons and/or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the GMP compensation and/or extension of the date of Substantial Completion on account of emergency work shall be determined as provided in this Article.

#### **9.11 NOTIFICATION OF SURETIES**

The consent of the Contractor's bond sureties shall not be required as to any change or extra work ordered by the District, and the liability of the Contractor's bonds and sureties

shall be increased or decreased accordingly without notice to the sureties.

## **ARTICLE 10**

### **PROGRESS AND FINAL PAYMENTS**

#### **10.1 PROGRESS PAYMENTS**

1. On the fifth (5th) day of each month after the Work has commenced, the Contractor shall submit to the Owner, on a form and in a format subject to the review and approval of the Owner, an Application for Payment consisting of the Cost of the Work performed up to the last day of the preceding month, including the cost paid for material or equipment protected by suitable insurance and suitably stored on the site or at other locations approved by the Owner in writing. With each Application for Payment, the Contractor shall furnish a conditional waiver and release of lien for itself, each Subcontractor who furnished labor, equipment, materials or services to the Project during the period covered by the Application for Payment, and each materialman and vendor who furnished materials to the Project with a value greater than \$5,000.00 unless the materialman or vendor posted a pre-lien notice with the Owner in which case Contractor shall furnish a conditional waiver and release no matter what the value is for that pay period. Upon each payment by the Owner, each of such parties shall execute an unconditional waiver and release of lien acknowledging receipt of all payments due through the period covered by the previous Application for Payment. The conditional and unconditional releases shall be in a form approved by the Owner in its reasonable discretion, and the Contractor shall deliver the unconditional releases with its next Application for Payment.
2. Within thirty (30) days after acceptance of each monthly Application for Payment, the Owner shall pay directly to the Contractor the appropriate amount for which Application for Payment is made, less amounts previously paid by the Owner.
3. The Owner will withhold five percent (5%) from all progress payments due Contractor for Construction as retainage.
4. Payments due but unpaid shall bear interest at the rate of ten percent (10%) per annum after the due date until all monies, excepting retainage, owed Contractor are received by Contractor.
5. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens."
6. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

7. With each application for payment, Contractor shall certify in writing that all Work performed to date has been completed in accordance with the final designed plans and specifications and all applicable permits.
8. Contractor shall attach to each Application for Payment or otherwise provide the Owner's Representative access to documentation that, in the sole judgement of the Owner, is sufficient to verify the actual Cost of the Work included in the Application for Payment, in addition to any other documentation required by the Contract Documents.
9. Documentation for Change work for which a GMP adjustment has not been made by Change Order prior to commencing the Change work shall include approved Daily Extra Work Reports signed by the Owner's Representative, and the cost for such change work shall be itemized separately such that the resulting GMP adjustment can be determined.
10. Terms and conditions related to Progress Payments are further defined in Exhibit D – General Conditions, Section 5.60 PROGRESS PAYMENTS.

## **10.2 FINAL RETENTION PAYMENT**

1. Final retention payment shall be due and payable fifty (50) days after Final Completion. Before issuance of final retention payment, the Owner may request and receive satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.
2. In accepting final payment, the Contractor waives all claims except those previously made in writing and which remain unsettled.

## **ARTICLE 11**

### **INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION**

**Reference Exhibit E – Bonds, Indemnity, Insurance**

## **ARTICLE 12**

### **HAZARDOUS MATERIAL**

- 12.1** A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. The Contractor shall not be obligated to commence or continue Work until any known or suspected Hazardous Material discovered at the Project site has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency if approval of government agency is required.
- 12.2** If after the commencement of the Work, pre-existing known or suspected Hazardous Material is discovered at the Project site, the Contractor shall be entitled to immediately stop Work in the affected area, and the Contractor shall report the condition to the Owner and, if required, the government agency with jurisdiction, without any litigation therefrom.
- 12.3** The Contractor shall not be required to perform any Work relating to or in the area of known or suspected Hazardous Material without written mutual agreement.
- 12.4** The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of the Owner and shall be performed in a manner minimizing any adverse effect upon the Work of the Contractor. The Contractor shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or remediated.
- 12.5** If the Contractor incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Contractor shall be entitled to an equitable adjustment in the GMP compensation and/or the ~~date of Substantial Completion~~Contract Time(s).
- 12.6** To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Contractor, Subcontractors and all tiers of Sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to attorney's fees, costs and expenses incurred in connection with litigation or arbitration, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.
- 12.7** Notwithstanding anything in this Agreement, the Owner is not responsible for any Hazardous Materials brought on to the site or transported to the site by the Contractor, Subcontractors and all tiers of Sub-subcontractors. The Contractor shall take full responsibility for all Hazardous Materials that may be brought on to the site or transported to the site and the Contractor shall defend, indemnify, and hold harmless the Owner for all such Hazardous Materials in the manner described in Subparagraph 12.6.

- 12.8** In addition to the foregoing, the provisions of Exhibit D – General Conditions, Section 5.47 HAZARDOUS MATERIALS; HAZARD COMMUNICATION shall apply.

## **ARTICLE 13**

### **TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONTRACTOR'S RESPONSIBILITIES**

#### **13.1 TERMINATION OR STOP WORK BY THE CONTRACTOR**

1. Upon fifteen (15) days written notice to the Owner, the Contractor may terminate this Agreement or a specific Task Directive for any of the following reasons:
  - a. If the Work has been stopped for a thirty (30) day period
    1. under court order or order of other governmental authorities having jurisdiction;
    2. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Contractor, materials are not available; or
  - b. If the Work is suspended by the Owner for sixty (60) days due to no fault of the Contractor, the subcontractors, or the sub-subcontractors; or
  - b.c. Owner's failure to make payment for amounts properly due under this Agreement, due to no fault of Contractor. Alternatively, Contractor shall have the right to stop Work until payment of the amount owing to Contractor has been received, including interest from the date payment was due in accordance with the Agreement, and the Contract Price and / or Contract Time(s) shall be equitably adjusted by a Change Order for the costs and delays resulting from shutdown, delay, and startup.
2. Upon termination by the Contractor in accordance with Subparagraph 13.1.1, the Contractor shall be entitled to recover from the Owner payment for all Work performed and for any proven loss, cost, or expense in connection with the Work, plus the Cost of the Work for demobilization with the applicable Contractor's Fee in accordance with Article 7 and Article 8 of the Agreement.

#### **13.2 OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE**

1. Owner and Contractor rights and obligations regarding termination for default are specified in Exhibit D – General Conditions, Section 5.32 TERMINATION FOR DEFAULT;

DAMAGES FOR DELAY; TIMELY EXTENSION, and Section 5.33 RIGHTS OF DISTRICT UPON TERMINATION.

### **13.3 TERMINATION BY OWNER WITHOUT CAUSE**

If the Owner terminates this Agreement or a specific Task Directive other than as set forth in Paragraph 13.2, the Owner shall pay the Contractor in accordance with Subparagraph 13.1.2.

### **13.4 SUSPENSION BY THE OWNER FOR CONVENIENCE**

1. The Owner may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate for its convenience.
2. Owner and Contractor rights and obligations regarding suspension of the work are specified in Exhibit D – General Conditions, Section 5.31 SUSPENSION OF WORK.

## **ARTICLE 14**

### **DISPUTE RESOLUTIONS**

Dispute resolution shall be in accordance with Section 3 CLAIMS AND RESOLUTION OF DISPUTES in Exhibit D – General Conditions.

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

#### **15.1 ASSIGNMENT**

Neither the Owner nor the Contractor shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

#### **15.2 GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

#### **15.3 SEVERABILITY**

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

#### **15.4 NO WAIVER OF PERFORMANCE**

10-011105-19 Ladera Well  
10-011105-28 Winding Way Well

Page 25

July 21, 2025



The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

#### **15.5 TITLES**

The title given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

#### **15.6 EXTENT OF AGREEMENT**

This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies upon any person or entity other than the parties hereto and subject to the restrictions on assignment herein, their respective permitted successors and assigns.

#### **15.7 CONFIDENTIALITY AND MEDIA COMMUNICATIONS**

Contractor shall treat all information, discussions, work papers, plans, memoranda, and all materials relating to the Project and all information supplied to Contractor by Owner as strictly confidential and proprietary information of Owner and shall not permit its release to other parties or make any public announcement or publicity releases or use or discuss any such information (except as required to complete the Work) without Owner's prior written approval which may be withheld in Owner's sole discretion. Contractor shall also require Subcontractors and vendors to comply with the requirement.

#### **15.8 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR IN THE CONTRACT OR CONTRACT DOCUMENTS TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES ARISING OUT OF, OR RELATING TO, THIS AGREEMENT UNDER ANY CIRCUMSTANCES WHATSOEVER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, OWNER'S LOSS OF USE OF THE PROJECT, ANY RENTAL EXPENSES INCURRED, LOSS OF TAX ABATEMENTS OR CREDITS, COST OF SUBSTITUTE FACILITIES OR SERVICES, COST OF PURCHASED OR REPLACEMENT PRODUCT OR CLAIMS FROM CUSTOMERS OR SUPPLIERS OF OWNER, LOSS OF INCOME, PROFIT, OR REVENUE, AS WELL AS THE LOSS OF BUSINESS, OPPORTUNITY, LOSS OF FINANCING, PRINCIPAL OFFICE OVERHEAD AND EXPENSES, LOSS OF REPUTATION OR GOODWILL AND/OR INSOLVENCY REGARDLESS OF WHETHER ANY OF THE FOREGOING ARE FOUND TO BE DIRECT OR INDIRECT. THE

PROVISIONS OF THIS PARAGRAPH SHALL ALSO APPLY TO THE TERMINATION OF THIS AGREEMENT AND SHALL SURVIVE SUCH TERMINATION.

IN WITNESS WHEREOF, the parties execute this Contract as follows:

DISTRICT:

\_\_\_\_\_  
Cathy Lee  
General Manager

Date: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
[Name]  
[Title]

Date: \_\_\_\_\_

**Exhibit A**  
**Task Directive(s)**

---

## **TASK DIRECTIVE(S)**

---

This exhibit outlines the Design-Builder's general scope of responsibilities to complete the Phase 1 Design and Preconstruction Services for the project.

Phase 1 Design and Preconstruction services shall prepare the design to approximately 60% to prepare a Phase 2 Proposal. We will submit a copy of the plans and specifications at BODR, 30 and 60 percent completion for the District's review and comment. Phase 1 is completed when there is an agreement on the Project schedule and price – whether it be a guaranteed maximum price (GMP) or a lump sum.

District will review and provide comments within two weeks of receipt of the submittals, or as otherwise mutually agreed.

### **Roles and Responsibilities of Progressive Design-Builder:**

#### Project Management:

- Single point of contact with the Owner's Project Manager / Owner's Advisor Team
- Develop and implement Project management and quality management plans
- Perform risk management (identification & tracking) and mitigation activities
- Establish and maintain change order management plan
- Develop and implement Project health and safety practices
- Facilitate resolution of Project issues and challenges
- Schedule development, management and mitigation of any potential issues
- Budget development and cost management

#### Design Management:

- Lead engineering and design team resources
- Develop design deliverables
- Recommend process and design technology solutions
- Facilitate review of construction submittals and verify design intent is being met during construction
- Engage permitting agencies to ensure design adherence to permit requirements

#### Preconstruction Services:

- Manage interface between design and construction team members
- Prepare and maintain a Project cost model and Project schedule
- Provide constructability input during Phase 1
- Prepare equipment and subcontract procurement plan
- Provide early project submittals to ensure schedule compliance for project critical path
- Support and guide process of obtaining government approvals and permits for which Owner is responsible (permitting plan)
- Obtain government approvals and permits for which Contractor is responsible
- Develop Phase 2 Proposal, negotiate Phase 2 Contract Price Amendment in good faith
- Provide additional Owner-requested, Project-specific services necessary for Project success
- Subcontractor and vendor engagement/coordination for project scope, procurement, pricing and schedule input, and constructability analysis.
- Review funding requirements, adherence to all funding requirements for project procurement, pricing, vendor contracts and subcontracting.

- Engage local community members and school staff as necessary to provide project updates and schedule information. Active partnering with community to ensure good neighbor policies are established before construction and maintained throughout.

### **Scope of Progressive Design Builder Services (Phase 1):**

General elements of the Project included in Phase 1 scope of services:

- Grading and Drainage
- Geotechnical analysis and characterization
- Existing site conditions investigation, analysis, documentation, and integration into design
- Site Development
- Water Production Well Reviews & Optimization
- Civil – Plans and Details
- Mechanical – Plans and Details
- Chemical Feed System(s)
- SMUD Application and Submittal Package
- Electrical – Plans and Details
- Instrumentation and Controls (SCADA), Programming, Integration, and radio telemetry
- Generator Plan and Connection Details
- Operation Memorandum with Schematic Process Flow Diagram

Detailed Breakdown of Phase 1 scope of services:

The scope of engineering services includes evaluations, design and development of contract documents for completion of well site facilities. The following task breakdown defines the level of engineering efforts.

## **PHASE 1: PRELIMINARY DESIGN AND PLANNING**

---

### **Task 1: Project Management, Meetings, Workshops, and Coordination**

Comprehensive project management services to ensure effective coordination among the design-build team, contractor, and client throughout the project lifecycle. Assign and supervise Dewberry staff, and provide technical direction, coordination and communication to the Dewberry staff and subconsultants to ensure the project meets budget, schedule, and quality goals. They will also monitor the work schedule and budgets and provide general contract administration within Dewberry.

Key Components and Deliverables:

- Project Kick-Off Meeting & Alignment  
*Deliverable: Meeting minutes submitted within one week of the meeting.*
- Bi-Weekly Progress Meetings (14 Client Meetings)  
*Deliverable: Meeting minutes submitted within one week of each meeting.*
- Monthly Invoicing and Reporting  
*Deliverable: Monthly invoice, progress report, and updated issue/change tracking log.*
- Project Plan Development

- Value Engineering Workshops
- Constructability Workshops
- Overall Project Management – Progress Development & Guidance
- Internal Team Progress Meetings (28 internal)
- Baseline Schedule Development & Submittals
- Monthly Schedule Updates (5ea)
- Procurement Plan (Long-Lead Items Identification & Active Procurement)
- Coordination with Outside Stakeholders

## **Task 2: Data and Document Review, and Site Investigation**

Establish the foundation for the design-build process through a thorough review and validation of all relevant project data and documentation. Early coordination with the contractor and client to ensure alignment of project goals, roles, and expectations.

### **Key Components and Deliverables:**

- Data and Document Validation  
Deliverable: Summary of reviewed well completion reports and water quality analyses, with recommendations for additional testing if applicable.
- Site Visit
- Surveying Services  
Deliverable: Boundary and topographic survey drawings.
- CCTV of Storm Drain  
Deliverable: Video of storm drain inspection with documented results
- *Geotechnical Investigation and Evaluation*  
*Deliverable: Geotechnical report.*
- *Hydrogeologic Model Coordination (GEI)*  
*Deliverable: Status report on coordination between GEI and ASR Systems.*
- *District Hydraulic Model Coordination*  
*Deliverable: Status report on integration of new wells into the District system.*
- ASR Systems Geochemical Assessment  
Deliverable: Water quality assessment report.
- Field Investigation & Data Collection (Potholing – 2 each days)  
Deliverable: As-built report of field investigations findings

## **Task 3: 30% Design Development**

Develop 30% design documents in close coordination with the District and contractor to establish the design basis and support early procurement and construction planning. This includes preliminary layouts, sizing, and system configurations.

#### Key Components and Deliverables:

- Basis of Design Report
- 30% Design Drawings, including:
  - Cover sheet, drawing index, general notes, and legend
  - Civil: site layout, yard piping, preliminary grading plan
  - P&IDs: preliminary equipment, valves, instrumentation, and I/O
  - Process mechanical: plans and major sections
  - Structural: plans and sections with preliminary dimensions
  - Electrical: single-line power and control diagrams
- Preliminary Specification List
- Draft Technical Specifications for early procurement items
- Design Review Workshop
- Early Procurement Package
- SMUD Engagement, Permitting, Long Lead Procurement Management
- Document/Constructability Review
- Value Engineering Review
- Operations Coordination Meeting
- Decision Log Development/Review
- Risk Register Development/Review
- 30% Project Schedule Development & Submittal
- BODR / 30% Cost Model
- 30% Deliverables Workshop
- Permitting Agencies Engagement & Permit Acquisition

We will coordinate with your team to confirm review timelines. Our standard approach includes submitting deliverables for a two-week review period. Comments will be consolidated using Bluebeam Revu Studio Session and tracked in a comment log to guide the workshop discussion and resolution process. This log will be maintained throughout the design phase.

#### **Task 4: 60% Design Development**

Advance the design to the 60% level, incorporating Owner feedback, contractor input, and constructability considerations. This phase includes refined layouts, detailed piping profiles, and preliminary electrical plans. Initiate electrical service coordination by submitting the SMUD service application.

#### Key Components and Deliverables:

- 60% Design Development - Drawings, including:
  - Civil: piping plans and profiles, grading and drainage plans, erosion/sediment control, tie-in details
  - Process Mechanical: additional sections, pipe supports, mechanical details

- Structural: additional plans/sections, reinforcement requirements
- Electrical: power and lighting plans, panel schedules, riser diagrams, details
- P&IDs: finalized instrumentation and I/O
- 60% Design Specifications  
*Deliverable: Identification of required permits and submittal of initial permit applications, including coordination with relevant regulatory agencies.*
- 60% Design Review Workshop
- 60% Deliverables Workshop
- GMP Coordination
- Permitting Engagement, Support, Management, Acquisition
- Document/Constructability Review
- Value Engineering Refinement / Workshops /Review
- Decision Log Update/Maintain
- Risk Register Update/Maintain
- 60% Project Baseline Schedule Updates & Revisions
- Early Procurement - Bid Packages/pricing/contracting
- 60% Cost Model / GMP Submittal /Review Process

#### **Project Schedule Milestones of Progressive Design Builder Services (Phase 1):**

1) <u>Award of Phase 1 Contract and Notice to Proceed</u>		
a.	CWD – PDB Contract Award	7/22/2025
b.	Notice to Proceed	7/24/2025
c.	Kick-Off Meeting + Partnering	7/25/2025
2) <u>Design and GMP Development</u>		
a.	Design Kick-off Meeting	7/30/2025
b.	Develop & Submit – BODR	8/15/2025
c.	Survey Base Map	9/15/2025
d.	Geotechnical Report	9/19/2025
e.	Develop & Submit – 30% Design	9/19/2025
f.	Hydrogeologic & Hydraulic Coordination Reports	10/30/2025
g.	Develop & Submit – 60% Design	12/19/2025
3) <u>GMP Negotiations / Phase 2 Contract Amendment Award</u>		
a.	GMP Development	12/30/2025
b.	GMP Approval (by CWD)	1/22/2026
4) <u>Permitting</u>		
a.	Submit – SMUD Service Application	10/14/2025
b.	Submit – NPDES Permit Documents	11/7/2025
c.	Submit – SAC County Storm Water Permit	1/8/2025
d.	Submit – SAC County Encroachment Permit	1/8/2025



e.	Submit – Carmichael Parks District Encroachment permit	1/8/2025
f.	Submit – DDW Amendment Permit (by CWD)	3/9/2026
5)	<u>Submittals</u>	
a.	Submit – Baseline Schedule	8/4/2025
b.	Submit – Quality Control Plans	8/6/2025
c.	Submit – Submittal List	8/6/2025
d.	Submit – Water Testing & Disinfection Plans	11/24/2025
e.	Submit – Traffic Control & Safety Plans	12/30/2025
f.	Submit – Site Wide SWPPP	1/22/2026
6)	Early Procurement (Start Dates):	
a.	Standby Generators	9/29/2025
b.	Electrical Gear	9/29/2025
c.	Control Panels	9/29/2025
d.	SMUD Transformer	11/5/2025
e.	Pump Motors	12/31/2025

**Exhibit B**  
**Compensation Rates**

---

## COMPENSATION RATES

### Phase 1 Services – Rates and Hours

<b>Key Personnel</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Total (\$)</b>
<b>Garney:</b>			
Project Manager	286	50	\$ 14,300
Preconstruction Manager	285	178	\$ 50,730
Construction Manager	269	119	\$ 32,011
Site Superintendent	224	67	\$ 15,000
Safety Manager	200		\$ -
Lead Estimator	212	68	\$ 14,416
<b>Dewberry:</b>			
Design Quality Control/Assurance	320	72	\$ 23,040
Design Project Manager	280	340	\$ 95,200
Design Project Technical Lead	290	174	\$ 50,460
Design Engineer (Mechanical)	260	116	\$ 30,160
<b>ASR Systems LLC:</b>			
ASR Design Project Manager	329	216	\$ 71,064
ASR Design Senior Design Engineer	294	374	\$ 109,956
<b>Additional Staff</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Total (\$)</b>
<b>Garney:</b>			
Project Engineer	154	20	\$ 3,080
Cost Estimator	179	184	\$ 32,936
Admin	105	16	\$ 1,680
<b>Dewberry:</b>			
Design Project Engineer (Electrical)	260	228	\$ 59,280
Design Engineer (Electrical)	175	197	\$ 34,475
Design Engineer (Structural)	175	116	\$ 20,300
Design Engineer in Training (EIT)	155	308	\$ 47,740
Design CAD	180	540	\$ 97,200
Design Admin	130	100	\$ 13,000
<b>ASR Systems LLC:</b>			
ASR Geochemist	225	60	\$ 13,500
ASR Tech/Admin	136	35	\$ 4,760
ASR Construction Manager	193	4	\$ 772
ASR CAD	127	90	\$ 11,430
ASR Design Engineer	250	4	\$ 1,000
<b>Expenses</b>	<b>-</b>	<b>-</b>	
<b>Garney:</b>			
Potholing (2 Days)			\$ 7,500
Office/Estimating Expenses			\$ 2,500

<b>Dewberry:</b>			
Design Survey			\$ 28,000
Geotech			\$ 75,618
ASR Systems (Detailed above/below)			\$ -
5% Sub Markup (Survey, Geotech, ASR)			\$ 16,440
Direct Costs			\$ 7,500
<b>ASR Systems:</b>			
ASR Direct Costs			\$ 12,500
<b>Total</b>			<b>\$ 997,548</b>

\*Table 1 – Cost Breakdown by Task (below) will be utilized to develop the Schedule of Values for deliverables and the associated cost for each deliverable.

## Phase 2 Services – Rates

<b>Key Personnel</b>	<b>Rate (\$)</b>
<b>Garney:</b>	
Project Manager	286
Preconstruction Manager	285
Construction Manager	269
Site Superintendent	224
Safety Manager	200
Lead Estimator	212
<b>Additional Staff / Craft</b>	<b>Rate (\$)</b>
<b>Garney:</b>	
Project Engineer	154
Cost Estimator	179
Admin	105
Intern / Co-Op	98

Staff rates are adjusted every October. Union Craft rates are adjusted every July. Rates include total wages, payroll taxes, PTO, vacation, holiday pay, health insurance, and retirement. The rates do not include per diem, living allowance or relocation, travel time or expenses, company vehicle, or vehicle allowances. Small tools and consumables will be included in cost of work. Equipment will be priced using EquipmentWatch Blue Book Rates.

**TABLE 1 – COST BREAKDOWN BY TASK**

<b>Task</b>	<b>Task Description</b>	<b>Task Cost</b>
<b>Phase 1 Services</b>		
<b>1</b>	<b>Task1: Project Management, Meetings &amp; Workshops</b>	
1.1	Project Management	\$ 66,498
1.2	Project Kickoff & Alignment	\$ 35,386
1.3	Progress Meetings (14 with client, 28 internal)	\$ 70,050
1.4	Monthly Schedule Updates (5ea)	\$ 5,930
1.5	Value Engineering Workshop	\$ 3,122
1.6	Constructability Workshop	\$ 3,122
1.7	Procurement Plan (Long-Lead Items)	\$ 4,432
1.8	Coordination w/Outside Stakeholders	\$ 4,432
	<b>Subtotal Task 1</b>	<b>\$ 192,972</b>
<b>2</b>	<b>Task 2: Data and Document Review and Site Investigation</b>	
2.1	Data and Document Review and Validation	\$ 9,320
2.2	Site Visit	\$ 3,640
2.3	Survey	\$ 25,130
2.4	Geotechnical Investigation	\$ 80,379
2.5	GEI Hydrogeologic Model Coordination	\$ 13,627
2.6	City's Hydraulic Model Coordination	\$ 1,235
2.7	CCTV of Storm Drain	\$ 5,250
2.7	ASRS Geochemical Assessment	\$ 23,701
2.8	Field Investigation & Data Collection (Pothole 2ea Days)	\$ 13,236
	<b>Subtotal Task 2</b>	<b>\$ 175,518</b>
<b>3</b>	<b>Task 3: 30% Design Development</b>	
3.1	Basis of Design Report	\$ 42,625
3.2	30% Design Development	\$ 127,859
3.3	30% Design Review Workshop	\$ 14,452
3.4	Early Procurement Package	\$ 30,450
3.5	Document/Constructability Review	\$ 5,248
3.6	Value Engineering Review	\$ 5,248
3.7	Operations Coordination Meeting	\$ 2,284
3.8	Decision Log Development/Review	\$ 2,280
3.9	Risk Register Development/Review	\$ 2,280
3.10	30% Construction Schedule	\$ 6,096
3.11	BODR / 30% Cost Model	\$ 25,476
3.12	30% Deliverables Workshop	\$ 2,674
	<b>Subtotal Task 3</b>	<b>\$ 266,972</b>

<b>4</b>	<b>Task 4: 60% Design Development</b>	
4.1	60% Design Drawing Development	\$ 178,679
4.2	60% Design Specs	\$ 49,658
4.3	60% Design Review Workshop	\$ 17,069
4.4	GMP Coordination	\$ 28,570
4.5	Permitting	\$ 19,066
4.6	Document/Constructability Review	\$ 5,248
4.7	Value Engineering Review	\$ 5,248
4.8	Decision Log Update/Maintain	\$ 2,280
4.9	Risk Register Update/Maintain	\$ 2,280
4.10	60% Construction Schedule	\$ 6,096
4.11	Early Procurement - Bid Packages/pricing	\$ 9,208
4.12	60% Cost Model / GMP Submittal	\$ 25,976
4.13	60% Deliverables Workshop	\$ 12,708
	<b>Subtotal Task 4</b>	<b>\$ 362,086</b>
	<b>Subtotal Phase 1</b>	<b>\$ 997,548</b>

**Exhibit C**  
**Definitions, Terminology and Abbreviations**

---

## DEFINITIONS, TERMINOLOGY, AND ABBREVIATIONS

---

### 1.1 Definitions

For purposes of the Contract Documents, these words and phrases shall be defined as follows:

- 1.1.1 *Act of God* refers to unexpected or uncontrollable events, such as earthquakes, flood, fire, cyclone, epidemic, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of intensity less than that recorded for the locality of the Work shall not be construed as an Act of God and no reparation shall be made to Contractor for damages to the Work resulting therefrom or warrant a change to the Contract Times.
- 1.1.2 *Agreement* refers to the Progressive Design-Build Construction Agreement between the District and Auburn Constructors, LLC, Master Task Agreement for work related to Well 80, inclusive of all its attachments and exhibits.
- 1.1.3 *Application for Payment* refers to the form acceptable to Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.1.4 *Change Order* has the meaning given in Article 9 of the Agreement.
- 1.1.5 *Claim* refers to a demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- 1.1.6 *Contract* means the written agreement covering the performance of the work. The Contract shall include all Contract Documents and supplemental agreements amending or extending the work contemplated which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract, and include Addenda and Contract Change Orders.
- 1.1.7 *Contract Documents* has the meaning given in Section 3.2 – Contract Component Parts of the Agreement.
- 1.1.8 *Contract Price* is the same as Guaranteed Maximum Price which has the meaning given in Article 7 of the Agreement.
- 1.1.9 *Contract* refers to the entire and integrated written Contract between Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or Contracts, whether written or oral.
- 1.1.10 *Contract Time(s)* shall mean the times for performance of the Work by Contractor and the delivery of items and approvals by Owner set forth in Article 6.0 of the Agreement (“Contract Time”).
- 1.1.11 *Contractor* means a single entity with whom Owner has entered into the Contract and is responsible for both professional engineering design and construction of the Project.
- 1.1.12 *Construction Documents* shall have the meaning given in Article 4 – Contractor’s Responsibilities of the Agreement.
- 1.1.13 *Cost of the Work* has the meaning given in Article 8 of the Agreement.
- 1.1.14 *Day or Days* refers to calendar days unless otherwise specifically noted in the Contract Documents.
- 1.1.15 *Date of the Contract* means the date on which the Agreement is signed by the District’s authorized representative.



- 1.1.16** *Design Consultant*, if any, refers to a qualified, licensed design professional who is not an employee of Contractor, but is retained by Contractor, or employed or retained by anyone under contract with Contractor or Subcontractor, to furnish design services required under the Contract Documents.
- 1.1.17** *Design Criteria* refers to those documents which define the Owner's criteria for the scope, quality, and function of the proposed facility, and which may be expanded to outline Owner's project cost limitations and schedule requirements.
- 1.1.18** *District* means the Carmichael Water District, also referred to as the Owner.
- 1.1.19** *Effective Date of the Contract* refers to the date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the party to sign and deliver.
- 1.1.20** *Engineer* means a Subcontractor and their subconsultants and agents who are responsible for all or part of the design and related services necessary to perform the Work.
- 1.1.21** *Facility Performance Criteria* refers to Owner's criteria for the performance of the Facility once constructed, and may be divided into two parts, (i) program requirements such as the physical, functional, and quantitative needs of the project, and (ii) performance requirements for the Facility and its component parts, including considerations of the specified quantitative and qualitative limits for inputs, the desired condition of Facility outputs, and the efficiency of the Facility in producing such outputs.
- 1.1.22** *Facility* refers to the physical facility and related appurtenances to be designed and constructed for Owner as part of the Project.
- 1.1.23** *Final Acceptance* of the Project shall be as defined in Exhibit D – General Conditions under "COMPLETION AND FINAL ACCEPTANCE".
- 1.1.24** *Final Completion [of the Project]* shall be as defined in Exhibit D – General Conditions under "COMPLETION AND FINAL ACCEPTANCE".
- 1.1.25** *General Conditions* refer to this Exhibit D, *General Conditions*.
- 1.1.26** *Guaranteed Maximum Price or GMP* has the meaning given in Article 7 of the Agreement.
- 1.1.27** *Hazardous Conditions* refers to any materials, wastes, substances and chemicals deemed to be hazardous under applicable Laws and Regulations, or which handling, storage, remediation, or disposal are regulated by applicable Laws and Regulations.
- 1.1.28** *Hazardous Materials* has the meaning given in Article 12.1 of the Agreement.
- 1.1.29** *Laws and Regulations; Laws or Regulations* refers to any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.1.30** *Liens* refers to charges, security interests, or encumbrances upon Project funds, real property, or personal property.
- 1.1.31** *Liquidated Damages* refers to such damages as may be assessed under Section 27 of Exhibit D, General Conditions ("Liquidated Damages").
- 1.1.32** *Notice to Proceed* refers to a written Notice given by Owner to Contractor which shall authorize Contractor to mobilize onto the Site and start to perform the Work under the Contract Documents.
- 1.1.33** *Owner's Representative* refers to the individual or individuals selected and authorized by Owner to act upon Owner's behalf with respect to Contractor and the performance of this Contract.
- 1.1.34** *Owner* refers to Carmichael Water District.

- 1.1.35** *Payment Bond* refers to the form of security approved by Owner and furnished by the Contractor and Contractor's surety guaranteeing payment for all labor, materials, services, and equipment furnished for use by the Contractor in performance of the Contract.
- 1.1.36** *Performance Bond* refers to the form of security approved by the Owner and furnished by the Contractor and Contractor's Surety guaranteeing the complete and faithful performance of all the obligations and conditions placed upon the Contractor by the Contract.
- 1.1.37** *Project* refers to the design and construction of the Owner's Facility, including start-up, testing and the provision of manuals, warranties, as-built drawings and specifications, spare parts, and all other items required to be provided under this Contract.
- 1.1.38** *Schedule of Work* refers to a schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 1.1.39** *Site* refers to lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor for construction of the Project.
- 1.1.40** *Subcontractor* refers to any person or entity retained by Contractor as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.
- 1.1.41** *Substantial Completion* shall be as defined in Exhibit D – General Conditions under "COMPLETION AND FINAL ACCEPTANCE"
- 1.1.42** *Sub-Subcontractor* refers to any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.
- 1.1.43** *Supplier* refers to a manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
- 1.1.44** *Work* refers to all Contractor's design, permitting, construction, start-up, testing, warranty, and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents, plus manuals and documentation required by the Contract Documents.

## **1.2 Terminology**

- 1.2.1** The words and terms discussed in Sections 1.2.2 through 1.2.5 are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- 1.2.2** Intent of Certain Terms or Adjectives:
  - 1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Owner. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Owner as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Owner any duty or authority to supervise or direct the performance of the Work, or

any duty or authority to undertake responsibility contrary to any provision of the Contract Documents.

**1.2.3 Defective:**

1. The word “defective,” when modifying the word “Work,” refers to Work that is ~~unsatisfactory~~, faulty, or deficient in that it:
  - a. Does not conform to the Contract Documents; or
  - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. Has been damaged prior to Owner’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with GC 5.8 (“Substantial Completion”) or 5.9 (“Partial Utilization”)).

**1.2.4 Furnish, Install, Perform, Provide:**

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

**1.2.5** Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**1.3 Abbreviations**

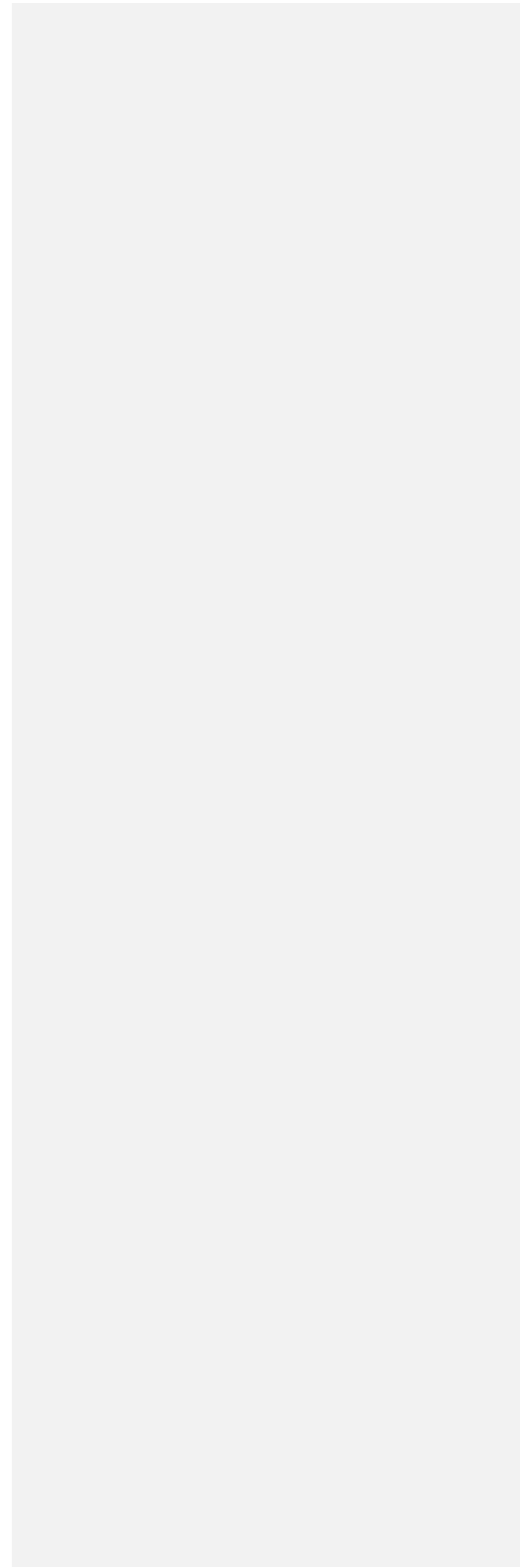
The following abbreviations may be used in the Contract Documents:

AA	Aluminum Association
AASHO	American Association of State Highway Officials
ABMA	American Boiler Manufacturer's Association
ACI	The American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors

AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BGHMA	Builders Hardware Manufacturers Association
CCMTC	California Concrete Masonry Technical Committee
CRSI	Concrete Reinforcement Steel Institute
DFPA	Douglas Fir Plywood Association
ETL	Electrical Testing Laboratory
FS	Federal Specification
ICBO	International Conference of Building Officials
IEEE	The Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MBMA	Metal Building Manufacturer's Association

MSS	Manufacturers Standardization Society of Valve and Fitting Industry Standards
NBFU	National Board of Fire Underwriters
NBS	National Building Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
UHPHS	United States Public Health Service
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

**Exhibit D**  
**General Conditions**



## GENERAL CONDITIONS

1	INTENT OF CONTRACT DOCUMENTS/MEANS AND METHODS/DESIGN-BUILD PROCUREMENT .....	1
2	CONTRACTOR'S UNDERSTANDING .....	<u>22</u>
3	CLAIMS AND RESOLUTION OF DISPUTES .....	<u>22</u>
4	GUARANTEE .....	<u>78</u>
5	AUTHORITY OF THE OWNER'S .....	<u>88</u>
6	PERMITS AND REGULATIONS .....	<u>940</u>
7	SUBCONTRACTS .....	<u>940</u>
8	COOPERATION OF CONTRACTORS .....	<u>1044</u>
9	SUPERINTENDENCE .....	<u>1044</u>
10	INSPECTION OF WORK .....	<u>1044</u>
11	TESTS .....	<u>1243</u>
12	REMOVAL OF REJECTED/UNAUTHORIZED WORK AND MATERIALS .....	<u>1343</u>
13	DEDUCTIONS FOR UNCORRECTED WORK .....	<u>1343</u>
14	EQUIPMENT AND PLANTS .....	<u>1344</u>
15	CHARACTER OF WORKER .....	<u>1444</u>
16	SEPARATE CONTRACTS .....	<u>1444</u>
17	MATERIALS .....	<u>1445</u>
18	STORAGE OF MATERIALS; STORAGE AREAS .....	<u>1545</u>
19	ASSIGNMENT .....	<u>1545</u>
20	DISTRICT ENTRY ON WORK SITE; RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT OR FACILITIES .....	<u>1545</u>
21	LANDS FOR WORK; RIGHTS OF WAY; CONSTRUCTION ROADS; TEMPORARY UTILITY SERVICES .....	<u>1646</u>
22	PROGRESS SCHEDULE .....	<u>1647</u>
23	COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION; CONSTRUCTION SEQUENCE; DELAYS .....	<u>1647</u>
24	SUSPENSION OF WORK .....	<u>2024</u>
25	TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIMELY EXTENSION .....	<u>2122</u>
26	RIGHTS OF DISTRICT UPON TERMINATION .....	<u>2324</u>
27	FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON; LIQUIDATED DAMAGES .....	<u>2425</u>

28	CLEAN UP .....	<a href="#">2425</a>
29	COMPLIANCE WITH LAWS; PERMITS; TAXES .....	<a href="#">2526</a>
30	PREVAILING WAGE PENALTIES; WAGE CLAIMS PROHIBITED .....	<a href="#">2627</a>
31	LABOR DISCRIMINATION.....	<a href="#">2627</a>
32	EIGHT HOUR DAY LIMITATION; CERTIFIED PAYROLL REPORTS .....	<a href="#">2727</a>
33	EMPLOYMENT OF APPRENTICES .....	<a href="#">2828</a>
34	WATER POLLUTION .....	<a href="#">ERROR! BOOKMARK NOT DEFINED.28</a>
35	PATENTS .....	<a href="#">3030</a>
36	PUBLIC CONVENIENCE.....	<a href="#">3031</a>
37	UNDERGROUND UTILITIES.....	<a href="#">3131</a>
38	SAFETY AND TRENCHING.....	<a href="#">3132</a>
39	PROTECTION OF PERSON AND PROPERTY .....	<a href="#">3334</a>
40	HAZARDOUS MATERIALS; HAZARD COMMUNICATION .....	<a href="#">3435</a>
41	RESPONSIBILITY FOR REPAIR OF FACILITIES .....	<a href="#">3536</a>
42	DISTRICT'S REPAIR .....	<a href="#">3536</a>
43	CONTRACTOR'S LICENSE NOTICE .....	<a href="#">3537</a>
44	PUBLIC WORKS CONTRACTOR REGISTRATION.....	<a href="#">3637</a>
45	PROTECTION OF WORK .....	<a href="#">3637</a>
46	ACCIDENTS .....	<a href="#">3839</a>
47	NO PERSONAL LIABILITY .....	<a href="#">3839</a>
48	SCOPE OF PAYMENT.....	<a href="#">3839</a>
49	PROGRESS PAYMENTS.....	<a href="#">3840</a>
50	COMPLETION AND FINAL ACCEPTANCE .....	<a href="#">4546</a>
51	FINAL PAYMENT .....	<a href="#">4748</a>
52	FINAL RELEASE .....	<a href="#">4748</a>
53	RIGHT TO WITHHOLD PAYMENTS.....	<a href="#">4852</a>
54	WAIVER OF INTEREST.....	<a href="#">4952</a>
55	SATISFACTION OF CLAIMS AND LIENS.....	<a href="#">4952</a>
56	ASSIGNMENT OF ANTI-TRUST CLAIMS.....	<a href="#">4953</a>
57	AVAILABILITY AND AUDIT OF INFORMATION.....	<a href="#">4953</a>
58	INTEGRATION .....	<a href="#">5054</a>
59	COUNTERPARTS AND ELECTRONIC SIGNATURES.....	<a href="#">5054</a>
60	WAIVER.....	<a href="#">5054</a>



61	REMEDIES NOT EXCLUSIVE .....	<u>50</u> 54
62	SEVERABILITY .....	<u>51</u> 54
63	GOVERNING LAW AND VENUE .....	<u>51</u> 54
64	NOTICES .....	<u>51</u> 55

## **1 INTENT OF CONTRACT DOCUMENTS / MEANS AND METHODS/DESIGN-BUILD PROCUREMENT**

1.1 The intent of the Contract Documents is to obligate Contractor to complete this design-build contract by performing all design, engineering, construction, and installation work or services necessary to render a complete project, all in accordance with the Contract Documents.

1.2 At all times, Contractor will exercise complete and exclusive control over the means, methods, sequences and techniques of the Work. Contractor will serve as the District's consultant and general contractor for and during all phases of the Work in connection with the design, development and construction of the project. Contractor will consult with and advise the District during the performance of all Work required by this Agreement. Contractor will do all work, attend all meetings, hearings and conferences, and hire all professionals necessary to produce all reports and documents necessary to complete the design services described in this part. Contractor and its Subcontractors will perform all Work efficiently and with the requisite expertise, skill, competence, resources and care to satisfy the requirements of this Contract and all applicable legal requirements in effect at the time the Work is performed.

1.3 Except as provided elsewhere in the Contract Documents, the District Owner's Representative will not be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract Documents, the District Owner's Representative will not be responsible for or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the District or its authorized representatives shall not make the Contractor an agent of the District, and the liability of the Contractor for all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

1.4 Contractor will obtain and cause to be prepared, complete design and construction documents necessary for the construction of the Project ("Construction Documents"). The Construction Documents will be prepared by such licensed persons as may be required, and will include as appropriate all necessary structural, mechanical, and electrical drawings and specifications; elevations and other drawings; and, general, technical and special conditions. The Construction Documents will include and provide for connection of electrical transmission lines and meters to the public utility serving the Project, as agreed by the District and Contractor. Contractor will submit the Construction Documents to the District for review and approval, which shall not be unreasonably withheld. The Construction Documents will be complete, accurate and internally consistent, will include details and information sufficient and adequate so as to enable Contractor to construct the Project, and will conform to applicable laws and be acceptable to the District. Contractor also will provide any survey work and any other fieldwork necessary or

appropriate to complete the Construction Documents. Notwithstanding the foregoing, Contractor and the District agree that the Construction Documents shall be subject to the Scope of Work.

1.5 All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, ~~computer software~~ and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District solely for the purposes of this Project and not otherwise copyrighted by Contractor (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District modifies or alters any Work Product, or reuses ~~or modifies~~ any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then such modification, alteration, or reuse shall be at District’s sole risk and the District shall indemnify, defend and hold Contractor harmless against all claims, damages, losses and expenses arising from such modification, alteration, or reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

**Commented [A1]:** If the Contractor will need to provide computer software to CWD in order to deliver the project then this deletion should be rejected. Otherwise, it is fine.

## 2 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has or will, by careful examination, satisfied ~~satisfy~~ itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters observed by Contractor which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

## 3 CLAIMS AND RESOLUTION OF DISPUTES

3.1 General. The parties intend that differences between the parties, arising under the Contract, be brought to the attention of the Owner’s Representative at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The parties agree to initially strive to resolve all disputes amicably and in an

informal manner. Any dispute resolved informally shall be documented by the Owner's Representative, and if the dispute resolution involves a change in the contract work, increase or decrease in the compensation due the contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution shall be confirmed in writing by the Owner's Representative and incorporated into a Change Order. Informal discussions or negotiations with the Owner's Representative or other District representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the Owner's Representative in writing. The willingness of the Owner's Representative to engage in any such discussions is not a waiver of the District's right to deny a claim or dispute it based on lack of merit, or procedural deficiency, or both.

3.2 Compliance Required. Contractor shall not be entitled to any additional time to complete Work or to the payment of any additional compensation for claimed extra work (or otherwise on account of any claim, cause, act, failure to act, or happening of any event or occurrence) unless either Owner's Representative has approved an increase in the GMP or a claim has been timely filed and approved pursuant to this section. If the Contractor fails to file a written claim within the claim deadline of section 3.4.2, then the Contractor agrees that it has waived any right or remedy to thereafter pursue the claim against the District in any administrative, arbitration or litigation proceeding, and the District may elect to document this waiver.

3.3 Scope of Claims. A claim for purposes of this section means a separate demand by the Contractor for (a) a time extension (including a demand for relief from damages or penalties for delay assessed by the District under the Contract), (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.

#### 3.4 Filing of Contract Claim; Contents; Filing Deadline

3.4.1 The Contractor shall file any "Contract Claim" with the Owner's Representative. A Contract Claim must (a) be in writing, (b) be labeled or clearly indicated as a claim under the Contract, (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the claim, and (d) include (or reference earlier provided) documents that support and substantiate the claim within twenty-one (21) days after providing its Contract Claim, as to both entitlement and quantification of time, money, or both; provided, however, that Contractor may supplement its Contract Claim with additional supporting documentation for ongoing events subject to the Contract Claim within a reasonable time no more than twenty-one (21) days after such information becomes available.-

3.4.2 A Contract Claim must be submitted to the Owner's Representative within the following claim filing deadlines: (a) if a deadline is set forth in the Contract Documents for filing of the particular claim, then the claim must be filed by the specified time; (b) if the claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the Owner's Representative prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not

proceed with that work until so directed by the Owner's Representative; and (c) for all other claims not included within (a) or (b), the claim must be filed on or before 15 days after the date of the occurrence, event or circumstance giving rise to the claim. In no event shall a Contract Claim be filed later than the date of final payment.

3.5 Processing of Claims, Generally. This Contract provides for three types of Contract Claims, which will be processed and resolved under different subsections. Any claim for money or damages of \$375,000 or less or for a time extension (i.e., any claim subject to Public Contract Code section 20104) shall be processed and resolved in accordance with section 3.6. Any claim for money or damages of more than \$375,000 (i.e., any claim not subject to Public Contract Code section 9204 or 20104) shall be processed and resolved in accordance with section 3.7. Any Contract Claim sent to District by registered mail or certified mail with return receipt requested (i.e., any claim subject to Public Contract Code section 9204) shall be processed and resolved pursuant to section **Error! Reference source not found.3-8.**

### 3.6 Claims for \$375,000 or Less or for Time Extension

3.6.1 Application. This section applies to all claims for \$375,000 or less in value, including any claim for a time extension or for a time extension that includes claimed delay damages of \$375,000 or less.

3.6.2 District Response to Contract Claim. The Owner's Representative shall respond in writing to the Contract Claim within 60 days of receipt of the claim (or within 45 days of receipt for claims of less than \$50,000), or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner's Representative and the Contractor. The Owner's Representative's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt (or 15 days after receipt for claims of less than \$50,000) of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater. The District shall not fail to pay money as to any portion of a Contract Claim that is undisputed except as otherwise provided in the Contract Documents.

3.6.3 Meet and Confer. If the Contractor disputes the Owner's Representative's written response, or the Owner's Representative fails to respond within the time prescribed, the Contractor may notify the District, in writing, either within 15 days of receipt of the Owner's Representative's response or within 15 days of the Owner's Representative's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a demand, the District shall schedule a meet and confer conference within 30 days for the parties to consider settlement of the dispute. If the Contractor fails to timely demand a meet and confer conference within the applicable 15-day period, then the Contractor shall be deemed not to dispute the Owner's Representative's written response to the Contract Claim and the Owner's Representative's decision on the Contract Claim shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.

3.6.4 Lawsuit. If the claim is not resolved pursuant to section 3.6.3, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the District's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.

3.6.5 Mediation. If the Contractor timely files a lawsuit, then within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation (unless waived by mutual stipulation of both parties). The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator. The mediator's fees and expenses shall be split and paid equally between the parties. The court may, upon request by any party, order any witnesses to participate in the mediation process.

3.6.6 Arbitration. If the matter remains in dispute following the mediation or if the parties waive the mediation, then the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10), notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure part 4, title 3, chapter 3, article 3 (commencing with section 2016)) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The arbitrator shall be experienced in public works construction law. The arbitrator's fees and expenses shall be split and paid equally by the parties, except where the arbitrator, for good cause, determines a different division. The court may, upon request by any party, order any witnesses to participate in the arbitration process. Any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall (in addition to payment of any costs and fees under Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10)) pay the attorney's fees of the other party arising out of the trial de novo.

### 3.7 Claims for More Than \$375,000

3.7.1 Application. This section applies to all claims that exceed \$375,000 in value, including any claim for time extension that includes claimed delay damages exceeding \$375,000.

3.7.2 District Response to Contract Claim. The Owner's Representative shall respond in writing to the Contract Claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner's Representative and the Contractor. The Owner's Representative's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation. If the

Contractor fails to timely dispute the Owner's Representative's decision on the matter, then the Contractor shall be deemed not to dispute the Owner's Representative's written response to the Contract Claim and the Owner's Representative's decision shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.

3.7.3 Lawsuit. If the claim is not resolved pursuant to section 5.4.7.3, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the District's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.

3.7.4 Judicial Reference. If the Contractor timely files a lawsuit, the case shall be submitted to judicial reference pursuant to California Code of Civil Procedure sections 638 and 640 through 645.1 (or any successor statute) and California Rules of Court title 3, division 9 (commencing with section 3.900). As authorized by Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action. When Contractor initiates the superior court lawsuit, it will, at the same time it files the complaint in the action, also file a motion for appointment of a single referee.

- (a) Appointment of a referee shall be by mutual agreement within 30 days between the parties, and if unsuccessful, then by the court and will be governed by Code of Civil Procedure section 640, and subject to objection by either party as provided by Code of Civil Procedure section 641. The referee must be a retired judge or a licensed attorney with at least ten years substantive experience in public works construction matters.
- (b) The parties shall be entitled to discovery and the referee shall oversee discovery and may enforce all discovery orders in the same manner as a superior court judge. The referee shall have the authority to consider and rule on appropriate pre-hearing and post-hearing motions in the same manner as a superior court judge. The referee will have the authority to set a briefing and hearing schedule for any such motion or for a hearing on the merits.
- (c) The referee's statement of decision shall include findings of fact and conclusions of law. The statement of decision will stand as the decision of the superior court and, upon filing of the statement with the clerk of the court, judgment may be entered pursuant to Code of Civil Procedure section 644, subsection (a). The parties will have rights to appeal the final judgment so entered.
- (d) Each Party will pay half of the costs of the referee and the administrative fees of the reference proceeding, and each party will bear its own costs, expenses and attorney fees for the reference proceeding.

#### 4 GUARANTEE

4.1 In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, ~~or implied in fact or in law,~~ the Contractor ~~unconditionally guarantees~~ warrants all materials and workmanship furnished hereunder, and agrees to repair or replace or both at its sole cost and expense, and to the satisfaction of the Owner's Representative and the District, any and all materials ~~which may prove to~~ be defective or improperly installed.

4.2 The Contractor shall repair or replace to the satisfaction of the Owner's Representative any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. Contractor shall leave the site of any such repair or replacement work in satisfactory working order and condition.

4.3 In the event of failure to comply with the above stated conditions within a reasonable time, the District is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this section.

4.4 The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect for one year from the date of Substantial Completion or beneficial use and maintenance whichever occurs first~~recording a notice of completion~~. The District shall have the right to call for such inspection or inspections of the work before the end of the one-year guarantee period and Contractor shall attend and participate in such inspection(s) upon request of the District. This guarantee does not excuse the Contractor from breaches of contract causing defects that occur or are discovered more than one year after the notice of completion. In addition, the warranty and guaranty period for repaired or replaced work or part shall be one year from the date of acceptance of said repaired or replaced work or part, but not less than the remaining warranty period of the original work.

4.5 Any and all of Contractor's warranties, guarantees, or representations stated in this Article 4 and elsewhere in the Contract Documents (including but not limited to, Section 4.5 of the Agreement) does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, items used or operated in a manner contrary to any instructions or specifications, items that were not used in accordance with normal operating and maintenance policies, modifications performed by others without Contractor's express written consent, or abuse. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND ARE NULL AND VOID.



## 5 AUTHORITY OF THE OWNER'S REPRESENTATIVE

5.1 The Owner's Representative is the representative of the District and has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise during the course of the work; and its decisions on these matters shall be final and conclusive. The Owner's Representative has the authority to reject all work and materials that do not conform to the Contract Documents, and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

5.2 Any order given by the Owner's Representative, not otherwise required by the Contract Documents to be in writing shall, on request of the Contractor, be given or confirmed by the Owner's Representative in writing.

5.3 Owner shall issue all communications to Contractor through the designated Owner's Representative. Owner's Representative shall be responsible for providing Owner-supplied information and approvals within fourteen (14) days after receipt of Contractor's request to permit Contractor to fulfill its obligations under the Contract Documents.

5.4 Owner's Representative will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder in all matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work. Final decisions on any questions regarding costs or time shall be made by Owner.

5.5 In the event that an identified individual's employment is terminated or he or she is unable to perform the role of Owner's Representative, Owner shall replace Owner's Representative; such replacement shall assume the full status under the Contract Documents of the former Owner's Representative.

5.6 ~~Neither Owner's Representative's authority or responsibility under these General Conditions or under any other provision of the Contract Documents nor any decision made by Owner's Representative in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner's Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for an employee or agent of any of them.~~ Not used.

5.7 Owner's Representative shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

5.8 Owner's Representative has the authority to reject Work which it believes to be defective, or not to produce a completed Project that conforms to the Contract Documents or

that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's Representative may recommend Owner require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

5.9 Owner's Representative will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

5.10 Owner's Representative's review of all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered to achieve Substantial Completion will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

## **6 PERMITS AND REGULATIONS**

6.1 Permits and licenses, of a temporary nature, necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District unless otherwise specified. The foregoing sentences notwithstanding, specific Owner and Contractor permitting responsibilities may be set forth in the Agreement and Task Directives issued under the Agreement.

6.2 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work.

6.3 Contractor shall not be liable or responsible for any unanticipated delays in securing any permits, licenses, or inspections required to be obtained by Contractor provided Contractor is not the cause of such unanticipated delay. Subcontractor shall be entitled to an extension of the Contract Time(s) for the completion of the Work for any such delays that impact the project schedule in obtaining such permits, provided that such delays were not caused by or due to the fault of Contractor and, further, that Contractor has made reasonable efforts to mitigate the impact associated with such unanticipated delays.

## **7 SUBCONTRACTS**

7.1 The attention of the Contractor is directed to California Public Contract Code section 4100, et seq., regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.

7.2 Each subcontract shall contain a suitable provision for the suspension or termination thereof should the work be suspended or terminated or should the subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. No subcontractor or supplier will be recognized as such, and all persons engaged in work will be considered as employees of the Contractor, and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract Documents.

The Contractor shall be fully responsible to the District for the acts or omissions of its subcontractors and of the persons either directly or indirectly employed by them. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the District. If a legal action, including arbitration and litigation, against the District is initiated directly by a subcontractor or supplier related to the Project (for the avoidance of doubt, this excludes any such legal actions initiated by Contractor in its name for the use and benefit of the subcontractor or supplier), the Contractor shall reimburse the District for the amount of legal, engineering and all other expenses incurred by the District in defending itself in said action.

## **8 COOPERATION OF CONTRACTORS**

8.1 Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved by the District to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

8.2 When two or more contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure to finish the work within the time specified for completion; provided, however, that any delays caused by or attributable to other contractors performing work for Owner shall permit Contractor to obtain an equitable adjustment to the Contract Time and / or Contract Price from the Owner for any such time or cost-related impact, in accordance with Section 23 of these General Conditions.

## **9 SUPERINTENDENCE**

9.1 The Contractor shall designate in writing before starting work an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Owner's Representative shall be made for any emergency work that may be required.

9.2 The Contractor is solely responsible, at all times, for the superintendence of the work and for its safety and progress.

## **10 INSPECTION OF WORK**

10.1 Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Owner's Representative. The Owner's Representative will observe the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He shall not be required to make

comprehensive or continuous inspections to check the quality of the work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Owner's Representative shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

10.2 Whenever the Contractor varies the period during which work is carried on each day, it shall give due notice to the Owner's Representative so that proper inspection may be provided. ~~Any work done in the absence of the Owner's Representative shall be subject to rejection. Any work done outside of normal working hours, without the provision of such notice, shall be subject to rejection.~~ Proper facilities for safe access for inspection to all parts of the work shall at all times be maintained for the necessary use of the Owner's Representative and other agents of the District, and agents of the Federal, State, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.

10.3 One or more inspectors may be assigned to observe the work and to act in matters of construction under this Contract. It is understood that inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Owner's Representative. Such inspection shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.

10.4 The Owner's Representative and his representatives shall at all times have access to the work wherever it is in preparation or progress; and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Contract Documents, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Owner's Representative timely notice of its readiness for inspection, and if the inspection is by an authority other than the District, of the time fixed for inspection. Inspections by the Owner's Representative will be made promptly and, where practicable, at the source of supply.

10.5 Work performed without inspections required by the Contract Documents may be required to be removed and replaced under proper inspection and the entire cost of removal and replacing, including the cost of District-furnished materials used in the work, shall be borne by the Contractor, regardless of whether or not the work exposed is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by the Owner's Representative and, if so ordered, the work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, the District will pay the cost of reexamination and replacement and will provide an equitable adjustment to the Contract Time(s) for any delays incurred by Contractor. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such cost unless it can show that the defect in the

work was caused by another contractor, and in that event the District will pay such costs and provide an equitable adjustment to the Contract Time(s).

10.6 The inspection of the work shall not relieve the Contractor of its obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the Contractor; and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Owner's Representative and accepted or estimated for payment. If the work or any part thereof shall be found defective, Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Owner's Representative. If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove the condemned materials from the work within ten (10) calendar days after direction by the Owner's Representative in writing, the District may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due the Contractor.

10.7 The Contractor shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the Owner's Representative for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

10.8 Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.

10.9 The Owner's Representative may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Owner's Representative is assured of the cooperation and assistance of both the Contractor and the material producer. The Owner's Representative or his authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The District assumes no obligation to inspect materials at the source of supply.

## **11 TESTS**

The Contractor shall perform at its expense all tests specified or required by the Contract Documents. The Owner's Representative will perform such tests as he deems necessary to determine the quality of work or compliance with Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Owner's Representative. All tests by the Owner's Representative will be performed in such a manner as will not unnecessarily delay the work. The Contractor shall not be required to reimburse the District for tests performed

by the District or Owner's Representative. If samples of materials are submitted which fail to pass the specified tests, the Contractor shall pay for all subsequent tests.

## **12 REMOVAL OF REJECTED/UNAUTHORIZED WORK AND MATERIALS**

12.1 All work or materials which have been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed it for such removal, replacement, or remedial work to the extent the Contractor is the cause of such rejected work or materials.

12.2 Upon failure of the Contractor to comply with any order of the Owner's Representative made under this section, the District may cause rejected or unauthorized work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due the Contractor.

## **13 DEDUCTIONS FOR UNCORRECTED WORK.**

If the Owner's Representative deems it inexpedient to correct work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract price shall be made therefor; and such sum may be withheld by the District from Contractor's payment.

## **14 EQUIPMENT AND PLANTS**

14.1 Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.

14.2 Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure the production of sufficient material to carry the work to completion within the time limit.

14.3 The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Owner's Representative, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

14.4 The Contractor shall identify each piece of its equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Owner's Representative a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

14.5 In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the District, shall promptly remove any part or all of its equipment and supplies from the property of the District. If the Contractor fails to do so, the

District shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **15 CHARACTER OF WORKER**

If any subcontractor or person employed by the Contractor or any subcontractor shall be incompetent or act in a disorderly or improper manner, that subcontractor or person shall be removed from the work immediately, and such subcontractor or person shall not again be employed on the work. Such discharge shall not be the basis for any claim for compensation or damages against the District, the Owner's Representative or any of their officers, directors, employees or agents.

## **16 SEPARATE CONTRACTS**

16.1 The District reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall ~~properly connect and cooperate with Owner's and / or Owner's Representative's efforts to~~ coordinate its work with the other contractor's work.

16.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Owner's Representative any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, except as to defects that may develop in the other contractor's work after the execution of its work. To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner's Representative any discrepancy between the executed work and the drawings.

## **17 MATERIALS**

17.1 Unless otherwise specifically stated in the Contract Documents, the Contractor shall furnish all materials necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the work in accordance with the Contract Documents. The Contractor shall, upon request of the Owner's Representative, furnish satisfactory evidence as to the source, kind, and quality of materials.

17.2 Where materials are to be furnished by the District, the type, size, quantity and location at which they are available will be stated in the Contract Documents.

17.3 Manufacturers' and suppliers' warranties, guarantees, operating manuals, instruction sheets and parts listed, which are furnished with certain articles or materials

incorporated in the work, shall be delivered to the Owner's Representative before final acceptance of the Contract work.

## **18 STORAGE OF MATERIALS; STORAGE AREAS**

18.1 Articles or materials to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

18.2 The District shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. The Contractor shall make arrangements and pay for property off-site as required for storage, offices, work assembly areas, etc. The Contractor shall take all responsibility for storage of materials. No equipment for incorporation in the project may be stored in an area subject to flooding.

## **19 ASSIGNMENT**

The Contractor shall not assign the Contract or sublet it as a whole or in part without the written consent of the District, nor shall the Contractor assign any monies due, or to become due to it hereafter, without the prior written consent of the District.

## **20 DISTRICT ENTRY ON WORK SITE; RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT OR FACILITIES**

20.1 The District may, at any time, and from time to time, during the performance of the work, enter the work site for the purpose of installing any necessary work by District labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the District shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the District.

20.2 The District reserves the right, prior to completion and final acceptance, to occupy, or use, any completed part or parts of the work, providing these areas have been approved for occupancy by the District. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the work, nor shall it in any way affect the dates and times when progress payments shall become due from the District to the Contractor or in any way prejudice the District's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the work contracted has been duly and properly performed and accepted by the District.

Prior to such occupancy or use, the District and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the work, insurance, the period for correction of the work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the work prior to the completion thereof, the District shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.



20.3 If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the District.

## **21 LANDS FOR WORK; RIGHTS OF WAY; CONSTRUCTION ROADS; TEMPORARY UTILITY SERVICES**

21.1 The District will provide the lands, easements, rights of way, and/or encroachment permits necessary or other rights to enter and work on lands necessary for the performance of the work. Should the Contractor find it advantageous to use any additional land for any purpose whatever, the Contractor shall provide for the use of such land at its expense. The Owner's Representative shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the Plans shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the District. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Owner's Representative shall decide which contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner; and the decision of the Owner's Representative shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner's Representative to the contractor so desiring, to the extent, amount, in the manner, and at the time permitted. ~~No such decision as to the method or time of conducting the work or the use of territory shall be the basis of any claim for delay or damage.~~

21.2 Lands, easements or rights of way to be furnished by the District for construction operations will be specifically shown on the Construction Documents by the Contractor, subject to prior District approval.

21.3 The Contractor shall construct and maintain all roads necessary to reach the various parts of the work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be included in the GMP.

21.3.1 The Contractor shall make its own arrangements for any utility services it may require during the life of this project. The Contractor shall make its own arrangements for telephone service which it will require for its field office.

## **22 INTENTIONALLY OMITTED**

## **23 COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION; CONSTRUCTION SEQUENCE; DELAYS**

23.1 The Contractor shall commence the work covered by this Contract within fifteen (15) days after date of issuance of Notice to Proceed from the District to proceed with the work. Construction work will be considered to have commenced when the Contractor begins ordering materials and equipment or starts site work. The Contractor shall not commence work or incur any expenses in connection therewith, before it is notified to proceed with the work. Work

on the total project shall be completed in accordance with Substantial and Final Completion Dates specified in the applicable Task Directive. The time allowed for completion shall include an allowance for working time lost due to normal inclement weather. A Pre-Construction conference shall be scheduled by the Contractor prior to the Contractor starting construction work.

23.2 The Contractor shall give the Owner's Representative written notice not less than two (2) working days in advance of the actual date on which the construction work will be started. The Contractor shall be entirely responsible for any delay in the work that may be caused by this failure to give such notice. The Owner's Representative shall have the right to specify the locations where the Contractor shall start and proceed with the work.

23.3 The Contractor shall diligently pursue the work and complete the work as specified within the time limits as set forth in the Contract Documents.

23.4 When the Contractor foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Owner's Representative in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays that are not called to the attention of the Owner's Representative ~~at the time of their occurrence~~within the time period set forth herein and in Article 3 of these General Conditions.

23.5 Non-excusable delays in the prosecution of the work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

23.6 Excusable delays in the prosecution or completion of the work shall include delays which result from causes beyond the control of the Contractor and District and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

23.7 Delays caused by Acts of God, fire, unusual storms, floods, tidal waves, earthquakes, epidemics and pandemics, strikes, labor disputes, and freight embargoes, shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule. Such delays may entitle the Contractor to an adjustment in the Project schedule as its sole and exclusive remedy.

23.8 Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day.

23.9 Upon the submission of satisfactory proof to the Owner's Representative by the Contractor, shortages of material may be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Owner's Representative, it must

be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials, or obtain acceptable substitute materials, from all known sources within reasonable reach of the proposed work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Owner's Representative that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

23.10 Compensable delays in the prosecution or completion of the work shall include delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to one or more of the following cause(s):

- a. Delays ~~due solely to caused by or attributable to~~ the actions and/or inactions of the District and / or the Owner's Representative.
- b. Delays due to differing site conditions as addressed in section 38.7.
- c. Delays due to other Contractors ~~contractors~~ employed by the District who interfere with the Contractor's prosecution of the work as defined above.
- e. ~~Delays due to a Change of Law as addressed in section 29.~~

A compensable delay entitles Contractor to an equitable adjustment to the Contract Price and / or Contract Time(s), provided that nNo delay shall be compensable unless the claimed event or occurrence delays completion of the work beyond the contractual completion date or the completion date shown in the accepted initial or updated schedules, and the delay affects a critical activity while such activity is on the critical path.

23.11 Concurrent delays are those delay periods when the prosecution of the work is delayed during the same period of time due to causes from a combination of the delays defined in sections 23.5 (Non-excusable delays), 23.6 (Excusable delays), or 23.10 (Compensable delays) During such concurrent delay periods, time extensions will be granted in accordance with the sections below in this section; however, the Contractor shall not be compensated for its delay damages as defined in section 23.14, or for any other damages, and the District shall not assess its actual costs and / or any liquidated damages as defined in section 23.12 (non-excusable delays).

23.12 Non-excusable Delays - The District may in its sole discretion grant an extension of time for non-excusable delays if the District deems it is in its best interest. If the District grants an extension of time for non-excusable delays, the Contractor agrees to pay the

District's actual costs, including charges for engineering, inspection and administration incurred during the extension.

23.13 Excusable or Compensable Delays - If the Contractor is delayed in the performance of its work as defined in section 23.6 (Excusable delays), or section 23.10 (Compensable delays), then the Contract completion date may be extended by the District for such time that, in the District's and Owner's Representative's determination, the Contractor's completion date will be delayed, provided that the Contractor strictly fulfills the following:

- a. The Contractor shall provide notification, in accordance with section 23.4 and as otherwise provided by this Contract, and may submit in writing a request for an extension of time to the Owner's Representative stating at a minimum the probable cause of the delay and the number of days being requested. Any Contractor time extension request shall be submitted as a change order request in accordance with the requirements of the Contract Documents.
- b. If requested by the Owner's Representative, the Contractor shall promptly provide sufficient information to the Owner's Representative to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
- c. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to section 23.8 (weather delays), over and above any allowance provided for in this Agreement for weather days or weather delays.

Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

During such extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and District that time extensions due to excusable or compensable delays will be granted only if such delays involve controlling operations which would prevent completion of the whole work within the specified Contract time.

#### 23.14 Delay Damages

23.14.1 Indirect Overhead - The GMP shall be increased by Change Order for indirect overhead expenses for periods of time when the work is delayed as defined in section 23.10 (Compensable delays). However, no GMP increase for indirect overhead or any other costs or damages shall be made for compensable delays which occur during a concurrent delay as defined in section 23.11 (Concurrent delays). No GMP increase for indirect overhead as covered in this section shall be made for any time extensions granted for Contract change orders as provided in the Contract Documents. As a condition precedent to any GMP increase, the Contractor must fulfill all conditions as provided in section 23.13 (Excusable or Compensable delays). No additional markup for overhead or profit shall be provided for such indirect overhead expenses.

Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the work following

the depletion of the original contract period and any time extensions granted other than compensable time extensions. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay including not limited to extended field costs, extended home office overhead costs, impact, inefficiency, unabsorbed home office overhead, under-absorbed home office overhead, hindrance, disruption, or any other damage arising from delay, no matter how characterized, including delay claims of its subcontractors/suppliers of every tier.

23.14.2 Indirect Field Overhead - For those allowable delay periods as defined in section 5.30.14.1 (Indirect Overhead), the Contractor shall be granted a GMP increase for its indirect field overhead based on:

- a. Invoices for all field office equipment.
- b. Actual salary for field office staff.
- c. Fair rental values acceptable to the Owner's Representative for construction equipment idled due to the delay.

23.14.3 Indirect Home Office Overhead - For those allowable delay periods as defined in section 23.14.1 (Indirect Overhead), the Contractor shall be granted a GMP increase for its daily home office overhead based on the following formula:

$$\text{Contract Price (\$)} \div \text{Contract Period (Days)} \times (0.04) = \text{Daily Home Office Overhead (\$/Day)}.$$

As it is impractical to determine the actual home office overhead, such reimbursement shall be mutually agreed between the District and Contractor to encompass full payment for any home office overhead expenses for such periods of time for the Contractor and all subcontractors. The Contractor agrees to indemnify, defend and hold the District harmless for any indirect overhead claims from its subcontractors.

## 24 SUSPENSION OF WORK

24.1 The Owner's Representative may at any time, by notice in writing to the Contractor, suspend any part of the work for such period of time with or without cause, ~~and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.~~

24.2 Upon receipt of a written notice to suspend any portion of the work issued by the Owner's Representative, the Contractor shall thereupon discontinue all work suspended except for all operations necessary to prevent loss or damage to work already executed as may be directed by the Owner's Representative. In the event a part of the work is suspended, the Contractor, if the suspension is not through its fault or the fault of its subcontractors or agents, shall be paid for costs of work performed in accordance with such orders of the Owner's Representative during such suspension, provided that this shall not include any cost pertaining to work not suspended by the notice to suspend work. Work shall be resumed by the Contractor after such suspension on subsequent written notice to resume work from the District. ~~In the event of suspension of the entire work by the District, the Contractor, if the suspension is not through the~~

~~fault of the Contractor or the fault of its subcontractors or agents, shall be paid the sum of \$50 for each calendar day during which the entire work shall have been suspended. Said sum is hereby mutually agreed upon as fixed and liquidated damages in full settlement of all costs and expenses, losses and damages resulting to the Contractor from such suspension.~~

24.3 In the event of any suspension of the work in whole or in part under subsection 24.2, if the suspension is not through the fault of the Contractor or the fault of its subcontractors or agents, the Contractor shall be entitled to an extension of time wherein to complete the ~~work~~ Work to the extent of the delay caused the Contractor thereby and an adjustment to the Contract Price for the direct costs incurred by Contractor as a result of such delay. If no agreement can be reached as to the time for extension or adjustment to the Contract Price, the Contractor shall submit a claim to the District within fifteen (15) days of a notice from the District that no agreement can be reached. The claim shall be processed in accordance with section 3.

24.4 In the event the entire work shall be suspended by order of the District, and shall remain so suspended for a period of ninety (90) consecutive days, through no fault of the Contractor or its subcontractors or agents, and notice to resume the work shall not have been served on the Contractor, Contractor may, at its option, by written notice to the District, terminate the Contract in the same manner and on the same terms as if the termination had been initiated by the District pursuant to section 25, and the District shall have no claim for damages because of such termination of the Contract.

## **25 TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIMELY EXTENSION**

25.1 Subject to prior notice from the District and the Contractor's cure rights set forth in this section, the District will have the right to terminate the Contract for cause and/or the Contractor's right to proceed with the work upon the occurrence of any of the following:

- a. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- b. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- c. A receiver is appointed to take charge of Contractor's property.
- d. The work is not completed within the applicable Contract time, as such Contract time may be adjusted in accordance with this Contract, and Contractor is not diligently prosecuting the completion or correction of the work.
- e. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the work in accordance with the Contract Documents.
- f. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from District.

- g. Contractor disregards applicable laws, regulations or other governmental requirements.
- h. Contractor persistently or materially fails to execute the work in accordance with the Contract Documents.
- i. Contractor persistently or materially fails to comply with applicable safety requirements.
- j. Contractor abandons the work.
- k. Contractor is in default of any other material obligation under the Contract Documents.

25.2 Upon the occurrence of any of the preceding events, District will have the right to terminate the Contract for cause and/or the Contractor's right to proceed with the work if Contractor fails to promptly commence to cure such default and diligently prosecutes such cure within 5 days after notice from District, or within such longer period of time as is reasonably necessary to complete such cure.

25.3 The rights and remedies of the District provided in this section are in addition to any of the rights and remedies provided by law or under this Contract.

25.4 In addition to the District's rights under this section, if at any time before completion of the work under the Contract, it shall be determined by the District that it is advisable for it, for whatever reason, to terminate the work, it may do so upon ten (10) days written notice to the Contractor. Upon service of such notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Owner's Representative may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with or uncompleted, nor any other claim except for the work actually performed up to the time of termination, including any extra work ordered by the Owner's Representative to be done, nor for any claim for liquidated damages in accordance with the Contract Documents.

25.5 Upon receipt of notice of termination of the Contract and/or the Contractor's right to proceed with the work under this section, the Contractor shall, unless the notice directs otherwise, do the following:

- a. Immediately discontinue the work to the extent specified in the notice.
- b. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the work as is not discontinued.
- c. Promptly cancel, on the most favorable terms reasonably possible, all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the work.

- d. Thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants, and equipment on the project site or in transit thereto.

Upon termination of the Contract, the obligations of the Contract shall continue as to portions of the work already performed and, subject to the Contractor's obligations under this section, as to bona fide obligations assumed by the Contractor prior to the date of termination.

Upon termination of the Contract or the Contractor's right to proceed with the work, the District shall pay to the Contractor the sum of the following:

- a. The Cost of the Work and the Contractor's Fee, as defined, for the portion of the work properly performed by the Contractor as of the date of termination, less sums previously paid to the Contractor, and to the extent not included in the defined Cost of the Work, the following:
- b. previously unpaid costs of any items delivered to the project site that were fabricated for subsequent incorporation into the work;
- c. any proven losses with respect to materials and equipment directly resulting from such termination;
- d. reasonable demobilization costs; and
- e. reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the District and/or the Contractor's right to proceed with the work pursuant to this section; and the Contractor will be entitled to no other compensation or damages and expressly waives same. The District shall have the right to subtract from the above payment such sums as may be deducted consistent with the terms of the Contract Documents.

## **26 RIGHTS OF DISTRICT UPON TERMINATION**

26.1 In the event the right of the Contractor to proceed with the work, or any portion thereof, has been terminated because of the fault of the Contractor and the Contractor has been given five (5) days' notice to cure such fault and has not done so, the District may take over the work and prosecute the same to completion by contract or any other method the District deems expedient, and may take possession of and utilize in completing the work such materials, appliances, equipment and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, it and its sureties shall be liable for all damages, including but not limited to, costs of managerial and administrative services,



engineering, legal and other consultant fees, sustained or incurred by the District in enforcing the provisions of section 25 and in completing or causing to complete the Contract work.

26.2 Upon termination for default by Owner, the Contractor shall not be entitled to receive any further payment until the work is finished. If upon completion of the work the total cost to the District, including, but not limited to, engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs and liquidated damages, shall be less than the amount which would have been paid if the work had been completed by the Contractor in accordance with the terms of the Contract, then the difference shall be paid to the Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the District on account of termination of the Contractor and subsequent completion of the work by the District by whatever method the District may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and its sureties shall be liable to the District for the full amount of such excess expense.

26.3 The rights and remedies of the District provided in this section are in addition to any of the rights and remedies provided by law or under this Contract.

## **27 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON; LIQUIDATED DAMAGES**

27.1 It is agreed by the parties to the Contract that time is of the essence; and that in case all the work is not completed before or upon the expiration of the time limit as set in the Contract and/or Progress Schedule as designated by the District (Generally the date of final completion), or as revised by any time extensions that may have been granted, damage will be sustained by the District; and that it may be impracticable to determine the actual amount of damage by reason of such delay; and it is, therefore, agreed that the Contractor shall pay to the District as damages the amount of \$500 per day for each and every day's delay in finishing the work in excess of the number of days specified. The liquidated damages provided in this section 27.1 shall be the Owner's sole and exclusive remedy for any unexcused delay in the performance of Contractor's obligations hereunder and are in lieu of any and all other liability to the Owner for extra costs, losses, expenses, claims, penalties and any other damages due to unexcused delay. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Contract was made. The District shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.

27.2 Notwithstanding the provisions of section 27.1, the Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the District or the owner of the utility under California Government Code section 4215.

## **28 CLEAN UP**

28.1 During the progress of the work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of work and before the final estimate is submitted, the Contractor shall at its own cost and expense remove from the vicinity of the work all plants,

buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction; and in the event of its failure to do so, the same may be removed by the District after ten (10) calendar days' notice to the Contractor, such removal to be at the expense of the Contractor. Where the construction has crossed yards or driveways, they shall be restored by the Contractor to the complete satisfaction of the Owner's Representative, at the Contractor's expense.

28.2 The Contractor shall dispose of all testing or disinfection water without damage to property, and all in accordance with applicable regulations. All chlorinated water shall be dechlorinated prior to discharge.

## **29 COMPLIANCE WITH LAWS; PERMITS; TAXES**

Contractor is an independent contractor and shall at its sole cost and expense do the following: comply with all laws, rules, ordinances and regulations of all federal, state and local agencies having jurisdiction over the work; procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work; pay all federal, state and local taxes, including manufacturers' taxes, sales taxes, use taxes, processing taxes, and payroll, wage, insurance, social security, and unemployment taxes on wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations; and pay all property tax assessments on materials or equipment used until acceptance by the District. If any discrepancy or inconsistency is discovered in this Contract in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Owner's Representative in writing. The Contractor shall also protect, defend, hold harmless and indemnify the District, the Owner's Representative, and all of the District's officers, directors, agents, and employees against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by the Contractor itself or by its employees. Particular attention is called to the following:

29.1 Contractor is responsible for the safety of its workers and Contractor shall comply with, and require its workers to comply with, all applicable federal and state worker and job site safety-related laws and regulations, including, but not limited to, applicable federal Department of Labor, Occupational Safety and Health Administration ("OSHA") regulations and California Department of Industrial Relations (including the Division of Occupational Safety and Health and Occupational Safety and Health Standards Board ("Cal/OSHA")) regulations and safety orders.

29.2 The Contractor, upon request, shall furnish evidence satisfactory to the District and Owner's Representative that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the District that it is licensed by all applicable federal, state and local governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, and will have, throughout the progress of the work, the necessary experience, skill and financial resources to enable it to perform this Contract.

29.3 The Contractor shall comply in all respects with the requirements of AB 5 (Labor Code sections 2750.3 and 3351 and Unemployment Insurance Code sections 606.5 and 621), and is solely responsible for such compliance and the costs thereof. The Contractor shall

indemnify, hold harmless and defend the Agency against any claims, demands or damages of any workers or entity arising out of Contractor's failure to comply in all respects with the requirements of AB 5.

29.4 If, after the execution of Agreement, any new, change or modification of existing law, ordinance, regulation (which shall specifically include tariffs, taxes, and/or duties and the like), or judicial decision is enacted, issued or becomes effective ("Change in Law") and impacts the time, cost or scope of work or the Contractor's ability to perform its obligations, the Contractor shall be entitled to an adjustment to the Contract Time(s) for the completion of the Work and /or the Contract Price caused by or resulting from such Change in Law, provided a claim is made in accordance with Article 3 of these General Conditions.

### **30 PREVAILING WAGE PENALTIES; WAGE CLAIMS PROHIBITED**

30.1 The Contractor shall forfeit as penalty to the District not more than the sum of two hundred dollars (\$200) and not less than forty dollars (\$40) for each calendar day or portion thereof for each worker (whether employed by the Contractor or subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the California Labor Code and in particular, sections 1772 to 1780. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the contractor in meeting its prevailing wage obligations, and a contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the contractor had knowledge of its obligations under Labor Code sections 1720, et seq. In addition to the aforementioned penalty, each worker shall be paid the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which said worker was paid less than the prevailing wage.

30.2 The District will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in agreeing to the Contract, and will not under any circumstances be considered as the basis of a claim against the District or the Owner's Representative.

### **31 LABOR DISCRIMINATION**

Attention is directed to California Labor Code section 1735 which is applicable to the work under this Contract and which reads as follows: "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of section 12940 of the Government Code, as those bases are defined in sections 12926 and 12926.1 of the Government Code, except as otherwise provided in section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

## **32 EIGHT HOUR DAY LIMITATION; CERTIFIED PAYROLL REPORTS**

32.1 In accordance with the provisions of the California Labor Code, and in particular, sections 1810 to 1815, eight hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one half times the basic rate of pay. Except as just provided, the Contractor shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of sections 1810 through 1815.

32.2 The Contractor shall comply in all respects with the provisions of Labor Code section 1776, whose provisions are incorporated herein by this reference. In accordance with section 1776, the Contractor and each subcontractor shall keep an accurate record showing the names, addresses, social security numbers, work classifications, and 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 it in connection with the work specified therein, which record shall be provided upon request at no cost and open at all reasonable hours at the principal office of the Contractor to the inspection of the District, State and Federal officers and agents. Certified copies of the payroll records shall be furnished or made available for inspection to others as provided in section 1776. These payroll records shall be certified and shall be on forms provided by the State Division of Labor Standards Enforcement, or shall contain the same information as the forms provided by the Division. The Contractor shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated. The Contractor shall inform the District of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. In the event that the Contractor fails to comply with the 10-day period, he or she shall, as a penalty to the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or

the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

### **33 EMPLOYMENT OF APPRENTICES**

The Contractor's attention is directed to California Labor Code sections 1777.5, 1777.6 and 1777.7 pertaining to employment of indentured apprentices, which are hereby incorporated by reference into this Contract. As applicable, the Contractor or any subcontractor employed by it in the performance of the Contract work shall take such actions as necessary to comply with the provisions of sections 1777.5, 1777.6 and 1777.7.

### **34 WATER POLLUTION**

34.1 The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. The Contractor shall comply with California Fish and Game Code section 5650 and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

34.2 State Water Resources Control Board ("SWRCB") Order No. 2009-0009-DWQ (NPDES No. CAS000002), National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (the "NPDES Permit") requires the District to implement a the Storm Water Pollution Prevention Plan for the Project ("SWPPP"). The Contractor will have day-to-day responsibility for implementing the SWPPP and for ensuring compliance with all of its requirements. This section and its subdivisions outline the responsibilities of the District and the Contractor to comply with the NPDES Permit and to implement the SWPPP, and allocate liability for violations of the permit and the SWPPP. The Contractor also is referred to the Specifications for a copy of the SWPPP for the work and any more specific requirements concerning its implementation.

34.2.1 The District will designate a Legally Responsible Person ("LRP"), who shall approve all required documents with the SWRCB and the applicable regional water quality control board regarding the NPDES Permit and SWPPP, including the permit registration documents and any required annual or other reports. The Contractor and its subcontractors, suppliers, agents and affiliates will cooperate with and respond immediately to any inquiry or request for information from the District's LRP, timely turn in all reports required by the SWPPP, and cooperate with the LRP in the preparation and filing of all relevant documents and reports related to NPDES Permit and SWPPP compliance.

34.2.2 The District will designate a Qualified SWPPP Developer ("QSD"), who will be employed by the District, the Contractor, or the Owner's Representative to develop a SWPPP for the work that complies with the requirements of the NPDES Permit. The District will provide the SWPPP to the Contractor by no later than the date the notice to proceed is issued. The Contractor shall review the SWPPP and certify that it has reviewed and will implement and comply with it while performing the work. Such certification will be completed and signed as

part of the package the Contractor executes and returns to the District accepting the award of the Contract.

34.2.3 The District or its consultant has a Qualified SWPPP Practitioner (“QSP”) on staff that is authorized to act on behalf of the District. At all times during the Contract period, the Contractor also will have at least one person assigned to the work who is a certified QSP who is familiar with the SWPPP for the work and the general requirements of the NPDES Permit. The District’s QSP will oversee the implementation of the SWPPP and be available to consult with the Contractor’s QSP on any issues that arise in regard to SWPPP implementation and compliance. The Contractor’s designated QSP will have day-to-day responsibility the Contractor’s implementation of the SWPPP and for ensuring compliance with all of its requirements by Contractor’s personnel, subcontractors, suppliers, agents and affiliates.

34.2.4 In performing the work, it shall be the Contractor’s responsibility to timely and completely implement and comply with all requirements of the SWPPP, including without limitation, control of all pollutants and their sources, implementation of all site and stabilization BMPs, and preparation of all information and documentation required by the District and the NPDES Permit to fully comply with all obligations under the SWPPP. To the extent necessary, the Contractor shall ensure that all subcontractors, suppliers, agents and affiliates involved in any portion of the work affected by the SWPPP also comply with its provisions and requirements.

34.2.5 The Contractor will keep at least one copy of the SWPPP on the work site at all times and shall make it readily available for review and use by Contractor’s personnel, subcontractors, suppliers, agents and affiliates. The Contractor also will make the work site copy of the SWPPP immediately available for inspection by the District, the Owner’s Representative and any state or local inspector that has jurisdiction over the work and/or the SWPPP.

34.2.6 ~~To the extent permitted by law, the~~ Contractor shall indemnify, defend (with counsel approved by District) and hold harmless the District, and its directors, officers, employees, volunteers, and agents from and against any and all third-party actions, judgments, legal or administrative proceedings, arbitrations, claims, damages, liabilities, attorney’s fees, fines, penalties, losses, costs and expenses regardless of nature or type, ~~arising out of, pertaining to or in any way connected with the~~ to the extent caused by the negligence, recklessness or willful misconduct of Contractor or its employees, agents, or subcontractors, suppliers or affiliates, or the agent, employee or subcontractor of any one of them, in the implementation of and compliance with the SWPPP, except ~~where to the extent~~ caused by the ~~sole-sole or active~~ negligence or willful misconduct of the District or as otherwise limited by law. The provisions of this indemnification provision, including Contractor’s liability for any civil or criminal fines and penalties that may be assessed after the completion of the work by a regional water quality control board or other regulatory body, shall survive the completion of the services under, or the termination of, this Agreement.

Commented [A2]: This language should stay.

34.2.7 The Contractor’s failure to implement the SWPPP, to comply with its requirements or to provide any form of information or assistance to the District as outlined

in this section shall be deemed a material breach of the Contract Documents and may grounds for termination of the Contract for cause in accordance with the Contract Documents.

### **35 PATENTS**

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated into the work, and agrees to indemnify, defend, protect and save harmless the District, the Owner's Representative, and all of their officers, directors, employees, and other representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

### **36 PUBLIC CONVENIENCE**

36.1 This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.

36.2 The Contractor shall conduct its operations as to offer the least possible obstruction and inconvenience to the public; and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.

36.3 Unless otherwise provided in the Contract Documents, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

36.4 Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.

36.5 Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

36.6 Convenient access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

36.7 Water shall be supplied at Contractor's expense if ordered by the Owner's Representative for the alleviation or prevention of dust nuisance as provided in the Contract Documents.

36.8 In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, the Contractor shall provide and station competent flagpersons whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flagpersons, all for

the convenience and direction of public traffic, will be considered as included in the GMP and no additional compensation will be allowed.

36.9 Flagpersons and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at its expense.

### **37 UNDERGROUND UTILITIES**

Prior to conducting any excavation, the Contractor shall contact the appropriate regional notification center as required by and shall otherwise comply with California Government Code section 4216, et seq. In accordance with Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that the Contractor shall first notify the Owner's Representative before commencing work on locating, repairing damage to, removing or relocating such utilities.

### **38 SAFETY AND TRENCHING**

38.1 The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety procedures and practices shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by OSHA and Cal/OSHA, and to other rules of law applicable to the work. Any District obligations relating to safety of the work are separate from and do not alter the Contractor's primary responsibility for safety as provided in this Contract.

38.2 The Contractor shall have an Injury/Illness Prevention Program ("IIPP") in place to protect the safety of its employees and ensure that its subcontractors also have an IIPP or comply with Contractor's program. The Contractor's IIPP shall comply with and be at least as effective as the requirements of section 3203 of Title 8 of the California Code of Regulations. Upon request, the Contractor will submit a copy of its IIPP to the District.

38.3 The services of the Owner's Representative in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Owner's Representative or the District responsible for providing a safe place for the performance of work by the Contractor, subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.

38.4 All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and



damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in pump sump work.

38.5 Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by applicable federal and state safety regulations and orders.

38.6 Shoring and Trench Safety Plan Attention is directed to California Civil Code section 832 relating to lateral and subjacent support, and the Contractor shall comply with this law.

38.7 In accordance with California Labor Code section 6705, if the total amount of the contract is in excess of \$25,000 and if the work involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit to the District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any such trench or trenches.

38.7.1 In accordance with California Labor Code section 6705, if the total amount of the contract is in excess of \$25,000 and if the work involves then excavation of any trench or trenches five feet or more in depth, the Contractor shall submit to the District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any such trench or trenches.

38.7.2 Nothing contained in this section shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection. Review of the plan by the District and/or Owner's Representative is only for general conformance to OSHA and Cal/OSHA requirements. Their failure to note exception(s) to the submittal does not relieve Contractor of any responsibility or liability for the plan. Contractor remains solely and completely responsible for all trench safety and for the means, methods, procedures, and materials therefor.

38.7.3 In accordance with California Public Contract Code section 7104, in the event that the work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing, of any:

- a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- b. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to or obtained by, the Contractor prior to establishing the GMP for the affected work; or,

- c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The District shall promptly investigate the conditions reported by the Contractor, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor about whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

### **39 PROTECTION OF PERSON AND PROPERTY**

39.1 The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the District's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.

39.2 The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury to any pipes, conduits or other structures crossing the trenching or encountered in the work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Owner's Representative. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, it must comply with the laws and regulations of the County and the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

39.3 The Contractor is cautioned that it must replace all improvements in rights of way and within the public streets to a condition equal to what existed prior to its entry onto the job.

39.4 Type and time of construction required at any road subject to interference by Contract work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, any construction

right of way obtained by the District at affected roadways will be adequate for provision of all required detours. As required at any road crossing, the Contractor shall provide all necessary flagpersons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, the Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed. The cost of all work specified under this section shall be borne by the Contractor.

39.5 The Contractor shall examine all bridges, culverts, and other structures over which it will move its materials and equipment, and before using them, it shall properly strengthen such structures as necessary for their safe operation and use. The Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

#### **40 HAZARDOUS MATERIALS; HAZARD COMMUNICATION**

40.1 Proposition 65 and the California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals “known to cause cancer or reproductive toxicity.” The District may use chemicals on the Governor’s list at many of its facilities. In addition, many of these chemicals are present at non-District-owned facilities and locations. Accordingly, in performing the work or services contemplated under this Contract, Contractor, its employees, agents, and subcontractors may be exposed to chemicals on the Governor’s list. Except as provided in section 40.2, Contractor is responsible for notifying its employees, agents, and subcontractors that work performed hereunder may result in exposures to chemicals on the Governor’s list.

40.2 Before starting work, the Contractor shall have a written Hazard Communication Program (“HCP”) in place that complies with the requirements of section 5194 of Title 8 of the California Code of Regulations, including the requirements of 8 C.C.R. section 5194(e). The information in the Contractor’s HCP must include the methods by which the Contractor will communicate to the District which hazardous substances it will use and store on the job site(s) to which the District’s and Contractor’s employees and subcontractors may be exposed. The Contractor will submit its HCP to the District at the same time as submittal of its initial project schedules as provided in the Contract Documents. The Contractor also will provide copies of safety data sheets (“SDS”) for all hazardous substances brought onto and used or stored on the job site(s). The Contractor also will ensure that all hazardous substances are marked with Proposition 65 and any other visible warning labels as required by law. Whenever possible, the Contractor shall provide SDS for all hazardous substances to the District prior to bringing a hazardous substance onto a job site, but will provide all SDS by no later than the time the hazardous substance is physically brought onto the site. The District will communicate the Contractor’s HCP and SDS information to the District’s employees who work on or will enter the job site(s). The District will provide the Contractor with a copy of the District’s HCP and SDS information specific to District operations on the job site(s). The Contractor shall, in turn, convey this information to its employees and subcontractors. During the course of the work, the Contractor will keep copies

of both its and the District's HCP, SDS and other relevant information at Contractor's office on the job site(s).

40.3 If the Work includes the construction, alteration, improvement, or maintenance of electric power generation, control, transformation, transmission or distribution lines or equipment within the meaning of Code of Federal Regulations title 29, section 1910.269 or 1926.950, then the Contractor will implement and comply with the requirements of the "contract employer" as described and set forth in sections 1910.269 and 1926.950, including, but not limited to, the obligations to properly train the Contractor workers on safety-related work practices and procedures, exchange information with the District concerning unique hazardous conditions presented by the Work, instruct the Contractor workers about the hazardous conditions relevant to the Work, and coordinate with the District on safety-related work rules and procedures. The Contractor also shall be responsible for transmitting safety-related information under sections 1910.269 and 1926.950 with any subcontractors retained by it to perform electrical-related Work under the Contract.

#### **41 RESPONSIBILITY FOR REPAIR OF FACILITIES**

All public or private facilities, including but not limited to canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the work shall be repaired and/or replaced by the Contractor to match facilities existing prior to construction. In addition, the Contractor shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.

#### **42 DISTRICT'S REPAIR**

In the event the Contractor refuses or neglects to make good any loss or damage for which it is responsible under this Contract, the District may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the District from claims for payment made by the Contractor for work completed or remaining to be completed.

#### **43 CONTRACTOR'S LICENSE NOTICE**

STATEMENT REQUIRED BY CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 7030: "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 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 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."

#### **44 PUBLIC WORKS CONTRACTOR REGISTRATION**

In accordance with California Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this Division 2, Part 7, Chapter 1 of the Labor Code (commencing with Section 1720), unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. In accordance with Labor Code section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### **45 PROTECTION OF WORK**

45.1 The Contractor shall be responsible for the care of all work until its completion and final acceptance; and it shall, at its own expense, replace damaged or lost material and repair damaged parts of the work or the same may be done at its expense by the District and the Contractor and its sureties shall be liable therefor. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.

45.2 The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right of way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases when the Contractor removes fences to obtain work room, it shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Owner's Representative. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

45.3 The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide

adequate dust control for the right of way and take other preventative measures as directed by the Owner's Representative.

45.4 The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, or subcontractors or their employees in the course of their employment, or anyone directly or indirectly employed by any of them, where such trespass was committed with or without the consent or knowledge of the Contractor.

45.5 The Contractor shall see that the worksite is kept drained and free of all ground water and any other water which may impede the progress or execution of the Contract work.

45.6 The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.

45.7 In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Representative, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Should the Owner's Representative deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Owner's Representative. The decision of the Owner's Representative in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as required by the Contract Documents.

45.8 Except as provided by California Government Code section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the Contract Documents; and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the District, the District will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work if so directed by the Owner's Representative and in such situation the Contractor shall not be responsible for delay in completion of the project caused by the failure of the District or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the District in the Contract Documents, it shall immediately notify the Owner's Representative in writing.

45.9 When the work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the work so that no damage will result to either public or

private interests; and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the work.

#### **46 ACCIDENTS**

46.1 The Contractor shall provide and maintain, in accordance with California Labor Code section 6708 and Cal/OSHA requirements, adequate emergency first aid treatment for its employees and anyone else who may be injured in connection with the work.

46.2 The Contractor shall promptly report in writing to the Owner's Representative all accidents of any nature arising out of, or in connection with, the performance of the work, on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messenger to the District and the Owner's Representative.

46.3 If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner's Representative, giving full details of the claim.

#### **47 NO PERSONAL LIABILITY**

Neither the District, the Owner's Representative, Contractor, nor any of their officers, directors, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

#### **48 SCOPE OF PAYMENT**

48.1 The Contractor shall accept the compensation provided in the Contract as full payment for all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the District and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

48.2 No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

#### **49 PROGRESS PAYMENTS**

49.1 Intentionally omitted.

49.2 The District will pay the Contractor ninety-five (95%) percent of the amount of each properly submitted and undisputed progress payment request. Five (5%) percent of the

amount of each payment request shall be retained by the District until final completion and acceptance of all work under the Contract; provided, however, that if the Owner's Representative, at any time after fifty (50%) percent of the work has been completed, finds that satisfactory progress is being made, the District may, in its sole discretion, pay any or all of the remaining progress payments in full or at a lower retention. In no case shall the District make a progress payment to the Contractor that exceeds one hundred percent (100%) of the value of the work actually completed to the date of the payment request.

49.3 The Contractor may invoice the District for ~~no more than seventy-five (75%) percent of the cost of materials and equipment stored onsite or at another location agreed to by the Parties,~~ as long as the material or equipment has been inspected and approved by the Owner's Representative or the District's representative, the quantity of material or equipment can be determined to the District's satisfaction after Contractor delivery of a paid invoice for such materials or equipment, ~~and the materials or equipment are properly stored and protected in accordance with the manufacturer's recommendations, and Contractor provides documentation validating the cost of such materials and demonstrating that such materials and equipment are free and clear of any liens.~~ The Contractor retains liability for any damage or degradation of the quality of stored materials and equipment until after they are incorporated into the work and the work is approved by the District in accordance with the applicable requirements of the Contract Documents.

**Commented [A3]:** I recommend these changes be rejected consistent with how the District typically pays these items

49.4 In accordance with California Public Contract Code section 20104.50, a written payment request from the Contractor shall be reviewed by the Owner's Representative as soon as practicable in order to determine whether it is proper. If it is determined not to be a proper payment request suitable for payment, then the Owner's Representative shall return it to the Contractor with a written explanation of the deficiencies as soon as practicable, but not later than seven days after receipt of the payment request. If the payment request is determined to be properly submitted and is undisputed, the Owner's Representative will certify the payment as provided above and the District shall make the payment to the Contractor within 30 days after receipt of the payment request. If a properly submitted and undisputed payment request is not paid within this 30 day period, then the District shall pay interest on the overdue amount to the Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This section shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of the District.

49.5 The Contractor may, in accordance with California Public Contract Code section 22300, substitute securities for any monies which the District may withhold to insure performance under the Contract. Alternatively, on written request of the Contractor and at its expense, the District shall make payments of the retention earnings directly to an escrow agent pursuant to an escrow agreement entered into consistent with the terms of Public Contract Code section 22300.

49.6 When, in the judgment of the Owner's Representative, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment the total



amount of the work done since the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.

49.7 No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment incorporated into the work will be conformed with actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.

49.8 It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.

49.9 By recommending any payment, Owner's Representative will not be deemed to have represented that:

49.9.1 Inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Owner's Representative in the Contract Documents; or

49.9.2 There may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

49.10 Neither Owner's Representative's review of Contractor's Work for the purposes of recommending payments nor Owner's Representative's recommendation of any payment, including final payment, will impose responsibility on Owner's Representative:

49.10.1 To supervise, direct, or control the Work;

49.10.2 For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

49.10.3 For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

49.10.4 To make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price; or ,

49.10.5 To determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

49.11 Owner's Representative may refuse to recommend the whole or any part of any payment if, in Owner's Representative's opinion, documentation provided by Contractor is insufficient to verify the indicated Cost of Work. Owner's Representative may also refuse to

recommend any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner's Representative's opinion to protect Owner from losses, which may include, but is not limited to the following:

49.11.1 The Work is defective, or completed Work has been damaged, requiring correction or replacement;

49.11.2 Payment would cause the total compensation to exceed the GMP;

49.11.3 Owner's Representative's has actual knowledge of the occurrence of any event identified in the Agreement precedent to termination by Owner for cause;

49.11.4 Failure of Contractor to diligently prosecute the Work and maintain progress to assure completion within the Contract Times;

49.11.5 Failure of the Contractor to maintain bonds, certificates of insurance, or other information as required under the Contract;

49.11.6 Failure of Contractor to submit required progress schedules, required reports, an as-built and survey data drawing information;

49.11.7 Any reasonable doubt that the Work can be completed for the balance then unpaid;

49.11.8 Claims have been filed or reasonable evidence indicating probable filing of Claims on account of Contractor's acts or omissions;

49.11.9 Security interests have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such security interests;

49.11.10 Failure of Contractor to obtain and maintain required permits and licenses; or

49.11.11 Failure of Contractor to maintain a representative on Site as required by Contract Documents.

49.12 District reserves the right to make payments jointly to the order of the Contractor and to any of its subcontractors or suppliers in the event Contractor is determined to be in breach of its obligations to make payment for amounts properly owed in connection with the Work and otherwise has no good-faith basis for not making such payment, that might have a right to file a stop notice with the District. The District shall have no obligation to pay or to ensure the payment of money to a subcontractor or supplier, except as may otherwise be required by law.

49.13 Each progress payment made to the Contractor in accordance with the Owner's Representative's determination of progress payment requests is contingent upon the Contractor furnishing the District with a signed written waiver and release of all claims against the

District arising out of or in any way connected to the Contract. Disputed Contract claims must be specifically stated and excluded by the Contractor from the operation of the waiver and release. The waiver and release shall be substantially in the form provided in Civil Code sections 8132 (Exhibit A) or 8134 (Exhibit B). The Contractor may only use the conditional waiver and release if the District does not pay all or a portion of a progress payment estimate submitted by the Contractor and the Contractor disputes the District's determination.

In the event that the Contractor fails or refuses to furnish the District with a signed written waiver and release of all claims against the District arising out of or in any way connected to the Contract, Contractor's acceptance of each progress payment shall be Contractor's release of all claims against the District in relation to all work paid to date to the fullest extent permitted by law.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (EXHIBIT A)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \$ \_\_\_\_\_  
Check Payable to: \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: \_\_\_\_\_

Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (EXHIBIT B)**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ \_\_\_\_\_.

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

## 50 COMPLETION AND FINAL ACCEPTANCE

50.1 The following definitions govern in interpreting this article and wherever such terms may appear in the Contract Documents:

50.1.1 “Final Completion” means the time when the work has been fully completed in accordance with the Contract Documents and is ready for acceptance and final payment by the District. Final Completion for a designated portion of the Work may be defined within a Task Directive.

50.1.2 “Final Inspection” means the inspection conducted by the District after to verify that the work has reached Final Completion.

50.1.3 “The Final Punch List” is the listing of items that, in the Owner’s Representative’s opinion, remain uncompleted after Substantial Completion but that must be completed by the Contractor prior to Final Completion.

50.1.4 “Semi-Final Inspection” means that inspection conducted by the Owner’s Representative to determine if the work is Substantially Complete.

50.1.5 “Substantial Completion” means the work has progressed to the point that: (1) the work is ready for beneficial use and occupancy by the District for the intended purpose, (2) all fire and life safety work has been completed, inspected and accepted, (3) all mechanical and process systems and equipment are complete and have been put in automatic operation, ~~(4) the total value of uncompleted work is less than one-half of one percent of the Contract Price and any approved cost extensions,~~ (54) completing the work will not significantly interfere with the District’s convenience, or use or cost of operating the work, and (65) all testing required by the Contract Documents has been successfully completed and documented to demonstrate compliance with all performance requirements as defined by the Contract Documents. Substantial Completion for a designated portion of the Work may be further defined within a Task Directive. Upon Substantial Completion, the Owner shall be responsible for operation, maintenance and utilities required to properly operate the newly constructed facilities or designated portion thereof.

50.2 When specifically provided for in the Contract Documents or when agreed to in writing by the District and the Contractor, the District may begin using a portion of the work even though it is not Substantially Complete. In such a case, the Contractor, the District and the Owner’s Representative shall first agree on and document responsibilities for security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that portion of the work being used by the District. The District, the Contractor and the Owner’s Representative shall inspect such portion of the work and shall prepare a list of work to be completed or corrected before final acceptance. The District’s use of any portion of the work shall not constitute final acceptance of that portion of the work prior to Final Completion and acceptance of the work as a whole. The District shall allow the Contractor reasonable access to complete or correct work in areas being used by the District. Partial beneficial occupancy shall not relieve the Contractor of Liquidated Damages or waive any of the District’s rights under the Contract unless the Contract Documents expressly provide for and identify such portion of the work to be considered

Substantially Complete before the remaining portions of the work or waiver of specific District rights.

50.3 When the Contractor considers the work nearly complete, the Contractor shall review the Contract Documents, inspect the work and prepare a list of deficiencies (Punch List). When the Punch List is prepared, the Contractor will deliver copies to the Owner's Representative and the District. The Contractor shall complete or correct the items on the Punch List until, in the Contractor's opinion, the work is Substantially Complete and ready for occupancy and use by the District. The Contractor shall then deliver the completed Punch List to the Owner's Representative and notify the Owner's Representative in writing that the Contractor believes the work is Substantially Complete and ready for Semi-Final Inspection.

50.4 After the Contractor notifies the Owner's Representative in writing that it believes the work is substantially complete, the Owner's Representative will conduct the Semi-Final Inspection and may add additional items to the Contractor's Punch List. As a result of this inspection, the Owner's Representative may determine that: (1) the work is not sufficiently complete to warrant a Semi-Final Inspection, additions to the Contractor's Punch List, or the preparation of a Final Punch List; (2) the work is sufficiently complete for the Owner's Representative to prepare a Final Punch List but certain incomplete or Defective work prohibits use of the work for its intended purpose and therefore, the work is not Substantially Complete; or (3) that the work is Substantially Complete and usable for its intended purpose and the Owner's Representative can prepare a Final Punch List. In preceding cases (1) and (2), the Contractor shall continue the work and call for a second Semi-Final Inspection when it believes the work is ready. If the Contractor does not achieve Substantial Completion on the second attempt, it shall reimburse the District the cost of the Owner's Representative's services for additional inspections. In case (3), the Owner's Representative will prepare a Final Punch List and a notice of Substantial Completion, which shall state the time agreed to by the District and the Contractor, not to exceed 30 days, in which the Contractor shall complete all remaining Punch List items and ready the work for Final Inspection. The Owner's Representative shall attach a copy of the Final Punch List to the notice of Substantial Completion. Time to complete punch list items provided in this section is for the convenience of the District and is intended as a deadline; and therefore, nothing in this section shall extend the time of completion for the fixed in the Contract Documents or excuse the failure of the Contractor to timely deliver the work as complete in accordance with the Contract Documents.

50.5 When the Contractor has completed or corrected all items on the Owner's Representative's Final Punch List and has made all required final submittals, the Contractor shall give the Owner's Representative written notice that the work is ready for Final Inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative shall make a Final Inspection. If the Owner's Representative finds the work is not fully complete, it shall notify the Contractor of items still requiring completion or correction. The Contractor shall immediately correct these deficiencies and call for a re-inspection. When, on the basis of its knowledge of the work, observations and inspections, the Owner's Representative finds that the work is acceptable and fully complete in accordance with the Contract Documents, and when all final submittals have been made, the Owner's Representative will recommend that the District issue and file a Notice of Completion designating Final Completion of the work, make Final

Payment and accept the work in accordance with the terms and conditions of the Contract Documents.

50.6 The Owner's Representative's failure to include an item on the Final Punch List, to make the Semi-Final or the Final Inspection, or to recommend final acceptance shall not alter the Contractor's responsibility to complete all work in accordance with the Contract Documents. If any lien or stop notice remains unsatisfied, the Contractor shall immediately take all steps necessary to remove any such lien or stop notice before Final Payment is made.

50.7 The making of Final Payment shall constitute a waiver of claims by the Contractor except those arising from:

50.7.1 Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

50.7.2 Failure of the work to comply with the requirements of the Contract Documents; or

50.7.3 Terms of the one-year guarantee period and special warranties required by the Contract Documents.

50.7.4 Any of the Contractor's continuing obligations under the Contract Documents.

## **51 FINAL PAYMENT**

Within 10 days after the date of completion and Contractor's delivery to the District of a complete release of all liens arising out of this Contract, or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory of the District to defend and indemnify the District against such liens, the District shall accept the work and file in the office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor. On the expiration of 40 days after the recordation of such Notice of Completion and there being no liens or stop notices filed, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishing of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract or as required by law. All prior certifications upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed 150% of the disputed amount. If any liens are filed or exist after Final Payment is made, the Contractor shall refund to the District all money that the District may be compelled to pay in discharging such liens, including all costs and reasonable attorney's fees.

## **52 FINAL RELEASE**

Final payment to the Contractor in accordance with the approved final estimate is contingent upon the Contractor furnishing the District with a signed written waiver and release of



all claims against the District arising out of or in any way connected to the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the waiver and release. The waiver and release shall be substantially in the form provided in Civil Code sections 8138 (Exhibit A) or 8136 (Exhibit B). The Contractor may only use the conditional waiver and release form if the District does not pay all or a portion of the final payment estimate submitted by the Contractor and the Contractor disputes the District's determination on such estimate. In the event the Contractor fails to furnish the District with a signed written waiver and release of all claims against the District arising out of or in any way connected to the Contract, Contractor's acceptance of final payment is Contractor's release of all claims against the District to the fullest extent permitted by law.

### **53 RIGHT TO WITHHOLD PAYMENTS**

In addition to all other rights and remedies of the District hereunder and by virtue of law, the District may withhold or nullify the whole or any part of any progress payment or withhold up to 150% of the disputed amount from the final payment (see Public Contract Code section 7107(c)) to such extent as may reasonably be necessary to protect the District from loss on account of:

53.1 Defective work not remedied, irrespective of when any such work be found to be defective;

53.2 Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under California Labor Code sections 1775, 1776, or 1777.7;

53.3 Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;

53.4 A reasonable doubt that the work can be completed for the balance then unearned;

53.5 A reasonable doubt that the Contractor will complete the work within the agreed time limits;

53.6 Costs to the District resulting from failure of the Contractor to complete the work within the proper time; or

53.7 Damage to work or property.

Whenever the District shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the District will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the District against claims or liens of mechanics, suppliers, materialmen, subcontractors, etc., the District may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the District, indemnifying the District against any loss or expense, and upon acceptance thereof by the District, the District shall release to the Contractor monies so withheld.

#### 54 WAIVER OF INTEREST

The District shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies that the District is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provisions of this Contract.

#### 55 SATISFACTION OF CLAIMS AND LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the District, a complete release of all liens and stop notices and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or stop notices or claim could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify the District against any lien or stop notice or claim. If any lien or stop notice or claim remains unsatisfied after all payments are made, the Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorney's fees. Contractor's receipt of final payment shall not be construed as a release, waiver, or claim which Contractor previously provided notice thereof in accordance with the Contract Documents and which remain unsettled at the time of final payment.

#### 56 ASSIGNMENT OF ANTI-TRUST CLAIMS

In accordance with California Public Contract Code section 7103.5, the 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 Documents. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

#### 57 AVAILABILITY AND AUDIT OF INFORMATION

57.1 The District's duly authorized representatives shall have, during the term of the Contract and for three years thereafter, the right to inspect, copy and audit all of the Contractor's and its subcontractors' books, accounts, records, and other material of all description, including but not limited to source documents and computer files, and to interview personnel, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by the Contractor, pricing data, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes. "Books," "accounts," and "records" as used herein shall include, but not be limited to, original estimates, subcontracts, bids, proposals, purchase orders, books, documents, accounting records, papers, correspondence, project files and scheduling information, including the Contract and all

documents related thereto and to its preparation, the as-planned construction schedule and any related documents.

57.2 The Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract. The Contractor and its subcontractors shall preserve all such accounts and records for a period of three years after the term of the Contract.

57.3 The Contractor shall include the necessary provisions in its subcontracts to ensure that its subcontractors comply with this provision.

57.4 The parties acknowledge that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code section 8546.7.

## **58 INTEGRATION**

The Contract Documents constitute the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly referenced in the Contract Documents.

## **59 COUNTERPARTS AND ELECTRONIC SIGNATURES**

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument or instruments. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Contract Documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

## **60 WAIVER**

The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or matter.

## **61 REMEDIES NOT EXCLUSIVE**

The remedies provided in this Contract are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Contract shall be without prejudice to the enforcement of any other remedy.

## **62 SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of the Contract Documents shall not render the other provisions unenforceable, invalid or illegal.

## **63 GOVERNING LAW AND VENUE**

Except as otherwise required by law, this Contract shall be interpreted, governed by, and construed under the laws of the State of California. The County shall be venue for any litigation concerning the enforcement or construction of this Contract.

## **64 NOTICES**

Any notice, demand, invoice or other communication required or permitted to be given under this Contract shall be in writing and either served personally, by email, or sent by prepaid, first class U.S. mail and addressed as follows:

Carmichael Water District  
Attn: General Manager  
7837 Fair Oaks Blvd.  
Carmichael, CA 95608  
Email: clee@carmichaelwd.org

Garney Construction, Incorporated  
Attn: Dan Eckdahl  
17510 W. Bethany Rd.  
Tracy, CA 95391  
deckdahl@garney.com

Any party may change its address by notifying the other party in writing of the change of address.

**END OF GENERAL CONDITIONS.**

**Exhibit E**  
**Bonds, Insurance, Indemnity**

E-1

## 1.1 FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT, WHEREAS, Carmichael Water District, hereinafter designated as the "District," entered into a Contract with Garney Construction, Inc., hereinafter designated as the "Contractor" for the work described as follows:

Ladera and Winding Way Wells Topside Improvements at two well sites including: well pump, injection control valve and associated pipe installation, electrical service, hypochlorite feed, iron and manganese treatment equipment, process control equipment and programming, site clearing, grading and paving, and landscaping.

WHEREAS, the Contractor is required under terms of the Contract to furnish a bond for the faithful performance of the Contract;

WHEREAS, the Contract is by reference made a part hereof;

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above bounden Contractor, 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 and any alterations 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 true intent and meaning, and shall indemnify and save harmless the District, its directors, officers, employees and agents, as therein stipulated, 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 said Contract, the above obligation in above-stated amount shall hold good for a period of one (1) year after the recording of the notice of completion, during which time if the Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the District from loss or damage made evident during the period of one (1) year from the date of recording of the notice of completion, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the above-stated amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same 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 or to the work or to the specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including, but not limited to, administrative and consultant costs, and reasonable attorneys' fees to be fixed by the Court.

The address or addresses at which the principal and surety(ies) may be served with notices, papers and other documents under the California Bond and Undertaking Law (Code of Civil Procedure section 995.010 et seq.) is the following:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS THEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

For Contractor as Principal:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

For Surety:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

(NOTE: The date of this bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.)

E-4



## 1.2 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT, WHEREAS, the Carmichael Water District, hereinafter designated as the "District," has awarded to Garney Construction, Inc. hereinafter designated as the "Contractor" a Contract for the work described as follows:

Ladera and Winding Way Wells Topside Improvements at two well sites including: well pump, injection control valve and associated pipe installation, electrical service, hypochlorite feed, iron and manganese treatment equipment, process control equipment and programming, site clearing, grading and paving, and landscaping.

WHEREAS, the Contractor is required by the Contract and by the provisions of Division 4, Part 6 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

WHEREAS, the Contract by this reference is made a part hereof;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_, as Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_, duly authorized and in good standing to transact business under the laws of the State of California, as an admitted Surety, are held and firmly bound unto the District in the sum of \$ \_\_\_\_\_, the sum being not less than one hundred percent (100%) of the total Contract amount payable by the District, under the terms of the Contract, for which payment 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, its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any of the persons named in Civil Code Section 9100, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division 4, Part 6 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the prevailing party to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates

and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation 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 or to the work or to the specifications.

The address or addresses at which the principal and surety(ies) may be served with notices, papers and other documents under the California Bond and Undertaking Law (Code of Civil Procedure section 995.010 et seq.) is the following:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS THEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

For Contractor as Principal:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

For Surety:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

(NOTE: The date of this bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.)

**1.3 CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATE  
(LABOR CODE SECTION 1861)**

To: Carmichael Water District

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

BIDDER

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 1.4 INSURANCE

1.4.1 The Contractor shall procure and maintain for the duration of the Contract, and for five years thereafter, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.4.1.1 General Liability - Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

District, its directors, officers, employees, agents, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

1.4.1.2 Professional Liability - Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant or if Contractor has design or engineering responsibility expressly specified in its scope of Work. Two million dollars (\$2,000,000) per ~~occurrence~~claim.

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

1.4.1.4 Workers' Compensation Insurance - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

1.4.1.5 Builder's Risk – (Course of Construction) - insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. Notwithstanding the policy duration required in section 1.4.1, the insurance coverage required by this section 1.4.1.4 shall be maintained at least until Final Completion occurs and the Project is accepted by District as provided in section 50 of the General Conditions.

The above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 1.4.

1.4.2 Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond or other security guaranteeing payment of losses and related investigations, claim administration and defense fees, costs and expenses. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party, including additional insureds and insurers, shall satisfy the self-insured retention limits.

1.4.3 The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1.4.3.1 Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

1.4.3.2 The District, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.

1.4.3.3 For any claims related to this project, the Contractor's insurance general and automobile liability coverage shall be primary insurance as respects the District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

1.4.3.4 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 officers, officials, employees, agents or volunteers.

1.4.3.5 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

1.4.3.6 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by U.S. mail has been given to

the District, or after 10 days' written notice in the case of cancellation for non-payment of premium.

1.4.4 Course of Construction Coverage Requirements. Course of construction policies shall contain, or be endorsed to contain, the following provisions: (a) District shall be named as loss payee; and (b) The insurer shall waive all rights of subrogation against the District.

1.4.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or equivalent and that are authorized to do business and in good standing in California, unless otherwise approved by District. In the case of Workers' Compensation and Employer's Liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

1.4.6 Verification of Coverage. Before commencing work, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 20 10 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. The District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.

1.4.7 Subcontractors. The Contractor shall include all actions and activities of its subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to the District. All coverages for subcontractors shall be subject to all of the requirements stated in this section.

1.4.8 Obligation to Maintain Coverage. Contractor shall maintain all required insurance coverages for the period provided in this section 1.4. If any of the required coverages expire during the coverage period, Contractor shall obtain renewal or replacement coverages and deliver certificates for the renewed or replacement coverages and any required endorsements to the District at least 10 days before the expiration date of the existing coverage.

1.4.9 Survival of Guarantee. Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.

1.4.10 The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

1.4.11 In addition to any other remedy the District may have, if the Contractor or any of the subcontractors fails to maintain the insurance coverage as required in this section 1.4, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

## 1.5 INDEMNITY AND DEFENSE OBLIGATION

1.5.1 ~~To the fullest extent permitted by law,~~ Contractor shall protect, defend, indemnify and hold harmless the District and Engineer, and their respective officers, directors, ~~agents,~~ employees, volunteers, representatives, boards, and consultants from and against all ~~third-party~~ penalties and fines imposed by law and all ~~third-party~~ loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorneys' and expert witness fees) resulting from injury to or death of persons, including without limitation employees of the District, Engineer and Contractor, or damage to or loss of ~~tangible property (other than to the Work itself), but only to the extent~~ caused by ~~, arising out of or in any way connected with~~ the Contractor's or its subcontractors' or suppliers' ~~performance, operations or activities negligence or willful misconduct~~ under this Contract, except to the extent the ~~sole negligence, sole or~~ active negligence or willful misconduct of an indemnified party ~~proximately~~ causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability.

Commented [A1]: This language should stay.

1.5.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Upon the request of an indemnified party hereunder, Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any costs and expenses that may be incurred by an indemnified party in enforcing this indemnity. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the District and/or Engineer, and their respective officers, directors, ~~agents,~~ employees, volunteers, representatives, boards, and consultants, immediately upon tender to Contractor of the ~~third-party~~ claim in any form or at any stage of an action or proceeding, whether or not liability has been established. The obligation to defend extends through final judgment, including exhaustion of any appeals. In all cases, the indemnified party shall have the right to approve counsel selected by Contractor in the defense of any legal action or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim. ~~The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of an indemnified party.~~

Commented [A2]: This language must stay.

1.5.3 The District may withhold from payment due Contractor hereunder such amounts as, in the District's opinion, are sufficient to provide security against all loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision.

1.5.4 In any and all claims against the District or the Engineer and his consultants, and each of their officers, directors, employees and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.

1.5.5 Neither termination of this Contract, completion of the acts to be performed under this Contract, nor the Engineer's approval or the District's acceptance of the work shall release Contractor from its obligations to indemnify and defend the District, and the Engineer, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants, as provided in sections 1.5.1 and 1.5.2, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance of operations under this Contract by Contractor, its employees, agents, suppliers or subcontractors, or the employee, agent or subcontractor of any one of them,.

1.5.6 Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

1.5.7 In accordance with California Public Contract Code section 9201(b), if District receives any written third-party claim relating to work performed under this Contract, then District agrees to promptly notify Contractor about the third-party claim.



**Exhibit F**  
**Iran Contracting Act Certification**

## 1.1 IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, the following Iran Contracting Act certification is required if your bid totals \$1,000,000 or more.

If your bid totals \$1,000,000 or more, you must complete only one of the following two paragraphs. To complete paragraph 1, check the corresponding box and complete the certification. To complete paragraph 2, simply check the corresponding box.

☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ (date),

at \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

OR

☐ 2. We have received written permission from the District to submit a bid pursuant to PCC 2203(c) or (d). A copy of the written

**Topic:** Memorandum of Understandings (MOUs) between Carmichael Water District, Pappas Investments, and D.R. Horton for Water Service  
**Date:** July 10, 2025  
**Item For:** Action

---

Submitted By: Greg Norris, Engineering Manager  
Cathy Lee, General Manager

---

## **BACKGROUND**

Pappas Investments (Pappas) and D.R. Horton are real estate development companies (the “Developers”) which own less than 20 acres of vacant land in the north-west corner of the service area of Carmichael Water District (the “District”), located approximately at the corner of Manzanita Avenue and Winding Way. These Developers intend to construct 6 commercial lots and 79 residential single-family lots as part of a private development known as Winding Ranch (the “Project”). Pappas would be responsible for the commercial lots, while D.R. Horton would be responsible for the residential lots. To this end, these Developers and the District have drafted mutually acceptable Memorandum of Understandings (MOUs) which specify the terms and conditions of the District’s approval for the Project. These MOUs have been prepared by the General Manager and Legal Counsel. Staff met with and collaboratively iterated on these MOUs with the Developers on several occasions. Staff worked to ensure through these MOUs that the District is adequately protected and reimbursed during the Project.

## **SUMMARY/DISCUSSION**

The proposed development will ultimately introduce approximately 79 new 1-inch water service connections, 1 new 1.5-inch water service connection, and 6 new 2-inch water service connections. A Water Supply Study was performed which verified that these new connections will not negatively impact the quality or available quantity of water service for existing customers.

The scope of these MOUs includes, but are not limited to:

- Terms for the payment of all capital facility fees, construction fees, and inspection fees in a timely manner, not to exceed 2 years after the acceptance of the newly constructed water assets;
- Conveyance of ownership and operation of the newly constructed water assets to the District upon acceptance, including the timely delivery of easements, as-builts, and related information; and
- Requirements for warranties and bonds or similar sureties to protect the District against failure of the work for any reason.

## **RECOMMENDATION**

Staff recommends that the Board of Directors authorize the General Manager to execute the Memorandum of Understandings with Pappas Investments and D.R. Horton to thereby authorize and facilitate the District’s interests related to the development of the proposed Winding Ranch project.

## **ATTACHMENT(S)**

1. Memorandum of Understanding between Pappas Investments and the District, Signed by Pappas Investments.
2. Memorandum of Understanding between D.R. Horton and the District, Signed by D.R. Horton.

## ATTACHMENT 1

### **MEMORANDUM OF UNDERSTANDING BETWEEN CARMICHAEL WATER DISTRICT AND LAGUNA GATEWAY PHASE 2, L.P., a California limited partnership, and LAGUNA GATEWAY SOUTH L.P., a California Limited Partnership, (collectively, "Pappas") FOR WATER SERVICE**

This Memorandum of Understanding ("Agreement") is made and entered into by and between Carmichael Water District (District), a political subdivision of the State of California, and Laguna Gateway Phase 2, L.P., and Laguna Gateway South L.P., (collectively, "Pappas"), a real estate development company ("Builder"), owner of the commercial development known as Winding Ranch Retail ("Project"), as more particularly described in Exhibit A of the Agreement ("Property"). The District and Builder are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

#### RECITALS

This Agreement is made with reference to the following facts and conditions which the parties hereto agree are a true and accurate description of the basis upon which this Agreement is made:

- A. WHEREAS, the District is a special district operating under and by virtue of Division 11 of the California Water Code; and,
- B. WHEREAS, formed in 1915 as Carmichael Irrigation District, and later renamed Carmichael Water District, the District currently delivers water diverted from the American River and pumped groundwater to its service area in Sacramento County; and,
- C. WHEREAS, the District may do any act necessary to furnish sufficient water in the District for any beneficial use, including the collection of charges for the use of water and connection to District's water system (Wat. Code, §§ 22075, 22280(a)(1), 22281.1); and,
- D. WHEREAS, Pappas has entitlements to develop a commercial shopping center located at the southeastern corner of Winding Way and Manzanita Avenue, in the northwestern corner of the District's service area, in the unincorporated community of Carmichael (Project Site); and,
- E. WHEREAS, the Project Site includes Parcels A and C as shown on Lot Line Adjustment PLNP 2024-00189 filed May 2, 2025 in the Sacramento County Records as Document No. 202505020199 (Exhibit A); and,
- F. WHEREAS, Pappas intends to construct a development comprising 6 commercial lots (Winding Ranch Retail) on the Project Site and to that end has filed all the necessary documentation to obtain the approval of the County of Sacramento; and,
- G. WHEREAS, on May 30<sup>th</sup> 2024, the District received a request from Builder asking the District to provide water service to Winding Ranch Retail; and,
- H. WHEREAS, to facilitate the provision of water service to Winding Ranch Retail, Builder intends to construct a water system pursuant to the accepted plans or any approved modifications (Project Water System); and,

- I. WHEREAS, the District must conduct various analyses to evaluate the impacts Winding Ranch Retail will have on the District's water system; and,
- J. WHEREAS, Builder has previously provided District fees for the Water Supply Study and Plan Check Fee for Winding Ranch. The District has deemed the payments for the Water Supply Study and Plan Check Fee full and complete.

NOW, THEREFORE, the parties agree as follows:

1. The RECITALS contained herein are an integral part of this Agreement and shall be incorporated herein.
2. FEES: Builder agrees that following issuance of the building permits for the Project, the Builder shall pay all Capital Facilities Fees, Construction Fees, Inspection Fees, and any other fee authorized by the District's Fee Schedule as applicable, for Project water service. All Fees will be priced in accordance with the District's most current Fee Schedule. The payment schedule for all fees shall follow the outline provided below:
  - 2.1 Capital Facilities Fee. The Capital Facilities Fee (CFF) is a capacity charge related to capacity in the District's water system, including supply, treatment, storage, and distribution, and is charged for connecting a new service to the District's water system. Builder will pay the CFF be paid for a specific, minimum number of the connections within specific periods of time (see Table 1, below). District will price the CFF per connection in accordance with the District's Fee Schedule in effect at the time of purchasing. Builder may purchase additional CFF in excess of the minimum purchase schedule as needed.

Table 1: Capital Facility Fee Schedule

Due Date	Minimum number of purchased connections
Prior to construction of the Project Water System	1 (one) 2-inch commercial connection
Prior to acceptance of the Project Water System	2 (two) 2-inch commercial connections and 1 (one) 1.5-inch irrigation connection
12 months after acceptance of the Project Water System	3 (three) 2-inch commercial connections and 1 (one) 1.5-inch irrigation connection
24 months after acceptance of the Project Water System	4 (four) 2-inch commercial connections and 1 (one) 1.5-inch irrigation connection
36 months after acceptance of the Project Water System	5 (five) 2-inch commercial connections and 1 (one) 1.5-inch irrigation connection

- 2.2 Construction Fee. The Construction Fee includes the time and materials to install water meters, perform pressure and bacteria testing, and any other installation or testing activities to be performed by District staff during the Project. Pressure testing, bacteria testing, and any other fees related to testing of the water pipelines are payable prior to construction of the Project Water System. Fees related to the installation of water meters or testing of backflow devices are payable prior to building permit issuance and will be priced in accordance with the District's Fee Schedule at the time of work.

Page 2 of 8

- 2.3 **Inspection Fee.** The Inspection Fee includes the time for District staff to inspect new or altered water assets, as well as to be present during installation of water pipelines and services. The fee is payable prior to the construction of any water assets and will be priced in accordance with the District's Fee Schedule at the time of work. The District reserves the right to charge for time and materials for any District effort that is needed, including emergency work, with regards to District-owned assets that are altered or disturbed during Project work.
3. **HOLD HARMLESS:** District is not, by inspection of the construction or installation of the Project Water System (the "Work"), representing Builder or providing a substitute for inspection and control of the Work by Builder. Any inspections and observations of the Work by District are for the sole purpose of providing notice of stage and character of the Work. Any failure of District to note variances in the Work from the accepted plans does not excuse or exempt Builder from complying with all terms of the accepted plans. The fact that District inspects the construction of Work and notifies Builder of deviations or failures to construct them pursuant to the accepted plans shall not be deemed to constitute a guarantee by District that the works have been built in accordance with the accepted plans. During construction of the Project Water System and prior to conveyance thereof to and acceptance thereof by District, Builder shall hold District harmless against any and all claims, demands and charges by third parties arising out of alleged deviations or failures to construct the Project Water System pursuant to the accepted plans.
4. **INDEMNIFICATION:** Builder agrees to indemnify, defend, and hold District and its agents, successors, and assigns, harmless from and against any and all claims, expenses, damages, losses, costs (including, without limitation, reasonable attorney fees and costs, and expert fees and costs), and/or liabilities (whether asserted by any third-party or otherwise) arising from or related to (either directly or indirectly) the construction and existence of the Project Water System provided under this Agreement, provided, however, that Builder's indemnification obligations hereunder do not extend to claims, expenses, damages, liabilities, or costs to the extent caused by the active negligence or willful misconduct of District or its agents.
5. **CONSTRUCTION:** Builder shall, without expense to the District, construct the Project Water System pursuant to the accepted plans or any approved modifications thereof. Builder shall provide in any contract for construction of the Project Water System that any contractor's materials supplier's guarantees thereunder, including a one (1) year warranty on the completed improvements, shall inure to the benefit of District after the works constructed thereunder have been conveyed to District. Builder shall also provide in any contract for construction of the Project Water System that the contractor's public liability and property damage insurance shall be extended to cover the Builder and District and their agents, officers and employees as insured with liability and bodily injury limits of not less than \$300,000, and property damage coverage of not less than \$100,000. Builder agrees to obtain an encroachment permit from the Department of Public Works of the County of Sacramento and comply with all requirements thereof, including trench restoration and street resurfacing

requirements for any portion of the project situated within an existing or proposed County of Sacramento right of way.

6. **INSPECTION:** The District Engineer or his/her agent shall inspect the construction of the Project Water System to ensure that the works are installed in accordance with the accepted plans and District's Construction Improvement Standards. The District Engineer shall notify Builder as to any deviation or failure to construct pursuant to the accepted plans as soon as such deviation or failure is brought to his/her attention, and Builder shall correct such deviation or failure. Any changes to the approved plans shall require written approval of the Builder and District Engineer.
7. **EASEMENTS:** Builder will provide to District, at no cost to District and as approved and acceptable to the District Engineer on the small lot final map for the Project, appropriate easements and rights of way for the maintenance, repair, and replacement of all Project Water System facilities not within existing public rights of way, public utility easements, and/or water service easements. Concurrent with Builder's conveyance to the District of the above-noted easements and rights of way, District covenants and agrees it shall abandon, terminate and quitclaim those certain two (2) waterline easements currently in effect, to remove same from the condition of title. The two (2) water line easements may otherwise be described as:
  - 7.1 Waterline Easement, recorded on June 18, 1968, as Book 680618, Page 396 in the Official Records, and
  - 7.2 Waterline Easement, recorded on December 12, 1968, as Book 681209, Page 303 in the Official Records.
8. **SECURITY AGREEMENT:** Builder will provide the District, in the form of bonds or other form of sureties that cover all Project Water System piping and appurtenances, protecting District against any failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment until one (1) year after acceptance of the Project Water System by the District. Before the start of construction on any water assets:
  - 8.1 Builder shall provide to the District a bond, irrevocable letter of credit, cash deposit, or other form of surety, in the amount of at least 25% of the cost of the Project Water System, based on Builder's Engineer's opinion of probable cost, protecting the District against any failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment; and,
  - 8.2 Builder shall demonstrate to the District that the above security provides the required warranty on all improvements and construction materials until one (1) year after acceptance by the District, per the District Construction Improvement Standards, Section 2.5.
9. **PREVAILING WAGES:** Builder has been advised that the State of California (State) Attorney General has opined that, in certain circumstances, construction of facilities for provision of public utility service, with the understanding and agreement that said facilities will be turned

over to District for ownership, operation and maintenance at the conclusion of construction, may be subject to the prevailing wage laws of the State. Builder has determined that, at this time, said opinion of the Attorney General does not affect the wages paid by Builder to laborers employed on said facilities constructed pursuant to this Agreement. Builder agrees, however, that should it be determined that the prevailing wage laws of the State (Labor Code §1770, et seq.) apply to the work performed in accordance with this Agreement, then Builder shall defend and hold District harmless from any liability, claims, damages, or costs in any way associated with said determination by the State and Builder shall, as further consideration of District entering into this Agreement, take all necessary and appropriate action, including payment of back wages, and any associated penalties which may be required, due to enforcement of the prevailing wage laws in connection with construction of the Project Water System. Builder agrees that District has not represented or in any way advised Builder in connection with this matter except to advise Builder of his potential liability and Builder does not in any way rely upon any opinion or information of District in making its determination in connection with the payment or nonpayment of such wages for the work performed under this Agreement. The obligation of Builder to, if required, pay prevailing wages for the work performed in accordance with this Agreement shall be a continuing obligation and shall bind the heirs, successors and assigns of Builder and District's obligation to provide operation and maintenance on the facilities to be turned over to District, and to provide water therein, shall be dependent upon Builder's continuing compliance with this provision.

10. CONVEYANCE: At the time of acceptance of the Project Water System assets:

10.1 Ownership of the completed Project Water System assets shall be conveyed to the District without cost and free and clear of all liens and encumbrances. The District shall include the completed Project Water System assets as part of the District's water system, and shall thereafter operate and maintain the Project Water System as part of said District water system;

10.2 Within 90 days of the completion of construction of the Project Water System:

10.2.1 Builder shall provide the District an estimated cost of the constructed water assets and improvements; and,

10.2.2 Builder shall provide District with one set of 24"x 36" reproducible "as built" drawings of the completed project on bond paper or matte mylar (5 mil minimum) or similar, and in electronic form; and,

10.2.3 Builder shall provide easements as specified above.

11. BUILDER RESPONSIBILITIES AFTER CONVEYANCE: After District's acceptance of the Project Water System, Builder shall have no obligation for the operation, maintenance, repair or replacement thereof, except that to the extent Builder retains ownership of any parcel to which service from such works is available, it shall pay any applicable rates and charges levied by District for such service.



12. **SYSTEM OPERATION:** The Project Water System shall not be operated, other than for testing purposes, until the said system is conveyed to District and formally accepted by District as specified above, and proper applications for service having been filed with District accepted.
13. **OBLIGATION FOR PIPELINE AND/OR FACILITIES:** District shall be under no obligation to provide additional facilities in order to serve Winding Ranch Retail. Upon acceptance of the Project water system by District, it shall become the sole property of District and shall be used and operated at District's sole discretion.
14. **RATES AND CHARGES FOR SERVICE:** All service made available by District to users within Winding Ranch Retail shall be at the established rates and charges as fixed by District's Board of Directors from time to time.
15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of all parties. Builder shall not assign any of its rights, duties or obligations under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld.
16. **DISTRICT POWERS:** Nothing herein shall be deemed to limit, restrict, or modify any right, duty, or obligation given, granted, or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, including the enactment of any rules, regulations, policies, resolutions or ordinances, and in the event that any part of provisions herein contained in this Agreement or incorporated herein, be found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions hereof.
17. **ATTORNEY FEES:** Should any party institute legal action to either compel performance of this Agreement or recover damages for nonperformance, the prevailing party(s) shall be entitled to reasonable attorney's fees, cost of suit, and all other expenses of litigation incurred in connection therewith.
18. **AMENDMENT:** Additions or other changes to this Agreement may be amended only by a written instrument duly executed by the Parties.
19. **NO WATER RIGHTS CONFERRED:** Nothing in this Agreement results in Builder possessing or gaining: (i) any right or interest, either in law or equity, to demand any portion of or share in the water rights held by District; (ii) any right in any waters purchased by District from any other source; or (iii) any right to any amounts of water that the District diverts from the American River, extracts from the groundwater basin, or obtains from any other source. This Agreement shall be the sole source of Builder's right to water service from District.

20. RELATIONSHIP OF PARTIES: Nothing set forth in this Agreement shall be deemed or construed by Builder, the District, or third parties to create any relationship of principal and agent, partnership, joint venture, or any other association between the Parties.
21. SEVERABILITY: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
22. ENTIRE AGREEMENT. This Agreement is the full and entire understanding of the Parties and may not be altered except by a writing executed by both Parties. The Parties agree that there are no warranties, either express or implied, no covenants or promises or expectations other than those contained and set forth in writing in this Agreement.
23. WAIVER. The waiver or failure to declare a breach of this Agreement as a result of a violation of any term or provision set forth in this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel.
24. TERM: This Agreement shall become effective on the date it is last signed by either Party. By mutual agreement of the Parties, this Agreement expires one (1) year following acceptance of the Work by the District's Board of Directors. At the District's discretion, this Agreement shall terminate and be of no further force and effect if District determines that construction of the Project Water System has not commenced within twelve (12) months from the date of this Agreement.
25. NOTICES: Notices or Requests from any party to this Agreement to the remaining parties thereof shall be in writing and delivered or mailed, postage prepaid, to the following addresses:

Carmichael Water District  
7837 Fair Oaks Blvd, Carmichael, CA 95608  
Attention: General Manager

Pappas Investments  
2020 L Street, Fifth Floor, Sacramento, CA 95811  
Attention: Thad Johnson

IN WITNESS WHEREOF, the Parties to this Memorandum of Understanding have duly executed this Agreement on the date set forth opposite their signatures.

CARMICHAEL WATER DISTRICT

By: \_\_\_\_\_  
[General Manager, Carmichael Water District]

Date: \_\_\_\_\_

LAGUNA GATEWAY PHASE 2, L.P.

By: Thad Johnson  
[Contract Representative for Laguna Gateway Phase 2, L.P.]

Date: July 10, 2025

LAGUNA GATEWAY SOUTH, L.P.

By: Thad Johnson  
[Contract Representative for Laguna Gateway South, L.P.]

Date: July 10, 2025

## ATTACHMENT 2

### MEMORANDUM OF UNDERSTANDING BETWEEN CARMICHAEL WATER DISTRICT AND D.R. HORTON CA2, INC. FOR WATER SERVICE

This Memorandum of Understanding (“Agreement”) is made and entered into by and between Carmichael Water District (District), a political subdivision of the State of California, and D.R. Horton CA2, Inc., a California corporation (“Builder”), which Builder is in contract to acquire from current owner that certain 79-lot single-family residential development known as Winding Ranch (“Project”), as more particularly described in Exhibit A of the Agreement (“Property”). The District and Builder are sometimes hereinafter referred to collectively as the “Parties” and each individually as a “Party.”

#### RECITALS

This Agreement is made with reference to the following facts and conditions which the parties hereto agree are a true and accurate description of the basis upon which this Agreement is made:

- A. WHEREAS, the District is a special district operating under and by virtue of Division 11 of the California Water Code; and,
- B. WHEREAS, formed in 1915 as Carmichael Irrigation District, and later renamed Carmichael Water District, the District currently delivers water diverted from the American River and pumped groundwater to its service area in Sacramento County; and,
- C. WHEREAS, the District may do any act necessary to furnish sufficient water in the District for any beneficial use, including the collection of charges for the use of water and connection to District’s water system (Wat. Code, §§ 22075, 22280(a)(1), 22281.1); and,
- D. WHEREAS, in 2019, Pappas Investment purchased a 25.4-acre site located at the southeastern corner of Winding Way and Manzanita Avenue, in the northwestern corner of the District’s service area, in the unincorporated community of Carmichael (Project Site); and,
- E. WHEREAS, the Project Site includes “Parcel B” as shown on the Lot Line Adjustment PLNP2024-00189 filed May 2, 2025 in the Sacramento County Records as Document No. 202505020199 (Exhibit A); and,
- F. WHEREAS, Pappas Investment intends to transfer Parcel B to D.R. Horton CA2, Inc.; and,
- G. Where D.R. Horton CA2, Inc. intends to construct a development comprising 79 single-family residences (Winding Ranch) on Parcel B, and to that end has filed all the necessary documentation to obtain the approval of the County of Sacramento; and,
- H. WHEREAS, on May 30<sup>th</sup> 2024, the District received a request from Builder asking the District to provide water service to Winding Ranch; and,
- I. WHEREAS, to facilitate the provision of water service to Winding Ranch, Builder intends to construct a water system pursuant to the accepted plans or any approved modifications (Project Water System); and

- J. WHEREAS, the District must conduct various analyses to evaluate the impacts Winding Ranch will have on the District's water system; and,
- K. WHEREAS, Builder has previously provided District fees for the Water Supply Study and Residential Plan Check Fee for Winding Ranch. The District has deemed the payments for the Water Supply Study and Residential Plan Check Fee full and complete.

NOW, THEREFORE, the parties agree as follows:

1. The RECITALS contained herein are an integral part of this Agreement and shall be incorporated herein.
2. FEES: Builder agrees that following issuance of the building permits for the Project, the Builder shall pay all Capital Facilities Fees, Construction Fees, Inspection Fees, and any other fee authorized by the District's Fee Schedule as applicable, for Project water service. All Fees will be priced in accordance with the District's most current Fee Schedule. The payment schedule for all fees shall follow the outline provided below:
  - 2.1 Capital Facilities Fee. The Capital Facilities Fee (CFF) is a capacity charge related to capacity in the District's water system, including supply, treatment, storage, and distribution, and is charged for connecting a new service to the District's water system. Builder will pay the CFF for a specific, minimum number of the connections within specific periods of time (see Table 1, below). District will price the CFF per connection in accordance with the District's Fee Schedule in effect at the time of purchasing. Builder may purchase additional CFF in excess of the minimum purchase schedule as needed.

Table 1: Capital Facility Fee Schedule

Due Date	Minimum number of purchased connections
Prior to construction of the Project Water System	12 (twelve) 1-inch residential connections
Prior to acceptance of the Project Water System	39 (thirty-nine) 1-inch residential connections
24 months after acceptance of the Project Water System	79 (seventy-nine) 1-inch residential connections

- 2.2 Construction Fee. The Construction Fee includes the time and materials to install water meters, perform pressure and bacteria testing, and any other installation or testing activities to be performed by District staff during the Project. Pressure testing, bacteria testing, and any other fees related to testing of the water pipelines are payable prior to construction of the Project Water System. Fees related to the installation of water meters or testing of backflow devices are payable prior to building permit issuance and will be priced in accordance with the District's Fee Schedule at the time of work.
- 2.3 Inspection Fee. The Inspection Fee includes the time for District staff to inspect new or altered water assets, as well as to be present during installation of water pipelines and services. The fee is payable prior to construction of any water assets and will be priced in accordance with the District's Fee Schedule at the time of work. The District reserves

the right to charge for time and materials for any District effort that is needed, including emergency work, with regards to District-owned assets that are altered or disturbed during Project work.

3. **HOLD HARMLESS:** District is not, by inspection of the construction or installation of the Project Water System (the “Work”), representing Builder or providing a substitute for inspection and control of the Work by Builder. Any inspections and observations of the Work by District are for the sole purpose of providing notice of stage and character of the Work. Any failure of District to note variances in the Work from the accepted plans does not excuse or exempt Builder from complying with all terms of the accepted plans. The fact that District inspects the construction of Work and notifies Builder of deviations or failures to construct them pursuant to the accepted plans shall not be deemed to constitute a guarantee by District that the works have been built in accordance with the accepted plans. During construction of the Project Water System, and prior to conveyance thereof to and acceptance thereof by District, Builder shall hold District harmless against any and all claims, demands and charges by third parties arising out of alleged deviations or failures to construct the Project Water System pursuant to the accepted plans.
4. **INDEMNIFICATION:** Builder agrees to indemnify, defend, and hold District and its agents, successors, and assigns, harmless from and against any and all claims, expenses, damages, losses, costs (including, without limitation, reasonable attorney fees and costs, and expert fees and costs), and/or liabilities (whether asserted by any third-party or otherwise) arising from or related to (either directly or indirectly) the construction and existence of the Project Water System provided under this Agreement, provided, however, that Builder’ indemnification obligations hereunder do not extend to claims, expenses, damages, liabilities, or costs to the extent caused by the active negligence or willful misconduct of District or its agents.
5. **CONSTRUCTION:** Builder shall, without expense to the District, construct the Project Water System pursuant to the accepted plans or any approved modifications thereof. Builder shall provide in any contract for construction of the Project Water System that the contractor’s public liability and property damage insurance shall be extended to cover the Builder and District and their agents, officers and employees as insured with liability and bodily injury limits of not less than \$300,000, and property damage coverage of not less than \$100,000. Builder agrees to obtain an encroachment permit from the Department of Public Works of the County of Sacramento and comply with all requirements thereof, including trench restoration and street resurfacing requirements for any portion of the project situated within an existing or proposed County of Sacramento right of way.
6. **INSPECTION:** The District Engineer or his/her agent shall inspect the construction of the Project Water System to ensure that the works are installed in accordance with the accepted plans and District’s Construction Improvement Standards. The District Engineer shall notify Builder as to any deviation or failure to construct pursuant to the accepted plans as soon as such deviation or failure is brought to his/her attention, and Builder shall correct such

deviation or failure. Any changes to the approved plans shall require written approval of the Builder and District Engineer.

7. EASEMENTS: Builder will provide to District, at no cost to District and as approved and acceptable to the District Engineer on the small lot final map for the Project, appropriate easements and rights of way for the maintenance, repair, and replacement of all Project Water System facilities not within existing public rights of way, public utility easements, and/or water service easements. Concurrent with Builder's conveyance to the District of the above-noted easements and rights of way, District covenants and agrees it shall abandon, terminate and quitclaim those certain two (2) waterline easements currently in effect, to remove same from the condition of title. The two (2) water line easements may otherwise be described as:
  - 7.1 Waterline Easement, recorded on June 18, 1968, as Book 680618, Page 396 in the Official Records; and,
  - 7.2 Waterline Easement, recorded on December 12, 1968, as Book 681209, Page 303 in the Official Records.
8. SUBDIVISION IMPROVEMENT AGREEMENT: Builder will enter into the standard Sacramento County Subdivision Improvement Agreement ("SIA") when the final map is recorded. The District understands that the SIA shall include bonds or other form of sureties that cover all Project Water System piping and appurtenances, protecting District against any failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment until one (1) year after acceptance of the Project Water System by the District.
  - 8.1 Prior to District's acceptance of the water assets:
    - 8.1.1 Builder shall produce a signed and executed SIA to the District; and,
    - 8.1.2 Builder shall demonstrate to the District that it has acquired a bond, irrevocable letter of credit, cash deposit, or other form of surety required by the SIA, in the amount of at least 25% of the cost of the Project Water System, based on Builder's Engineer's opinion of probable cost, protecting the District against any failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment; and,
    - 8.1.3 Builder shall demonstrate to the District that the SIA provides the required warranty on all improvements and construction materials until one (1) year after acceptance by the District, per the District Construction Improvement Standards, Section 2.5.
  - 8.2 Until such time that the Builder produces a signed and executed SIA to the District:
    - 8.2.1 District shall reserve the right to evaluate and require modification or replacement of any Project Water System assets that may have been installed prior to the execution of the SIA.

9. **PREVAILING WAGES:** Builder has been advised that the State of California (State) Attorney General has opined that, in certain circumstances, construction of facilities for provision of public utility service, with the understanding and agreement that said facilities will be turned over to District for ownership, operation and maintenance at the conclusion of construction, may be subject to the prevailing wage laws of the State. Builder has determined that, at this time, said opinion of the Attorney General does not affect the wages paid by Builder to laborers employed on said facilities constructed pursuant to this Agreement. Builder agrees, however, that should it be determined that the prevailing wage laws of the State (Labor Code §1770, et seq.) apply to the work performed in accordance with this Agreement, then Builder shall defend and hold District harmless from any liability, claims, damages, or costs in any way associated with said determination by the State and Builder shall, as further consideration of District entering into this Agreement, take all necessary and appropriate action, including payment of back wages, and any associated penalties which may be required, due to enforcement of the prevailing wage laws in connection with construction of the Project Water System. Builder agrees that District has not represented or in any way advised Builder in connection with this matter except to advise Builder of his potential liability and Builder does not in any way rely upon any opinion or information of District in making its determination in connection with the payment or nonpayment of such wages for the work performed under this Agreement. The obligation of Builder to, if required, pay prevailing wages for the work performed in accordance with this Agreement shall be a continuing obligation and shall bind the heirs, successors and assigns of Builder and District's obligation to provide operation and maintenance on the facilities to be turned over to District, and to provide water therein, shall be dependent upon Builder's continuing compliance with this provision.
10. **CONVEYANCE:** At the time of acceptance of the Project Water System assets:
  - 10.1 Ownership of the completed Project Water System assets shall be conveyed to the District without cost and free and clear of all liens and encumbrances. The District shall include the completed Project Water System assets as part of the District's system, and shall thereafter operate and maintain the Project Water System as part of said District water system;
  - 10.2 Within 90 days of the completion of construction of the Project Water System:
    - 10.2.1 Builder shall provide the District an estimated cost of the constructed water assets and improvements; and,
    - 10.2.2 Builder shall provide District with one set of 24"x 36" reproducible "as built" drawings of the completed project on bond paper or matte mylar (5 mil minimum) or similar, and in electronic form; and,
    - 10.2.3 Builder shall provide easements as specified above.
11. **BUILDER RESPONSIBILITIES AFTER CONVEYANCE:** After District's acceptance of the Project Water System, Builder shall have no obligation for the operation, maintenance, repair or replacement thereof, except that to the extent Builder retains ownership of any parcel to



which service from such works is available, it shall pay any applicable rates and charges levied by District for such service.

12. **SYSTEM OPERATION:** The Project Water System shall not be operated, other than for testing purposes, until the said system is conveyed to District and formally accepted by District as specified above, and proper applications for service having been filed with District accepted.
13. **OBLIGATION FOR PIPELINE AND/OR FACILITIES:** District shall be under no obligation to provide additional facilities in order to serve Winding Ranch. Upon acceptance of the Project Water System by District, it shall become the sole property of District and shall be used and operated at District's sole discretion.
14. **RATES AND CHARGES FOR SERVICE:** All service made available by District to users within Winding Ranch shall be at the established rates and charges as fixed by District's Board of Directors from time to time.
15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of all parties. Builder shall not assign any of its rights, duties or obligations under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld.
16. **DISTRICT POWERS:** Nothing herein shall be deemed to limit, restrict, or modify any right, duty, or obligation given, granted, or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, including the enactment of any rules, regulations, policies, resolutions or ordinances, and in the event that any part of provisions herein contained in this Agreement or incorporated herein, be found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions hereof.
17. **ATTORNEY FEES:** Should any party institute legal action to either compel performance of this Agreement or recover damages for nonperformance, the prevailing party(s) shall be entitled to reasonable attorney's fees, cost of suit, and all other expenses of litigation incurred in connection therewith.
18. **AMENDMENT:** Additions or other changes to this Agreement may be amended only by a written instrument duly executed by the Parties.
19. **NO WATER RIGHTS CONFERRED:** Nothing in this Agreement results in Builder possessing or gaining: (i) any right or interest, either in law or equity, to demand any portion of or share in the water rights held by District; (ii) any right in any waters purchased by District from any other source; or (iii) any right to any amounts of water that the District diverts from the American River, extracts from the groundwater basin, or obtains from any

other source. This Agreement shall be the sole source of Builder' right to water service from District.

20. RELATIONSHIP OF PARTIES: Nothing set forth in this Agreement shall be deemed or construed by Builder, the District, or third parties to create any relationship of principal and agent, partnership, joint venture, or any other association between the Parties.
21. SEVERABILITY: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
22. ENTIRE AGREEMENT. This Agreement is the full and entire understanding of the Parties and may not be altered except by a writing executed by both Parties. The Parties agree that there are no warranties, either express or implied, no covenants or promises or expectations other than those contained and set forth in writing in this Agreement.
23. WAIVER. The waiver or failure to declare a breach of this Agreement as a result of a violation of any term or provision set forth in this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel.
24. TERM/CONDITION PRECEDENT: This Agreement shall become effective on the date it is last signed by either Party and Builder has acquired fee title to the Property. By mutual agreement of the Parties, this Agreement expires one (1) year following acceptance of the Work by the District's Board of Directors pursuant to the SIA. At the District's discretion, this Agreement shall terminate and be of no further force and effect if District determines that construction of the Project Water System has not commenced within twelve (12) months from the date of this Agreement. For clarity, District and Builder acknowledge and agree that the rights and obligations provided in this Agreement are condition upon, and shall not be effective nor enforceable, until Builder closes on the purchase of the Property.
25. NOTICES: Notices or Requests from any party to this Agreement to the remaining parties thereof shall be in writing and delivered or mailed, postage prepaid, to the following addresses:

Carmichael Water District  
7837 Fair Oaks Blvd, Carmichael, CA 95608  
Attention: General Manager

D.R. Horton  
3000 Lava Ridge Ct. Suite 130, Roseville, CA 95661  
Attention: Winding Ranch Project Manager & Division Counsel

IN WITNESS WHEREOF, the Parties to this Memorandum of Understanding have duly executed this Agreement on the date set forth opposite their signatures.

CARMICHAEL WATER DISTRICT

By: \_\_\_\_\_  
Cathy Lee, General Manager

Date: \_\_\_\_\_

D.R. HORTON CA2, INC.

By:  \_\_\_\_\_  
Chris Zaballos, City Manager

Date: July 11, 2025

---

*This page intentionally left blank.*

**Topic:** FY 25-26 Salary Schedule and Memorandum of Understanding (MOU) with AFSCME Represented Employees

**Date:** July 9, 2025

**Item For:** Action

---

Submitted By: Cathy Lee, General Manager

---

## **BACKGROUND**

District Policy 4040: Salary Range – Performance Step Program states:

*“Every three (3) years, the Salary and Benefit survey will be reviewed and new averages calculated using the following agencies: Citrus Heights Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, Elk Grove Water Service, Fair Oaks Water District, Placer County Water Agency, Sacramento County, Sacramento Suburban Water District, and San Juan Water District. Results of this exercise may result in adjustments in the salary ranges”.*

The last salary survey was conducted in 2022 and the District is contracting with Bryce Consulting Inc. again to conduct a new salary survey. Additionally, the Board approved a 3% cost of living adjustment (COLA) to be implemented as part of the salary survey.

## **SUMMARY/DISCUSSION**

Similar to 2022, Bryce Consulting included additional agencies, City of Fairfield, City Vallejo, South San Joaquin Irrigation District, and Stockton East Water District as additional comparative agencies and compared the District's compensation to the labor market using base salary, total cash, and total compensation at 50<sup>th</sup> percentile and 62.5<sup>th</sup> percentile with the most recently, July 2025, data. The District's data also incorporated the 3% COLA adjustment for all classifications. The Compensation Study Report is included as Attachment 1 and recommended setting the total compensation at 62.5<sup>th</sup> percentile in an effort to retain and attract qualified employees.

The MOU with AFSCME (union), for the represented employees, also expired in June 2025, coinciding with the salary survey. The compensation survey information is also used to develop the new MOU for the next three years.

At the 62.5<sup>th</sup> percentile, there are a few positions that are of note in comparison with agencies in the region as 5% is the typical benchmark for salary adjustment considerations per the consultant.

- **Business Operation Specialist:** The compensation for the position appears to be 32.3% higher than agencies in the region. There are three comparable agencies, City of Folsom, City of Roseville, and El Dorado Irrigation District in which the compared classifications are Administrative Technician. This position is unique to CWD and the job description was significantly changed in September 2024 to show this classification as a professional/senior level classification with advanced data review and analytical abilities, budget development and management, and regulatory compliance review and reporting. With the advanced technical

ability, this classification can be utilized in either Finance or Engineering department. The Administrative Technician classification in the three comparable agencies is inconsistent with CWD's job description.

- **Distribution Superintendent:** The Distribution Superintendent position appears to be 8.1% higher than the 6 surrounding comparable agencies. The position received additional two steps, for a total of 7 steps, in an effort to retain and competitively recruit a new employee. The 2 higher steps expired in June 30, 2025 and staff recommends to keep the higher 2 steps and remove the lower two steps consistent with all other positions.
- **Billing Supervisor:** The Billing Supervisor position is 7.4% higher than the surrounding agencies with 5 comparable agencies. Staff recommends removing the lower three steps and keeping a five step salary schedule in line with all other positions and be in compliance with CalPERS guidance.
- **Finance Manager and Production Superintendent:** The compensations for these two positions are lower than the surrounding agencies, Finance Manager is 3.24% lower and Production Superintendent is 7.76% lower. Staff recommends 8% salary adjustment (inclusive of the 3% COLA adjustment, not in addition to the COLA) for these two positions bringing the Finance Manager to 0.64% above the 62.5 percentile while the Production Superintendent is 3.61% lower than the 62.5 percentile. The Production Superintendent position in comparative agencies have T5 licensure while CWD requires only T4.
- **Distribution and Treatment Operators:** As part of the collective bargaining, all Distribution and Treatment Operators will receive 5% salary adjustment, inclusive of the 3% COLA adjustment. The adjustment are in line with the 62.5 percentile of surrounding agencies.

These changes are reflected in the draft FY 25-26 Salary Schedule, in Attachment 2.

As discussed with the Board last month, part of the total compensation review includes a review of the medical insurance contribution by the employers. Currently CWD contributes up to \$2,597, based on a formula developed in line with Blue Shield Trio HMO plan in 2022 plus a 6% increase a year. Subsequently, Blue Shield Trio had major increases, similar to other medical plans and CWD's current contribution only covers the lowest medical plan. The proposed annual medical insurance coverage would be 95% of the average premium costs of five plans in CalPERS's Sacramento Area Region plans: Blue Shield Access+ HMO, Blue Shield Trio HMO, Kaiser Permanente, PERS Gold, and Western Health Advantage. The average of five plans would average out large premium increases and employees would also cost share part of their medical insurance benefits. Based on the proposed rates for 2026 CalPERS Sacramento Area Region, staff recommends that the maximum family contribution by CWD is \$2,830 with expected contribution of \$1,089 for single person and \$2,177 for 2-party coverage. The maximum contribution of \$2,830 is different from the data used in the Compensation Study Report as it was negotiated after the completion of the report. The difference between the new proposed rate and the current contribution is \$233, a minimal impact on the total compensation. The total compensation for all positions still stayed within the 5% of the benchmark of the 62.5% for total compensation. If approved by the Board, staff will bring back CWD Policy 6000: Health and Welfare Benefits next month.

Additionally, the negotiation with AFSCME resulted in a vacation “cash out” provision, which states that CWD will allow a represented employee to cash out up to 80 hours of accrued vacation leave in the first pay period in December where the employee has a minimum level of 100 hours of accrued vacation leave remaining following the cash out. Currently CWD’s Policy 5030: Vacation allows for a vacation accrual up to 300 hours. This cash out provision would decrease CWD’s finance liability when employees are carrying lower vacation balances. Another adjustment is the vacation leave accrual rate for years of continuous employment. The table is updated so the increase in vacation accrual is consistent at every 5-year interval, including the first year of employment (0 year) and a maximum accrual starting at 20<sup>th</sup> year. If approved by the Board, staff will bring back CWD Policy 5030: Vacation next month, as shown in Attachment 3.

Other minor items for the AFSCME MOU includes an adjustment of the on-call duty rate to be twice the employee’s hourly rate, instead of a flat rate, and a holiday pay of twice the employee’s hourly rate for time actually worked on the holiday. These provisions are to encourage the use of CWD employees for on-call and emergency work and reduce the use and cost for the on-call contractor.

The complete draft MOU is in Attachment 4 and the salary schedule resolution is in Attachment 5

### **FINANCIAL IMPACT**

For comparative purposes, the monthly Financial Impact to the District is \$243,714 for salary and medical insurance contributions for the positions analyzed. The 3% COLA only adjustment with current medical contribution is \$206,277, which is a difference of less than \$40,000 a month. With an operational budget of over \$10M a year, the difference is less than 1% of the overall budget. Please note that this is only for illustration purposes as not every employee for each classification is 1) included, 2) at the highest step, 3) using CWD offered medical insurance, and 4) at the family plan medical rate.

### **RECOMMENDATION**

Staff recommends that the Board of Directors approve the Memorandum of Understanding with AFSCME, Local 146 for Represented Employees, and Resolution 07212025-01, A Resolution Adopting the Carmichael Water District Fiscal Year 2025-2026 Salary Schedule.

### **ATTACHMENT(S)**

1. Compensation Study Report
2. Draft FY 25-26 salary schedule
3. Updated Policy 5030: Vacation
4. Draft AFSCME MOU
5. Resolution 07212025-01, A Resolution Adopting the Carmichael Water District Fiscal Year 2025-2026 Salary Schedule

## ATTACHMENT 1

BRYCE  
CONSULTING

## CARMICHAEL WATER DISTRICT 2025 COMPENSATION STUDY REPORT

Prepared By  
Bryce Consulting, Inc.  
1024 Iron Point Road, Suite 100  
Folsom, CA 95630  
916-974-0199



July 2025



## TABLE OF CONTENTS

---

Section I	Project Overview	3
Section II	Compensation Survey Parameters	4
Section III	Compensation Survey Results	8
Appendices		
	Appendix A – Detailed Market Datasheets	A
	Appendix B – Miscellaneous Benefit Data	B

## SECTION I - PROJECT OVERVIEW

---

Bryce Consulting was retained by the Carmichael Water District to conduct a comprehensive compensation study of District classifications. This report presents the compensation survey results and includes:

- Section I      Project Overview
- Section II     Compensation Survey Parameters
- Section III    Compensation Survey Results

### STUDY OBJECTIVES

The study consisted of the following objectives:

- Collect and analyze base salary and benefit data for the survey classifications.
- Prepare and present a comprehensive report outlining the methodology and results.

## SECTION II – COMPENSATION SURVEY PARAMETERS

---

This section of the report presents the compensation survey parameters and includes:

- Review of labor market employers
- Identification of survey classes
- Survey scope
- Survey methodology

### SURVEY EMPLOYERS

The overall objective in selecting survey employers is to define as accurately as possible the District's "Labor Market." A labor market consists of those employers with whom the District might compete with for employees. The criteria typically utilized in identifying those employers include the following:

- **EMPLOYER SIZE** - As a general rule, the more similar employers are in size and complexity, the greater the likelihood that comparable positions exist within both organizations. Specifically, agencies of similar size to the District are likely to have departmental structures and organization of positions more similar to the District than organizations that are significantly larger or smaller in size.
- **GEOGRAPHIC PROXIMITY** - Geographic proximity is another factor utilized in identifying an appropriate labor market. This factor is particularly important because it identifies those employers that the District must directly compete with to recruit and retain quality staff.
- **NATURE OF SERVICES PROVIDED** - As a general rule, similar organizations are selected as survey employers, because they provide similar services. This is important for the following reasons:
  - Employers who provide similar services are most likely to compete with one another for employees.
  - These employers are most likely to have comparable jobs.
  - These employers are most likely to have similar organizational characteristics.

### LABOR MARKET

The study consisted of the same agencies that were surveyed in 2022 which included 11 agencies that were previously approved by the Board of Directors and an additional four that were added, as a reference, in 2022. All agencies surveyed were able to participate in the process.

<b>Table 1</b>
<b>Survey Agencies</b>
<b><i>Approved Agencies</i></b>
Citrus Heights Water District
City of Folsom
City of Roseville
City of Sacramento
El Dorado Irrigation District
Elk Grove Water District
Fair Oaks Water District
Placer County Water Agency
Sacramento County
Sacramento Suburban Water District
San Juan Water District
<b><i>Additional Agencies</i></b>
City of Fairfield
City of Vallejo
South San Joaquin Irrigation District
Stockton East Water District

## **SURVEY CLASSES**

Survey classes, as displayed in **Table 2**, are generally selected utilizing the following criteria:

- The survey classifications should have a significant relationship to other classes in their occupational group. This ensures that they will make good reference points in relating and establishing salaries for other classes within their occupational group.
- They should be reasonably well known and able to be clearly and concisely described. This enables the employer to more easily communicate with survey employers in establishing accurate comparabilities for the survey classes.
- They should be classes for which counterparts can readily be found in other agencies so that sufficient compensation data can be gathered.

<b>TABLE 2</b>
<b>SURVEY CLASSIFICATIONS</b>
Administrative Specialist II
Billing Specialist II
Billing Supervisor
Business Operations Specialist
Distribution Operator II
Distribution Operator III
Distribution Superintendent
Engineer-Associate Civil
Engineering Manager

TABLE 2 SURVEY CLASSIFICATIONS
Finance Manager
General Manager
GIS Specialist
Production Superintendent
Senior Accountant
Treatment Operator II
Treatment Operator III
Treatment Operator IV
Water Efficiency Specialist II

### **SURVEY SCOPE**

The scope of the survey included the labor market agencies previously presented. The data collected for each survey class included:

- Title of each comparable class
- Entry and top step monthly salary
- Cash add-ons to base salary including:
  - ◆ Employer pick-up of the employee contribution for retirement for new “classic” employees
  - ◆ Employer contribution towards deferred compensation
  - ◆ Longevity pay at year 10
- Employer contributions for insurances (cafeteria, health, dental, vision, life, and long-term disability)
- Employer contribution to Retiree Health Savings Plan
- Social Security/Medi-Care
- Amount the employee pays towards the employer’s portion of retirement
- Cost of living information including date and amount of next increase
- Retirement practices including employer’s share, benefit, formula and plan
- Leave benefits (vacation, sick, holiday, administrative/management)
- Retiree health benefits

### **SURVEY METHODOLOGY**

The survey methodology used by Bryce Consulting included:

- Utilizing the agencies’ websites to collect salary and benefit data and to compare job descriptions, where available.
- Following up the survey agencies to collect additional information and seek clarification.
- Reviewing the draft data with the General Manager and Compensation Committee of the Board of Directors.

In addition to the collection of base salary and benefit information, careful efforts were made to document the full range of duties and requirements of the job classes determined to be comparable to the District's classes. This included the collection of:

- Reporting relationships
- Functional areas of responsibility
- The class's relationship to other classes in the series

For each classification using maximum base salary, total cash, and total compensation as the basis of comparison, the District's position was compared to the labor market to determine the percentage the District is above or below the labor market 50<sup>th</sup> percentile, 62.5<sup>th</sup> percentile, and mean. The data is effective July 2025.

It is important to note that the District is not unlike other smaller organizations in that there are hybrid positions that perform duties that may be performed by multiple classifications in another agency. Where that occurs, the consultant selected the highest paid classification in the survey agency, as classifications are paid for the most complex work performed.

With respect to the labor market position, given the technical nature of the classifications, setting salaries at the labor market median may not be high enough to remain competitive. It is recommended that the District consider the 62.5<sup>th</sup> percentile in an effort to retain and attract qualified staff.

### SECTION III – COMPENSATION SURVEY RESULTS

This section of the report presents the compensation survey findings including base salary, total cash, and total compensation. In addition, miscellaneous benefit data is presented including cost of living information, retirement practices, retiree health benefits, and leave benefits.

As indicated in the previous section, the survey involved the collection of compensation information for each of the survey classes from the labor market employers identified. **Table 3** displays the comparability for each survey classification.

<b>TABLE 3 COMPARABILITY</b>	
<b>Survey Classification</b>	<b>Number of Comparable Classes</b>
<b><i>Approved Agencies</i></b>	
Administrative Specialist II	9
Billing Specialist II	11
Billing Supervisor	5
Business Operations Specialist	3
Distribution Operator II	10
Distribution Operator III	6
Distribution Superintendent	6
Engineer-Associate Civil	10
Engineering Manager	7
Finance Manager	11
General Manager	7
GIS Specialist	9
Production Superintendent	3
Senior Accountant	8
Treatment Operator II	10
Treatment Operator III	7
Treatment Operator IV	2
Water Efficiency Specialist II	7
<b><i>All Agencies</i></b>	
Administrative Specialist II	12
Billing Specialist II	15
Billing Supervisor	7
Business Operations Specialist	4
Distribution Operator II	11
Distribution Operator III	7
Distribution Superintendent	8
Engineer-Associate Civil	13

TABLE 3 COMPARABILITY	
Survey Classification	Number of Comparable Classes
Engineering Manager	9
Finance Manager	15
General Manager	9
GIS Specialist	12
Production Superintendent	6
Senior Accountant	12
Treatment Operator II	13
Treatment Operator III	11
Treatment Operator IV	6
Water Efficiency Specialist II	8

### BASE SALARY SURVEY RESULTS

The data has been organized into a series of tables that summarize the District's relationship to the labor market for each class. The detailed market compensation survey datasheets are presented in **Appendix A** of this report. While the 50<sup>th</sup> percentile, 62.5<sup>th</sup> percentile, and mean were calculated, for the purposes of the report, only the 50<sup>th</sup> and 62.5<sup>th</sup> percentile are represented in the following tables. Appendix A also provides all calculations including the mean. **Table 4** summarizes for each classification how the District's base salaries compare to the labor market. The following data is presented:

- Title of the District's classification
- The District's current maximum monthly base salary for each classification
- The 50<sup>th</sup> percentile of the labor market for maximum monthly base salary
- Percentage the District's maximum base salary is above or below the 50<sup>th</sup> percentile of the labor market
- The 62.5<sup>th</sup> percentile of the labor market for maximum monthly base salary
- Percentage the District's maximum base salary is above or below the 62.5<sup>th</sup> percentile of the labor market

TABLE 4  
SUMMARY OF BASE SALARY



Survey Classification	CWD Maximum Base Salary	Labor Market 50th Approved Agencies	% CWD Is Above or Below Labor Market 50th Approved Agencies	Labor Market 50th All Agencies	% CWD Is Above or Below Labor Market 50th All Agencies	Labor Market 62.5th Approved Agencies	% CWD Is Above or Below Labor Market 62.5th Approved Agencies	Labor Market 62.5th All Agencies	% CWD Is Above or Below Labor Market 62.5th All Agencies
Administrative Specialist II	\$9,717	\$9,805	-0.91%	\$9,845	-1.31%	\$9,884	-1.72%	\$9,932	-2.21%
Billing Specialist II	\$6,633	\$6,374	3.91%	\$6,374	3.91%	\$6,416	3.28%	\$6,434	3.00%
Billing Supervisor	\$9,456	\$8,135	13.97%	\$8,135	13.97%	\$8,777	7.19%	\$9,097	3.80%
Business Operations Specialist	\$9,456	\$6,828	27.80%	\$6,870	27.35%	\$6,849	27.57%	\$6,902	27.02%
Distribution Operator II	\$7,664	\$7,630	0.45%	\$7,637	0.36%	\$7,806	-1.85%	\$7,856	-2.51%
Distribution Operator III	\$8,679	\$8,384	3.40%	\$9,019	-3.92%	\$9,019	-3.92%	\$9,023	-3.97%
Distribution Superintendent	\$13,758	\$12,207	11.27%	\$12,722	7.53%	\$12,858	6.54%	\$13,113	4.68%
Engineer-Associate Civil	\$12,141	\$12,045	0.79%	\$12,020	0.99%	\$12,153	-0.10%	\$12,136	0.04%
Engineering Manager	\$18,035	\$16,371	9.23%	\$16,371	9.23%	\$17,758	1.54%	\$17,182	4.73%
Finance Manager	\$15,893	\$14,953	5.91%	\$14,953	5.91%	\$16,449	-3.50%	\$15,945	-0.33%
General Manager	\$20,231	\$22,972	-13.55%	\$23,351	-15.42%	\$25,395	-25.53%	\$26,000	-28.52%
GIS Specialist	\$8,091	\$7,797	3.63%	\$7,867	2.76%	\$7,937	1.90%	\$8,153	-0.77%
Production Superintendent	\$14,118	\$15,262	-8.10%	\$15,484	-9.68%	\$15,611	-10.58%	\$15,826	-12.10%
Senior Accountant	\$9,319	\$8,841	5.14%	\$8,953	3.93%	\$8,975	3.69%	\$9,041	2.99%
Treatment Operator II	\$7,580	\$7,941	-4.77%	\$7,908	-4.33%	\$8,013	-5.71%	\$8,005	-5.61%
Treatment Operator III	\$8,795	\$8,940	-1.65%	\$9,019	-2.54%	\$8,999	-2.32%	\$9,444	-7.37%
Treatment Operator IV	\$10,255	\$9,811	4.33%	\$10,780	-5.12%	\$10,046	2.03%	\$10,868	-5.98%
Water Efficiency Specialist II	\$7,610	\$7,419	2.51%	\$7,489	1.59%	\$7,524	1.13%	\$7,665	-0.73%

### TOTAL CASH SURVEY RESULTS

Total cash represents the maximum base salary plus the agencies' contribution towards the employees' share of retirement, deferred compensation, plus longevity pay, up to and including year 10. **Table 5** displays how the District compares to the labor market with respect to total cash for each classification. The following data is presented:

- Title of the District's classification

- The District's current total cash for each classification
- The 50<sup>th</sup> percentile of the labor market for total cash
- Percentage the District's total cash is above or below the 50<sup>th</sup> percentile of the labor market
- The 62.5<sup>th</sup> percentile of the labor market for total cash
- Percentage the District's total cash is above or below the 62.5<sup>th</sup> percentile of the labor market

**TABLE 5  
SUMMARY OF TOTAL CASH**

<b>Survey Classification</b>	<b>CWD Maximum Total Cash</b>	<b>Labor Market 50th Approved Agencies</b>	<b>% CWD Is Above or Below Labor Market 50th Approved Agencies</b>	<b>Labor Market 50th All Agencies</b>	<b>% CWD Is Above or Below Labor Market 50th All Agencies</b>	<b>Labor Market 62.5th Approved Agencies</b>	<b>% CWD Is Above or Below Labor Market 62.5th Approved Agencies</b>	<b>Labor Market 62.5th All Agencies</b>	<b>% CWD Is Above or Below Labor Market 62.5th All Agencies</b>
Administrative Specialist II	\$9,717	\$9,805	-0.91%	\$10,018	-3.10%	\$10,231	-5.29%	\$10,428	-7.32%
Billing Specialist II	\$6,633	\$6,533	1.51%	\$6,497	2.05%	\$6,692	-0.89%	\$6,590	0.64%
Billing Supervisor	\$9,456	\$8,338	11.82%	\$8,338	11.82%	\$8,878	6.11%	\$9,148	3.26%
Business Operations Specialist	\$9,456	\$7,099	24.93%	\$7,410	21.64%	\$7,254	23.29%	\$7,643	19.18%
Distribution Operator II	\$7,664	\$7,871	-2.70%	\$8,032	-4.80%	\$8,204	-7.05%	\$8,145	-6.28%
Distribution Operator III	\$8,679	\$8,557	1.41%	\$9,170	-5.66%	\$9,186	-5.84%	\$9,264	-6.75%
Distribution Superintendent	\$13,758	\$13,152	4.41%	\$13,152	4.41%	\$13,451	2.23%	\$13,875	-0.85%
Engineer-Associate Civil	\$12,141	\$12,267	-1.04%	\$12,321	-1.48%	\$12,352	-1.74%	\$12,752	-5.03%
Engineering Manager	\$18,035	\$17,778	1.43%	\$17,182	4.73%	\$18,110	-0.41%	\$17,778	1.43%
Finance Manager	\$15,893	\$16,102	-1.32%	\$16,102	-1.32%	\$17,030	-7.15%	\$16,629	-4.63%
General Manager	\$20,231	\$23,661	-16.95%	\$23,661	-16.95%	\$25,693	-27.00%	\$26,370	-30.34%
GIS Specialist	\$8,091	\$8,135	-0.55%	\$8,160	-0.85%	\$8,284	-2.38%	\$8,271	-2.23%
Production Superintendent	\$14,118	\$16,101	-14.04%	\$16,256	-15.14%	\$16,241	-15.04%	\$16,442	-16.46%
Senior Accountant	\$9,319	\$9,024	3.17%	\$9,024	3.17%	\$9,285	0.37%	\$9,598	-2.99%
Treatment Operator II	\$7,580	\$8,071	-6.48%	\$8,036	-6.02%	\$8,331	-9.91%	\$8,286	-9.31%
Treatment Operator III	\$8,795	\$9,334	-6.13%	\$9,347	-6.27%	\$9,343	-6.23%	\$9,798	-11.40%
Treatment Operator IV	\$10,255	\$9,811	4.33%	\$10,899	-6.28%	\$10,046	2.03%	\$11,075	-8.00%
Water Efficiency	\$7,610	\$7,419	2.51%	\$7,864	0.34%	\$7,666	-0.74%	\$7,864	-3.34%

**TABLE 5  
SUMMARY OF TOTAL CASH**

Survey Classification	CWD Maximum Total Cash	Labor Market 50th Approved Agencies	% CWD Is Above or Below Labor Market 50th Approved Agencies	Labor Market 50th All Agencies	% CWD Is Above or Below Labor Market 50th All Agencies	Labor Market 62.5th Approved Agencies	% CWD Is Above or Below Labor Market 62.5th Approved Agencies	Labor Market 62.5th All Agencies	% CWD Is Above or Below Labor Market 62.5th All Agencies
Specialist II									

### TOTAL COMPENSATION SURVEY RESULTS

Total compensation represents the elements included in total cash plus the agencies' contribution towards a cafeteria plan, health, dental, vision, life insurance, long-term disability, retiree health savings plan, Social Security, minus the employers' share of retirement paid by the employee. **Table 6** displays how the District compares to the labor market with respect to total compensation. The following data is presented:

- Title of the District's classification
- The District's current total compensation for each classification
- The 50<sup>th</sup> percentile of the labor market for total compensation
- Percentage the District's total compensation is above or below the 50<sup>th</sup> percentile of the labor market
- The 62.5<sup>th</sup> percentile of the labor market for total compensation
- Percentage the District's total compensation is above or below the 62.5th percentile of the labor market

**TABLE 6  
SUMMARY OF TOTAL COMPENSATION**

Survey Classification	CWD Maximum Total Compensation	Labor Market 50th Approved Agencies	% CWD IS Above or Below Labor Market 50th Approved Agencies	Labor Market 50th All Agencies	% CWD IS Above or Below Labor Market 50th All Agencies	Labor Market 62.5th Approved Agencies	% CWD IS Above or Below Labor Market 62.5th Approved Agencies	Labor Market 62.5th All Agencies	% CWD IS Above or Below Labor Market 62.5th All Agencies
Administrative Specialist II	\$13,248	\$13,169	0.60%	\$13,342	-0.71%	\$13,368	-0.91%	\$13,393	-1.10%
Billing Specialist II	\$9,919	\$9,548	3.74%	\$9,548	3.74%	\$9,729	1.91%	\$9,931	-0.13%
Billing Supervisor	\$12,967	\$11,577	10.72%	\$11,577	10.72%	\$12,264	5.42%	\$12,608	2.78%
Business Operations Specialist	\$12,967	\$9,928	23.44%	\$9,983	23.01%	\$9,956	23.23%	\$10,025	22.69%

**TABLE 6  
SUMMARY OF TOTAL COMPENSATION**

<b>Survey Classification</b>	<b>CWD Maximum Total Compensation</b>	<b>Labor Market 50th Approved Agencies</b>	<b>% CWD IS Above or Below Labor Market 50th Approved Agencies</b>	<b>Labor Market 50th All Agencies</b>	<b>% CWD IS Above or Below Labor Market 50th All Agencies</b>	<b>Labor Market 62.5th Approved Agencies</b>	<b>% CWD IS Above or Below Labor Market 62.5th Approved Agencies</b>	<b>Labor Market 62.5th All Agencies</b>	<b>% CWD IS Above or Below Labor Market 62.5th All Agencies</b>
Distribution Operator II	\$11,034	\$10,742	2.65%	\$10,670	3.30%	\$10,951	0.76%	\$10,869	1.50%
Distribution Operator III	\$12,130	\$12,198	-0.56%	\$12,129	0.01%	\$12,376	-2.03%	\$12,233	-0.85%
Distribution Superintendent	\$17,598	\$15,945	9.39%	\$16,214	7.86%	\$16,360	7.03%	\$16,628	5.51%
Engineer-Associate Civil	\$15,857	\$15,705	0.96%	\$15,536	2.02%	\$15,924	-0.42%	\$15,914	-0.36%
Engineering Manager	\$21,994	\$20,084	8.68%	\$20,084	8.68%	\$22,050	-0.25%	\$21,144	3.87%
Finance Manager	\$19,821	\$18,803	5.13%	\$18,803	5.13%	\$20,673	-4.30%	\$19,935	-0.58%
General Manager	\$24,222	\$28,088	-15.96%	\$28,088	-15.96%	\$29,914	-23.50%	\$30,523	-26.01%
GIS Specialist	\$11,496	\$11,203	2.55%	\$11,361	1.17%	\$11,358	1.20%	\$11,375	1.05%
Production Superintendent	\$17,986	\$19,094	-6.16%	\$19,371	-7.70%	\$19,601	-8.98%	\$19,832	-10.26%
Senior Accountant	\$12,820	\$12,353	3.64%	\$12,375	3.47%	\$12,487	2.60%	\$12,541	2.18%
Treatment Operator II	\$10,943	\$11,050	-0.98%	\$11,067	-1.13%	\$11,266	-2.95%	\$11,337	-3.60%
Treatment Operator III	\$12,256	\$12,021	1.92%	\$12,267	-0.10%	\$12,082	1.41%	\$12,561	-2.49%
Treatment Operator IV	\$13,827	\$13,612	1.56%	\$14,126	-2.16%	\$13,925	-0.71%	\$14,757	-6.73%
Water Efficiency Specialist II	\$10,975	\$10,795	1.64%	\$10,868	0.98%	\$10,904	0.65%	\$11,049	-0.67%

#### **RELATIONSHIP TO THE MARKET**

With respect to the approved agencies, on average, for all survey classifications surveyed, the District is 3.52% above market for base salary, 0.30% above of the market for total cash, and 2.94% above the market for total compensation when compared to the 50<sup>th</sup> percentile. For all agencies surveyed, the District is 1.96% above market for base salary, 1.09% below of the market for total cash, and 2.35% above the market for total compensation when compared to the 50<sup>th</sup> percentile.

When compared to the 62.5<sup>th</sup> percentile, for the approved agencies, the District is 0.02% below market for base salary, 3.09% below of the market for total cash, and 0.08% below the market for total

compensation. For all agencies surveyed, the District is 1.32% below market for base salary, 5.02% below of the market for total cash, and 0.36% below the market for total compensation.

#### **MISCELLANEOUS BENEFIT DATA**

The tables provided in **Appendix B** present the miscellaneous benefit data that was collected including cost of living information, retirement practices, leave benefits, and retiree health benefits.

#### **COST OF LIVING INCREASE – APPENDIX B - TABLE 1**

With respect to cost of living, the District's last increase was in July 2024 in the amount of 5%. For represented and unrepresented classes, the approved adjustment is 3% and would be implemented based on the results of the salary study.

With respect to the responding agencies, seven agencies received an increase in 2025, ranging from 1.7% to 4%. Five agencies have an increase scheduled for later in 2025. For four of the agencies, the amount is yet to be determined and for one agency, the scheduled increase is 5%. Any increases effective July 2025 have been included in the datasheets.

#### **RETIREMENT PRACTICES – APPENDIX B - TABLE 2**

The District has a CalPERS retirement plan with a benefit of 2% @ 55 and formula of Single Highest Year for Classic tier employees.

Of the responding agencies, 14 have a CalPERS retirement plan and one is a 1937 Act Agency. Eight agencies have a benefit of 2% @ 55; two have a benefit of 2.5% @ 55; three have a benefit of 2.7% @ 55; one has a benefit of 3% @ 60; and one has a benefit of 1.92% @ 60. Nine have a formula of Highest 3 Year Average and six have a formula of Single Highest Year.

#### **LEAVE BENEFITS – APPENDIX B – TABLES 4 - 5**

The District offers 96 hours of vacation leave at year 1; 120 hours at year 5; 144 hours at year 10; 176 hours at year 15; and 176 hours at year 20. The District provides 12 days of sick leave with an unlimited accrual, recognizes 12 holidays, and provides 80 hours of administrative leave for the General Manager, Finance Manager, and Engineering Manager.

Two of the survey agencies have annual leave whereby vacation and sick leave are combined. Of those with separate leave banks, the labor market for average vacation leave is 79 – 86 hours at year 1, depending on bargaining unit; 116 hours at year 5; 142 – 145 hours at year 10; 166 - 167 hours at year 15; and 186 - 191 hours at year 20. The majority of the survey agencies provide 12 days of sick leave with 10 providing an unlimited accrual, including Carmichael Water District. The labor market average for holidays is 13, with one agency also providing December 26 – 31 as a paid furlough. 13 agencies provide administrative/management leave with the amount varying by agency and classification.

## **RETIREE HEALTH BENEFITS – APPENDIX B – TABLE 5**

The District does not contribute to a retiree health savings account but does contribute to post employment retiree health benefits with 50% of the cost paid by the District with 10 years of service and an additional 5% for each additional year of service up to 100% with 20 years of service for retiree, retiree plus one, and retiree plus two.

Five of the agencies contribute to a retiree health savings account. Seven agencies contribute to post employment retiree health benefits ranging from the PEMCHA minimum to 100%, depending on years of service for retiree only, six contribute the PEMCHA minimum to 100%, for retiree plus one, and four contribute the PEMCHA minimum to 100% for retiree plus two.

## **APPENDIX A**

### **DETAILED MARKET DATASHEETS**

## **APPENDIX B**

### **MISCELLANEOUS BENEFITS**



	Approved Agencies									
	50th Percentile			50th Percentile			50th Percentile			
Survey Classification	Base Salary			Total Cash			Total Compensation			Comparability
	Carmichael Water District Maximum Base Salary	Labor Market 50th percentile Base Salary	% Carmichael Water District Is Above or Below Labor Market 50th percentile	Carmichael Water District Total Cash	Labor Market 50th percentile Total Cash	% Carmichael Water District Is Above or Below Labor Market 50th percentile	Carmichael Water District Total Compensation	Labor Market 50th percentile Total Compensation	% Carmichael Water District Is Above or Below Labor Market 50th percentile	
Administrative Specialist II	\$9,717	\$9,805	-0.91%	\$9,717	\$9,805	-0.91%	\$13,248	\$13,169	0.60%	9
Billing Specialist II	\$6,633	\$6,374	3.91%	\$6,633	\$6,533	1.51%	\$9,919	\$9,548	3.74%	11
Billing Supervisor	\$9,456	\$8,135	13.97%	\$9,456	\$8,338	11.82%	\$12,967	\$11,577	10.72%	5
Business Operations Specialist	\$9,456	\$6,828	27.80%	\$9,456	\$7,099	24.93%	\$12,967	\$9,928	23.44%	3
Distribution Operator II	\$7,664	\$7,630	0.45%	\$7,664	\$7,871	-2.70%	\$11,034	\$10,742	2.65%	10
Distribution Operator III	\$8,679	\$8,384	3.40%	\$8,679	\$8,557	1.41%	\$12,130	\$12,198	-0.56%	6
Distribution Superintendent	\$13,758	\$12,207	11.27%	\$13,758	\$13,152	4.41%	\$17,598	\$15,945	9.39%	6
Engineer-Associate Civil	\$12,141	\$12,045	0.79%	\$12,141	\$12,267	-1.04%	\$15,857	\$15,705	0.96%	10
Engineering Manager	\$18,035	\$16,371	9.23%	\$18,035	\$17,778	1.43%	\$21,994	\$20,084	8.68%	7
Finance Manager	\$15,893	\$14,953	5.91%	\$15,893	\$16,102	-1.32%	\$19,821	\$18,803	5.13%	11
General Manager	\$20,231	\$22,972	-13.55%	\$20,231	\$23,661	-16.95%	\$24,222	\$28,088	-15.96%	7
GIS Specialist	\$8,091	\$7,797	3.63%	\$8,091	\$8,135	-0.55%	\$11,496	\$11,203	2.55%	9
Production Superintendent	\$14,118	\$15,262	-8.10%	\$14,118	\$16,101	-14.04%	\$17,986	\$19,094	-6.16%	3
Senior Accountant	\$9,319	\$8,841	5.14%	\$9,319	\$9,024	3.17%	\$12,820	\$12,353	3.64%	8
Treatment Operator II	\$7,580	\$7,941	-4.77%	\$7,580	\$8,071	-6.48%	\$10,943	\$11,050	-0.98%	10
Treatment Operator III	\$8,795	\$8,940	-1.65%	\$8,795	\$9,334	-6.13%	\$12,256	\$12,021	1.92%	7
Treatment Operator IV	\$10,255	\$9,811	4.33%	\$10,255	\$9,811	4.33%	\$13,827	\$13,612	1.56%	2
Water Efficiency Specialist II	\$7,610	\$7,419	2.51%	\$7,610	\$7,419	2.51%	\$10,975	\$10,795	1.64%	7
		Average	3.52%		Average	0.30%		Average	2.94%	

	All Agencies									
	50th Percentile									
	Base Salary			Total Cash			Total Compensation			
	Carmichael Water District Maximum Base Salary	Labor Market 50th percentile Base Salary	% Carmichael Water District Is Above or Below Labor Market 50th percentile	Carmichael Water District Total Cash	Labor Market 50th percentile Total Cash	% Carmichael Water District Is Above or Below Labor Market 50th percentile	Carmichael Water District Total Compensation	Labor Market 50th percentile Total Compensation	% Carmichael Water District Is Above or Below Labor Market 50th percentile	
Survey Classification										Comparability
Administrative Specialist II	\$9,717	\$9,845	-1.31%	\$9,717	\$10,018	-3.10%	\$13,248	\$13,342	-0.71%	12
Billing Specialist II	\$6,633	\$6,374	3.91%	\$6,633	\$6,497	2.05%	\$9,919	\$9,548	3.74%	15
Billing Supervisor	\$9,456	\$8,135	13.97%	\$9,456	\$8,338	11.82%	\$12,967	\$11,577	10.72%	7
Business Operations Specialist	\$9,456	\$6,870	27.35%	\$9,456	\$7,410	21.64%	\$12,967	\$9,983	23.01%	4
Distribution Operator II	\$7,664	\$7,637	0.36%	\$7,664	\$8,032	-4.80%	\$11,034	\$10,670	3.30%	11
Distribution Operator III	\$8,679	\$9,019	-3.92%	\$8,679	\$9,170	-5.66%	\$12,130	\$12,129	0.01%	7
Distribution Superintendent	\$13,758	\$12,722	7.53%	\$13,758	\$13,152	4.41%	\$17,598	\$16,214	7.86%	8
Engineer-Associate Civil	\$12,141	\$12,020	0.99%	\$12,141	\$12,321	-1.48%	\$15,857	\$15,536	2.02%	13
Engineering Manager	\$18,035	\$16,371	9.23%	\$18,035	\$17,182	4.73%	\$21,994	\$20,084	8.68%	9
Finance Manager	\$15,893	\$14,953	5.91%	\$15,893	\$16,102	-1.32%	\$19,821	\$18,803	5.13%	15
General Manager	\$20,231	\$23,351	-15.42%	\$20,231	\$23,661	-16.95%	\$24,222	\$28,088	-15.96%	9
GIS Specialist	\$8,091	\$7,867	2.76%	\$8,091	\$8,160	-0.85%	\$11,496	\$11,361	1.17%	12
Production Superintendent	\$14,118	\$15,484	-9.68%	\$14,118	\$16,256	-15.14%	\$17,986	\$19,371	-7.70%	6
Senior Accountant	\$9,319	\$8,953	3.93%	\$9,319	\$9,024	3.17%	\$12,820	\$12,375	3.47%	12
Treatment Operator II	\$7,580	\$7,908	-4.33%	\$7,580	\$8,036	-6.02%	\$10,943	\$11,067	-1.13%	13
Treatment Operator III	\$8,795	\$9,019	-2.54%	\$8,795	\$9,347	-6.27%	\$12,256	\$12,267	-0.10%	11
Treatment Operator IV	\$10,255	\$10,780	-5.12%	\$10,255	\$10,899	-6.28%	\$13,827	\$14,126	-2.16%	6
Water Efficiency Specialist II	\$7,610	\$7,489	1.59%	\$7,610	\$7,583	0.34%	\$10,975	\$10,868	0.98%	8
		Average	1.96%		Average	-1.09%		Average	2.35%	

Approved Agencies										
	62.5th Percentile									
	Base Salary			Total Cash			Total Compensation			
Survey Classification	Carmichael Water District Maximum Base Salary	Labor Market 62.5th percentile Base Salary	% Carmichael Water District Is Above or Below Labor Market 62.5th percentile	Carmichael Water District Total Cash	Labor Market 62.5th percentile Total Cash	% Carmichael Water District Is Above or Below Labor Market 62.5th percentile	Carmichael Water District Total Compensation	Labor Market 62.5th percentile Total Compensation	% Carmichael Water District Is Above or Below Labor Market 62.5th percentile	Comparability
Administrative Specialist II	\$9,717	\$9,884	-1.72%	\$9,717	\$10,231	-5.29%	\$13,248	\$13,368	-0.91%	9
Billing Specialist II	\$6,633	\$6,416	3.28%	\$6,633	\$6,692	-0.89%	\$9,919	\$9,729	1.91%	11
Billing Supervisor	\$9,456	\$8,777	7.19%	\$9,456	\$8,878	6.11%	\$12,967	\$12,264	5.42%	5
Business Operations Specialist	\$9,456	\$6,849	27.57%	\$9,456	\$7,254	23.29%	\$12,967	\$9,956	23.23%	3
Distribution Operator II	\$7,664	\$7,806	-1.85%	\$7,664	\$8,204	-7.05%	\$11,034	\$10,951	0.76%	10
Distribution Operator III	\$8,679	\$9,019	-3.92%	\$8,679	\$9,186	-5.84%	\$12,130	\$12,376	-2.03%	6
Distribution Superintendent	\$13,758	\$12,858	6.54%	\$13,758	\$13,451	2.23%	\$17,598	\$16,360	7.03%	6
Engineer-Associate Civil	\$12,141	\$12,153	-0.10%	\$12,141	\$12,352	-1.74%	\$15,857	\$15,924	-0.42%	10
Engineering Manager	\$18,035	\$17,758	1.54%	\$18,035	\$18,110	-0.41%	\$21,994	\$22,050	-0.25%	7
Finance Manager	\$15,893	\$16,449	-3.50%	\$15,893	\$17,030	-7.15%	\$19,821	\$20,673	-4.30%	11
General Manager	\$20,231	\$25,395	-25.53%	\$20,231	\$25,693	-27.00%	\$24,222	\$29,914	-23.50%	7
GIS Specialist	\$8,091	\$7,937	1.90%	\$8,091	\$8,284	-2.38%	\$11,496	\$11,358	1.20%	9
Production Superintendent	\$14,118	\$15,611	-10.58%	\$14,118	\$16,241	-15.04%	\$17,986	\$19,601	-8.98%	3
Senior Accountant	\$9,319	\$8,975	3.69%	\$9,319	\$9,285	0.37%	\$12,820	\$12,487	2.60%	8
Treatment Operator II	\$7,580	\$8,013	-5.71%	\$7,580	\$8,331	-9.91%	\$10,943	\$11,266	-2.95%	10
Treatment Operator III	\$8,795	\$8,999	-2.32%	\$8,795	\$9,343	-6.23%	\$12,256	\$12,082	1.41%	7
Treatment Operator IV	\$10,255	\$10,046	2.03%	\$10,255	\$10,046	2.03%	\$13,827	\$13,925	-0.71%	2
Water Efficiency Specialist II	\$7,610	\$7,524	1.13%	\$7,610	\$7,666	-0.74%	\$10,975	\$10,904	0.65%	7
		Average	-0.02%		Average	-3.09%		Average	-0.08%	

All Agencies										
	62.5th Percentile									
	Base Salary			Total Cash			Total Compensation			
Survey Classification	Carmichael Water District Maximum Base Salary	Labor Market 62.5th percentile Base Salary	% Carmichael Water District Is Above or Below Labor Market 62.5th percentile	Carmichael Water District Total Cash	Labor Market 62.5th percentile Total Cash	% Carmichael Water District Is Above or Below Labor Market 62.5th percentile	Carmichael Water District Total Compensation	Labor Market 62.5th percentile Total Compensation	% Carmichael Water District Is Above or Below Labor Market 62.5th percentile	Comparability
Administrative Specialist II	\$9,717	\$9,932	-2.21%	\$9,717	\$10,428	-7.32%	\$13,248	\$13,393	-1.10%	12
Billing Specialist II	\$6,633	\$6,434	3.00%	\$6,633	\$6,590	0.64%	\$9,919	\$9,931	-0.13%	15
Billing Supervisor	\$9,456	\$9,097	3.80%	\$9,456	\$9,148	3.26%	\$12,967	\$12,608	2.78%	7
Business Operations Specialist	\$9,456	\$6,902	27.02%	\$9,456	\$7,643	19.18%	\$12,967	\$10,025	22.69%	4
Distribution Operator II	\$7,664	\$7,856	-2.51%	\$7,664	\$8,145	-6.28%	\$11,034	\$10,869	1.50%	11
Distribution Operator III	\$8,679	\$9,023	-3.97%	\$8,679	\$9,264	-6.75%	\$12,130	\$12,233	-0.85%	7
Distribution Superintendent	\$13,758	\$13,113	4.68%	\$13,758	\$13,875	-0.85%	\$17,598	\$16,628	5.51%	8
Engineer-Associate Civil	\$12,141	\$12,136	0.04%	\$12,141	\$12,752	-5.03%	\$15,857	\$15,914	-0.36%	13
Engineering Manager	\$18,035	\$17,182	4.73%	\$18,035	\$17,778	1.43%	\$21,994	\$21,144	3.87%	9
Finance Manager	\$15,893	\$15,945	-0.33%	\$15,893	\$16,629	-4.63%	\$19,821	\$19,935	-0.58%	15
General Manager	\$20,231	\$26,000	-28.52%	\$20,231	\$26,370	-30.34%	\$24,222	\$30,523	-26.01%	9
GIS Specialist	\$8,091	\$8,153	-0.77%	\$8,091	\$8,271	-2.23%	\$11,496	\$11,375	1.05%	12
Production Superintendent	\$14,118	\$15,826	-12.10%	\$14,118	\$16,442	-16.46%	\$17,986	\$19,832	-10.26%	6
Senior Accountant	\$9,319	\$9,041	2.99%	\$9,319	\$9,598	-2.99%	\$12,820	\$12,541	2.18%	12
Treatment Operator II	\$7,580	\$8,005	-5.61%	\$7,580	\$8,286	-9.31%	\$10,943	\$11,337	-3.60%	13
Treatment Operator III	\$8,795	\$9,444	-7.37%	\$8,795	\$9,798	-11.40%	\$12,256	\$12,561	-2.49%	11
Treatment Operator IV	\$10,255	\$10,868	-5.98%	\$10,255	\$11,075	-8.00%	\$13,827	\$14,757	-6.73%	6
Water Efficiency Specialist II	\$7,610	\$7,665	-0.73%	\$7,610	\$7,864	-3.34%	\$10,975	\$11,049	-0.67%	8
		Average	-1.32%		Average	-5.02%		Average	-0.36%	

	Approved Agencies									
	Base Salary			Total Cash			Total Compensation			
Survey Classification	Carmichael Water District Maximum Base Salary	Labor Market Mean Base Salary	% Carmichael Water District Is Above or Below Labor Market Mean	Carmichael Water District Total Cash	Labor Market Mean Total Cash	% Carmichael Water District Is Above or Below Labor Market Mean	Carmichael Water District Total Compensation	Labor Market Mean Total Compensation	% Carmichael Water District Is Above or Below Labor Market Mean	Comparability
Administrative Specialist II	\$9,717	\$9,610	1.10%	\$9,717	\$9,928	-2.17%	\$13,248	\$13,132	0.87%	9
Billing Specialist II	\$6,633	\$6,413	3.33%	\$6,633	\$6,591	0.64%	\$9,919	\$9,684	2.36%	11
Billing Supervisor	\$9,456	\$8,772	7.24%	\$9,456	\$8,962	5.23%	\$12,967	\$11,914	8.12%	5
Business Operations Specialist	\$9,456	\$6,819	27.89%	\$9,456	\$7,179	24.09%	\$12,967	\$9,920	23.50%	3
Distribution Operator II	\$7,664	\$7,601	0.82%	\$7,664	\$7,798	-1.74%	\$11,034	\$10,958	0.69%	10
Distribution Operator III	\$8,679	\$8,352	3.76%	\$8,679	\$8,510	1.94%	\$12,130	\$12,120	0.09%	6
Distribution Superintendent	\$13,758	\$12,921	6.08%	\$13,758	\$13,404	2.57%	\$17,598	\$16,846	4.27%	6
Engineer-Associate Civil	\$12,141	\$12,168	-0.22%	\$12,141	\$12,526	-3.17%	\$15,857	\$15,853	0.03%	10
Engineering Manager	\$18,035	\$17,010	5.69%	\$18,035	\$17,530	2.80%	\$21,994	\$21,175	3.72%	7
Finance Manager	\$15,893	\$15,883	0.06%	\$15,893	\$16,400	-3.19%	\$19,821	\$19,996	-0.88%	11
General Manager	\$20,231	\$23,876	-18.02%	\$20,231	\$24,256	-19.89%	\$24,222	\$28,452	-17.47%	7
GIS Specialist	\$8,091	\$7,914	2.18%	\$8,091	\$8,155	-0.79%	\$11,496	\$11,131	3.17%	9
Production Superintendent	\$14,118	\$14,828	-5.03%	\$14,118	\$15,275	-8.19%	\$17,986	\$18,728	-4.13%	3
Senior Accountant	\$9,319	\$8,951	3.95%	\$9,319	\$9,210	1.17%	\$12,820	\$12,410	3.20%	8
Treatment Operator II	\$7,580	\$8,006	-5.63%	\$7,580	\$8,209	-8.31%	\$10,943	\$11,343	-3.66%	10
Treatment Operator III	\$8,795	\$8,845	-0.57%	\$8,795	\$9,112	-3.61%	\$12,256	\$12,150	0.86%	7
Treatment Operator IV	\$10,255	\$9,811	4.33%	\$10,255	\$9,811	4.33%	\$13,827	\$13,612	1.56%	2
Water Efficiency Specialist II	\$7,610	\$7,361	3.26%	\$7,610	\$7,550	0.78%	\$10,975	\$10,572	3.68%	7
		Average	2.24%		Average	-0.42%		Average	1.67%	

	All Agencies									
	Base Salary			Total Cash			Total Compensation			
	Carmichael Water District Maximum Base Salary	Labor Market Mean Base Salary	% Carmichael Water District Is Above or Below Labor Market Mean	Carmichael Water District Total Cash	Labor Market Mean Total Cash	% Carmichael Water District Is Above or Below Labor Market Mean	Carmichael Water District Total Compensation	Labor Market Mean Total Compensation	% Carmichael Water District Is Above or Below Labor Market Mean	
Survey Classification										Comparability
Administrative Specialist II	\$9,717	\$9,664	0.55%	\$9,717	\$10,094	-3.88%	\$13,248	\$13,239	0.07%	12
Billing Specialist II	\$6,633	\$6,366	4.02%	\$6,633	\$6,543	1.36%	\$9,919	\$9,687	2.33%	15
Billing Supervisor	\$9,456	\$8,757	7.39%	\$9,456	\$9,078	4.00%	\$12,967	\$11,890	8.31%	7
Business Operations Specialist	\$9,456	\$7,026	25.70%	\$9,456	\$7,343	22.34%	\$12,967	\$10,023	22.70%	4
Distribution Operator II	\$7,664	\$7,623	0.54%	\$7,664	\$7,819	-2.02%	\$11,034	\$10,919	1.05%	11
Distribution Operator III	\$8,679	\$8,458	2.55%	\$8,679	\$8,623	0.64%	\$12,130	\$12,072	0.48%	7
Distribution Superintendent	\$13,758	\$12,989	5.59%	\$13,758	\$13,568	1.38%	\$17,598	\$16,805	4.50%	8
Engineer-Associate Civil	\$12,141	\$12,088	0.43%	\$12,141	\$12,574	-3.57%	\$15,857	\$15,842	0.10%	13
Engineering Manager	\$18,035	\$16,883	6.39%	\$18,035	\$17,287	4.15%	\$21,994	\$20,978	4.62%	9
Finance Manager	\$15,893	\$15,772	0.76%	\$15,893	\$16,399	-3.18%	\$19,821	\$19,928	-0.54%	15
General Manager	\$20,231	\$24,054	-18.89%	\$20,231	\$24,612	-21.66%	\$24,222	\$28,811	-18.95%	9
GIS Specialist	\$8,091	\$8,010	1.00%	\$8,091	\$8,242	-1.86%	\$11,496	\$11,395	0.88%	12
Production Superintendent	\$14,118	\$15,716	-11.31%	\$14,118	\$16,561	-17.30%	\$17,986	\$19,927	-10.79%	6
Senior Accountant	\$9,319	\$9,099	2.36%	\$9,319	\$9,475	-1.67%	\$12,820	\$12,661	1.24%	12
Treatment Operator II	\$7,580	\$7,875	-3.89%	\$7,580	\$8,077	-6.56%	\$10,943	\$11,322	-3.46%	13
Treatment Operator III	\$8,795	\$9,250	-5.17%	\$8,795	\$9,500	-8.02%	\$12,256	\$12,693	-3.56%	11
Treatment Operator IV	\$10,255	\$10,574	-3.12%	\$10,255	\$10,737	-4.70%	\$13,827	\$14,343	-3.73%	6
Water Efficiency Specialist II	\$7,610	\$7,421	2.47%	\$7,610	\$7,657	-0.62%	\$10,975	\$10,793	1.66%	8
		Average	0.97%		Average	-2.29%		Average	0.38%	

Carmichael Water District Total Compensation Study 7/2025																						
New Hires, Classic Members																						
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments	
Carmichael Water District	Administrative Specialist II	\$7,994	\$9,717	0%	\$0	\$0	\$0	\$9,717	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$743	\$13,248	0%	\$0	\$13,248		
Approved Survey Agencies																						
Citrus Heights Water District	Management Analyst	\$7,589	\$10,249	0%	\$0	\$307	\$0	\$10,556	\$0	\$2,875	\$164	\$28	\$39	\$53	\$0	\$784	\$14,500	0%	\$0	\$14,500		
City of Folsom	Management Analyst	\$7,803	\$9,884	0%	\$0	\$325	\$247	\$10,456	\$0	\$1,955	\$117	\$19	\$9	\$35	\$50	\$756	\$13,397	0%	\$0	\$13,397		
City of Roseville	Management Analyst II	\$7,416	\$9,939	6.197%	\$616	\$298	\$248	\$11,102	\$2,415	inc	inc	inc	\$14	\$10	\$100	\$144	\$13,785	6.197%	\$616	\$13,169		
City of Sacramento	Administrative Analyst	\$6,252	\$8,798	0%	\$0	\$352	\$0	\$9,149	\$0	\$2,051	\$0	\$0	\$5	\$105	\$0	\$673	\$11,983	1%	\$88	\$11,895		
El Dorado Irrigation District	Administrative Analyst II	\$8,067	\$9,805	0%	\$0	\$0	\$0	\$9,805	\$0	\$2,626	\$153	\$16	\$18	\$0	\$0	\$750	\$13,368	0%	\$0	\$13,368		
Elk Grove Water District	No Comparable Class																					
Fair Oaks Water District	No Comparable Class																					
Placer County Water Agency	Clerk to the Board	\$7,268	\$9,276	0%	\$0	\$0	\$232	\$9,508	\$0	\$2,502	\$54	\$18	\$25	\$24	\$0	\$710	\$12,840	0%	\$0	\$12,840	AA; 6% added for confidential	
Sacramento County	Associate Administrative Analyst II	\$7,588	\$9,222	0%	\$0	\$0	\$231	\$9,453	\$0	\$1,893	\$119	\$0	\$1	\$0	\$54	\$705	\$12,224	1.35%	\$124	\$12,100		
Sacramento Suburban Water District	Executive Assistant to the General Manager	\$6,361	\$9,090	0%	\$0	\$0	\$0	\$9,090	\$0	\$2,551	\$212	\$21	\$27	\$23	\$0	\$695	\$12,620	0%	\$0	\$12,620	No BA required	
San Juan Water District	Administrative Assistant/Board Secretary	\$8,526	\$10,231	0%	\$0	\$0	\$0	\$10,231	\$0	\$3,042	\$149	\$19	\$34	\$44	\$0	\$783	\$14,302	0%	\$0	\$14,302	AA	
Additional Agencies																						
City of Fairfield	Management Analyst II	\$8,463	\$10,287	2.5%	\$257	\$1,070	\$0	\$11,614	\$0	\$1,973	\$112	\$14	\$12	\$15	\$50	\$149	\$13,940	5.25%	\$540	\$13,400		
City of Vallejo	Administrative Analyst II	\$8,701	\$10,577	0%	\$0	\$0	\$0	\$10,577	\$0	\$2,315	\$172	\$21	\$5	\$14	\$159	\$809	\$14,071	1%	\$106	\$13,966		
South San Joaquin Irrigation District	Executive Assistant-Clerk of the Board	\$7,081	\$8,608	8%	\$689	\$292	\$0	\$9,588	\$0	\$2,831	\$139	\$24	\$55	\$22	\$0	\$658	\$13,316	0%	\$0	\$13,316	No BA required	
Stockton East Water	No Comparable Class																					
Labor Market 50th percentile (approved agencies)		\$9,805						\$9,805											\$13,169			
% Carmichael Water District is Above or Below 50th percentile		-0.91%						-0.91%											0.60%			
Labor Market 62.5th percentile (approved agencies)		\$9,884						\$10,231											\$13,368			
% Carmichael Water District is Above or Below 62.5th percentile		-1.72%						-5.29%											-0.91%			
Labor Market Mean (approved agencies)		\$9,610						\$9,928											\$13,132			
% Carmichael Water District is Above or Below Mean		1.10%						-2.17%											0.87%			
# Of Comparable Matches		9																				
Labor Market 50th percentile (all agencies)		\$9,845						\$10,018											\$13,342			
% Carmichael Water District is Above or Below 50th percentile		-1.31%						-3.10%											-0.71%			
Labor Market 62.5th percentile (all agencies)		\$9,932						\$10,428											\$13,393			
% Carmichael Water District is Above or Below 62.5th percentile		-2.21%						-7.32%											-1.10%			
Labor Market Mean (all agencies)		\$9,664						\$10,094											\$13,239			
% Carmichael Water District is Above or Below Mean		0.55%						-3.88%											0.07%			
# Of Comparable Matches		12																				

Salary data effective as of 7/2025

Carmichael Water District Total Compensation Study 7/2025																						
New Hires, Classic Members																						
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments	
Carmichael Water District	Billing Specialist II	\$5,457	\$6,633	0%	\$0	\$0	\$0	\$6,633	\$0	\$2,597	\$115	\$29	\$25	\$12	\$0	\$507	\$9,919	0%	\$0	\$9,919		
Approved Survey Agencies																						
Citrus Heights Water District	Customer Services Specialist	\$6,379	\$8,616	0%	\$0	\$258	\$0	\$8,874	\$0	\$2,875	\$164	\$28	\$39	\$45	\$0	\$659	\$12,684	0%	\$0	\$12,684		
City of Folsom	Revenue Technician II	\$4,771	\$6,044	0%	\$0	\$100	\$151	\$6,295	\$0	\$1,955	\$117	\$19	\$9	\$21	\$50	\$462	\$8,929	0%	\$0	\$8,929		
City of Roseville	Utility Customer Service Specialist II	\$4,554	\$6,407	6.197%	\$397	\$192	\$160	\$7,156	\$2,415	inc	inc	inc	\$9	\$10	\$100	\$93	\$9,783	6.197%	\$397	\$9,386		
City of Sacramento	Customer Service Representative	\$3,863	\$5,436	0%	\$0	\$0	\$0	\$5,436	\$0	\$2,051	\$0	\$0	\$2	\$0	\$0	\$416	\$7,905	1%	\$54	\$7,850		
El Dorado Irrigation District	Finance Assistant II	\$4,857	\$5,902	0%	\$0	\$0	\$0	\$5,902	\$0	\$2,626	\$153	\$16	\$11	\$0	\$0	\$452	\$9,160	0%	\$0	\$9,160		
Elk Grove Water District	Utility Billing Specialist III	\$5,677	\$6,897	1%	\$69	\$0	\$172	\$7,139	\$0	\$2,601	\$128	\$23	\$41	\$0	\$0	\$100	\$10,033	0%	\$0	\$10,033	created a series and III is journey level	
Fair Oaks Water District	Customer Service Representative II	\$4,774	\$6,443	0%	\$0	\$167	\$0	\$6,610	\$0	\$3,521	\$128	\$24	\$18	\$20	\$0	\$493	\$10,814	0%	\$0	\$10,814		
Placer County Water Agency	Customer Services Representative II	\$4,995	\$6,374	0%	\$0	\$0	\$159	\$6,533	\$0	\$2,502	\$54	\$18	\$17	\$16	\$0	\$488	\$9,628	0%	\$0	\$9,628		
Sacramento County	Utility Billing Representative II	\$4,301	\$5,229	0%	\$0	\$0	\$131	\$5,360	\$0	\$1,893	\$119	\$0	\$1	\$0	\$54	\$400	\$7,826	1.35%	\$71	\$7,756		
Sacramento Suburban Water District	Customer Service Representative II	\$4,999	\$6,250	0%	\$0	\$0	\$0	\$6,250	\$0	\$2,551	\$212	\$21	\$19	\$16	\$0	\$478	\$9,548	0%	\$0	\$9,548		
San Juan Water District	Customer Services Technician II	\$5,784	\$6,940	0%	\$0	\$0	\$0	\$6,940	\$0	\$3,042	\$149	\$19	\$23	\$34	\$0	\$531	\$10,738	0%	\$0	\$10,738		
Additional Agencies																						
City of Fairfield	Accounting Assistant II	\$5,038	\$6,124	0%	\$0	\$136	\$31	\$6,291	\$0	\$2,384	\$111	\$14	\$4	\$9	\$50	\$89	\$8,952	2.5%	\$153	\$8,799		
City of Vallejo	Customer Service Representative	\$4,538	\$5,516	0%	\$0	\$0	\$0	\$5,516	\$0	\$2,315	\$172	\$21	\$5	\$8	\$83	\$422	\$8,542	1%	\$55	\$8,487		
South San Joaquin Irrigation District	Customer Service Representative	\$5,593	\$6,821	4%	\$273	\$250	\$0	\$7,343	\$0	\$3,161	\$175	inc	inc	inc	\$0	\$522	\$11,201	0%	\$0	\$11,201		
Stockton East Water	Accounting Technician II	\$5,345	\$6,497	0%	\$0	\$0	\$0	\$6,497	\$0	\$3,521	\$123	\$23	\$17	\$22	\$0	\$94	\$10,297	0%	\$0	\$10,297		
Labor Market 50th percentile (approved agencies)		\$6,374						\$6,533												\$9,548		
% Carmichael Water District is Above or Below 50th percentile		3.91%						1.51%												3.74%		
Labor Market 62.5th percentile (approved agencies)		\$6,416						\$6,692												\$9,729		
% Carmichael Water District is Above or Below 62.5th percentile		3.28%						-0.89%												1.91%		
Labor Market Mean (approved agencies)		\$6,413						\$6,591												\$9,684		
% Carmichael Water District is Above or Below Mean		3.33%						0.64%												2.36%		
# Of Comparable Matches		11																				
Labor Market 50th percentile (all agencies)		\$6,374						\$6,497												\$9,548		
% Carmichael Water District is Above or Below 50th percentile		3.91%						2.05%												3.74%		
Labor Market 62.5th percentile (all agencies)		\$6,434						\$6,590												\$9,931		
% Carmichael Water District is Above or Below 62.5th percentile		3.00%						0.64%												-0.13%		
Labor Market Mean (all agencies)		\$6,366						\$6,543												\$9,687		
% Carmichael Water District is Above or Below Mean		4.02%						1.36%												2.33%		
# Of Comparable Matches		15																				
Salary data effective as of 7/2025																						

Appendix A				Carmichael Water District Total Compensation Study 7/2025																		
New Hires, Classic Members																						
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments	
Carmichael Water District	Billing Supervisor	\$6,721	\$9,456	0%	\$0	\$0	\$0	\$9,456	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$723	\$12,967	0%	\$0	\$12,967		
Approved Survey Agencies																						
Citrus Heights Water District	No Comparable Class																					
City of Folsom	No Comparable Class																					
City of Roseville	No Comparable Class																				Utility Billing and Field Services Supervisor requires BA	
City of Sacramento	Customer Service Supervisor	\$4,978	\$7,004	0%	\$0	\$140	\$0	\$7,144	\$0	\$2,051	\$0	\$0	\$3	\$0	\$0	\$536	\$9,734	1%	\$70	\$9,664		
El Dorado Irrigation District	Utility Billing Supervisor	\$7,748	\$9,418	0%	\$0	\$0	\$0	\$9,418	\$0	\$2,626	\$153	\$16	\$17	\$0	\$0	\$720	\$12,951	0%	\$0	\$12,951		
Elk Grove Water District	Finance Supervisor	\$10,437	\$12,689	1%	\$127	\$0	\$317	\$13,133	\$0	\$2,601	\$128	\$23	\$50	\$0	\$0	\$184	\$16,119	0%	\$0	\$16,119		
Fair Oaks Water District	No Comparable Class																					
Placer County Water Agency	Customer Services Supervisor	\$6,374	\$8,135	0%	\$0	\$0	\$203	\$8,338	\$0	\$2,502	\$54	\$18	\$22	\$21	\$0	\$622	\$11,577	0%	\$0	\$11,577		
Sacramento County	Supervising Utility Billing Services Representative	\$5,441	\$6,612	0%	\$0	\$0	\$165	\$6,777	\$0	\$1,893	\$119	\$0	\$1	\$0	\$54	\$506	\$9,350	1.35%	\$89	\$9,260		
Sacramento Suburban Water District	No Comparable Class																				Manager level	
San Juan Water District	No Comparable Class																				Manager level	
Additional Agencies																						
City of Fairfield	Finance Support Supervisor	\$8,257	\$10,036	2.5%	\$251	\$1,044	\$0	\$11,331	\$0	\$1,973	\$112	\$14	\$12	\$15	\$50	\$146	\$13,653	5.25%	\$527	\$13,126		
City of Vallejo	Customer Service Supervisor	\$6,093	\$7,406	0%	\$0	\$0	\$0	\$7,406	\$0	\$2,315	\$172	\$21	\$5	\$11	\$111	\$567	\$10,608	1%	\$74	\$10,534		
South San Joaquin Irrigation District	No Comparable Class																					
Stockton East Water	No Comparable Class																					
Labor Market 50th percentile (approved agencies)		\$8,135						\$8,338												\$11,577		
% Carmichael Water District is Above or Below 50th percentile		13.97%						11.82%												10.72%		
Labor Market 62.5th percentile (approved agencies)		\$8,777						\$8,878												\$12,264		
% Carmichael Water District is Above or Below 62.5th percentile		7.19%						6.11%												5.42%		
Labor Market Mean (approved agencies)		\$8,772						\$8,962												\$11,914		
% Carmichael Water District is Above or Below Mean		7.24%						5.23%												8.12%		
# Of Comparable Matches		5																				
Labor Market 50th percentile (all agencies)		\$8,135						\$8,338												\$11,577		
% Carmichael Water District is Above or Below 50th percentile		13.97%						11.82%												10.72%		
Labor Market 62.5th percentile (all agencies)		\$9,097						\$9,148												\$12,608		
% Carmichael Water District is Above or Below 62.5th percentile		3.80%						3.26%												2.78%		
Labor Market Mean (all agencies)		\$8,757						\$9,078												\$11,890		
% Carmichael Water District is Above or Below Mean		7.39%						4.00%												8.31%		
# Of Comparable Matches		7																				
Salary data effective as of 7/2025																						

Appendix A				Carmichael Water District Total Compensation Study 7/2025																		
New Hires, Classic Members																						
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments	
Carmichael Water District	Business Operations Specialist	\$7,780	\$9,456	0%	\$0	\$0	\$0	\$9,456	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$723	\$12,967	0%	\$0	\$12,967		
Approved Survey Agencies																						
Citrus Heights Water District	No Comparable Class																					
City of Folsom	Administrative Technician	\$5,390	\$6,828	0%	\$0	\$100	\$171	\$7,099	\$0	\$1,955	\$117	\$19	\$9	\$24	\$50	\$522	\$9,795	0%	\$0	\$9,795		
City of Roseville	Administrative Technician	\$4,912	\$6,912	6.197%	\$428	\$207	\$173	\$7,720	\$2,415	inc	inc	inc	\$9	\$11	\$100	\$100	\$10,356	6.197%	\$428	\$9,928		
City of Sacramento	No Comparable Class																					
El Dorado Irrigation District	Administrative Technician	\$5,526	\$6,717	0%	\$0	\$0	\$0	\$6,717	\$0	\$2,626	\$153	\$16	\$12	\$0	\$0	\$514	\$10,038	0%	\$0	\$10,038		
Elk Grove Water District	No Comparable Class																					
Fair Oaks Water District	No Comparable Class																					
Placer County Water Agency	No Comparable Class																					
Sacramento County	No Comparable Class																					
Sacramento Suburban Water District	No Comparable Class																					
San Juan Water District	No Comparable Class																					
Additional Agencies																						
City of Fairfield	Administrative Technician II	\$6,292	\$7,648	0%	\$0	\$151	\$38	\$7,838	\$0	\$2,384	\$111	\$14	\$4	\$11	\$50	\$111	\$10,524	2.5%	\$191	\$10,332		
City of Vallejo	No Comparable Class																					
South San Joaquin Irrigation District	No Comparable Class																					
Stockton East Water	No Comparable Class																					
Labor Market 50th percentile (approved agencies)		\$6,828						\$7,099												\$9,928		
% Carmichael Water District is Above or Below 50th percentile		27.80%						24.93%												23.44%		
Labor Market 62.5th percentile (approved agencies)		\$6,849						\$7,254												\$9,956		
% Carmichael Water District is Above or Below 62.5th percentile		27.57%						23.29%												23.23%		
Labor Market Mean (approved agencies)		\$6,819						\$7,179												\$9,920		
% Carmichael Water District is Above or Below Mean		27.89%						24.09%												23.50%		
# Of Comparable Matches		3																				
Labor Market 50th percentile (all agencies)		\$6,870						\$7,410												\$9,983		
% Carmichael Water District is Above or Below 50th percentile		27.35%						21.64%												23.01%		
Labor Market 62.5th percentile (all agencies)		\$6,902						\$7,643												\$10,025		
% Carmichael Water District is Above or Below 62.5th percentile		27.02%						19.18%												22.69%		
Labor Market Mean (all agencies)		\$7,026						\$7,343												\$10,023		
% Carmichael Water District is Above or Below Mean		25.70%						22.34%												22.70%		
# Of Comparable Matches		4																				
Salary data effective as of 7/2025																						

Carmichael Water District Total Compensation Study 7/2025																						
New Hires, Classic Members																						
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments	
Carmichael Water District	Distribution Operator II	\$6,780	\$7,664	0%	\$0	\$0	\$0	\$7,664	\$0	\$2,597	\$115	\$29	\$29	\$14	\$0	\$586	\$11,034	0%	\$0	\$11,034	D2	
Approved Survey Agencies																						
Citrus Heights Water District	Distribution Operator II	\$6,639	\$8,965	0%	\$0	\$269	\$0	\$9,234	\$0	\$2,875	\$164	\$28	\$39	\$47	\$0	\$686	\$13,072	0%	\$0	\$13,072	D1: \$40 added to base pay for D2	
City of Folsom	Water Distribution Operator II	\$5,799	\$6,346	0%	\$0	\$100	\$159	\$6,605	\$0	\$1,955	\$117	\$19	\$9	\$22	\$50	\$485	\$9,262	0%	\$0	\$9,262	D2; Class B	
City of Roseville	Water Distribution Worker II	\$5,313	\$7,476	6.197%	\$463	\$324	\$0	\$8,264	\$2,415	inc	inc	inc	\$10	\$13	\$100	\$108	\$10,910	6.197%	\$463	\$10,447	D2	
City of Sacramento	Utilities Operations and Maintenance Serviceworker	\$5,427	\$7,637	0%	\$0	\$0	\$0	\$7,637	\$0	\$2,051	\$0	\$0	\$1	\$0	\$0	\$584	\$10,273	1%	\$76	\$10,196	Class A; D1 or higher	
El Dorado Irrigation District	Distribution Operator II	\$5,866	\$7,131	0%	\$0	\$0	\$0	\$7,131	\$0	\$2,626	\$153	\$16	\$13	\$0	\$0	\$546	\$10,485	0%	\$0	\$10,485	D2	
Elk Grove Water District	Water Distribution Operator II	\$6,728	\$8,180	1%	\$82	\$0	\$204	\$8,466	\$0	\$2,601	\$128	\$23	\$49	\$0	\$0	\$119	\$11,386	0%	\$0	\$11,386	D2, T2	
Fair Oaks Water District	Distribution System Operator II	\$4,774	\$6,443	0%	\$0	\$167	\$0	\$6,610	\$0	\$3,521	\$128	\$24	\$18	\$20	\$0	\$493	\$10,814	0%	\$0	\$10,814	D2; Class A	
Placer County Water Agency	No Comparable Class																					
Sacramento County	Water System Operator	\$6,509	\$7,908	0%	\$0	\$0	\$198	\$8,106	\$0	\$1,893	\$119	\$0	\$1	\$0	\$54	\$605	\$10,777	1.35%	\$107	\$10,670	2% added to base pay for D2	
Sacramento Suburban Water District	Distribution Operator II	\$6,100	\$7,623	0%	\$0	\$0	\$0	\$7,623	\$0	\$2,551	\$212	\$21	\$23	\$19	\$0	\$583	\$11,033	0%	\$0	\$11,033	D2; T2	
San Juan Water District	Distribution Operator II	\$6,919	\$8,302	0%	\$0	\$0	\$0	\$8,302	\$0	\$3,042	\$149	\$19	\$28	\$41	\$0	\$635	\$12,216	0%	\$0	\$12,216	D2	
Additional Agencies																						
City of Fairfield	Water Distribution Operator IIA	\$6,449	\$7,839	0%	\$0	\$153	\$39	\$8,032	\$0	\$2,384	\$111	\$14	\$4	\$12	\$50	\$114	\$10,721	2.5%	\$196	\$10,525	D2; CWEA II; Class A	
City of Vallejo	No Comparable Class																				D2 is desired	
South San Joaquin Irrigation District	No Comparable Class																					
Stockton East Water	No Comparable Class																				No Distribution certs	
Labor Market 50th percentile (approved agencies)			\$7,630					\$7,871											\$10,742			
% Carmichael Water District is Above or Below 50th percentile			0.45%					-2.70%											2.65%			
Labor Market 62.5th percentile (approved agencies)			\$7,806					\$8,204											\$10,951			
% Carmichael Water District is Above or Below 62.5th percentile			-1.85%					-7.05%											0.76%			
Labor Market Mean (approved agencies)			\$7,601					\$7,798											\$10,958			
% Carmichael Water District is Above or Below Mean			0.82%					-1.74%											0.69%			
# Of Comparable Matches			10																			
Labor Market 50th percentile (all agencies)			\$7,637					\$8,032											\$10,670			
% Carmichael Water District is Above or Below 50th percentile			0.36%					-4.80%											3.30%			
Labor Market 62.5th percentile (all agencies)			\$7,856					\$8,145											\$10,869			
% Carmichael Water District is Above or Below 62.5th percentile			-2.51%					-6.28%											1.50%			
Labor Market Mean (all agencies)			\$7,623					\$7,819											\$10,919			
% Carmichael Water District is Above or Below Mean			0.54%					-2.02%											1.05%			
# Of Comparable Matches			11																			
Salary data effective as of 7/2025																						



Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments
Carmichael Water District	Distribution Operator III	\$7,679	\$8,679	0%	\$0	\$0	\$0	\$8,679	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$664	\$12,130	0%	\$0	\$12,130	D3
Approved Survey Agencies																					
Citrus Heights Water District	Distribution Operator II	\$6,699	\$9,025	0%	\$0	\$271	\$0	\$9,296	\$0	\$2,875	\$164	\$28	\$39	\$47	\$0	\$690	\$13,139	0%	\$0	\$13,139	D2; \$60 added to base pay for D3
City of Folsom	No Comparable Class																				Lead
City of Roseville	No Comparable Class																				Senior is a lead
City of Sacramento	No Comparable Class																				
El Dorado Irrigation District	Distribution Operator III	\$6,164	\$7,493	0%	\$0	\$0	\$0	\$7,493	\$0	\$2,626	\$153	\$16	\$13	\$0	\$0	\$573	\$10,875	0%	\$0	\$10,875	D3
Elk Grove Water District	Water Distribution Operator III	\$7,418	\$9,019	1%	\$90	\$0	\$225	\$9,334	\$0	\$2,601	\$128	\$23	\$50	\$0	\$0	\$131	\$12,267	0%	\$0	\$12,267	D3, T2
Fair Oaks Water District	Distribution System Operator III	\$5,675	\$7,658	0%	\$0	\$167	\$0	\$7,825	\$0	\$3,521	\$128	\$24	\$21	\$24	\$0	\$586	\$12,129	0%	\$0	\$12,129	D3; T1; Class A
Placer County Water Agency	Distribution Operator II	\$6,071	\$7,749	0%	\$0	\$0	\$194	\$7,943	\$0	\$2,502	\$54	\$18	\$21	\$20	\$0	\$593	\$11,150	0%	\$0	\$11,150	D3; Cross Connection; Backflow Prevention certificate
Sacramento County	No Comparable Class																				Senior is lead/advanced journey; no cert pay for the Water System Operator with D3
Sacramento Suburban Water District	No Comparable Class																				
San Juan Water District	Distribution Operator III	\$7,642	\$9,170	0%	\$0	\$0	\$0	\$9,170	\$0	\$3,042	\$149	\$19	\$31	\$44	\$0	\$702	\$13,157	0%	\$0	\$13,157	D3; Class A
Additional Agencies																					
City of Fairfield	Water Distribution Operator IIIA	\$7,479	\$9,091	0%	\$0	\$166	\$45	\$9,303	\$0	\$2,384	\$111	\$14	\$4	\$14	\$50	\$132	\$12,012	2.5%	\$227	\$11,784	D3; CWEA II; Class A
City of Vallejo	No Comparable Class																				
South San Joaquin Irrigation District	No Comparable Class																				
Stockton East Water	No Comparable Class																				

Labor Market 50th percentile (approved agencies)	\$8,384	\$8,557	\$12,198
% Carmichael Water District is Above or Below 50th percentile	3.40%	1.41%	-0.56%
Labor Market 62.5th percentile (approved agencies)	\$9,019	\$9,186	\$12,376
% Carmichael Water District is Above or Below 62.5th percentile	-3.92%	-5.84%	-2.03%
Labor Market Mean (approved agencies)	\$8,352	\$8,510	\$12,120
% Carmichael Water District is Above or Below Mean	3.76%	1.94%	0.09%
# Of Comparable Matches	6		
Labor Market 50th percentile (all agencies)	\$9,019	\$9,170	\$12,129
% Carmichael Water District is Above or Below 50th percentile	-3.92%	-5.66%	0.01%
Labor Market 62.5th percentile (all agencies)	\$9,023	\$9,264	\$12,233
% Carmichael Water District is Above or Below 62.5th percentile	-3.97%	-6.75%	-0.85%
Labor Market Mean (all agencies)	\$8,458	\$8,623	\$12,072
% Carmichael Water District is Above or Below Mean	2.55%	0.64%	0.48%
# Of Comparable Matches	7		

Salary data effective as of 7/2025

Appendix A				Carmichael Water District Total Compensation Study 7/2025																		
New Hires, Classic Members																						
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments	
Carmichael Water District	Distribution Superintendent	\$10,266	\$13,758	0%	\$0	\$0	\$0	\$13,758	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$1,052	\$17,598	0%	\$0	\$17,598	D4, T2, Cross-Connection Control Certificate	
Approved Survey Agencies																						
Citrus Heights Water District	No Comparable Class																				Supervisor level	
City of Folsom	No Comparable Class																				Supervisor level	
City of Roseville	Water Distribution Superintendent	\$8,714	\$11,853	6.197%	\$735	\$356	\$296	\$13,239	\$2,415	inc	inc	inc	\$16	\$10	\$100	\$172	\$15,953	6.197%	\$735	\$15,218	D5	
City of Sacramento	Utilities Operations and Maintenance Superintendent	\$8,927	\$12,561	0%	\$0	\$502	\$0	\$13,064	\$0	\$2,051	\$0	\$0	\$5	\$15	\$0	\$961	\$16,095	1%	\$126	\$15,969	D4	
El Dorado Irrigation District	No Comparable Class																				Supervisor level	
Elk Grove Water District	No Comparable Class																				Supervisor level	
Fair Oaks Water District	Operations Superintendent	\$8,266	\$11,161	0%	\$0	\$167	\$0	\$11,328	\$0	\$3,521	\$128	\$24	\$31	\$35	\$0	\$854	\$15,921	0%	\$0	\$15,921	D4; T2; Cross Connection	
Placer County Water Agency	No Comparable Class																				Supervisor level reports to manager over all of drinking water	
Sacramento County	Water System Superintendent	\$13,844	\$15,262	0%	\$0	\$458	\$382	\$16,101	\$0	\$1,893	\$119	\$0	\$2	\$0	\$54	\$1,131	\$19,300	1.35%	\$206	\$19,094	3.35% Management differential added to base pay; D5	
Sacramento Suburban Water District	Superintendent, Distribution	\$8,232	\$11,759	0%	\$0	\$0	\$0	\$11,759	\$0	\$2,551	\$212	\$21	\$35	\$30	\$0	\$900	\$15,508	0%	\$0	\$15,508	D4, T2	
San Juan Water District	Field Services Manager	\$12,444	\$14,933	0%	\$0	\$0	\$0	\$14,933	\$0	\$3,042	\$149	\$19	\$50	\$44	\$0	\$1,126	\$19,364	0%	\$0	\$19,364	D4	
Additional Agencies																						
City of Fairfield	Water Distribution Manager	\$11,105	\$13,498	2.5%	\$337	\$1,404	\$0	\$15,239	\$0	\$1,973	\$112	\$14	\$12	\$20	\$50	\$196	\$17,617	5.25%	\$709	\$16,908		
City of Vallejo	Water Distribution Superintendent	\$10,599	\$12,882	0%	\$0	\$0	\$0	\$12,882	\$0	\$2,315	\$172	\$21	\$5	\$14	\$193	\$986	\$16,588	1%	\$129	\$16,459	D5	
South San Joaquin Irrigation District	No Comparable Class																					
Stockton East Water	No Comparable Class																					
Labor Market 50th percentile (approved agencies)		\$12,207						\$13,152												\$15,945		
% Carmichael Water District is Above or Below 50th percentile		11.27%						4.41%												9.39%		
Labor Market 62.5th percentile (approved agencies)		\$12,858						\$13,451												\$16,360		
% Carmichael Water District is Above or Below 62.5th percentile		6.54%						2.23%												7.03%		
Labor Market Mean (approved agencies)		\$12,921						\$13,404												\$16,846		
% Carmichael Water District is Above or Below Mean		6.08%						2.57%												4.27%		
# Of Comparable Matches		6																				
Labor Market 50th percentile (all agencies)		\$12,722						\$13,152												\$16,214		
% Carmichael Water District is Above or Below 50th percentile		7.53%						4.41%												7.86%		
Labor Market 62.5th percentile (all agencies)		\$13,113						\$13,875												\$16,628		
% Carmichael Water District is Above or Below 62.5th percentile		4.68%						-0.85%												5.51%		
Labor Market Mean (all agencies)		\$12,989						\$13,568												\$16,805		
% Carmichael Water District is Above or Below Mean		5.59%						1.38%												4.50%		
# Of Comparable Matches		8																				
Salary data effective as of 7/2025																						

Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments
Carmichael Water District	Engineer-Associate Civil	\$9,988	\$12,141	0%	\$0	\$0	\$0	\$12,141	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$929	\$15,857	0%	\$0	\$15,857	
Approved Survey Agencies																					
Citrus Heights Water District	Associate Civil Engineer	\$10,707	\$14,454	0%	\$0	\$434	\$0	\$14,888	\$0	\$2,875	\$164	\$28	\$39	\$75	\$0	\$1,106	\$19,174	0%	\$0	\$19,174	PE
City of Folsom	Associate Civil Engineer	\$8,403	\$10,644	0%	\$0	\$325	\$266	\$11,235	\$0	\$1,955	\$117	\$19	\$9	\$38	\$50	\$814	\$14,237	0%	\$0	\$14,237	PE
City of Roseville	Associate Engineer-PE	\$7,771	\$10,935	6.197%	\$678	\$328	\$273	\$12,214	\$2,415	inc	inc	inc	\$15	\$16	\$100	\$159	\$14,919	6.197%	\$678	\$14,241	PE
City of Sacramento	Associate Civil Engineer	\$8,075	\$11,362	0%	\$0	\$227	\$0	\$11,589	\$0	\$2,051	\$0	\$0	\$5	\$0	\$0	\$869	\$14,514	1%	\$114	\$14,400	PE
El Dorado Irrigation District	Associate Civil Engineer	\$10,039	\$12,203	0%	\$0	\$0	\$0	\$12,203	\$0	\$2,626	\$153	\$16	\$22	\$0	\$0	\$934	\$15,954	0%	\$0	\$15,954	PE
Elk Grove Water District	Associate Civil Engineer	\$10,437	\$12,689	1%	\$127	\$0	\$317	\$13,133	\$0	\$2,601	\$128	\$23	\$50	\$0	\$0	\$184	\$16,119	0%	\$0	\$16,119	PE
Fair Oaks Water District	No Comparable Class																				EIT
Placer County Water Agency	Associate Engineer	\$9,418	\$12,020	0%	\$0	\$0	\$301	\$12,321	\$0	\$2,502	\$54	\$18	\$33	\$27	\$0	\$920	\$15,873	0%	\$0	\$15,873	PE
																					PE: acts as supervisor to a small group of engineers and/or paraprofessional engineering staff. Associates may serve as project/resident engineers on a single major or several minor engineering projects.
Sacramento County	Associate Civil Engineer	\$9,928	\$12,069	0%	\$0	\$0	\$302	\$12,371	\$0	\$1,893	\$119	\$0	\$1	\$0	\$0	\$923	\$15,306	1.35%	\$163	\$15,143	
Sacramento Suburban Water District	Associate Engineer	\$8,249	\$11,785	0%	\$0	\$0	\$0	\$11,785	\$0	\$2,551	\$212	\$21	\$35	\$30	\$0	\$902	\$15,536	0%	\$0	\$15,536	PE
San Juan Water District	Associate Engineer	\$11,265	\$13,518	0%	\$0	\$0	\$0	\$13,518	\$0	\$3,042	\$149	\$19	\$45	\$44	\$0	\$1,034	\$17,852	0%	\$0	\$17,852	PE
Additional Agencies																					
City of Fairfield	Associate Civil Engineer	\$9,576	\$11,639	2.5%	\$291	\$1,210	\$0	\$13,141	\$0	\$1,973	\$112	\$14	\$12	\$17	\$50	\$169	\$15,488	5.25%	\$611	\$14,877	PE
City of Vallejo	Associate Civil Engineer	\$9,503	\$11,550	0%	\$0	\$0	\$0	\$11,550	\$0	\$2,315	\$172	\$21	\$5	\$14	\$173	\$884	\$15,134	1%	\$116	\$15,018	PE
South San Joaquin Irrigation District	Associate Civil Engineer	\$10,102	\$12,277	8%	\$982	\$250	\$0	\$13,509	\$0	\$2,831	\$139	\$24	\$55	\$22	\$0	\$939	\$17,519	0%	\$0	\$17,519	PE
Stockton East Water	No Comparable Class																				
Labor Market 50th percentile (approved agencies)		\$12,045						\$12,267											\$15,705		
% Carmichael Water District is Above or Below 50th percentile		0.79%						-1.04%											0.96%		
Labor Market 62.5th percentile (approved agencies)		\$12,153						\$12,352											\$15,924		
% Carmichael Water District is Above or Below 62.5th percentile		-0.10%						-1.74%											-0.42%		
Labor Market Mean (approved agencies)		\$12,168						\$12,526											\$15,853		
% Carmichael Water District is Above or Below Mean		-0.22%						-3.17%											0.03%		
# Of Comparable Matches		10																			
Labor Market 50th percentile (all agencies)		\$12,020						\$12,321											\$15,536		
% Carmichael Water District is Above or Below 50th percentile		0.99%						-1.48%											2.02%		
Labor Market 62.5th percentile (all agencies)		\$12,136						\$12,752											\$15,914		
% Carmichael Water District is Above or Below 62.5th percentile		0.04%						-5.03%											-0.36%		
Labor Market Mean (all agencies)		\$12,088						\$12,574											\$15,842		
% Carmichael Water District is Above or Below Mean		0.43%						-3.57%											0.10%		
# Of Comparable Matches		13																			

Salary data effective as of 7/2025

Carmichael Water District Total Compensation Study 7/2025																																	
New Hires, Classic Members																																	
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments												
Carmichael Water District	Engineering Manager	\$14,837	\$18,035	0%	\$0	\$0	\$0	\$18,035	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$1,171	\$21,994	0%	\$0	\$21,994	PE												
Approved Survey Agencies																																	
Citrus Heights Water District	Director of Engineering	\$14,248	\$19,238	0%	\$0	\$577	\$0	\$19,815	\$0	\$2,875	\$164	\$28	\$39	\$78	\$0	\$1,189	\$24,188	0%	\$0	\$24,188	PE, D2, T1												
City of Folsom	No Comparable Class																																
City of Roseville	Engineering Manager	\$11,877	\$15,916	6.197%	\$986	\$477	\$398	\$17,778	\$2,415	inc	inc	inc	\$22	\$10	\$100	\$231	\$20,556	6.197%	\$986	\$19,569	PE												
City of Sacramento	Engineering Manager	\$11,635	\$16,371	0%	\$0	\$655	\$0	\$17,026	\$0	\$2,051	\$0	\$0	\$5	\$19	\$0	\$1,147	\$20,248	1%	\$164	\$20,084	PE												
El Dorado Irrigation District	Director of Engineering	\$15,406	\$18,726	0%	\$0	\$167	\$0	\$18,893	\$0	\$2,626	\$153	\$16	\$67	\$0	\$0	\$1,181	\$22,937	0%	\$0	\$22,937	PE												
Elk Grove Water District	No Comparable Class																																
Fair Oaks Water District	No Comparable Class																				PE desirable												
Placer County Water Agency	Engineering Services Manager	\$11,822	\$15,088	0%	\$0	\$0	\$377	\$15,465	\$0	\$2,502	\$54	\$18	\$41	\$27	\$0	\$1,129	\$19,235	0%	\$0	\$19,235	PE												
Sacramento County	No Comparable Class																																
Sacramento Suburban Water District	Engineering Manager	\$10,858	\$15,510	0%	\$0	\$0	\$0	\$15,510	\$0	\$2,551	\$212	\$21	\$43	\$38	\$0	\$1,135	\$19,510	0%	\$0	\$19,510	PE												
San Juan Water District	Director of Engineering Services	\$15,184	\$18,221	0%	\$0	\$0	\$0	\$18,221	\$0	\$3,042	\$149	\$19	\$56	\$44	\$0	\$1,174	\$22,705	0%	\$0	\$22,705	PE												
Additional Agencies																																	
City of Fairfield	No Comparable Class																																
City of Vallejo	Water Engineering Manager	\$12,910	\$15,691	0%	\$0	\$0	\$0	\$15,691	\$0	\$2,315	\$172	\$21	\$5	\$14	\$235	\$1,137	\$19,591	1%	\$157	\$19,434	PE												
South San Joaquin Irrigation District	No Comparable Class																				Engineering Department Manager does not require PE												
Stockton East Water	District Engineer	\$14,135	\$17,182	0%	\$0	\$0	\$0	\$17,182	\$0	\$3,521	\$123	\$23	\$17	\$28	\$0	\$249	\$21,144	0%	\$0	\$21,144	PE												
Labor Market 50th percentile (approved agencies)		\$16,371						\$17,778											\$20,084														
% Carmichael Water District is Above or Below 50th percentile		9.23%						1.43%											8.68%														
Labor Market 62.5th percentile (approved agencies)		\$17,758						\$18,110											\$22,050														
% Carmichael Water District is Above or Below 62.5th percentile		1.54%						-0.41%											-0.25%														
Labor Market Mean (approved agencies)		\$17,010						\$17,530											\$21,175														
% Carmichael Water District is Above or Below Mean		5.69%						2.80%											3.72%														
# Of Comparable Matches		7																															
Labor Market 50th percentile (all agencies)		\$16,371						\$17,182											\$20,084														
% Carmichael Water District is Above or Below 50th percentile		9.23%						4.73%											8.68%														
Labor Market 62.5th percentile (all agencies)		\$17,182						\$17,778											\$21,144														
% Carmichael Water District is Above or Below 62.5th percentile		4.73%						1.43%											3.87%														
Labor Market Mean (all agencies)		\$16,883						\$17,287											\$20,978														
% Carmichael Water District is Above or Below Mean		6.39%						4.15%											4.62%														
# Of Comparable Matches		9																															
Salary data effective as of 7/2025																																	

Appendix A				Carmichael Water District Total Compensation Study 7/2025																		
New Hires, Classic Members																						
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments	
Carmichael Water District	Finance Manager	\$13,075	\$15,893	0%	\$0	\$0	\$0	\$15,893	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$1,140	\$19,821	0%	\$0	\$19,821		
Approved Survey Agencies																						
Citrus Heights Water District	Director of Finance and Administrative Services	\$12,955	\$17,489	0%	\$0	\$525	\$0	\$18,014	\$0	\$2,875	\$164	\$28	\$39	\$78	\$0	\$1,163	\$22,361	0%	\$0	\$22,361		
City of Folsom	Financial Services Manager	\$11,989	\$14,745	0%	\$0	\$737	\$0	\$15,483	\$0	\$1,955	\$117	\$19	\$9	\$47	\$50	\$1,124	\$18,803	0%	\$0	\$18,803		
City of Roseville	Finance Manager	\$11,158	\$14,953	6.197%	\$927	\$449	\$374	\$16,702	\$2,415	inc	inc	inc	\$20	\$10	\$100	\$217	\$19,465	6.197%	\$927	\$18,538		
City of Sacramento	Finance Manager	\$9,573	\$13,471	0%	\$0	\$539	\$0	\$14,009	\$0	\$2,051	\$0	\$0	\$5	\$16	\$0	\$1,030	\$17,111	1%	\$135	\$16,977		
El Dorado Irrigation District	Director of Finance	\$15,406	\$18,726	0%	\$0	\$167	\$0	\$18,893	\$0	\$2,626	\$153	\$16	\$67	\$0	\$0	\$1,181	\$22,937	0%	\$0	\$22,937		
Elk Grove Water District	Finance Manager	\$15,806	\$19,213	1%	\$192	\$0	\$480	\$19,886	\$0	\$2,601	\$128	\$23	\$50	\$0	\$0	\$279	\$22,967	0%	\$0	\$22,967		
Fair Oaks Water District	Finance Manager	\$10,341	\$13,723	0%	\$0	\$167	\$0	\$13,890	\$0	\$3,521	\$128	\$24	\$38	\$43	\$0	\$1,050	\$18,694	0%	\$0	\$18,694		
Placer County Water Agency	Deputy Director of Financial Services	\$10,871	\$13,876	0%	\$0	\$0	\$347	\$14,223	\$0	\$2,502	\$54	\$18	\$38	\$27	\$0	\$1,062	\$17,923	0%	\$0	\$17,923		
Sacramento County	Chief Financial Administrative Officer	\$12,877	\$14,197	0%	\$0	\$426	\$355	\$14,978	\$0	\$1,893	\$119	\$0	\$2	\$0	\$54	\$1,086	\$18,132	1.35%	\$192	\$17,940	3.35% Management differential added to base pay	
Sacramento Suburban Water District	Director of Finance and Administration	\$11,272	\$16,102	0%	\$0	\$0	\$0	\$16,102	\$0	\$2,551	\$212	\$21	\$43	\$38	\$0	\$1,143	\$20,110	0%	\$0	\$20,110		
San Juan Water District	Director of Finance and Human Resources	\$15,184	\$18,221	0%	\$0	\$0	\$0	\$18,221	\$0	\$3,042	\$149	\$19	\$56	\$44	\$0	\$1,174	\$22,705	0%	\$0	\$22,705		
Additional Agencies																						
City of Fairfield	Financial Services Manager	\$11,959	\$14,536	2.5%	\$363	\$1,512	\$0	\$16,411	\$0	\$1,973	\$112	\$14	\$12	\$21	\$50	\$211	\$18,804	5.25%	\$763	\$18,040		
City of Vallejo	Finance Manager	\$10,337	\$12,565	0%	\$0	\$0	\$0	\$12,565	\$0	\$2,315	\$172	\$21	\$5	\$14	\$188	\$961	\$16,242	1%	\$126	\$16,116		
South San Joaquin Irrigation District	Finance and Administration Manager	\$15,876	\$19,297	8%	\$1,544	\$292	\$0	\$21,133	\$0	\$2,831	\$139	\$24	\$55	\$22	\$0	\$1,190	\$25,392	0%	\$0	\$25,392	Assistant General Manager	
Stockton East Water	Finance Director	\$12,729	\$15,473	0%	\$0	\$0	\$0	\$15,473	\$0	\$3,521	\$123	\$23	\$17	\$28	\$0	\$224	\$19,410	0%	\$0	\$19,410		
Labor Market 50th percentile (approved agencies)		\$14,953						\$16,102												\$18,803		
% Carmichael Water District is Above or Below 50th percentile		5.91%						-1.32%												5.13%		
Labor Market 62.5th percentile (approved agencies)		\$16,449						\$17,030												\$20,673		
% Carmichael Water District is Above or Below 62.5th percentile		-3.50%						-7.15%												-4.30%		
Labor Market Mean (approved agencies)		\$15,883						\$16,400												\$19,996		
% Carmichael Water District is Above or Below Mean		0.06%						-3.19%												-0.88%		
# Of Comparable Matches		11																				
Labor Market 50th percentile (all agencies)		\$14,953						\$16,102												\$18,803		
% Carmichael Water District is Above or Below 50th percentile		5.91%						-1.32%												5.13%		
Labor Market 62.5th percentile (all agencies)		\$15,945						\$16,629												\$19,935		
% Carmichael Water District is Above or Below 62.5th percentile		-0.33%						-4.63%												-0.58%		
Labor Market Mean (all agencies)		\$15,772						\$16,399												\$19,928		
% Carmichael Water District is Above or Below Mean		0.76%						-3.18%												-0.54%		
# Of Comparable Matches		15																				
Salary data effective as of 7/2025																						

Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments
Carmichael Water District	General Manager	\$20,231	\$20,231	0%	\$0	\$0	\$0	\$20,231	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$1,203	\$24,222	0%	\$0	\$24,222	
Approved Survey Agencies																					
Citrus Heights Water District	General Manager	\$17,016	\$22,972	0%	\$0	\$689	\$0	\$23,661	\$0	\$2,875	\$164	\$28	\$39	\$78	\$0	\$1,243	\$28,088	0%	\$0	\$28,088	
City of Folsom	No Comparable Class																				
City of Roseville	No Comparable Class																				
City of Sacramento	No Comparable Class																				
El Dorado Irrigation District	General Manager	\$26,203	\$26,203	0%	\$0	\$167	\$0	\$26,370	\$0	\$2,626	\$153	\$16	\$68	\$0	\$0	\$1,290	\$30,523	0%	\$0	\$30,523	
Elk Grove Water District	General Manager	\$22,787	\$27,695	1%	\$277	\$0	\$692	\$28,664	\$0	\$2,601	\$128	\$23	\$50	\$0	\$0	\$402	\$31,868	0%	\$0	\$31,868	
Fair Oaks Water District	General Manager	\$14,607	\$21,000	0%	\$0	\$167	\$0	\$21,167	\$0	\$3,521	\$128	\$24	\$58	\$66	\$0	\$1,214	\$26,179	0%	\$0	\$26,179	
Placer County Water Agency	General Manager	\$26,647	\$26,647	0%	\$0	\$0	\$666	\$27,313	\$0	\$2,502	\$54	\$18	\$73	\$27	\$0	\$1,296	\$31,283	0%	\$0	\$31,283	
Sacramento County	No Comparable Class																				
Sacramento Suburban Water District	General Manager	\$21,683	\$21,683	0%	\$0	\$0	\$0	\$21,683	\$0	\$2,551	\$212	\$21	\$43	\$38	\$0	\$1,224	\$25,772	0%	\$0	\$25,772	
San Juan Water District	General Manager	\$20,932	\$20,932	0%	\$0	\$0	\$0	\$20,932	\$0	\$3,042	\$149	\$19	\$56	\$44	\$0	\$1,213	\$25,455	0%	\$0	\$25,455	
Additional Agencies																					
City of Fairfield	No Comparable Class																				
City of Vallejo	No Comparable Class																				
South San Joaquin Irrigation District	General Manager	\$26,000	\$26,000	8%	\$2,080	\$292	\$0	\$28,372	\$0	\$2,831	\$139	\$24	\$55	\$22	\$0	\$1,287	\$32,728	0%	\$0	\$32,728	
Stockton East Water	General Manager	\$23,351	\$23,351	0%	\$0	\$0	\$0	\$23,351	\$0	\$3,521	\$123	\$23	\$17	\$28	\$0	\$339	\$27,402	0%	\$0	\$27,402	

Labor Market 50th percentile (approved agencies)	\$22,972	\$23,661	\$28,088
% Carmichael Water District is Above or Below 50th percentile	-13.55%	-16.95%	-15.96%
Labor Market 62.5th percentile (approved agencies)	\$25,395	\$25,693	\$29,914
% Carmichael Water District is Above or Below 62.5th percentile	-25.53%	-27.00%	-23.50%
Labor Market Mean (approved agencies)	\$23,876	\$24,256	\$28,452
% Carmichael Water District is Above or Below Mean	-18.02%	-19.89%	-17.47%
# Of Comparable Matches	7		
Labor Market 50th percentile (all agencies)	\$23,351	\$23,661	\$28,088
% Carmichael Water District is Above or Below 50th percentile	-15.42%	-16.95%	-15.96%
Labor Market 62.5th percentile (all agencies)	\$26,000	\$26,370	\$30,523
% Carmichael Water District is Above or Below 62.5th percentile	-28.52%	-30.34%	-26.01%
Labor Market Mean (all agencies)	\$24,054	\$24,612	\$28,811
% Carmichael Water District is Above or Below Mean	-18.89%	-21.66%	-18.95%
# Of Comparable Matches	9		

Salary data effective as of 7/2025

Appendix A				Carmichael Water District Total Compensation Study 7/2025																			
New Hires, Classic Members																							
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments		
Carmichael Water District	GIS Specialist	\$6,657	\$8,091	0%	\$0	\$0	\$0	\$8,091	\$0	\$2,597	\$115	\$29	\$31	\$15	\$0	\$619	\$11,496	0%	\$0	\$11,496			
Approved Survey Agencies																							
Citrus Heights Water District	Engineering/GIS Technician	\$6,758	\$9,126	0%	\$0	\$274	\$0	\$9,400	\$0	\$2,875	\$164	\$28	\$39	\$47	\$0	\$698	\$13,251	0%	\$0	\$13,251			
City of Folsom	Engineering Technician II	\$6,089	\$7,713	0%	\$0	\$100	\$193	\$8,006	\$0	\$1,955	\$117	\$19	\$9	\$27	\$50	\$590	\$10,773	0%	\$0	\$10,773			
City of Roseville	GIS Technician II	\$5,527	\$7,777	6.197%	\$482	\$233	\$194	\$8,687	\$2,415	inc	inc	inc	\$11	\$12	\$100	\$113	\$11,338	6.197%	\$482	\$10,856			
City of Sacramento	Engineering Technician II	\$4,890	\$6,881	0%	\$0	\$0	\$0	\$6,881	\$0	\$2,051	\$0	\$0	\$2	\$0	\$0	\$526	\$9,460	1%	\$69	\$9,391			
El Dorado Irrigation District	Engineering Technician II	\$6,415	\$7,797	0%	\$0	\$0	\$0	\$7,797	\$0	\$2,626	\$153	\$16	\$14	\$0	\$0	\$596	\$11,203	0%	\$0	\$11,203			
Elk Grove Water District	Engineering Technician II	\$7,789	\$9,471	1%	\$95	\$0	\$237	\$9,802	\$0	\$2,601	\$128	\$23	\$50	\$0	\$0	\$137	\$12,742	0%	\$0	\$12,742			
Fair Oaks Water District	No Comparable Class																						
Placer County Water Agency	CAD/GIS Technician II	\$6,219	\$7,937	0%	\$0	\$0	\$198	\$8,135	\$0	\$2,502	\$54	\$18	\$22	\$20	\$0	\$607	\$11,358	0%	\$0	\$11,358			
Sacramento County	GIS Technician II	\$5,135	\$6,243	0%	\$0	\$0	\$156	\$6,399	\$0	\$1,893	\$119	\$0	\$1	\$0	\$54	\$478	\$8,943	1.35%	\$84	\$8,859			
Sacramento Suburban Water District	GIS Technician II	\$6,627	\$8,284	0%	\$0	\$0	\$0	\$8,284	\$0	\$2,551	\$212	\$21	\$25	\$21	\$0	\$634	\$11,748	0%	\$0	\$11,748			
San Juan Water District	No Comparable Class																				Engineering Technician does mapping but have higher level CMMS/GIS Coordinator		
Additional Agencies																							
City of Fairfield	No Comparable Class																						
City of Vallejo	Engineering Technician II	\$6,734	\$8,184	0%	\$0	\$0	\$0	\$8,184	\$0	\$2,315	\$172	\$21	\$5	\$12	\$123	\$626	\$11,458	1%	\$82	\$11,376			
South San Joaquin Irrigation District	Engineering Technician	\$7,537	\$9,162	4%	\$366	\$250	\$0	\$9,779	\$0	\$3,161	\$175	inc	inc	inc	\$0	\$701	\$13,816	0%	\$0	\$13,816			
Stockton East Water	Engineering Technician	\$6,207	\$7,545	0%	\$0	\$0	\$0	\$7,545	\$0	\$3,521	\$123	\$23	\$17	\$25	\$0	\$109	\$11,364	0%	\$0	\$11,364			
Labor Market 50th percentile (approved agencies)		\$7,797						\$8,135													\$11,203		
% Carmichael Water District is Above or Below 50th percentile		3.63%						-0.55%													2.55%		
Labor Market 62.5th percentile (approved agencies)		\$7,937						\$8,284													\$11,358		
% Carmichael Water District is Above or Below 62.5th percentile		1.90%						-2.38%													1.20%		
Labor Market Mean (approved agencies)		\$7,914						\$8,155													\$11,131		
% Carmichael Water District is Above or Below Mean		2.18%						-0.79%													3.17%		
# Of Comparable Matches		9																					
Labor Market 50th percentile (all agencies)		\$7,867						\$8,160													\$11,361		
% Carmichael Water District is Above or Below 50th percentile		2.76%						-0.85%													1.17%		
Labor Market 62.5th percentile (all agencies)		\$8,153						\$8,271													\$11,375		
% Carmichael Water District is Above or Below 62.5th percentile		-0.77%						-2.23%													1.05%		
Labor Market Mean (all agencies)		\$8,010						\$8,242													\$11,395		
% Carmichael Water District is Above or Below Mean		1.00%						-1.86%													0.88%		
# Of Comparable Matches		12																					
Salary data effective as of 7/2025																							

Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments
Carmichael Water District	Production Superintendent	\$11,615	\$14,118	0%	\$0	\$0	\$0	\$14,118	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$1,080	\$17,986	0%	\$0	\$17,986	T4, D2, Cross Connection Control Certificate
Approved Survey Agencies																					
Citrus Heights Water District	No Comparable Class																				
City of Folsom	No Comparable Class																				Supervisor level
City of Roseville	No Comparable Class																				Supervisor level
City of Sacramento	Utilities Operations and Maintenance Superintendent	\$8,927	\$12,561	0%	\$0	\$502	\$0	\$13,064	\$0	\$2,051	\$0	\$0	\$5	\$15	\$0	\$961	\$16,095	1%	\$126	\$15,969	T5
El Dorado Irrigation District	No Comparable Class																				Supervisor level
Elk Grove Water District	No Comparable Class																				Supervisor level
Fair Oaks Water District	No Comparable Class																				
Placer County Water Agency	No Comparable Class																				Supervisor reports to manager over all of drinking water
Sacramento County	Water System Superintendent	\$13,844	\$15,262	0%	\$0	\$458	\$382	\$16,101	\$0	\$1,893	\$119	\$0	\$2	\$0	\$54	\$1,131	\$19,300	1.35%	\$206	\$19,094	T5; 3.35% Management differential added to base pay
Sacramento Suburban Water District	No Comparable Class																				Production Superintendent requires T2, D4
San Juan Water District	Water Treatment Plant Manager	\$13,883	\$16,661	0%	\$0	\$0	\$0	\$16,661	\$0	\$3,042	\$149	\$19	\$56	\$44	\$0	\$1,151	\$21,122	0%	\$0	\$21,122	T5
Additional Agencies																					
City of Fairfield	Water Treatment Manager	\$11,959	\$14,536	2.5%	\$363	\$1,512	\$0	\$16,411	\$0	\$1,973	\$112	\$14	\$12	\$21	\$50	\$211	\$18,803	5.25%	\$763	\$18,040	T5
City of Vallejo	No Comparable Class																				Water Operations Superintendent is not an active classification
South San Joaquin Irrigation District	Water Treatment Plant Manager	\$16,097	\$19,568	8%	\$1,565	\$292	\$0	\$21,425	\$0	\$2,831	\$139	\$24	\$55	\$22	\$0	\$1,194	\$25,688	0%	\$0	\$25,688	T5
Stockton East Water	Water Operations Manager	\$12,922	\$15,707	0%	\$0	\$0	\$0	\$15,707	\$0	\$3,521	\$123	\$23	\$17	\$28	\$0	\$228	\$19,647	0%	\$0	\$19,647	T5
Labor Market 50th percentile (approved agencies)		\$15,262						\$16,101												\$19,094	
% Carmichael Water District is Above or Below 50th percentile		-8.10%						-14.04%												-6.16%	
Labor Market 62.5th percentile (approved agencies)		\$15,611						\$16,241												\$19,601	
% Carmichael Water District is Above or Below 62.5th percentile		-10.58%						-15.04%												-8.98%	
Labor Market Mean (approved agencies)		\$14,828						\$15,275												\$18,728	
% Carmichael Water District is Above or Below Mean		-5.03%						-8.19%												-4.13%	
# Of Comparable Matches		3																			
Labor Market 50th percentile (all agencies)		\$15,484						\$16,256												\$19,371	
% Carmichael Water District is Above or Below 50th percentile		-9.68%						-15.14%												-7.70%	
Labor Market 62.5th percentile (all agencies)		\$15,826						\$16,442												\$19,832	
% Carmichael Water District is Above or Below 62.5th percentile		-12.10%						-16.46%												-10.26%	
Labor Market Mean (all agencies)		\$15,716						\$16,561												\$19,927	
% Carmichael Water District is Above or Below Mean		-11.31%						-17.30%												-10.79%	
# Of Comparable Matches		6																			

Salary data effective as of 7/2025



Carmichael Water District Total Compensation Study 7/2025																						
New Hires, Classic Members																						
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments	
Carmichael Water District	Senior Accountant	\$7,666	\$9,319	0%	\$0	\$0	\$0	\$9,319	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$713	\$12,820	0%	\$0	\$12,820		
Approved Survey Agencies																						
Citrus Heights Water District	Accountant	\$7,382	\$9,965	0%	\$0	\$299	\$0	\$10,264	\$0	\$2,875	\$164	\$28	\$39	\$52	\$0	\$762	\$14,184	0%	\$0	\$14,184		
City of Folsom	No Comparable Class																					
City of Roseville	Accountant II	\$6,156	\$8,663	6.197%	\$537	\$260	\$217	\$9,676	\$2,415	inc	inc	inc	\$12	\$14	\$100	\$126	\$12,343	6.197%	\$537	\$11,806		
City of Sacramento	Accountant Auditor	\$6,148	\$8,651	0%	\$0	\$346	\$0	\$8,997	\$0	\$2,051	\$0	\$0	\$5	\$10	\$0	\$662	\$11,725	1%	\$87	\$11,639		
El Dorado Irrigation District	Accountant	\$7,445	\$9,050	0%	\$0	\$0	\$0	\$9,050	\$0	\$2,626	\$153	\$16	\$16	\$0	\$0	\$692	\$12,554	0%	\$0	\$12,554		
Elk Grove Water District	No Comparable Class																					
Fair Oaks Water District	No Comparable Class																					
Placer County Water Agency	Accountant	\$6,857	\$8,751	0%	\$0	\$0	\$219	\$8,970	\$0	\$2,502	\$54	\$18	\$24	\$22	\$0	\$669	\$12,259	0%	\$0	\$12,259		
Sacramento County	Accountant	\$6,389	\$7,767	0%	\$0	\$0	\$194	\$7,961	\$0	\$1,893	\$119	\$0	\$1	\$0	\$54	\$594	\$10,622	1.35%	\$105	\$10,517		
Sacramento Suburban Water District	Accountant II	\$6,250	\$8,930	0%	\$0	\$0	\$0	\$8,930	\$0	\$2,551	\$212	\$21	\$27	\$23	\$0	\$683	\$12,447	0%	\$0	\$12,447		
San Juan Water District	Accountant	\$8,193	\$9,832	0%	\$0	\$0	\$0	\$9,832	\$0	\$3,042	\$149	\$19	\$33	\$44	\$0	\$752	\$13,871	0%	\$0	\$13,871		
Additional Agencies																						
City of Fairfield	Accountant/Auditor II	\$8,892	\$10,808	2.5%	\$270	\$1,124	\$0	\$12,202	\$0	\$1,973	\$112	\$14	\$12	\$16	\$50	\$157	\$14,537	5.25%	\$567	\$13,969		
City of Vallejo	Accountant	\$7,385	\$8,975	0%	\$0	\$0	\$0	\$8,975	\$0	\$2,315	\$172	\$21	\$5	\$13	\$135	\$687	\$12,323	1%	\$90	\$12,234		
South San Joaquin Irrigation District	Accountant	\$7,680	\$9,332	8%	\$747	\$292	\$0	\$10,371	\$0	\$2,831	\$139	\$24	\$55	\$22	\$0	\$714	\$14,154	0%	\$0	\$14,154		
Stockton East Water	Accountant	\$6,965	\$8,467	0%	\$0	\$0	\$0	\$8,467	\$0	\$3,521	\$123	\$23	\$17	\$28	\$0	\$123	\$12,302	0%	\$0	\$12,302		
Labor Market 50th percentile (approved agencies)		\$8,841						\$9,024												\$12,353		
% Carmichael Water District is Above or Below 50th percentile		5.14%						3.17%												3.64%		
Labor Market 62.5th percentile (approved agencies)		\$8,975						\$9,285												\$12,487		
% Carmichael Water District is Above or Below 62.5th percentile		3.69%						0.37%												2.60%		
Labor Market Mean (approved agencies)		\$8,951						\$9,210												\$12,410		
% Carmichael Water District is Above or Below Mean		3.95%						1.17%												3.20%		
# Of Comparable Matches		8																				
Labor Market 50th percentile (all agencies)		\$8,953						\$9,024												\$12,375		
% Carmichael Water District is Above or Below 50th percentile		3.93%						3.17%												3.47%		
Labor Market 62.5th percentile (all agencies)		\$9,041						\$9,598												\$12,541		
% Carmichael Water District is Above or Below 62.5th percentile		2.99%						-2.99%												2.18%		
Labor Market Mean (all agencies)		\$9,099						\$9,475												\$12,661		
% Carmichael Water District is Above or Below Mean		2.36%						-1.67%												1.24%		
# Of Comparable Matches		12																				
Salary data effective as of 7/2025																						

Appendix A				Carmichael Water District Total Compensation Study 7/2025																	
New Hires, Classic Members																					
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments
Carmichael Water District	Treatment Operator II	\$6,706	\$7,580	0%	\$0	\$0	\$0	\$7,580	\$0	\$2,597	\$115	\$29	\$29	\$14	\$0	\$580	\$10,943	0%	\$0	\$10,943	T2, D1
Approved Survey Agencies																					
Citrus Heights Water District	No Comparable Class																				
City of Folsom	Water Treatment Plant Operator II	\$5,799	\$7,346	0%	\$0	\$100	\$184	\$7,630	\$0	\$1,955	\$117	\$19	\$9	\$26	\$50	\$562	\$10,367	0%	\$0	\$10,367	T2; Class B
City of Roseville	Water Treatment Plant Operator-Grade II	\$5,667	\$7,974	6.197%	\$494	\$239	\$199	\$8,907	\$2,415	inc	inc	inc	\$11	\$13	\$100	\$116	\$11,561	6.197%	\$494	\$11,067	T2; 8 hour salary listed
City of Sacramento	Plant Operator	\$5,530	\$7,781	0%	\$0	\$0	\$0	\$7,781	\$0	\$2,051	\$0	\$0	\$2	\$0	\$0	\$595	\$10,429	1%	\$78	\$10,352	Class A or B; T2
El Dorado Irrigation District	Water Treatment Plant Operator II	\$6,611	\$8,036	0%	\$0	\$0	\$0	\$8,036	\$0	\$2,626	\$153	\$16	\$14	\$0	\$0	\$615	\$11,461	0%	\$0	\$11,461	T2 , D1
Elk Grove Water District	Water Treatment Operator II	\$6,728	\$8,180	1%	\$82	\$0	\$204	\$8,466	\$0	\$2,601	\$128	\$23	\$49	\$0	\$0	\$119	\$11,386	0%	\$0	\$11,386	T2, D2
Fair Oaks Water District	Water Supply Operator	\$7,316	\$9,875	0%	\$0	\$167	\$0	\$10,042	\$0	\$3,521	\$128	\$24	\$27	\$31	\$0	\$755	\$14,529	0%	\$0	\$14,529	T2; D2; Cross Connection
Placer County Water Agency	Treatment Plant Operator Trainee II	\$5,116	\$6,529	0%	\$0	\$0	\$163	\$6,692	\$0	\$2,502	\$54	\$18	\$18	\$17	\$0	\$499	\$9,800	0%	\$0	\$9,800	T2
Sacramento County	Water System Operator	\$6,509	\$7,908	0%	\$0	\$0	\$198	\$8,106	\$0	\$1,893	\$119	\$0	\$1	\$0	\$54	\$605	\$10,777	1.35%	\$107	\$10,670	2% added to base pay for T2
Sacramento Suburban Water District	Production Operator II	\$6,100	\$7,623	0%	\$0	\$0	\$0	\$7,623	\$0	\$2,551	\$212	\$21	\$23	\$19	\$0	\$583	\$11,033	0%	\$0	\$11,033	T2; D2
San Juan Water District	Water Treatment Plant Operator II	\$7,344	\$8,812	0%	\$0	\$0	\$0	\$8,812	\$0	\$3,042	\$149	\$19	\$30	\$43	\$0	\$674	\$12,769	0%	\$0	\$12,769	T2
Additional Agencies																					
City of Fairfield	No Comparable Class																				No T2
City of Vallejo	Water Treatment Plant Operator Trainee I	\$5,002	\$6,081	0%	\$0	\$0	\$0	\$6,081	\$0	\$2,315	\$172	\$21	\$5	\$9	\$91	\$465	\$9,159	1%	\$61	\$9,099	T2
South San Joaquin Irrigation District	Water Treatment Operator II	\$7,200	\$8,755	4%	\$350	\$250	\$0	\$9,355	\$0	\$3,161	\$175	inc	inc	inc	\$0	\$670	\$13,361	0%	\$0	\$13,361	T2; D2; T3 and D3 within 24 months
Stockton East Water	Water Treatment Plant Trainee	\$6,145	\$7,470	0%	\$0	\$0	\$0	\$7,470	\$0	\$3,521	\$123	\$23	\$17	\$25	\$0	\$108	\$11,288	0%	\$0	\$11,288	T2
Labor Market 50th percentile (approved agencies)		\$7,941						\$8,071												\$11,050	
% Carmichael Water District is Above or Below 50th percentile		-4.77%						-6.48%												-0.98%	
Labor Market 62.5th percentile (approved agencies)		\$8,013						\$8,331												\$11,266	
% Carmichael Water District is Above or Below 62.5th percentile		-5.71%						-9.91%												-2.95%	
Labor Market Mean (approved agencies)		\$8,006						\$8,209												\$11,343	
% Carmichael Water District is Above or Below Mean		-5.63%						-8.31%												-3.66%	
# Of Comparable Matches		10																			
Labor Market 50th percentile (all agencies)		\$7,908						\$8,036												\$11,067	
% Carmichael Water District is Above or Below 50th percentile		-4.33%						-6.02%												-1.13%	
Labor Market 62.5th percentile (all agencies)		\$8,005						\$8,286												\$11,337	
% Carmichael Water District is Above or Below 62.5th percentile		-5.61%						-9.31%												-3.60%	
Labor Market Mean (all agencies)		\$7,875						\$8,077												\$11,322	
% Carmichael Water District is Above or Below Mean		-3.89%						-6.56%												-3.46%	
# Of Comparable Matches		13																			
Salary data effective as of 7/2025																					

Carmichael Water District Total Compensation Study 7/2025																						
New Hires, Classic Members																						
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments	
Carmichael Water District	Treatment Operator III	\$7,781	\$8,795	0%	\$0	\$0	\$0	\$8,795	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$673	\$12,256	0%	\$0	\$12,256	T3, D2	
Approved Survey Agencies																						
Citrus Heights Water District	No Comparable Class																					
City of Folsom	Water Treatment Plant Operator III	\$6,392	\$8,098	0%	\$0	\$100	\$202	\$8,400	\$0	\$1,955	\$117	\$19	\$9	\$29	\$50	\$619	\$11,198	0%	\$0	\$11,198	T3; Class B	
City of Roseville	Water Treatment Plant Operator-Grade III	\$6,353	\$8,940	6.197%	\$554	\$268	\$224	\$9,986	\$2,415	inc	inc	inc	\$12	\$14	\$100	\$130	\$12,657	6.197%	\$554	\$12,103	T3; 8 hour salary listed	
City of Sacramento	Senior Plant Operator	\$6,642	\$9,347	0%	\$0	\$0	\$0	\$9,347	\$0	\$2,051	\$0	\$0	\$2	\$0	\$0	\$715	\$12,114	1%	\$93	\$12,021	Class A or B; T3	
El Dorado Irrigation District	Water Treatment Plant Operator III	\$6,947	\$8,443	0%	\$0	\$0	\$0	\$8,443	\$0	\$2,626	\$153	\$16	\$15	\$0	\$0	\$646	\$11,900	0%	\$0	\$11,900	T3, D2	
Elk Grove Water District	Water Treatment Operator III	\$7,418	\$9,019	1%	\$90	\$0	\$225	\$9,334	\$0	\$2,601	\$128	\$23	\$50	\$0	\$0	\$131	\$12,267	0%	\$0	\$12,267	T3, D2	
Fair Oaks Water District	No Comparable Class																					
Placer County Water Agency	Treatment Plant Operator	\$6,529	\$8,334	0%	\$0	\$0	\$208	\$8,542	\$0	\$2,502	\$54	\$18	\$23	\$21	\$0	\$638	\$11,798	0%	\$0	\$11,798	T3	
Sacramento County	No Comparable Class																					
Sacramento Suburban Water District	No Comparable Class																					
San Juan Water District	Water Treatment Plant Operator III	\$8,112	\$9,735	0%	\$0	\$0	\$0	\$9,735	\$0	\$3,042	\$149	\$19	\$33	\$44	\$0	\$745	\$13,766	0%	\$0	\$13,766	T3	
Additional Agencies																						
City of Fairfield	Water Treatment Plant Operator III	\$8,054	\$9,790	0%	\$0	\$173	\$49	\$10,012	\$0	\$2,384	\$111	\$14	\$4	\$15	\$50	\$142	\$12,732	2.5%	\$245	\$12,487	T3	
City of Vallejo	Water Treatment Plant Operator	\$8,839	\$10,744	0%	\$0	\$0	\$0	\$10,744	\$0	\$2,315	\$172	\$21	\$5	\$14	\$161	\$822	\$14,254	1%	\$107	\$14,146	T3	
South San Joaquin Irrigation District	Water Treatment Operator III	\$8,519	\$10,357	4%	\$414	\$250	\$0	\$11,021	\$0	\$3,161	\$175	inc	inc	inc	\$0	\$792	\$15,149	0%	\$0	\$15,149	T3; D2	
Stockton East Water	Treatment Plant Operator	\$7,354	\$8,940	0%	\$0	\$0	\$0	\$8,940	\$0	\$3,521	\$123	\$23	\$17	\$28	\$0	\$130	\$12,782	0%	\$0	\$12,782	T4	
Labor Market 50th percentile (approved agencies)		\$8,940						\$9,334												\$12,021		
% Carmichael Water District is Above or Below 50th percentile		-1.65%						-6.13%												1.92%		
Labor Market 62.5th percentile (approved agencies)		\$8,999						\$9,343												\$12,082		
% Carmichael Water District is Above or Below 62.5th percentile		-2.32%						-6.23%												1.41%		
Labor Market Mean (approved agencies)		\$8,845						\$9,112												\$12,150		
% Carmichael Water District is Above or Below Mean		-0.57%						-3.61%												0.86%		
# Of Comparable Matches		7																				
Labor Market 50th percentile (all agencies)		\$9,019						\$9,347												\$12,267		
% Carmichael Water District is Above or Below 50th percentile		-2.54%						-6.27%												-0.10%		
Labor Market 62.5th percentile (all agencies)		\$9,444						\$9,798												\$12,561		
% Carmichael Water District is Above or Below 62.5th percentile		-7.37%						-11.40%												-2.49%		
Labor Market Mean (all agencies)		\$9,250						\$9,500												\$12,693		
% Carmichael Water District is Above or Below Mean		-5.17%						-8.02%												-3.56%		
# Of Comparable Matches		11																				
Salary data effective as of 7/2025																						

Appendix A		Carmichael Water District Total Compensation Study 7/2025																					
New Hires, Classic Members																							
Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments		
Carmichael Water District	Treatment Operator IV	\$9,073	\$10,255	0%	\$0	\$0	\$0	\$10,255	\$0	\$2,597	\$115	\$29	\$32	\$16	\$0	\$784	\$13,827	0%	\$0	\$13,827	T4, D2		
Approved Survey Agencies																							
Citrus Heights Water District	No Comparable Class																						
City of Folsom	No Comparable Class																						
City of Roseville	No Comparable Class																						
City of Sacramento	No Comparable Class																						
El Dorado Irrigation District	Water Treatment Plant Operator IV	\$7,296	\$8,868	0%	\$0	\$0	\$0	\$8,868	\$0	\$2,626	\$153	\$16	\$16	\$0	\$0	\$678	\$12,358	0%	\$0	\$12,358	T4, D2		
Elk Grove Water District	No Comparable Class																						
Fair Oaks Water District	No Comparable Class																						
Placer County Water Agency	No Comparable Class																						
Sacramento County	No Comparable Class																						
Sacramento Suburban Water District	No Comparable Class																						
San Juan Water District	Water Treatment Plant Operator IV	\$8,960	\$10,753	0%	\$0	\$0	\$0	\$10,753	\$0	\$3,042	\$149	\$19	\$36	\$44	\$0	\$823	\$14,866	0%	\$0	\$14,866	T4		
Additional Agencies																							
City of Fairfield	Water Treatment Plant Operator IV	\$8,891	\$10,807	0%	\$0	\$183	\$54	\$11,044	\$0	\$2,384	\$111	\$14	\$4	\$16	\$50	\$157	\$13,781	2.5%	\$270	\$13,510	T4		
City of Vallejo	Senior Water Treatment Plant Operator	\$9,291	\$11,294	0%	\$0	\$0	\$0	\$11,294	\$0	\$2,315	\$172	\$21	\$5	\$14	\$169	\$864	\$14,854	1%	\$113	\$14,741	T4; LEAD		
South San Joaquin Irrigation District	Water Treatment Operator IV	\$10,027	\$12,187	4%	\$487	\$250	\$0	\$12,925	\$0	\$3,161	\$175	inc	inc	inc	\$0	\$932	\$17,193	0%	\$0	\$17,193	T4; D3		
Stockton East Water	Senior Treatment Plant Operator	\$7,846	\$9,537	0%	\$0	\$0	\$0	\$9,537	\$0	\$3,521	\$123	\$23	\$17	\$28	\$0	\$138	\$13,388	0%	\$0	\$13,388	T4, D2; LEAD		
Labor Market 50th percentile (approved agencies)		\$9,811						\$9,811											\$13,612				
% Carmichael Water District is Above or Below 50th percentile		4.33%						4.33%											1.56%				
Labor Market 62.5th percentile (approved agencies)		\$10,046						\$10,046											\$13,925				
% Carmichael Water District is Above or Below 62.5th percentile		2.03%						2.03%											-0.71%				
Labor Market Mean (approved agencies)		\$9,811						\$9,811											\$13,612				
% Carmichael Water District is Above or Below Mean		4.33%						4.33%											1.56%				
# Of Comparable Matches		2																					
Labor Market 50th percentile (all agencies)		\$10,780						\$10,899											\$14,126				
% Carmichael Water District is Above or Below 50th percentile		-5.12%						-6.28%											-2.16%				
Labor Market 62.5th percentile (all agencies)		\$10,868						\$11,075											\$14,757				
% Carmichael Water District is Above or Below 62.5th percentile		-5.98%						-8.00%											-6.73%				
Labor Market Mean (all agencies)		\$10,574						\$10,737											\$14,343				
% Carmichael Water District is Above or Below Mean		-3.12%						-4.70%											-3.73%				
# Of Comparable Matches		6																					
Salary data effective as of 7/2025																							

Agency	Classification	Minimum Base Salary	Maximum Base Salary	Employee's Portion of Retirement Paid by the Employer (%)	Employee's Portion of Retirement Paid by the Employer (\$)	Deferred Compensation	Longevity pay at 10 Years	Total Cash	Cafeteria Plan	Health (Most Expensive Plan)	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security and/or Medicare	Total Comp	Employer's Portion of Retirement Paid by the Employee (%)	Employer's Portion of Retirement Paid by the Employee (\$)	Total Compensation minus ER portion of retirement paid by EE	Comments
Carmichael Water District	Water Efficiency Specialist II	\$6,260	\$7,610	0%	\$0	\$0	\$0	\$7,610	\$0	\$2,597	\$115	\$29	\$29	\$14	\$0	\$582	\$10,975	0%	\$0	\$10,975	D1, Landscape Irrigation Auditor Certificate, Water Use Practitioner Grade 2, D2
Approved Survey Agencies																					
Citrus Heights Water District	No Comparable Class																				
City of Folsom	Water Management Specialist	\$5,523	\$6,996	0%	\$0	\$100	\$175	\$7,271	\$0	\$1,955	\$117	\$19	\$9	\$25	\$50	\$535	\$9,981	0%	\$0	\$9,981	D1; CLIA; Water Practitioner
City of Roseville	Water Conservation Specialist	\$5,844	\$8,224	6.197%	\$510	\$347	\$0	\$9,080	\$2,415	inc	inc	inc	\$11	\$14	\$100	\$119	\$11,740	6.197%	\$510	\$11,231	Irrigation Auditor certificate; Water Conservation Practitioner Grade I
City of Sacramento	Water Conservation Specialist	\$4,290	\$6,036	0%	\$0	\$0	\$0	\$6,036	\$0	\$2,051	\$0	\$0	\$2	\$0	\$0	\$462	\$8,550	1%	\$60	\$8,490	Irrigation Auditor certificate
El Dorado Irrigation District	Water Use Efficiency Technician	\$6,103	\$7,419	0%	\$0	\$0	\$0	\$7,419	\$0	\$2,626	\$153	\$16	\$13	\$0	\$0	\$568	\$10,795	0%	\$0	\$10,795	Landscape Auditor certificate
Elk Grove Water District	No Comparable Class																				
Fair Oaks Water District	No Comparable Class																				Water Efficiency Specialist also administers grants and complies with reporting requirements and administers rebate programs
Placer County Water Agency	Water Efficiency Specialist II	\$5,923	\$7,559	0%	\$0	\$0	\$189	\$7,748	\$0	\$2,502	\$54	\$18	\$21	\$19	\$0	\$578	\$10,940	0%	\$0	\$10,940	D2; QWEL or CLIA certificate
Sacramento County	No Comparable Class																				
Sacramento Suburban Water District	Water Conservation Technician II	\$5,791	\$7,238	0%	\$0	\$0	\$0	\$7,238	\$0	\$2,551	\$212	\$21	\$22	\$18	\$0	\$554	\$10,617	0%	\$0	\$10,617	D1; CLIA certificate
San Juan Water District	Water Efficiency Technician II	\$6,714	\$8,057	0%	\$0	\$0	\$0	\$8,057	\$0	\$3,042	\$149	\$19	\$27	\$39	\$0	\$616	\$11,950	0%	\$0	\$11,950	QWEL certificate; D1
Additional Agencies																					
City of Fairfield	No Comparable Class																				
City of Vallejo	No Comparable Class																				
South San Joaquin Irrigation District	Water Conservation Coordinator	\$6,451	\$7,842	4%	\$314	\$250	\$0	\$8,405	\$0	\$3,161	\$175	inc	inc	inc	\$0	\$600	\$12,341	0%	\$0	\$12,341	
Stockton East Water	No Comparable Class																				
Labor Market 50th percentile (approved agencies)		\$7,419						\$7,419											\$10,795		
% Carmichael Water District is Above or Below 50th percentile		2.51%						2.51%											1.64%		
Labor Market 62.5th percentile (approved agencies)		\$7,524						\$7,666											\$10,904		
% Carmichael Water District is Above or Below 62.5th percentile		1.13%						-0.74%											0.65%		
Labor Market Mean (approved agencies)		\$7,361						\$7,550											\$10,572		
% Carmichael Water District is Above or Below Mean		3.26%						0.78%											3.68%		
# Of Comparable Matches		7																			
Labor Market 50th percentile (all agencies)		\$7,489						\$7,583											\$10,868		
% Carmichael Water District is Above or Below 50th percentile		1.59%						0.34%											0.98%		
Labor Market 62.5th percentile (all agencies)		\$7,665						\$7,864											\$11,049		
% Carmichael Water District is Above or Below 62.5th percentile		-0.73%						-3.34%											-0.67%		
Labor Market Mean (all agencies)		\$7,421						\$7,657											\$10,793		
% Carmichael Water District is Above or Below Mean		2.47%						-0.62%											1.66%		
# Of Comparable Matches		8																			

Salary data effective as of 7/2025

**APPENDIX B - TABLE 1**  
**COLA/Salary Range Increase Information<sup>1</sup>**

Survey Agency	Last COLA/Salary Range Increase Date/Amount	Next COLA/Salary Range Increase Date/Amount
<i>Carmichael Water District</i>	<i>Represented/Unrepresented 7/2024-5%</i>  <i>General Manager 7/2024-5%</i>	<i>Represented/Unrepresented 7/2025-3%</i>  <i>General Manager TBD</i>
Citrus Heights Water District	1/2025- 3.5%	1/2026- TBD
City of Fairfield	FGMA 7/2024-5.5%  FEA 7/2024-5%	FGMA None Scheduled  FEA None Scheduled
City of Folsom	FMMG 1/2025-3%  Local 39 7/2024-3%  Unrepresented-Exempt 7/2024-3%	FMMG None Scheduled  Local 39 None Scheduled  Unrepresented- Exempt 7/2025-3%
City of Roseville	Local 39 1/2025-2.5%  Management 1/2025-2.5%  IBEW 5/2024-varied by class	Local 39 1/2026-TBD by study  Management 1/2026-TBD by study  IBEW 5/2025- Based on study
City of Sacramento	SCXEA 7/2024-2%  Local 39 7/2024-4%  Local 39-Supervisory 7/2024-4%	SCXEA None Scheduled  Local 39 None Scheduled  Local 39-Superivsory None Scheduled

<sup>1</sup> All known salary increases through 7/31/2025 are included in datasheets

**APPENDIX B - TABLE 1**  
**COLA/Salary Range Increase Information<sup>1</sup>**

Survey Agency	Last COLA/Salary Range Increase Date/Amount	Next COLA/Salary Range Increase Date/Amount
	Water/Sewer 7/2023-10%	Water/Sewer None Scheduled
	Engineers 6/2024-3%	Engineers None Scheduled
	Plant Operators 7/2024-4%	Plant Operators None Scheduled
City of Vallejo	IBEW 7/2024- 5% COLA + 3% Equity= 8%	IBEW 7/2025-5%
	CAMP 9/2024-5%	CAMP 7/2025-5%
El Dorado Irrigation District	1/2025-4%	1/2026-3%
Elk Grove Water District	7/2024-3.63%	7/2025-1.9%
Fair Oaks Water District	1/2025-2.6%	1/2026-0% - 4%
Placer County Water Agency	1/2025-3%	None Scheduled
Sacramento County	6/2024-3.3%	None Scheduled
Sacramento Suburban Water District	Staff 1/2025-1.7%	Staff None Scheduled
	General Manager 1/2022- based on contract	General Manager TBD
San Juan Water District	7/2024-3.6%	7/2025 – 1.8%
South San Joaquin Irrigation District	Management 1/2025-2.5%	Management 1/2026-2.5% to 3.5%
	Union 1/2024-3.5%	Union TBD- in negotiations as of 3/13/2025
Stockton East Water	4/2024-2.5% (most)	4/2025-2.5%

APPENDIX B - TABLE 2 Retirement Information New Hire-Classic Employee				
Survey Agency	Retirement Agency	Retirement Benefit	Retirement Formula	24/25 PERS Employer Contribution Normal Cost
<b><i>Carmichael Water District</i></b>	<b><i>CalPERS</i></b>	<b><i>2% @ 55</i></b>	<b><i>Single Highest Year</i></b>	<b><i>13.05%</i></b>
Citrus Heights Water District	CalPERS	2% @ 55	Highest 3 Years	11.88%
City of Fairfield	CalPERS	2.5% @ 55	Highest 3 Years	11.47%
City of Folsom	CalPERS	2% @ 55	Highest 3 Years	11.73%
City of Roseville	CalPERS	2.7% @ 55	Single Highest Year	11.49%
City of Sacramento	CalPERS	2% @ 55	Single Highest Year	9.90%
City of Vallejo	CalPERS	2.7% @ 55	Single Highest Year	11.35%
El Dorado Irrigation District	CalPERS	2% @ 55	Highest 3 Years	11.31%
Elk Grove Water District	CalPERS	2% @ 55	Highest 3 Years	11.88%
Fair Oaks Water District	CalPERS	2% @ 55	Highest 3 Years	11.88%
Placer County Water Agency	CalPERS	2.7% @ 55	Single Highest Year	11.68%
Sacramento County	SCERS	1.92% @ 60	Highest 3 Years	8.58%
Sacramento Suburban Water District	CalPERS	2% @ 55	Highest 3 Years	12.67%
San Juan Water District	CalPERS	3% @ 60	Highest 3 Years	16.51%
South San Joaquin Irrigation District	CalPERS	2.5% @ 55	Single Highest Year	14.13%
Stockton East Water	CalPERS	2% @ 55	Single Highest Year	13.84%



APPENDIX B - TABLE 3 Vacation Leave						
Agency	Year 1 (hours per year)	Year 5 (hours per year)	Year 10 (hours per year)	Year 15 (hours per year)	Year 20 (hours per year)	Max Accrual
<b><i>Carmichael Water District<sup>2</sup></i></b>	<b>96</b>	<b>120</b>	<b>144</b>	<b>176</b>	<b>176</b>	<b>300</b>
Citrus Heights Water District	96	120	144	168	216	300
City of Fairfield	80	120	120	160 - 168 (varies by group)	176 - 200 (varies by group)	2x
City of Folsom <sup>3</sup>	192	224	256	288	288	320
City of Roseville	96	112	128	144	160	2x – 2.5x (varies)
City of Sacramento <sup>4</sup>	80	120	120	120	160	480
City of Vallejo	80	120	120 - 160 (varies by group)	160	160 - 200 (varies by group)	3x
El Dorado Irrigation District <sup>5</sup>	176	216	256	296	296	280
Elk Grove Water District	40	120	160	200	208	320
Fair Oaks Water District <sup>6</sup>	80	120	160	160	160	320
Placer County Water Agency <sup>7</sup>	80 - 120 (varies by group)	120	160	160	200	320
Sacramento County	81	120	161	200	200	400

<sup>2</sup> GM receives 120 hours

<sup>3</sup> Paid Time Off (includes vacation and sick leave)

<sup>4</sup> EE receives 24 hours longevity leave with 10 years of service (not included above)

<sup>5</sup> Paid Time Off (includes vacation and sick leave)

<sup>6</sup> GM receives 160 hours

<sup>7</sup> EE receives 40 hours longevity leave with 20 years of service (not included above)

APPENDIX B - TABLE 3 Vacation Leave						
Agency	Year 1 (hours per year)	Year 5 (hours per year)	Year 10 (hours per year)	Year 15 (hours per year)	Year 20 (hours per year)	Max Accrual
Sacramento Suburban Water District <sup>8</sup>	96	96	120	152	192	400
San Juan Water District	96	120	144	168	192	240
South San Joaquin Irrigation District	48 - 96 (varies by group)	96	144	168	192	360
Stockton East Water	80	120	160	200	200	360

<sup>8</sup> GM receives 200 hours to a max of 500 hours

**APPENDIX B - TABLE 4**  
**Sick Leave, Holidays, and Administrative Leave**

Agency	Sick Leave Annual Accrual (days/year)	Sick Leave Max Accrual	Fixed Holidays + Floating Holidays (number of holidays per year)	Administrative, Management Leave, Personal Leave
<i>Carmichael Water District</i>	<b>12</b>	<b>Unlimited</b>	<b>11 + 1 = 12</b>	<b>80 hours - GM, Finance Manager and Engineering Manager</b> <b>0 - others</b>
Citrus Heights Water District	12	Unlimited	10 + 1 = 11 + paid furlough December 26 – December 31	80 hours if exempt
City of Fairfield	12	Unlimited	14 + 0 = 14	144.86 hours - FGMA 50 hours - FEA
City of Folsom	Included in vacation	NA	12 + 1 = 13	80 hours - FMMG 0 - Local 39 80 hours if exempt (Unrepresented)
City of Roseville	12	Unlimited	10 + 2 = 12	45 hours - Local 39 Up to 100 hours - Management 45 hours - IBEW
City of Sacramento	12	Unlimited	12 + 2 = 14	SXCEA 24 – 80 hours depending upon unit  Others None
City of Vallejo	IBEW 12  CAMP 18	IBEW Unlimited  CAMP Unlimited	IBEW 12 + 2 = 14  CAMP 12 + 2 = 14	0 - IBEW 60 hours- CAMP
El Dorado Irrigation District	Included in vacation	NA	12.5 + 1 = 13.5	40 hours if exempt - EIDEA 80 hours - Managers/Supervisor 80 hours - Dept Head/GM
Elk Grove Water District	12	320 hours	11 + 1 = 12	80 hours - if exempt
Fair Oaks Water District	10	Unlimited	10 + 1 = 12	40 hours - management with 1-5 years 64 hours - Management with 6+ years 0 - Non- Management 104 hours - GM

**APPENDIX B - TABLE 4**  
**Sick Leave, Holidays, and Administrative Leave**

Agency	Sick Leave Annual Accrual (days/year)	Sick Leave Max Accrual	Fixed Holidays + Floating Holidays (number of holidays per year)	Administrative, Management Leave, Personal Leave
Placer County Water Agency	12	Unlimited	10 + 3 = 13	0 - WSU 72 hours - MMU/DMU 72 hours - GM
Sacramento County	15	Unlimited	14.5 + 0 = 14.5	0
Sacramento Suburban Water District	12	240 hours until age 55; unlimited after age 55	13 + 0 = 13	40 hours if exempt; 80 hours - GM
San Juan Water District	12	480 hours	12 + 1 = 13	40 hours - Management 0 - all others
South San Joaquin Irrigation District	12	Unlimited	10 + 2 = 12	40 hours - exempt
Stockton East Water	12	Unlimited	13 + 2 = 15	0

APPENDIX B - TABLE 5 Retiree Health (New Hires)					
Agency	Agency Contribution to Retiree Health Savings	Agency Monthly Contribution for Retiree	Agency Monthly Contribution for Retiree + 1	Agency Monthly Contribution for Retiree + 2	Vesting
<i>Carmichael Water District</i>	<i>\$0</i>	<i>10 years = 50%; +5% each additional year of service to max of 100% of active rate with 20 years</i>	<i>10 years = 50%; +5% each additional year of service to max of 100% of active rate with 20 years</i>	<i>10 years = 50%; +5% each additional year of service to max of 100% of active rate with 20 years</i>	<i>10 years</i>
Citrus Heights Water District	\$0	\$0	\$0	\$0	NA
City of Fairfield	FGMA \$50  FEA \$0	\$0	\$0	\$0	NA
City of Folsom	\$50	\$0	\$0	\$0	NA
City of Roseville	\$100 (with 5 years)	PEMHCA Minimum	No Additional Contribution	No Additional Contribution	10 years with PERS; 5 years with Agency
City of Sacramento	\$0	\$0	\$0	\$0	NA
City of Vallejo	IBEW/CAMP 1.5%	IBEW/CAMP PEMHCA Minimum	IBEW/CAMP No Additional Contribution	IBEW/CAMP No Additional Contribution	IBEW/CAMP 10 years with PERS; 5 years with Agency
El Dorado Irrigation District	\$0	10 years = 50%; +5% each additional year of service to max of 100% of active rate with 20 years	10 years = 50%; +5% each additional year of service to max of 100% of active rate with 20 years	10 years = 50%; +5% each additional year of service to max of 100% of active rate with 20 years	10 years
Elk Grove Water District	\$0	100% of cap with 15 years	100% of cap with 15 years	No Additional Contribution	15 years
Fair Oaks Water District	\$0	\$0	\$0	\$0	NA

APPENDIX B - TABLE 5 Retiree Health (New Hires)					
Agency	Agency Contribution to Retiree Health Savings	Agency Monthly Contribution for Retiree	Agency Monthly Contribution for Retiree + 1	Agency Monthly Contribution for Retiree + 2	Vesting
Placer County Water Agency	\$0	10 years = 50%; +5% each additional year of service to max of 100% of active rate with 20 years	10 years = 50%; +5% each additional year of service to max of 100% of active rate with 20 years	10 years = 50%; +5% each additional year of service to max of 100% of active rate with 20 years	10 years
Sacramento County	Units 1, 5, 10, 17, 28, 32 and 34 \$54  Unit 23 \$0	\$0	\$0	\$0	NA
Sacramento Suburban Water District	\$0	10 years = 50%; +5% each additional year of service to max of 100% (up to the higher of lowest cost HMO or PPO Plan, or the CalPERS 100/90 formula) with 20 years	10 years = 50%; +5% each additional year of service to max of 100% (up to the higher of lowest cost HMO or PPO Plan, or the CalPERS 100/90 formula) with 20 years	10 years = 50%; +5% each additional year of service to max of 100% (up to the higher of lowest cost HMO or PPO Plan, or the CalPERS 100/90 formula) with 20 years	10 years
San Juan Water District	\$0	10 years = 50%; +5% each additional year of service to max of 100% (using 100/90 method) with 20 years	10 years = 50%; +5% each additional year of service to max of 100% (using 100/90 method) with 20 years	10 years = 50%; +5% each additional year of service to max of 100% (using 100/90 method) with 20 years	10 years
South San Joaquin Irrigation District	\$0	\$0	\$0	\$0	NA
Stockton East Water	\$0	\$0	\$0	\$0	NA

**Carmichael Water District  
Draft Salary Schedule  
FY2025-26**

NON-REPRESENTED EMPLOYEES						
Non-Exempt		Step 1	Step 2	Step 3	Step 4	Step 5
Accountant	Hourly	37.3482	39.2156	41.1764	43.2352	45.3970
	Monthly	6,473.69	6,797.37	7,137.24	7,494.10	7,868.81
	Yearly	77,684.26	81,568.45	85,646.91	89,929.22	94,425.76
Accountant, Senior	Hourly	44.2313	46.4429	48.7650	51.2033	53.7635
	Monthly	7,666.76	8,050.10	8,452.60	8,875.24	9,319.01
	Yearly	92,001.10	96,601.23	101,431.20	106,502.86	111,828.08
Billing Specialist 1	Hourly	24.8208	26.0618	27.3649	28.7331	30.1698
	Monthly	4,302.27	4,517.38	4,743.25	4,980.40	5,229.43
	Yearly	51,627.26	54,208.54	56,918.99	59,764.85	62,753.18
Billing Specialist 2	Hourly	31.4841	33.0583	34.7112	36.4468	38.2691
	Monthly	5,457.24	5,730.11	6,016.61	6,317.45	6,633.31
	Yearly	65,486.93	68,761.26	72,199.30	75,809.34	79,599.73
Engineer in Training	Hourly	34.5114	36.2370	38.0489	39.9513	41.9489
	Monthly	5,981.98	6,281.08	6,595.14	6,924.89	7,271.14
	Yearly	71,783.71	75,372.96	79,141.71	83,098.70	87,253.71
Engineer, Assistant	Hourly	48.6583	51.0912	53.6458	56.3281	59.1445
	Monthly	8,434.11	8,855.81	9,298.61	9,763.54	10,251.71
	Yearly	101,209.26	106,269.70	111,583.26	117,162.45	123,020.56
Engineer, Associate Civil	Hourly	57.6220	60.5031	63.5283	66.7047	70.0399
	Monthly	9,987.81	10,487.20	11,011.57	11,562.15	12,140.25
	Yearly	119,853.76	125,846.45	132,138.86	138,745.78	145,682.99
GIS Specialist	Hourly	38.4034	40.3236	42.3398	44.4568	46.6796
	Monthly	6,656.59	6,989.42	7,338.90	7,705.85	8,091.13
	Yearly	79,879.07	83,873.09	88,066.78	92,470.14	97,093.57
Water Efficiency Specialist 1	Hourly	28.5609	29.9889	31.4883	33.0627	34.7158
	Monthly	4,950.56	5,198.08	5,457.97	5,730.87	6,017.41
	Yearly	59,406.67	62,376.91	65,495.66	68,770.42	72,208.86
Water Efficiency Specialist 2	Hourly	36.1184	37.9243	39.8205	41.8115	43.9021
	Monthly	6,260.52	6,573.55	6,902.22	7,247.33	7,609.70
	Yearly	75,126.27	78,882.54	82,826.64	86,967.92	91,316.37
NON-REPRESENTED EMPLOYEES						
Exempt		Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Specialist 1	Hourly	37.4863	39.3606	41.3286	43.3950	45.5648
	Monthly	6,497.63	6,822.50	7,163.62	7,521.80	7,897.90
	Yearly	77,971.50	81,870.05	85,963.49	90,261.60	94,774.78
Administrative Specialist 2	Hourly	46.1195	48.4255	50.8468	53.3891	56.0586
	Monthly	7,994.05	8,393.75	8,813.45	9,254.11	9,716.82
	Yearly	95,928.56	100,725.04	105,761.34	111,049.33	116,601.89
Billing Supervisor	Hourly	44.8849	47.1291	49.4856	51.9599	54.5579
	Monthly	7,780.05	8,169.04	8,577.50	9,006.38	9,456.70
	Yearly	93,360.59	98,028.53	102,930.05	108,076.59	113,480.43
Business Operations Specialist	Hourly	44.8849	47.1291	49.4856	51.9599	54.5579
	Monthly	7,780.05	8,169.04	8,577.50	9,006.38	9,456.70
	Yearly	93,360.59	98,028.53	102,930.05	108,076.59	113,480.43
Distribution Superintendent	Hourly	65.3008	68.5658	71.9941	75.5938	79.3735
	Monthly	11,318.81	11,884.74	12,478.98	13,102.93	13,758.07
	Yearly	135,825.66	142,616.86	149,747.73	157,235.10	165,096.88
Engineer, Manager	Hourly	85.6008	89.8808	94.3748	99.0935	104.0482
	Monthly	14,837.47	15,579.34	16,358.30	17,176.21	18,035.02
	Yearly	178,049.66	186,952.06	196,299.58	206,114.48	216,420.26
Engineer, Senior	Hourly	66.9410	70.2881	73.8025	77.4926	81.3672
	Monthly	11,603.11	12,183.27	12,792.43	13,432.05	14,103.65
	Yearly	139,237.28	146,199.25	153,509.20	161,184.61	169,243.78
Finance Manager	Hourly	79.0938	83.0485	87.2009	91.5609	96.1389
	Monthly	13,709.59	14,395.07	15,114.82	15,870.56	16,664.08
	Yearly	164,515.10	172,740.88	181,377.87	190,446.67	199,968.91
I.T. Coordinator	Hourly	50.5585	53.0864	55.7407	58.5277	61.4541
	Monthly	8,763.47	9,201.64	9,661.72	10,144.80	10,652.04
	Yearly	105,161.68	110,419.71	115,940.66	121,737.62	127,824.53
Production Superintendent	Hourly	70.2616	73.7747	77.4634	81.3366	85.4034
	Monthly	12,178.68	12,787.62	13,426.99	14,098.34	14,803.26
	Yearly	146,144.13	153,451.38	161,123.87	169,180.13	177,639.07
General Manager (Contract)	Hourly	116.7187	N/A	N/A	N/A	N/A
Effective: January 17, 2024	Monthly	20,231.24	N/A	N/A	N/A	N/A
	Yearly	242,774.90	N/A	N/A	N/A	N/A

REPRESENTED EMPLOYEES						
Distribution		Step 1	Step 2	Step 3	Step 4	Step 5
Distribution Operator 1	Hourly	25.5889	26.6552	27.7658	28.9227	
	Monthly	4,435.41	4,620.24	4,812.74	5,013.27	
	Yearly	53,224.91	55,442.82	57,752.86	60,159.22	
Distribution Operator 2	Hourly	39.8794	41.5412	43.2719	45.0749	
	Monthly	6,912.43	7,200.48	7,500.46	7,812.98	
	Yearly	82,949.15	86,405.70	90,005.55	93,755.79	
Distribution Operator 3	Hourly	45.1601	47.0418	49.0018	51.0435	
	Monthly	7,827.75	8,153.91	8,493.65	8,847.54	
	Yearly	93,933.01	97,846.94	101,923.74	106,170.48	
Production		Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Operator 1	Hourly	N/A	N/A	N/A	N/A	
	Monthly	N/A	N/A	N/A	N/A	
	Yearly	N/A	N/A	N/A	N/A	
Treatment Operator 2	Hourly	39.4399	41.0831	42.7950	44.5781	
	Monthly	6,836.25	7,121.07	7,417.80	7,726.87	
	Yearly	82,034.99	85,452.85	89,013.60	92,722.45	
Treatment Operator 3	Hourly	45.7623	47.6691	49.6552	51.7242	
	Monthly	7,932.13	8,262.64	8,606.90	8,965.53	
	Yearly	95,185.58	99,151.73	103,282.82	107,586.34	
Treatment Operator 4	Hourly	53.3612	55.5846	57.9006	60.3132	
	Monthly	9,249.28	9,634.66	10,036.10	10,454.29	
	Yearly	110,991.30	115,615.97	120,433.25	125,451.46	

**Note:** Monthly and Yearly Salaries are the average based on 2080 hours.  
Exempt/Management Hourly Range = Yearly Range / 2080 hours.  
Represented Employees' COLA was applied to each step for FY 25-26.  
**NOTE: Minimum wage increased to \$18 1/1/2026**



**ATTACHMENT 3**  
**CARMICHAEL WATER DISTRICT**  
**POLICY MANUAL**

**POLICY 5030: Vacation**

**5030.10** This policy shall apply to all full time regular employees.

**5030.20** Vacation leave shall accrue per pay period, commencing with the initial date of employment, at the following rate:

	<u>Years of Continuous Employment</u>	<u>Annual Vacation</u>	<u>Hours Accrued Per Pay Period</u>
<del>5030.20.1</del>	<del>1-4</del> through 4	12	3.70
<del>5030.20.2</del>	5 through 9	15	4.62
<del>5030.20.3</del>	10 through 14	18	5.54
<del>5030.20.4</del>	15 through <del>20</del> <u>19</u>	22	6.77
<del>5030.20.5</del>	<del>21-20</del> +	25	7.70

**5030.20.1** Probationary employees may accrue, but not utilize, vacation during the first six (6) months of employment unless otherwise required by federal, state, or local laws.

**5030.30** A maximum of three hundred (300) hours of vacation will be allowed to accrue. Additional vacation will not accrue beyond this limit. However, in recognition of unforeseen events and circumstances, as approved by the General Manager, vacation may be allowed to accrue beyond the limit of three hundred (300) hours. The only exception to the foregoing will be when it has been determined in advance that taking a vacation at the time requested will be a hardship on Carmichael Water District (District). In such an event, and with the advance approval of the General Manager, the accrued vacation will be rescheduled at a mutually agreeable date. Then, with the General Manager's advance approval, vacation may be carried over until such time that it can be taken. The General Manager is to use administrative judgment in the handling of situations where employee's accumulation exceeds established limits.

**5030.40** Vacation schedules will be arranged as early as possible each year. The District will endeavor to grant vacations as requested, subject, however, to the right of the District to schedule or assign vacations in accordance with operating needs.

**5030.50** An employee who becomes ill while on vacation and desires to claim sick leave, rather than vacation leave as scheduled, shall make such a request as soon as possible after the hour on which they desire sick leave compensation to begin. The District may require, without prejudice, a health care provider's note for any period of sick leave requested while on vacation.

**5030.60** At termination of employment for any reason, the District shall compensate the employee for their accumulated vacation time at their straight time rate of pay at the time of termination.

## CARMICHAEL WATER DISTRICT POLICY MANUAL

**5030.70** The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in the case of extended illness (absence of five [5] or more working days) where sick leave has been fully used.

**5030.80** Vacation benefits shall not accrue during layoff, a leave of absence without pay or any other unpaid absence (i.e., disability, workers compensation, etc.) but accrued vacation shall not be lost.

**5030.90** If a holiday falls on a work day during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

**5030.100** Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. Notwithstanding the above, the District, at the discretion of the General Manager, will allow an employee to cash out up to 80 hours of accrued vacation leave in the first pay period of December where the employee has a minimum level of 100 hours of accrued vacation leave remaining following the cashout. As such, pay in lieu of vacation time away from work shall not be permitted.

**5030.110** Payment of vacation hours:

Vacation leave occurring on scheduled work days is charged at a rate not to exceed eight (8) hours for regular full time employees. The only exception to this will be an approved group who works a four (4) ten (10) hour work week is at a rate not to exceed ten (10) hours on scheduled work days.

**5030.110.1** Example: If an employee works 8:00 a.m. – 2:00 p.m. and took a half ( $\frac{1}{2}$ ) hour lunch and has scheduled vacation leave at 2:00 p.m., that employee would record five and one half ( $5\frac{1}{2}$ ) hours worked (regular hours) and two and one half ( $2\frac{1}{2}$ ) hours vacation leave on their timesheet for a maximum eight (8) hours total for that day.

**5030.110.2** Example: If an employee works 7:00 a.m. – 11:00 a.m. and has a scheduled vacation leave at 11:00 a.m., that employee would record four (4) hours worked (regular hours) and four (4) hours vacation leave on their timesheet for a maximum eight (8) hours total for that day.

**ATTACHMENT 4**

AGREEMENT

BETWEEN

CARMICHAEL WATER DISTRICT

AND

AFSCME, LOCAL 146, AFL/CIO

JULY 1, ~~2022~~2025 – JUNE 30, ~~2025~~2028

## TABLE OF CONTENTS

	Page
PREAMBLE .....	1
ARTICLE 1: RECOGNITION .....	<del>22</del>
1.1 Recognition .....	<del>22</del>
ARTICLE 2: TERM OF MEMORANDUM, FULL UNDERSTANDING, MODIFICATION .....	<del>33</del>
2.1 Term .....	<del>33</del>
2.2 Full Understanding .....	<del>33</del>
2.3 Meet and Confer during Term of Memorandum .....	<del>33</del>
ARTICLE 3: MANAGEMENT RIGHTS .....	44
3.1 Management Rights .....	44
ARTICLE 4: UNION RIGHTS/SECURITY, DUES DEDUCTION .....	<del>55</del>
4.1 Union Rights/Security .....	<del>55</del>
4.2 Dues Deduction Report .....	<del>55</del>
4.3 List of Employees .....	66
4.4 Indemnification .....	66
4.5 Payroll Authorization Requirements .....	66
4.6 Union Notices and Meetings .....	66
4.7 Union Stewards and Representatives .....	88
4.8 Grievance Processing .....	88
4.9 Release Time for Negotiations .....	99
4.10 Leave for Union Business .....	99
4.11 Union Orientation .....	99
4.12 Union Activity .....	10+0
ARTICLE 5: HOURS OF WORK AND OVERTIME .....	<del>11+1</del>
5.1 Work Week .....	<del>11+1</del>
5.2 Work Schedule .....	<del>11+1</del>
5.3 Meal Periods and Breaks .....	<del>11+1</del>
5.4 Alternate Work Schedules .....	<del>11+1</del>
5.5 Overtime .....	<del>12+2</del>
5.6 Holiday Pay .....	<del>13+3</del>
5.7 On Call Duty .....	<del>13+3</del>
5.8 Call-Out Compensation .....	<del>15+5</del>
5.9 Timesheets .....	<del>16+6</del>
5.10 On-Call Duties and Procedures .....	<del>16+6</del>
ARTICLE 6: WAGES .....	<del>17+7</del>
6.1 Salary Steps Adjustment .....	<del>17+7</del>
6.2 Salary Schedule – Equity Pay Increases .....	<del>17+7</del>
6.3 Salary Schedule – COLA Increases .....	<del>17+7</del>
6.4 Working Out of Classification .....	<del>17+7</del>
6.5 Advanced Certification Incentive Pay .....	<del>18+8</del>

# TABLE OF CONTENTS

(continued)

	<b>Page</b>
ARTICLE 7: FRINGE BENEFITS.....	<u>1919</u>
7.1 Medical Benefits .....	<u>1919</u>
7.2 Other Insurance Programs.....	<u>2020</u>
ARTICLE 8: GRIEVANCE PROCEDURE.....	<u>2121</u>
8.1 Grievance Definition.....	<u>2121</u>
8.2 Level 1, Informal Resolution with Department Head or Designee.....	<u>2121</u>
8.3 Level 2, Formal Grievance with General Manager or Designee .....	<u>2121</u>
8.4 Level 2 Response .....	<u>2121</u>
8.5 Level 3, Mediation .....	<u>2222</u>
8.6 General Provisions .....	<u>2222</u>
ARTICLE 9: EMPLOYEE STATUS .....	<u>2323</u>
ARTICLE 10: POSTING VACANCIES AND PROMOTIONS .....	<u>2424</u>
10.1 Definitions.....	<u>2424</u>
10.2 Posting of Positions.....	<u>2424</u>
10.3 Job Openings.....	<u>2424</u>
10.4 Selection.....	<u>2424</u>
ARTICLE 11: ADDITIONAL AGREEMENTS.....	<u>2525</u>
11.1 Strikes and Lockouts.....	<u>2525</u>
11.2 New or Revised Classifications .....	<u>2525</u>
11.3 Additional Definitions of Terms Used in this Agreement .....	<u>2525</u>
ARTICLE 12: DISCIPLINARY PROCEDURES.....	<u>2727</u>
12.1 Definition of Probationary Period and Regular Status.....	<u>2727</u>
12.2 Definition of Disciplinary Action .....	<u>2727</u>
12.3 Cause for Discipline.....	<u>2727</u>
12.4 Progressive Discipline.....	<u>3030</u>
12.5 Procedure for Discipline (Unpaid Suspension, Demotion, Dismissal).....	<u>3131</u>
ARTICLE 13: SENIORITY .....	<u>3636</u>
13.1 Definition .....	<u>3636</u>
13.2 Seniority List.....	<u>3636</u>
13.3 Termination of Seniority .....	<u>3636</u>
ARTICLE 14: LAYOFF & RECALL .....	<u>3737</u>
14.1 Layoffs .....	<u>3737</u>
14.2 Order of Layoff.....	<u>3737</u>
14.3 Demotion in Lieu of Layoff and Associated Displacement.....	<u>3838</u>
14.4 Recall .....	<u>3838</u>
14.5 Meet and Confer.....	<u>3939</u>
ARTICLE 15: SAFETY & HEALTH .....	<u>4040</u>
15.1 Safety Training.....	<u>4040</u>
15.2 District Safety Committee.....	<u>4040</u>
15.3 Employee Safety Suggestions.....	<u>4040</u>

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
15.4 Handling Unsafe Work Conditions.....	<del>40</del> 40
15.5 Distribution Employees Safety Work Boots Reimbursement.....	<del>40</del> 40
ARTICLE 16: SAVINGS CLAUSE.....	<del>42</del> 42
ARTICLE 17: DISTRICT POLICY MANUAL.....	<del>43</del> 43
17.1 Conflict between Policy Manual and Agreement .....	<del>43</del> 43
APPENDIX A ON-CALL DUTIES AND PROCEDURES .....	<del>45</del> 45
APPENDIX B SALARY SCHEDULES .....	<del>50</del> 50
APPENDIX C EMPLOYEE GRIEVANCE FORMS .....	<del>52</del> 51
APPENDIX D JOB DESCRIPTIONS .....	<del>61</del> 60

## **PREAMBLE**

This Agreement (“Agreement”) has been entered into by the Carmichael Water District (“District”) and the American Federation of State, District, and Municipal Employees, Local 146, AFL-CIO (“Union”). These parties have met and conferred in good faith and this resulting Agreement has as its purpose (1) the promotion of harmonious labor relations between the District and the Union; (2) the establishment of an equitable and peaceful procedure for the resolution of differences; and (3) the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The Union and the District agree to a goal of maintaining a mutually respectful workplace. This goal statement is not subject to Article 8, Grievance Procedure.

## ARTICLE 1: RECOGNITION

### 1.1 Recognition

1.1.1 The District recognizes the Union as the exclusive bargaining agent for the Production and Distribution bargaining unit, consisting of all employees in the following classifications: ~~Treatment Operator 1, Treatment Operator 2, Treatment Operator 3, Treatment Operator 4, Distribution Operator 1, Distribution Operator 2, and Distribution Operator 3.~~

- Distribution Operator 1
- Distribution Operator 2
- Distribution Operator 3
- Treatment Operator 1
- Treatment Operator 2
- Treatment Operator 3
- Treatment Operator 4

1.1.1.1 The Union and its authorized representatives have the recognized right to represent members in the bargaining unit on all matters within the scope of representation.

1.1.1.2 Excluded from the bargaining unit are management, supervisory, and confidential employees.



## **ARTICLE 2: TERM OF MEMORANDUM, FULL UNDERSTANDING, MODIFICATION**

### **2.1 Term**

- 2.1.1 The term of this Memorandum of Understanding shall commence on July 1, ~~2022~~2025, unless otherwise specified, and shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, ~~2025~~2028.
- 2.1.2 In the event the Union or the District desires to negotiate a successor Memorandum of Understanding, it shall serve on the other party by January 30, ~~2025~~2028, its written request to commence negotiations for any successor Memorandum of Understanding.

### **2.2 Full Understanding**

- 2.2.1 This Memorandum sets forth the full and complete understanding of the parties regarding the matters set forth herein. All other prior or existing understandings or agreements by the parties, whether formal or informal, regarding matters set forth in this Memorandum are hereby superseded or terminated.
- 2.2.2 Except as otherwise provided in this Memorandum of Understanding, the parties agree and understand that they have met and conferred in accordance with their obligations under State law in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this Memorandum during its term.

### **2.3 Meet and Confer during Term of Memorandum**

- 2.3.1 If the District proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Memorandum, it will provide the Union with written notice of the proposed policy or course of action and an opportunity to meet and confer over any aspect of the proposal or impacts of the proposal that are within the scope of representation, in accordance with state law. This expressly includes any proposed changes by the District to the Carmichael Water District Policy Manual within the scope of representation as defined by State law that are not covered by this Memorandum.

## ARTICLE 3: MANAGEMENT RIGHTS

### 3.1 Management Rights

3.1.1 Nothing contained in this Agreement shall in any way impair, impinge, and/or compromise the District's Management's (including, but not limited to the Board of Directors, the General Manager, the Department Managers/Supervisors) ability, right, and duty to carry out the "business of the District." Such Management Rights include, but are not limited to:

- a) ~~a) budgeting~~Budgeting, allocation of the District funds, job/task assignments, job/task prioritization, and the day to day operation of the District's business;
- b) ~~b) direct~~Direct, supervise, evaluate, assign, and schedule employees;
- c) ~~c) dismiss~~Dismiss employees due to lack of work, lack of funds, or abolishment of position;
- d) ~~d) determine~~Determine services to be rendered, operations to be performed, utilization of technology, work, and methods of work to be performed;
- e) ~~e) determine~~Determine the mission of the District, its organization, the number of employees;
- f) ~~f) maintain~~Maintain and improve the efficiency and effectiveness of the District operation;
- g) ~~g) maintain~~Maintain the discretion to determine —appropriate disciplinary action, subject only to the limits set forth in Article 12; and
- h) ~~h) take~~Take any necessary actions to carry out its mission in situations of emergency.

This Agreement relates to those management actions dealing directly with the terms and conditions of employment for affected employees. This Agreement shall have no effect over management functions, which may have a tangential/indirect effect on the terms and conditions of the affected employees' employment.

## **ARTICLE 4: UNION RIGHTS/SECURITY, DUES DEDUCTION**

### **4.1 Union Rights/Security**

4.1.1 The District will establish payroll deductions for members of the Union on a bi-weekly basis for the normal and regular monthly membership dues.

4.1.2 Payroll deductions shall be subject to the following conditions:

4.1.2.1 Such deductions shall be made pursuant to the terms and conditions set forth in the authorization form provided by AFSCME and executed by the employee. in accordance with Government Code section 1157.3. .

4.1.2.2 The Union shall notify the District of any employee who has given the Union written authorization for deduction of any Union dues or fees. The Union certifies that it shall collect and will maintain records of individual employee authorizations for deductions of said dues or fees. The Union agrees to notify the District of any changes in employee authorizations to deduct Union dues or fees. The District shall rely on the Union's certification of any dues and fees authorized by an employee and will not require the Union to provide a copy of the employee's authorization unless a dispute arises about the existence of terms of the authorization. Any inquiries by employees regarding Union dues or fees should be directed to the Union..

4.1.2.3 The Union will be responsible for submitting to the District any changes in the amounts to be payroll deducted from the paychecks of employees who have executed authorization forms.

4.1.2.4 The Union agrees to indemnify, defend, and hold the District, their officers, agents, and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Article.

### **4.2 Dues Deduction Report**

4.2.1 The District shall remit to the Union the dues deducted along with a dues deduction report for each payday, which will include the following information:

- Name
- Employment status (full-time or part-time)
- Amount of dues deducted in the pay period
- Calendar year-to-date dues deduction amount

- 4.2.2 The Union shall have reasonable access to District payroll records for the purpose of verifying the amount of total earnings paid to individual members during a pay period.

#### **4.3 List of Employees**

- 4.3.1 Only upon request of the Union and no more than four (4) times per calendar year, an updated list of the names and mailing addresses and phone number of all employees in the AFSCME-represented units shall be provided to the Union electronically.
- 4.3.2 The mailing addresses that are provided to the Union are given to the Union for its exclusive use for the sole purpose of conducting Union business and are to be kept confidential. The Union agrees not to release any employee mailing address to any other party without the written consent of the employee.
- 4.3.3 The Union shall be given a copy of all personnel transactions such as terminations, disciplinary actions, transfers, appointments, promotions, and voluntary demotions for all employees in the AFSCME-represented units.

#### **4.4 Indemnification**

- 4.4.1 The Union shall indemnify and hold the District harmless against any and all claims, demands, suits, order, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this article.

#### **4.5 Payroll Authorization Requirements**

- 4.5.1 The authorization for payroll deductions described in Section 4.1 shall specifically require the employee to agree to hold the District harmless from all claims, demands, suits, or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employee.

#### **4.6 Union Notices and Meetings**

##### **4.6.1 Union Meetings**

- 4.6.1.1 The Union shall give twenty-four (24) hours advance notice to the District for Union meetings held in District facilities or during non-work periods during the work day. The Union may use District conference rooms and similar building facilities for meetings with bargaining unit employees in the Unit it represents; may post material on bulletin boards provided to serve bargaining unit members it represents; and may visit non-work areas of District facilities to confer with its members during non-work

times regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement. Union meetings will not be conducted out in public at work site locations – these meetings will take place during non-working time at District facilities or at non-District facilities/work locations.

- 4.6.1.2 The District agrees to provide the Union up to one-half hour of paid time off during business hours for the union representatives to meet with bargaining unit employees twice each calendar year and four times in a calendar year when an existing MOU will expire. When the meeting runs longer than one-half hour, bargaining unit employees must utilize their lunch time or accrued vacation for additional time for the annual meeting during business hours. The maximum meeting time allowed during District business hours is one (1) hour. The Union agrees to provide at least two weeks advance notice of such meeting and agrees to work with the District to schedule such meetings at appropriate times in light of operational considerations.

#### **4.6.2 Use of District Meeting Facilities**

- 4.6.2.1 Use of District meeting facilities requires twenty-four (24) hours advance notice to the appropriate District official and is subject to District use of such facilities, provided, however, that once scheduled such Union meetings may not be cancelled by the District except under emergency situations. The District may establish reasonable regulations governing the use of District facilities as provided by this Section.

#### **4.6.3 Bulletin Boards**

- 4.6.3.1 The Union shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established or where they may be reasonably necessary.

#### **4.6.4 Union Access to District Employees**

- 4.6.4.1 Duly authorized employee and non-employee representatives of the Union shall be permitted to enter District facilities to transact business and communicate with bargaining unit members in non-work areas during unit members' non-working time.

#### **4.6.5 Union Observation of District Facility Work Areas and Non-District Facility Work Locations**

- 4.6.5.1 With prior notification to the District and accompanied by a District representative, a non-employee Union representative may

visit District facility work areas and non-District facility work locations to observe working conditions; however, the Union representative may not disrupt District work or engage bargaining unit members in conversations or meetings at the observed work location during the employees' work time. Access to District facility work areas and non-District facility work locations must be scheduled at a time that will not disrupt District work. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

#### **4.7 Union Stewards and Representatives**

4.7.1 The District recognizes and agrees to deal with the accredited employee Union stewards and non-employee representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.

4.7.1.1 A written list of employee officers of the Union and the employee Union stewards with the specific areas they represent shall be furnished to the District immediately after their designation and the Union shall notify the District promptly in writing of any changes of Union officers or stewards. The Union may designate two (2) bargaining unit members as stewards. Any change in the number of stewards requires the written consent of both parties.

4.7.1.2 The Union shall provide the District with a list of non-District employee Union representatives who are accredited and authorized to exercise Union rights and responsibilities under this MOU, and shall promptly provide the District with an updated list as needed to inform the District of authorized representatives.

4.7.1.3 Notwithstanding the provisions of this Article and the Grievance Procedure, on all matters relating to grievances and the interpretation of this Agreement, the District shall deal with only the Union stewards and other Union representatives as identified pursuant to Article 4.8.

#### **4.8 Grievance Processing**

4.8.1 Unit members who are designated as Union stewards will receive time off from duties for processing grievances past the informal level of the grievance procedure. When a unit member requests Union representation in a grievance meeting beyond the informal level or in a disciplinary meeting, one (1) Union steward will receive release time subject to the following conditions.

4.8.1.1 After notifying the immediate supervisor as much in advance as possible, a Union steward will be permitted to leave the unit member's work area during reasonable times to process grievances. If the supervisor determines that an adequate level of

service cannot be maintained at the time release time is requested, the supervisor will cooperate with the grievant's immediate supervisor to schedule another time as soon as practicable. Whenever possible, a Union steward shall give the immediate supervisor twenty-four (24) hours notice of the need for release time for grievance processing.

- 4.8.1.2 Release time under this Section shall be limited to: (1) representing a grievant in a conference with a management person, beyond the informal level, and not including time for matters such as gathering information, interviewing witnesses, or preparing a grievance presentation; and (2) representing a unit member in a disciplinary matter.

#### **4.9 Release Time for Negotiations**

- 4.9.1 Two (2) unit members designated by the Union shall receive paid release time from their scheduled work day, as needed, to participate in scheduled meeting and negotiating with the District, including time spent caucusing during scheduled negotiations sessions and time spent in any scheduled mediation and fact-finding sessions.

#### **4.10 Leave for Union Business**

- 4.10.1 Employees may request authorized leave and/or vacation under Policy 5000 (Authorized Leave) and 5030 (Vacation) for legitimate Union business, such as Union meetings, state or area-wide Union committee meetings, and state, national, or international conventions. Employees requesting vacation or other authorized leave shall comply with all requirements of Policy 5000 or 5030, and other applicable procedures.
- 4.10.2 In addition to requesting authorized leave or vacation pursuant to Policy 5000 and 5030, the Union may request unpaid leaves of absence for the purpose of allowing employees designated by the Union to attend Union conventions or trainings. Employees taking this leave shall not be required to exhaust their available vacation before taking the unpaid leave. The Union and designated employee shall request the unpaid leave at least ten (10) working days in advance of the requested leave date. Unpaid leave pursuant to this paragraph shall not exceed a total of five (5) days per year for all involved employees.
- 4.10.3 The District retains the right to approve or deny the vacation or other authorized leave requests based on its operational needs, but shall not deny such requests based solely on the proposed use for legitimate Union business.

#### **4.11 Union Orientation**

- 4.11.1 The AFSCME designee will be informed by the District of any Human Resources conducted new represented employee orientation. This notice will

include the date and time of the orientation and the name of the new AFSCME represented employee. The District shall provide the AFSCME designee an opportunity to speak to new represented employee during the normal work day after the new represented employee's orientation.

#### **4.12 Union Activity**

- 4.12.1 Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce, or discriminate against public employees because of their exercise of their rights.



## ARTICLE 5: HOURS OF WORK AND OVERTIME

### 5.1 Work Week

5.1.1 The work week shall consist of seven (7) consecutive days from 12:01 o'clock a.m. Monday, through 12:00 o'clock midnight Sunday. A work week shall be forty (40) hours. For all employees working an approved 9/80 alternate work schedule as designated in Section 5.4, their workweek shall begin exactly four hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

### 5.2 Work Schedule

5.2.1 The normal work schedule for Distribution bargaining unit members shall be 7:00 a.m. to 3:30 p.m., Monday through Friday.

### 5.3 Meal Periods and Breaks

5.3.1 The regular hours of work each day shall be consecutive except for interruptions for meal periods. Employees are required to take a thirty (30) minute unpaid meal break during every ~~work-day~~workday that the employee has a minimum of five (5) hours worked. The thirty (30) minute meal break begins when the employee stops working. This meal period may be waived by mutual consent of employer and employee only when a work period of not more than six (6) hours will complete the day's work. Field personnel, not working under direct supervision, are responsible for setting their own thirty (30) minute meal period and for taking that unpaid meal break during assigned work hours. Employees must notify their supervisor immediately and as soon as safe and practical if they are unable to take a meal or rest period on any given day.

5.3.2 Employees who work an eight (8) hour day are allowed to take two (2) paid ten (10) minute breaks, one (1) per each four (4) hours worked. Employees scheduled to work at least three and one half (3 1/2) hours are allowed a fifteen (15) minute break in that period. Personal business, personal phone calls, and or visiting with other employees should be limited to employee meal and break time. Field personnel, not working under direct supervision, are responsible for setting their own break periods and for taking their breaks during assigned work hours.

### 5.4 Alternate Work Schedules

5.4.1 Any changes in an established schedule require the supervisor's prior written approval. An alternate work schedule is a regular schedule that is other than the standard 5/8 schedule (eight (8) hours per day, five (5) days per week). An example is a 4/10 schedule (ten (10) hours per day, four (4) days per week), or a 9/80 schedule (nine (9) hours per day for four (4) days per week, with an alternating eight (8) hour day every other week).

- 5.4.2 Employees may request and the District may utilize an alternative work schedule whenever the schedule will not negatively impact District efficiency and safety and will not incur overtime beyond the District's usual and customary overtime needs under the employee's regular work schedule. A written agreement specifying the work week, scheduled days of the week, and hours to be regularly worked for the alternative work schedule must be signed by the employee and supervisor and approved by the General Manager or designee. The District may suspend an alternative work schedule and reassign an employee to a ~~normal-standard~~ 5/8 daily work schedule based on operational needs due to, for example, temporary staff shortages or changes in District operations to respond to conditions outside of the District's control, such as a drought. In addition, the District may also temporarily revert to a standard 5/8 daily work schedule in a workweek or pay period where a paid holiday occurs. The District shall not change an alternative work schedule for arbitrary or capricious reasons. The alternative work schedule will be restored when the operational need is resolved.

## 5.5 Overtime

- 5.5.1 All overtime must be authorized by a supervisor and approved by the supervisor before worked. Overtime shall be rounded up to the nearest tenth (10th) of an hour increment.

### 5.5.1.1 **Overtime and Overtime Pay Defined**

- (a) Overtime is defined as actual time worked in excess of eight (8) hours in any work day and/or time worked in excess of forty (40) hours in any work week and is compensated at one and one half (1 1/2) times the employee's hourly rate.
- (b) Employees who work four (4) ten (10) hour days per work week are paid overtime for any actual time worked in excess of ten (10) hours in a work day and/or any time actually worked in excess of forty (40) hours in a work week. Overtime shall be compensated at one and one half (1 1/2) times the employee's hourly rate.

- 5.5.1.2 Double time will be paid for all time actually worked in excess of twelve (12) hours in any work day.

- 5.5.1.3 Paid time off for sick leave; ~~vacation leave, floating holidays, or any leave of absence~~ will not be considered as hours worked for purposes of calculating overtime. Paid time off for vacation leave, floating holidays, or District designated and scheduled holidays will be considered as hours worked for purposes of calculating overtime. ~~Paid time off for previously scheduled~~

~~vacation leave will be considered hours worked where extenuating circumstances require District Management/supervisor to designate an employee to handle standby/on-call duties not in their scheduled rotation.~~

- 5.5.1.4 An employee who continues working past midnight from a previous work day will continue to be paid any applicable overtime or double time based on the hours worked in the previous workday until completion of the work.
- 5.5.1.5 When an employee's shift ends less than 8 hours from the beginning of their next shift, the employee shall be entitled to an 8 hour rest period before returning to their next scheduled shift. The time off shall be taken at the discretion of the employee. An employee can use accrued sick or vacation leave time to make up the difference up to their regularly scheduled hours for that next shift for any time not worked during the rest period. An employee may also at their discretion choose unpaid time off for their rest time.

## **5.6 Holiday Pay**

- 5.6.1 In addition to holiday pay pursuant to Policy 5020.40, an employee who is assigned to work on a District-designated holiday shall be compensated at ~~one and one-half (1 1/2)~~two (2) times the employee's regular rate of pay for time actually worked on the holiday.

## **5.7 On Call Duty**

- 5.7.1 To provide for and take care of problems and emergencies that occur outside of regular working hours, certain employees will be assigned to weekly tours of on-call duty. On-Call duty does not include District-scheduled weekend work.
- 5.7.2 The regular tour of on-call duty for all bargaining unit members will be for a seven (7) day week beginning on Tuesday at 7:00 a.m. and ending the following Tuesday at 6:59 a.m.
- 5.7.3 The supervisor shall prepare and post an on-call duty assignment list, which will show all assignments and rotations of duty for a specified time period. Any changes or substitutions to the on-call schedule require supervisor approval. Assignment, distribution, and rotation of on-call duty will be made equally among the employees who have been previously qualified and certified for on-call duty, and the District will give reasonable accommodation to the employees when making up the roster.

5.7.3.1 Substitutions of on-call duty assignments, with prior written management approval, will be reasonably permitted so long as there is no inconvenience to other employees or the District.

- (a) Employees shall timely supply the designated request form to their supervisor for review and approval as early as possible but no later than two weeks prior to the requested substitution date.
- (b) Employees will be required to perform their original scheduled on-call duty assignment if their request for substitution is not approved.

5.7.3.2 When illness, injury, or other approved reasons prevent a bargaining unit member from serving on-call duty, the District will ask for volunteers. If no qualified unit member volunteers to cover the on-call duty assignment, the District will either assign a unit member the on-call duty or move all unit members up on the on-call duty roster.

5.7.3.3 An employee who volunteers to substitute in for another employee's on-call duty assignment in a workweek when they have taken vacation time will not have such vacation time be considered hours worked as provided in Section 5.5.1.3 of this Article.

5.7.3.4 Bargaining unit members shall not be required to work consecutive weeks of on-call duty. ~~A unit member's on-call duty assignments must be separated by at least twenty-four (24) hours.~~

5.7.4 An employee assigned on-call duty shall be free to utilize their time as desired, but must remain within the general Carmichael Water District area, going no farther than forty-five (45) minutes travel time away from any District facility and be able to respond within designated response times. Telephone response time will be within five (5) minutes of the call to the on-call duty employee. Travel time to the District site in order to respond to the emergency will be within forty-five (45) minutes.

5.7.5 Assignment of a tour of on-call duty will be for a seven (7) day period, and additional compensation will be paid for an on-call duty assignment at the flat rate shown below for each seven (7) day tour of on-call duty. If an on-call assignment duty is for less than a week, the amount of compensation to be paid will be proportionately adjusted.

<u>On-Call Duty – Flat Rate</u>		
	<u>Daily Rate</u>	<u>Weekly Rate</u>
<u>Treatment Operators</u>	<u>Two (2) times the</u>	<u>Multiply daily rate by</u>

<u>(T3, T4)</u>	<u>employee's hourly rate</u>	<u>seven (7) days</u>
<u>Distribution Operators</u> <u>(D3/D2)</u>	<u>Two (2) times the</u> <u>employee's hourly rate</u>	<u>Multiply daily rate by</u> <u>seven (7) days</u>
<u>* D1/T1/T2 are not eligible for On-Call Duty</u>		

<b>On-Call Duty— Flat Rate</b>		
	<b>Daily Rate</b>	<b>Weekly Rate</b>
T4	\$88.00	\$616.00
T3	\$76.00	\$532.00
T2*	n/a	n/a
T1*	n/a	n/a
D3	\$76.00	\$532.00
D2	\$65.00	\$455.00
D1*	n/a	n/a
<b>* D1/T1/T2 are not eligible for On-Call Duty</b>		

5.7.6 On-call duty pay is compensation for the following and, except as provided in this Article 5.8, no additional compensation shall be provided for these duties: the on-call duty assignment, travel to the District Corporation Yard/WTP or other work site, travel home from the Corporation Yard/WTP or other work site, and receiving emergency telephone calls and talking to customers on the telephone regarding the emergency. If the on-call duty employee is provided with appropriate District technology, on-call duty pay includes compensation for using the District technology to determine the significance of any alarm; checking District technology; and monitoring, activating, and making minor changes or adjustments to District systems via the District technology.

## **5.8 Call-Out Compensation**

### **5.8.1 Call-Out Compensation**

Overtime worked and accrued as a result of a call-out while on on-call duty or where otherwise called back into work will be paid subject to Article 5.5 and the following conditions:

5.8.1.1 An employee assigned to on-call duty or who otherwise is called back into work will receive overtime pay only when the nature of the emergency requires the employee to respond physically to the call. An employee shall receive a minimum of two (2) hours of pay at the overtime rate for the first call that requires the employee to respond in person to the emergency beginning either at the time the employee reports to the work site or District Corporation Yard/WTP, or when the employee assigned to on-call duty leaves their location in a take-home work truck to respond..

The employee shall receive overtime pay for time worked in excess of the two (2) hour minimum and ending when the employee leaves the District Corporation Yard/WTP or other work site after completing the emergency response work, and completing the required Service Order. For all subsequent call outs, if any, during that day, overtime pay begins and ends under the same conditions above . An employee on on-call duty is entitled to the two (2) hour minimum call back pay for every six hours from the beginning of the last minimum call back where there is a break in service with no more than six (6) hours of minimum call back time provided during each twenty-four (24) hour day. An employee not on on-call duty and who is called back into work is entitled to the two (2) hour minimum call back pay only once during each twenty-four (24) hour day.

5.8.2.2 An employee on on-call duty who is called out shall complete a special call-out and overtime report (Service Order) immediately and deliver it to the department supervisor no later than 8:00 a.m. of the next regular work day, in writing and with full detail of each call-out and the work performed.

5.8.2.3 All call-outs and overtime worked are subject to the review and approval of the department supervisor before payment of the overtime will be authorized.

## **5.9 Timesheets**

5.9.1 Employees are required to keep an accurate record of hours worked each work day in each payroll period, including meal breaks. The hours reported on the time sheet are used to determine pay. An employee who knowingly provides inaccurate or false information on their timesheet is subject to immediate discharge. Employees who are absent on the day the timesheet is due must contact the supervisor to ensure the correct hours are reported.

## **5.10 On-Call Duties and Procedures**

5.10.1 The District's current Distribution On-Call Duties and Procedures and Production On-Call Duties and Procedures are attached to this Agreement as Appendix A solely for bargaining unit members' convenience and are not incorporated into this Agreement or subject to the Grievance Procedure.

## ARTICLE 6: WAGES

### 6.1 Salary Steps Adjustment

- 6.1.1 ~~Effective July 1, 2022, there will be no more than~~ There are four (4) steps for each classification. Each additional step shall be four percent (4%) greater than the previous step.
- 6.1.2 The Salary Schedule is included in Appendix B.

### 6.2 Salary Schedule – Equity Pay Increases

- 6.2.1 The salary schedule in Appendix B for the following job classifications shall be increased by the following approximate percentages with actual salary numbers reflected in Appendix B as follows effective July 1, ~~2022~~2025:
- Distribution Operator ~~Classifications 1~~ 5%
  - ~~Distribution Operator 2~~ 17.0%
  - ~~Distribution Operator 3~~ 16.6%
  - Treatment Operator ~~Classifications 2~~ 33.05%
  - ~~Treatment Operator 3~~ 16.1%
  - ~~Treatment Operator 4~~ 16.3%

### 6.3 Salary Schedule – COLA Increases

- 6.3.1 Effective July 1, ~~2023~~2026, the District will provide a COLA increase to all Distribution Operator and Treatment Operator job classifications with a minimum of 1% and maximum of ~~57~~% based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) information using the West "A" category of the previous calendar year. If the CPI increase referenced above is in excess of 7%, either party can request to reopen the MOU solely for the purpose of meeting and conferring over the July 1, 2026 COLA increase prior to its effective date.
- 6.3.2 Effective July 1, ~~2024~~2027, the District will provide a COLA increase to all Distribution Operator and Treatment Operator job classifications with a minimum of 1% and maximum of ~~57~~% based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) information using the West "A" category of the previous calendar year. If the CPI increase referenced above is in excess of 7%, either party can request to reopen the MOU solely for the purpose of meeting and conferring over the July 1, 2027 COLA increase prior to its effective date.

### 6.4 Working Out of Classification

- 6.4.1 On occasion, due to operational necessity, a bargaining unit member may be assigned to perform a majority of essential duties of another classification with a higher salary range. Payment for out-of-classification work shall be

five percent (5%) above the regular base pay of the unit member for all hours worked in the higher classification, subject to the following conditions:

- 6.4.1.1 The assignment to work in the higher classification must be made in advance in writing by the Department Head and approved in writing by the General Manager or designee.
- 6.4.1.2 A unit member who is assigned to the higher classification must be required to perform a majority of the essential tasks of the higher level position.
- 6.4.1.3 A unit member will be eligible for out-of-class pay when assigned to perform the duties of a higher classification for at least five (5) consecutive work days.

## **6.5 Advanced Certification Incentive Pay**

- 6.5.1 The District will provide a unit member advanced certification incentive pay if they are certified in their job position at the following levels within their job position:

<b>Job Position</b>	<b>Certification</b>	<b>Per Hour Certification Incentive Pay</b>
Treatment Operator	SWRCB T5	\$1/hour
Distribution Operator	SWRCB D4	\$1/hour

- 6.5.2 Advanced certification incentive pay will only apply to a maximum of 40 hours paid per week for hours the employee is in a paid status.



## ARTICLE 7: FRINGE BENEFITS

### 7.1 Medical Benefits

7.1.1 ~~Effective January 1, 2015, the District's maximum contribution toward an employee's medical benefits is based on the CalPERS Sacramento Area rates. The District will contribute monthly the premium costs of an eligible employee's elected medical coverage (employee only, employee + one dependent, or employee and 2+ dependents (family coverage)), not to exceed the cost of Blue Shield Access+ Sacramento Area Region for the employee's elected coverage level, inclusive of the minimum statutory PEMHCA contribution.~~

The District's maximum contribution toward an employee's medical benefits is based on the CalPERS Health Sacramento Area Region premium rates. Beginning in December 2022 for premiums applied to January 2023 coverage, the District will contribute monthly the premium costs of an eligible employee's elected medical coverage (employee only, employee + one dependent, or employee and 2+ dependents (family coverage)), not to exceed the cost of Blue Shield Trio Sacramento Area Region for the employee's elected coverage level, inclusive of the minimum statutory PEMHCA contribution.

Beginning in December 2023 for premiums applied to January 2024 coverage, the District will contribute monthly the premium costs of an eligible employee's elected medical coverage (employee only, employee + one dependent, or employee and 2+ dependents (family coverage)) at a level based on an increase of six percent (6%) from the 2023 Blue Shield Trio Sacramento Area Region premiums, inclusive of the minimum statutory PEMHCA contribution.

Beginning in December 2024 for premiums applied to January 2025, ~~and in each subsequent year,~~ the District will contribute monthly the premium costs of an eligible employee's elected medical coverage (employee only, employee + one dependent, or employee and 2+ dependents (family coverage)) at a level based on an increase of six percent (6%) from the District's premium contribution in the previous year, inclusive of the minimum statutory PEMHCA contribution.

Beginning in December 2025 for premiums applied to January 2026, and in each subsequent year, the District will contribute monthly ninety-five percent (95%) of the average premium costs of an eligible employee's elected medical coverage (employee only, employee + one dependent, or employee and 2+ dependents (family coverage)) from the following CalPERS Health Sacramento Area Region plans: Blue Shield Access + HMO, Blue Shield Trio HMO, Kaiser Permanente, PERS Gold, and Western Health Advantage, inclusive of the minimum statutory PEMHCA contribution.

- 7.1.2 Employees electing any coverage costing more than the District's contribution for the elected coverage level shall pay the difference through automatic payroll deduction. Employees electing less expensive coverage shall not receive the difference as "cash back."
- 7.1.3 If an employee can establish to the District that they have qualifying group medical insurance through a spouse, domestic partner, or another source, the employee can opt-out of the District's medical insurance coverage and will receive \$400 per month in lieu of medical insurance coverage. Qualifying group health coverage includes health coverage that provides minimum value as established by the federal Affordable Care Act (ACA), but does not include individual coverage such as TRICARE, Medicare, Medi-Cal and Covered California.

## **7.2 Other Insurance Programs**

- 7.2.1 The District will continue to pay the cost of premiums for the dental, vision, EAP, long term disability, and life insurance coverage as described in District policy for full-time regular employees in the bargaining unit.

## **ARTICLE 8: GRIEVANCE PROCEDURE**

### **8.1 Grievance Definition**

- 8.1.1 A grievance is a claim by one (1) or more bargaining unit members, or a claim by the Union on behalf of one (1) or more unit members of an alleged violation of a specific provision of this Memorandum of Understanding that adversely affects a unit member or members.

### **8.2 Level 1, Informal Resolution with Department Head or Designee**

- 8.2.1 Any employee who believes they have a grievance shall present the evidence of the alleged violation of a specific provision of this MOU or incorporated District policies orally to their Department Head or designee within fifteen (15) business days after the date the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The Department Head or designee shall hold discussions and attempt to resolve the matter within three (3) business days after the presentation of such evidence. It is the intent of this informal meeting that at least one (1) personal conference be held between the employee and the immediate Department Head or designee.

### **8.3 Level 2, Formal Grievance with General Manager or Designee**

- 8.3.1 If the grievance has not been resolved at Level 1, the grievant must present their grievance in writing on a form provided by the District (attached hereto as Appendix "C" to the General Manager or designee within eighteen (18) business days after the date the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance, or within five (5) business days after the Level 1 meeting with the Department Head or designee. The statement shall include the following:

- 8.3.1.1 A concise statement of the grievance including reference to the specific provision of this MOU or District Policy incorporated into the MOU deemed to be violated;
- 8.3.1.2 The circumstances involved;
- 8.3.1.3 The decision rendered by the Department Head or designee at Level 1;
- 8.3.1.4 The specific remedy sought.

### **8.4 Level 2 Response**

- 8.4.1 The General Manager or designee shall, within ten (10) business days of receipt of the Level 2 grievance, schedule a meeting to discuss the grievance and receive additional information regarding the alleged violation(s). The

purpose of this meeting shall be to allow the parties to discuss the grievance in order to clarify the issues in dispute and attempt to resolve the grievance. The General Manager or designee shall issue a written decision regarding the grievance within five (5) business days of the Level 2 meeting or, if no meeting is held, within fifteen (15) business days of receiving the Level 2 grievance.

## **8.5 Level 3, Mediation**

8.5.1 If the employee disagrees with the General Manager's or designee's preliminary decision, the employee shall have the right to request that an independent mediator from the State Mediation and Conciliation Service be appointed to mediate the matter. A written request for mediation shall be made by the employee within ten (10) business days after the General Manager's or designee's written decision. The mediation shall be scheduled and completed as expeditiously as practicable. If the mediation does not result in an amicable resolution of the grievance, the parties shall ask the Mediator to issue written findings containing their suggested result. The Mediator's suggested result shall be advisory only. The General Manager or designee shall consider the advisory recommendations, and render a final and binding decision regarding the grievance within ten (10) business days of receipt of the mediator's advisory findings.

8.5.2 The decision of the General Manager or designee shall be final.

## **8.6 General Provisions**

8.6.1 A grievant has a right to a Union representative at all grievance meetings, and the District representative involved in the grievance process also may request other District representative(s) to attend grievance meetings.

8.6.2 Except by mutual agreement, failure by the grievant at any level to appeal the grievance to the next level within the specified time limit shall be considered acceptance of the grievance at that level.

8.6.3 No reprisal shall be invoked against any grievant for processing a grievance.

8.6.4 The grievant must be present at each level of the grievance process to the extent possible to allow proper consideration of the grievance.

## **ARTICLE 9: EMPLOYEE STATUS**

**9.1** Policy 2020.40: Employee Status, regarding at-will employment, of the Carmichael Water District Policy Manual shall not apply to bargaining unit members. All other provisions of Policy 2020: Employee Status apply to bargaining unit members. In addition, no Policy Manual provision for termination without cause shall apply to "full-time regular" employees in the bargaining unit.

## **ARTICLE 10: POSTING VACANCIES AND PROMOTIONS**

### **10.1 Definitions**

- 10.1.1 Classification: Classification is the general category of the position held (e.g., Distribution Operator 2, Treatment Operator 3).
- 10.1.2 Promotion: Movement from one classification to another classification at a higher salary range.
- 10.1.3 Vacancy: A vacancy occurs when a bargaining unit member permanently leaves a position or when the District creates a new position.

### **10.2 Posting of Positions**

- 10.2.1 All postings for positions will be very specific as to how many positions are open. No position can be filled without proper posting. All vacancies in the bargaining unit shall be posted for a period of five (5) working days on bulletin boards accessible to employees. This shall not be construed to prohibit the District from advertising or receiving applications from non-employees during or after the posting period. During this period, employees who wish to apply for this open position or job may do so. Applications shall be submitted to Human Resources and completed applications shall be kept on file per the District's record retention policy.

### **10.3 Job Openings**

- 10.3.1 The District is committed to the concept of advancement within the service through promotional opportunities and career development that shall be open to all employees who meet the necessary requirements. Internal candidates will be interviewed for all positions for which they qualify and have applied for.

### **10.4 Selection**

- 10.4.1 Selection of the candidate to fill any job vacancy will be solely at the discretion of the District. The District shall consider all applicants' experience to perform the required services, qualifications, length of service (internal applicants), and recent performance evaluations (internal applicants) in determining the applicant from the pool of internal and external applicants that best meets the District's needs.

## **ARTICLE 11: ADDITIONAL AGREEMENTS**

### **11.1 Strikes and Lockouts**

- 11.1.1 For the duration of this Agreement the Union and its members agree not to engage in any work stoppages, including but not limited to strikes, including sympathy strikes, slowdown, sick-ins, or other concerted activity against the District. The District agrees that it shall not cause or engage in any lockout of the employees of the unit.

### **11.2 New or Revised Classifications**

- 11.2.1 The establishment of new or revised classifications within the Unit covered by this Agreement may be warranted because of changes in job content or services. Under such circumstances, the District shall prepare and submit to the Union such proposed descriptions and proposed pay ranges for such classifications prior to adoption by the Board of Directors.
- 11.2.2 If the Union wishes to meet to confer over the classifications or pay ranges proposed by the District, the Union shall notify the General Manager in writing of that desire within ten (10) business days following the date the proposed classifications and pay ranges were mailed to the Union. Upon such timely notice by the Union, the parties shall meet prior to final action on the proposed descriptions and pay ranges and shall make every reasonable effort to reach agreement on a joint proposal.
- 11.2.3 Classification specifications shall contain reference to the hours of work. A workweek shall be forty (40) hours.

### **11.3 Additional Definitions of Terms Used in this Agreement**

- 11.3.1 The term “regular employee” is an employee who has been appointed to a position in a classification, on either a part-time or full-time basis, which requires the successful completion of a probationary period.
- 11.3.2 The term “probationary employee” shall mean an employee who is serving a six (6) month probationary period and shall be an at will employee until the employee passes probation.
- 11.3.3 The term “temporary employee” is an employee who has been appointed, on either a part-time or full-time basis, for a limited duration, usually not to exceed one thousand (1,000) hours. Such an employee does not serve a probationary period and may be released from District employment at any time without right of appeal under this Agreement.
- 11.3.4 The term “temporary reclassification” refers to the status of an employee who is temporarily reclassified for the performance of tasks in relation to a specific assignment for a period generally not to exceed three (3) months. An

employee temporarily reclassified shall receive a salary, which does not exceed the salary of the regular classification.



## **ARTICLE 12: DISCIPLINARY PROCEDURES**

### **12.1 Definition of Probationary Period and Regular Status**

- 12.1.1 During the probationary period as defined in District Policy 2020, any bargaining unit member shall be subject to disciplinary action, including termination without cause. The employee shall not have a right to a hearing or appeal regarding any disciplinary action taken during the probationary period.
- 12.1.2 Upon satisfactory completion of the probationary period, a bargaining unit member is designated as a regular employee who shall be subject to disciplinary action only for cause as prescribed in this Article.

### **12.2 Definition of Disciplinary Action**

- 12.2.1 Disciplinary action shall be defined as dismissal, suspension, or demotion, except a layoff/reduction in force pursuant to Article 14, and shall not include oral or written warnings, letters of reprimand, counseling memos, or negative performance evaluations.

### **12.3 Cause for Discipline**

- 12.3.1 A regular bargaining unit member shall be subject to disciplinary action for cause. Cause for discipline shall include but is not limited to the following specific causes of action as organized within the following Disciplinary subgroups:

#### **A. Workplace Violence**

- 12.3.1.1 Possessing weapons or firearms while on District property, or possessing weapons or firearms at District work locations during working hours.
- 12.3.1.2 Fighting or horseplay.

#### **B. Workplace Performance**

- 12.3.1.3 Incompetence or inefficiency in the performance of the duties of the employee's position.
- 12.3.1.4 Insubordination; including, but not limited to refusal to do assigned work, or refusal to follow directions of a District supervisor/manager.
- 12.3.1.5 Working overtime without authorization.

- 12.3.1.6 Failure to adequately perform the requirements of the position held.
- 12.3.1.7 Discourteous, offensive, or abusive conduct or language toward other employees or the public.
- 12.3.1.8 Failure to work harmoniously with others, to the District's detriment.
- 12.3.1.9 Engaging in political activities during assigned hours of employment.
- 12.3.1.10 Violation of or refusal to obey the laws of the state, or the District's rules, regulations, policies, or procedures.
- 12.3.1.11 Failure to notify District customers when working on customer's property or when a disruption of water services occurs by District means.
- 12.3.1.12 Willful damage to District property, waste of District supplies or equipment, or excessive carelessness with District property or funds.

**C. Attendance or Abuse of Leave**

- 12.3.1.13 Repeated and/or unexcused absences or tardiness.
- 12.3.1.14 Abandonment of position.
- 12.3.1.15 Absence without authorization or sufficient reason.
- 12.3.1.16 Abuse or misuse of sick leave or any other leave privileges.
- 12.3.1.17 Failure to observe working schedules, including rest and meal breaks.
- 12.3.1.18 Failure to notify and get approval from a District supervisor prior to leaving the employee's work location while on duty.

**D. Dishonesty, Falsification of Records, Misuse of Position, or Theft**

- 12.3.1.19 Dishonesty.
- 12.3.1.20 Falsifying any information supplied to the District; including but not limited to information supplied on application forms, employment records, time cards, vacation and sick leave requests, or any other District record.

- 12.3.1.21 Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- 12.3.1.22 Offering anything of value or offering any service in exchange for special treatment in connection with an employee's employment or retirement, or accepting anything of value or any service in exchange for granting any special treatment to another employee or any member of the public.
- 12.3.1.23 Theft of District funds or property.
- 12.3.1.24 Unauthorized use of District equipment, vehicles, time, material, facilities or the District name.

#### **E. Workplace Safety**

- 12.3.1.25 Violation of or refusal to obey safety rules or regulations set by appropriate local, state or federal agencies, or the District.
- 12.3.1.26 Failure to maintain proper valve operation either opened or closed.
- 12.3.1.27 Carelessness or negligence in the performance of duty or in the care or use of District property.
- 12.3.1.28 A violation of any federal, state, or local law or regulation dealing with drug or alcohol use.
- 12.3.1.29 Being under the influence of alcohol or controlled substances without authorization while on duty or using or possessing alcohol or controlled substances without authorization while on duty. "Controlled substance" means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance defined in state or federal law.

#### **F. Discrimination, Harassment, or Retaliation**

- 12.3.1.30 Unlawful discrimination, including harassment, on the basis of any classification protected by law as noted in the District's Harassment, Discrimination, and Retaliation policy, against members of the public, or other employees while acting in the capacity of a District employee.
- 12.3.1.31 Unlawful retaliation against any District officer, employee, or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected

violation of any state or federal law occurring on the job or directly related to job responsibilities.

#### **G. Maintenance of Licensure or Certification**

12.3.1.32 For employees who drive a vehicle in the regular course of their employment:

- Loss of the employee's driver's license; or
- Any restriction or limitations on the employee's driver's license or ability to drive ordered by the Department of Motor Vehicles or any other lawful authority (except that for any DMV restrictions or limitations caused by an employee's medical condition, the District will engage in the interactive process to determine the ability to provide a reasonable accommodation in accordance with state and federal law); or
- Failure to maintain a good personal or business driving record; or
- Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

12.3.1.33 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

### **12.4 Progressive Discipline**

#### **12.4.1 Progressive Discipline**

The following progressive discipline procedures shall usually be applied in disciplinary actions for conduct that is generally subject to remediation.

12.4.1.1 **Verbal Counseling/Warning.** Verbal counseling/warning may result in a post-conference summary memorandum that describes when the meeting occurred, who was present, and what was discussed. A copy shall be placed in the unit member's personnel file. The unit member has the right to write a response and that written response shall be attached to the post-conference summary memorandum and retained in the employee's personnel file. The unit member shall provide any

written response within five (5) work days of the date of the post-conference summary memorandum.

12.4.1.2 **Written Reprimand.** A copy shall be placed in the unit member's personnel file. The unit member has the right to write a response and that written response shall be attached to the reprimand and retained in the employee's personnel file. The unit member shall provide any written response within five (5) work days of the date of the written reprimand.

12.4.1.3 **Suspension without Pay.** Suspension usually shall not be used unless the unit member has received a written reprimand about similar conduct.

12.4.1.4 **Demotion or Dismissal.** Demotion or dismissal will be used when an employee's conduct does not meet District standards, usually after other progressive discipline procedures have been utilized. But the District may demote or dismiss a unit member without first suspending the employee for similar conduct.

#### 12.4.2 **Discipline without Progression**

12.4.2.1 Nothing in this Article shall prohibit the District from disciplining a regular unit member for just cause, up to and including termination in instances where the District determines that remediation is inappropriate.

12.4.2.2 The District retains the sole discretion to dismiss a unit member without progressive discipline if the unit member violates a District rule or policy concerning the use of District vehicles.

#### 12.4.3 **Previous Disciplinary Actions Used for Progressive Discipline**

12.4.3.1 No previous disciplinary action based on a cause for discipline within a specific disciplinary subgroup (A – G) under Section 12.3 can be relied upon for any future disciplinary action where no other disciplinary action from the same disciplinary subgroup has occurred in at least three (3) years from the last disciplinary action in that disciplinary subgroup.

### 12.5 **Procedure for Discipline (Unpaid Suspension, Demotion, Dismissal)**

#### 12.5.1 **Representation**

12.5.1.1 A bargaining unit member has a right to union representation at all stages of the discipline procedure.

**12.5.2 Unpaid Suspension of Fewer than Five (5) Days**

- 12.5.2.1 A unit member who is suspended for fewer than five (5) days shall not be entitled to a Preliminary Written Notice of Proposed Discipline or the “*Skelly* meeting” provided in Article 12.5.3 and shall immediately serve the suspension as established in the Notice of Discipline (Article 12.5.4). The imposed discipline may be subsequently appealed under the appeal process of Article 12.5.6. The unit member may also write a response and the written response shall be attached to the Notice of Discipline and retained in the employee’s personnel file. The unit member shall provide any written response within two (2) working days of returning to work from the unpaid suspension.

**12.5.3 Preliminary Written Notice of Proposed Discipline – Suspension of Five (5) or More Days or Termination**

- 12.5.3.1 A regular bargaining unit member shall receive a Preliminary Written Notice of the Proposed Discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based, the date the proposed disciplinary action will be effective, and the employee’s rights under this Article 12.5.
- 12.5.3.2 Any known written materials, reports, or documentation upon which the proposed disciplinary action is based shall be attached to the Preliminary Written Notice of Proposed Discipline.
- 12.5.3.3 (“*Skelly* Meeting”) If the proposed discipline is suspension for five (5) days or more, demotion, or termination, the unit member shall have the right to respond either orally or in writing, or both within ten (10) calendar days to the General Manager or designee. If the General Manager issues the Preliminary Written Notice of Proposed Discipline, the “*Skelly* Meeting” shall be conducted by a designee. The unit member has a right to union representation in the “*Skelly*” meeting. The purpose of the meeting shall be to permit the unit member to respond to the charges against the unit member, to offer information regarding the proposed discipline, and to examine the materials, if any, on which the proposed disciplinary action is based.
- 12.5.3.4 The District representative who conducted the “*Skelly* Meeting” shall consider the unit member’s response and within fifteen (15) calendar days recommend that the proposed disciplinary action either be taken or not taken.

#### 12.5.4 **Notice of Discipline**

- 12.5.4.1 Any regular unit member against whom disciplinary action is initiated by the District shall be given written notice by the General Manager or designee of the specific charges against the unit member. The Union shall receive a copy of any Notice of Discipline directed to a bargaining unit member.
- 12.5.4.2 The Notice of Discipline shall contain a specific statement of charges or grounds upon which the disciplinary action is based, any known written materials, reports or documentation upon which the discipline is based, the date the disciplinary action will be effective, and the appeal right under Article 12.5.6. The Notice of Discipline may also address issues raised in a “*Skelly*” meeting that were considered by the District.

#### 12.5.5 **Employee’s Status**

- 12.5.5.1 Except as provided below, any bargaining unit member against whom a Preliminary Written Notice of Proposed Discipline or a Notice of Discipline has been issued shall remain on active duty status and responsible for fulfilling the duties of the employee’s position pending any appeal.
- 12.5.5.2 **Administrative Leave.** Any regular unit member may be placed on administrative leave from duty with pay pending an investigation and/or a determination of whether or not the General Manager or designee will recommend discipline.
- 12.5.5.3 **Unpaid Suspension Pending Dismissal.** A unit member against whom dismissal is recommended shall be suspended without pay from the date of the Notice of Discipline until the effective date of the unit member’s dismissal.

#### 12.5.6 **Appeal of Disciplinary Action to Binding Arbitration**

- 12.5.6.1 **Time to Appeal.** Within ten (10) calendar days of the date of the written Notice of Discipline, the Union may appeal the disciplinary action to binding arbitration by submitting a written notice of appeal to the General Manager or designee. In the absence of a timely written appeal notice filed by the Union, the disciplinary action shall be effective on the date identified in the Notice of Discipline. No disciplinary action may be appealed to binding arbitration without the Union’s consent.
- 12.5.6.2 **Arbitrator Selection.** The Union and the District shall mutually select an arbitrator. If the parties cannot mutually

agree on an arbitrator, the arbitrator shall be selected by alternately striking names from a list of seven (7) arbitrators requested from the State Mediation and Conciliation Service (SMCS). Either party may reject a list once and request another list from SMCS. The determination of which party strikes first shall be made by lot.

- 12.5.6.3 **Costs.** The fees and expenses of the arbitrator and court reporter shall be borne equally by the District and the Union. If any party requests a transcript of the proceedings, that party shall bear the full costs of the transcript. If the parties mutually agree to request a transcript, the total costs of the transcript shall be divided equally between the District and the Union.
- 12.5.6.4 **Scheduling the Hearing.** After the arbitrator has been selected, the arbitrator shall set the matter for hearing. Hearing(s) shall be held on District work days, unless mutually agreed otherwise.
- 12.5.6.5 **Arbitration Rules.** The arbitrator shall conduct the hearing in accordance with the provisions of this Agreement.
- 12.5.6.6 **Evidence.** The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make the admission of the evidence improper over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding, unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- 12.5.6.7 **Exclusion of Witnesses.** The Arbitrator may, in their discretion, exclude witnesses not under examination, except the unit member and the party attempting to substantiate the charges against the unit member, and their representatives. When hearing testimony that may bring disrepute to persons other than the accused unit member, all persons not having a direct interest in the hearing may be excluded.
- 12.5.6.8 **Burden Of Proof.** The District bears the burden of proof of substantiating the charges.



- 12.5.6.9 **Arbitrator's Authority.** The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District, and the arbitrator shall determine whether sufficient cause exists for disciplinary action in accordance with accepted arbitral standards of contract interpretation and "just cause."
- 12.5.6.10 **Continuances.** The Arbitrator may grant a continuance of any hearing upon any terms and conditions as the Arbitrator may deem proper. The unit member shall remain on unpaid suspension for the period of any continuance. Any request for continuance not mutually agreed to by the Union and the District made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.
- 12.5.6.11 **Final and Binding Decision.** The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions. A copy of the award will be submitted to the District, Union, and the unit member. The arbitrator's decision will be final and binding on the parties. Either the District or the Union may seek judicial review of the arbitrator's decision under the standards set forth in California Civil Procedure Code Section 1286.2.

## ARTICLE 13: SENIORITY

### 13.1 **Definition**

- 13.1.1 Seniority shall, for the purpose of this Agreement only, be defined as an employee's length of continuous full-time employment since the employee's most recent date of hire with the District. This Article shall not apply to any provision of the District's Policy Manual.

### 13.2 **Seniority List**

- 13.2.1 The District shall maintain a roster of employees arranged according to seniority as defined in this Article stating name, date of most recent appointment, and position classification. A copy of the seniority list shall be provided to the Union upon request. In the event that two (2) or more employees are hired on the same date, the last four (4) digits of each employee's social security number shall be the tie breaker. The employee with the highest number reflected by the last four (4) digits of the social security number shall be the most senior.

### 13.3 **Termination of Seniority**

- 13.3.1 An employee will lose all seniority with the District if their employment is interrupted for any of the following reasons:
- 13.3.1.1 The employee quits or retires;
  - 13.3.1.2 The employee is discharged for cause;
  - 13.3.1.3 The employee fails to return to work at the end of an approved leave of absence;
  - 13.3.1.4 The employee fails to return from layoff as provided in Article 14.4;
  - 13.3.1.5 The employee is absent from work because of layoff for a period of time in excess of twenty-four (24) months.

## **ARTICLE 14: LAYOFF & RECALL**

### **14.1 Layoffs**

- 14.1.1 The District may lay off employees in accordance with Policy 2040 (Reduction in Force).

### **14.2 Order of Layoff**

- 14.2.1 In the event of a reduction in force, the District shall determine the employee(s) to be laid off in the classification to be reduced in the following initial order:

14.2.1.1 Temporary employees;

14.2.1.2 Probationary employees;

14.2.1.3 Regular employees who have not yet completed any required certification, or obtained any required license for the classification applicable to the employee at the time the notice of layoff is provided.

- 14.2.2 If the application of the order of layoff described above does not result in the layoff of a sufficient number of employees, any remaining employees in the classification shall be laid off based on relevant certification levels and experience as follows:

14.2.2.1 The regular employee(s) with the lowest certification required for the position or related positions within the same job series shall be laid off first. For example, if a Distribution Operator 2 position is eliminated, and two (2) employees in the classification have the certification required for the position, and one (1) also has the certification required for a Distribution Operator 3 position, the employee without the certification required for the Distribution Operator 3 position will be laid off first. Certification unrelated to the employee's job series in which the employee is currently assigned and certification that is not required for the District's operating level shall not be considered. For example, a Distribution Operator's possession of a water treatment certificate or a D4 certificate shall not be relevant to the determination of order of layoff of Distribution Operators.

14.2.2.2 If two (2) or more regular employees subject to layoff are deemed equally qualified after applying the criteria defined in number 1 above, the employee who has been employed the shortest amount of time in the classification, plus higher related classifications, shall be laid off first.

- 14.2.2.3 If two (2) or more regular employees subject to layoff are deemed equally qualified after applying the criteria defined in numbers 1 and 2 above, the regular employee(s) with the most recent date of hire into the District shall be laid off first.

### **14.3 Demotion in Lieu of Layoff and Associated Displacement**

- 14.3.1 An employee identified for layoff pursuant to the above provisions may elect to be demoted into a lower position within the same department (i.e., Production or Distribution) for which the employee is qualified. If an employee elects to accept a demotion in lieu of layoff, the employee to be displaced as a result of the demotion shall be determined pursuant to the order of layoff provisions set forth in Section 14.2.

### **14.4 Recall**

- 14.4.1 A regular, non-probationary employee who has been laid off or demoted in lieu of layoff shall be placed on a recall list for a period of twenty-four (24) months. When the District is filling a vacancy in a regular position, it shall first offer the position to a qualified employee on the recall list who has previously served in that classification. An employee who was previously demoted for disciplinary reasons, or reasons other than demotion in lieu of layoff, shall not have the right to be recalled into a position from which the employee was demoted.
- 14.4.2 Employees shall be recalled in the inverse order of their layoff. Employees who accepted a demotion in lieu of layoff shall be recalled before those who were laid off.
- 14.4.3 The District shall provide a notice of a vacancy and recall to a laid-off employee on the recall list by certified mail, or by any other means that provides confirmation of delivery. Within fourteen (14) calendar days of the date the District mails the notice of vacancy and recall, the laid-off employee must advise the District in writing if the employee accepts reemployment into the vacancy on the date specified in the notice of a vacancy and recall. A laid-off employee who declines recall under the terms set forth in the recall notice, or who fails to respond to the recall notice within the time allowed, shall be removed from the recall list(s), and shall have no further recall rights. A laid-off employee on the recall list who will be unable to receive or respond to mail for an extended period of time may notify the District of this fact and arrange for an alternate means of receiving notices of vacancy and recall during the period of unavailability.
- 14.4.4 Employees on the recall lists(s) are responsible for keeping the District advised in writing of their current address. An employee's failure to provide a current address shall not excuse the employee's failure to respond to a recall notice within the timelines described above.

## **14.5 Meet and Confer**

14.5.1 Consistent with law, the District has the right to make the decision regarding the level of services it will provide and the positions to be reduced. The District is not required to meet and confer with the Union if it implements the layoff in accordance with the procedures and requirements set forth in this Article unless the following conditions exist:

14.5.1.1 If the Union identifies impacts of the layoff decision on mandatory subjects of bargaining that are not covered by the procedures set forth in this Article, Policy 2040, and this Agreement, the District shall meet and confer as required by law regarding the identified impacts; however, the announced effective date of the layoff shall not be changed or delayed by any “impact” bargaining pursuant to this paragraph.

## ARTICLE 15: SAFETY & HEALTH

### 15.1 Safety Training

- 15.1.1 The District will train employees in safe work procedures and the safe use of equipment as the District, in its discretion, deems appropriate.

### 15.2 District Safety Committee

- 15.2.1 At least one employee from the Distribution Department and one employee from the Production Department shall serve on the District Safety Committee. The departmental employee representatives shall be selected first from volunteers. If at least one employee from each of the Distribution and Production departments does not volunteer, the Union shall select the employee representative(s) from the department(s) without a volunteer to serve on the Committee.

### 15.3 Employee Safety Suggestions

- 15.3.1 Employees are encouraged to present suggestions to the District regarding methods for improving employee safety, including training recommendations. These suggestions may be submitted to the responsible supervisor or through other means such as a District safety suggestion box (if maintained).

### 15.4 Handling Unsafe Work Conditions

- 15.4.1 If an employee has justifiable reason to believe that employee and/or public safety and health are in imminent danger due to unsafe working conditions, work site, or equipment, the employee shall take appropriate action to address any immediate danger and to protect employees and the public. Without delay the employee also shall inform the supervisor or, if the supervisor is unavailable, other District management representative, of the dangerous condition. The District shall determine what action, if any, should be taken in response to the employee's report.

### 15.5 ~~Distribution~~ Employees Safety Work Boots Reimbursement

- 15.5.1 ~~Effective in fiscal year 2022-2023, in~~ In lieu of the safety work boots allowance provided to District employees under the "Uniforms and Protective Clothing" policy in the District's Policy Manual, Distribution Operator and Treatment Operator employees ~~in the job positions of Distribution Operator 1, Distribution Operator 2, and Distribution Operator 3 will be provided a leather steel toed safety work boots of~~ will be up to ~~\$400~~355 in total cost per fiscal year under the following terms and conditions:

- 15.5.1.1 The District will set up an account with the Red Wing Shoes and Bare Bones shoe stores that will allow a covered employee to obtain work boots consistent with the terms and conditions

of this section, with the cost of such work boots of up to ~~\$400355~~ in total cost billed directly to the District.

15.5.1.2 The safety work boots purchased by an employee must meet the applicable Cal/OSHA and ASTM requirements.

15.5.1.3 A covered employee's ability to obtain new work boots pursuant to this section may only occur once per fiscal year.

15.5.1.4 ~~Effective July 1, 2022, f~~For new employees, the safety work boots will be provided upon hire and then again annually at the employee's anniversary date.:-

## **ARTICLE 16: SAVINGS CLAUSE**

- 16.1** In the event any article or section of this Agreement is rendered invalid or held to be invalid by operation of law, or by an arbitrator, administrative law judge, or a court, or if compliance with, or enforcement of an article or section or portion of an article or section of this Agreement is restrained by any court, the remainder of this Agreement shall not be affected and shall remain in full force and effect. At the written request of either party within thirty (30) days of an action invalidating a portion of this Agreement, the parties shall meet and confer for the purpose of arriving at a mutually satisfactory replacement of the invalidated article or section or portion of the article or section.



## ARTICLE 17: DISTRICT POLICY MANUAL

### 17.1 **Conflict between Policy Manual and Agreement**

- 17.1.1     Wherever any provision of the District's Policy Manual conflicts with a specific provision of this Agreement, the provisions of the Agreement shall prevail.

**American Federation of  
State, District, and Municipal  
Employees Local 146, AFL-CIO**

**Carmichael Water District**

---

Rafael Garcia, AFSCME  
Council 57 Business Agent

---

Cathy Lee, General Manager

---

Cody Brown (Distribution)

---

~~Jeff Nelson~~Ron Greenwood  
President, Board of Directors

---

Marc Mathews (Production)

---

Date

---

Date

## **APPENDIX A**

### **ON-CALL DUTIES AND PROCEDURES**

The District's current Distribution On-Call Duties and Procedures and Production On-Call Duties and Procedures are attached as Appendix A solely for bargaining unit members' convenience and are not incorporated into this Agreement or subject to the Grievance Procedure.

**Emergencies**

The length of on-call duty will be for 7 straight days beginning Tuesday at 7:00 a.m. and ending the following Tuesday at 6:59 a.m. On-call personnel are provided a cell phone and may be provided a laptop computer. If the on-call person receives a phone call they must respond within 5 minutes of the call to the customer. Responding to a phone call or utilizing the laptop computer is part of on-call duty. On-call personnel will not receive additional compensation for these duties.

When a call is received from the answering service, a service order must be initiated by the on-call person stating all relevant information. If it is determined that immediate attention is needed, the on-call person must notify the Field Superintendent immediately if additional personnel are needed to facilitate repairs. The on-call person will respond to emergencies only, unless directed by Field Superintendent. Emergency means any of the following:

- a leak, water waste, etc., that is causing damage to property
- a high risk safety issue
- It has the potential to cause damage within a short period of time

The on-call person is required to physically respond to on-call emergencies and be on site within 30-45 minutes. If at any time during an operator's on-call duty they cannot respond to the site within 45 minutes the employee shall notify the Field Superintendent.

The on-call person must follow the "Emergency Water Leak Procedure" while performing on-call duty.

If a contractor, homeowner, or another utility makes damages, a damage report must be made out by the on-call person upon arrival. The information must include name, address, phone number, company name, USA number, extent of damage, time arrived and final completion time of repair. A materials list must be included with the final paperwork and be completed by the on-call person before the start of the next work day.

If repairs are needed the following work day, the on-call person must immediately notify the Field Superintendent so the work can be scheduled for the following work day. The on-call person must mark the entire area in white paint and notify USA (during USA's business hours 7:00 a.m. -5:00 p.m.) at 1-800-227-2600.

All work orders must be completed and turned in no later than 7:00 a.m. the following work day.

**Other Duties**

During regular working hours (10-15 minutes prior to close of day) the on-call person shall: lock up all outside equipment and buildings, lock up fuel pumps and ensure the Corporation Yard is secured. On-call personnel will not receive additional compensation for these duties.

If the on-call person is the last person to leave the Corporation yard they must set the alarm to the building. On-call personnel will not receive additional compensation for these duties.

**Vehicle**

A service truck is provided for on-call emergency response.

A VCL must be completed by the on-call person before the end of the regular work day when assuming on-call duty. On-call personnel will not receive additional compensation for these duties.

The truck is for District business only and passengers other than District personnel are not allowed in the vehicle.

Wash and clean out the on-call truck on Tuesday morning during regular business hours starting at 7:00 a.m. On-call personnel will not be compensated for washing the on-call truck on weekends, holidays or after regular working hours. All tools, parts, and equipment must be cleaned and maintained to District standards.

**Pay**

All on-call personnel are compensated with on-call pay for being on-call, for travel to and from the District and for talking with customers on the phone. On-call personnel will not receive additional compensation for these duties.

Additional compensation will be provided only when the on-call person physically responds to the emergency call. Any assistance needed for on-call emergencies are to be reported to the Field Superintendent.

All additional compensation will be reviewed by the Field Superintendent before payment is made.

**Changes in On-Call**

Any changes or substitutions to the on-call schedule must be approved by the Field Superintendent. When illness, injury or other reasons prevent an operator from being on-call, the District will ask for volunteers. If no one volunteers to cover the on-call, the District will either assign an operator to take on-call or move all employees up on the on-call roster.

The on-call person cannot work back-to-back weeks on call. (There must be a 24 hour separation or down time between the weeks).

**Notification**

If the Field Superintendent is out for any absence, the on-call operator must call the General Manager or other District Designated Representative.

**Emergencies**

The length of on-call duty will be for 7 straight days beginning Tuesday at 7:00 a.m. and ending the following Tuesday at 6:59 a.m.

On-call personnel are provided a cell phone and a laptop computer to assist in on-call duties. If the on-call person receives a phone call, they must respond within 5 minutes of the call to the customer. If the on-call person receives a plant alarm, the operator is required to utilize the laptop to determine the significance of the alarm. Responding to a phone call or utilizing the laptop computer (checking the laptop, monitoring activity, and making minor changes or adjustments via the laptop) is part of on-call duty. On-call personnel will not receive additional compensation for these duties.

When a call is received from the answering service, a service order must be initiated by the on-call person stating all relevant information. If a SCADA alarm is received, an entry must be made in the plant log book. If it is determined that immediate attention is needed, the on-call person must notify the Production Superintendent immediately if additional personnel are needed to facilitate repairs.

The on-call person will respond to emergencies only, unless directed by Production Superintendent. Examples of emergency include making major changes, responding to alarms at the WTP, or water quality calls on site.

The on-call person is required to physically respond to on-call emergencies and be on site within 30-45 minutes. If at any time during an operator's on-call duty they cannot respond to the site within 45 minutes, the employee shall notify the Superintendent immediately.

**Other Duties**

If the on-call person is the last person to leave the WTP, they must set the alarm to the building. On-call personnel will not receive additional compensation for these duties.

**Vehicle**

A service truck is provided for on-call emergency response and regularly scheduled weekend work.

A VCL must be completed by the on-call person before the end of the regular work day when assuming on-call duty. On-call personnel will not receive additional compensation for these duties.

The truck is for District business only and passengers other than District personnel are not allowed in the vehicle.

Wash and clean out the on-call truck on Tuesday morning during regular business hours starting at 7:00 a.m. On-call personnel will not be compensated for washing the on-call truck on weekends, holidays or after regular working hours. All tools, parts, and equipment must be cleaned and maintained to District standards.

**Pay**

All on-call personnel are compensated with on-call pay for being on-call, for travel to and from the District and for talking with customers on the phone. On-call personnel will not receive additional compensation for these duties.

Additional compensation will be provided only when the on-call person physically responds to the emergency call. All emergency calls are to be reported to the Superintendent.

Weekend work associated with on-call duty (thorough plant checklist, lab tests, and active well site checks) shall not exceed 2.5 hours per day unless the Superintendent has authorized and approved the additional time.

All additional compensation will be reviewed by the Superintendent before payment is made.

**Changes in On-Call**

Every month the Superintendent shall prepare an on-call schedule. Any changes or substitutions to the on-call schedule must be approved by the Superintendent. When illness, injury or other reasons prevent an operator from being on-call the District will ask for volunteers. If no one volunteers to cover the on-call, the District will either assign an operator to take on-call or move all employees up on the on-call roster.

The on-call person cannot work back-to-back weeks on call. (There must be a 24 hour separation or down time between the weeks).

**Notification**

If the Superintendent is out for any absence, the on-call operator must call the General Manager or other District Designated Representative.

## APPENDIX B

### SALARY SCHEDULES

#### FY 2025-26 Salary Schedule Represented Employees Effective 07/01/2025

<u>Distribution</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>Distribution Operator 1</u>	<u>Hourly</u>	<u>25.5889</u>	<u>26.6552</u>	<u>27.7658</u>	<u>28.9227</u>
-	<u>Monthly</u>	<u>4,435.41</u>	<u>4,620.24</u>	<u>4,812.74</u>	<u>5,013.27</u>
-	<u>Yearly</u>	<u>53,224.91</u>	<u>55,442.82</u>	<u>57,752.86</u>	<u>60,159.22</u>
<u>Distribution Operator 2</u>	<u>Hourly</u>	<u>39.8794</u>	<u>41.5412</u>	<u>43.2719</u>	<u>45.0749</u>
-	<u>Monthly</u>	<u>6,912.43</u>	<u>7,200.48</u>	<u>7,500.46</u>	<u>7,812.98</u>
-	<u>Yearly</u>	<u>82,949.15</u>	<u>86,405.70</u>	<u>90,005.55</u>	<u>93,755.79</u>
<u>Distribution Operator 3</u>	<u>Hourly</u>	<u>45.1601</u>	<u>47.0418</u>	<u>49.0018</u>	<u>51.0435</u>
-	<u>Monthly</u>	<u>7,827.75</u>	<u>8,153.91</u>	<u>8,493.65</u>	<u>8,847.54</u>
-	<u>Yearly</u>	<u>93,933.01</u>	<u>97,846.94</u>	<u>101,923.74</u>	<u>106,170.48</u>

<u>Production</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>Treatment Operator 1</u>	<u>Hourly</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
-	<u>Monthly</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
-	<u>Yearly</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Treatment Operator 2</u>	<u>Hourly</u>	<u>39.4399</u>	<u>41.0831</u>	<u>42.7950</u>	<u>44.5781</u>
-	<u>Monthly</u>	<u>6,836.25</u>	<u>7,121.07</u>	<u>7,417.80</u>	<u>7,726.87</u>
-	<u>Yearly</u>	<u>82,034.99</u>	<u>85,452.85</u>	<u>89,013.60</u>	<u>92,722.45</u>
<u>Treatment Operator 3</u>	<u>Hourly</u>	<u>45.7623</u>	<u>47.6691</u>	<u>49.6552</u>	<u>51.7242</u>
-	<u>Monthly</u>	<u>7,932.13</u>	<u>8,262.64</u>	<u>8,606.90</u>	<u>8,965.53</u>
-	<u>Yearly</u>	<u>95,185.58</u>	<u>99,151.73</u>	<u>103,282.82</u>	<u>107,586.34</u>
<u>Treatment Operator 4</u>	<u>Hourly</u>	<u>53.3612</u>	<u>55.5846</u>	<u>57.9006</u>	<u>60.3132</u>
-	<u>Monthly</u>	<u>9,249.28</u>	<u>9,634.66</u>	<u>10,036.10</u>	<u>10,454.29</u>
-	<u>Yearly</u>	<u>110,991.30</u>	<u>115,615.97</u>	<u>120,433.25</u>	<u>125,451.46</u>

Note: Monthly and Yearly Salaries are the average based on 2080 hours.

#### FY 2022-23 Wages Represented Employees

<u>-Distribution</u>	<u>-</u>	<u>-Approx</u>	<u>Step-1</u>	<u>-Step-2</u>	<u>-Step-3</u>	<u>-Step-4</u>
<u>-</u>	<u>-</u>	<u>Increase</u>	<u>4%</u>	<u>4%</u>	<u>4%</u>	<u>Comp Stdy</u>
<u>-Distribution Operator 1</u>	<u>-Hourly</u>	<u>-</u>	<u>\$21.6915</u>	<u>\$22.5953</u>	<u>\$23.5368</u>	<u>\$24.5175</u>
<u>-</u>	<u>Monthly</u>	<u>5.0%</u>	<u>\$3,759.86</u>	<u>\$3,916.52</u>	<u>\$4,079.71</u>	<u>\$4,249.70</u>
<u>-</u>	<u>-Yearly</u>	<u>-</u>	<u>\$45,118.35</u>	<u>\$46,998.28</u>	<u>\$48,956.54</u>	<u>\$50,996.40</u>



-Distribution Operator 2	Hourly	-	\$33.8054	\$35.2140	\$36.6812	\$38.2096
-	Monthly	17.0%	\$5,859.60	\$6,103.75	\$6,358.08	\$6,623.00
-	Yearly	-	\$70,315.25	\$73,245.05	\$76,296.93	\$79,475.97
-Distribution Operator 3	Hourly	-	\$38.2818	\$39.8769	\$41.5384	\$43.2692
-	Monthly	16.6%	\$6,635.52	\$6,912.00	\$7,199.99	\$7,499.99
-	Yearly	-	\$79,626.18	\$82,943.94	\$86,399.94	\$89,999.94

Production	-	-Approx	Step 1	-Step 2	-Step 3	-Step 4
-	-	Increase	4%	4%	4%	Comp Stdy
Treatment Operator 1	Hourly	-	N/A	N/A	N/A	N/A
-	Monthly	-	N/A	N/A	N/A	N/A
-	Yearly	-	N/A	N/A	N/A	N/A
Treatment Operator 2	Hourly	-	\$33.4328	\$34.8258	\$36.2769	\$37.7884
-	Monthly	33.0%	\$5,795.01	\$6,036.47	\$6,287.99	\$6,549.99
-	Yearly	-	\$69,540.14	\$72,437.64	\$75,455.88	\$78,599.87
Treatment Operator 3	Hourly	-	\$38.7922	\$40.4086	\$42.0923	\$43.8461
-	Monthly	16.1%	\$6,723.99	\$7,004.15	\$7,295.99	\$7,599.99
-	Yearly	-	\$80,687.82	\$84,049.82	\$87,551.89	\$91,199.89
Treatment Operator 4	Hourly	-	\$45.2338	\$47.1186	\$49.0818	\$51.1269
-	Monthly	16.3%	\$7,840.53	\$8,167.22	\$8,507.52	\$8,862.00
-	Yearly	-	\$94,086.32	\$98,006.59	\$102,090.19	\$106,343.95

**APPENDIX C**  
**EMPLOYEE GRIEVANCE FORMS**

**AFSCME, LOCAL 146 AND CARMICHAEL WATER DISTRICT  
GRIEVANCE FORM**

Grievance # \_\_\_\_\_

**LEVEL I: GRIEVANT'S STATEMENT OF PROBLEM AND INFORMAL  
RESOLUTION WITH DEPARTMENT HEAD/DESIGNEE**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
Supervisor's Name Title Department

FROM: \_\_\_\_\_  
Grievant Title Department

1. What specific Article and Section of the Agreement do you believe has been violated?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. When (date) did you learn of the event or circumstances on which your grievance is based? \_\_\_\_\_

3. Statement of the grievance (who, what, where, when) and circumstances involved: (be precise). Attach extra sheets if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Remedy sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
Grievant's Signature Date

\_\_\_\_\_  
Representative's Name

cc: Grievance File

Grievance # \_\_\_\_\_

**LEVEL I: SUPERVISOR'S RESPONSE**

DATE: \_\_\_\_\_

Date informal conference/meeting held: \_\_\_\_\_

Present at informal meeting (list names): \_\_\_\_\_

\_\_\_\_\_

TO: \_\_\_\_\_  
Grievant's Name Title Department

FROM: \_\_\_\_\_  
Supervisor's Name Title Department

1. Response to original statement of grievance dated: \_\_\_\_\_

2. Supervisor's decision (be precise): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Resolution/remedy suggested, if any: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Attachment: Grievant's Statement of Problem

cc: AFSCME President  
AFSCME Representative  
Grievance File

Grievance # \_\_\_\_\_

**LEVEL II: FORMAL GRIEVANCE WITH GENERAL MANAGER/DESIGNEE**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_  
Grievant's Name

1. Please attach copies of:
  - A. Level 1 Grievant's Statement of the Problem
  - B. Level 1 Supervisor's Response
2. Reason for formal grievance (be precise): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Representative's Name

Attachments:      Level 1 Grievant's Statement  
                         Level 1 Supervisor's Response

cc:      AFSCME President  
         AFSCME Representative  
         Supervisor  
         Grievance File

Grievance # \_\_\_\_\_

**LEVEL II: GENERAL MANAGER/DESIGNEE'S RESPONSE**

DATE: \_\_\_\_\_

Date Conference held: \_\_\_\_\_

TO: \_\_\_\_\_  
Grievant's Name Title

FROM: \_\_\_\_\_  
General Manager/Designee

1. Response to original statement of grievance dated: \_\_\_\_\_

2. General Manager/Designee decision (be precise and brief): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Resolution/remedy suggested, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
General Manager or Designee Signature

cc: AFSCME President  
AFSCME Representative  
Supervisor  
Grievance File







Grievance # \_\_\_\_\_

**LEVEL III: MEDIATION**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
General Manager/Designee

FROM: \_\_\_\_\_  
Grievant's Name

I disagree with your Level II decision about my grievance, and I request mediation of this dispute.

\_\_\_\_\_  
Grievant's Signature

cc: AFSCME President  
AFSCME Representative  
Supervisor  
Grievance File



**APPENDIX D**  
**JOB DESCRIPTIONS**

## **CARMICHAEL WATER DISTRICT**

### **Classification Specification**

**Job Class:** Distribution Operator (DO) Series (D01 – D03)  
**FLSA Status:** Non-Exempt  
**Supervisor:** Field Superintendent  
**Effective Date:** July 1, 2022

#### **Description**

Under supervision, Distribution Operators in this series perform a variety of unskilled to skilled labor and technical work in the construction and maintenance of pipelines and water services; construction work in the fabrication and assembly of utility water projects. To organize and prioritize assigned workload and staff, in order to complete assigned projects.

#### **Distinguishing Characteristics**

Distribution Operator 1 (DO1): This is an entry level class in the Distribution Operator series. Operators in this class work under close supervision while learning job tasks. Positions at this level are distinguished from other classes or positions within the series by the ability to perform the full range of duties assigned. Operators in this class are unable to perform on-call duties.

Distribution Operator 2 (DO2): This is the journey level class in the Distribution Operator series. Employees at this level are required to be fully trained in all procedures related to assigned areas of responsibility. Positions at this level are distinguished from other classes or positions within the series by the ability to perform the full range of duties assigned including being able to perform on-call duties.

Distribution Operator 3 (DO3): This is the journey level class in the Distribution Operator series. Employees at this level are required to be highly trained in all procedures related to assigned areas of responsibility. Positions at this level are distinguished from other classes or positions within the series by the possession of a California Department of Public Health (CDPH) Grade D3 Certification, the ability to perform the full range of duties assigned at an advanced and independent level including assuming responsibility to direct a crew, problem solving skills, customer service skills, and being able to perform on-call duties.

For open positions in this series, operators may be advanced provided they meet the required certification level, experience and minimum qualifications for the job class as described in the Distribution Operator Series job description.

#### **Supervision Received and Exercised**

Distribution Operator 1 (DO1): Receives immediate supervision from the Superintendent or District Designated Representative and may receive technical and functional direction from journey level operators.

Distribution Operator 2 (DO2): Receives immediate supervision from a DO3 Operator, the Field Superintendent or District Designated Representative; and may receive technical and functional direction from other journey level operators. May exercise technical and functional direction over less certified or experienced distribution operators. Exercises technical and functional direction over assigned distribution operators in the absence of a DO3 operator on assigned crew.

Distribution Operator 3 (DO3): Receives immediate supervision from the Field Superintendent or District Designated Representative; and may receive technical and functional direction from other journey level operators. Exercises technical and functional direction over less certified or experienced distribution operators. Directs crew.

### **Essential Duties and Responsibilities**

The following duties are typical for this classification series. Depending upon the assignment, the employee may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Perform a variety of duties associated with the repair and replacement of water distribution systems including main line, service line, fire hydrant, main line valve and meters. Duties include but are not limited to:
  - Locate and inspect properties for existing facilities and property usage.
  - Evaluate and make recommendations on improvements to existing facilities.
  - Construction and maintenance of facilities which requires a variety of unskilled or semi-skilled heavy labor (i.e. dig, cut, pipe fitting, load and unload equipment and materials)
- Respond to, mark and locate District facilities for Underground Service Alert compliance.
- Operate heavy equipment, dump truck, air compressor, backhoe, jackhammer, trencher, boring machine and variety of hand tools.
- Ensure that all materials are properly managed and accurately recorded for each service order.
- Ensure that all service orders and associated paperwork are completed accurately and returned each day.
- Perform excellent timely customer service which includes but is not limited to:
  - Inform customers of scheduled work and work in progress (i.e. deliver notifications, speak with customer).
  - Investigate complaints, claims, reports of encroachment and vandalism.
  - Take necessary action to correct situations.
  - Perform customer shut off procedures (i.e. door-hangers, shut offs, lock ups, service reinstates).
  - Perform conservation patrol as required.
  - Collect routine water quality samples for laboratory testing.
- Perform general maintenance activities (i.e. maintain, clean, oil, lube, store, etc.), and general housekeeping (i.e. sweep, clean, landscape, and trim bushes and trees), facilitate repairs as needed, and complete safety and compliance activities (i.e. inspection, logs, reports, etc.) which include but are not limited to:
  - Vehicles.
  - Equipment.
  - Facilities.
  - Tools.
  - Lockout/Tagout procedures.
  - Confined space procedures.
- Attend, support and participate in training.
- Participate and comply with safety programs and procedures for employees.

- Comply with all District policies and procedures (i.e. Policy Manual, Rules and Regulations Manual, Emergency Response Plan, IIPP, etc.).
- Ensure all work performed is completed to District standards.

**DO1 are expected to learn the essential duties with the assistance of the DO2, DO3 and direction of Superintendent. DO1 will not perform shut offs and operate heavy or power equipment until qualified.**

**Additional Essential Duties and Responsibilities for Distribution Operator 2 and 3 (DO2 - DO3)**

- Ensure daily direction and work performance of assigned employees (crew) including but not limited to:
  - follow all safety standards
  - secure job sites and work areas to protect District employees, the general public and vehicular traffic (i.e. traffic control)
  - employ proper personnel protective equipment (PPE) standards.
- May provide training to other employees.
- Perform on-call procedures as required, including evenings, weekends, holidays and emergencies.

**Qualifications**

**Distribution Operator 1 (DO1):**

Operators in this class must possess ***knowledge and abilities*** identified below:

*Knowledge of:*

- Tools and equipment used in distribution system construction.
- Customer service
- Principles of mathematics, biology and chemistry.
- Standard safety practices and programs.

*Ability to:*

- Safely operate motor vehicles and power-driven equipment (i.e. dump truck, air compressor, jackhammer, etc.)
- Use a variety of hand and power tools.
- Perform heavy physical labor requiring strength, dexterity and agility.
- Follow both oral and written instructions.
- Perform assigned duties.
- Perform water distribution mathematical calculations.
- Perform basic computer functions and familiarity with applicable software programs.
- Communicate clearly and concisely both orally and in writing.
- Exercise good judgment.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, electronic devices (i.e. laptop, smart phones, tablet, GPS, etc.), personal computer and software applications for word processing, graphic presentations, spreadsheets, and other job-related software.

### **Distribution Operator 2 (DO2):**

Operators in this class must possess advanced **knowledge and abilities** of Distribution Operator 1 (DO1) in addition to those identified below:

#### *Knowledge of:*

- Principles and practices of distribution system operations and maintenance processes.
- Methods and materials used in distribution system construction.
- Principles and practices of lead supervision.
- Read and interpret piping and distribution diagrams, blue prints and maps.
- Regulatory compliance requirements.
- Conflict resolution.

#### *Ability to:*

- Safely operate additional power-driven equipment (i.e. backhoe, forklift, trencher, boring machine, etc.)
- Diagnose distribution operational problems and correct or provide recommendations.
- Communicate needed follow-up and schedule for field work.
- Perform assigned on-call duty, making operational adjustments as required.
- Work independently, demonstrating initiative and independent thinking.
- Identify and correct unusual, inefficient, or dangerous operating conditions.
- Maintain records and prepare reports.
- Effectively train less qualified personnel.
- Effectively manage time and workload to maximize productivity.
- Effectively represent the District with the public, community groups, contractors, and other organizations.

### **Distribution Operator 3 (DO3):**

Operators in this class must possess **advanced knowledge and advanced abilities** of Distribution Operator 2 (DO2) in addition to those identified below:

#### *Ability to:*

- Ensure regulatory compliance.
- Ensure and correct standard safety practices and programs.
- Draft, read and interpret piping and distribution diagrams, blue prints and maps.
- Perform advanced level water distribution mathematical calculations.
- Plan, schedule and coordinate field work.
- Direct and explain processes clearly and concisely.

### **Physical Requirements**

The physical requirements herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

- May travel occasionally by airplane conducting District business.
- Travel regularly by vehicle for District related duties and activities.
- Communicate orally and in writing with District management, co-workers, and the public in one-to-one and group settings.
- Vision and hearing within normal ranges with or without correction.

- Regularly use telephone for communications.
- Regularly use electronic devices.
- Typically work in a field environment doing the following physical activities:
  - Occasionally: sit, fine manipulation, ride in a vehicle.
  - Frequently: walk, stand, squat, climb, crawl, twist, repetitive use of hands, grasp, push, pull, reach above and below shoulder level, lift and carry up to 60 lbs., operate equipment, operate stationary machinery, operate vehicle or mobile equipment, operate dump truck, equipment, heavy machinery, dig with a shovel and hand tools.
  - Heavy manual labor requiring continuous kneeling, bending, lifting, and operation of manual and power tools.
  - Differentiate between and perceive color, sound, smell, taste, texture and form.
- Occasionally work in an office environment: at a desk or table, sit or stand for extended time periods.

### **Environmental and Working Conditions**

The environmental and working conditions herein are representative of those an employee encounters while performing the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- The performance of this position requires exposure to job site, distribution and production areas where:
  - Exposure to environmental conditions:
    - Occasionally: Chemicals/Caustics, confined space, heights, allergenic plants/materials.
    - Frequently: Dusts/mists/fumes/smoke/gases, wet damp surfaces, extreme heat/cold, noise.
  - Regularly work around machinery with moving parts or stationary equipment.
  - Regularly work on various types of terrain and footing which may be slippery or uneven.
  - Regularly work around moving objects or vehicles.
  - Certain areas require the use of personal protective and safety equipment (i.e. hard hats, steel toed boots, safety glasses and hearing protection).
- Occasionally work indoors in ambient room temperatures and lighting and be around office equipment as found in a typical office environment.

### **Education, Experience, and Certification**

*Required:*

- Equivalent to the completion of the 12<sup>th</sup> grade.

#### **Distribution Operator 1 (DO1):**

- Possess and maintain a California State Water Resources Control Board (SWRCB) Grade D1 Certification within 12 months.
- Possess and maintain a SWRCB Grade D2 Certification within 24 months from date of hire.



Distribution Operator 2 (DO2):

- Possess and maintain a SWRCB Grade D2 Certification.
- One full-time year equivalent to a Distribution Operator 1 (DO1) with the Carmichael Water District.

Distribution Operator 3 (DO3):

- Possess and maintain a SWRCB Grade D3 Certification.
- Two full-time years of increasingly responsible experience working as a distribution operator including one full-time year equivalent to a Distribution Operator 2 (DO2) with the Carmichael Water District.

**Licenses**

**Required:**

- Proof of good driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two years duration.

Distribution Operator 1 (DO1):

- Possess and maintain a valid State of California Class C driver's license.
- Possess and maintain a valid State of California Class B or Class A commercial driver's license within 24 months from date of hire.

Distribution Operator 2 (DO2):

- Possess and maintain a valid State of California Class C driver's license.
- Possess and maintain a valid State of California Class B or Class A commercial driver's license within 12 months from the date of hire.

Distribution Operator 3 (DO3):

- Possess and maintain a valid State of California Class B or Class A commercial driver's license.

**License and Certification Maintenance: Employee is responsible to complete the designated number of contact hours (i.e.: continuing education and/or training requirements) and licensing requirements to maintain all required licenses and certifications as a condition of continued employment.**

***NOTE: The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria that are performed by most incumbents, but other related duties may be performed. Not all duties listed are necessarily performed by each individual.***

**Classification Specification**

**Job Class:** Treatment Operator (TO) Series (TO1 – TO4)  
**FLSA Status:** Non-Exempt  
**Supervisor:** Production Superintendent  
**Effective Date:** August 2, 2018

**Description**

Under supervision, Treatment Operators in this series perform a variety of semi-skilled and skilled labor in the areas of operation, maintenance and repair of potable water production facilities and distribution system operations.

**Distinguishing Characteristics**

Treatment Operator 1 (TO1): This is an entry level class in the Treatment Operator series. Operators in this class work under close supervision while learning job tasks. Distinguished from other classes within the series by the possession of required certification and by the knowledge and ability to perform the full range of duties assigned.

Treatment Operator 2 (TO2): This is the intermediate level class in the Treatment Operator series. Distinguished from other classes within the series by the possession of required certification and by the knowledge and ability to perform the full range of duties assigned at an intermediate level.

Treatment Operator 3 (TO3): This is the journey level class in the Treatment Operator series. Distinguished from the Treatment Operator 2 (TO2) by the possession of required certification, by the knowledge and ability to perform the full range of duties assigned at an advanced and independent level including serving as shift operator, and being able to perform on-call duties.

Treatment Operator 4 (TO4): This is the journey level class in the Treatment Operator series. Distinguished from the Treatment Operator 3 (TO3) by the possession of required certification, by the knowledge and ability to perform the full range of duties assigned at a proficient and independent level including assuming responsibility of the water production system in the absence of the Production Superintendent.

For open positions in this series, operators may be advanced provided they meet the required certification level, experience and minimum qualifications for the job class as described in the Treatment Operator Series job description.

**Supervision Received and Exercised**

Treatment Operator 1 (TO1): Receives immediate supervision from the Production Superintendent or District Designated Representative and may receive technical and functional direction from journey level operators.

Treatment Operator 2 (TO2): Receives immediate supervision from the Production Superintendent or District Designated Representative and may receive technical and functional direction from journey level operators.

Treatment Operator 3 (TO3): Receives immediate supervision from the Production Superintendent or District Designated Representative and may receive technical and functional direction from other journey level operators. May exercise technical and functional direction over

Treatment Operator 4 (TO4): Receives immediate supervision from the Production Superintendent or District Designated Representative and may receive technical and functional direction from other journey level operators. Exercises technical and functional direction over less certified or experienced treatment operators.

### **Essential Duties and Responsibilities**

The following duties are typical for this classification series. Depending upon the assignment, the employee may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Perform excellent timely customer service.
- Perform general maintenance activities (i.e. maintain, clean, oil, lube, store, etc.), and general housekeeping (i.e. sweep, clean, landscape, and trim bushes and trees), facilitate repairs as needed, and complete safety and compliance activities (i.e. inspection, logs, reports, etc.) which include but are not limited to:
  - Vehicles.
  - Equipment.
  - Facilities.
  - Tools.
  - Lockout/Tagout procedures.
  - Confined space procedures.
- Attend, support and participate in training.
- Use a variety of hand and power tools.
- Operate motor vehicles.
- Participate and comply with safety programs and procedures for employees.
- Comply with all District policies and procedures (i.e.: Policy Manual, Rules and Regulations Manual, Emergency Response Plan, IIPP, etc.).
- Ensure all work performed is completed to District standards.
- Operate a variety of standard office equipment, telephone, electronic devices (i.e. laptop, smart phones, tablet, GPS, etc.), personal computer and software applications for word processing, graphic presentations, spreadsheets, and other job-related software (i.e.: SCADA system).

### **Additional Essential Duties and Responsibilities for Treatment Operator 2 (TO2)**

- Maintain the District's water production facilities, membranes, telemetry, pumps, compressors and chemical feed equipment.
- Perform a variety of water quality tests such as pH, chlorine residual testing, temperature, turbidity, particle counting, and coliform tests.
- Prepare water quality spreadsheets and reports.
- Collect samples and perform laboratory analysis.
- Perform required equipment calibration on a variety of water quality monitoring equipment.
- Operate SCADA (Supervisory Control and Data Acquisition) computer to control flow of water, chemical feed and distribution system pressures; monitors gauges and meters;

maintain shift log.

- Work independently, demonstrate initiative and independent thinking, and provide

- May provide training to other employees.
- Perform excellent timely customer service including but not limited to:
  - Inform customers of scheduled backflow testing.
  - Investigate water quality complaints.
  - Take necessary action to correct situations.
  - Perform conservation patrol as required.
  - Collect routine water quality samples for laboratory testing.
- Maintain compliance with laws, rules, regulations and ordinances relating to District activities.

### **Additional Essential Duties and Responsibilities for Treatment Operator 3 (TO3)**

- Perform on-call procedures as required, including evenings, weekends, holidays and emergencies.
- Perform backflow device testing.
- Provide training to other employees.
- Perform as shift operator and may exercise technical and functional direction over less certified or experienced treatment operators including but not limited to:
  - follow all safety standards.
  - secure job sites and work areas to protect District employees, the general public and vehicular traffic (i.e. traffic control).
  - employ proper personnel protective equipment (PPE) standards.

### **Additional Essential Duties and Responsibilities for Treatment Operator 4 (TO4)**

- Diagnose water production operational problems, problem solve, make corrections, and report.
- Assume responsibility of the water production system in the absence of the Production Superintendent.

### **Qualifications**

#### **Treatment Operator 1 (TO1):**

Operators in this class must possess **knowledge and abilities** identified below:

#### *Knowledge of:*

- Operating principles of water production equipment and machinery.
- Principles of mathematics, biology and chemistry.
- Standard safety practices and programs.
- Effective preventative maintenance programs.
- Customer service

#### *Ability to:*

- Safely operate motor vehicles and power-driven equipment (i.e. air compressor, forklift, chlorine delivery truck).
- Use a variety of hand and power tools.
- Follow both oral and written instructions.

- Perform assigned duties.
- Perform water treatment mathematical calculations.
- Perform physical labor requiring strength, dexterity and agility.

- Effectively manage time and workload to maximize productivity.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, electronic devices (i.e. laptop, smart phones, tablet, GPS, etc.), personal computer and software applications for word processing, graphic presentations, spreadsheets, and other job-related software (i.e.: SCADA system).
- Effectively represent the District with the public, community groups, contractors, and other organizations.

### **Treatment Operator 2 (TO2):**

Operators in this class must possess ***intermediate knowledge and intermediate abilities*** of Treatment Operator 1 (TO1) in addition to those identified below:

#### ***Knowledge of:***

- Principles and practices of water production system operations and maintenance processes.
- Principles of membrane filtration.
- Hazardous chemicals used in water treatment.
- Methods for conducting and interpreting water quality analysis.
- Regulatory compliance requirements.
- Surface and groundwater contaminants.
- Current and emerging water regulations.
- Safety programs specific to the water industry.

#### ***Ability to:***

- Operate, maintain and repair water production equipment.
- Skillfully use a variety of hand and power tools.
- Work independently, demonstrating initiative and independent thinking.
- Identify and report unusual, inefficient, or dangerous operating conditions.
- Use computer efficiently. Proficient with software packages including Word and Excel.
- Organize data, maintain records, and prepare reports.
- Understand, interpret and apply laws, rules, regulations and ordinances relating to District activities.

### **Treatment Operator 3 (TO3):**

Operators in this class must possess ***advanced knowledge and advanced abilities*** of Treatment Operator 2 (TO2) in addition to those identified below:

#### ***Knowledge of:***

- Principles and practices of lead supervision.
- Maintenance and operations activities of an operational water treatment facility.
- Backflow and Cross-Connection.
- SCADA systems used in the water industry.
- Customer service techniques and conflict resolution.

*Ability to:*

- Perform assigned on-call duty, making operational adjustments as required

**Treatment Operator 4 (TO4):**

Operators in this class must possess **proficient knowledge and proficient abilities** of Treatment Operator 3 (TO3) in addition to those identified below:

*Knowledge of:*

- Membrane filtration technology including but not limited to: types of membranes, cleaning procedures and pinning.
- Budgeting practices.

*Ability to:*

- Diagnose water production operational problems and provide recommendations.
- Solve problems and provide corrective action with little or no supervision.
- Explain production processes clearly and concisely.
- Manage department safety program.
- Plan, schedule and coordinate field repair operations.
- Assume responsibility of the water production system in the absence of the Production Superintendent.

**Physical Requirements**

The physical requirements herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

- May travel occasionally by airplane conducting District business.
- Travel regularly by vehicle for District related duties and activities.
- Communicate orally and in writing with District management, co-workers, and the public in one-to-one and group settings.
- Vision and hearing within normal ranges with or without correction.
- Regularly use telephone for communications.
- Regularly use electronic devices.
- Typically work in a field environment doing the following physical activities:
  - Occasionally: sit, bend (waist), squat, climb, kneel, crawl, twist, grasp, fine manipulation, push, pull, operate equipment/stationary machinery, operate vehicle or mobile equipment, operate heavy machinery, ride in a vehicle, dig or use hand tools, lift and carry up to 60 lbs.
  - Frequently: walk, stand, bend (neck), repetitive use of hands, reach above and below shoulder level, lift and carry up to 10 lbs.
  - Differentiate between and perceive color, sound, smell, taste, texture and form.
- Occasionally work in an office environment: at a desk or table, sit or stand for extended time periods.

### **Environmental and Working Conditions**

The environmental and working conditions herein are representative of those an employee encounters while performing the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- The performance of this position requires exposure to job site, distribution and production areas where:
  - Exposure to environmental conditions:
    - Occasionally: Dusts/mists/fumes/smoke/gases, wet damp surfaces, extreme heat/cold, noise, chemicals/caustics, confined space, heights, allergenic plants/materials.
    - Both indoors and outdoors in all weather conditions and significant temperature changes between cold and heat.
  - Regularly work around machinery with moving parts or stationary equipment.
  - Regularly work on various types of terrain and footing which may be slippery or uneven.
  - Regularly work around moving objects or vehicles.
  - Certain areas require the use of personal protective and safety equipment (i.e. hard hats, steel toed boots, safety glasses and hearing protection).
- Occasionally work indoors in ambient room temperatures and lighting and be around office equipment as found in a typical office environment.

### **Education, Experience, and Certification**

#### **Required:**

- Equivalent to the completion of the 12<sup>th</sup> grade.

#### **Treatment Operator 1 (TO1):**

- Possess and maintain a 40 Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Certificate within 6 months from date of hire.
- Possess and maintain a California State Water Resources Control Board (SWRCB) Grade T1 Certification within 12 months.
- Possess and maintain a SWRCB Grade D1 Certification within 12 months .
- Possess and maintain a SWRCB Grade T2 Certification within 24 months.

#### **Treatment Operator 2 (TO2):**

- Possess and maintain a SWRCB Grade T2 Certification.
- Possess and maintain a 40 Hour HAZWOPER Certificate within 6 months from date of hire.
- Possess and maintain a SWRCB Grade D1 Certification within 12 months.
- Possess and maintain a SWRCB Grade T3 Certification within 24 months from date of hire.
- One full-time year of increasingly responsible experience equivalent to a Treatment Operator 1 (TO1) with the Carmichael Water District.

#### Treatment Operator 3 (TO3):

- Possess and maintain a SWRCB Grade T3 Certification.
- Possess and maintain a 40 Hour HAZWOPER Certificate within 6 months from date of hire.
- Possess and maintain a SWRCB Grade D2 Certification within 12 months.
- Possess and maintain an American Water Works Association (AWWA) Backflow Prevention Assembly Tester Certification within 12 months from date of hire.
- Two full-time years of increasingly responsible experience equivalent to a Treatment Operator including one full-time year equivalent to a Treatment Operator 2 (TO2) with the Carmichael Water District.

#### Treatment Operator 4 (TO4):

- Possess and maintain a SWRCB Grade T4 Certification.
- Possess and maintain a SWRCB Grade D2 Certification.
- Possess and maintain a 40 Hour HAZWOPER Certificate within 6 months from date of hire.
- Possess and maintain an AWWA Backflow Prevention Assembly Tester Certification within 12 months from date of hire.
- Four full-time years of increasingly responsible experience working as a Treatment Operator including two full-time years equivalent to a Treatment Operator 3 (TO3) with the Carmichael Water District.

### **Licenses**

#### **Required:**

- Possess and maintain a valid California Class C driver's license.
- Proof of good driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two years duration.
- While a California Commercial Driver's License with a Hazardous Materials Endorsement (HME) is not required for the job position, the District reserves the right to require this license based on regulatory or operational changes that necessitate the need for such licensure as a management right without any obligation to meet and confer with the Union. To the extent the District will require a California Commercial Driver's License with a Hazardous Materials Endorsement (HME), it will provide 90 days advance notice to current employees to provide an opportunity to obtain the license.

**License and Certification Maintenance: Employee is responsible to complete the designated number of contact hours (i.e.: continuing education and/or training requirements) and licensing requirements to maintain all required licenses and certifications as a condition of continued employment.**

***NOTE: The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria that are performed by most incumbents, but other related duties may be performed. Not all duties listed are necessarily performed by each individual.***



**CARMICHAEL WATER DISTRICT**  
**RESOLUTION 07212025-01**  
**A RESOLUTION ADOPTING THE CARMICHAEL WATER DISTRICT (DISTRICT)**  
**FISCAL YEAR (FY) 2025-2026 SALARY SCHEDULE**

**BE IT RESOLVED**, that the Board of Directors hereby adopts the Carmichael Water District FY 2025-2026 Salary Schedule effective July 1, 2025.

**PASSED AND ADOPTED** by the Board of Directors by the following vote:

Jeff Nelson	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Ronald Davis	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Mark Emmerson	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Ron Greenwood	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Paul Selsky	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>

**Board Totals:**                      **Ayes:** ☐   **Nays:** ☐   **Absent:** ☐   **Abstain:** ☐

<b>Passed Unanimously:</b>	<input type="checkbox"/>
<b>Motion Carried:</b>	<input type="checkbox"/>
<b>Motion Not Carried:</b>	<input type="checkbox"/>

Signed after its passage this 21<sup>st</sup> day of July 2025:

\_\_\_\_\_  
Ron Greenwood, President  
Board of Directors

**ATTEST:** \_\_\_\_\_  
Cathy Lee, Secretary

---

*This page intentionally left blank.*

**Topic:** Professional Services Contract to develop the 2025 Urban Water Management Plan (UWMP)

**Date:** July 10, 2025

**Item For:** Action

---

Submitted By: Greg Norris, Engineering Manager  
Cathy Lee, General Manager

---

## **BACKGROUND**

The State of California requires qualified urban water suppliers providing municipal supplies to more than 3,000 customers, or serving more than 3,000 acre-feet annually, to prepare and submit an UWMP every five years. The last UWMP completed by CWD was in June 2021. The next UWMP for the District is due to the Department of Water Resources (DWR) by July 1, 2026.

In November 2020, the District advertised for professional services to prepare the District's 2020 UWMP. The scope of services included: a planning documents review, data collection, demand projections, Water Shortage Contingency Plan update and Water Shortage Demand Assessment, report preparation, notification, and presentation, and report submittal to DWR. The District received proposals from three (3) firms, which included Tully & Young.

Staff met and ranked the proposals based on each proposing firm's/team's experience and qualifications, project understanding and approach, and the cost of the proposed work. During the evaluation, staff consistently ranked Tully & Young's proposal above the other proposing firms. Tully & Young's fee for the service in 2020 was \$58,835.

## **SUMMARY/DISCUSSION**

District staff would like to proceed with a Professional Services Agreement (PSA) with Zanjero as a sole source selection for completion of the 2025 UWMP, which includes Chapter 6 the Water Shortage Contingency Plan. Greg Young was responsible for completing the 2020 UWMP under Tully & Young, which has become Zanjero, and is intimately familiar with the District's data and information. The use of another contractor would require more time and research, and higher cost, to collect the District's data and information. Zanjero has submitted a proposal for the 2025 UWMP in the amount of \$49,500.

## **FINANCIAL IMPACT**

Funds for the proposed work will be used from the FY 25/26 Budget under Office of the General Manager (Dept 21) line item Professional services: Studies/Contracts (21-102519-05).

## **RECOMMENDATION**

Staff recommends that the Board of Directors approve a Professional Services Agreement with Zanjero in the amount of \$49,5000 with a \$10,000 contingency and authorize the General Manager to execute the agreement for a not-to-exceed amount of \$59,500.

## **ATTACHMENT(S)**

1. Draft Agreement including attached proposal from Zanjero.

## Carmichael Water District Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Carmichael Water District, a local government agency ("District"), and Zanjero, Inc., a California Corporation ("Contractor"), who agree as follows:

### 1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

### 2 Payment

2.1 District shall pay to Contractor a fee based on:

☒ Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.

☐ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$49,500. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month for review and approval. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

### 3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District

based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

#### **4.2 Intentionally Omitted**

4.3 If the Contractor, or person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District or appears to the District to be incompetent or to act in a disorderly or improper manner, such subcontractor or person shall be removed from the Project immediately on the request of the District, and such subcontractor or person shall not again be employed on the work. Such removal shall not be the basis for any claim for compensation or damages against the District.

#### **5 Conflict of Interest**

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

#### **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

## 7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## 8 Confidentiality of Information

8.1 *Intentionally Omitted*

8.2 *Intentionally Omitted*

8.3 *Intentionally Omitted*

8.4 *Intentionally Omitted*

## 9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

## 9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

### 9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 "Maintenance" work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property ("District Facility") in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. "Maintenance" excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some "maintenance" work and other work that is not "maintenance," then this section 9.2 applies only to workers performing the "maintenance" work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: \_\_\_\_\_

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: \_\_\_\_\_

d. *Intentionally Omitted*

## 10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnatee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

## 11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type	Limits	Scope
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$2,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)



Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$2,000,000 per claim	

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers

and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

**12.3 Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

**12.4 Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

**12.5 No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**12.6 Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

**12.7 Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

**12.8 Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

**12.9 Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Carmichael Water District

Attn: \_\_\_\_\_

Carmichael Water District, 7837 Fair Oaks Boulevard, Carmichael, CA 95608

E-mail: \_\_\_\_\_

Contractor:

Company: ZANJERO, LLC

Attn: GREG YOUNG

Address: 701 UNIVERSITY AVE SUITE 205 SACRAMENTO CA 95825

E-mail: G.YOUNG@ZANJERO.AMS.COM

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

**12.10 Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

\_\_\_\_\_  
Carmichael Water District:

Dated: \_\_\_\_\_

By: \_\_\_\_\_

*Cathy Lee*  
*General Manager*

**Zanjero, Inc.:**

Dated: 6/23/25

Signed: \_\_\_\_\_

By: \_\_\_\_\_

*Greg Young*  
*Greg Young, PE*

## Attachment A

### 2025 UWMP Scope of Work and Budget

The following scope of work and budget details the tasks Zanjero will undertake to complete and formally submit the 2025 Urban Water Management Plan (UWMP) for Carmichael Water District (CWD). Zanjero will manage this project holistically within available resources to undertake and complete the work necessary to achieve the overarching project objective. Zanjero's understanding of Urban Water Management Plan laws, regulations, and policies is unmatched. We have deep experience in preparing hundreds of Urban Water Management Plans throughout California and supporting UWMP regulatory and policy development within California Department of Water Resources (DWR).

Zanjero's UWMP Project Approach focuses on completing all the legally required information in the UWMP so that the UWMP can be adopted by CWD, submitted to DWR and subsequently obtain DWR approval.

The following describes the tasks Zanjero expects to undertake during the course of the project.

#### Task 1: Review Background Data/Reports

Zanjero will gather all necessary background data and reports that will be needed for the UWMP analysis. In this effort, Zanjero will develop a data request to provide to CWD at the scheduled kickoff meeting. This data request will include all 2024 and 2025 water demand data and any water supply reports like the Water Master Plan, Urban Water Use Objective reports, and water conservation implementation data.

#### Task 2: Prepare Urban Water Management Plan

The UWMP has five essential components: (1) demand projections for a 25 year time period (the law requires 20 year but prudent planners use 25 years) with a legally required water conservation analysis; (2) supply characterization and reliability assessment for the same time period; (3) a sufficiency analysis under various water year types (we prepare for both hydrologic and regulatory droughts) including completing the Reporting Tables required in the DWR submittal; (4) formal adoption at a public hearing (this will be further discussed as part of Task 3: Public Outreach), and (5) submittal into DWR's web-based UWMP reporting portal. Below is a bulleted list of Zanjero's analysis and deliverables for the UWMP components.

*Water Demand and Conservation*

- *Water system and service area description (this will have a separate chapter in UWMP)*
- *Current and future population estimates*
- *Water demand and conservation projections*
  - *Monthly water demand projections (UWMP Guidebook)*
  - *Demand analysis for the Drought Risk Assessment (WC 10635(b))*
  - *Demand analysis for use in the Annual Assessment (WC 10632.1)*
- *System Water Loss Report*
- *Senate Bill x7-7 and Per Capita Water Usage Analysis*
- *Evaluation of historic, current, and projected future water conservation and Demand Management Measures (DMM)*

*Deliverables*

- *Draft description of water system and service area*
- *Draft demand projections by water use sector for normal, dry, five-year dry*
- *Draft demand projections in five-year increments from 2025-2050 (Guidebook)*
- *Draft system water loss report*
- *Draft SBx7-7 compliance report*

*Water Supply Projections*

- *Water supply projections with completed comprehensive water supply table*
- *Potential supplemental water supplies*
- *Recycled water supply (may not be applicable)*
- *Current and future groundwater with GSP assessment*
- *Water Supply Projections in monthly increments (UWMP Guidebook)*
- *Water quality data*
- *Water transfers and exchanges*

*Deliverables*

- *Draft monthly supply projections with water availability and reliability descriptions in normal, single dry, and five-year dry periods (Guidebook)*
- *Draft recycled water supply info*
- *Draft monthly supply projections in five-year increments through at least 2050*
- *Draft evaluation of water quality*

*Water Supply Sufficiency Analysis, Water Shortage Contingency Plan, and Reporting Tables*

- *Water supply projections with completed comprehensive DWR water supply table*
- *Potential supplemental water supplies*
- *Recycled water supply as applicable*
- *Current and future groundwater*
- *Monthly supply versus demand projections in five-year increments through at least 2050*
- *Water quality data*

- *Energy use analysis*
- *Seismic risk analysis*
- *Water transfers and exchanges*
- *Water Shortage Contingency Plan*

#### Deliverables

- *Draft monthly supply versus demand projections with water availability and reliability descriptions in normal, single dry, and five-year dry periods (Guidebook)*
- *Draft recycled water supply info*
- *Draft monthly reliability projections in five-year increments through 2050*
- *Draft evaluation of water quality*
- *Draft energy and seismic risk analysis*
- *Draft Water Shortage Contingency Plan*
- *Prepare DWR Reporting Tables*

#### *UWMP Comprehensive Documents*

- *Administrative Draft 2025-26 UWMP for Project Team Review*
- *Public Review Draft 2025-26 UWMP for publication and public hearing*
- *Final 2025-26 UWMP Document for DWR submittal*
- *Final DWR Tables for Submittal*

### **Task 3: Public Outreach**

Zanjero will conduct public outreach to complete the 2025 UWMP. CWD will hold a public hearing at a noticed Board meeting in late fall or spring of 2026, depending on timing of the public draft availability, to solicit public comments on the Public Draft UWMP. Zanjero will ensure that the public hearing notice meets the statutory requirements. Zanjero will provide access to the UWMP in accordance with normal document dissemination practices (e.g. incorporate a hard copy and link into the formal agenda packet). Zanjero will also provide a brief presentation with a PowerPoint to inform the Board and public on the UWMP's contents and solicit discussion on the findings, as warranted. If comments from the public or the Board are received at the public hearing, Zanjero will provide written responses to those comments as may be warranted and incorporate necessary changes into the final UWMP before submitting it to DWR.

### **Task 4: Project Management/Coordination**

Zanjero excels in project management and will apply its "tried and true" technique to the 2025 UWMP project. Specifically, Zanjero appoints (1) a Project Manager – here, Greg Young – as the primary point of contact for the project and the one who drives the key substantive project components for development of the UWMP, and (2) a Deputy Project Manager – here, Robert Heather – to record and manage every task in the project to ensure the project progresses

efficiently. Greg and Robert will routinely coordinate project activities throughout each week in the Zanjero office and convert these discussions into Project Team tasks and work products for CWD.

## Project Schedule and Project Road Map

Zanjero will prepare a Project Schedule for discussion at the project kickoff meeting as well as a “Project Road Map” and will propose a meeting schedule – preferably one meeting every two weeks – that will ensure the entire team’s activities (both CWD and Zanjero) are on track and on schedule. These bi-monthly meetings will be conducted through Microsoft Teams unless there is a need to meet in-person.

Overall, Zanjero will begin the UWMP effort no later than August 2025, with intent to have a Public Draft for adoption no later than May 2026. Timing of available data, along with timing of CWD Board meetings and public hearing schedules will drive the final schedule. Regardless of whether adoption is earlier than May 2026, the UWMP and necessary DWR UWMP portal data will be fully submitted to DWR before June 30, 2026.

## Compensation

The tasks described above will be completed based on time and materials basis using the rates shown below. Based on adequately available data and timely input and review from CWD, the budget to complete the CWD 2025 UWMP will not exceed \$49,500.

## Hourly Billing Rates and Job Classifications

Title	Rate (\$/hour)
Principal	330
Strategic Advisor	295
Managing Planner/Engineer	270
Senior Planner/Engineer	240
Planner/Engineer	225
Communications Director	270
Senior Communications Specialist	240
Communications Specialist	215
Analyst	155
Administrative	125

- *Mileage will be charged using the IRS mileage rate relevant at the time of the travel. All other direct expenses will be included at cost.*



**Topic:** Award of Professional Services Agreement to ECorp Consulting, Inc. for Initial Environmental Review Related to Future Ranney Collector Well Improvements Project

**Date:** July 9, 2025

**Item For:** Action

---

Submitted By: Greg Norris, Engineering Manager  
Cathy Lee, General Manager

---

## **BACKGROUND**

In 2023, the Layne Christensen Company (Layne) completed a cleaning and inspection of the District's Ranney Collector Wells (RCWs) that supply water to the Bajamont Water Treatment Plant (WTP). The laterals for RCW's, operating since 1959 had sustained some damage over time and were not collecting water as efficiently as they once had. The WTP has increasingly been limited in its ability to produce drinking water by the RCWs and cannot use its entire treatment capacity especially when the American River stream flow is low.

The Layne report recommended adding horizontal collectors to the existing caissons that would improve the RCWs ability to collect and convey water to the WTP. These improvements should help compensate for the lost water collection resulting from the damaged sections and overall RCW age related inefficiencies.

The American River is a very sensitive setting to perform any kind of construction activity. It is used for recreation of many kinds, supports diverse wildlife, and is highly valued by the community surrounding it. The new horizontal collectors would be constructed using directional 'bore and jack' methods that minimize disturbance to the river itself and the surrounding natural park land. Even though disturbance can be minimal, it is unclear at this time the extent of environmental studies and permits that will be necessary prior to planning construction.

## **SUMMARY/DISCUSSION**

To avoid mid-project cost and regulatory surprises, Staff recommends performing a brief review of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA, if federal funding is utilized) and relevant regulations to identify the appropriate type and level of environmental reviews and permits needed to begin project design and construction activity.

Staff asked ECorp Consulting, Inc. (ECorp) to provide a work scope and fee estimate to initiate a preliminary environmental requirements review for this project. The work scope ECorp proposes includes:

- Development of a project description to support environmental related studies and identify required project approvals;
- Perform a reconnaissance-level biological resources field survey of the project area;
- Identify potentially occurring special-status species and develop a Biological Resources Memorandum;
- Prepare a CEQA Exemption form which is now assumed to provide proper CEQA compliance based on initial information; and

- If needed and approved by Staff, perform an optional task including studies to determine appropriate NEPA compliance (should federal funding be desired) and Native American Tribal consultation assistance, preparation of and administrative and agency drafts of categorical exclusion and extraordinary circumstance review form (CEECRF) checklist; and
- Also if needed and approved by Staff, perform an optional permitting task to prepare permits related to aquatic resources, Section 404, Section 401, Section 1600 permit applications.

With the information developed by this review and additional preliminary design work, the proper environmental studies can be identified, priced, and performed to support CEQA and NEPA compliance as well as permitting.

### **FINANCIAL IMPACT**

The proposed fee for this work is \$23,982.00 for the base level project description and CEQA deliverables. Optional tasks were included in the fee estimate that increases the total cost to \$89,387.00 if the District chooses to exercise them. The District's Fiscal Year 2025-2026 Budget (10-011105-04) includes as a Capital Improvement Project a total of \$100,000 for the RWC environmental planning.

At the time of writing, federal funding request for the RCWs Improvement Project was included in the federal Department of Interior/Environmental Protection Agency's FY 26 appropriations bill.

### **RECOMMENDATION**

Staff recommends that the Board authorize the General Manager to 1) execute a Professional Services Agreement with a not-to-exceed cost of \$23,982.00 with a contingency of \$65,405.00 to be authorized by Staff for optional tasks should Federal funding be secured and 2) if the use of contingency funds are approved, authorize the General Manager to execute a contract amendment to increase the contract not-to-exceed amount as needed but by no more than \$65,405.00.

### **ATTACHMENT(S)**

1. Draft Professional Service Agreement with ECorp Consulting, Inc. fee estimate attached.

# ATTACHMENT 1

## Carmichael Water District Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Carmichael Water District, a local government agency ("District"), and ECORP Consulting, Inc., an environmental consultant corporation in California ("Contractor"), who agree as follows:

### 1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

### 2 Payment

2.1 District shall pay to Contractor a fee based on:

☒ Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.

☐ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$23,982 (Twenty-Three Thousand Nine Hundred Eighty-Two Dollars). There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month for review and approval. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

### 3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be

fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

##### *4.2 Intentionally Omitted*

4.3 If the Contractor, or person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District or appears to the District to be incompetent or to act in a disorderly or improper manner, such subcontractor or person shall be removed from the Project immediately on the request of the District, and such subcontractor or person shall not again be employed on the work. Such removal shall not be the basis for any claim for compensation or damages against the District.

#### **5 Conflict of Interest**

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

#### **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to

examination and audit by the California State Auditor for three years following final payment under the Agreement.

## **7 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## **8 Confidentiality of Information**

*Intentionally Omitted*

## **9 Compliance with Laws**

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property (“District Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: \_\_\_\_\_

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds

\$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: \_\_\_\_\_

d. *Intentionally Omitted*

## 10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnatee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

## 11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$2,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	

Professional liability*	\$2,000,000 per claim	
-------------------------	-----------------------	--

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.



12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

12.7 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.8 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.9 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Carmichael Water District  
Attn: Cathy Lee  
Carmichael Water District, 7837 Fair Oaks Boulevard, Carmichael, CA 95608  
E-mail: [cathy@carmichaelwd.org](mailto:cathy@carmichaelwd.org)

Contractor:

ECORP Consulting, Inc.

Attn: Chris Stabenfeldt, AICP  
ECORP Consulting, Inc., 2525 Warren Drive, Rocklin, CA 95677  
E-mail: [cstabenfeldt@ecorpconsulting.com](mailto:cstabenfeldt@ecorpconsulting.com)

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

**12.10 Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

---

Carmichael Water District:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
***Cathy Lee***  
***General Manager***

ECORP Consulting, Inc.:

Dated: 7/11/2025

Signed: 

By: Dave Krolick/Vice President  
***[Name/Title]***

# **EXHIBIT A**



July 9, 2025  
(P25-368)

Cathy Lee, District Manager  
Carmichael Water District  
7837 Fair Oaks Boulevard  
Carmichael, CA 95608

**Subject: Proposal to Provide California Environmental Quality Act/National Environmental Policy Act Services for the Carmichael Water District Ranney Collector Project, located in the City of Rancho Cordova, Sacramento County, California**

Dear Ms. Lee;

ECORP Consulting, Inc. (ECORP) is pleased to provide this proposal for environmental services in support of the Carmichael Water District (CWD or District) Ranney Collector Project (Project). The Project includes existing Ranney Collectors 1, 2 and 3 and involves the phased installation of new underground collectors at each existing raw water intake as shown in Attachment 1. As requested, this scope of work has been developed to address California Environmental Quality Act (CEQA) compliance. However, optional tasks for the National Environmental Policy Act (NEPA) Project compliance and permitting are also included, should they be needed.

## **SCOPE OF WORK**

### **Task 1 – Project Management**

ECORP's Project Manager and key staff will attend a virtual kickoff meeting to go over project characteristics and the proposed approach. The Project Manager will also be available for meetings by conference call with CWD staff as needed. The Project Manager will coordinate with District staff, design engineers and members of the project team to address project issues during the duration of the contract. This task will be used on an as needed basis.

### **Task 2 –Project Description Preparation**

ECORP will work with District staff and their consultants to prepare a comprehensive description of the project and all related activities. The project description will include a discussion of the specific activities to be completed and will identify access routes, construction methods and equipment, and staging areas as appropriate. The project description will include photo documentation of site conditions and regional and vicinity location maps. The project description will also include a discussion of approvals required to implement the Project and BMP's that will be applied to the Project. A draft project description will be provided to CWD for review and comment. ECORP will respond to one round of comments and submit a final project description. Once approved, any substantial changes to the project description may necessitate a contract amendment to address revisions to the project and related technical studies.

### Task 3 – Biological Resources Memorandum

ECORP will conduct a biological resources reconnaissance-level field survey of the Project area, including access roads, staging areas and construction water discharge areas. These areas are mostly previously disturbed and mostly devoid of vegetation due to past routine maintenance activities. ECORP will complete a literature review of available information, such as aerial photography, soil survey mapping, and National Wetland Inventory (NWI) mapping, and will conduct database queries of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS), and U.S. Fish and Wildlife Service (USFWS) online search tools to identify potentially occurring special-status species in the vicinity of the Project. These desktop literature reviews will be included with the field survey results in a Biological Resources Memorandum (Memo).

As part of the biological review, ECORP will also identify the likely required permits and approvals to construct the Project.

#### Task 3 Deliverables:

- ◆ One draft biological resource assessment report for review and approval by CWD. Comments would be incorporated into one final report.

#### Task 3 Assumptions:

- ◆ The scope assumes that the Project boundary will be as shown in Attachment 1, and that no changes to the original Project boundary will occur.
- ◆ The scope assumes the Biological Memorandum will be provided in electronic format and will include one round of revisions.
- ◆ This scope assumes that the Project footprint will be as shown in Attachment 1.
- ◆ This task does not include protocol-level surveys for sensitive species or coordination or consultation with the regulatory agencies.
- ◆ This task does not include an Aquatic Resources Delineation performed to U.S. Army Corps of Engineer standards.
- ◆ This task does not include a Biological Assessment and analysis to support USFWS Section 7 consultation for potential impacts to federally listed threatened or endangered species.

### Task 4 – CEQA Compliance: Categorical Exemption

Using the Project Description developed in Task 2 and proposed technical studies cited above, it is assumed that a statutory or Categorical Exemption (CE) can be prepared. Assuming no significant environmental impacts/constraints are identified that would preclude CE processing, based on initial review it appears the Project qualifies for one or a combination of the following exemptions:

- ◆ 15061(b)(3) – General Rule
- ◆ 15301 – Existing Facilities
- ◆ 15302 – Replacement or Reconstruction

ECORP will research and determine the most appropriate exemptions, then prepare the Exemption Form from Appendix E of the CEQA Guidelines. The exemption will be supported by the Project Description and Biological Resources Memorandum. We have assumed that District staff will file the NOE with the State Clearinghouse and County Clerk and that the District will pay all filing fees due at that time.

## **Task 5 – NEPA Compliance (Optional)**

Should the District decide to pursue federal grant funding, the following scope could be implemented to satisfy EPA NEPA requirements.

The proposed NEPA scope is based on informal project feedback from Environmental Protection Agency (EPA) staff. Based on preliminary communication, there was general agreement that the Project may qualify for a NEPA Categorical Exclusion, although no commitment was made and the final determination would be based on review of federal “cross cutter” issues and results of supporting technical studies, including studies addressing tribal outreach and federally listed species. To determine eligibility for Categorical Exclusion processing, EPA’s *Categorical Exclusion and Extraordinary Circumstances Review Form (CEECRF)* must be completed and submitted with the Project’s grant application. This form includes an environmental checklist that addresses the required federal cross cutter issues. ECORP proposed technical studies and our approach to CEECRF Checklist analysis is presented below.

### **Task 5A: Cultural Resources Inventory (Optional)**

To support the *CEECRF* Checklist, ECORP will conduct a cultural resources inventory of the Project area suitable for use as an attachment to the Checklist (any confidential information would be redacted). The cultural resources inventory will be conducted under the direct supervision of a Registered Professional Archaeologist who meets the Secretary of the Interior’s Professional Qualifications Standards for prehistoric and historic archaeology. This study will be conducted pursuant to compliance with CEQA and Section 106 of the National Historic Preservation Act.

The scope of work for the cultural resources inventory includes a records search of the California Historical Resources Information System (CHRIS) and literature review for the Project Area. ECORP will request a records search of the CHRIS from the North Central Information Center (NCIC) located at California State University-Sonoma. The CHRIS records search will identify the locations and extent of previous surveys conducted within 0.5 mile of the Project Area and will determine if there are any known cultural resources (i.e., pre-contact [prehistoric] or historic archaeological sites or historic-period features) located within or near the Project Area. In addition, the records search will identify resources listed on or determined eligible for listing on the National Register of Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR) located within or near the Project Area.

ECORP will also request a search of the Sacred Lands File from the NAHC. The Sacred Lands File search will identify any known sensitive or sacred Native American resources located within or near the Project Area. It should be noted that the Sacred Lands File search will not constitute consultation in compliance with Senate Bill (SB) 18, Assembly Bill (AB) 52, or Section 106 of the National Historic Preservation Act (NHPA). SB 18, AB 52, and Section 106 consultation are separate processes from cultural resources technical studies and are not included in this scope of work.

ECORP will complete an intensive field survey of the Project Area using pedestrian transect intervals spaced 10 to 15 meters apart, where possible. An ECORP archaeologist will closely examine the Project Area for surface evidence of cultural materials, including pre-contact and historic-period (i.e., over 50 years of age) cultural deposits and features. ECORP assumes no resources will be recorded within the Project Area as a result of the field survey. If any resources are identified in the Project Area, they will be documented and mapped in detail in accordance with the standards of the California Office of Historic Preservation (OHP). ECORP assumes that no archaeological resources will be encountered during the survey.

Based on aerial photographs and other information, the pumping facilities are more than 50 years old, and while they meet the threshold to be evaluated for eligibility for the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR); the Project activities are maintenance related and would not impact the structures. Therefore, we assume that the lead agencies will not require that these structures be evaluated for the NRHP.

ECORP will prepare a cultural resources inventory report that documents the methods and results of the CHRIS records search, Sacred Lands File search, and field survey. The report will include a brief summary of the environmental setting and cultural background of the Project Area, will describe any cultural resources within the Project Area in detail. The report will also present recommendations for further work, if needed. All correspondence with the NAHC will be provided as an attachment to the report. If cultural resources are identified inside the Project Area as part of the inventory, the report will provide brief descriptions only and ECORP will provide a contract amendment proposal to record, map, and evaluate their significance under state and federal law.

#### **Task 5A Deliverables:**

- ◆ Cultural resources inventory report electronic files

#### **Task 5A Schedule:**

- ◆ ECORP will submit the deliverable to the Client within 45 calendar days of the receipt of a notice to proceed and all required data needs. This schedule may be affected and/or delayed by third parties, including the California Historical Resources Information System, or if the data needs specified below are not provided at the time of contract execution. ECORP will strive to provide the deliverable sooner than anticipated, but reserves the right to use the entire timeframe specified herein, subject to the stated assumptions.

In order to submit a deliverable under the schedule provided above, ECORP will require receipt of the following information:

- ◆ Boundary files: the client (or its Agent) will provide an AutoCAD file(s) or ESRI shapefile(s) of the project footprint/impact areas as closed polyline or polygon features. ECORP requests that the AutoCAD or ESRI GIS file(s) be provided in a defined and clearly stated coordinate system, with project footprint/impact areas clearly designated on either single layer, or on multiple layers, with clear direction given to what layers constitute the project footprint and or impact areas.
- ◆ Project description: the project description developed under Task 2 will provide a written description of the project, including a description of the depths of disturbance and type of activity being proposed, to the level of detail known at the time of contract execution.

### **Task 5B: Section 106 Tribal Consultation Assistance (Optional)**

If requested, ECORP will assist the Client in consulting with California Native American tribes under Section 106. At the direction and discretion of the lead agency, ECORP may use this budget to assist in drafting consultation letters, coordinate tribal meetings, maintain the Section 106 administrative record, and provide technical support to the agency in determining whether or not Tribal Resources will be significantly impacted by the project.

This cost estimate is provided on a time and materials, "best efforts" basis as requested by the client. If the consultation requests from the tribes or services requested from the lead agency will require more effort that will exceed the budget provided herein, then a contract change order would be required to complete the scope and Section 106 consultation.

### **Task 5C: Prepare Administrative Draft and Agency Draft CEECRF Checklist (Optional)**

ECORP will produce an Administrative Draft CEECRF Checklist that examines all federal issues required for EPA federal funding including historic preservation, protected and endangered species, wetlands, water resources, floodplains, land ownership, and attainment of federal air quality standards. The Admin Draft CEECRF Checklist will also summarize results of Section 106 Tribal Consultation and any other controversial environmental concerns. The analysis will rely on the Project Description (Task 2), the Biological Resources Memorandum (Task 3), the Cultural Resources Inventory Report (Task 5A), results of Section 106 consultation (Task 5B), and any necessary supplemental desktop internet research and analysis required to address CEECRF questions.

After addressing District comments on the Administrative Draft CEECRF Checklist, an Agency Draft CEECRF Checklist will be prepared and electronically submitted to the District to support a District prepared EPA grant application and proposed NEPA Categorical Exclusion.

### **Task 5C Deliverables:**

- ◆ One Administrative Draft CEECRF Checklist electronic files package with supporting attachments for District review and comment.



- ◆ One Agency Draft CEECRF Checklist electronic files package with supporting attachments for District submittal to EPA.
- ◆ No hard copy documents are proposed.

### **Task 5D: Prepare Agency Final CEECRF Checklist (Optional)**

Following EPA review and receipt of one set of consolidated comments on the Agency Draft CEECRF Checklist, ECORP will prepare the Final CEECRF Checklist, which will include any revisions required as a result of EPA comments on the Agency Draft CEECRF Checklist.

#### **Task 5D Deliverables:**

- ◆ One Final CEECRF Checklist electronic files package with supporting attachments for delivery to EPA.

### **Task 6 – Permitting (Optional)**

While not currently expected, the following optional permitting tasks can be completed should they be deemed necessary based on results of agency consultations.

#### **Task 6A: Aquatic Resources Delineation (Optional)**

An aquatic resources delineation for the Project Site will be conducted in accordance with the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region, Version 2.0 (USACE 2010) and the U.S. Army Corps of Engineers San Francisco District's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (U.S. Army Corps of Engineers 2016), as well as in accordance with the State Water Resources Control Board *State Wetland Definition and Procedures for Discharges of Dredges or Fill Material to Waters of the State* (adopted April 2, 2019). Potential waters of the U.S., including wetlands, will be mapped in the field using a global positioning system (GPS) unit capable of submeter accuracy (e.g., Trimble GeoXT) and/or georectified aerial photography). A report and delineation map of the findings will be submitted to the client and will include a description of existing site conditions, field methods, and potential Waters of the U.S. identified on-site.

The ARD will be conducted under current field conditions. This cost estimate is based upon the assumption that the "routine wetland" delineation methodology is utilized and that site conditions are of relatively unaltered terrain that has not been recently farmed, tilled, irrigated, leveled, denuded, treated with herbicide, or other significant land alteration. If the site has been altered to the extent that "routine" methodology is no longer applicable, a change order agreement can be prepared.

#### **Task 6A Deliverables:**

- ◆ ARD draft report in .doc format for client review stop

#### **Task 6A Assumptions:**

- ◆ Boundary files: the client (or its Agent) will provide an AutoCAD file(s) or ESRI shapefile(s) of the project footprint/impact areas as closed polyline or polygon features. ECORP requests that the AutoCAD or ESRI GIS file(s) be provided in a defined and clearly stated coordinate system, with project footprint/impact areas clearly designated on either single layer, or on multiple layers, with clear direction given to what layers constitute the project footprint and or impact areas.

#### **Task 6B: Section 404 Permitting (Optional)**

Using the information collected in Task 6A, ECORP will prepare a 404 Nationwide Permit application (pre-construction notification) for review by the project team.

#### **Task 6B Deliverables:**

- ◆ Draft 404 Nationwide Permit Application package prepared for client review. No hard copies will be prepared.

#### **Task 6B Assumptions:**

- ◆ It is assumed that the project can obtain a Nationwide Permit and an individual permit or Letter of Permission will not be necessary.

#### **Task 6C: Section 401 Water Quality Certification (Optional)**

ECORP will prepare an application for Water Quality Certification for client review. It is assumed that the application will be subject to the Procedures for Discharges of Dredged and Fill Material to Waters of the State (Procedures), effective as of May 28, 2020. Based on an initial review of Project design, it is anticipated that the Project will require a Tier 2 Alternatives Analysis. Information to support the Tier 2 analysis will be included in the application.

#### **Task 6C Deliverables:**

- ◆ Draft and Final 401 Permit Application package prepared for submittal to the RWQCB. No hard copies will be prepared.

#### **Task 6C Assumptions:**

- ◆ The Project engineer will provide technical design information to support onsite alternatives analysis.
- ◆ A Tier 3 Alternatives Analysis will not be required.
- ◆ Permit application fees to be paid directly by the applicant.

#### **Task 6D: Section 1600 Lake and Streambed Alteration Agreement (Optional)**

ECORP will prepare a notification of Lake or Streambed Alteration and submit a draft to the client for review. The draft will be revised to address District comments and a final electronic version will be prepared for submittal to CDFW for their consideration.

#### Task 6D Deliverables:

- ◆ Draft and Final Notification packages prepared for agency review. No hard copies will be prepared.

#### Task 6D Assumptions:

- ◆ This task assumes a 1602 "standard agreement" with CDFW.

## PROJECT COST ESTIMATE

The cost will be billed on a TIME AND MATERIALS basis. The cost estimates for completing the work are presented in the following table. ECorp reserves the right to flex the budget between and among line items and comparable staff to reflect the actual distribution of effort required. As shown below, the total cost to complete the CEQA only Categorical Exemption process is **\$23,982**. The NEPA Categorical Exclusion optional task can be added for **\$35,905**. Although not expected, regulatory permitting could be required based on agency consultation. Should they be required, optional permitting tasks could total up to **\$29,500**. Thus, the grand total cost estimate for CEQA and NEPA compliance including all potential regulatory permits is **\$89,387**. If regulatory permitting is not required, the combined CEQA and NEPA scopes could be completed for **\$59,887**. A detailed cost breakdown is provided below.

**Table 1 – Cost Estimate**

Activity/Tasks	Costs (\$)
<b>Task 1 – Project Management</b>	<b>\$6,680</b>
<b>Task 2 – Project Description Preparation</b>	<b>\$5,070</b>
<b>Task 3 – Biological Resources Memorandum</b>	<b>\$8,882</b>
<b>Task 4 – CEQA Compliance: Categorical Exemption</b>	<b>\$3,350</b>
<b>CEQA Compliance Subtotal:</b>	<b>\$23,982</b>
<b>Task 5 – NEPA Compliance (Optional)</b>	
Task 5A: Cultural Resources Inventory (Optional)	\$8,766
Task 5B: Section 106 Tribal Consultation Assistance (Optional)	\$3,054
Task 5C: Prepare Admin and Agency Draft CEECRF Checklist (Optional)	\$15,950
Task 5D: Prepare Agency Final CEECRF Checklist (Optional)	\$8,135
<b>Optional NEPA Compliance Subtotal:</b>	<b>\$35,905</b>
<b>Task 6 – Environmental Permitting (Optional)</b>	
Task 6A: Aquatic Resources Delineation (Optional)	\$10,225
Task 6B: 404 Permit Application (Optional)	\$6,425
Task 6C: Section 401 Water Quality Certification (Optional)	\$6,425
Task 6D: Section 1600 Lake and Streambed Alteration Agreement (Optional)	\$6,425
<b>Optional Permitting Subtotal:</b>	<b>\$29,500</b>
<b>TOTAL COST ESTIMATE INCLUDING OPTIONAL TASKS:</b>	<b>\$89,387</b>

## PROJECT SCHEDULE

**Table 2 – Project Schedule**

Tasks	Project Schedule
Task 1 – Project Management	Ongoing
Task 2 – Project Description Preparation	2 Weeks from Notice to Proceed
Task 3 – Biological Resources Memorandum	6 Weeks from PD Approval
Task 4 – CEQA Compliance: Categorical Exemption	1 Week from Approval of Task 3
Task 5 – NEPA Compliance (Optional)	--
Task 5A: Cultural Resources Inventory (Optional)	6 Weeks from NTP
Task 5B: Section 106 Tribal Consultation Assistance (Optional)	6 Weeks from NTP
Task 5C: Draft EPA NEPA CEECRF/Checklist (Optional)	2 Weeks from Approval of Tasks 5A and 5B
Task 5D: Final EPA NEPA CEECRF/Checklist (Optional)	1 Week from Approval of Task 5C
Task 6 – Permitting (Optional)	--
Task 6A: Aquatic Resources Delineation (Optional)	6 weeks from Notice to Proceed, and following Task 3
Task 6B: Section 404 Permitting (Optional)	4 weeks from completion of Task 6A
Task 6C: Section 401 Water Quality Certification (Optional)	4 weeks from completion of Task 6A
Task 6D: Section 1600 Lake and Streambed Alteration Agreement (Optional)	4 weeks from completion of Task 6A
	24 weeks from Notice to Proceed

Thank you for the opportunity to submit this task order. If you have any questions, please call me at (916) 708-7015.

Sincerely,

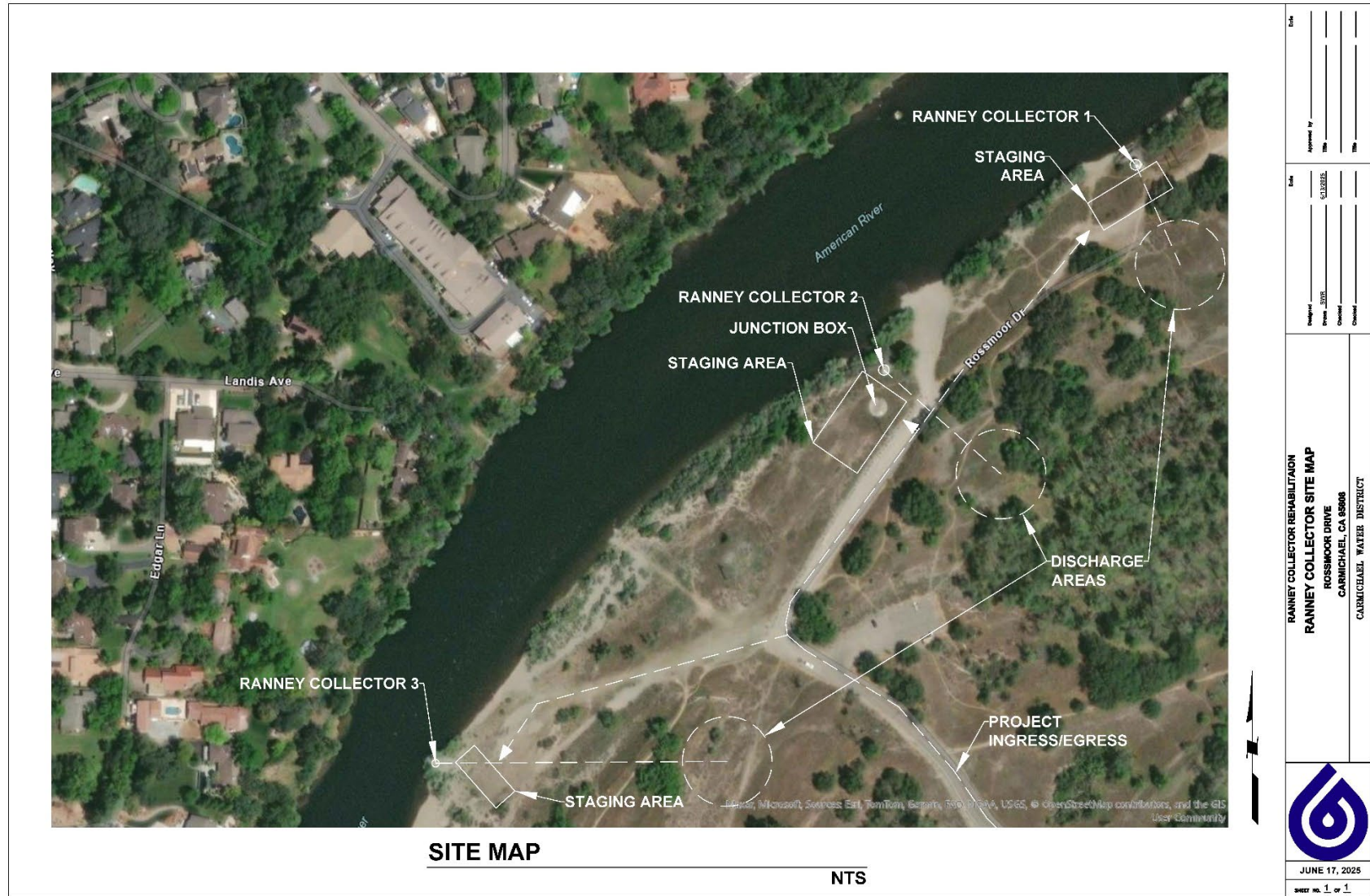
**ECORP Consulting, Inc.**



Chris Stabenfeldt, AICP  
Principal Environmental Planner

Attachments: Site Map

## Attachment 1: Site Map



---

*This page intentionally left blank.*



**Topic:** FY 2025-26 Water Forum Annual Funding Agreement – Interagency Cost Sharing

**Date:** June 8, 2025

**Item For:** Action

Submitted By: Cathy Lee, General Manager

## BACKGROUND

As reported to the Board previously, Water Forum 2.0 negotiation is currently underway with an expected draft agreement language for review and adoption in 2025. Sacramento County informed the Water Forum (WF) in 2022 that the Zone 13 funding contribution will conclude at the end of FY 2024/25. Water Forum will continue to function under the City of Sacramento administratively with funding support from WF Water Caucus signatories whose customers benefit from the WF effort.

The Water Forum brought a diverse group of business and agricultural leaders, citizen groups, environmentalists, water managers, and local governments working together to sign a Memorandum of Understanding in 2000 balancing coequal objectives of the Lower American River:

- Provide a reliable and safe water supply for the region's economic health and planned development through to the year 2030; and
- Preserve the Lower American River's fishery, wildlife, recreational, and aesthetic values.

## SUMMARY/DISCUSSION

Two years ago, Sacramento County notified all Water Forum participants that the County would be phasing out funding for the Water Forum. Previously, funding for unincorporated Sacramento County agencies was derived from assessments through Sacramento County Water Agency's Zone 13. However, since Zone 13 was established 38 years ago without an inflation adjustment, its revenue has remained static while WF's budget has grown annually and other competing projects for the funds. As a result, contributions from Zone 13 towards the WF's work became unsustainable. Zone 13 funds have historically comprised nearly 50% of WF's annual budget. Sacramento County's funding withdrawal compels water agencies in unincorporated Sacramento County, including CWD, to start contributing their share of funding, beginning in FY 25-26.

The funding formula that pro-rates costs is based on a mix of proportional numbers of connections (40% weighting), amounts of American River diversions (40% weighting), and groundwater production (20% weighting) for participating agencies (see the "weighted costs" spreadsheet in Attachment 1). The total allocation to CWD is \$53,445 comprised of \$27,725 in Water Forum Successor Effort (WFSE) and Habitat Management Effort (HME) for \$25,720.

The approach aligns with the current WF Agreement and the new agreement in principle reached during the last five years of negotiations and discussions. The draft Annual Funding Agreement for FY 2025-26 is in Attachment 2 and reflects the agreed-upon funding allocation methodology by the Water Forum members.

## FINANCIAL IMPACT

The Water Forum Annual Funding Agreement for FY 2025-26 is \$53,445 and included in the draft FY 2025-26 Budget document.

**RECOMMENDATION**

Staff recommends that the Board of Directors approve the attached Water Forum Annual Funding Agreement for FY 2025-26 in the amount of \$53,445 and authorize the General Manager to execute the agreement.

**ATTACHMENT(S)**

1. Water Forum Cost Allocation Model
2. Draft Water Forum Annual Funding Agreement for FY 2025-26



## Water Forum Weighted Cost Allocation Model

Data	Weighting	Associated Benefit
Connections	0.40	1,6
American River SW	0.40	2, 4
GW	0.20	3, 5
Total	1.00	

Additional SCWA Reserve Funding	\$150,000	
WFSE Approved Budget	\$1,050,519	Approved by the Plenary
HME Approved Budget	\$922,621	
- SMUD Contributions	\$21,000	Total FY 26 Contributions
- SAFCA Contributions	\$20,000	
- EDWA Contributions	\$15,000	
Total Additional Funding	\$56,000	
WFSE Water Caucus Contributions	\$994,519	Amount to be covered by WC Cost Allocation Model
HME Water Caucus Contributions	\$922,621	

## Key Benefits of the Water Forum

- 1 Environmental Stewardship (Shared commitment to protecting our natural environ
- 2 LAR Support and Protection (Protecting the value and function of the river corric
- 3 Water Supply Reliability (regional investment in ensuring regional water supply: meet current and future regional needs)
- 4 Regional Coordination and Strategy with Reclamation
- 5 Regional Collaboration and Partnership for Projects, Programs, and Funding
- 6 Peace on the River and Assistance in Regulatory Setting

Base %							
Agency	Connections	AR SW	GW	Resulting %	FY 26 Contribution (Based on 5-Year Avg 2019-2023)	WFSE Contribution	HME Contribution
El Dorado Irrigation District	0.07	0.09	0.00	0.07	\$128,452	\$66,634	\$61,817
Placer County Water Agency	0.07	0.07	0.00	0.06	\$109,635	\$56,874	\$52,762
City of Folsom (minus Ashland)	0.04	0.12	0.00	0.06	\$119,623	\$62,054	\$57,568
City of Roseville	0.09	0.19	0.00	0.11	\$212,506	\$110,238	\$102,268
San Juan Water District - Wholesale	0.09	0.21	0.05	0.13	\$106,938	\$55,474	\$51,464
San Juan Water District - Retail*	0.02	0.08	0.00	0.04	\$73,459	\$38,107	\$35,352
Citrus Heights Water District	0.04	0.06	0.02	0.04	\$81,691	\$42,377	\$39,314
Fair Oaks Water District	0.02	0.04	0.03	0.03	\$63,181	\$32,775	\$30,406
Folsom (Ashland)*	0.00	0.01	0.00	0.00	\$6,859	\$3,558	\$3,301
Orange Vale Water District*	0.01	0.02	0.00	0.01	\$26,620	\$13,809	\$12,811
Carmichael Water District	0.02	0.03	0.03	0.03	\$53,445	\$27,725	\$25,720
City of Sacramento	0.25	0.19	0.21	0.22	\$422,537	\$219,192	\$203,345
Sacramento Suburban Water District	0.08	0.06	0.21	0.10	\$187,724	\$97,382	\$90,342
Golden State Water Company	0.03	0.03	0.05	0.03	\$61,706	\$32,010	\$29,696
California American Water	0.11	0.00	0.24	0.09	\$179,501	\$93,116	\$86,385
Sacramento County Water Agency	0.11	0.00	0.21	0.08	\$160,600	\$83,311	\$77,288
East Bay MUD	0.04	0.00	0.00	0.02	\$29,602	\$15,356	\$14,246
Total	1.00	1.00	1.00	1.00	\$1,917,140	\$994,519	\$922,621

\* SJWD will pay the cost share for these agencies

## ATTACHMENT 2

### **Interagency Agreement For Cost-Sharing the Fiscal Year (FY) 2025-2026 Water Forum Successor Effort and Habitat Management Element Budget of the Water Forum**

**THIS AGREEMENT** is made and entered into on July 1, 2025, by and among El Dorado Irrigation District; Placer County Water Agency; City of Folsom (minus Ashland); City of Roseville; San Juan Water District; Citrus Heights Water District; Fair Oaks Water District; Carmichael Water District; Sacramento Suburban Water District; Golden State Water Company; California American Water; Sacramento County Water Agency; Sacramento Area Flood Control Agency and the City of Sacramento (on behalf of the Water Forum).

#### **Recitals**

- A. The parties to this Interagency Agreement (collectively “Parties” and individually “Party”) acknowledge that the Water Forum 2.0 Agreement is not yet signed and a final cost allocation formula has not been agreed upon.
- B. Entering into this Interagency Agreement for FY2025-2026 does not imply that the Parties have agreed to this cost allocation formula on a permanent basis or have approved the entirety of the Water Forum 2.0 Agreement.
- C. The Parties are optimistic that the Water Forum 2.0 Agreement will be signed in the summer of 2025, but will not assume any obligations pursuant to the Water Forum 2.0 Agreement until it is final.

Therefore, the Parties, in consideration of the mutual obligations set forth herein, agree as follows:

#### **Section I.**

**Water Forum Successor Effort Cost-Sharing:** The Parties identified below have each agreed to pay a pro-rata amount of the total costs for funding the Water Forum Successor Effort (WFSE) activities (based upon their number of active water connections and the 5-year average quantities of groundwater production and American River diversions, or a negotiated amount), as set forth below for the period of July 1, 2025, to June 30, 2026.

<b>WFSE (Fund 7103) Cost-Sharing Partners</b>	<b>FY 2025-2026 Cost Share Amounts</b>
El Dorado Irrigation District	<b>66,634</b>
Placer County Water Agency	<b>56,874</b>
City of Folsom (minus Ashland)	<b>62,054</b>
City of Roseville	<b>110,238</b>
San Juan Water District	<b>55,474</b>
Citrus Heights Water District	<b>42,377</b>

<b>WFSE (Fund 7103)</b>	<b>FY 2025-2026</b>
<b>Cost-Sharing Partners</b>	<b>Cost Share Amounts</b>
Fair Oaks Water District	32,775
Carmichael Water District	27,725
City of Sacramento	219,192
Sacramento Suburban Water District	97,382
Golden State Water Company	32,010
California American Water	93,116
Sacramento County Water Agency	83,311
East Bay Municipal Utility District	15,356
Sacramento Area Flood Control Agency	20,000
Sacramento Municipal Utility District	21,000
El Dorado Water Agency	15,000
<b>Total:</b>	<b>1,050,519</b>

**Habitat Management Element Cost-Sharing:** The Parties identified below have each agreed to pay a pro-rata amount of the total costs for funding the Habitat Management Element (HME) activities (based upon their number of active water connections and the 5-year average quantities of groundwater production and American River diversions, or a negotiated amount), as set forth below for the period of July 1, 2025, to June 30, 2026.

<b>HME (Fund 7104)</b>	<b>FY 2025-2026</b>
<b>Cost-Sharing Partners</b>	<b>Cost Share Amounts</b>
El Dorado Irrigation District	61,817
Placer County Water Agency	52,762
City of Folsom (minus Ashland)	57,568
City of Roseville	102,268
San Juan Water District	51,464
Citrus Heights Water District	39,314
Fair Oaks Water District	30,406
Carmichael Water District	25,720
City of Sacramento	203,345
Sacramento Suburban Water District	90,342
Golden State Water Company	29,696
California American Water	86,385
Sacramento County Water Agency	77,288
East Bay Municipal Utility District	14,246
<b>Total:</b>	<b>922,621</b>

**Sacramento County American River Parkway Contribution:** Given the County of Sacramento's long history of stewardship in the American River Parkway (Parkway) and strong partnership with the City of Sacramento on issues related to the Parkway, the County of Sacramento commits to provide

separate funding from the water agencies in the amount of \$150,000 in FY 2025-2026 to be used to build Water Forum's cash reserves and provide operational stability to the Water Forum.

## **Section II.**

**Reimbursement:** The Water Forum shall administer all consultant agreements and other expenses incurred during FY 2025-2026 for the WFSE and HME. The Parties agree to pay the Water Forum for their share of such costs, totaling the amount set forth for each party in Section I, above, within 30 days after receipt of invoices.

The Water Forum will invoice each Party one time at the beginning of each fiscal year for its annual cost allocation. It is understood and agreed that although this Interagency Agreement only pertains to reimbursement for costs incurred during the period from July 1, 2025, to June 30, 2026, the WFSE and HME will extend past June 30, 2026. Any reimbursement of costs incurred by Water Forum after June 30, 2026, would be governed by a new or amended interagency cost-sharing agreement.

## **Section III.**

### **Sacramento Municipal Utility District, El Dorado Water Agency, and East Bay Municipal Utility**

**District:** Sacramento Municipal Utility District (SMUD), El Dorado Water Agency (EDWA), and East Bay Municipal Utility District (EBMUD) have entered into separate agreements with the City of Sacramento (on behalf of the WATER FORUM and the WFSE) to pay their share of the costs identified in Section II, above, up to the amounts set forth for SMUD, EDWA, and EBMUD, respectively, in Section I, above.

## **Section IV.**

**Changes in Terms:** Any changes to the terms of this Interagency Agreement shall be approved by all Parties and shall be effective when reduced to writing and signed by all Parties.

## **Section V.**

**Contingent obligation:** This Interagency Agreement is entered into prior to annual budget adoption by some of the Parties and is subject to funding availability in each Party's approved budget for the applicable fiscal year. In the event that a Party's governing body does not approve sufficient funding to meet the obligations of this Interagency Agreement, the Parties will meet and confer on a revised cost allocation.

## **Section VI.**

**Indemnity:** Each Party shall, to the fullest extent allowed by law, indemnify, hold harmless and defend the other Party or Parties, its officers and employees from any actions, liability, or other expenses (including reasonable attorney fees) for any damages or injury to persons or property, occurring by reason of any negligent or wrongful act or omission by the indemnifying Party, its officers or employees under this Interagency Agreement.

## **Section VII.**

**Independent Contractors:** All contractors employed during any phase of the WFSE and HME are independent contractors. Contractor employees assigned to perform contract work related to the Water Forum are and will remain employees of the contractor and will not be considered employees of any of the Parties for any reason.

DRAFT

## Section VII.

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This Interagency Agreement is executed as follows:

**El Dorado Irrigation District,**

By: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This Interagency Agreement is executed as follows:

**Placer County Water Agency,**

By: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This Interagency Agreement is executed as follows:

**City of Folsom**, a municipal corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: City Manager

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Environmental & Water Resources Director

**APPROVED AS TO FUNDING:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Finance Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: City Attorney

**ATTEST:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: City Clerk



**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**City of Roseville**, a municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: City Attorney

**APPROVED AS TO SUBSTANCE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Environmental Utilities Director

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: City Clerk

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**San Juan Water District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: General Manager

DRAFT

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**Citrus Heights Water District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: General Manager

DRAFT

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**Fair Oaks Water District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: General Manager

DRAFT

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**Carmichael Water District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

DRAFT

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**City of Sacramento**, a municipal corporation

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Deputy City Attorney

**RECOMMENDED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: WATER FORUM Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Department of Utilities Director

**APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Assistant City Manager

For: City Manager

**ATTEST:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Assistant City Clerk

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**Sacramento Suburban Water District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**Golden State Water District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

DRAFT



**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**California American Water**

By: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This Interagency Agreement is executed as follows:

**Sacramento County Water Agency,**

an agency created pursuant to the Sacramento County Water Agency Act

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Director, Department of Water Resources

DRAFT

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement. This agreement is executed as follows:

**Sacramento Area Flood Control Agency**

By: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

---

*This page intentionally left blank.*

**Topic:** Monthly Informational Update for the La Vista Tank and Booster Pump Station  
**Date:** July 10, 2025  
**Item For:** Information

---

Submitted By: Greg Norris, Engineering Manager  
Cathy Lee, General Manager

---

## **BACKGROUND**

The La Vista Tank and Booster Pump Project began construction in June 2021. The contractor was selected to be Koch and Koch Inc. (KKI) through a competitive bidding process. Project work progressed through March 2023, at which time PCB was found on site. The PCB had originated from the existing tank's lining and been spread on site during demolition. Construction stopped while the project site was remediated and did not start back until December 2023. KKI continued construction into April of 2024 at which time they stopped work due to a dispute with the contract.

After many months of negotiations, KKI and the District were able to agree to terms for KKI to return to work and complete the project. A Reinstatement Agreement was executed by the District on February 19, 2025 specifying that the contractor has 458 days to complete the work from that date. In anticipation to KKI returning to work, the District hired Toppel Consulting (Toppel) in January 2025 to perform construction management duties and re-initiated the existing agreement with Kennedy-Jenks (KJ) to perform engineering duties.

## **SUMMARY/DISCUSSION**

Since last month's report, KKI has completed construction of the perimeter walls. The focus since the last report has been construction of the Booster Pump house.

Toppel consulting coordinated four weekly meetings since last month's report, processed RFIs, scheduled special inspections, and tracked progress. See Attachment 1.

There were no change orders for this month.

## **ATTACHMENT(S)**

1. Toppel Consulting Monthly Report.

Carmichael Water District

## PROJECT UPDATE

**Date:** 07/03/25  
**Project:** La Vista Tank Replacement  
**CWD:** Greg Norris  
**Construction Manager:** Adam Boje  
**Project Architect:** Kennedy Jenks  
**Contractor:** Koch & Koch Construction

**Project Start Date:** 09/20/21  
**Project Duration:** 600 cal days  
**Project Completion Date (orig):** 05/12/23  
**Project Completion Date (rev):** 05/23/26 **Date is on Schedule**

**Bid Amount:** \$8,381,907.00  
**Total Contract Amount:** \$8,381,907.00  
**Change Orders Thru CO#36** \$1,915,391.00  
**Revised Contract Amount:** \$10,297,298.00

### CHANGE ORDERS

Approved COR's	Approved Amount	Description
No. 1	\$7,000.00	WDC 04-Ringwall Footing Excavation
No.2	\$19,696.77	Frontage Bond/Tank Removal/Drawings Changes
No.3	\$24,697.60	Fire Hydrant Laterals 3/30/22 Revision RFI 028
No.4	\$7,480.00	CMU Wall Conflict with AT&T Vault Apron RFI 041
No.5	\$25,641.22	RFI 20 Conflict w/service Laterals/Additional 45's @Robertson Tie-in
No.6	\$6,702.88	RFQ 003 Additional 16" BFV
No.7	\$19,591.97	RFI 020 Potholing WDC's 05/06/07
No.8	\$4,311.05	RFI 057 Abandon near Marconi Tie-in
No.9	\$6,038.60	RFI 042 FH Lateral Vertical Clearances
No.10	\$12,909.62	Unsuitable Subgrade Material Marconi Ave SDMH Concrete Thrust Block (@ existing 12" AC Waterline Tee Fitting STA 18+08)
No.11	\$1,378.95	FRI 48 Tank Floor Underside Primer
No.12	(\$10,000)	RFI 11 Wet Subgrade Material
No.13	\$13,712.85	RFQ 005 Vapor Retarder Beneath Chemical Feed Room
No.14	\$1,528.26	Delayed Start Claim (letter from KKI dated May 23,2022)
No.15		RFI 54 SWBD & Generator Load Bank Pads
No.16	\$636.74	RFQ 006 Hypochlorite Feed Pump Discharge Flow Switch
No.17	(\$1,559.80)	FSL-303 Deletion
No.18		Weather Delay Claim
No.19	\$6,397.23	RFQ 004- SMUD & Electrical Changes
No.20	\$3,140.73	RFQ 007 Attic Vents
No.21	(\$2,500.00)	RFI 72 Tank Adhesion Testing and RFI8- Tank Exterior Holiday Testing
No.22	\$3,777.34	RFI 89 Existing Tank Connections

# TOPPEL CONSULTING, INC

<b>No.23</b>	\$26,941.79	WDC-09 Covering of Know PCB Tank Coating & WDC 10 Baker Tank & Pumps Procurement
<b>No.24</b>	\$14,458.50	WDC-09 Covering of Known PCF Tank Coating (Associated costs for Standard Demolition excavator stand-by)
<b>No.25</b>	\$31,049.32	WDC-10 Baker Tank & Pumps Procurement (Additional costs for monitoring site/tanks/pumps)
<b>No.26</b>	\$339,017.03	WDC-11 Existing Tank Off-Hauling
<b>No.27</b>	\$15,711.18	WDC-12 Additional Baker Tank Procurement
<b>No.28</b>	\$6,537.21	WDC-13 Baker Tank Water Disposal
<b>No.29</b>	\$1,466.72	WDC-14 Baker Tank Water Quality Testing
<b>No.30</b>	\$19,039.97	WDC 15 – 21K Gallon Baker Tank Water Disposal
<b>No.31</b>	\$34,767.31	Generator Warranty Preservation Services
<b>No.32A</b>	\$1,391,614.16	Other, Sub Matrl Increases, Anticipated Increases (Reinstatement Agreement)
<b>No.32B</b>	(\$147,000.00)	Credit for Asphalt (Reinstatement Agreement)
<b>No.33</b>	\$3,272.77	COR FI3R1 Redig Electrical Trench
		F.I.2R1 Temp Elec for Cathodic Protection. WorkSmart Automation. Building Pump Station Footing Changes per RFI 122
<b>No. 34</b>	\$18,357.66	
<b>No. 35</b>	\$6,132.07	F.I.1 Work Required for Remobilization
<b>No. 36</b>	\$3443.30	Sewer Line connection changes
<b>Total Approved COR's</b>		\$1,915,391.00

**Change Order Costs Pending,  
or Currently Under Review**

**Submitted Amount**

**Description**

Total COR Costs Pending

Total Submitted Value

**Project Description:**

The proposed work consists of construction of improvements to La Vista Tank and Booster Pump Station site and adjoining access road, but not limited to, demolition of existing water storage tank and pump station, replacement of the existing well pump and piping, and construction of a new 3.0 MG welded steel water storage tank and aboveground booster pump station, standby generator, electrical work, instrumentation and controls, and site improvements including concrete masonry unit wall, site grading, paving, drainage, yard piping, painting, and water transmission mains and storm drain along La Vista Avenue. Project earthwork is unbalanced and requires disposal of unsuitable material and importation of suitable material for engineered fill as set forth in the Contract Drawings and Technical Specifications.

**Project Phase:**

---

Schematic Design Phase	<input type="checkbox"/>	Bidding Phase	<input type="checkbox"/>
Design Development Phase	<input type="checkbox"/>	Construction Phase	<input checked="" type="checkbox"/>
Construction Document Phase	<input type="checkbox"/>	Closeout Phase	<input type="checkbox"/>
		Warranty Phase	<input type="checkbox"/>
		Other	<input type="checkbox"/>

---



La Vista Tank and Booster Pump Station

## PROJECT UPDATE

**Project Status as of:**

**06/30/25**

**Sitework Systems:**

- Booster Pump Station Blockwork completed.
- Truss wall embed plates set.

---

**Outstanding Issues:**

- 1) None This Period

**Current and Anticipated Delays:**

- 1) Fabrication of steel trusses. No impact to the critical path or project end date.

# TOPPEL CONSULTING, INC

Booster Pump Station Commence Blockwork



Booster Pump Station Blockwork



Booster Pump Station Blockwork



Booster Pump Station Blockwork



# TOPPEL CONSULTING, INC

Booster Pump Station Blockwork



Booster Pump Station Embeds



---

*This page intentionally left blank.*

**Topic:** Carmichael Water District Standard Specifications and Details Revisions

**Date:** July 10, 2025

**Item For:** Information

---

Submitted By: Greg Norris, Engineering Manager

---

## **BACKGROUND**

Carmichael Water District (CWD) has standards and specifications (specs) that are provided to the public through our website or upon request from consultants, contractors, and customers. The standards, specs are written descriptions and drawings of District requirements, and can be applied to any construction project in which District facilities are included or impacted, such as water mainlines, control valves, or service lines.

## **SUMMARY/DISCUSSION**

CWD specs are continuously updated to reflect operational changes or new processes and material types that are preferred or used by the District. Also, minor grammatical corrections throughout the text and revisions to a few of the drawing details are required for clarity.

The proposed changes or edits are itemized in the Revision Log (Attachment 1) and are shown in Attachment 2 and 3.

## **FINANCIAL IMPACT**

There are no financial impacts for this item.

## **RECOMMENDATION**

Staff recommends that the Board of Directors review the proposed changes and edits, and include them, along with any additional edits from public comment, on the agenda for approval at the Board's Regular August meeting.

## **ATTACHMENT(S)**

1. Revisions Log
2. Revised CWD Standard Specifications
3. Revised CWD Standard Details.

# ATTACHMENT 1

## **CWD Construction Improvement Standards Revisions Log**

**v.7.2025**

### **Changes to CWD Construction Standards**

**7/3/2025**

- Remove mentioning of ¾" and 1-1/2" system side water pipes specs from the standards as we will only offer 1" (residential) and 2" or greater (commercial). CWD will continue to offer ¾" and 1.5" service meters, but the system side water pipes may be over sized to the largest whole integer diameter.
- Section 2.2 title changed from "Contractor's Responsibility" to "Approved Contractors for Constructing Public Water Assets". Subsections of this section also changed to list out specific requirements that the contractor must meet in order to perform construction on CWD facilities.
- All remaining Sections in Section 2 increased by 0.1 (shifted due to new Section 2.2).
- Section 2.6 "Contractor" shall guarantee and warrant all work, not "Developer"
- Section 2.7 title changed from "Dedicated Easement" to "District Water Line Easements" – section revised to widen the District easement on private property from 10 feet to 20 feet and further delineate where the CWD easement shall be located within the property.
- Updated the water meter box and lid types table in section 3.10.C.1. For meter boxes in landscaped areas we specify a standard concrete box and lid, and for driveways, sidewalks and commercial parking lot locations we specify a polymer concrete tier 22 (traffic rated) box and lid.
- Section 3.10.K revised to redefine service connection requirements for backflow prevention based on lot size.
- Section 3.11 revised to require abandoned services lines to be removed from within 3 feet of the water main.
- Section 3.12.D Fire hydrants located on private property shall be painted red .
- Section 3.12.E Permanent dead-end lines shall have a blow-off hydrant at the end.
- Section 3.13 Testing Procedures revised.
- Section 4.17 requirements for Restraints revised.
- Fixed grammatical errors that were found.

### **Changes to CWD Standard Details**

- Detail W-12: The hydrant bury is extended 2" maximum passed the concrete pad, and the check valve has been further specified to be Hydrant Guard (or equal). Materials note 4 revised to call out Hydrant Guard. Materials note 5 revised to call out breakaway bolts. Materials note 10 revised to remove the term "hold bury" from concrete pad description.
- Detail W-21: Before this update was for Typical Service Saddle Installation for 2" or greater service connection, 1" service connection, or ARV tap into the water main. District staff has decided that the service saddle detail can be combined with the service line or ARV assembly (utility box) detail.



- Detail W-21: Detail W-22 for service/meter box was combined with the service saddle detail (for 1" tap) to now be a 1" SERVICE CONNECTION detail, showing the service saddle and meter box installation requirements in one detail.
- Detail W-22: Is now going to be 2" SERVICE CONNECTION detail, which has a different tap configuration into the water main. The tap is made at a 90-degree angle rather than 45 degree (1" tap) and a 2" gate valve, riser, and valve box is installed at the main (in street) for shutoff access.
- New Detail W-21 and W-22 changes to the meter box requirements include a gate valve on the customer side of the meter, and a brass nipple going out of the box on the customer side for the connection of the customer side water line.
- Detail W-23: Removed Materials note 7 for the concrete support pad under the backflow device lateral piping. Added a callout note indicating brass elbow and a callout indicating brass pipe connecting the meter to the backflow device piping. Removed "3/4" and 1-1/2" Service Line (sizes) from the detail title.
- Detail W-16 ARV Assembly: Detail revised to include the saddle tap into the water main. Added a structural channel support to assembly detail for the ARV, adjusted the fittings and connections for brass to copper and copper to brass configurations. Added a 2" gate valve, riser, and valve box for shut off access at the main. Removed ball valve shutoff that was inside the ARV box before.
- **Detail W-2a and W-2b for Trench Sections and Backfill will be removed and a combined "W-2" detail has been created to include all information/trench conditions in one detail.**

## **Changes made to version: v.5.2021**

### **v.4.2024**

## **Changes to CWD Construction Standards**

**4/16/2024**

- Table of Contents: Standard Details: Removed Dry Barrel (Fire Hydrant) from Detail W-12 name.
- Table of Contents: Standard Details: Removed Detail W-6b (no longer used) and changed Detail W-6a name to W-6.
- Table of Contents: Added Section 2.4 Performance of Work and Character of Worker.
- Section 2.2 C.: Changed plan sheet size to "full-sized sheets (ANSI D – 22" X 34")."
- Section 2.3 B.: Deleted "Mylar Record Drawings" (no longer required).
- Added Section 2.4 Performance of Work and Character of Worker to Section 2: Contractor's and Developer's Responsibilities.
- Section 3.4 H. 1. a.: Changed "pneumatic" type "(Wacker)" to "jumping jack rammer."
- Section 3.7: G. 1. & Section 4.4: Changed Ductile Iron Pipe specification from "Class 52" to "Pressure Class 350" (current AWWA standard).
- Section 3.7 I.: Removed reference to Detail W-6b for thrust blocks and revised to refer "to specification 4.17."
- Section 3.7 N.: Removed "service lines" from location wire requirement.

- Section 3.8 2.: Changed minimum soil cover from 48 inches to 42 inches and added that boring log is to be submitted “to County.”
- Section 3.10 A. Water Meters: Updated ¾” to 2” meter type to Neptune T-10 meter CF R900i E-CODER register. Updated 3” and larger meter type to Neptune Tru-Flo meter CF R900i E-CODER register. Updated Irrigation meters type to Neptune High Performance Turbine CF R900i E-CODER register. Updated Fire Service Rated meter type to Neptune Protectus III Fire Service meter CF R900i E-CODER register
- Section 3.10 C. 1.: Removed concrete polymer lid as an option for water meter box lid type (all lids must be steel going forward).
- Section 3.10 F. & Section 4.21: Added “copper pipe” as another option besides brass, for acceptable water service line material types. Added “MIP x FIP” (male iron pipe thread by female iron pipe thread) to 1” and 2” corporation stop type.
- Section 3.10 J.: Removed residential service connections from specification. Added a new specification (K.) for Residential service connection fire sprinkler system requirements.
- Section 3.12 C.: Removed this section, which was a dry barrel fire hydrant specification.
- Edited Sections 4.8 and 4.10 to remove “dry barrel”. Changed Section 4.10 to include instruction on installation of hydrant bury extensions to wet barrel fire hydrants.
- Section 4.8 Hydrants: Changed the hydrant material from “bronze” to “Clow 960 or equal.”
- Changed Section 4.11 B. Nuts and Bolts to remove “breakaway bolts” which are only used with dry barrel fire hydrants.
- Section 4.17 Restraints: Changed the diameter requirements for Field Lock Gaskets from 12 to 24 inches. Added restraint requirement of three (3) pipe lengths prior to a Tee, 90° elbow, and 45° elbow fitting. Revised thrust block requirements to be required at all Tees, 90° elbows, and Dead-ends.
- Section 4.19 Riser Stock: Changed riser stock diameter from 6 to 8 inches.
- Section 4.21 C. Corporation Stops: Changed corporation stop description from “compression” to “male iron pipe by female iron pipe thread (MIP x FIP).”
- Section 4.21 F. Service Saddles: Changed saddle size from 12 to 24 inches.
- Combined Section 4.26 Location Wire Connectors into Section 4.25 Location Wire.
- Section 4.27 A. Butterfly Valves: Changed Butterfly Valve minimum diameter from 14 to 10 inches.
- Section 4.27 B. Gate Valves: Changed “sizes 3” to 12”” to “sizes 3” to 8””.
- Corrected grammatical errors and made small changes in verbiage throughout the specifications.

## **Changes to CWD Standard Details**

- Detail W-4: Redrew the mechanical joints on the pipe fittings. Revised Note 1. to reference the CWD Construction Improvement Standards.
- Detail W-6a: Changed detail name to W-6 (since W-6b has been archived). Removed “Case ‘C’” as it is no longer used. Changed Note 7. from referencing Detail W-6b to refer to the Construction Improvement Standards instead.
- Detail W-6b: Has been archived as it is out of date and no longer useful.



- Detail W-9: Revised note referencing Detail W-6b. Added note (9.) for exception to thrust block requirement for service laterals tapping into mainlines.
  - Detail W-12: Fire Hydrant Assembly Wet Barrel: Removed “Dry Barrel” from detail name and edited Note 3 regarding valve placement. Added “Clow 960 or Equal – yellow” to fire hydrant material type. Added Note 6. to advise that bollards are only required per District discretion.
  - Detail W-15: 2” Blow-off Assembly: Edited detail notes regarding material types to be used. Changed utility box size from B12 to B16 in the detail note. Changed detail note for thrust block to refer to Detail W-6 “for Dead-end.”
  - Detail W-16: 1” & 2” Air Release Valve Assembly: Redrew the utility box to match Placer Water Works Inc. utility box type which includes an air vent enclosure. Edited detail notes regarding material types to match new standards.
  - Detail W-21: Typical Service Saddle Installation: Changed material 1. from “Class 52” to “Pressure Class 350” Ductile Iron Pipe. Removed “Services with continuous copper pipe” from Note 2.
  - Detail W-22: 3/4”, 1”, 1-1/2”, & 2” Service Line: Changed detail notes regarding utility box locations and material types. Removed location wire from detail.
  - Detail W-23: 3/4”, 1”, 1-1/2”, & 2” Service Line with RP Style Backflow: Changed detail notes for utility box location and backfill material type.
  - Detail W-2a: There is a note in this detail for a Sacramento County requirement for grinding pavement at the trench edge down 1 ½”, and the County plans on changing the requirement to 2” in the near future. At the time when the requirement is changed CWD will update this detail to read 2” per the requirement.
  - Future Detail: Abandonment of Service Lines – we have a detail for abandonment of main lines but not one for service lines.
-

## ATTACHMENT 2

### Revision History

---

<u>Revision Date</u>	<u>Details &amp; Descriptions</u>
21 January 2003 Resolution 01212003-2	Adopted
1 January 2010	Amended
18 May 2021	Amended
16 April 2024	Finalized Draft by Staff and Adopted by the Board of Directors at regular board meeting on April 16, 2024.
21 July 2025	Proposed Revision Presented to Board of Directors at regular board meeting on July 21, 2025

# Table of Contents

---

<i>Standard Details.....</i>	<i>iii</i>
<b>Section 1: Purpose and Definitions .....</b>	<b>1</b>
1.1 Purpose .....	1
1.2 Order of Precedence .....	1
1.3 Periodic Updates and Modifications .....	1
1.4 Definitions .....	2
<b>Section 2: Contractor's and Developer's Responsibilities .....</b>	<b>4</b>
2.1 General .....	4
2.2 Approved Contractors for Constructing Public Water Assets .....	4
2.3 Contractor's Responsibility .....	5
2.4 Developer's Responsibility .....	7
2.5 Performance of Work and Character of Worker .....	7
2.6 Guarantee and Warranty .....	7
2.7 District Water Line Easements .....	8
2.8 Surveying Standards and Electronic Document Submittal .....	9
2.9 Record Drawings .....	9
<b>Section 3: Water Supply System Construction .....</b>	<b>11</b>
3.1 General .....	11
3.2 Construction Staking .....	11
3.3 Earthwork .....	11
3.4 Trenches and Backfill .....	12
3.5 Dewatering .....	13
3.6 Concrete Cradles, Arches & Encasements .....	14
3.7 Water Main Installation .....	14
3.8 Borings for Installation of Water Lines .....	16
3.9 Connection to Existing Facilities .....	17
3.10 Service and Meter Installation .....	19
3.11 Services Abandonment .....	22
3.12 Appurtenances Installation .....	22
3.13 Testing Procedures .....	23
3.14 Repairing Installed Improvements .....	25
3.15 Punchlist Process .....	25
<b>Section 4: Materials .....</b>	<b>27</b>
4.1 Equal .....	27
4.2 Unapproved Materials .....	27
4.3 Appurtenances .....	27
4.4 Ductile Iron Pipe .....	28

## Table of Contents (cont'd)

---

4.5	Fittings.....	28
4.6	Freeze Protection for Backflow Assemblies .....	28
4.7	Gaskets – Insulating Type.....	29
4.8	Hydrants .....	29
4.9	Hydrant Bury .....	29
4.10	Hydrant Bury Extensions.....	29
4.11	Nuts and Bolts .....	29
4.12	Nylon Bushings .....	29
4.13	Patching Material.....	29
4.14	Polyethylene Encasement.....	29
4.15	Polyvinyl Chloride (PVC) Pressure Pipe .....	30
4.16	Pressure Regulators.....	30
4.17	Restraints .....	30
4.18	Riser Aligners .....	30
4.19	Riser Stock .....	30
4.20	Sampling Stations .....	31
4.21	Services .....	31
4.22	Service Boxes and Lids.....	32
4.23	Meter Setter .....	32
4.24	Water Meter.....	32
4.25	Location Wire .....	32
4.26	Location Wire Mastic Tape Seal.....	32
4.27	Valves .....	32
4.28	Valve Boxes .....	33
4.29	Water Pipe Marking Tape.....	33

## Standard Details

---

<u>Title</u>	<u>Detail Number</u>
General Notes	W-1
Trench Sections in Improved Areas	W-2a
Water Main Trench, Backfill and Notes	W-2b
Controlled Low-Strength Material for Special Conditions	W-3
Utility Crossing	W-4
Typical Water Main Abandonment	W-5
Thrust Block and Anchor Details	W-6
Locating Wire Typical Layout	W-7
Locating Wire Splice	W-8
Tapping Saddle Tie-in Connections to Existing Facilities	W-9
Tie-in Connections to Existing Facilities with Tee Connection	W-10
Typical Gate Valve & Box Installation	W-11
Fire Hydrant Assembly Wet Barrel	W-12
4" Diameter Steel Bollard Removable	W-13
4" Diameter Steel Bollard	W-14
2" Blow-Off Assembly	W-15
1" & 2" Air Release Valve Assembly	W-16
Backflow Manifold Schematic & Backflow Device	W-17
General Notes	
Fire Protection Assembly (Reduced Pressure Detector Check)	W-18
On-Site Fire Protection	W-19
Water Service Box Location	W-20
Standard 1" Service Connection	W-21
Standard 2" Service Connection	W-22
1" & 2" Service Line with RP Style Backflow	W-23
Service Line 3" and Larger	W-24

## **Section 1: Purpose and Definitions**

---

### **1.1 Purpose**

The purpose of these Construction Improvement Standards is to provide minimum standards to guide the design and construction of water system improvements within Carmichael Water District that are to be dedicated to the public and accepted by Carmichael Water District (District) for maintenance or operation. These Construction Improvement Standards shall apply to regulate and guide construction of water supply facilities and related public improvements within the jurisdiction of the District.

### **1.2 Order of Precedence**

These Construction Improvement Standards do not prescribe methods or means; these are the responsibility of the project proponent. All work shall comply with these Construction Improvement Standards and as directed by the District through the plan check and approval process. The following order of precedence shall apply should conflicts arise between these Construction Improvement Standards and other project documents:

Project Specific Conditions of Approval by the Carmichael Water District shall take precedence over these Construction Improvement Standards. These Construction Improvement Standards shall take precedence over all other documents for materials, installation, testing and approval of facilities to be dedicated to the Carmichael Water District. All other public works shall comply with the standards of the local permitting jurisdiction.

### **1.3 Periodic Updates and Modifications**

The District will periodically review and make amendments and changes to these standards to produce an updated Construction Improvement Standard document superseding the prior document for all work approved by the District subsequent to the date of the updated standards. The District will review the standards for possible updating at least once every five (5) years.

The District may from time to time update or otherwise modify these standards to address specific changes not resulting from the periodic review process and at that time shall make available a supplemental standards sheet describing all such updates and modifications.

It is the user's responsibility to confirm with the District that they are using the current standards subject to all updates and modifications prior to proceeding with a design submittal or application to the District for plan check and review. Failure to obtain and use the current standards may result in the rejection of a submittal and necessitate resubmittal at additional cost to the applicant.

## **1.4 Definitions**

Whenever the following terms or titles are used in these specifications, or in any document or instrument where these specifications govern, the intent and meaning shall be as herein defined:

- A. Acceptance – Formal action through District Policy accepting dedication of completed facilities.
- B. Applicant – Shall mean the same as the Developer or their consulting engineer working on their behalf.
- C. Approved Plans – Shall mean all plans prepared for construction of improvements, reviewed, approved, and signed by the Carmichael Water District.
- D. AWWA – Shall mean the American Water Works Association. All references to the specifications of the AWWA are understood to refer to the current specifications as revised or amended at the date of construction.
- E. Board – The Board of Directors of the Carmichael Water District.
- F. Cal/OSHA – Shall mean the California Occupational Safety and Health Regulations. All references to the regulations of the Cal/OSHA are understood to refer to the current regulations as revised or amended at the date of construction.
- G. Connection Fee – Shall mean the fees as described in the latest adopted District resolution or resolutions establishing, amending, or setting forth the required District construction charges, connection fees, tap fees, facilities fees, and other costs for establishing water service for new development and/or reconnection of existing developed parcels.
- H. Construction Standard Details – Shall mean the standard construction drawings as set forth in these Construction Improvement Standards and included herein, approved by the District Representative and as amended.
- I. Consulting Engineer – Shall mean any person or persons, firm, partnerships or corporation legally authorized to practice civil, mechanical, geotechnical, electrical engineering, or other engineering discipline in the State of California who prepares or submits improvement plans and specifications to the Carmichael Water District for approval.
- J. Contractor – Shall mean any person or persons, firm, partnerships, corporation or combination thereof, licensed to perform the type of work involved, who has entered into a contract with any person, corporation or company, or their legal representatives, for the construction of any improvements, or portions of any improvements, within the Carmichael Water District.
- K. County – Shall mean the County of Sacramento, State of California.

- L. Developer – Shall mean any persons, firm, partnership, corporation, or combination thereof, financially responsible for the work involved.
- M. Development – Shall mean the act or process of any construction or improvements to public or private properties.
- N. District – Shall mean the Carmichael Water District, its officers, authorized employees and agents.
- O. District Representative – Shall mean the District's General Manager or authorized representative acting as Carmichael Water District Representative.
- P. Improvement Plans – Shall mean all engineered plans depicting the proposed facilities submitted for Carmichael Water District review.
- Q. Laboratory – Shall mean any testing agency or testing firm, which has been approved by the District.
- R. Notice of Completion – Shall mean the District executed formal acceptance of the constructed improvements by the Carmichael Water District after which time the District assumes the duty of maintenance and operation, except for the Contractor's obligations under the maintenance warranty period.
- S. Potable Water – Shall mean water suitable for human consumption and complying with the requirements of the State of California's State Drinking Water Standards.
- T. Record Drawings – A clean set of project drawings used only to show the final as-built facilities, including all revisions to the original plans, depth of all utilities crossed, all field modifications, and other pertinent information as directed by the District.
- U. Relative Compaction –The in place compacted soil density as measured by accepted field or laboratory practices divided by the theoretical maximum dry density, as determined by accepted laboratory practices, expressed as a percentage.
- V. Soils Report – Shall mean a report as prepared by any person or persons, firm, partnership, or corporation legally licensed to prepare "Soils Reports" in the State of California.
- W. State – As used in State of California Department of Transportation Standard Specifications, shall mean the Carmichael Water District.



## **Section 2: Contractor's and Developer's Responsibilities**

---

### **2.1 General**

All improvements for acceptance by the Carmichael Water District (District) shall be installed in accordance with the approved improvement plans and specifications, the Carmichael Water District Construction Improvement Standards, and the Sacramento County Improvement Standards. The Contractor shall follow all applicable City, County, State and Federal laws and regulations relating to construction of the improvements.

### **2.2 Approved Contractors for Constructing Public Water Assets**

Any Contractor that modifies, repairs, or installs public or District-owned water assets must be approved by the District before construction may begin. Work performed by a non-approved Contractor which modified, repaired, or installed public water assets may be required to remove or replace those assets at the Developer's expense. Contractor may apply for approval by the District by submitting a "letter of request for approval" to the District with the following information:

- A. Name(s) of Contractor and Owner(s) of Contractor
- B. Contact Information and Mailing Address of Contractor
- C. Expected Work to Perform – Contractors should outline the work they expect to be performing and requesting approval for.
- D. Licenses, General Liability, Insurance Information – Contractors may be required to demonstrate an adequate contractor or plumbing license, property and personal injury insurance coverage, and other insurance requires as necessary for the work expected to be performed.
- E. Year(s) in Business – Contractors may be required to demonstrate at least 5 years of active business.
- F. List of Employed Drinking Water Treatment and Distribution System Operators – Operators must be certified by the California State Water Resources Control Board (SWRCB) Operator Certification Program and be in good standing with the program. Depending on the expected work to perform, Contractors may be required to employ a minimum of one person with at least a D2-grade drinking water distribution operator.

Address the letter to Carmichael Water District at 7837 Fair Oaks Blvd., Carmichael CA 95608, ATTN: General Manager. District staff may request additional information during their processing and review. District staff will approve or deny the "letter of request for approval" within 60 days of receipt of the request.

## **2.3 Contractor's Responsibility**

It shall be the Contractor's responsibility for:

- A. Plan Check & Review Schedule and Fee Schedule – Read and conform to the necessary submittal requirements and approval conditions per the District's specification and schedules.
- B. Plans – Perform construction per the signed and approved plans by Carmichael Water District. Any additions, deletions, or changes to the approved plans shall be submitted to the District for review and approval prior to construction. Failure to obtain approval may result in delay or rejection of a District Notice of Completion.
- C. Plan Sheet Scale Requirements – The initial submittal to the District shall be prepared on full-sized sheets (ANSI D - 22" x 34"). Scales permitted are: 1" = 20', 40', or 50', and vertical 1" = 2', 4', or 5'.
- D. Permits – Obtain and comply with all required permits for the conduct of the work. This shall include, but not be limited to, the following
  - 1. Sacramento County permits and approvals for encroachment, traffic control, and use of County facilities during the conduct of the work.
  - 2. Cal/OSHA trenching, tunneling, safety and special permits
  - 3. State of California Agency Permits
    - a) Regional Water Quality Control Board,
    - b) NPDES permits
    - c) Department of Fish and Game
    - d) State Lands
    - e) Department of Water Resources
    - f) Reclamation Board
  - 4. Sacramento Metropolitan Air Resources Control Board permits
  - 5. American River Flood Control District
  - 6. Army Corp of Engineers
- E. Notification – the Contractor shall schedule a preconstruction meeting with the District. The meeting shall take place a minimum of 48 hours prior to the start of construction. The Contractor shall provide a minimum 2 working day advance notice to the District as the proposed time and date of the preconstruction meeting. Fees and plans must be paid and approved prior to scheduling a preconstruction meeting.
- F. Notification Prior to Digging – Contractor shall call Underground Service Alert (USA) a minimum of 48 hours prior to starting any excavation. Contractor shall identify the proposed work using white paint to indicate areas for utility pre-marking by USA. Any areas not clearly identified for USA pre-marking shall not be excavated until additional pre-marking is completed. The Contractor will be responsible for any damage resulting from excavation in unmarked areas. The Contractor or Applicant who requested the USA markings shall be responsible for the removal of the USA markings upon completion of the work.

- G. Testing – Contractor is responsible for all testing unless specifically identified otherwise in these Construction Improvement Standards or the conditions of approval of the plans. Constructed utilities shall be tested in accordance with these Construction Improvement Standards. Testing shall be witnessed and reviewed by the District. Testing of backflow assembly shall be conducted by Carmichael Water District.
- H. Hazardous Materials – Should construction operations uncover hazardous materials, or materials which the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class 1, Class II, or Class III disposal site in accordance with provisions of existing law, the Sacramento Metro Fire Department should be contacted immediately, the Owner Notified, and Carmichael Water District provided a description of the materials discovered. No water facilities shall be installed in any location suspected to include a hazardous material or waste.
- I. Working Hours – Working Hours shall be in accordance with applicable County of Sacramento noise ordinances.
- Normal working hours for services to be provided by the District are 8:00 a.m. to 4:00 p.m. on Monday through Friday (Subject to seasonal changes). Inspections or other services made by the District, requested by or made necessary as a result of the actions of the Developer, or Contractor, outside of these hours, or on Saturdays, Sundays, or holidays must be scheduled and approved by the District, and paid for by the Applicant in advance, at the District Fee Schedule.
- There may be additional limitations placed on working hours specified in the project's approved plans, conditions of approval, special provisions, or encroachment permit.
- J. Traffic Control – A traffic control plan shall be submitted whenever required by the County of Sacramento Public Works Agency, Division of Transportation (Department of Transportation). The County of Sacramento has jurisdiction regarding traffic control. Permits and Traffic Control Plans must be approved by the County of Sacramento prior to any work being performed.
- K. Preservation of Existing District Facilities – The Contractor shall take extreme care to protect existing District facilities at the site and adjacent improvements from damage. The Contractor shall be responsible for all damage resulting from the construction and shall repair or make replacement at the Contractor's own expense to the satisfaction of the District.
- L. Personnel – Only personnel competent in the particular trade undertaken shall be employed for the construction work.
- M. Weather – Construction work shall not commence or progress when the weather jeopardizes a safe working environment or the quality of the project in any manner.

- N. Trenching – Contractor shall comply with all Cal/OSHA safety orders. Copies of Cal/OSHA specifications shall be made available at the job-site.
- O. Street Cleaning – Where dirt or mud is tracked onto public street pavement, the Contractor shall clean the streets daily, or as directed by the County Inspector.
- P. Interruption of Parking Areas – Parking interruption within public right-of-ways shall be approved by the County of Sacramento.
- Q. Construction Safety – Construction safety within the District shall be governed by the Construction Safety Orders of the Occupational Safety and Health Standards of Title 8 of the California Code of Regulations and any amendments. It is the Contractor's responsibility to enforce and maintain a safe working environment.

## **2.4 Developer's Responsibility**

It shall be the Developer's responsibility for:

- A. Inspection Costs – Developer shall pay the District inspection costs.
- B. Record Drawings – One hard copy set of drawings, and one electronic copy of the design documents are to be submitted to District within two weeks of completion of the improvements and are required prior to scheduling for Notice of Completion proceedings.
- C. Recorded Easement(s) – Provide copies of recorded easements to the District. Receipt of recorded easement documents shall be required prior to signing of plans and shall be a condition of filing a Notice of Completion accepting the work.

## **2.5 Performance of Work and Character of Worker**

If any Contractor or subcontractor, or person employed by Developer fails or refuses to carry out the directions and requirements of the Carmichael Water District standards or appears to the District to be incompetent or to act in a disorderly or improper manner, such person or persons shall be removed from the Project immediately on the request of the District, and such person or persons shall not again be employed on the work. Such removal shall not be the basis for any claim for compensation or damages against the District.

## **2.6 Guarantee and Warranty**

The Developer shall guarantee and warrant all materials supplied as being fit for the purposes intended. The Developer shall guarantee and warrant all work performed as having been accomplished in a proper and workmanlike manner.

Should any failure of work occur within the warranty period, the Contractor shall promptly make the needed repairs at the Contractor's own expense. Should such failure of work result in excessive maintenance by the District, or in the opinion of the District, the failure is best left

unrepaired, the Contractor shall incur the additional maintenance cost. The cost shall be equal to the annual maintenance cost divided by the current prime rate.

Should the Contractor not make or undertake the necessary repairs within 30 days of having received written notification from the District Representative, the District may make the repairs and the Contractor shall pay the entire cost thereof. In emergency cases, where in the opinion of the District Representative (provided a reasonable attempt has been made to notify the Contractor) delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made without prior notice to the Contractor and the Contractor shall pay the entire cost thereof.

The procedures for review, repair and release of guarantee and warranty obligations shall be as follows:

- A. Improvements – The guarantee and warranty shall continue for a period of one year from the date on the signed Letter of Acceptance. The following procedures shall be followed for completion of the guarantee and warranty requirements for Improvements:
  - 1. The District shall complete a guarantee and warranty inspection approximately 30 days prior to the expiration of the guarantee and warranty period. The District will then prepare and deliver a final punch list to the Contractor.
  - 2. Within 30 days of receipt of the final punch list (during the eleventh month of the warranty period), the Contractor shall repair or address all deficiencies indicated. The District shall be notified for re-inspection of repairs during this period. Within 30 days of notifying the Contractor (by the end of the eleventh month), the District shall re-inspect the repaired improvements. Upon the District's approval of the repairs, the maintenance bond will be allowed to expire, at the conclusion of one year following the Certificate of Completion. If the Contractor does not complete the required work by the end of the eleventh month, the list of repairs will be referred to the District Attorney's office for further management.

## **2.7 District Water Line Easements**

Water lines constructed by or for the District shall be constructed within public utility, road or street right-of-ways, except where the District has expressly authorized the construction to be made within a permanent right-of-way easement granted by a private property owner. Developer shall grant to the District a dedicated utility easement not less than 20 feet wide covering the pipeline and water facilities to be maintained by the District. In exceptional cases, the General Manager may accept a permanent easement less than 20 feet in width on condition that the landowner grants to the District an adequate temporary easement for construction purposes and a right of access to the permanent easement for purposes of maintenance and repair of the water line to be installed. In specific cases, an easement greater than 20 feet in width may be necessary in the sole discretion of the District. The center of the easement shall be aligned with the water facility centerline whenever possible unless otherwise shown in the Standard Details. If other utility lines are allowed in the easement, the water pipeline shall be located no less than 5 feet from the edge of the easement.

All easements granted to the District shall be recorded with the County of Sacramento and a copy of the recorded documents provided to the District as described in these standards. The District will not issue a Letter of Acceptance for projects that require granting a dedicated utility easement to the District until the dedicated utility easement is filed with the County of Sacramento and approved by the Sacramento County Clerk/Recorder Office.

## **2.8 Surveying Standards and Electronic Document Submittal**

Developer shall submit as a condition of Final Acceptance a complete set of Record Drawings in electronic format. Drawings shall be in AutoCAD .dwg format and shall be geo-referenced based on the North American Datum (NAD) 83 Horizontal Datum and North American Vertical Datum (NAVD) 88 Vertical Datum. The Developer is advised that the NAD 83, and NAVD 88 monumentation is limited in the District and its use may require additional surveying effort to import the control for existing monuments not adjacent to the proposed project site.

Developer shall provide a minimum of two survey control points including, but not limited to, the following:

- A. One (1) at the centerline intersection of existing and newly constructed roads created by the project.
- B. One (1) at end of any cul-de-sac or dead-end road constructed as part of the project.

Survey control shall be clearly labeled on the Record Drawings and shall be permanently installed in the field to allow future control recovery by the District.

All surveying work shall be conducted by a California Licensed Land Surveyor and shall be completed to the minimum standards prescribed by law.

## **2.9 Record Drawings**

Record Drawings shall depict the final improvement conditions, including depth of cover, with regard to all utilities including, but not limited to, the following:

- A. Water Mains, services, hydrants, valves, tees, elbows, and limits of restraint
- B. Electrical transmission, service, transformers, and appurtenances
- C. Natural gas mains, services, meters, regulators, and cathodic testing stations within the right of way.
- D. Sanitary sewer mains, manholes, cleanouts, and service lines including depths services at the property line
- E. Storm drain mains, manholes, drop inlet laterals, and other lines including depths
- F. Communications lines, cable television lines, and any other buried utility or service in the right of way

- G. Survey control using NAD 83 and NAVD 88 reference. Record Drawings shall be prepared using georeferenced coordinate data based on NAD 83, NAVD 88, and the California Coordinate System suitable for insertion into the District Geographic Information System mapping at the true and accurate location.

## **Section 3: Water Supply System Construction**

---

### **3.1 General**

All water pipe, fittings, gate valves, fire hydrants, blow offs, and other appurtenances shall be installed in accordance with the requirements of the American Water Works Association (AWWA), these Construction Improvement Standards and as recommended by the manufacturer. The manufacturer's guidelines shall be present at the construction site at all times. The following are the minimal general specifications. The details are subject to change based on the plan/check and review process as well as the on-site inspection.

### **3.2 Construction Staking**

The water main shall be staked prior to installation. Staking shall provide the station and the offset to the water main, as well as the cut to the nearest tenth of a foot, 0.1 foot. Stakes shall be provided at a minimum of every 50 feet in tangent sections, every 25 feet in curved sections, and every 10 feet in approved vertical curve sections.

### **3.3 Earthwork**

Earthwork required to construct water facilities and appurtenances shall be performed to the lines and grades shown on the approved project plans and as specified below:

- A. Excavations – Pipeline excavations shall be open-cut trenches, unless otherwise specified on the approved improvement plans, with vertical sides to the pipe crown, as specified on Construction Standard Detail W-2a and W-2b. Excavations shall conform to all applicable Federal and State safety requirements.
- B. Trench Width – The trench bottom width to 6 inches above top of pipe shall comply with Construction Standard Detail W-2a and W-2b, or as approved by District.
- C. Compaction – Compaction of the trench shall conform to Construction Standard Detail W-2a and W-2b. Compaction test results shall be supplied to District. **Jetting of trenches is not allowed.**
- D. Weather – During inclement weather, trenches shall be excavated only as far as pipe can be laid and backfilled during the course of the day.
- E. Existing Roadways – Trenching in existing roadways shall be limited to the length of pipe that can be laid that day. No open trenches shall be left overnight. Exposed trenches shall be plated or backfilled as approved by the County of Sacramento Public Works Agency, Department of Transportation.
- F. Excess Material – Excess material and materials determined unsuitable for backfill by the District Inspector shall be removed from the project site.



All earthwork shall be performed in strict accordance with applicable law, including local ordinances, applicable OSHA, Cal/OSHA, California Civil Code, and California Department of Industrial Safety requirements.

### **3.4 Trenches and Backfill**

- A. General – All trench backfill shall be mechanically compacted native soil, mechanically compacted imported fill, mechanically compacted aggregate base, or slurry material, as required by these Construction Improvement Standards, the Construction Standard Details, and by the County of Sacramento Department of Public Works Standard Construction Specifications (County Specifications).
- B. Trench Backfill – Trench backfill within the County street rights-of-way shall conform to Construction Standard Details W-2a and W-2b. Moisture content shall be controlled to obtain the optimum density for the native soil type encountered. All compaction testing and reference shall be based on the maximum dry density as determined using ASTM D1557 (modified proctor test) and measured in place in accordance with ASTM D1556 (sand cone method) or ASTM D6938 (nuclear method). Trench backfill compaction shall be tested and certified by the Developer's licensed geotechnical engineer. Certification shall be provided to the District Representative prior to the construction of surface improvements.
- C. Existing and Proposed Streets – Trench backfill in existing and proposed streets shall conform to County Specification SS20-02 for 3/4" AB.
- D. Jetting – Compaction of trench backfill by jetting methods is NOT allowed in Carmichael Water District right-of-way areas or over dedicated reclaimed water, storm, sewer, or water easements and mains.
- E. Pipe Bedding – Pipe bedding shall conform to Detail W-2b and the following:
  - 1. Imported bedding material shall be clean washed sand free from organic material, suitable for purposes intended, and of such size that 100% passing a No. 4 sieve and not more than 10% passing a No. 200 sieve. **Pea gravel shall not be used.**
  - 2. Bedding shall provide uniform and continuous support along the barrel of the pipe. The minimum depth of bedding material shall be provided under the bell. Blocking of the pipe is not permitted.
  - 3. Loose material shall be removed from the trench bottom and replaced with imported material.
  - 4. Where rocky, unyielding, or unsuitable foundation material is encountered, the subgrade shall be excavated a minimum of 12 inches below the pipe, and the trench width shall be increased a minimum of 12 inches. The over-excavation shall be replaced with imported material.

5. Where the trench bottom is soft, yielding, or unstable the trench bottom shall be over-excavated. Three-quarter inch crushed rock shall be placed in the trench to provide a stable foundation. The rock is in addition to the required pipe bedding used in the pipe zone.
  6. Bell holes shall be excavated per manufacturer's recommendations. The minimum depth of bedding material shall be provided under the bell. Care shall be taken to ensure that the bell hole is no larger than necessary to accomplish proper joint assembly.
- F. Native Material – Material for backfilled trenches shall contain no rocks, organic material, or soil lumps exceeding 4 inches in diameter. Controlled Density Fill (CDF) may be used on a case-by-case basis. The Contractor shall submit proposed CDF specifications to the District for review and approval prior to placement.
- G. Placement of Material – Equipment shall be of a size and type satisfactory to the onsite District Inspector. Impact-type pavement breakers or compactors (hydrohammers) shall not be used within 5 feet from the top of any type pipe. Material for mechanically compacted backfill shall be placed in horizontal lifts which, prior to compaction, shall not exceed the depths specified below for the type of equipment employed. Actual maximum lift depth will vary with soil conditions and compaction equipment. The Contractor shall consult with a geotechnical engineer to determine the appropriate maximum depths. The Contractor shall be responsible for verifying compaction requirements in each lift.
- H. Type of Compaction Equipment and Maximum Lift Depths
1. Maximum lift depth of four (4) inches, equipment type:
    - a) Portable, engine driven-type Jumping Jack Rammer
    - b) Portable vibratory plate
  2. Maximum lift depth of twelve (12) inches, equipment type:
    - a) Backhoe mounted sheepsfoot
    - b) Vibratory smooth wheeled roller
    - c) Vibratory smooth wheel roller with pneumatic tires
  3. Maximum lift depth of eighteen (18) inches, equipment type:
    - a) Excavator boom-mounted sheepsfoot
    - b) Walk behind, vibratory roller, "Rammax" or "Bomag" Backhoe/excavator boom-mounted vibratory plate "hoe-pack"

### **3.5 Dewatering**

Dewatering for structures and pipelines shall commence when groundwater is first encountered and shall be continuous until the excavation is backfilled. All dewatering activities shall be in accordance with the NPDES General Permit, any specific Storm Water Pollution Prevention

Plan, and the Regional Water Quality Control Board, Central Valley – Region 5 requirements in effect. All water discharged shall be free of chlorine.

### **3.6 Concrete Cradles, Arches & Encasements**

Concrete cradles, arches, and encasements shall conform to Construction Standard Detail W-3 and the following:

- A. The pipe shall be placed in proper position on temporary supports consisting of concrete block or bricks. When necessary, the pipe shall be rigidly anchored or weighted to prevent flotation when the concrete is placed.
- B. Concrete for cradles, arches, or encasements shall be placed uniformly along the pipe. Concrete placed beneath the pipe shall be sufficiently workable to fill the voids without excessive vibration. The concrete shall be allowed to cure and remain undisturbed for a minimum of 24 hours prior to backfill and compaction of the trench.
- C. Water shall not be permitted to enter, seep, or run onto the concrete while curing.

### **3.7 Water Main Installation**

- A. All installations shall follow AWWA requirements unless otherwise noted on the approved plans. The manufacturer's installation guide shall be on the job site at all times.
- B. Wherever possible, new water main(s) shall be installed to loop the existing system and to avoid dead-end water main(s). The size(s) of the new water main(s) shall be determined during the plan check and review process, and assisted by the fire flow analysis and any new service line requirements of the project.
- C. All work performed during the water main installation shall be subject to inspection by the District. The Contractor shall provide the District at least 72 hours notice prior to beginning any portion of work requiring inspection, and work will be scheduled at the District's convenience. The Contractor shall provide, at no cost to the District, access to the work for inspection, including but not limited to removal of temporary plating or backfill, and re-excavation. The Contractor shall not proceed with any subsequent phase of work until the previous phase has been inspected and approved by the District. Inspection and approval by the District shall be obtained during and/or at the completion of the following portions of work, as determined by the District:
  - 1. Trench excavation and pipe bedding installation.
  - 2. Placing pipe, fittings, and structures, including identification tape, on all water main and service lines.
  - 3. Placing of all restraints.
  - 4. Placing and compacting the pipe zone backfill.

5. Backfilling balance of trench to grade. Copies of compaction test results shall be given to the District by the Applicant before final acceptance of the work.
  6. Pressure testing of all mains and services.
  7. Disinfecting and flushing of pipelines.
- D. Improvements installed without proper inspection shall be exposed and inspected as required by the District Inspector. Cost associated with such inspections will be the responsibility of the Contractor.
- E. Trenches shall be in a reasonably dry condition when pipe is laid.
- F. Water Main - Unless noted on the approved plans, all water mains shall be Ductile Iron Pipe (DIP).
- G. Ductile Iron Pipe (DIP) - DIP shall be installed in accordance with the standard for "Installation of Ductile Iron Water Mains and Their Appurtenances" (ANSI/AWWA C-600) and the manufacturer's recommendations, and as provided herein:
1. DIP shall be of Pressure Class 350 meeting AWWA C150 and C151 standards and specifications.
  2. DIP shall be polyethylene encased in accordance with these Construction Improvement Standards and the standard for "Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids" (ANSI/AWWA C-105/A21.5). Polyethylene encased pipe shall be bedded and backfilled with sand 6" in all directions above the crown of pipe.
  3. At the direction of the Carmichael Water District, the Contractor shall repair damages to the polyethylene encasement as described within ANSI/AWWA C-105/A21.5, or shall replace all damaged polyethylene film sections.
- H. DIP cuts shall be ground smooth and beveled to prevent damage to the gasket upon insertion into the bell.
- I. Pipes shall be mechanically restrained to the length specified in the approved plans, using materials specified herein. Thrust blocks shall only be used where specifically shown on the plan/profile sheets and/or standard detail sheets. All fittings and appurtenances shall maintain the minimum length of restrained pipe in accordance to Specification 4.17 of these Construction Improvement Standards.
- J. Care shall be taken when lowering pipe into the trench to protect the pipe from damage. Chains are not permitted. The pipe shall be laid carefully to the lines and grades shown without grade breaks, unless designed with such, or to minimum depths shown on the approved plans. If field conditions exist such that the pipe may not be laid to the specified grade, the approved plans will require revisions prior to proceeding with construction.

- K. Pipe sections shall be closely jointed to form a smooth flowline. Care shall be taken in placing the pipe and making field joints.
- L. All underground metal (ductile iron, valves, fittings, copper, brass, etc.) shall be wrapped in 10 mils minimum thickness polyethylene encasement.
- M. Extreme care shall be taken when consolidating the backfill around the pipe zone. For pipe 12 inches in diameter and smaller, no more than one-half of the pipe shall be covered prior to shovel slicing the haunches of the pipe. For pipe greater than 12 inches in diameter, no more than the lesser of 6 inches or one-third of the pipe shall be covered prior to shovel slicing. Sufficient care shall be taken to prevent movement of the pipe during shovel slicing. Shovel slicing shall be witnessed by the District inspector prior to shading the pipe. Sufficient care not to damage poly wrap.
- N. A continuous number 10 gauge insulated location wire shall be attached to mains and appurtenances per the Construction Standard Details W-7 and W-8 and the following:
  - 1. Location wire shall be continuous between main line valve boxes and fire hydrants.
  - 2. Location wires through valve boxes shall be placed outside of riser, but inside the box.
  - 3. Location wire in manholes and vaults shall be attached inside the facility within one foot of the rim.
  - 4. Splices in location wire shall be made as shown on Construction Standard Detail W-8 and as follows:
    - a) Twist the wire together with a minimum of five twists.
    - b) Install a copper split bolt connector on the splice.
    - c) Cover the splice with mastic tape and wrap with vinyl tape.
- O. A 12-inch wide, blue plastic non-detectable water pipe marking tape, marked "Buried Water Main Below", shall be placed in all mainline trenches, on top of the trench "bedding zone" as shown on Construction Standard Detail W-2b.

### **3.8 Borings for Installation of Water Lines**

- A. Borings for installation of water lines shall be made as follows:
  - 1. The equipment, method and sequence of operation and conductor pipe grades shall be approved by the District. A minimum of 72 hours notice shall be given prior to the start of work. The work will be scheduled at the District's convenience.
  - 2. Contractor shall maintain a minimum cover of 42 inches and will be recorded on a boring log. The boring log is required to be submitted within 72 hours following the boring operations to County.

3. Excavation for the boring operation shall be the minimum necessary to satisfactorily complete the work. Bracing and shoring shall be adequate to protect workers and any adjacent structure or roadbed.
4. The conductor shall closely follow the boring operation. The bored hole shall not be more than 0.10 foot larger in diameter than the outside diameter of the conductor. Guide rails shall be accurately set to line and grade to insure installation of the conductor within allowable limits. The conductor diameter shall be sufficient to allow adjustment of line and grade of the conducted pipe to meet allowable tolerances and to allow sand to be placed between the conductor and the conducted pipe.
5. The inside diameter of the conductor shall be a minimum of 10 inches larger than the outside diameter of the conducted bell pipe or joint, as approved by the District. A minimum of 4 inches of clearance shall be required between the conducted pipe and the casing, taking the skids into consideration.
6. Conducted pipe shall be supported by a minimum of three sets of synthetic skids per stick of pipe, or as required by the District. Pipe sections shall be joined outside of the conductor. The skids and casing entrance shall be lubricated prior to sliding the conducted pipe into place. The height of the skids may be adjusted to meet specified grades.
7. The space between the conducted pipe and conductor shall be completely filled with clean, dry silica sand, blown into place. The method of placing sand in the void shall be approved by the District. Both ends of the casing shall be plugged with non-shrink grout a minimum of 12 inches into the casing.
8. Whenever, in the opinion of the Developer's design or District Representative, the nature of the soil indicates the likelihood of ground loss which would result in a greater space between the outer surface of the conductor than allowed, the Contractor shall take immediate steps to prevent such occurrences by installing a jacking head extending at least 18 inches from the leading edge of the conductor.
9. The jacking head shall cover the upper two-thirds of the conductor and project not more than 1/2 inch beyond the conductor outer surface. Excavation shall not be made in advance of the jacking head. Voids greater than allowable shall be filled with sand, soil cement, grout, or as approved by the District. Where voids are suspected, the design or District Representative may direct the Contractor to drill the conductor, to pressure inject grout to refusal and repair the drilled hole. Grouting pressure shall not exceed 50 pounds per square inch at the nozzle.

### **3.9 Connection to Existing Facilities**

Connection to existing District water facilities may be made upon approval of The District Inspector.

- A. The District has the option of making a system tap as required on the plans. Should the District elect to perform the tap, the Contractor shall pay for such work on a time and

materials reimbursement basis. If the District performs work, payment must be made prior to final acceptance of the facilities. The Contractor shall be responsible for the following tasks associated with the tap as determined by the District:

1. Coordinating the work requested with the District and the District Inspector. This shall include discussions on provisions for materials and equipment required to complete the work.
  2. Providing traffic control per County of Sacramento Public Works Agency, Department of Transportation requirements.
  3. Excavating the work area, as agreed upon by the District Inspector.
  4. Providing sheeting/shoring as required.
  5. Backfilling and compacting the excavation(s) upon tap completion.
- B. Connection to existing District water facilities will be detailed during the plan review stage. If it is discovered in the field that connection details or existing facilities differ from the original designed plans, the District will revise the connection details, and the Owner/Developer is responsible for acquiring, constructing, and installing the revised connection.
- C. The Contractor shall tie-in the new system to an existing stub under the following conditions:
1. Care shall be taken to provide a clean, sanitary tie-in site.
  2. Dewatering of both the new and existing water mains shall take place in a way that will prevent contamination by trench water. Contractor shall obtain any required permit for discharge of water to the sewer or storm drain as required by the County of Sacramento, the Regional Water Quality Control Board, and other entities having jurisdiction. All water taken from the system shall be de-chlorinated and tested prior to discharge to the storm drain system.
  3. All material used in the tie-in shall be clean and swabbed with chlorine.
  4. All tie-ins shall take place in the presence of the District Inspector.
  5. Tie-ins may take place only after the newly constructed water system has successfully passed pressure testing and bacteriological testing and has been approved for service by the District.
  6. Under no circumstances shall anyone other than a representative of the District open or close valves in a District operated system.
- D. Transitions between DIP and PVC shall be made as follows:

1. A PVC pipe spigot may be inserted into a DIP bell by cutting off the PVC bevel on the spigot, and leaving no more than a 1/2-inch taper.
2. Transitions may be made by the use of a DIP repair sleeve with mega lug type restraint.
3. AC pipeline shall only be cut using snap cutters. Hand or power tools that have the possibility of producing dust shall not be used. Only approved OSHA methods shall be used.
4. Certified contractor is responsible for the removal and disposal of AC pipe.

### 3.10 Service and Meter Installation

All new and replacement water services shall include a water meter and be installed in accordance with manufacturer's recommendations, Construction Standard Details W-21 through W-24, and with the following provisions:

- A. Water Meters – Water meters approved by the District are listed below and are equipped with factory potted Star Hexagram MTUs. Approved meters are as follows:
  1. ¾" to 1" Meters – Neptune Mach-10 ultrasonic meter R900i E-Coder register
  2. 1.5" to 2" Meters – Neptune Mach-10 ultrasonic meter R900i E-Coder register
  3. 3" and larger Meters – Neptune Mach-10 ultrasonic meter R900i E-Coder register
  4. Irrigation-only Services – 1 ½" and Larger (only with District approval) Neptune High Performance Turbine CF R900i E-Coder register
  5. Fire Service Rated Meters – Neptune Protectus III Fire Service meter CF R900i E-Coder register
- B. Water services, service lines and appurtenant piping are to be installed by the Developer and Contractor, and shall be continuous from the main line to the meter box. Installation shall include a jumper in the place typically occupied by the meter, with care taken to ensure the length of the jumper is exactly equal to the lay length of the meter. All bends in copper tubing shall be made in a manner that does not crimp or flatten the tubing.
- C. Water Meter Boxes
  1. Meter boxes shall be as described below and shall be equipped with a non-skid steel lid.

Meter Size	Area Type or Location	Box Type	Lid Type	Size	MFG or Equal
¾" to 1"	Landscape	B30 Concrete Tier 8	B30 Concrete Tier 8 w/ Neptune Probe Hole	13" x 24"	Christy
¾" to 1"	Residential: Concrete or Paved Driveway/Sidewalk	B30 Polymer Concrete Tier 22	B30 Polymer Concrete Tier 22 w/ Neptune Probe Hole	13" x 24"	Hubbell



<b>Meter Size</b>	<b>Area Type or Location</b>	<b>Box Type</b>	<b>Lid Type</b>	<b>Size</b>	<b>MFG or Equal</b>
¾" to 1"	Commercial: Concrete/ Paved Driveway or Roadway	B30 Polymer Concrete Tier 22	B30 Polymer Concrete Tier 22 w/ Neptune Probe Hole	13" x 24"	Hubbell
1 ½" to 2"	Landscape	B36 Concrete Tier 8	B36 Concrete Tier 8 w/ Neptune Probe Hole	17" x 30"	Christy
1 ½" to 2"	Residential: Concrete or Paved Driveway/Sidewalk	B36 Concrete Tier 8	B36 Concrete Tier 8 w/ Neptune Probe Hole	17" x 30"	Hubbell
1 ½" to 2"	Commercial: Concrete/ Paved Driveway or Roadway	B36 Polymer Concrete Tier 22	B36 Polymer Concrete Tier 22 w/ Neptune Probe Hole	17" x 30"	Hubbell

Consult with the District for water meter vaults 3" and larger meters.

2. Water meters boxes shall be cleaned out, centered, set true, plumb, and to grade and comply with the District standards prior to requesting District to provide a water meter.
- D. The District will provide and install water meters less than 3" in diameter. Installation shall require a written request from the Developer or property owner and payment of all costs and fees. Meters 3" and larger will be provided by the District and installed by the qualified contractor for the Developer or property owner.
- E. Taps, service saddles, and fittings attached to mains shall be separated by a minimum of 24 inches.
- F. Water service line installation standard elements
1. Water Service Line Standard for a single 1" water service on a one-inch service line
 

Water service line installation for a typical 1" water meter shall consist of: a water service saddle, a 1" corporation stop "MIP x FIP", sufficient 1" blue coated type K soft copper tubing from the water main to the meter box, a ball curb valve, brass 90 and brass pipe extending up into 1" angle meter valve, an idler for where the meter will be installed, another 1" angle meter valve on the customer side of the meter, and continuous brass or copper pipe extending out the back side of the meter box to facilitate connection by the plumber.
  2. Water Service Line Standard for a 2" water service from a 2" service line
 

Water service line installation for a typical 2" water meter shall consist of: a service saddle with a 2" tap, a 2" corporation stop "MIP x FIP", sufficient 2" type K hard copper service line extending from the mainline to the water meter box. Service line shall be wrapped with 10 mils minimum thickness polyethylene. At the meter box a ball curb valve shall be installed, a brass 90 and brass or copper pipe extending up

into 2" angle meter valve, an idler for where the meter will be installed, another 2" angle meter valve on the customer side of the meter, and continuous brass or copper pipe extending out the back side of the meter box to facilitate connection by the plumber

3. Water Service Line Standard for services 3" and larger

Installation requirements and configuration for meters 3" and larger vary widely. Contact the District to determine installation requirements. Lead time of six (6) weeks is required for ordering meters. To avoid construction delays Contractor/Developer must contact the District in advance to order meters 3" and larger.

- G. Service saddles shall be wrapped in 10 mils minimum thickness polyethylene, taped securely to the pipe, sealed and secured with 10-mil tape, and backfilled with sand.
- H. Service lines shall be encased in 10 mils minimum thickness poly tubing, sealed and secured with 10-mil tape, and backfilled with sand.
- I. Service manifolds shall be constructed per the following criteria:
  - 1. Where a service line is extended a distance greater than 40 feet, a construction jumper shall be installed. The new service line and manifold shall be pressure and bacteriologically tested in accordance with these Construction Improvement Standards.
  - 2. Where a service line is extended a distance less than 40 feet, the extension shall be cleaned, swabbed with chlorine, and flushed in the presence of the District Inspector. The new service line and manifold shall be pressure tested in accordance with these Construction Improvement Standards. In both cases, the installation shall be fully restrained by an approved restraint system, starting at the main, and as required by the approved Improvement plans.
  - 3. Services 3-inches and larger shall be ductile iron.
  - 4. No water shall be drawn through a service prior to installation of the water meter. In addition, no water shall be drawn through a service and meter installation where a backflow device is installed, until the backflow device has been successfully tested by the District.
- J. A reduced pressure principle type backflow assembly shall be required for all non-residential service connections and/or a private well.
- K. All residential service connections servicing properties 0.25 acre and larger shall have a reduced pressure principle type backflow assembly. All residential service connections equipped with a fire sprinkler system that is not a continuous loop or passive-purge system shall have a reduced pressure principle type backflow assembly.

- L. Reduced pressure backflow assemblies shall be covered with a freeze protection insulated bag per these Construction Improvement Standards.
- M. The curb in front of residential water services shall be stamped with a "W" at the location of the water source line crossing the curb.

### **3.11 Services Abandonment**

All water services requiring abandonment shall be disconnected from the main line and the pipe repaired with a full circle repair band. If the project requires new service lines, as noted on the plans, it is the Developer/Contractor's responsibility to abandon all of the old, existing service lines to the property, as part of the project. It is up to the District's discretion that in lieu of abandonment, it may be acceptable to upgrade existing saddles/service lines/etc., as noted on the plans. Service lines that are being abandoned must be removed from within 3 feet of any remaining active or planned water mains or service lines.

### **3.12 Appurtenances Installation**

All appurtenances, including fire protection, blow-offs, sample stations, air release valves, and fire hydrants shall be installed in accordance with manufacturer's recommendations, these Construction Improvement Standards and the following provisions:

- A. All valves, fittings, DIP, copper, and underground brass shall be installed with a 10 mils minimum thickness polyethylene encasement. Damaged or scratched surfaces on epoxy coated valves and appurtenances shall be repaired with an epoxy kit per manufacturer recommendations and to the satisfaction of the District inspector prior to wrapping. Service lines are to be blue coated type K soft or hard copper with 10 mils minimum thickness polyethylene encasement.
- B. Gate valves shall be centered in a one-piece riser stock. An operator nut extension adaptor (American Flow Control Trench Adaptor or equal) shall be installed on valves where the operating nut exceeds 48 inches in depth from final grade, as shown in Construction Standard Detail W-11.
- C. Fire hydrants shall be marked with a blue reflector placed 1 foot off street centerline on the fire hydrant side of the street. Fire hydrants located at intersections shall be marked on both streets.
- D. Public fire hydrants shall be painted with two coats safety yellow. When used as blow-offs, the tops shall be painted white and marked with an "X" with black enamel paint. Private hydrants shall be painted red.
- E. Permanent dead-end lines shall have a blow-off hydrant constructed per Construction Standard Detail W-12. Temporary dead-end lines shall have a blow-off constructed per Construction Standard Detail W-16.

- F. Insulating kits shall be installed at transitions between dissimilar metal pipe per the Construction Standard Details and as required by the District.

### **3.13 Testing Procedures**

Testing of the water system may proceed only after all utility crossings have been completed, sewer mains and services have been pressure tested, and subgrade elevations have been reached. Testing prior to subgrade placement may be subject to additional pressure tests at the discretion of the District Inspector.

#### **A. Pressure Test:**

1. The District Inspector will be present during the duration of the test.
2. Contractor shall verify with the District Inspector that all system valves are open prior to testing.
3. Pressure testing shall be conducted for two hours at 150 pounds per square inch, or at one- and one-half times the operating pressure, whichever is higher, as measured from the system high point. The test gauge shall be liquid filled and capable of testing up to 300 psi.
4. No detectable leakage is allowed.

#### **B. Chlorine Disinfection – Chlorine disinfection shall comply with the American Water Works Association Standard for Disinfecting Water Mains (C651) and as specified below:**

1. Disinfection inspections shall begin only after passing the pressure test.
2. Prior to chlorination, pre-flush water mains and services. Pre-flushing is not permitted if using the Tablet Method for chlorination.
3. Chlorine shall be drawn through all mains, hydrant runs, and services. The District Inspector shall verify that a minimum chlorine residual of 50 parts per million (ppm) has been achieved.
4. After a 24-hour holding period, the District Inspector will verify that a minimum chlorine content of 25 ppm remains in the system.
5. Upon approval by the District Inspector, the water system shall be flushed to remove concentrated chlorine. Flushing shall be continued until the remaining water has a chlorine residual below 1 ppm and a turbidity equal to or less than one NTU. Chlorinated water shall be neutralized to 1 ppm chlorine residual or less prior to discharge. Discharge location and neutralization methods shall be coordinated with and approved by the District Inspector.

6. Chlorinated water resulting from flushing newly installed water lines may not be discharged into the sewer system. Permission to discharge chlorinated water into the sewer system may be granted by permit from the County of Sacramento Department of Public Works, Water Quality Division on a case-by-case basis. Contractor/Developer is responsible for obtaining any approvals or permits for discharge of spent water.
  7. Prior to discharging into the sewer system, the Contractor shall sign a form authorizing the District to bill for the amount of water discharged into the system. At the end of each flushing exercise, and prior to tying into the District water system, the District Inspector(s) shall prepare a bill for water usage based on the meter reading or estimate of water used. This bill must be paid before the written letter of acceptance will be issued by the District. All volumes of water used for construction shall be metered.
  8. Chlorinated water shall not be discharged under any conditions. Disposal of spent water shall not be into environmentally sensitive areas (i.e., under oak trees, vernal pools, manmade or natural streams, drainage systems, etc.). No water may be disposed of under oak trees during any time of the year.
- C. Water Quality Testing – Prior to collecting water quality samples, the water system shall be held at District line pressure for a minimum of 24 hours. Water may not be drawn during this time period. After the 24-hour holding period has elapsed, water quality samples shall be collected by the District Inspector for testing. The District will require 48 hours to complete total coliform and total plate count tests. If the initial samples fail, the waterline will be retested until an acceptable water quality is achieved, at the expense of the Contractor. Bacteriological samples will be taken following chlorination and flushing activities. Additional bacteriological samples will be taken after tie-in activities if the pipe has been cut and the inner barrel has been exposed.
- D. Tying into the District System – The water system may be tied into the District System upon completing and passing all the testing procedures. Tie-ins shall be conducted as shown in the Standard Details W-9 and W-10 of these Construction Improvement Standards, or as shown on District approved plans for specific case by case connections. After the tie-in has been made, the Contractor shall flush the segment tied-in, to the approval of the District Inspector.
- E. Continuity Testing – The District will test continuity of the location wire with District standard locating equipment upon request for testing by the Contractor. Discontinuity in the location wire shall be repaired. It is recommended that the Contractor request continuity testing after subgrade is made, but before asphalt is placed. Final continuity testing will take place after asphalt is placed and all valve boxes are raised. Costs for said inspection shall be borne by the Contractor/Developer. Preliminary inspections may be performed by outside Contractors, but shall not be accepted by District as an official record.

### **3.14 Repairing Installed Improvements**

All DIP water mains shall be repaired by the following procedures:

- A. Damaged or failed pipe sections shall be removed and replaced with new pipe in the presence of the District Inspector. All repaired joints shall be restrained with mega lug type restraint and shall be polyethylene wrapped and taped.
- B. After the repair has been completed, the excavation shall be backfilled and compacted to grade as specified. The repairs shall then be re-tested per these Construction Improvement Standards.
- C. At the direction of the District, the Contractor shall repair damage to the polyethylene encasement as described within ANSI/AWWA C- 105/A21.5, or shall replace all damaged polyethylene film sections.

### **3.15 Punchlist Process**

When the Contractor feels all improvements are substantially complete, a punchlist of final outstanding items may be requested. The punchlist shall be generated by the District and will require a final inspection of all work, including but not necessarily limited to the following:

- A. Installation of service lines, meter boxes, and water meter (or idler) shall be complete and in accordance with these Construction Improvement Standards.
- B. That all valve boxes are raised to finish grade, centered, and cleaned out.
- C. That the District has been given and has approved all valve reference measurements.
- D. That all meter setters and meters are properly positioned, and that all meter boxes are positioned and raised to proper grade.
- E. That fire hydrants are raised to proper grade, in a vertical position, painted in accordance with Section 3.12.D, and that the concrete pad and bollards are placed properly.
- F. That backfill has passed all compaction requirements and the District has written records.
- G. That all system valves are open (except those specifically required to be normally closed), and that the turns required for complete open/close cycle are recorded on the record drawings.
- H. That all waterlines have been chlorinated, disinfected, and tested for bacteriological contamination.
- I. That all line pressure testing and flushing has been completed.

J. That the jobsite is clean and that all of the Contractor's equipment and materials are removed.

K. That all service lateral locations have been marked on curb.

L. That all paving, seal coating, striping, and surface restoration are completed.

Any deficiencies found during the punchlist process shall be corrected to District satisfaction prior to final acceptance.

When all items have been completed and corrected to the full satisfaction of the District, the District shall issue to the Contractor a written letter of acceptance. After the written letter of acceptance is issued the completed water system and main extensions with all appurtenances, apparatuses, fittings, and equipment shall become and forever remain the property of the District. The Contractor shall maintain all new water pipeline systems for a period of one year after the date of the letter of acceptance as outlined in Section 2.4.

## **Section 4: Materials**

---

### **4.1 Equal**

The words "or equal" shall mean any material deemed by the District to be acceptable for use within the District's water system, as compared to products of specified manufacturers. Contractors proposing to use materials, which are not specifically named, shall submit all necessary documentation to allow review of said material for use as an equal. The submittal shall include a letter with:

- A. Product – A description of the product and the appropriate materials specification section number.
- B. Contact – The name and telephone number of the contact person for the proposed product.
- C. References – A list of other agencies who are using the proposed product (include names and telephone numbers).

Address the letter to Carmichael Water District at 7837 Fair Oaks Blvd., Carmichael CA 95608, ATTN: General Manager. District staff may request a sample of the product for review.

The Contractor shall submit all material for review 35 days prior to contract award. All submittals shall include documentation verifying contract award date. Contractors shall allow 2 to 4 weeks review time by the District.

### **4.2 Unapproved Materials**

Materials not approved for use on the project shall be removed from the site within 24 hours if requested by the District Inspector.

### **4.3 Appurtenances**

- A. Air Release Valves – Air release valves shall be epoxy coated vacuum break type. A listing of approved manufacturers includes: Crispin, Valmatic, or equal.
- B. Backflow Assembly – Shall be from the latest University of Southern California List of Approved Backflow Assemblies.
- C. Blow Off – Manufacturers and products include: Kupferle, Eclipse # 78 (2-inch) or equal.
- D. Cadweld – A listing of materials includes:
  - #4 jumper cable, CP cable, 18" long with 1" bare end #4 Cadweld copper sleeve #4 Cadweld shot with thermite mastic weld cap-t-cap.



#### **4.4 Ductile Iron Pipe**

DIP shall be Pressure Class 350 manufactured in accordance with AWWA standard "Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids" (ANSI/AWWA C151/A21.51) and shall include the following:

- A. All DIP shall be cement mortar lined in accordance with the standard for "Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water" (ANSI/AWWA C104/A21.4). The cement mortar lining shall be as specified in C104/A21.4 Section 4.7.2 and shall not be less than 1/8 (one eighth) inch for 4 through 12-inch diameter pipe; and 3/16 (three-sixteenth) inch for 16 through 24-inch diameter pipe.
- B. Mortar lining shall be provided with an asphaltic seal coat meeting the requirements of AWWA C104.
- C. DIP manufacturers include: Pacific States, Tyler, US Pipe, or equal.

#### **4.5 Fittings**

- A. All fittings for buried water mains shall be ductile iron. All other cast iron and steel fittings will not be accepted as equal and will be rejected if installed, with removal and replacement at the Developer's expense.
- B. Unless otherwise specified or shown on the approved plans, all fittings to be used with DIP shall employ either mechanical joints or restrained joints conforming to the standard for "Ductile-Iron Compact Fittings for Water and Other Liquids" (ANSI/AWWA C153/A21.53). Fitting manufacturers include Tyler, US Pipe, or equal.
- C. All ductile iron fittings shall be mortar lined in accordance with the standard for "Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water" (ANSI/AWWA C104/A21.4).
- D. All fittings shall be wrapped in polyethylene encasement in accordance with these Construction Improvement Standards.

#### **4.6 Freeze Protection for Backflow Assemblies**

- A. The backflow assembly freeze protection shall be a fabricated insulating bag designed specifically to protect above ground water facilities to a 12-hour minimum temperature of 20°F. The materials of construction shall be as follows:

Laminated fabric conforming to Herculite #10 by Herculite Products (fabric shall be a minimum of 10.6 oz/sq. yd.), or equal. Brass Rolled Rim Grommet and spur washer by Astrup, or equal. Polyester thread with a minimum strength of 14.2 pounds, Coats American's Star Ultra product line, or equal. Fiberglass insulation R-19 rated 6-inch minimum thickness. Two-inch minimum width Velcro, or equal.

#### **4.7 Gaskets – Insulating Type**

- A. Insulating Flange Gaskets – Insulating flange gaskets shall be USSO Standard B.16.21 insulation flange kits, Type E Full Face Gasket with two-side insulation as manufactured by Calpico, US Pipe Gaskets, or equal.

#### **4.8 Hydrants**

Hydrants shall be wet barrel type Clow 960 or equal. Exterior shall be painted with one coat of primer and painted in accordance with Section 3.12.D.

#### **4.9 Hydrant Bury**

Hydrant buries shall be ductile iron mechanical jointed cross flange, cement-mortar lined per AWWA C 104.

#### **4.10 Hydrant Bury Extensions**

Hydrant bury extensions shall be cement-mortar lined per AWWA C 104, and placed below the break off check valve.

#### **4.11 Nuts and Bolts**

- A. Flange Bolts and Nuts – Flange bolts and nuts to be minimum Grade 4, conforming to ASTM #A307 Grade Bd.
- B. Hydrant Bolts – Hydrant bolts are to be Solid, 5/8" x 3.5", conforming to ASTM A307 Grade A & B Low Carbon Steel.
- C. Tee Bolts – Steel bolts are to be 3/4" high strength, low alloy steel with a heavy nut, conforming to AWWA Standard C-1 11-90.

#### **4.12 Nylon Bushings**

Nylon bushings shall be 76-76R, 2 1/2" NST x 2" Pipe.

#### **4.13 Patching Material**

A listing of manufacturers and part reference numbers for patching of DIP include: Cop-Coat Carboline Company (Bitumastic No. 50, Coal Tar), or equal.

#### **4.14 Polyethylene Encasement**

Polyethylene film for encasement shall have a minimum thickness of ten (10) mils. The minus tolerance on thickness shall not exceed ten percent of the nominal thickness. The encasement of pipe in polyethylene shall be in either tape or sheet form. Polyethylene film shall be

manufactured from a Type 1, Class C raw polyethylene material conforming to "Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids" (ANSI/AWWA C-105/A21.5). Manufacturers include: Fee Spec's-LP378D Northtown, Fulton Enterprise Inc., Global Polymer Tech, Unisource, or equal.

#### **4.15 Polyvinyl Chloride (PVC) Pressure Pipe**

Polyvinyl Chloride Pressure Pipe for water system mains 3 inches and larger is not allowed. All water mains shall be ductile iron pipe.

Polyvinyl Chloride (PVC) Pressure Pipe Installation – PVC shall be installed in accordance with the AWWA Manual M23 and the manufacturer's recommendations, except as otherwise provided herein:

- A. PVC shall only be permitted after service meters two inches in diameter or smaller, when approved by the District Inspector.
- B. All PVC Pipe and fittings shall have been manufactured within the 18-month period prior to installation.
- C. Pipe and gaskets shall be kept clean and protected against sunlight and heat damage.
- D. Pipe showing signs of physical damage or excessive ultraviolet exposure will be rejected and shall be immediately removed from the job site.

#### **4.16 Pressure Regulators**

Not Used

#### **4.17 Restraints**

Restraint systems for DIP shall include: Field Lock Gaskets (3-inches through 24-inches diameter only), HDSS, Mega Lug, TR Flex, or equal. Restraint systems shall be required for all pipe joints if the diameter is less than or equal to 12-inches. For diameters larger than 12-inches, restraint systems shall be installed at all pipe joints within a minimum of three (3) pipe lengths before or after a Tee, 90° elbow, or 45° elbow fitting. Thrust blocks shall be installed at all Tees, 90° elbows, and Dead-ends.

#### **4.18 Riser Aligners**

Riser aligners shall be installed for all valves where the valve nut is at a depth exceeding the depths shown in the Standard Details. Riser aligner shall be as shown in the Standard Details.

#### **4.19 Riser Stock**

Riser stock shall be 8-inch diameter PVC SDR35 for all main line valves.

## **4.20 Sampling Stations**

Sampling stations shall be purchased through the District and shall be installed by the Contractor.

## **4.21 Services**

Water services shall be constructed of brass or copper piping as shown in the Standard Details. Water services shall not be constructed of lead bearing materials and shall be compliant with AB 1953 as lead free.

### **A. Brass Material (shall be constructed lead free)**

1. Brass pipe – Brass pipe shall conform to ASTM B-43 standards. A listing of pipes includes: Hallstead Y4" through 2" Red Brass, Cambridge-Lee, Federal WW-3 5 1, or equal.
2. Brass fittings – Brass fittings shall conform to ANSI Standard B 16.15, B 16.24, B2. 1, T-94-1, and be a minimum of Class 125. A listing of manufacturers includes: Lee Brass, Merritt Brass, or equal.
3. Brass fittings for Copper Tubing – A listing for brass fittings for copper tube includes: Jones, Mueller Streamline, or equal.
4. All nuts and bolts for service sizes 2" and greater shall be brass.

### **B. Blue Poly Coated Copper Tubing – Copper tubing shall be seamless, annealed copper tube, shall conform to ASTM B88 "Standard Specification for Seamless Copper Water Tube", and shall be Type K. Copper shall be grade UNS-C 122200. For 1" diameter, use Type K Roll Soft Copper. Tubing manufacturers includes: Cambridge-Lee, Mueller Streamline, or equal.**

### **C. Corporation Stops**

1. Corporation stops shall be male iron pipe thread by female iron pipe thread (MIP x FIP) and full throat ball valve design. A Corporation stop shall be installed at the water main for all service laterals two inches and smaller. Manufacturers of corporation stops include: Jones, Mueller, or Insulated Corps Mueller.

### **D. Curb Stops**

1. Curb stop manufacturers include: Jones, Mueller, or equal with locking device.

### **E. Dielectric Tape – Manufacturers for dielectric tape include Polyken #932 Hi-Tack joint wrap tape or approved equivalent flexible dielectric tape.**

### **F. Service Saddles – Jones, Mueller, Ford 4-inch through 24-inch saddles with 1-inch or 2-inch tap.**

## **4.22 Service Boxes and Lids**

Service boxes shall be as listed in the Service Meters Installation section and shown on the Standard Details. All box lids are to be permanently marked with the appropriate label (i.e., Water, ARV, Blow-Off, CPT, etc.).

## **4.23 Meter Setter**

Meter setter shall not be used.

## **4.24 Water Meter**

Water meters shall be purchased from the District.

## **4.25 Location Wire**

Location wire shall be 10-gauge minimum UF rated solid copper with plastic insulation.

Location Wire Connectors - Location wire connectors shall be split-bolt type connectors. A listing of products includes: Perma-Seal Wire Connectors or equal.

## **4.26 Location Wire Mastic Tape Seal**

Location wire mastic tape shall be 3M Mastic Tape #2229 or equal.

## **4.27 Valves**

- A. Butterfly Valves – Butterfly valves are to be used on diameters ranging from 10" to 72" and shall meet the requirements of AWWA C504. Valves shall be cast iron body with cast or ductile iron disk. Disk shall have Ni-Chrome or Type 316 stainless steel edge. Shaft shall be stainless steel, connected to the disk with a stainless steel pin or torque plug, and shall be scribed on both ends to indicate valve position. Valve seat shall be Buna-N.

Butterfly valves shall be Pratt Ground Hog (Holiday free epoxy, interior lining and standard black asphalt varnish exterior), Mueller Linesal III (Holiday free epoxy, interior lining and standard black asphalt varnish exterior), or equal. Certification shall be provided by the valve manufacturer stating that the epoxy lining is Holiday free.

- B. Gate Valves – Gate valves shall meet the requirements of AWWA C509 for sizes 3" to 8". Gate valve shall be resilient seat, fusion bonded epoxy lined and coated, and be equipped with a 2-inch operating nut. Valves shall be no rising stem type valve. Gate valves shall be as manufactured by American Flow Control, Mueller, Clow, or equal

- C. Service Gate Valves – Gate valves for 2" services shall be NIBCOT - 113 Bronze, or equal.
- D. All valve coatings shall be repaired if damaged prior to or during installation.
- E. Buried valves shall be installed with the operating nut in a vertical alignment to allow ease of operation once buried. Failure to install the valve-operating nut in a plumb alignment will require re-installation of the valve until it is plumb.
- F. Above ground valves at pump stations may be rising stem valves.
- G. Operating wheels shall be provided where shown in the Standard Drawings and where valves are one above grade at mechanical facilities such as pump stations, wells, fire service, and back-flow devices. Handwheels shall be equipped with a tamper proof locking device acceptable to the District.

#### **4.28 Valve Boxes**

All valve boxes in street and other traffic areas shall be designed to H-20 loading conditions. Valve boxes shall be precast concrete boxes, with G5 cast iron lids, and shall be as manufactured by Christy, Brooks, or equal. Valve boxes shall be equipped with riser pipes securely installed directly over the center of the valve-operating nut. Valve riser and box shall be installed true and plumb over the valve to allow unrestricted valve operation from the surface.

Valve box and riser shall be cleaned of any rocks, gravel, dirt or other materials possibly obstructing the valve operation. Tracer wire shall be accessible and clear of operating nut.

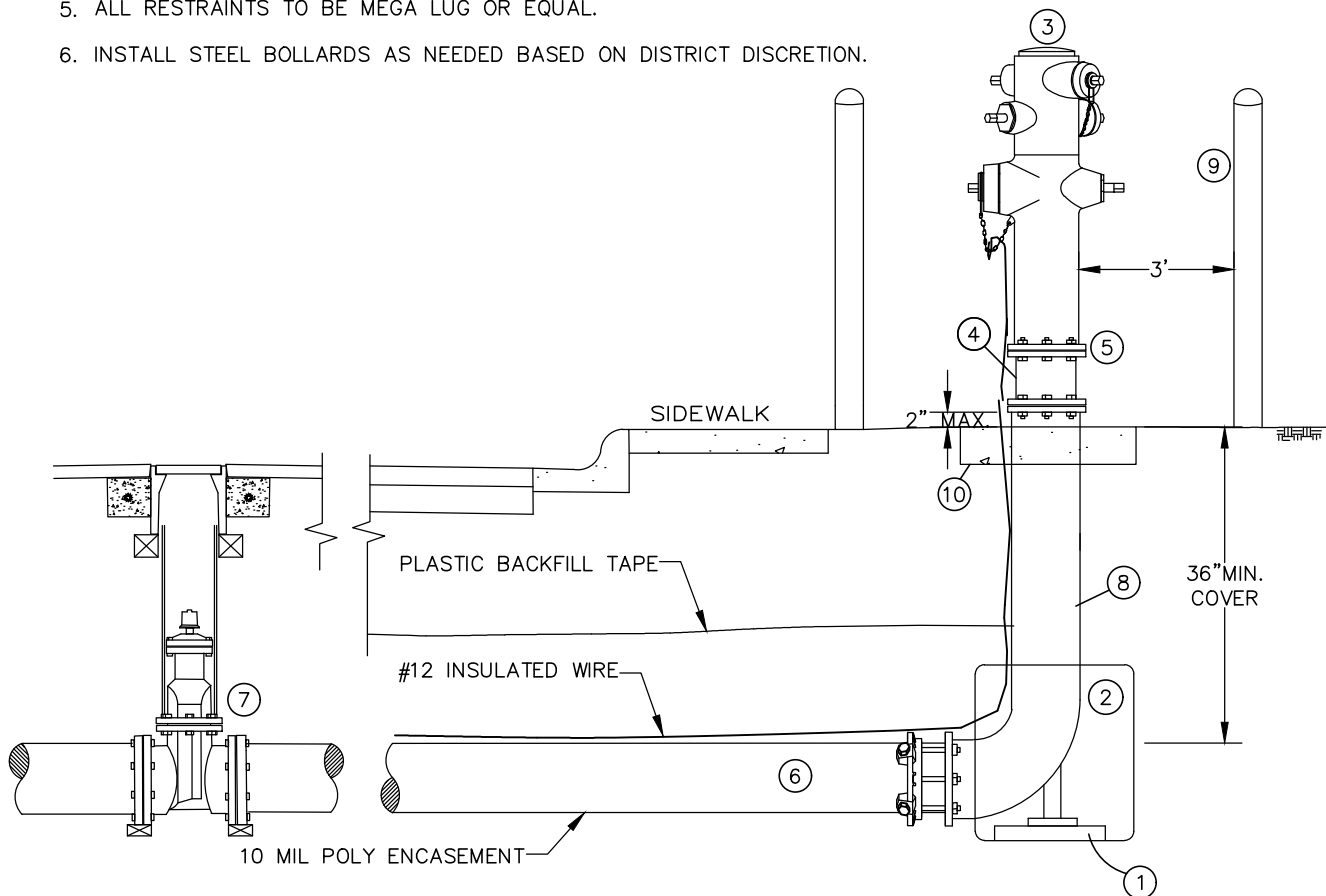
#### **4.29 Water Pipe Marking Tape**

Water pipe marking tape shall be as shown in the Standard Drawings, and marked "W/M Below". Manufacturers and materials include: Calpico Inc. (Tracer Tape-Non-Detectable 12" width), Reef Industries Inc., Terra Tape Extra Stretch 450 Material, or equal.

ATTACHMENT 3

NOTES:

- 1. FITTINGS SHALL BE DUCTILE IRON
- 2. VALVES AND FITTINGS SHALL BE WRAPPED IN 10 MIL. OR THICKER POLYETHYLENE.
- 3. VALVE SHALL BE A MINIMUM OF 12' FROM HYDRANT OR AT DISTRICT'S DISCRETION.  
USE APPROVED RESTRAINING JOINTS FROM VALVE TO HYDRANT BURY.
- 4. A MINIMUM 3 FOOT CLEAR AREA SHALL BE MAINTAINED AROUND THE FIRE  
HYDRANT.
- 5. ALL RESTRAINTS TO BE MEGA LUG OR EQUAL.
- 6. INSTALL STEEL BOLLARDS AS NEEDED BASED ON DISTRICT DISCRETION.



MATERIALS:

- ① BLOCKING
- ② CONCRETE SUPPORT AGAINST  
UNDISTURBED SOIL
- ③ CLOW 960 OR EQUAL - YELLOW
- ④ BREAK OFF CHECK VALVE (HYDRANT  
GUARD OR EQUAL)
- ⑤ BREAKAWAY BOLTS (BREAK POINT)  
PER CHECK VALVE MANUFACTURER
- ⑥ 6" DUCTILE IRON PIPE WITH MEGALUG OR EQUAL
- ⑦ 6" GATE VALVE PER (W-11)
- ⑧ FLANGE x MJ BURY
- ⑨ SCH. 40 STEEL BOLLARDS PER (W-14)
- ⑩ 3' SQUARE x 4" THICK CONCRETE HOLD BURY  
OR AT THE DISTRICT'S DISCRETION

CARMICHAEL WATER DISTRICT

7837 FAIR OAKS BOULEVARD  
CARMICHAEL, CALIFORNIA, 95608 - 6400

FIRE HYDRANT ASSEMBLY

WET BARREL

SCALE: NONE

APPROVED BY: GN

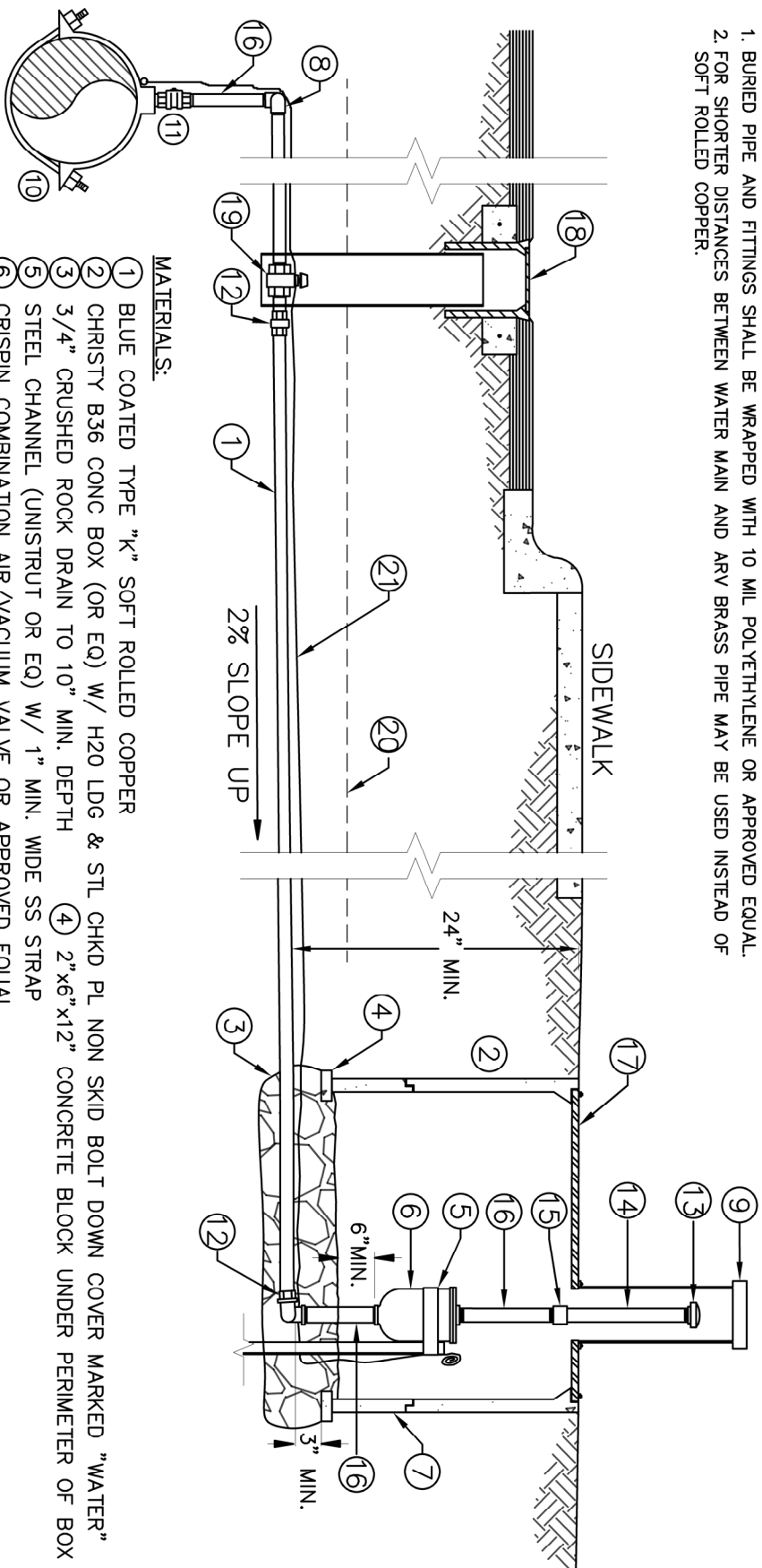
DATE: APRIL 2025

DRAWN BY: SR

W-12

**NOTES:**

1. BURIED PIPE AND FITTINGS SHALL BE WRAPPED WITH 10 MIL. POLYETHYLENE OR APPROVED EQUAL.
2. FOR SHORTER DISTANCES BETWEEN WATER MAIN AND ARV BRASS PIPE MAY BE USED INSTEAD OF SOFT ROLLED COPPER.



**MATERIALS:**

- ① BLUE COATED TYPE "K" SOFT ROLLED COPPER
- ② CHRISTY B36 CONC BOX (OR EQ) W/ H2O LDG & STL CHKD PL NON SKID BOLT DOWN COVER MARKED "WATER"
- ③ 3/4" CRUSHED ROCK DRAIN TO 10" MIN. DEPTH
- ④ 2"x6"x12" CONCRETE BLOCK UNDER PERIMETER OF BOX
- ⑤ STEEL CHANNEL (UNISTRUT OR EQ) W/ 1" MIN. WIDE SS STRAP
- ⑥ CRISPIN COMBINATION AIR/VACUUM VALVE OR APPROVED EQUAL
- ⑦ CHRISTY EXTENSION SPOOL (IF NECESSARY) OR EQUAL
- ⑧ SWING JOINT (2 - 90° FITTINGS)
- ⑨ PLACER WATERWORKS AV18-M (OR EQ) AIR VENT ENCL. BOLTED DOWN
- ⑩ BRONZE DOUBLE STRAP SERVICE SADDLE WITH ZINC COATED NUTS AND WASHERS FOR CATHODIC PROTECTION
- ⑪ CORPORATION STOP (SEE NOTE 7) SIZED PER ARV OUTLET
- ⑫ COMPRESSION JOINT
- ⑬ NPT MUSHROOM VENT CAP W/ SS SCREEN. BOTTOM VENTING (SIZED PER ARV OUTLET)
- ⑭ NPT SCH 80 PVC PIPE (SIZED PER ARV OUTLET)
- ⑮ NPT SCH 80 PVC PIPE (SIZED PER ARV OUTLET)
- ⑯ BRASS NIPPLE (SIZE PER ARV OUTLET)
- ⑰ PLACER WATERWORKS ARV COVER PW/218 - B36 (OR EQUAL) BOLTED DOWN
- ⑱ VALVE BOX W/ 6" X 6" CONC COLLAR WITH #4 REBAR AND 8" SDR RISER PIPE
- ⑲ NPT GATE VALVE (1" OR 2" TO MATCH ARV INLET SIZE)
- ⑳ 12" WIDE WARNING TAPE
- ㉑ #10 AWG LOCATING WIRE

**CARMICHAEL WATER DISTRICT**

**1" & 2" AIR RELEASE VALVE ASSEMBLY**

7837 FAIR OAKS BOULEVARD  
CARMICHAEL, CALIFORNIA, 95608 - 6400

SCALE: NONE

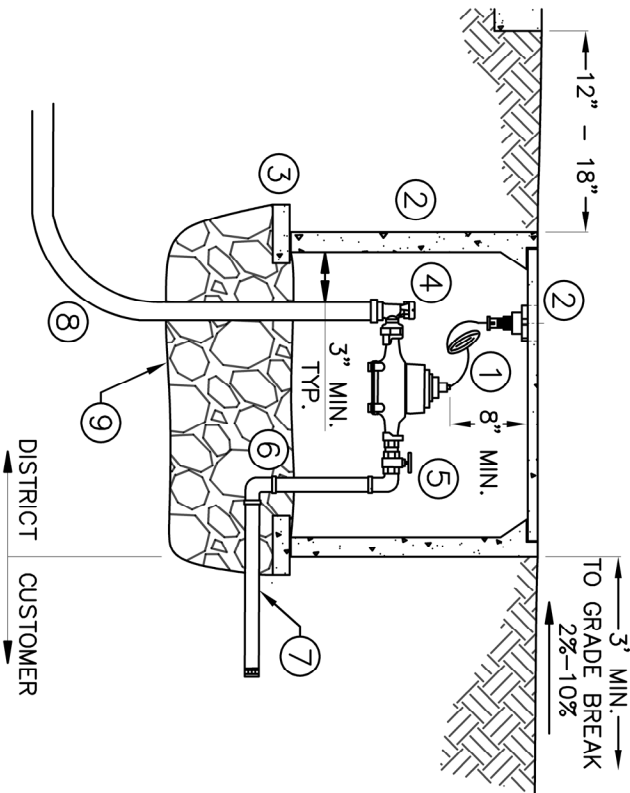
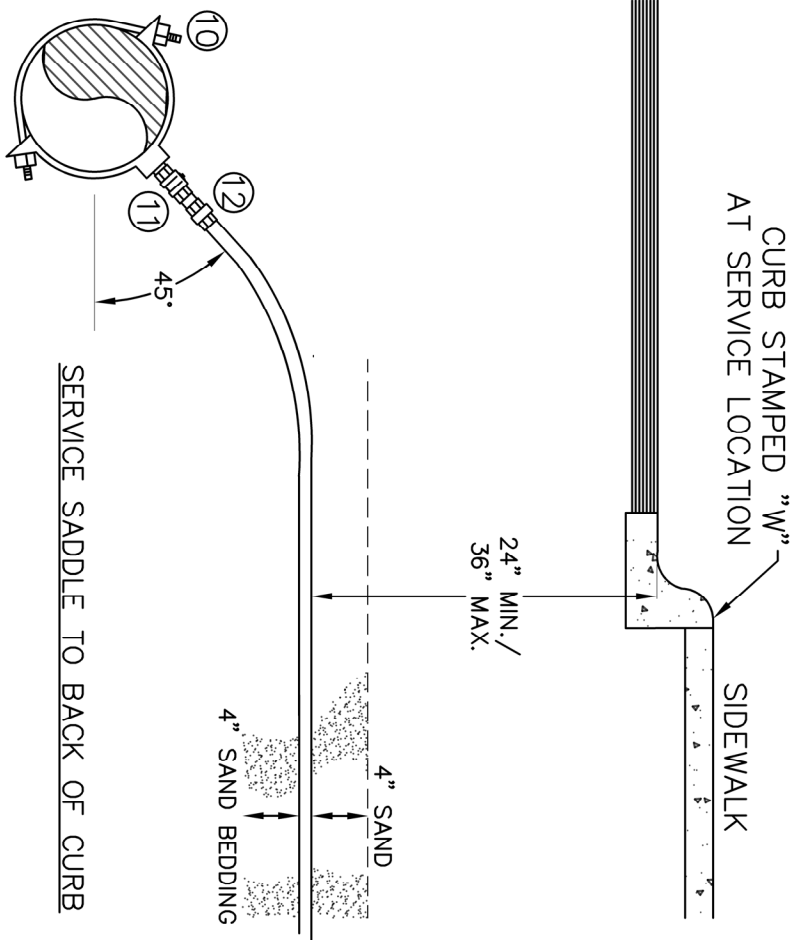
APPROVED BY: GN

DATE: JULY 2025

DRAWN BY: SR

**W-16**





BACK OF WALK TO METER BOX

NOTES:

1. WATER METERS AND TONGUE READ DEVICES SHALL BE PURCHASED THROUGH THE DISTRICT. PURCHASE INCLUDES INSTALLATION.
2. ALL BURIED PIPE AND FITTINGS SHALL BE WRAPPED WITH 10 MIL POLYETHYLENE OR APPROVED EQUAL.
3. SERVICE LINES TO BE BLUE COATED TYPE "K" SOFT ROLLED COPPER.
4. FOR BOX LOCATED IN ROADWAY, DRIVEWAY OR SIDEWALK THE BOX AND LID MUST BE POLYMER CONCRETE TIER 22 (HUBBELL OR EQ.). FOR BOX LOCATED IN LANDSCAPE THE BOX AND LID SHALL BE CONCRETE TIER 8 (CHRISTY OR EQ.).
5. NEPTUNE ERT HOLE SHALL BE RECESSED.
6. PACK JOINTS MAY NOT BE USED.
7. FOR TAPS MADE ON DUCTILE IRON PIPE ALL CORPORATION STOPS AND GATE VALVES SHALL BE DIELECTRIC.
8. FOR TAPS MADE ON OD STEEL PIPE USE FULL CIRCLE REPAIR CLAMP.
9. TAPS, SERVICE SADDLES, AND FITTINGS SHALL BE SEPARATED BY A MINIMUM OF 24 INCHES.
10. AT TAP TAPE AND POLYETHYLENE WRAP ALL EXPOSED FITTINGS.

MATERIALS:

- 1 METER (PURCHASED THROUGH DISTRICT)
- 2 B30 METER BOX WITH B30 LID WITH 2" NEPTUNE PROBE HOLE (SEE NOTES 4 AND 5)
- 3 2"x6"x12" CONCRETE BLOCKS AT PERIMETER OF BOX
- 4 ANGLE CURB STOP W/ LOCK WING (FIP X METER SWIVEL NUT)
- 5 METER SPUD WITH (WHEEL) GATE VALVE AND STREET 90 ELL
- 6 BRASS NIPPLE AND 90 ELBOW
- 7 BRASS NIPPLE TO 8" MIN. OUT OF BOX TO CUSTOMER
- 8 AGENCY COPPER LATERAL SWEEP INTO BOX
- 9 3/4" CRUSHED ROCK DRAIN TO 12" DEPTH
- 10 BRONZE DOUBLE STRAP SERVICE SADDLE WITH ZINC COATED NUTS AND WASHERS FOR CATHODIC PROTECTION
- 11 CORPORATION STOP (SEE NOTE 7)
- 12 COMPRESSION JOINT

STANDARD 1" SERVICE CONNECTION

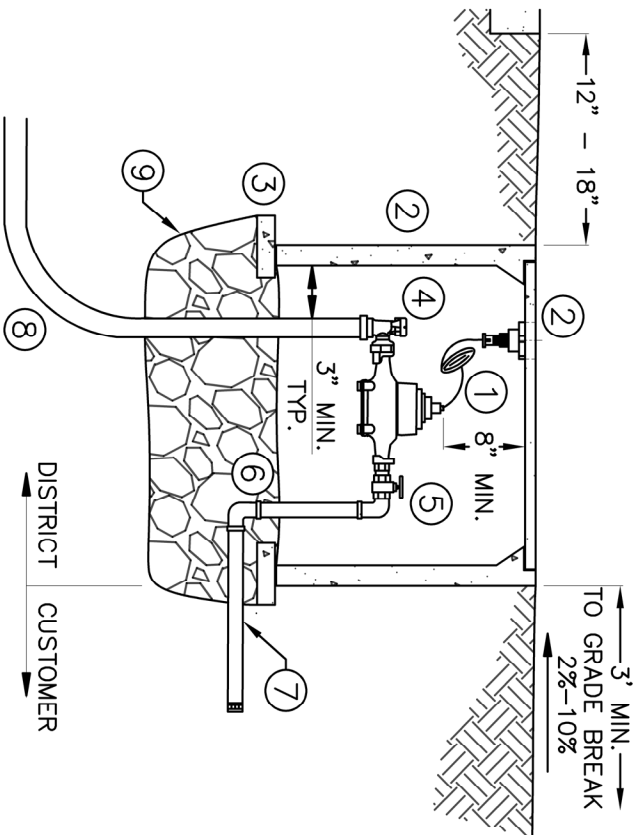
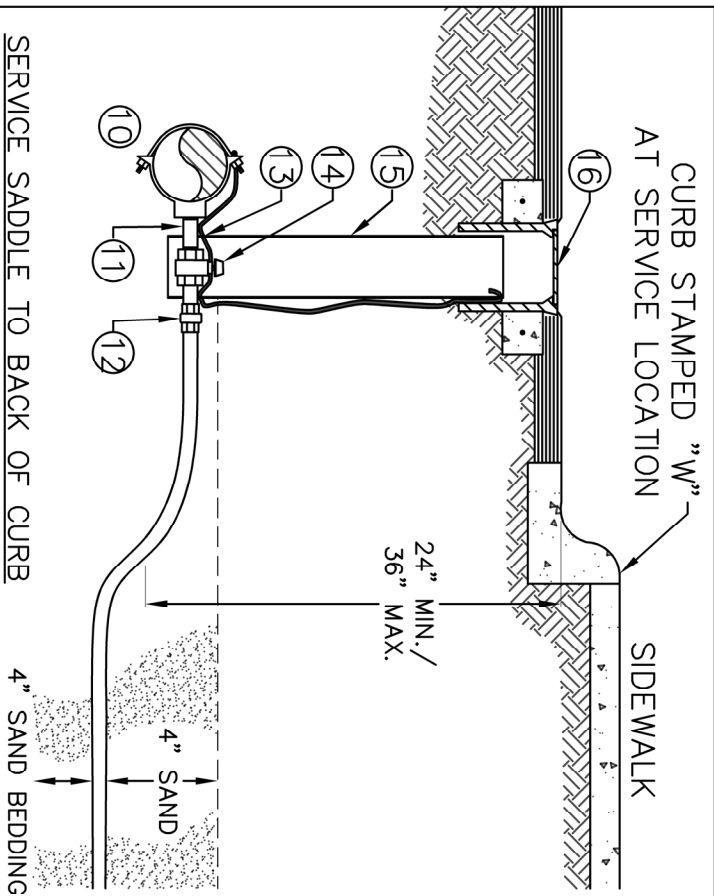
CARMICHAEL WATER DISTRICT

7837 FAIR OAKS BOULEVARD  
CARMICHAEL, CALIFORNIA, 95608 - 6400

SCALE: NONE  
DATE: JULY 2025

APPROVED BY: GN  
DRAWN BY: SR

W-21



- ### MATERIALS:

- (1) METER (PURCHASED THROUGH DISTRICT)
- (2) B36 METER BOX WITH B36 LID WITH 2" NEPTUNE PROBE HOLE  
(SEE NOTES 4 AND 5)
- (3) 2"x6"x12" CONCRETE BLOCKS AT PERIMETER OF BOX
- (4) ANGLE CURB STOP W/ LOCK WING (FIP X METER SWIVEL NUT)
- (5) METER SPUD WITH (WHEEL) GATE VALVE AND STREET 90 ELL
- (6) BRASS NIPPLE AND 90 ELBOW
- (7) BRASS NIPPLE TO 8" MIN. OUT OF BOX TO CUSTOMER
- (8) AGENCY COPPER LATERAL SWEEP INTO BOX
- (9) 3/4" CRUSHED ROCK DRAIN TO 12" DEPTH
- (10) BRONZE DOUBLE STRAP SERVICE SADDLE WITH ZINC COATED  
NUTS AND WASHERS FOR CATHODIC PROTECTION
- (11) 2"x6" NPT BRASS NIPPLE
- (12) 2" MIPxCOMP COUPLING
- (13) #10 AWG LOCATING WIRE
- (14) 2" NPT GATE VALVE W/ 2" SQ. OPERATING NUT (SEE NOTE 7)
- (15) 8" SDR RISER PIPE
- (16) VALVE BOX WITH 6"x6" CONC COLLAR W/ #4 REBAR

- NOTES:

1. WATER METERS AND TOUCH READ DEVICES SHALL BE PURCHASED THROUGH THE DISTRICT. PURCHASE INCLUDES INSTALLATION.
2. ALL BURIED PIPE AND FITTINGS SHALL BE WRAPPED WITH 10 MIL POLYETHYLENE OR APPROVED EQUAL.
3. SERVICE LINES TO BE BLUE COATED TYPE "K" SOFT ROLLED COPPER.
4. FOR BOX LOCATED IN ROADWAY, DRIVEWAY OR SIDEWALK THE BOX AND LID MUST BE POLYMER CONCRETE TIER 22 (HUBBELL OR EQ.). FOR BOX LOCATED IN LANDSCAPE THE BOX AND LID SHALL BE CONCRETE TIER 8 (CHRISTY OR EQ.).
5. NEPTUNE ERT HOLE SHALL BE RECESSED.
6. PACK JOINTS MAY NOT BE USED.
7. FOR TAPS MADE ON DUCTILE IRON PIPE ALL CORPORATION STOPS AND GATE VALVES SHALL BE DIELECTRIC.
8. FOR TAPS MADE ON OD STEEL PIPE USE FULL CIRCLE REPAIR CLAMP.
9. TAPS, SERVICE SADDLES, AND FITTINGS SHALL BE SEPARATED BY A MINIMUM OF 24 INCHES.
10. AT TAP TAPE AND POLYETHYLENE WRAP ALL EXPOSED FITTINGS.

## STANDARD 2" SERVICE CONNECTION

W-22

APPROVED BY: GN

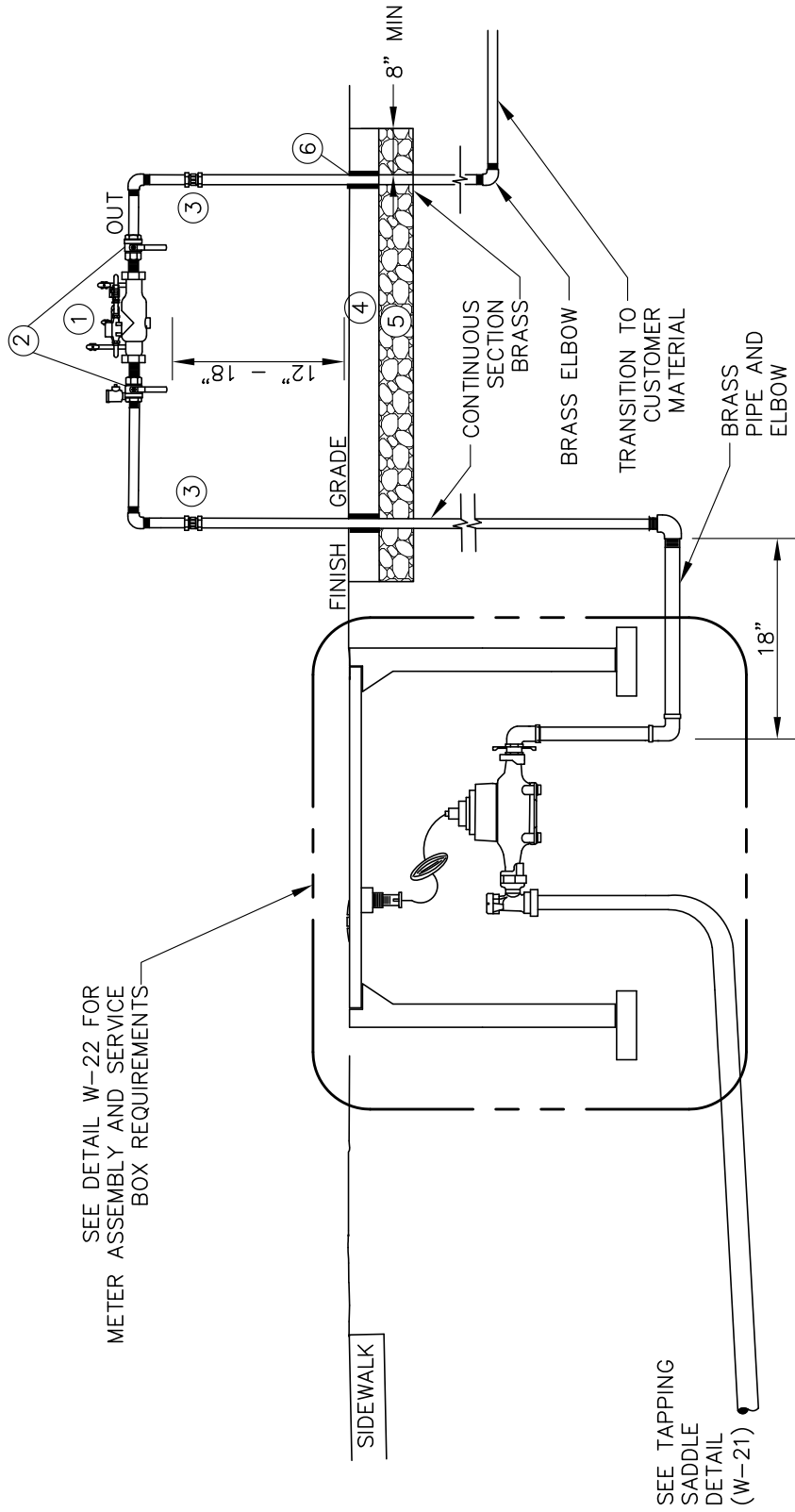
DRAWN BY: SR

SCALE: NONE

DATE: JULY 2025

# CARMICHAEL WATER DISTRICT

7837 FAIR OAKS BOULEVARD  
CARMICHAEL, CALIFORNIA, 95608 - 6400



SEE DETAIL W-22 FOR  
METER ASSEMBLY AND SERVICE  
BOX REQUIREMENTS

SEE TAPPING  
SADDLE  
DETAIL  
(W-21)

**MATERIALS:**

- ① REDUCED PRESSURE PRINCIPLE TYPE BACKFLOW DEVICE
- ② BALL VALVES
- ③ INSTALL (2) UNIONS
- ④ 36" WIDE x 4" THICK CONCRETE PAD OF VARIABLE LENGTH (12" NATIVE SOIL FOR LANDSCAPE AREA)
- ⑤ 3/4" AB, 4" THICK (3/4" AB, 12" THICK FOR LANDSCAPE AREA)
- ⑥ EXPANSION FILLER

**NOTES:**

- 1. NO WATER SHALL BE DRAWN THROUGH THE BACKFLOW DEVICE UNTIL IT HAS BEEN TESTED AND APPROVED BY THE DISTRICT.
- 2. ALL FITTINGS SHALL BE LEAD FREE, ALL PIPE SHALL BE BRASS OR RIGID COPPER.
- 3. WATER METERS SHALL BE PURCHASED THROUGH THE DISTRICT. PURCHASE INCLUDES INSTALLATION.
- 4. THE BACKFLOW DEVICE SHALL BE INSULATED WITH A DISTRICT APPROVED FREEZE PROTECTION BAG OR CAGE.
- 5. BURIED PIPE AND FITTINGS SHALL BE WRAPPED WITH 10 MIL POLYETHYLENE OR APPROVED EQUAL.

**CARMICHAEL WATER DISTRICT**

7837 FAIR OAKS BOULEVARD  
CARMICHAEL, CALIFORNIA, 95608 - 6400

**1" & 2" SERVICE LINE  
WITH RP STYLE BACKFLOW**

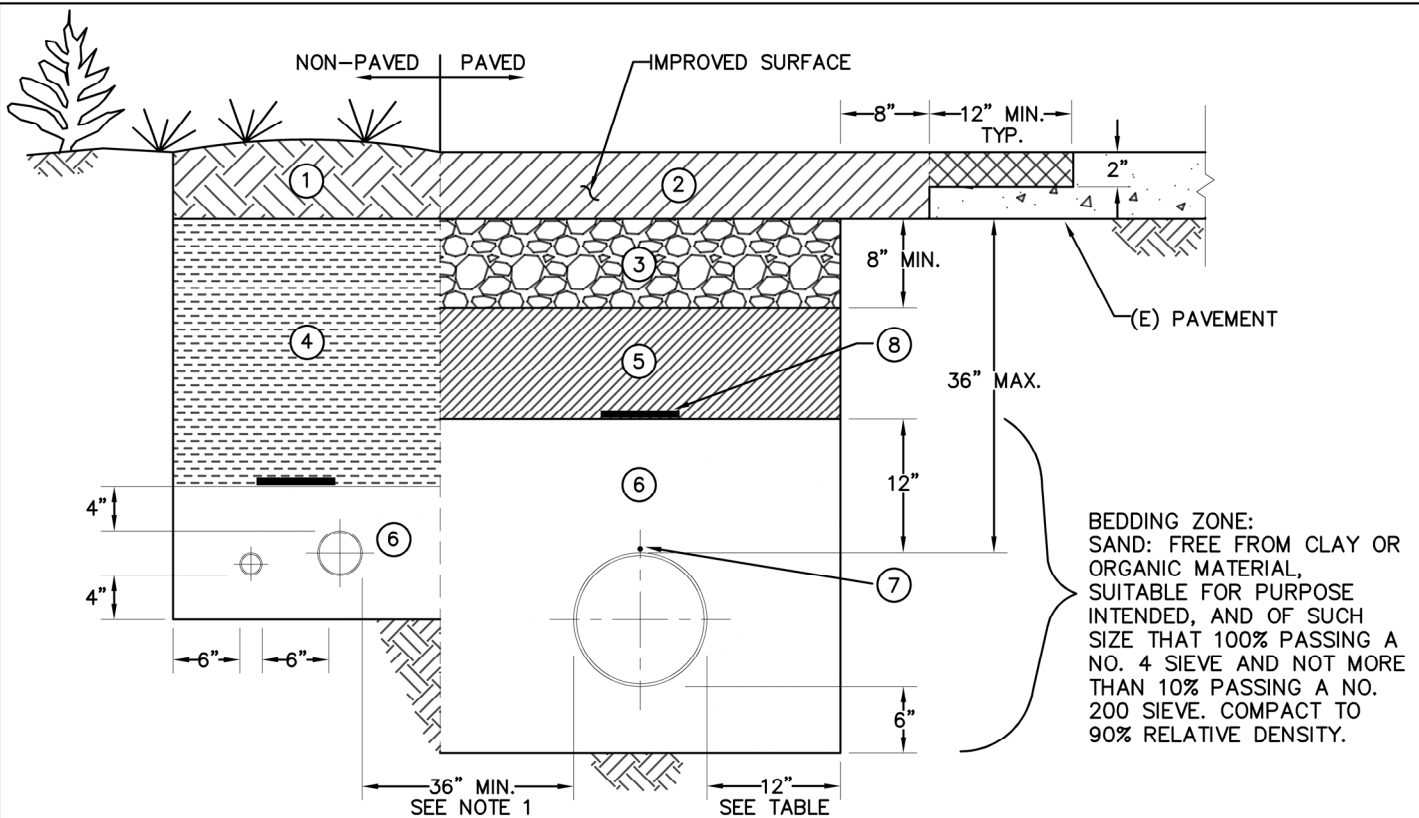
SCALE: NONE

APPROVED BY: GN

DATE: JUNE 2025

DRAWN BY: SR

**W-23**



#### MATERIALS:

- ① 6" MINIMUM TOPSOIL, RESTORE LANDSCAPE TO ORIGINAL CONDITION
- ② 4" TO 6" THICK ASPHALT CONCRETE TO MATCH EXISTING
- ③ 8" MINIMUM 3/4" AGGREGATE BASE AT 95% COMPACTION
- ④ FINAL BACKFILL SHALL BE 1.5" MINUS AT 90% MIN. COMPACTION
- ⑤ INTERMEDIATE NATIVE BACKFILL AT 95% COMPACTION SEE SACRAMENTO COUNTY SPECIFICATIONS (MUST MEET OR EXCEED)
- ⑥ SAND BEDDING - 4" MIN. DEPTH BELOW PIPE FOR DIA.  $\leq 4"$  AND 6" MIN. DEPTH BELOW PIPE FOR DIA.  $> 4"$   
- 4" MIN. FILL ABOVE PIPE FOR DIA.  $\leq 4"$  AND 12" MIN. FILL ABOVE PIPE FOR DIA.  $> 4"$
- ⑦ #10 AWG, SINGLE STRAND SOFT DRAWN COPPER WIRE W/ 1/8" PVC INSULATION; TAPE TO TOP OF PIPE AT 10' INTERVALS
- ⑧ PLASTIC WARNING TAPE LOCATED ON TOP OF BEDDING ZONE

#### 18" MIN. TRENCH - SIDEWALL CLEARANCES

PIPE DIAMETER (IN.)	MIN. SIDEWALL (IN.)
1.5 - 8	6
12, 16, 18	12
24	18
$\geq 30$	PER PLANS

#### NOTES:

1. MINIMUM 36" BETWEEN MAINLINES OR LATERALS W/ DIA.  $\geq 4"$ , AND MINIMUM 6" BETWEEN LATERALS W/ DIA.  $< 4"$  AND/OR MAINLINES W/ DIA.  $\geq 4"$ .
2. COMPLY FULLY WITH 29 CFR PART 1926 OSHA SUBPART P EXCAVATIONS AND TRENCHES REQUIREMENTS.
3. CONTRACTOR TO SECURE TRENCH FOR SAFE ACCESS PER OSHA REQUIREMENTS FOR INSPECTIONS AND TESTING.
4. BACKFILL MATERIALS, AGGREGATE BASE, PAVEMENT MATERIALS AND CONCRETE FOR CURBS, GUTTERS AND SIDEWALKS SHALL COMPLY WITH THE COUNTY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD COUNTY DRAWINGS.
5. BACKFILL SHALL BE MECHANICALLY CONSOLIDATED AND SHOVEL SLICED UNDER THE HAUNCHES OF THE PIPE.
6. IN ROCKY OR UNYIELDING SOIL, THE TRENCH SHALL BE EXCAVATED A MINIMUM OF 12" BELOW THE PIPE AND THE TRENCH WIDTH SHALL BE INCREASED BY 12".
7. ONE 12" STRIP OF BACKFILL TAPE SHALL BE USED FOR ALL PIPES 12" AND SMALLER. FOR PIPES LARGER THAN 12", INSTALL ONE ADDITIONAL STRIP PER 12" ADDITIONAL DIAMETER OR FRACTION THEREOF.
8. ALL SOIL COMPACTION PERCENTAGES ARE TO BE BASED ON ASTM D1557.

### CARMICHAEL WATER DISTRICT

7837 FAIR OAKS BOULEVARD  
CARMICHAEL, CALIFORNIA, 95608 - 6400

### TRENCH SECTIONS, BACKFILL, AND NOTES

SCALE: NONE

APPROVED BY: GN

DATE: JULY 2025

DRAWN BY: SR

**W-2**

## **General Manager's Report July 2025**

---

### **1. FY 26 Community Project Funding Request**

Congressman Bera included the District's Ranney Collectors Well Screens Replacement Project, in the amount of \$3.5M, among the five projects he selected for the FY 26 Community Project Funding Request. The funding has been included in the Department of Interior/Environmental Protection Agency FY 26 Appropriations Bill.

### **2. Sacramento Regional Water Bank**

The District, along with 4 other water districts who have a previously banked water balance, funded a modeling study to assess the amount of water still remaining in the basin. Staff recommends that the Board meet to discuss the analysis with RWA staff and the District's counsel.

### **3. Water Rate Study**

Staff has provided all data to the Water Rate Study consultant who has provided options for preliminary rate adjustments to be reviewed with the Finance Committee. Staff expects to set a Finance Committee meeting at the end of month to receive direction from the Finance Committee.

### **4. La Sierra Aquifer Storage and Recovery Well Completion**

Staff has received a tentative delivery schedule for the remaining well equipment. The well is expected to be completed in late fall/early winter. Staff is planning a ribbon cutting event and will coordinate with the Board, the funding agencies, and community interest groups.

### **5. Leadership Alignment for Strategic Plan**

District's senior managers met with a consultant from Strategic Edge to further develop the vision and values for the Strategic Plan. There will be 1 to 2 more meetings to develop plan's action items. A set of draft core values, completion strategy, 3-year goals and 1-year priorities for the Board to review. Staff is working on quarterly tasks and key performance indicators at the management level. A complete draft of the strategic plan will be presented to the Board before the August Board meeting.

---

*This page intentionally left blank.*

# **CARMICHAEL WATER DISTRICT**

## **July 2025 Engineering Department Report**

### **Engineering Manager, Greg Norris P.E.**

#### **CAPITAL IMPROVEMENT PROJECTS**

La Sierra ASR Well Project: Minimal progress since last month's report. The project has slowed until the switchgear and related electrical controls are delivered. The contractor Sierra National has received an estimate from its supplier that those components should be delivered in August 2025.

Winding Way ASR Well Project: A contractor selection has been made based on the Progressive Design Build (PDB) proposals submitted last month. See Board Memo for this month. Buried conduit for electrical service to the District owned residence has been installed. Currently the District is waiting for SMUD to pull the power supply lines through the conduit and reconnect service to the house.

Ladera ASR Well Project: A contractor selection has been made based on the Progressive Design Build (PDB) proposals submitted last month. See Board Memo for this month.

La Vista Tank and Booster Well Project: See monthly Informational Board Memo.

SCADA Project: An RFP was released on July 2, 2025 for the integration of the VTSCADA software and installation of new hardware into the Districts SCADA system. The proposals are due on August 8, 2025. A Progressive Design Build process will be used to select a contractor and to carry out the contract..

Garfield Well Backup Generator Project: Equipment is still on order.

Claremont Pipeline Engineering Design: A contract with Flowline to complete the work was approved by the District Board at the June regular meeting and executed on June 27, 2025. A Notice to Proceed was issued also on June 27, 2025.

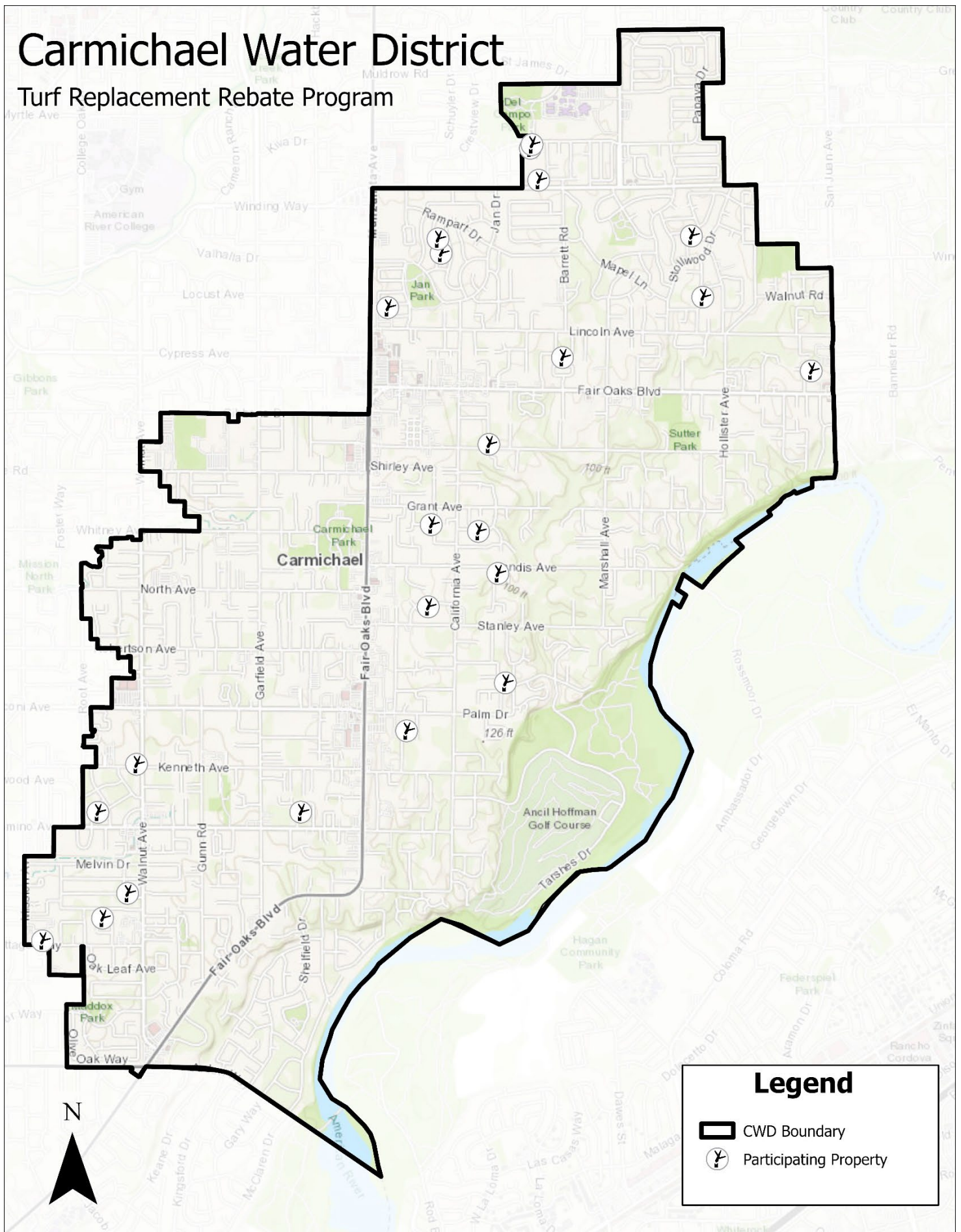
#### **MISCELLANEOUS**

Turf Replacement: With the 6 month remaining on the WaterSMART USBR grant, staff have completed 23 projects providing \$34,182 in rebates which replaced 27,343 square feet of turf.



# Carmichael Water District

## Turf Replacement Rebate Program





# CARMICHAEL WATER DISTRICT

## JUNE 2025 BILLING DEPARTMENT REPORT

### Billing Supervisor, Cecilia D.

In comparison to May's Billing, there was an Increase of 39% in Billing Units and Total Billing was up 19%. Year to date Billing Units were 10% higher overall than last year, and Total Billing was 14% higher.

BILLING ACTIVITY				FY 24-25		FY 23-24		Previous Year Billing Totals % Difference
Billing Period	Billing Units*	Usage Charges	Service Charges	Billing Totals		Billing Totals	Billing Units*	
July	570,814	\$ 1,290,039	\$ 820,065	\$ 2,110,104		\$ 1,681,005	449,410	26%
August	487,443	\$ 1,101,622	\$ 820,357	\$ 1,921,979		\$ 1,834,038	523,315	5%
September	453,927	\$ 1,025,876	\$ 820,304	\$ 1,846,180		\$ 1,573,781	397,982	17%
October	372,814	\$ 842,560	\$ 820,422	\$ 1,662,982		\$ 1,449,177	337,834	15%
November	220,319	\$ 497,922	\$ 820,542	\$ 1,318,464		\$ 1,198,159	216,445	10%
December	141,063	\$ 318,803	\$ 820,607	\$ 1,139,410		\$ 1,063,486	151,575	7%
January	155,497	\$ 384,078	\$ 898,690	\$ 1,282,768		\$ 1,146,764	143,529	12%
February	120,573	\$ 297,815	\$ 898,127	\$ 1,195,942		\$ 1,082,539	115,430	10%
March	134,533	\$ 332,296	\$ 898,327	\$ 1,230,623		\$ 1,110,361	127,799	11%
April	215,800	\$ 533,026	\$ 898,656	\$ 1,431,682		\$ 1,191,150	163,201	20%
May	326,918	\$ 807,488	\$ 898,456	\$ 1,705,944		\$ 1,478,165	289,076	15%
June	455,591	\$ 1,125,309	\$ 898,522	\$ 2,023,831		\$ 1,782,139	422,549	14%
<b>YTD Totals</b>	<b>3,655,293</b>	<b>\$ 8,556,834</b>	<b>\$ 10,313,076</b>	<b>\$ 18,869,909</b>		<b>\$ 16,590,763</b>	<b>3,338,145</b>	<b>14%</b>

\* 1 Unit = 100 CCF (Centum Cubic Feet) = 748 Gallons.

Billing Units are based on current meter reading period, i.e., Current Billing Period =5/22/25 – 6/23/25, and may differ from Production reported numbers due to the meter read billing cutoff dates.

### COLLECTIONS: Processed & Total Outstanding A/R Amounts

Of the nine accounts whose water has been turned off due to non-payment, seven of them are vacant. The Total 61-90 Days column displays the delinquent amounts that will be targeted on July's final notice and collections processes. The Outstanding A/R amounts reflect what was still owing at month end, this is 10% of the amount billed, or approximately 1,175 customers.

Date	Total on APS*	Total Off	Total # Liened	Total \$ Liened	Total 61 - 90 Days	Total Outstanding A/R **
June 2024	0	14	8	\$ 5,099	\$ 12,286	\$ 248,577
<b>FY 24-25</b>						
July	0	10	7	\$ 3,088	\$ 9,242	\$ 247,101
August	1	9	7	\$ 3,020	\$ 8,226	\$ 304,965
September	0	7	7	\$ 3,044	\$ 12,683	\$ 242,173
October	0	7	7	\$ 3,068	\$ 14,012	\$ 306,843
November	0	7	7	\$ 4,165	\$ 22,933	\$ 365,946
December	0	7	6	\$ 2,637	\$ 27,604	\$ 207,399
January 2025	1	8	6	\$ 2,658	\$ 18,829	\$ 152,486
February	1	9	8	\$ 3,906	\$ 17,127	\$ 191,962
March	1	6	5	\$ 2,222	\$ 11,813	\$ 114,472
April	1	10	5	\$ 2,239	\$ 14,272	\$ 142,051
May	1	7	7	\$ 3,186	\$ 14,645	\$ 149,992
June	1	9	7	\$ 3,211	\$ 13,268	\$ 175,930

\* APS = Alternative Payment Schedule

\*\* Includes Total Liened and 61-120 Days Amounts

---

*This page intentionally left blank.*

# CARMICHAEL WATER DISTRICT

## Production Superintendent, DAVID BIAGI

### June 2025 Water Production Board Report

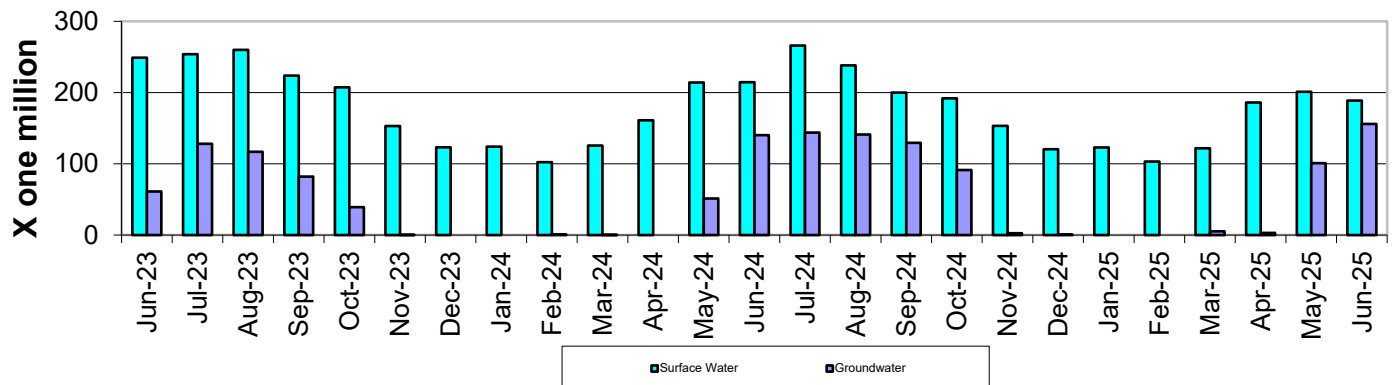


**Rainbow Bridge**

#### CWD Monthly Water Production 2015-2025

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	MGD Totals	Acre/Ft
2024-25	409.91	379.28	329.43	283.13	155.68	117.11	122.95	103.10	127.03	188.90	302.12	344.62	2863	8787
2023-24	381.87	376.96	305.79	246.50	153.18	123.06	114.25	102.90	125.55	160.99	265.26	354.84	2712	8322
2022-23	371.77	358.96	299.37	267.16	149.16	124.91	115.19	107.14	109.89	165.79	255.81	310.23	2635	8088
2021-22	381.78	354.31	318.00	232.62	127.07	114.90	116.95	138.86	181.17	183.76	282.17	327.46	2759	8467
2020-21	408.04	402.05	335.66	294.53	188.58	140.24	125.19	110.64	145.91	237.20	332.59	371.58	3092	9490
2019-20	378.84	381.60	314.85	259.58	201.55	122.39	113.09	135.71	153.23	181.81	281.40	360.18	2884	8851
2018-19	387.57	361.56	314.04	259.22	187.67	121.80	111.84	96.07	109.20	158.03	226.19	317.21	2650	8134
2017-18	399.61	383.76	323.74	270.59	140.87	129.07	113.92	117.16	115.88	148.80	258.57	335.23	2737	8400
2016-17	357.82	353.35	299.41	193.38	123.16	115.61	113.47	96.26	116.84	123.76	268.14	332.52	2494	7653
2015-16	287.66	283.68	259.99	213.09	128.89	107.92	100.49	97.72	107.12	148.87	219.44	308.84	2264	6947
<b>Avg.</b>	<b>376.49</b>	<b>363.55</b>	<b>310.03</b>	<b>251.98</b>	<b>155.58</b>	<b>121.76</b>	<b>114.73</b>	<b>110.56</b>	<b>129.18</b>	<b>169.79</b>	<b>269.17</b>	<b>336.28</b>	<b>2709</b>	<b>8314</b>
<b>Daily</b>	<b>12.14</b>	<b>11.73</b>	<b>10.33</b>	<b>8.13</b>	<b>5.19</b>	<b>3.93</b>	<b>3.70</b>	<b>3.95</b>	<b>4.17</b>	<b>5.66</b>	<b>8.68</b>	<b>11.21</b>		

#### CWD Combined Surface & Ground Water Usage



June CWD Total Production		MG
Surface Water	55%	188.788
Groundwater	45%	155.834

Production	Up/ Down	Month	Up/ Down	10-Year Running Average
Production from same month last year	Down	3%	Up	2.5%
June 2025 Average Daily Production		11.49 MG		
Peak Day – June 29th		12.51 MG		

**GSWC Delivery:** CWD delivered 135.140 MG or 414.24 Acre/Ft to GSWC in June.

There were two (2) water quality complaints in June. Each complaint was promptly investigated, and the area was thoroughly flushed when necessary.

#### Water Quality Activity

- ✓ Taste & Odor: 1
- ✓ Color: 0
- ✓ Turbidity (Air): 1
- ✓ Suspended Solids: 0
- ✓ Low Pressure: 0

#### Backflow Devices Tested

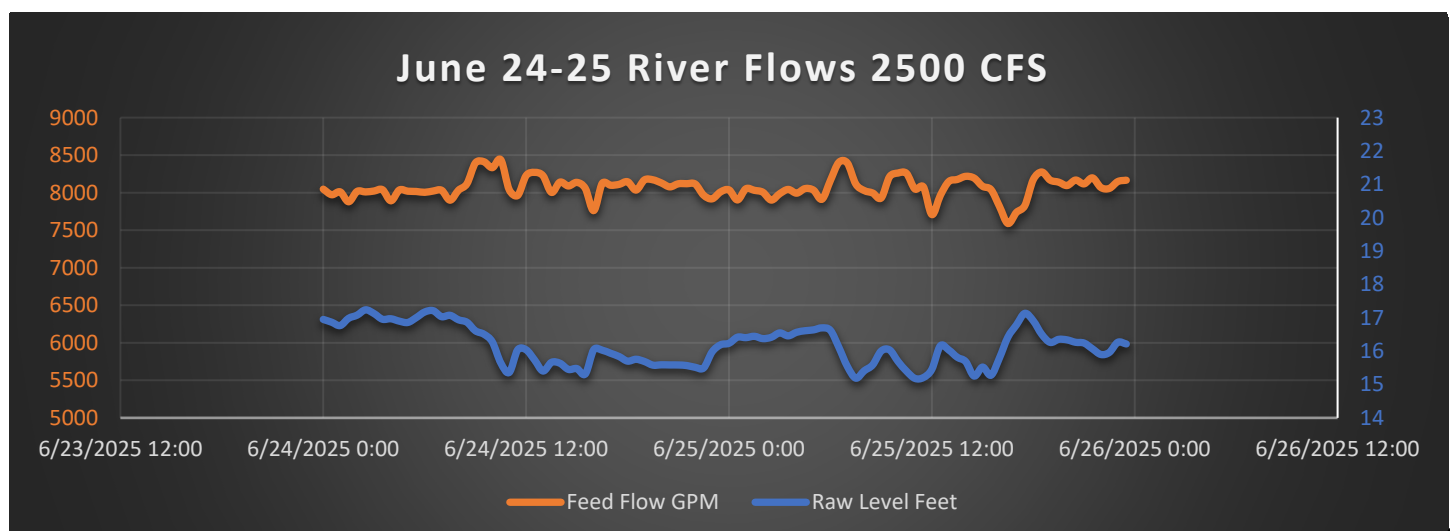
- ✓ Tested: 42
- ✓ New Devices: 0
- ✓ Failed Tests: 2

#### Maintenance Activity

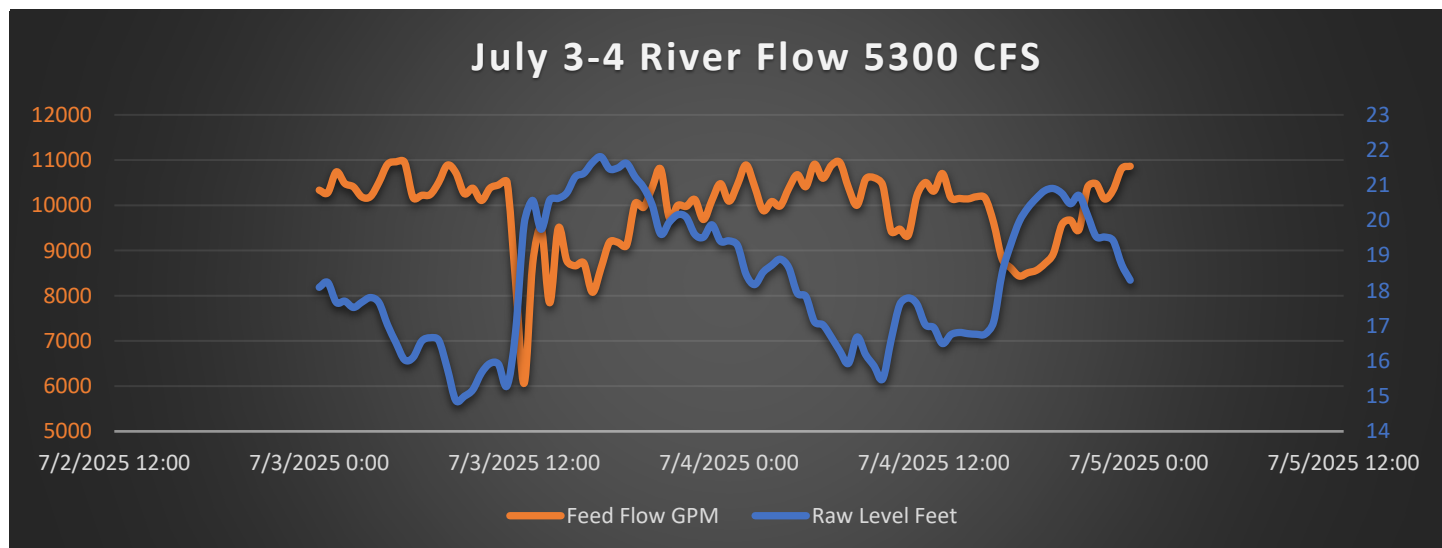
- ✓ Secondary Cl2 CIP: 3
- ✓ Instrument Calibrations: 7
- ✓ Module Install: 30
- ✓ Module Repair: 35
- ✓ Valve Repair: 1

**American River Flows:** Summer temperatures have remained mild, while demands have steadily increased as we move into July. Production staff closely monitor flows into the plant and water levels at the Ranney collectors and raw water caisson. Throughout June, releases from Folsom Dam stayed steady at 2,500 cubic feet per second (CFS), with daily surface water production averaging 10.798 million gallons per day (MGD). On July 1st, the flow from Folsom Dam was increased to 5,300 CFS, and the average daily production during the first week of July rose to 13.185 MGD. Water levels in the Ranney collectors and raw water caisson continue to reach the lower pumping limits, but during periods of lower demand, the aquifer recovers quickly due to higher river flow. In June, recovery levels reached 17 feet of water in the raw water caisson. In contrast, July's river flows have allowed the caisson to fill to 22 feet during recovery periods. District groundwater use has decreased thanks to increased pumping capacity at the treatment plant. The La Vista Well is being used to fill the 3-million-gallon reservoir, supplying an average of 2 MGD. Total groundwater usage on June 30th was 5.4 MG, and on July 7th, it was 2.86 MG.

Staff will continue to use as much surface water as possible and use groundwater strategically to preserve aquifer levels. With the current American River flows, our goal is 13.5 to 14 MGD. This includes our daily delivery of 4.5 million gallons to Golden State Water Company.



This graph displays a two-day period in June with river flows at 2500 CFS. With steady demand on the river between 7500 gpm and 8500 gpm, the raw water caisson level fluctuated between 15 and 17 feet. The aquifer reacted quickly to a 500 gpm increase in demand, reducing our maximum pumping time to 3 hours at 8,500 gpm.



This graph illustrates a two-day period in July when river flows reach 5,300 CFS. Production staff have a higher maximum flow into the plant and can operate pumps for 12 hours at a rate of 10,000 to 11,000 gallons per minute (gpm). As demand declines, the caisson recovers swiftly, readying itself for the next high-demand cycle.

---

*This page intentionally left blank.*



**CARMICHAEL WATER DISTRICT**  
**DISTRIBUTION SUPERINTENDENT, Lucas Campbell**  
**June 2025 Water Distribution Board Report**

**June CIP/ O&M Repair Work**

**Capital Improvements/Replacements**

- Service Line: 9
- Fire Hydrant: 0
- Main Line Valve: 0
- New Construction Meters: 0
- New Hydrant Valve: 1
- Air Relief Valves – 0
- Meter Body Change Out: 44

**O and M Repair Work**

- Service Line: 2
- Fire Hydrant: 1
- Main Line: 0
- Meter Boxes: 2
- Main Line Valve Boxes: 0
- Registers Change Out: 6
- Hydrant Inspections: 1
- Valves Exercised: 7
- Antenna: 4

**Customer Assist**

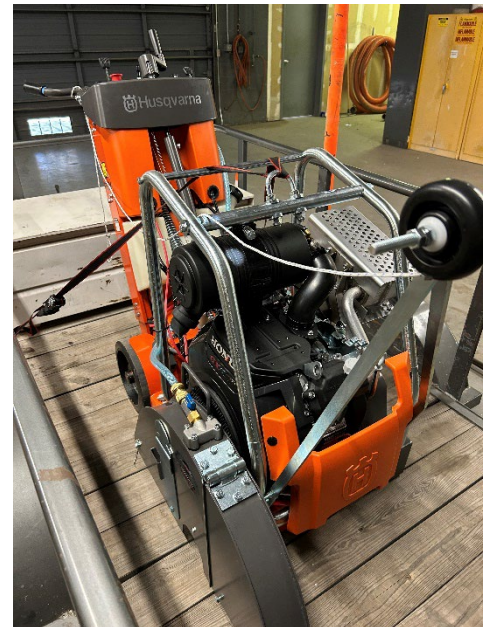
- Call Outs: 56
- Private Repairs: 11
- Water Waste: 21
- Lock/Unlock: 11
- High/Low Pressure: 0
- USA: 122

**CWD Walk behind Concrete Saw**

When excavating in the street, sidewalk, or driveway, the Distribution Department typically uses a walk-behind concrete saw to cut through hardscape surfaces. This type of saw produces clean, straight lines while cutting deep enough to remove the necessary material for repairs or infrastructure upgrades. Creating a precise cut line not only facilitates easier and more seamless replacement of the surface after the work is complete, but also offers significant safety benefits for workers.

When appropriate, the use of a walk-behind concrete saw eliminates the need for jackhammers, thereby reducing exposure to repetitive vibrations of the hands and arms, minimizing heavy lifting, and helping to prevent workplace injuries. This makes it an essential tool for both efficiency and employee well-being.

The District's previous walk-behind concrete saw had been in service for over 20 years and had reliably supported countless projects. However, due to significant wear and mechanical issues—including an inability to track straight—it was no longer suitable for continued use. In response, the District recently purchased a new walk-behind concrete saw designed to accommodate a larger blade, allowing for deeper cuts. The new equipment will ensure straighter lines, improve operational efficiency, and most importantly, continue to support the health and safety of our staff.







## **CWD Spoils Management**

Over the past six months, CWD has taken over its own spoils management. Previously, CWD paid a contractor to haul all unscreened spoils off-site. These unscreened materials included native soil, rock, asphalt, concrete, and vegetation. The contractor was granted weekend access to the corporation yard to remove the mixed spoils to an undisclosed location.



Hauling mixed spoils long distances is inefficient, as truck capacity is not optimized due to the irregular size and composition of the material. Additionally, the cost to dispose of mixed spoils is high—approximately \$340 per ton. However, if the materials are separated, many commercial facilities accept them at no cost. For example, asphalt and concrete that have been screened and are free of dirt can be dumped at Teichert for free. These materials are then crushed and recycled to produce new aggregate products.

Crews have been hauling all un-sifted spoils to the Garfield well site for stockpiling. In May 2025, CWD purchased a grizzly dirt screen (a large screen used to separate dirt from other materials) to facilitate material separation and recycling. Crews have supported this new process and have successfully recycled roughly 40 tons of asphalt and concrete. This approach has also enabled CWD to reuse the screened native soil as clean backfill for projects, eliminating the need to purchase dirt from external suppliers



## **Current Projects (Continued)**

- **Claremont/Fair Oaks Blvd Water main/AC Overlay Project:** Flow Line has been awarded the contract for the Claremont/ Fair Oaks Blvd. project. Currently a pre-construction meeting is being scheduled to go over details and expectations. During this meeting a start date will be established.
- **Ancil Hoffman and River Bend Park Overlay Project (Continued):** The District has received the “C” plans for this project. The paving portion of this project will start at the intersection of California Ave. and Tarshes Way, working east into Ancil Hoffman Park to the club house and driving range. District forces are required to lower then raise all main line valve boxes (12 projected) within the limits of construction.
- **Sacramento County AC Overlay Phase D (Continued):** The District has received “A” plans for an additional overlay project in the areas of Kenneth Ave, west of Walnut Ave continuing south to El Camino Ave. Upon completion of the overlay project, there will be a three (3) year utility trench cut moratorium. In anticipation of this project and the three year moratorium, District staff will be upgrading many water service laterals and saddles at the main. Making these upgrades will help ensure CWD from having to perform construction in the roadway. Staff will GPS all facilities within the limits of the project and update the District map as needed.

---

*This page intentionally left blank.*

# BOARD OF DIRECTORS

## JUNE 2025 MEETING ATTENDANCE

### MEETINGS ATTENDED

### DIRECTORS

DATE	DESCRIPTION	DAVIS	EMMERSON	NELSON	GREENWOOD	SELSKY
6/13 6/17						
6/25	CWD - Training/Meeting				3	
6/16	CWD - Regular Board Meeting		1	1	1	
6/17	RWA - Meeting				1	
6/12	SGA - Meeting			1		
6/4	Water Forum			1		
<b>TOTAL MEETINGS ATTENDED</b>		<b>0</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>0</b>

## JUNE 2025 EXPENSE COMPENSATION/REIMBURSEMENT

### MEETINGS COMPENSATED

DATE	DESCRIPTION	DAVIS	EMMERSON	NELSON	GREENWOOD	SELSKY
5/12 5/13	ACWA Spring Conference		1	1		
5/9 5/14 5/20						
6/13 6/17	CWD - Training/Meeting				5	
6/16	CWD - Regular Board Meeting		1	1	1	
5/23	CWD - Special Board Meeting			1	1	
5/27	RWA - Executive Committee				1	
6/4	Water Forum			1		
<b>TOTAL # COMPENSATED</b>		<b>0</b>	<b>2</b>	<b>4</b>	<b>8</b>	<b>0</b>
<b>TOTAL \$ COMPENSATED</b>		<b>\$0.00</b>	<b>\$304.00</b>	<b>\$608.00</b>	<b>\$1,216.00</b>	<b>\$0.00</b>
<b>*TOTAL REIMBURSEMENTS</b>		<b>\$0.00</b>	<b>\$303.06</b>	<b>\$567.97</b>	<b>\$121.83</b>	<b>\$0.00</b>

## FISCAL YEAR 2024-2025 SUMMARY

	DAVIS	EMMERSON	NELSON	GREENWOOD	SELSKY
<b>FYTD # MEETINGS ATTENDED</b>	<b>26</b>	<b>24</b>	<b>28</b>	<b>57</b>	<b>33</b>
<b>FYTD # MEETINGS COMPENSATED</b>	<b>16</b>	<b>21</b>	<b>29</b>	<b>57</b>	<b>32</b>
<b>FYTD \$ MEETINGS COMPENSATED</b>	<b>\$2,432.00</b>	<b>\$3,192.00</b>	<b>\$4,408.00</b>	<b>\$8,664.00</b>	<b>\$4,864.00</b>
<b>FYTD EXPENSE REIMBURSEMENTS</b>	<b>\$0.00</b>	<b>\$1,646.93</b>	<b>\$567.97</b>	<b>\$1,745.00</b>	<b>\$91.06</b>