

POLICIES AND PROCEDURES OF  
THE SAN LORENZO VALLEY WATER DISTRICT  
(Adopted FEBRUARY 4, 2016)

## REVISIONS

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## **Article I. GENERAL PROVISIONS**

### Section 1.01 General

- (a) The manager shall institute measures to continually monitor the sources and facilities of the District to assure the adequacy of such sources and facilities to supply the customers of the District, both present and prospective. Members of the District's staff shall be encouraged and directed to report to the manager any changes in the sources and facilities which might affect in any way the capability of the District to supply its customers, present and prospective. The Manager shall report to the Board of Directors as required from time to time by the Board of Directors, the status of the capability of the District's sources and facilities to supply the District's customers and meet the demands upon the waterworks system.
- (b) The manager shall review all applications for water service connections to determine whether such connections can be made to the District's system or any subsystem thereof without impairing the system's or subsystem's capability of supplying water in accordance with good waterworks management practices and shall report to the Board of Directors when, in his opinion, the addition of service connections to the District's system or any sub system thereof will reduce the level and quality of service to the near minimum of good waterworks management practices.
- (c) The planning and designing of repairs, replacement and improvements of District facilities shall be accomplished to provide for the orderly development of the waterworks system. Wherever feasible, such planning and designing shall provide for the orderly expansion of the District's waterworks system when it is foreseeable that such expansion is reasonably probable.
- (d) The manager shall communicate and consult with other public service agencies so that the District might cooperate beneficially with other agencies in water, sanitation, fire protection, resources management and recreation matters.

### Section 1.02 Water System

The District will operate and maintain a system plant, work and undertaking used for and useful in obtaining, conserving and disposing of water for public and private uses, including all parts of the enterprise, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and the water supply, storage and distribution facilities and equipment.

### Section 1.03 Separability

If any section, subsection, sentence, clause, or phrase of this policy is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this policy.

### Section 1.04 Records

Current records shall be securely maintained in the offices of the District. Only designated employees shall have access to said records. The District shall control access to District records and maintain the records in an accurate and complete manner.

The District will establish and implement a record control system designed to prevent the loss, misplacement or alteration of District Records. Any person seeking to inspect public records shall comply with this record control system.

In compliance with the Public Record Request Act, any person, including a member of the Board, a District employee, a consultant or agent of the District, or a member of the public who desires to inspect District public records shall notify the District Manager.

The charge for researching, producing and identifying District records shall be the actual cost to the District. Said rates shall be made available to the requesting party following receipt by the District of the request for said services.

The charge for photocopying any District document or record shall be fifteen cents per standard or legal size page.

### Section 1.05 Employer-Employee Relations.

Policies for the administration of employer-employee relations under the Meyers-Milias-Brown Act entitled "Policies of the San Lorenzo Valley Water District for the Administration of Employer-Employee Relations" are hereby adopted and made a part of these policies.

### Section 1.06 Policy Regarding Access to Personnel Files.

It is the policy of the District to maintain the confidentiality of employee personnel files and records. Such files and records are not public records and access shall be limited to legitimate administrative and judicial purposes as set forth in this ordinance. Information contained in personnel files, which by law is of public record, such as compensation, shall also be maintained as a public record which the District shall maintain separately from the personnel files.

- (a) The District shall maintain all personnel files and records in a secured location with restricted access.
- (b) Upon request an employee shall be entitled to a copy of his or her complete personnel file and records.
- (c) No personnel files or records shall be removed from the District offices, except as compelled by judicial or administrative process or by any other specific provision of law.
- (d) Copies of such files or records may be made and/or released only in compliance with these Policies and Procedures.
- (e) The District shall not use or disclose or permit its employees, agents, members of the Board, or members of the public to have access to, or to use or disclose information contained in an employee's personnel file or records except as follows:
  - (i) The information may be disclosed to third parties if the employee (or his/her legal representative) signs a written, dated authorization for the District to disclose such information. Such authorization may state limitations of the type or use of information to be disclosed, and the names or functions of the person(s) or entities authorized to obtain such information.
  - (ii) Such information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the District and the employee are parties may be used or disclosed in connection with that proceeding.
  - (iii) Information which is relevant to the administration of the District, including the administration and maintenance of employee benefit plans, health care plans, disability plans, worker's compensation, insurance plans, financial and/or retirement plans, and other similar programs, may be used or disclosed for such purpose by the designated District employee(s) responsible for administering and maintaining such plan or program.
  - (iv) The designation of such employee(s) authorized to have access to personnel files of non-classified employees for any stated purposes shall be by Board resolution.
  - (v) A Personnel Action Form shall be used to document administrative actions regarding employment status, compensation, benefits, and payroll deductions. Said forms shall be distributed to the employees responsible for administering such programs.
  - (vi) In an emergency situation, or when the employee is incompetent or incapacitated, medical information may be disclosed to a health care professional or facility to aid in the diagnosis or treatment of an employee.
  - (vii) Except as otherwise provided in these policies and procedures, access to the personnel files of non-classified employees shall be limited to the members of

the Board of Directors. Such access shall be limited to that part of the information contained in personnel files which is relevant to job qualification, performance, or evaluation. Access by the members of the Board to other information contained in a non-classified employee's file is permissible only upon a prior finding by the Board, except in an emergency, that there is a legitimate purpose for such disclosure. Such finding and subsequent authorized access by the Board may limit the manner, type, or use of the access or the disclosure.

- (viii) Except as otherwise provided in these policies and procedures, access to the personnel files of classified employees shall be limited to the manager and the employee's supervisor or supervisors.

### Section 1.07 Policy Regarding Ticket Distribution

The purpose of the Policy is to ensure that all Tickets the District may receive from time to time from public and private entities and individuals are distributed in furtherance of governmental and/or public purposes.

### Section 1.08 Policy for Disposal of Surplus Real Property

This policy is intended to provide specific procedures for the disposal of surplus real property and has been reviewed and approved by the San Lorenzo Valley Water District ("SLVWD") Board of Directors ("Board"). Generally, real property disposal covered by this policy will be valued at fair market value as a minimum. The procedures are as follows:

#### 1. Request for Disposal

The District Manager will consult with staff to determine whether there is still a need for the real property. The District Manager will determine if the real property is surplus, or if additional information is needed to make the determination. The District Manager will prepare a request and recommendation for Board review.

#### 2. Determination by the Board

- a. The Board is required to take formal action by resolution, at a regular board meeting, supported by written findings, that the real property is either "exempt surplus land" as defined by Government Code Section 54221(f) or "surplus land" as defined by Government Code Section 54221(b).

- i. For SLVWD's purposes, "exempt surplus land" may include the following:

- (A) Land that is (i) less than 5,000 square feet in area, (ii) less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 square feet in area, whichever is less, or (iii) has no record

access and is less than 10,000 square feet in area; and is not contiguous to land owned by a state or local agency that is used for open space or low- and moderate-income housing purposes. *If the land is not sold to an owner of contiguous land, it is not considered exempt surplus land.*

(B) Land that SLVWD is exchanging for another property necessary for SLVWD's use.

(C) Land that SLVWD is transferring to another local, state, or federal agency for that agency's use.

(D) Land that is a former street, right of way, or easement, and is conveyed to an owner of an adjacent property.

(E) Land that is subject to valid legal restrictions that are not imposed by SLVWD and that would make housing prohibited.

(F) Land that was acquired by SLVWD by purpose or exchange for trust purposes, and for which disposal of the land is subject to conditions established by statute.

- b. The resolution should include a finding, if applicable, that the proposed disposal of surplus real property qualifies for an exemption from the California Environmental Quality Act ("CEQA"). Staff will be responsible for adequately documenting compliance with CEQA.

### 3. Sale Procedures

- a. For "surplus land," the District will comply with all the applicable requirements under Government Code sections 54221 et seq. If an applicable entity responds timely and properly to a legally required notice, the District Manager will order an appraisal before recommending to the Board whether or not to sell the land to such an entity. If no entity responds, the District Manager may dispose of the land by public auction with no further action by the Board. *Note: The California Department of Housing and Community Development is required to adopt additional requirements to become effective after January 1, 2021.*
- b. For "exempt surplus land," the District Manager will recommend to the Board whether to:
  - i. Dispose of the land by public auction with no further action by the Board.

- ii. Offer to sell the land to a contiguous owner and retain the services of a real estate agent/broker for this purpose. The District Manager will order an appraisal before recommending Board approval of a sale to a contiguous owner.
  - iii. Offer to sell or donate the land to another public agency. The District Manager will order an appraisal before recommending Board approval of a sale to another public agency.
  - iv. Offer to exchange the land for another property necessary for SLVWD's use. The District Manager may, in his discretion, retain the services of a real estate agent/broker for this purpose. The District Manager will order an appraisal before recommending Board approval of an exchange with another public agency.
- c. Upon closing each surplus real property transaction, staff will obtain and file a copy of each recorded deed and any other transaction records, and update the land inventory and surplus list.
  - d. SLVWD's approved Conflicts of Interest Code applies to dispositions of all surplus real property. Additionally, in an abundance of caution and in keeping with the highest standards of governmental ethics, SLVWD staff, board and committee members and their immediate family members including household members are prohibited from participating as a buyer in a public auction or other sale or disposition of surplus real property by SLVWD. Any questions or concerns should promptly be brought to the attention of District Counsel.
  - e. The District Manager may recommend that the Board approve a deviation from these sale procedures. However, any deviation from these procedures, whether or not approved by the Board, shall not be grounds to challenge, invalidate, set aside or otherwise attack or unwind any sale or disposition of surplus real property.

## **Article II. PUBLIC FIRE PROTECTION**

### Section 2.01 Use of Fire Hydrants.

Fire hydrants are for use by organized fire protection agencies. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the District prior to use and shall operate the hydrant in accordance with instructions issued by the District.

### Section 2.02 Penalties.

The Board may provide penalties for the unauthorized use of hydrants. Unauthorized use of hydrants will be prosecuted according to law.

## Article III. SEWERAGE POLICIES

### Section 3.01 Facilities

- (a) Infiltration Test. Infiltration is the quantity of water entering a sewer line from the groundwater through such means as, but not limited to, defective pipe, pipe joints, connections or manhole walls. The infiltration test will be used if the static groundwater level is above the top of the constructed pipe. No pipe section will be accepted if the infiltration rate exceeds 100 gallons per inch diameter of pipe per mile length of pipe per 24 hours.
- (b) Leakage Test. Leakage is the quantity of water that has to be added to the section of pipeline being tested to maintain the specified test head. With a minimum of four feet of water head on the pipe line, the allowable leakage will be computed by the formula  $E = 0.00002 * L * D * H$  where:

E=the allowable leakage in gallons per minute of pipe tested

L=the length of pipe tested in feet.

D=the internal diameter of the pipe in inches.

H=the difference in elevation in the water surface in the upper manhole and the invert of the pipe at the lower manhole (feet).

- (a) Manhole Testing. Each manhole is to be tested by either w1 or w2 above depending upon the groundwater conditions at the site of the specific manhole.
  - (i) Manhole Test—Infiltration. All laterals or mains running through the manhole will be plugged with gasket caps or plugs securely fastened or blocked to prohibit water from leaving the manhole. The amount of infiltration will be measured over a seven-day period and if the amount accumulated does not exceed 1.7 percent of the total volume of the structure, the test will be considered approved.
  - (ii) Manhole Test—Leakage: The test will be the same as for infiltration except the manhole will be filled to the maximum water surface level and measurements made at the beginning and end of the seven-day test period. If the water loss computed between the two water level readings does not exceed 0.7 percent of the total volume of water in the structure, the test will be considered approved.
- (b) Sewer laterals. All sewer laterals connected to existing sewer mains must be compatible with the type of main line materials. Quality assurance will be considered met when: (1) the District receives a submittal from the contractor performing the work noting the type and class of pipe to be used for the lateral and connection to the main, (2) District personnel is present when attachment to the main is accomplished for visual inspection of the connection and (3) when an as-build drawing is submitted by the

contractor to the District showing the location of laterals connected to the main and all invert elevations of the work performed.

- (c) Obstruction Test. The obstruction test is to verify that the constructed main or lateral is constantly sloping to the treatment facility and that no physical damage has taken place during construction of the pipe line. The obstruction test will be accomplished by either method below by District personnel.
  - (i) Light Inspection. Examine the pipe internally by means of a light held at one end and a mirror held at the other. Repeat test with light and mirror interchanged. Repair or correction of any misalignments, protuberances, defective portions or other defect will be required.
  - (ii) Ball Test. When light test is not feasible, a ball test can be conducted by passing through the pipeline a round non-compressible ball which is one inch less in diameter than the internal diameter of the pipeline. In the event the ball is not able to pass through the pipeline, repair of defective pipe section will be required.
- (d) Quality assurance of the constructed lateral, main or manhole will be considered approved when the above tests are performed and all tests pass respective constraints and limits. Any deficiencies are to be corrected within five working days after the respective test. If the test fails after repairs are made the first time, the District Manager may, at his discretion, require the complete replacement of the constructed lateral, main or manhole.

All contractor test procedures and replacements will be carried out by the contractor at his own expense.

- (a) Determination of Components. The determination of estimation of suspended solids or other components contained in sewage and liquid waste discharges shall be by one of the following methods.
  - (i) Sampling and analysis by District personnel.
  - (ii) Estimates determined by a study of waste producing operations leading to the discharge.

## **Article IV. CONTRACTS AND PURCHASING**

### Section 4.01 Qualification of Bidders.

The District may, and on contracts for which the estimated cost exceeds \$50,000 (Fifty Thousand Dollars) the District shall require that bidders establish that they are qualified and responsible to provide the services, equipment, and/or materials to perform the contract in a safe, efficient, reliable and timely manner. In order to evaluate those qualifications and to determine which low bid offers best response in quality, fitness and capacity to the District's requirements, prior to the award of the contract, the District shall require the low bidder or bidders to provide certain information as follows: (a) answer to questions contained in a standard form questionnaire and financial statement; (b) evidence of bonds and liability and workers' compensation insurance satisfactory to the District; (c) Evidence of a safety record acceptable to the District; (d) Necessary or appropriate licenses or certificates; and (e) an acceptable performance record with the District or any other public agency.

- (a) Questionnaire. The questionnaire shall include questions which will provide information which will provide a basis for the District to evaluate the bidder. Such information shall include, among other things, information relating to the experience of the bidder in projects of a similar type as the proposed project, and shall include references of previous employers. The questionnaire shall be signed by the bidder or an authorized designee under penalty of perjury.
- (b) Financial Statement. The financial statement shall include information as required by the District for the District's use in determining the bidder's financial ability to perform the contract satisfactorily and shall be signed by the bidder or an authorized designee under penalty of perjury.
- (c) Safety Record. The District may disqualify a bidder on the basis that the bidder's safety record is unacceptable. In evaluating the safety record, the District shall consider any violations of the CAL OSHA standards, the issuance of CAL OSHA citations, and the severity or liability exposure resulting from such citations.
- (d) Performance Record with the District or Other Public Agencies. In evaluating the qualifications of a bidder, the District shall consider the bidders' performance record with the District or other public agencies. Such evaluation shall include, among other things, consideration of the bidder's overall performance, safety, quality, timeliness and compliance with the contract. Such evaluation shall also consider any outstanding claims or lawsuits involving the District and the bidder.
- (e) Prequalification of Bidders. A prospective bidder shall have the option of prequalifying as a bidder on a given project. To exercise this option, a bidder must complete and submit a package of the required qualification information, statements and evidences as set forth herein no later than fifteen days prior to the bid opening. The District Manager will issue a preliminary finding as to

whether the prospective bidder is qualified within 10 days after the completed qualification package is received.

- (f) Appeal of Preliminary Findings. A bidder may appeal the District Manager's preliminary finding of disqualification to the Board of Directors. A disqualified bidder may submit a bid pending a determination by the Board of that bidder's qualifications. If that bidder is the low bidder the Board will consider the bidder's qualification and issue a finding prior to award of the contract.
- (g) Disqualification of Bidders. The Board may disqualify any bidder who fails to submit the completed questionnaire, financial statement, licenses, safety record, bonds, insurances, or other required information in a timely manner. The Board may disqualify any bidder whose information as required is not satisfactory and acceptable to the Board. A bidder may be disqualified on the basis that the bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has been disqualified or prevented from bidding on or completing a federal, state, or local project because of a violation of law or a safety regulation.
- (h) Rejection of Bid. Upon disqualification of a bidder as set forth herein, the Board may reject that bidder's bid for the contract award.
- (i) Questionnaires and Financial Statements Are Not Public Records. The questionnaire and financial statements required herein are not public records and are not open to public inspection.

#### Section 4.02 Sealed Bids

- (a) Solicitation of Sealed Bids. Sealed bids shall be solicited by posting on the District's bulletin board, or by mailing to at least three or more prospective bidders, bid forms listing materials and specifications or services desired. The Board of Directors may also direct that additional solicitation or public notice be provided.
- (b) Contents of Bid Forms for Sealed Bids. In addition to stating the amount, quality and specifications of materials or contractual services desired, bid forms shall contain or be accompanied by written statements indicating the latest date when sealed bids will be received; the date they will be opened; the amount, if any, of good faith deposit or bid bond to accompany the bid; whether or not a completion or delivery date bond will be required, and an envelope clearly marked "Sealed Bid" in which the bid is to be returned.
- (c) Submission of Sealed Bids. Sealed bids shall be submitted or mailed to the Secretary of the District, sealed in the envelope furnished by the District, accompanied with the amount of good faith deposit, if required, and accompanied by a statement under oath that the bidder has not been a party to any uniform or fixed price agreement.

- (d) Opening and Tabulation of Bids. All sealed bids shall be opened on the date set for opening and shall be tabulated and available for public inspection during regular business hours for a period of 30 days after opening.
- (e) Failure to Enter into Contract. Any successful bidder who fails to furnish an acceptable completion or delivery date bond as required or who fails to enter into a written contract with the District for a period of 10 days after notice of its approval by the District Counsel shall forfeit his good faith deposit or become liable to the District on his bid bond, if any, and the District may award the contract to the next lowest responsible bidder.

### Section 4.03 Procurement

#### **1. GENERAL PROCUREMENT STANDARDS**

##### **A. Code of Conduct (CFR §200.318)**

The purpose of the Code of Conduct is to give guidance to District staff so that they may conduct themselves in a manner that will be compatible with the best interests of San Lorenzo Valley Water District and maintain compliance with California Government Code §1090, *et seq.* All representatives of the District including District employees are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgment. Employees are expected to be principled in their business interactions and act in good faith with individuals both inside and outside the District.

The following Code of Conduct governs the performance, behavior and actions of the District, including employees, appointed or elected officials, volunteers, consultants, or agents (collectively referred to as "District staff") who are engaged in any aspect of procurement, including, but not limited to, purchasing goods and services, awarding contracts and grants, and the administration and supervision of contracts or subcontracts:

- No employee, appointed or elected official, volunteer, consultant, or agent of the District shall participate in the selection, award, or administration of a contract if a conflict of interest exists under applicable law. The District Manager, at his sole discretion, may also require any employee, official, volunteer, consultant or agent of the District to refrain from participation in the selection, award, or administration of a contract to avoid the appearance of conflict of interest.
- A conflict would arise if the employee, a Board member, any member of his or her immediate family, his or her partner or partner's immediate family, or an organization which employs or is about to employ any of the parties indicated herein, has a real or apparent financial or other interest in, or receives tangible personal benefit from, the firm selected for an award. It is imperative that the employee disclose to the District Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. (Immediate family members are defined as a spouse,

domestic partner, legal guardian, son, daughter, mother, father, sister, brother, grandparents, or grandchild. Adopted, half-, and step- members are also included in immediate family).

- No employee, appointed or elected official, volunteer, consultant, or agent of the District shall do business with, award contracts to, or show favoritism toward a member of his or her immediate family, his or her partner or partner's immediate family, or to any company, vendor, contractor, or parties to subcontractors who either employ or has any relationship to a family member; or award a contract or bid which violates the spirit or intent of federal, state and local procurement laws and policies established to maximize free and open competition among qualified vendors.
- District staff may not solicit, accept or agree to accept any gratuity for themselves, their immediate families or others that would or could result in personal gain. Personal gain may result not only in cases where an employee or immediate family member has a significant interest in a firm, or subcontractor or a firm, with which the District does business but also when an employee or immediate family member receives any gift or special consideration as a result of any transaction or business dealings involving the District. The following items are not considered gratuities:
  - Discounts or concessions routinely available to the general public;
  - Items less than twenty-five dollars (\$25) that are turned over to the District for general District use;
  - Inexpensive advertising items bearing the name of the vendor, such as pens, cups, candy, calendars, etc. that have a monetary value of less than twenty-five dollars (\$25).

Disciplinary actions, up to and including termination for cause, will apply to any violation of these conflict of interest standards, in accordance with District policy, and/or, as applicable, a collective bargaining agreement, employment contract, or contract for services.

This Code of Conduct supplements, and does not abrogate, the District's Conflict of Interest Code. All representatives of the District are expected to follow all applicable requirements of the District's Conflict of Interest Code and this Code of Conduct.

## **B. Fair Competition (CFR §200.319)**

District staff must discharge their duties impartially to assure fair competition among responsible vendors. All vendors will be treated equally and fairly at all times by all District staff, with equal information given to each vendor who participates in the procurement process. Prequalified lists of persons or firms, or products used in acquiring goods or services, are to be kept current and include enough qualified sources to ensure maximum open and fair competition.

- District staff may not place unreasonable restrictions on competition, including any of the following:

- Placing unreasonable requirements on vendors to qualify for a procurement
  - Requiring unnecessary experience and bonding
  - Noncompetitive pricing practices between vendors or affiliated companies
  - Awarding noncompetitive contracts to consultants that are on retainer contracts
  - Organizational conflicts of interest
  - Specifying a brand name product instead of allowing an equal product to be offered (brand names may be specified in instances where no grant funding is applicable to the project as long as the procurement remains competitive)
  - Non-compliance with sole source restrictions
  - Precluding potential bidders from qualifying during the solicitation
  - Any arbitrary action in the procurement process
- District staff shall ensure that any vendor that develops or drafts specifications, requirements, statements of work, invitation for bids, requests for qualifications, or requests for proposals for a procurement is excluded from competing in that procurement.
  - Procurements that involve any federal grant funds shall be conducted in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
  - All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standard to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used as a means to define the performance or other relevant requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated.
  - Bids and proposals shall identify all the requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

### **C. Solicitation Procedures (CFR §200.318(d)-(i))**

The District has established written procurement procedures to provide oversight over the conservative utilization of resources, including any federal funding.

- Acquisition of unnecessary or duplicative items must be avoided. Consideration should be given to consolidating or dividing procurements to obtain a more economical purchase. When appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the District shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- Procurement of federal excess and surplus property in lieu of purchasing new equipment and property is encouraged whenever such use is feasible and reduces project costs.
- Value engineering clauses may be used in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- Contracts shall only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Records will be maintained sufficient to detail the history of the procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The District's will be the repository for said records which shall be maintained according to the District's written record retention schedule.
- The District alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. A federal awarding agency will not substitute its judgment for that of the District unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

## **D. Environmentally Preferable Purchasing Guidelines**

The District is committed to the conservation of environmental resources and will support, whenever practical and possible, the purchase of recycled and environmentally preferable products.

- Reducing Waste at the Source
  - Purchase durable, reusable or refillable products whenever feasible.
  - Print multi-page documents on both sides. Set printer defaults for double-sided.
  - Purchase remanufactured or used products when feasible.
  - Reduce packaging. Reusable, recyclable or compostable packaging is preferred.
- Buying Recycled Content Products
  - Office paper and envelopes should contain at least 30% recycled content.
  - Janitorial paper should contain at least 40% recycled content.
  - Request that printing vendors use recycled content paper.
- Saving Energy, Water, and other Natural Resources
  - Use efficient interior lighting, indoors and outPurchase electronics with U. S. EPA Energy Star certification when available.
  - Purchase bio-based products - products made from plant-based material. Look for paper, bags, food & beverage containers, and cutlery that are biodegradable and compostable. Products from non-wood, bio-based sources are preferred.

Where possible and appropriate, try to use reclaimed building materials.

## **2. PURCHASING CYCLE**

### **A. New Vendor Procedure**

Before making purchases by any method other than petty cash, the vendor needs to be approved and set up in the District's financial software. New vendors must fill out, sign, and submit an IRS W9 Request for Taxpayer Identification Number form and provide complete vendor contact information, including an email address for the party responsible for receiving purchase orders or invoices.

The District's standard payment terms are Net 30, meaning a check must be issued to the vendor no more than thirty days after the invoice date. In specific instances the District and vendor may have agreed to alternate terms and payment must be made within those terms to receive a discount.

### **B. Purchasing Authority**

The following purchase authority thresholds apply for all expenditures approved in the fiscal year budget. Unbudgeted single expenditures exceeding \$20,000 must be approved by the Board of Directors prior to purchase. On a quarterly basis, a report for



established with vendors from whom numerous regular purchases are made which, annually, exceed the \$5,000 purchase order threshold.

Expenditure increase changes to contract amounts or quantities ordered, regardless of dollar amount, must be submitted as a change order to the original purchase order and will be subject to the same purchase approvals as the original purchase order. Small changes for tax, shipping and handling can be approved by the Director of Finance

## **D. Payment Methods**

### **Check Requests:**

Check requests should be used when payment must accompany an order, and for such things as magazine subscriptions and organizational dues. A check is requested by completing the check request form. Please attach the purchase order/requisition for the item or service required to the check request form.

### **Credit Card:**

Supervisors and Department Heads may make credit card purchases only when the vendor will not accept a purchase order, when a documented emergency renders the purchase order process infeasible, or when payment must be made in advance, i.e. signing up for training or travel. All credit card purchases must be pre-approved, ideally on a Credit Card Pre-Approval form, by a Department Head and the Finance Director or District Manager (depending on threshold for purchasing authority), regardless of the dollar amount of the purchase. All supporting documentation for the purchase shall be forwarded to Accounts Payable, noting the date the credit card purchase was made.

### **Petty Cash:**

Expenses \$25 or less incurred by employees for District purposes may be reimbursed from petty cash. All expenses must include a receipt and be approved by the Department Head before submission for reimbursement.

## **Section 1 Technical Specifications**

### **1 General Provisions**

#### **1.1 General**

The Technical Specifications, Material Specifications and Standard Details herein are intended to cover the design, construction and testing of water distribution facilities owned by the San Lorenzo Valley Water District (SLVWD).

#### **1.2 Scope**

The purpose of Part I Standard Technical Specifications is to set forth the general criteria to be used in the design, construction and testing of water mains and appurtenances within SLVWD service area, or are owned by the District. Any deviation from these standards must be supported in writing and approved by the District Engineer.

SLVWD reserves the right to direct or deny use of installations that do not conform to the Standard Specifications set forth in these Technical Specifications, Material Specifications and Standard Details.

#### **1.3 Conflict With Plans**

In the event of a conflict between plans and/or specifications prepared for a specific project and these Standard Specifications and Details, these Standard Specifications and Details shall prevail unless otherwise instructed by the District Engineer in writing.

#### **1.4 Definitions**

Wherever the following words are used in these specifications, they shall have the following meanings.

Contractor	The person, firm, company, corporation or authorized agent of such who enters into an agreement with another person, firm, company, corporation, or the District to build infrastructure which will become the property of the District.
Contract Documents	All documents incorporated into the construction contract in whole or by reference which have been approved by the Engineer.
District	The San Lorenzo Valley Water District (SLVWD).
District Manager	The District Manager of the San Lorenzo Valley Water District
Engineer	The Engineering Manager of the San Lorenzo Valley Water District, acting as themselves or through authorized representatives.
Install	Provide complete in place; "furnish and install"
Maximum Density	The Density of backfill materials obtained by ASTM D1557.
Non Potable Line	Any pipe conveying sewage, treated sewage, storm drainage, recycled water, untreated water, any fuel including natural gas, or any hazardous fluid.
Relative Compaction	The percentage of the Maximum Density of backfill material as obtained by ASTM D1556 or ASTM D6938

## 1.5 Abbreviations

Wherever the following abbreviations appear in these specifications they shall refer to the following meanings.

AC	Asphalt Concrete	HORIZ	Horizontal
A-C	Asbestos Cement	IP	Iron Pipe
ACI	American Concrete	IRR	Irrigation
Institute		LTS	Length To Suit
ADU	Accessory Dwelling Unit	MAX	Maximum
ARV	Air Release Valve	MG/L	Milligrams per Liter
ASTM	American Society of Testing Materials	MIN	Minimum
AWWA	American Water Works Association	MIP	Male Iron Pipe
CalTrans	California Department of Transportation	MJ	Mechanical Joint
Bacti	bacteriological	(N)	New
CI	Cast Iron	No	Number
CIP	Cast Iron Pipe	NSF	National Sanitation Foundation International
CL	Centerline, Class	NTS	Not to Scale
CLSM	Controlled Low Strength Material	OC	On Center
COMP	Compression	OL	Open Left
CONC	Concrete	OR	Open Right
Corp	Corporation	OSHA	Occupational Safety and Health Administration
CTS	Copper Tube Size	PL	Property Line
CY	Cubic yard	PPM	Parts per Million
DCDA	Double Check Detector Assembly	PRV	Pressure Reducing Valve
DEPT	Department	PSF	Pounds per Square Foot
DIA, Ø	Diameter	PSI	Pounds per Square Inch
DI	Ductile Iron	RES	Residential
DIP	Ductile Iron Pipe	REQ'D	Required
DOM	Domestic	RP	Reduced Pressure Principle Assembly
(E)	Existing	RS	Riveted Steel
EA	Each	SD	Standard Detail
EW	Each Way	SLVWD	The San Lorenzo Valley Water District
FIG	Figure	SF	Square Feet
FIP	Female Iron Pipe	SFD	Single Family Dwelling
FLG	Flange	STD	Standard
FS	Fire Service	TYP	Typical
FT	Feet	USA	Underground Service Alert
GA	Galvanized	VERT	Vertical
GP	General Physical	WS	Welded Steel
HDPE	High Density Polyethylene		

## **1.6 Specification References**

All references to other specifications, standards, and details found in these specifications shall refer to the latest edition of that reference, unless noted otherwise.

Each section within Part I of these specifications implicitly refers to the applicable section(s) in Part II – Material Specifications.

The San Lorenzo Valley Water District Standard Specifications are specific clauses setting forth the general requirements for contracting for work with the SLVWD. The San Lorenzo Valley Water District Standard Details are supplementary to these specifications and are incorporated herein by reference.

In the event of a conflict between the San Lorenzo Valley Water District Standard Specifications and these project specific specifications, the requirements set forth in the project specific specifications shall prevail.

Wherever reference is made to the "State Standard Specifications" or to "Caltrans Specifications" reference shall be to the specifications entitled, "State of California, Department of Transportation, Standard Specifications,"

## **1.7 Standard Details**

The San Lorenzo Valley Water District Standard Details are to be followed in the installation of water mains and appurtenances. The Standard Details are attached and available on the District website.

## **1.8 Pipe Sizing and Materials**

### **1.8.1 Pipe Materials**

Potable water mains shall be constructed of cement-lined ductile iron pipe conforming to the latest revision of ANSI/AWWA C150/A21.50 for a minimum 150 psi rated working pressure plus a 100-psi surge allowance. All fittings used shall match or exceed the pressure rating of the specified pipe.

Potable water service lines 1-inch or less in diameter shall be constructed of polyethylene tubing in conformance with SLVWD Standard Detail SD-4.

Raw water pipelines shall be constructed of high density polyethylene (HDPE) pipe conforming to AWWA C901-15 and/or AWWA C901-20. All fittings used shall match or exceed the pressure rating of the specified pipe.

### **1.8.2 Pipe Sizing**

Potable water mains shall be a minimum of 8-inches in diameter. This may be reduced to 6-inches for mains serving five (5) or fewer residences and less than 1000-feet in total length. Design of new pipelines shall ensure that required minimum fire protection pressure and flow are maintained in all areas served by the new pipeline.

## **1.9 Water System Plans**

Plans showing the size, type and location of infrastructure to be installed and other pertinent details shall be prepared for all water system improvement projects. All plans

used for construction shall bear the seal and signature of a Professional Engineer registered in the State of California. Plans shall be approved by the Engineer prior to the start of actual construction.

If required by the Engineer, electronic copies of plans shall be submitted, conforming to the drafting standards provided by the Engineer. Plans and surveys shall be based on the North American Datum of 1983. Elevations shall be based on the North American Vertical Datum of 1988 or other as approved by the Engineer. The datum used shall be noted on the plans.

#### **1.10 Development Plan Submittal Requirements**

Developments which require new water service, change of an existing service, relocation of existing water facilities, or which otherwise affect the water system shall be approved in advance by the Engineer.

A .PDF of the plans shall be submitted to the engineer for comments. Plans shall clearly show locations of all existing and proposed utilities and appurtenances, their material, class, diameter, and indicate depths at crossings and connection points. Engineer's markups shall be provided to the applicant in .PDF format.

Once plans have been approved by all applicable agencies, the developer shall submit one set of final plans on Mylar and a .PDF set of the same plans for SLVWD use.

#### **1.11 Submittals**

Prior to construction, and with sufficient time to verify compliance, the Contractor shall submit a .PDF of cut sheets and specifications for all materials proposed to be used in the construction of the project or which will become the property of the District. The Engineer shall approve or reject the submittals in writing based upon conformance with these specifications and the specifications referenced herein. No material shall be used for construction which has not been approved by the Engineer.

#### **1.12 Permitting Requirements**

Prior to the commencement of work on any District owned facility or within the public right-of-way, the Contractor shall obtain all applicable permits from regulatory agencies unless already obtained by the District.

#### **1.13 Licenses**

The Contractor performing the work shall possess state issued contractors license(s) as required by law and shall furnish satisfactory proof to the Engineer, upon request, that such licenses are in effect during the entire period of construction.

The Contractor performing the work shall be experienced in the type of work to be performed. No work shall commence until the Engineer has approved the Contractor and all subcontractors.

#### **1.14 Rights-of-Way**

Where the location of the facility is not in public property, the developer or the District, at the option of the District, shall obtain a right-of-way and the title shall be vested in the District.

### **1.15 Inspection**

All work done for the SLVWD or to SLVWD facilities shall be subject to rigid inspection. The Contractor shall provide safe access to all parts of the work as necessary for the Engineer to confirm compliance with these specifications and to record measurements. Work or materials that do not conform to the specifications may be rejected at any stage of the work. The Contractor shall remove and rebuild, at the Contractors expense, any part of the work that includes substandard materials or has been improperly executed.

### **1.16 Advance Notification and Scheduling**

The Contractor shall notify the Engineer not less than 48 hours prior to commencement of work. The Contractor shall keep the Engineer informed of the work schedule and alert the Engineer to any changes.

Whenever work done under these specifications is to be done on Saturday, Sunday or on holidays, the Contractor shall pay all costs to the District of such extra inspection. Prior approval by the District Manager must be obtained two working days in advance of such weekend or holiday work.

The Contractor should note that the District observes the following Holidays:

- New Year's Eve, December 31
- New Year's Day, January 1
- Martin Luther King Day, 3<sup>rd</sup> Monday in January
- President's Day, 3<sup>rd</sup> Monday in February
- Memorial Day, Last Monday in May
- Independence Day, July 4
- Labor Day, First Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, Fourth Thursday in November
- Day after Thanksgiving
- Day before Christmas, December 24
- Christmas Day, December 25

### **1.17 Authority of Engineer**

On all questions concerning the acceptability of materials or equipment, the classification of material, the execution of the work and conflicting activities of Contractors performing related work, the decisions of the Engineer shall be final and binding on all parties.

### **1.18 Guarantee and Warranty Period**

The Contractor guarantees that any work performed by him/her under the agreement will be performed in the best manner; that any material furnished by him/her will be the best of its class; and, that both work and material will meet fully the requirements of these specifications.

The Contractor agrees that if, within a period of one year after final acceptance of the work done under the agreement, any part of said pipeline other structures or pavement constructed or installed by the Contractor or any subcontractor, fails to perform in accordance with these specifications, the Contractor will, without delay and with the least practical inconvenience and without further costs to the District, repair or replace defective or otherwise unsatisfactory parts of said facilities or pavement and install all additional materials if required, all to the satisfaction of the Engineer. Furthermore, the costs of any damage resulting from a failure of the aforementioned nature within the one year guarantee period shall be borne entirely by the Contractor.

Should the Contractor fail to act promptly in accordance with this requirement, or should the circumstances of the case require repairs or replacement to be made before the Contractor can be notified or can respond to notification, the District may, at its option, make the necessary repairs or replacements or perform the necessary work. The Contractor shall pay to the District the actual cost of such repairs plus standard overhead charges.

The Contractor shall be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above guarantees and agreements are covenants and performance of which shall be binding upon the Contractor and his/her sureties.

#### **1.19 Lines, Grades, and Alignments**

The Contractor shall establish all lines, grades and alignments indicated by the Contract Documents, subject to inspection, review and approval of the Engineer.

#### **1.20 Separation Requirements**

Water facilities shall be located at such distances from possible sources of contamination to protect public health and safety. Water facilities shall be located at such distances from possibly damaging objects to ensure future serviceability. Unless stated otherwise, all measurements prescribed in this section shall be made to the nearest outside edge of the facilities. All distances are minimum clearances measured from closest outside point of pipe, facility, or obstruction.

##### **1.20.1 Separation from Non Potable Lines and Hazardous Facilities**

New treated drinking water mains shall be constructed in compliance with The California Code of Regulations Title 22, Division 4, Chapter 16, Article 4, Section 64572.

If conditions require construction at clearances less than those prescribed by the above mentioned code, approval from the California Department of Public Health shall be obtained prior to construction.

Five feet clear horizontal distance shall be maintained between water service laterals and sanitary sewer laterals. Three feet clear distance shall be maintained between water service laterals and other utility lines.

Joint trenches with water lines and any other utility lines are prohibited.

Any potable water pipeline which cannot be located so as to maintain a minimum of one-foot vertical clearance above any other utility line shall be installed in conformance with SLVWD Standard Detail SD-9.

No new utilities of any type shall be constructed such that any of the above separation requirements are violated.

#### **1.20.2 Separation From Trees**

No water facility shall be installed within 5 feet from the trunk of any tree. Wherever roots two inches in diameter or greater are encountered during the course of construction, such roots shall be protected in place and the facility re-aligned if necessary. Where circumstances do not allow for minor re-alignment, roots may only be cut with the approval of the District. All roots two inches in diameter or larger that are exposed by construction activities shall be protected from damage and drying out.

No tree shall be planted such that above separation requirements are violated.

## **2 Site Conditions**

### **2.1 Site Safety**

All work shall be planned and conducted with full attention to the safety of drivers, bicyclists, pedestrians, the public, and workers. The Contractor shall institute controls and procedures for the control and safety of all persons at or passing through the job site. Continuous maintenance of the work area is required. Traffic control and safety devices shall be maintained at all times day and night on all work that is not safe for the public until such time as it is made safe. The Contractor shall provide safe access to all parts of the work as necessary for inspection to confirm compliance with requirements and record measurements.

It shall be the Contractor's responsibility to provide for the convenience and safety of District employees, the Contractor's employees, the subcontractor's employees, and the general public in connection with the Contractor's operations. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials, and services shall comply with all OSHA standards and regulations and all applicable laws and orders. The Contractor shall provide and maintain throughout the course of construction all temporary public walks, traffic control measures, warning signs, barricades, and other protective means and methods as may be necessary for the protection of the public from injury.

Safety precautions, means, methods, techniques, sequences, or procedures and programs related to safety are the sole responsibility of the Contractor. The Contractor shall also be responsible for compliance with the safety requirements by its subcontractors. The District will not supervise, control, or direct Contractor's safety precautions or programs, or inspect for safety conditions on work site, or of persons thereon, whether Contractor's employees or others. However, the District may notify the Contractor if made aware of a violation of the contract from a safety perspective and may halt work if an imminently dangerous situation is observed. After receipt of such notice, the Contractor shall promptly take corrective action. The District may report the violation to Cal-OSHA or other regulatory agency with jurisdiction and may issue a stop work order for failure to comply with safety requirements. The Contractor shall not make time lost due to any stop order related to safety the basis of a claim for an extension of time or for extra costs or damages.

Until the formal acceptance of the work by the District, the Contractor shall have the charge and care of the work and of the materials used therein, and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The materials to be used in the work include both those furnished by the District and those furnished by the Contractor, including materials for which the Contractor has received partial payment. Contractor shall protect both finished and unfinished work from damage due to adverse weather at all times at no additional cost to the District. Work that becomes damaged due to the effects of adverse weather prior to District acceptance of the contract work shall be replaced or repaired to the Engineer's satisfaction at no additional cost to the District.

## **2.2 Traffic Control and Site Access**

The Contractor shall provide traffic control as a part of all operations affecting or with the potential to affect any means of transportation utilized by the public, including pedestrian, bicyclist and motorist traffic. The Contractor shall provide all traffic control signage and devices required by these specifications, and provide a sufficient number of competent personnel to operate said devices.

The Contractor shall coordinate traffic control and construction operations such that traffic is monitored and controlled at all times, yet inhibited as little as practicable, and public inconvenience is minimized.

The Contractor may re-route traveled ways, including motor vehicle lanes, bicycle lanes, and sidewalks, only in accordance with a traffic control plan approved prior to construction by the Engineer, as well as Santa Cruz County or CalTrans, as appropriate.

The Contractor shall not close traveled ways, including motor vehicle lanes, bicycle or pedestrian routes without the prior approval of the District and Santa Cruz County or Caltrans, as appropriate; and five working days' advance public notification by means of signage and/or advertisement to the satisfaction of the Engineer.

### **2.2.1 Control Devices**

The Contractor shall control motorist, bicyclist and pedestrian traffic by placing signs, barricades, and pavement delineators conforming to the California Manual on Uniform Traffic Control Devices and these specifications.

If construction activities block the bike lane, the Contractor shall post "Bike Lane Closed" and "Share the Road" caution signs to warn motorists to slow down and watch for bicyclists and pedestrians. Construction activities or construction signs that block the bikeway should have sufficient sight distance, including night time visibility, to allow cyclists time to merge safely into the car lane. Whenever possible, construction warning signs shall be placed out of bicycle, pedestrian, and vehicular paths of travel.

If it is necessary to close a sidewalk, the Contractor shall install signs which inform pedestrians that the sidewalk is closed and direct pedestrians to a safe alternate route. Barriers in walkways shall include a portion low enough and solid enough to be easily discernible by a cane, guide dog or child. If construction activities or construction signs block pedestrian routes, the Contractor shall establish safe, well-signed detours for pedestrians, which are accessible for wheel chairs, strollers, carts, etc. Detours shall have sufficient warning to allow wheelchairs time to exit the walkway at a prior curb ramp.

If any component in the traffic control system is damaged, vandalized, stolen, displaced or ceases to operate or function as intended, from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

### **2.2.2 Trench Plates**

All holes, trenches, etc., in publicly traveled areas shall either be covered with steel trench plates, or backfilled and paved with temporary pavement or permanent

pavement in accordance with the applicable sections of these specifications. Steel plates shall be maintained movement-free at all times with stakes, shims and welds. Plates shall have temporary asphalt compacted around the edges so that transitions are smooth. Temporary asphalt shall be regularly maintained to provide a surface free of potholes and resistant to the intrusion of water into the subgrade.

### **2.2.3 Site Access During Working Hours**

Vehicular and pedestrian access to all businesses, residences, and all property adjacent to the site shall be maintained at all times or provided as needed. If this requirement can be demonstrated to be the cause of extreme construction hardship, alternative coordination and provisions may be implemented with the approval of the Engineer. In general, work shall stop periodically and excavations shall be plated to allow access. Temporary approaches to, and crossings of, street intersections shall be provided and kept in good condition. The Contractor shall make way for emergency vehicles through the work area and to adjoining properties at all times as needed regardless of temporary closure or other traffic controls.

### **2.2.4 Site Access During Non-working Hours**

The Contractor shall keep all traveled ways open to the public during nights and weekends throughout the construction period, unless otherwise approved by the District, and Santa Cruz County or Caltrans, as appropriate; and five working days advance public notification is provided by means of signage and/or advertisement to the satisfaction of the Engineer.

## **2.3 Site Cleanliness**

The Contractor shall keep the construction site in a neat and sanitary condition at all times. All trash and excess excavated material shall be removed from the site as soon as possible and immediately at the request of the Engineer. On or before completion of the work, the Contractor shall remove all temporary structures and leave all areas in a condition satisfactory to the Engineer.

All traveled ways including streets, bikeways, and walkways, shall be swept by power or hand broom at the end of each workday and as needed while open for use by the public. Debris shall be cleared by the end of each workday. All areas accessible to the public shall be kept clean and free of debris at all times.

## **2.4 Site Restoration**

The Contractor shall replace in kind or otherwise restore all property damaged or affected by the construction, including street surfaces, sidewalks, striping, markings, signage, curbs, gutters, pipes, conduit, gas, water and other utilities, sewers, monuments, stakes, trees, shrubs, landscaping, and other public or private property to a condition equal to or better than the condition prior to construction. Restoration shall follow construction as the work progresses and shall be completed as soon as possible. Construction signs shall be promptly removed when construction pauses or ends. Final restoration that cannot be performed promptly due to adverse weather conditions may, upon written request that includes a proposed procedure and time schedule, be performed as approved by the Engineer.

## **2.5 Dust Control**

During the performance of all work, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, material, and means necessary to carry out proper measures wherever and whenever dust control is necessary to prevent the operations, stockpiles, and staging areas from producing nuisance dust to persons or property.

The District may notify the Contractor if made aware of nuisance dust. After receipt of such notice, the Contractor shall promptly take corrective action. The District may issue a stop work order for failure to comply with dust control requirements. If dust problems should continue, the District may halt construction until Contractor implements such means and methods as to abate all fugitive dust.

No compensation of any kind shall be provided to the Contractor by the District for construction delays due to stop orders related to dust. The Contractor shall not base any damage claims or time extension requests upon any stop order related to dust.

Any claims against the District resulting from fugitive dust shall be borne by the Contractor. Any fines levied to the District as a result of dust caused by the Contractor shall be borne by the Contractor. Such costs may be deducted by the District from any monies due or that will become due to the Contractor under the Contract.

## **2.6 Water Pollution Control**

The Contractor shall keep on site and ready at all times during construction all equipment and materials needed to be implemented to ensure the protection of all surface water bodies and sewer and storm drain systems from runoff which may be contaminated by sediment, sawcut slurry or other pollution in the event of an emergency water facility breakage, trench dewatering activity, or wet weather event that may erode stockpiles or exposed soil areas. The Contractor shall prevent the transport of sediment to storm drains or receiving waters during open channel discharges containing sediment or having the potential to entrain sediments.

The Contractor shall ensure that no water is discharged containing concentrations of pollutants in excess of applicable water quality objectives, or containing substances in concentrations toxic to human, animal, plant, or aquatic life, or containing contaminated ground water. The Contractor shall ensure that no water containing measurable chlorine residual greater than or equal to 0.02 mg/L residual is discharged to any storm drainage system or surface water body.

The Contractor shall not increase the turbidity of receiving waters beyond the following limits: Where natural turbidity is between 0 and 50 Nephelometric Turbidity Units (NTU), increases shall not exceed 20 percent. Where natural turbidity is between 50 and 100 NTU, increases shall not exceed 10 NTU. Where natural turbidity is greater than 100 NTU, increases shall not exceed 10 percent.

Water from trench dewatering operations may be pumped into the sanitary sewer only with prior approval by the Owner of the facility. Such discharge shall not be allowed to cause overflow at any manhole, either upstream or downstream. The Contractor shall be responsible for monitoring of the sewer system during any approved discharge.

The Contractor shall immediately notify the District whenever a discharge of sediment or other pollutants occurs. The Contractor shall either document the discharge characteristics to the satisfaction of the Engineer or pay the District for the costs of

monitoring. Upon discovery of an illicit discharge, the Contractor shall promptly take corrective action. The District may issue a stop work order for failure to comply with pollution control requirements. If the discharge should continue, the District may halt construction until Contractor implements such pollution controls.

No compensation of any kind shall be provided to the Contractor by the District for construction delays due to stop orders related to pollution. The Contractor shall not base any damage claims or time extension requests upon any stop order related to pollution caused by the Contractor.

Should the Contractor fail to provide water pollution controls as needed or be negligent in causing the water pollution, the District or other agency may implement emergency pollution control measures. Costs for such mobilization, implementation, materials, reporting, and clean-up shall be borne by the Contractor if responsible for the pollution. Such costs may be deducted by the District from any monies due or to become due to the Contractor under the Contract.

Any claims against the District resulting from pollution shall be borne solely by the Contractor. Any fines levied to the District as a result of pollution caused by the Contractor shall be borne by the Contractor. Such costs may be deducted by the District from any monies due or that will become due to the Contractor under the Contract.

## **2.7 Discovery of Archaeological Resources**

Construction activities may lead to the inadvertent discovery of archaeological resources within the project area. These resources may include but are not limited to historical objects, bottles, ceramics, shells, beads, flaked or ground stone tools, bones, human remains, village sites, remains of buildings, or old dump sites unearthed by Contractors in the course of their work activities.

Should the Contractor or subcontractor discover a suspected archaeological resource, the Contractor shall immediately stop excavation in the vicinity of the find, and notify the District. The portion of the excavation in which the discovery was made shall be secured until the discovery can be evaluated. The Contractor shall protect with steel plates and provide access to the discovery site as needed. Work shall not resume in that location until the Contractor receives authorization from the District.

Archaeologists, monitors, and Native American Observers may be retained by the District and may be present during ground disturbing activities associated with the project that occur within the areas determined by the District to be archaeologically sensitive and as needed. Native American observers may be on site during ground disturbing activities associated with the project that occur within probable burial or sacred sites. The contractor shall extend the same access and safety considerations to such archaeology related monitors as is required to be provided to the District inspector. The Contractor must stop excavation at the request of such monitor or District Inspector and shall not make time lost due to any stop request related to the evaluation of archaeological resources the basis of a claim for an extension of time or for extra costs or damages unless such delay exceeds 15 minutes in any one incident or more than 25 minutes in any single day's work.

## **3 Excavation**

### **3.1 General**

The Contractor shall perform all excavation indicated by the Contract Documents or the Engineer. The excavation shall include the removal and disposal of all materials, of whatever nature encountered, including groundwater, abandoned utilities and sub-surface obstructions.

### **3.2 Protection of Existing Facilities**

All construction activities in the vicinity of other utility lines, conduits, services, and other structures, or appurtenances thereto, shall be executed in such manner as not to interfere with their safe operation. Proper precautions shall be taken to prevent damage to other utilities.

The Contractor shall maintain access at all times to manholes, valves, poles, hydrants, panels and other utility controls to utility operators and emergency workers. No material or other obstruction shall be placed within 15 feet of any fire hydrant that is in service. If the Contractor can demonstrate that this requirement is the source of extreme construction hardship, special alternative provisions may be implemented with the approval of the District and the service owner/operator. The Contractor shall not interrupt any service without a minimum of three working days notice to the SLVWD, and 48 hours notice to any utility customers affected.

#### **3.2.1 Proper Precautions to Avoid Damage to Facilities**

The Contractor shall become familiar with all readily available sources of information regarding existing utilities. The Contractor is responsible for verifying the location, size and extents of all utilities shown on plans, marked on site, or otherwise inferred from surface features in order to reduce the possibility of damage during the course of construction.

The Contractor shall comply with Underground Service Alert procedures (USA). The Contractor shall excavate by hand digging when excavating within 24 inches of an existing facility. Markings depicting sub-surface facilities may be up to 24-inches horizontal from outside edge of actual location of facility and still be considered properly marked. Depth information will not necessarily be provided. It is the Contractor's responsibility to carefully locate the utility at whatever depth it exists. The Contractor will not be expected to hand dig through pavement. If a marked facility is not encountered within 24 inches of USA marks, the Contractor should immediately call USA and request re-mark. If the Contractor proceeds with non-hand dig excavation methods prior to re-mark, then any damage inflicted upon the facility, even if miss-marked, is the responsibility of the contractor.

Sanitary sewer laterals are typically owned by private individuals and will not necessarily be marked or otherwise located. Cleanouts may not exist or be available to help locate sewer laterals. Non-pressurized sanitary sewer and storm drain facilities in general are not required to be located by the regional notification center regulations. Contractor is responsible for all repairs to damaged non-pressurized sanitary sewer facilities, regardless of markings, if any.

Abandoned facilities are not required to be located per the regional notification center regulations. If an abandon facility is found, the Contractor should contact the suspected owner or operator of the facility in question to confirm abandonment and safety of the abandoned facility prior to removal. The Contractor shall not make adjustments to the locations or alignments of new facilities without the approval of the Engineer. It shall be the decision of the Engineer whether to re-align the new construction or remove the abandoned facility.

The Contractor shall verify the exact locations of underground facilities by “potholing” sufficiently in advance of sawcutting and excavation operations so that locations and alignments can be confirmed or re-evaluated without delay. If the Contractor is forced to reconstruct or reinstall materials in order to make minor alterations to alignment, grade, or location due to existing utilities, such minor alterations shall be made at no expense to the District.

### **3.2.2 Repairs to Damaged Facilities**

Should the Contractor, disturb, disconnect, or damage any utility facility, the Contractor shall immediately notify the owner or operator of the facility. The owner of the damaged utility shall have the option to have the facility repaired by the Contractor, by a third party contractor of the utility’s choice, or to perform the repair itself. If the Contractor is to repair the damaged facility, the repair shall be made within the time frame stipulated by the owner of the facility.

In the case where the facility has been damaged as a result of the Contractor’s failure to comply with the notification requirements of the regional notification center (Underground Service Alert or USA), or the requirements of these specifications, and the owner or operator of the facility has complied with the regional notification center requirements, all costs for the repairs to the facility shall be borne by the Contractor. Any claims made against the District by the owner or operator of the facility shall be paid by the Contractor. Such costs may be deducted by the District from any monies due or that will become due to the Contractor under the Contract. No compensation of any kind shall be provided to the Contractor by the District for construction delays due to repairs to damaged facilities. The Contractor shall not base any damage claims or time extension requests upon any delay related to repairs to facilities damaged by the Contractor.

In the case where the owner or operator of the facility has failed to comply with the regional notification center system requirements, that owner or operator shall forfeit any claim for damages to the facility arising from an excavator who has complied with the requirements and to the extent damages were proximately caused by the owner or operator’s failure to comply. Claims for damages or delays to construction caused by repairs to damaged facilities shall be made directly with the owner/operator of the facility, and not through the SLVWD, unless the SLVWD is the owner/operator.

### **3.3 Saw Cutting and Pavement Removal**

Where excavation is located within paved areas, the pavement shall be neatly saw cut and removed. Saw cuts shall be made beyond the limits of excavation, such that an appropriate “tee section” may be constructed conforming to SLVWD Standard Detail 10,

or the requirements of the appropriate public works agency. Saw cutting for shall conform to the County of Santa Cruz Public Works Figures EP-1, EP-2, and EP-3.

If the saw cut limits are within two feet of edge of pavement, gutter lip or face of curb, the pavement shall be removed completely to that edge.

If saw cut edges become damaged during construction, the Contractor shall make a new saw cut so that edges are neat, vertical and follow straight lines, at no expense to the District.

Where excavation is located within concrete sidewalk, the Contractor shall neatly saw cut the sidewalk only on existing scores. The saw cut limits shall be approved by the District Engineer.

### **3.4 Trench Excavation**

Excavation of the trench shall follow lines parallel to and equidistant from the pipe centerline. This includes all pipelines, services and special location trenches that are excavated in conjunction with the project. Trenches in Santa Cruz County ROW shall conform to the County of Santa Cruz Public Works Trench Backfill Standards, Figures EP-1, EP-2, and EP-3. Trenches in Caltrans ROW shall conform to the trench restoration detail provided in the applicable Encroachment Permit. Trenches outside of Public ROWs shall conform to SLVWD Standard Detail SD-10.

Excavations shall be made to depths and widths required to accommodate construction of the pipeline and structures. In general, excavation shall be made to provide the standard depth of cover to finish grade of 36 inches over the top of the pipe. Similarly, standard depth of cover to valves shall be 36 inches over the top of the bonnet. Excavation shall be made to additional depth if indicated by the Contract Documents or required by the Engineer. Prior approval of the Engineer is required if pipe is to be installed with sub-standard cover.

### **3.5 Trench Base Preparation**

The trench bottom should be constructed to provide a firm, stable and uniform support for the full length of the pipe. Bell holes should be excavated at each joint to permit proper joint assembly and pipe support. Any part of the trench bottom excavated below grade should be backfilled to grade and should be compacted as required to provide firm pipe support. Where, in the opinion of the Engineer, material encountered at the bottom of the trench is found to be unsatisfactory for properly supporting the pipe, additional trench depth shall be excavated, and refilled with material approved by the Engineer. Where the water main is installed in fill areas, the bottom of the trench shall have been compacted to a minimum of 95% relative compaction before the pipe is installed.

### **3.6 Bell Holes**

Bell holes shall be excavated in the bottom of the trench at pipe joint locations of such size that the process of making joints and inspection can be carried on satisfactorily and so that the pipe barrel will bear evenly on the bearing base.

### **3.7 Blasting**

No blasting will be permitted for District projects.

### **3.8 Bracing and Shoring**

Excavations shall be adequately shored and braced so that the earth will not slide or settle, and so that all existing improvements and facilities will be fully protected from damage. All bracing and shoring shall comply with the State of California Construction Safety Orders of the Division of Industrial Safety, and OSHA excavation standards 29 CFR 1926, Subpart P, Trenching and Excavations. Any damage resulting from lack of or inadequate shoring and bracing shall be the responsibility of the Contractor, and all costs for repairs shall be borne by the Contractor. Any claims made against the District by the owner or operator of a damaged facility shall be borne by the Contractor. Such costs may be deducted by the District from any monies due or that will become due to the Contractor under the Contract. No compensation of any kind shall be provided to the Contractor by the District for construction delays due to repairs to damaged facilities. The Contractor shall not base any damage claims or time extension requests upon any delay related to repairs to facilities damaged by the Contractor. The Contractor shall bear all other expenses resulting from such damage.

### **3.9 Disposal of Excavated Materials**

All excavation spoils and demolished facilities shall be removed from the job site promptly and disposed of at a legal disposal site. No spoils or construction debris may be stockpiled within the Right-Of-Way overnight. Temporary stockpiles of materials shall not obstruct vehicular, pedestrian, or bicyclist traffic. Gutters and catch basins shall be maintained and protected from contamination by construction materials and debris at all times.

The Contractor is responsible for worker health and safety and instructing workers on the recognition and reporting of materials that may be hazardous. The Contractor shall provide and pay for testing and analysis by an approved laboratory of suspected impacted soils and groundwater and shall submit results to the District. Any materials to be removed in the course of work that are found to contain hazardous substances as defined by California Health and Safety Code Section 25117 shall not be transported without prior notification and an approved plan of action. Contractor shall minimize delays by continuing performance of the work in areas not affected by hazardous materials operations.

The Contractor shall be responsible for the proper removal and disposal of asbestos-containing materials when necessary for the installation of new facilities or as called for in the course of work. Contractor shall comply with all current federal, state, and local laws, standards, and regulatory agency requirements concerning the handling of asbestos containing materials. Removal and disposal of existing asbestos materials shall be performed using means and methods as recommended by the American Water Works Association, as allowed by OSHA, and by employees who have been properly trained as required by OSHA. Contractor shall submit a copy of all relevant CAL/OSHA documentation, and documented worker training to District prior to handling any asbestos containing materials. Asbestos disturbance and or removal activities shall be conducted by properly trained, accredited, and licensed personnel using proper protective equipment. Such activity must be performed within a posted regulated area intended to keep unauthorized people out of the asbestos work area. Transite pipe shall be cut only with a snap type cutter and never with an abrasive saw. Field cut

transite pipe ends shall not be re-beveled. Asbestos-containing materials must be kept wet and as intact as possible. Such materials must be promptly sealed leak tight in a six mil thick poly bag with labeling that meets OSHA requirements and hauled to a legal disposal facility that accepts asbestos-containing construction debris along with the appropriate waste manifest. The Contractor shall submit a copy of the waste manifest to the District in order to document proper disposal.

## **4 Installation of Ductile Iron (DI) and High-Density Polyethylene (HDPE) Piping**

### **4.1 General**

Ductile Iron water mains and water service laterals shall be installed in accordance with AWWA Standard C600, and these specifications. HDPE water mains shall be installed in accordance with AWWA Manual M55 and these specifications. PVC or other materials are not permitted.

### **4.2 Handling of Pipe and Accessories**

Proper implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe prosecution of the work. All pipe, fittings, and valves shall be carefully lowered into the trench, piece by piece, by means of a crane, ropes or other suitable equipment, in such manner as to prevent damage to water main material, protective coating and lining. Under no circumstances shall water main materials be dropped into the trench.

### **4.3 Laying Pipe**

#### **4.3.1 Cleanliness**

Every precaution shall be taken to prevent foreign material from entering the pipe. If the pipe-laying crew cannot put the pipe into the trench and in place without getting earth or water into it, the Engineer may require that before lowering the pipe into the trench, a heavy, tightly woven canvas bag of suitable size shall be placed over each end and left there until the connection is to be made to the adjacent pipe. No debris, tools, clothing or other material shall be placed in the pipe. The contractor shall visually inspect each piece of pipe to verify cleanliness.

At times when pipe-laying is not in progress, the open ends of pipe shall be closed by a water-tight plug or other means approved by the Engineer. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.

If trench water enters the pipe during construction, or if in the opinion of the Engineer, the pipe has become contaminated, the Special Testing Procedures shall be followed in accordance with the pertinent sections of these specifications.

#### **4.3.2 Unsuitable Conditions for Laying Pipe**

No pipe shall be laid in water or when, in the opinion of the Engineer, trench conditions are unsuitable. Every precaution shall be taken against floating of the pipe, either in existing lines or in the new lines, due to water entering the trench. In case of such floating, the Contractor shall replace or re-lay the pipe at and make good any injury or damage which may have resulted at no expense to the District. All remedial work shall be executed in accordance with the pertinent sections of these specifications.

#### **4.3.3 Direction of Laying**

Pipe shall be laid with the bell ends facing in the direction of laying, unless directed otherwise by the Engineer.

#### **4.3.4 Polyethylene Encasement**

When indicated by the Contract Documents, or directed by the Engineer, the Contractor shall install DI pipe and fittings with polyethylene encasement in accordance with AWWA Standard C105, Section 4.4, Method A. Care shall be taken to prevent soil and foreign material from entering the space between the pipe and wrap.

#### **4.4 Joints for Pipe and Fittings**

##### **4.4.1 Cutting Pipe**

The cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or cement-mortar lining and so as to leave a smooth end at right angles to the axis of the pipe. The flame cutting of pipe by means of an oxyacetylene torch is prohibited.

##### **4.4.2 Cleaning Joint Surfaces**

All lumps, blisters and excess coal tar coating shall be removed from the ends of DI pipe. The outside of the spigot and the inside of the bell of DI pipe shall be wire brushed and wiped clean and dry and free from oil and grease before the joint connection is made.

The outside of the spigot and the inside of the bell of HDPE pipe shall be wiped clean and dry and free from oil and grease before the joint is made.

##### **4.4.3 Permissible Deflection at Joints**

Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstruction or to plumb stems, or where long-radius curves are permitted, the deflection shall not exceed the manufacturer's recommendation. Bends shall be used whenever individual deflections exceed those specified by the manufacturer.

##### **4.4.4 Joint Types**

Joints between lengths of DI pipe shall be push-on rubber ring, bolted flange, or mechanical joint. Joints between lengths of HDPE pipe shall be fused, bolted flange, push-on rubber ring, or mechanical joint. Other joint types shall be approved by the Engineer.

All pipe joints shall be installed in accordance with the pipe manufacturer's instructions.

The pipe shall be marked a known distance from the end of the spigot, so that spigot embedment in the joint may be verified. Pipe spigots shall be evenly beveled and thoroughly de-burred. Pipe joint surfaces shall be wiped clean and gasket lubricant applied immediately prior to joint assembly to prevent dirt from becoming lodged in the gasket.

All uncoated areas of fittings and joint related hardware shall be completely covered in bitumastic coating by either brush or spray application to protect against corrosion.

#### **4.4.5 Restrained Joints**

Pipe joints shall be restrained at all fittings, all valves, and where required by the Engineer. In addition to the fitting joints themselves, a length of pipe, as measured along the pipe from the fitting, shall be restrained. The restrained length shall be determined from SD-13, or specified by the Engineer.

All joint restraint hardware shall be installed in accordance with the manufacturer's instructions. Bolts shall be tightened to the manufacturer-recommended torque. A torque wrench shall be used to tighten pipe-gripping joint restraints if the factory-provided break-away bolt heads are missing.

All uncoated joint restraint related hardware shall be completely covered in bitumastic coating by either brush or spray application to protect against corrosion.

In the event that it is infeasible to install restraining joints as described above, the Contractor shall install an unrestrained joint and thrust blocks or reverse anchors in accordance with the pertinent sections of these specifications and SD-13.

#### **4.5 Miscellaneous**

The Contractor shall install test stations, insulating fittings, joint bonds and other cathodic protection facilities as indicated by the Contract documents, or the Engineer.

## **5 Storage Tanks**

### **5.1 Materials and Construction**

New potable water storage tanks shall be designed and constructed in conformance with one of the following:

1. Welded steel per AWWA D100 and most recent County and State Building Codes; interior epoxy coated per NSF 61
2. Bolted steel per AWWA D103 and most recent County and State Building Codes; interior epoxy coated per NSF 61/372
3. Concrete cast-in-place per AWWA D115-17, D110-95, or D115-95; interior to be either NSF 61 compliant concrete or epoxy coating

Commercially available polyethylene tanks may be used for temporary installations; advance approval by the Engineer is required.

### **5.2 Foundations**

Tank foundation shall be concrete ringwall (Type 1) per AWWA D103-19 section 13.4.1 or granular berm with steel retainer ring (Type 5) per AWWA D103-19 section 13.4.5. Temporary polyethylene tanks may be placed on a concrete slab or redwood platform as approved in advance and in writing by the Engineer on a case-by-case basis.

### **5.3 Access**

All tanks shall provide for a minimum of two (2) manways, minimum size 24-inch diameter; minimum one (1) roof hatch, minimum size 24-inches square. Roof hatch shall be equipped with a hasp to allow locking of hatch to prevent unauthorized access. All tanks shall provide for both an interior ladder and exterior stairs for access to the roof. Exterior stairs and interior ladders shall conform to OSHA requirements; exterior stair shall include a lockable enclosure to control roof access. Temporary polyethylene tanks are exempt from this section.

### **5.4 Site**

Tank sites shall be paved and provided with a minimum 8-foot wide paved connection to the nearest roadway. Paving shall conform to these Specifications. Route of connection shall be approved in advance by the Engineer, in writing. Site shall be provided with a minimum 6-foot high chain link fence equipped with a lockable gate for vehicle access. Gate shall be minimum 8-foot in width when fully open. Temporary polyethylene tanks are exempt from this section.

### **5.5 Overflow**

Provide steel internal and external overflow pipe, internal weir box, if required, and supports as shown on the plans. Temporary polyethylene tanks are exempt from this section.

## **5.6 Venting**

Provide a central roof vent, minimum 48-inches in diameter. Vent screened area shall be minimum 12-inches high or as specified by the project plans and equipped with a watertight cover to prevent rain intrusion. Minimum roof to screen clearance is 8-inches, in conformance with EPA requirements.

Temporary polyethylene tanks are exempt from this section.

## **5.7 Level Indication**

Provide an exterior level indication system showing depth of water in the tank measured in feet.

Temporary polyethylene tanks are exempt from this section.

## **5.8 Sample Taps**

Smooth-nosed sampling tap(s) shall be provided to facilitate collection of water samples for both bacteriological and chemical analyses. The sample tap(s) shall be easily accessible. Invert of tank wall penetration shall be a minimum of 6-inch above the invert of the tank outlet.

## **5.9 Sizing**

All tank designs shall provide storage volume in conformance with local and State Fire District requirements. Designers shall provide documentation and/or calculations as required to demonstrate compliance.

## **6 Installation of Appurtenances**

### **6.1 Hot Tap Connections**

In the locations indicated by the Contract Documents or the Engineer, the Contractor shall install a hot tap connection in accordance with these specifications, and AWWA C600 or C605. No hot tap connections shall be made without the presence of the Engineer or Engineer's designated representative. The Contractor shall schedule inspection with SLVWD a minimum of two working days in advance of making any hot tap connection.

#### **6.1.1 Tap Location**

The Contractor shall expose the main for 24 inches on either side of the proposed tap location to confirm that no other taps, bells, or other fittings exist near the new tap. No taps shall be made within 18 inches of another tap, nor 24 inches from any fitting, bell, or other joint. Multiple taps in the same stick of pipe shall be staggered around the circumference of the pipe, at a minimum 30-degree stagger and a maximum 45-degree stagger.

#### **6.1.2 Tap Installation**

The Contractor shall clean the main and install the appropriate tapping saddle or sleeve. Direct taps are prohibited. The bit used to drill into the main shall be a hole-saw or shell bit unless approved otherwise by the Engineer. For services smaller than 4 inches, the diameter of the bit shall not be smaller than one eighth of an inch less than the size of the service. For services 4 inches and larger, the diameter of the bit shall not be less than one quarter of an inch less than the size of the service. The bit shall be equipped with a coupon-retention mechanism, such as a barbed pilot bit.

#### **6.1.3 Use of Purge Valve**

During the tapping operation, the Contractor shall maintain positive flow of water out of the main, such that cuttings are continuously flushed out. This may be achieved by opening the purge valve on the tapping equipment or tapping saddle or sleeve. If the tapping equipment does not have an integral purge valve, the Contractor shall install a temporary tee between the corporation stop and the tapping machine, and attach the purge valve to the tee.

#### **6.1.4 Polyethylene Encasement**

When a hot tap connection which utilizes brass and copper, is made to an iron or steel main, the brass tapping saddle shall be completely covered in bitumastic coating by either brush or spray application. The main, saddle and service line shall be encased in polyethylene wrap for a minimum distance of 3 feet from the hot tap connection.

When a hot tap connection is made to a main which is encased in polyethylene, the polyethylene shall be neatly cut back out of the way of tapping operations, and protected from damage. In accordance with AWWA C105, the finished hot tap connection, associated hardware and service line shall be encased in polyethylene wrap for a minimum of 3 feet along the service lateral from the encased pipe.

## **6.2 Installation of Valves**

The Contractor shall install valves at the locations indicated by the Contract Documents or where directed by the Engineer. Valves shall not be located in concrete sidewalks, aprons or gutters, unless approved by the Engineer. On mains smaller than 12 inches in diameter, the spacing between valves shall not exceed 1,000 feet. Four valves shall be installed at each cross. Two valves shall be installed on each tee: one in the main flow direction and one on the leg branching from the main flow direction. Valves shall be installed directly on the cross or tee, unless directed otherwise by the Engineer.

Installation of valves shall conform to SD-2 and these specifications. For all valve installations where the top of valve nut is more than four feet below the ground surface, a valve nut extension shall be installed so that the operating nut is within 12 inches of the ground surface. Valve nut extension stems shall have a rust-inhibitive coating and be equipped with a circular spacer to ensure that the stem extension stays centered within the valve box.

Joints between valves and pipe or other fittings shall be restrained in accordance with the pertinent sections of these specifications for the applicable pipe type. Joints in pipe adjacent to valves shall be restrained in accordance with the pertinent sections of these specifications and SD-13.

Uncoated joint hardware, and areas on the valve body where coating has been damaged shall be completely covered in bitumastic coating by brush or spray on application to prevent corrosion.

The Contractor shall note that only SLVWD Personnel are authorized to operate valves on the existing system. The Contractor may operate valves on new construction that has not been connected to the existing SLVWD water system.

### **6.2.1 Valve Box Installation**

A valve box and lid shall be installed over operating nuts per SD-2. If valve boxes are exposed above the ground surface, they shall be protected from damage until completion and acceptance of the contract work.

Valves boxes shall be installed flush with finished grade and centered on the valve nut, such that the centerline of the riser is aligned with the axis of the operating nut. Valve boxes and risers which have shifted during backfill operations and are no longer aligned in this manner shall be re-excavated and realigned to the satisfaction of the Engineer.

Valve boxes and lids shall be inspected by the contractor prior to installation to ensure that the lid is silent when driven over by vehicles. Noisy gate valve boxes and/or lids shall be removed and replaced at no expense to the District, or shall be remedied in a manner acceptable to the Engineer.

### **6.2.2 Valve Box Adjustment**

Valve box rims shall be adjusted to be flush with the finished grade whenever paving is overlain or existing grades are changed. Adjustment shall be made by removing paving, concrete collar or redwood blocks, and affected backfill. Valve boxes with existing concrete collars shall be replaced with a new valve box. A new concrete collar shall be poured around the box per SD-2. Pavement or landscaping surrounding valve box shall be replaced in-kind. Use of grade rings is prohibited.

Damaged lids shall be replaced. Replacement lids shall be inspected by the contractor to ensure that the lid is silent when driven over by vehicles. Noisy gate valve boxes and/or lids shall be removed and replaced at no expense to the District, or shall be remedied in a manner acceptable to the Engineer.

### **6.3 Installation of Blow-Offs**

Where indicated by the Contract Documents or designated by the Engineer, the Contractor shall install either a temporary or permanent blow-off. A permanent blow-off is defined as one that will be left in place upon completion of the work. Permanent blow offs shall conform to SD-6 and these specifications. Temporary blow-offs shall be removed by the Contractor after testing has been completed and approved by the Engineer. The Contractor shall execute all work related to the installation and removal of blow-offs in accordance with the pertinent sections of these specifications. Unless otherwise specified by the Engineer, the size of blow-offs shall be 2 inches. Blow-offs shall be installed on mains at low points, dead-ends and disinfection locations.

### **6.4 Air Valve Installation**

The Contractor shall install an air valve in accordance with these specifications and SD-7 at locations indicated by the Contract Documents or where required by the Engineer. Air valves are required at each high point in all transmission water mains. Air release valves shall be located so that the vent opening is above the 100-year flood level or the highest recorded water level, whichever is higher.

If indicated by the Contract Documents or the Engineer, the Air valve shall be installed in a below grade configuration per SD-7. Air valves may be installed in below grade configuration only with prior approval of the Engineer.

In locations where vandalism of the air valve is a concern, the Engineer may require that the Contractor install a locking steel enclosure. The enclosure shall be installed upon a reinforced concrete pad and shall be painted with "hunter green" enamel.

### **6.5 Fire Hydrants**

Fire hydrants are allowed for public fire protection purposes only. Private hydrants may be located on private property but shall be connected to a standard fire service with an approved backflow prevention device. Adequate water main size and point of connection shall be verified prior to installation. Water main replacement or extension may be required to provide adequate pressure and flows. The Contractor shall provide 48-hours' notice to the SLVWD to schedule inspections prior to construction. Out of service hydrants shall be bagged with a canvas or orange bag. The Engineer shall notify the local fire agency when hydrants are turned on or off.

#### **6.5.1 Fire Hydrant Location Requirements**

Fire hydrant locations shall be approved by the Engineer and the local fire department prior to installation. The installer/developer shall notify the owners of all properties within 250 feet of the proposed hydrant location in writing a minimum of five working days before the hydrant is installed.

Fire hydrants shall connect only to water mains 6 inches and larger in diameter. Installation of hydrants on mains less than 6 inches in diameter shall be at the direction of the District Engineer only.

The standard location for fire hydrants is in the sidewalk with the center of hydrant set 9 inches back from the back of curb. Clear sidewalk width around fire hydrant, including protrusions, shall not be less than 3 feet. Where the sidewalk is less than 6 feet wide, the hydrant location shall be approved by the applicable public works agency, in addition to the Engineer and fire department.

No fire hydrant shall be located within 10 feet of a driveway approach. No fire hydrant shall be located within 3 feet of walls, poles, or any other vertical obstructions. Consideration shall be given to proximity of young shrubs. No fire hydrant shall be located within the drip line of existing mature trees. Consideration shall be given to the proximity of young trees.

The hydrant lateral length shall be minimized by locating the hydrant on the short side of the water main. Excess fittings shall be eliminated by using full lengths of pipe. Bends in the lateral are prohibited, subject to the discretion of the Engineer.

The hydrant location shall be selected to minimize impacts on neighborhood parking and aesthetics. Hydrants located mid-block shall be placed to straddle extended property lines, so that the hydrant is not located directly in front of one parcel.

If an easement is required for the hydrant location and clearances, the applicant shall prepare the easement using the District's format and language and obtain any necessary survey information. The District shall review and approve the easement before it is finalized.

#### **6.5.2 Fire Hydrant Installation**

The Contractor shall install a new fire hydrant where indicated by the Contract Documents or the Engineer. Fire hydrants shall be installed per SD-3, and these specifications.

The fire hydrant shall connect to the water main via 6-inch diameter lateral pipe. The lateral piping shall consist of DI or HDPE pipe installed in accordance with the pertinent sections of these specifications. Every joint on the lateral shall be restrained. The hydrant lateral trench shall be constructed in accordance with SD-10. The minimum depth of cover is 36 inches. The Contractor shall install a thrust block per SD-8 at the base of the hydrant bury and behind the tee or tapping sleeve used to connect to the water main.

The hydrant and hydrant bury shall be installed plumb. The hydrant bury shall be properly sized such that the upper flange face of the check valve assembly is minimum 2-inches, maximum 4-inches above finished grade, and adequate clearance is provided to flange bolts. Flange bolts shall be installed with the bolt shaft pointing down.

Fire hydrants shall be installed with the large 4.5-inch diameter outlet facing the street. Fire hydrants shall be painted with "post international yellow" enamel.

Contractor shall install traffic bollards in accordance with SD-3 and these specifications at all hydrants.

All related work such as saw cutting, trenching, hot tapping, backfill and paving shall be executed in accordance with the pertinent sections of these specifications.

#### **6.5.3 Fire Hydrant Relocation**

When indicated by the Contract Documents or the Engineer, the Contractor shall relocate a fire hydrant. The Contractor shall remove the existing hydrant, and install

a new hydrant in accordance with all pertinent sections of these specifications. All new parts shall be used in the installation of said fire hydrant, unless approved otherwise by the Engineer.

## **6.6 Flexible Couplings and Repair Clamps**

With the approval of the Engineer, connections to existing water mains may be made with flexible couplings when the existing main is made of material which will not allow a restrained joint. Such couplings shall be installed in accordance with the manufacturer's recommendations. Care shall be taken to ensure that the pipes are in proper alignment and that smooth surfaces have been provided so that the couplings can be properly fitted. Attention shall be paid to the fact that flexible couplings are not restrained joints. Care shall be taken to not interrupt the required restrained length of an existing pipe in the act of repairing it.

Broken or leaking water mains may be repaired with stainless steel repair clamps. Such clamps shall be installed in accordance with the manufacturer's recommendations and the discretion of the Engineer.

All uncoated areas of flexible couplings, repair clamps, and any non-stainless steel hardware shall be completely covered in bitumastic coating by either brush or spray application to protect against corrosion.

## **6.7 Water Services**

When indicated by the Project Documents or the Engineer, the Contractor shall install a complete service line in accordance with these specifications and applicable Details. A water service shall consist of a hot tap connection to the main, lateral piping, installation of a meter box, all meter-related fittings and pipe, and a backflow prevention assembly where required by District regulations. All related work such as excavation, pavement removal and replacement shall be executed in accordance with the pertinent sections of these specifications.

Water services 1 inch and smaller in diameter shall be installed per SD-4. Water services 1.5 inch or 2 inches in diameter shall be installed per SD-5.

Services may be combined in certain instances with the approval of the Engineer. Combination fire and domestic services for single family dwellings shall be installed per Detail 4. Multiple 1-inch and smaller domestic and irrigation services may be combined per Detail 3.

All water meters, regardless of size, connected to the SLVWD system shall be purchased by and remain property of SLVWD. Under no circumstances shall anyone other than SLVWD personnel remove a water meter once the service has been inspected and approved, unless otherwise directed by SLVWD personnel. Customer-owned sub meters are allowed, if located on the customer's side of the District owned meter.

### **6.7.1 Service Lateral Installation**

The Contractor shall make a hot tap connection in accordance with the pertinent sections of these specifications and SD-4. No service taps shall be made within 18 inches of another service tap, nor within 24 inches of any fitting, bell, or other pipe joint. With the approval of the Engineer, the location of the tap may be offset up to 8 feet horizontally from the meter box location to avoid such obstacles.

The Contractor shall install a service line of size, material and in the alignment indicated by the Contract Documents or the Engineer. Service lines may be laid in an open cut trench or placed through a hole produced by a horizontal jacking or drilling tool. The Contractor shall minimize the number of joints in service lines by using full lengths of pipe.

Service lateral trenches shall be constructed in accordance to SD-10. The minimum cover for services is 24 inches.

Five feet clear horizontal distance shall be maintained between water service laterals and sanitary sewer laterals. Three feet clear distance shall be maintained between water service laterals and other utility lines. If there is no alternative but to install a sanitary sewer lateral within the minimum clear distance, the Engineer may allow the installation if the sanitary sewer lateral is encased in concrete. Water service laterals shall not be constructed in joint trenches with any other utility.

#### **6.7.2 Disinfection**

Service laterals shall be disinfected if required by the Engineer. Disinfection and testing shall be executed in a manner approved in advance by the Engineer.

#### **6.7.3 Meter Box Installation**

The Contractor shall install meter boxes in the locations indicated by the contract documents or the Engineer. Meter boxes shall be installed in accordance with SD-4 and these specifications.

All District-owned meter boxes shall be located within County Right-of-Way or in utility easement allowing installation and maintenance of water mains, laterals, and water meters. If an easement is required, the applicant shall prepare the easement using the County's format and language and obtain any necessary survey information. The District shall review and approve the easement before it is finalized.

#### **6.7.4 Meter Box Relocation or Service Retrofit**

Where indicated by the Contract Documents or the Engineer, the Contractor shall relocate and/or retrofit a service.

Meter boxes may be offset from the standard location (which is perpendicular to the main), up to 8 feet along the public road right of way. If a meter box must be relocated further than 8 feet from its original location, the service lateral shall be removed and a new service installed in accordance with pertinent sections of these specifications.

The Contractor shall schedule a service line shut down with the SLVWD a minimum of two working days in advance of the proposed relocation or retrofit. The Contractor shall expose the valve or corporation stop for SLVWD personnel to operate. Only SLVWD personnel may operate valves or corporation stops. Pipe freezing as a means of temporary shutdown of a service may be allowed at the discretion of the Engineer. In no instance shall service pipe be crimped.

The Contractor shall remove the old meter box, related fittings and lateral piping, and install a new meter box, related fittings and lateral piping in accordance with the pertinent sections of these specifications. The new service shall fully conform to the latest version of these specifications. The extents of lateral piping to be replaced shall be determined solely by the Engineer. All related work such as backfill, paving

and site restoration shall be executed in accordance with the pertinent sections of these specifications, and the specifications of the applicable public works agency.

## **6.8 Installation of Backflow Prevention Assemblies**

The Contractor shall install a backflow prevention assembly in the location indicated by the Contract Documents or the Engineer. Backflow prevention assemblies shall be installed in accordance with SLVWD regulations, SD-15, and the pertinent sections of these specifications. Backflow prevention assemblies shall remain the property and responsibility of the parcel owner.

All backflow prevention devices or assemblies installed shall be models listed on the List of Approved Backflow Prevention Assemblies maintained by the Foundation for Cross-Connection Control and Hydraulic Research and the University of Southern California. A link to this list is provided on the District website: <https://www.slvwd.com/engineering>

Following acceptance of the installation, the assembly shall be performance tested on an annual basis at the owner's expense by a certified tester selected from the SLVWD approved list. Owner shall maintain test records documenting proper operation of the assembly for a minimum of 7 consecutive years, to include the most current test.

### **6.8.1 Location**

The backflow prevention assembly shall be located within 8 feet of the meter to which it is attached. If there is no meter on the service, or if the meter is integral with the assembly, the assembly shall be located within 8 feet of the right-of-way line. The assembly shall be installed such that the device is readily accessible for testing and maintenance. The location of all assemblies shall be approved by the Engineer prior to installation.

### **6.8.2 Assemblies**

Backflow prevention assemblies shall be greater than or equal to the diameter of the service designated by the Engineer. Two or more backflow prevention assemblies may be installed in parallel if a continuous water supply is desired during testing and repairs. In this case, the sum of the cross-sectional areas of the assemblies shall be at least equal to the cross-sectional area of the service connection.

### **6.8.3 Protective Cover or Cage**

If the assembly is installed where vandalism or damage due to freezing may be a problem, the unit should be protected and secured at owner's expense. Handles of valves may be removed to discourage tampering. Alternatively, a protective cage or cover can be installed over the unit.

In cases where the water meter is to be installed above-ground, integrated with the backflow prevention assembly, the water meter shall be protected with a locking enclosure approved in advance by the Engineer.

Cages shall be installed so that adequate clearance is available for maintenance and testing or that the cage is completely removable. The Contractor shall allow for any discharge from the relief valve to fully drain from the protective cage or cover.

## **6.9 Pipe Location Wire**

The installation of non-metallic water main or service shall include a coated, stranded 10-gauge copper wire taped directly on the pipe per SD-4 and these specifications.

The wire shall be taped to the top of the pipe using duct or similar tape at intervals not exceeding 20 feet. The interval may be decreased by the Engineer to ensure that the wire remains securely in place during backfill operations.

The copper wire shall be continuous. If continuity is not possible, the Engineer may allow wire to be spliced by soldering. Soldered joints shall be made in a workmanlike manner to ensure long term mechanical strength and electrical continuity. The wire shall be heated, flux applied, and the solder shall be melted by the hot wire, such that the solder flows readily into the wire strands. The joint shall not be moved until it has cooled. Joints that are cloudy in appearance shall be reheated so that they are shiny. The soldered joint shall be wrapped in vinyl electricians tape or heat-shrink tubing.

Pipe location wire shall be brought up on the outside of all valve box riser pipes, and held in place inside the valve box by wedging it securely between the valve box and the riser pipe or in a vertical slot cut in the top of the riser pipe per SD-4. Pipe locating wires shall not be installed in contact with metal valve key extensions or other metal pipes or appurtenances. Pipe location wires brought to grade at facilities other than valve boxes shall be secured to the facility where they reach grade wrapping and taping in a manner that can reasonably be expected to secure the wire, prevent inadvertent contact of the conductor with any other metal object, and protect the wire from incidental damage.

## **6.10 Chlorination Tap**

Where indicated by the Contract Documents or the Engineer, the Contractor shall install a chlorination tap per SD-11, and these specifications. The chlorination tap shall be centered in the meter box. Chlorination taps shall not be located further than 10 feet downstream of the beginning of the section to be chlorinated.

## **6.11 Pressure Regulating Station**

The Contractor shall install pressure regulating stations at the locations indicated by the Contract Documents or where directed by the Engineer. In saturated ground, the pressure regulating station vault shall be located in a shed of design approved by the Engineer. Pressure regulating stations installed below ground shall include a drain from the vault. The station vault shall be easily accessible with ladder rungs mounted in vaults deeper than 3 feet and spaced per OSHA requirements. The station shall have an H/20 load rating, vaulted, padlock-capable aluminum lid with a gooseneck type screened vent. All exposed pipe and fittings shall be painted with non-VOC epoxy paint or with 2 coats of rust preventative enamel.

## **6.12 Sample Station**

The Contractor shall install sample stations at the locations indicated by the Contract Documents or where directed by the Engineer. The stations shall be installed as indicated on SD-12. The station shall be easily accessible. All exposed pipe and fittings shall be painted with "hunter green" non-VOC epoxy paint or with 2 coats of rust preventative "hunter green" enamel.

### **6.13 Appurtenant Concrete Work**

The Contractor shall install plain and reinforced concrete required for construction of appurtenances where indicated by the Contract Documents, or the Engineer. Concrete work shall conform to current applicable ACI standards. Concrete for thrust blocks, reverse anchors, post embedment, and concrete collars may be hand mixed on site or delivered ready-mixed.

The ground against which concrete is to be placed shall be moistened previous to placement so that it will not absorb excessive moisture from the green concrete. Forms required shall be smooth, mortar tight and of sufficient strength to maintain shape during the placement of the concrete. Placement methods shall be such that the concrete will be placed in its final position without segregation. All concrete shall be rodded and spaded to ensure smooth surfaces along form lines and to eliminate rock pockets. The use of mechanical vibrators is not required on anchors and valve supports.

Concrete shall not be placed in free water. Pumping from the interior of any foundation enclosure shall be done in such a manner as to prevent the concrete from being carried away. No pumping will be permitted during the placing of concrete, or for a period of 24 hours thereafter, unless it is done from a suitable sump separated from the concrete. Water shall not be allowed to stand on any concrete until the concrete has attained its initial set.

#### **6.13.1 Thrust Blocks and Reverse Anchors**

The Contractor shall install thrust blocks at all fittings where indicated by the Contract Documents or where required by the Engineer. Thrust blocks on fittings 10 inches in diameter and smaller shall be installed per SD-8. Thrust blocking on fittings larger than 10 inches in diameter, at depths less than 36 inches, or in poor soils shall be designed on a case-by-case basis in conformance with currently accepted practice. Designs shall be approved by the Engineer prior to construction.

### **6.14 Traffic Bollard Installation**

Where indicated by the Contract Documents or the Engineer, the Contractor shall install a traffic bollard per SD-15, and these specifications.

Traffic bollards shall be installed plumb and shall be four feet tall unless otherwise directed by the Engineer. The concrete foundation or paving at the base of the bollard shall be sloped away from the steel pipe such that water is prevented from ponding adjacent to the pipe. The traffic bollard shall be painted with "post international yellow" enamel unless it is protecting a private fire hydrant or backflow device, in which case it may be painted to match the device. Traffic bollards shall have a 6-inch tall reflective strip placed near the top of the bollard after it is painted.

## **7 Backfill and Paving**

### **7.1 General**

Before backfilling, the trench shall be cleared of all debris and deleterious material such as wood blocks, grade stakes, paper, rope, rags, rocks and pavement chunks. Care shall be taken to ensure that the material used for backfilling is free from such debris.

Following completion and acceptance of the backfill, the area shall be paved in accordance with these specifications and Santa Cruz County Details EP-1, EP-2, and EP-3 or Caltrans Encroachment Permit requirements, as applicable to the location.

Unless otherwise approved by the Engineer, no more than 50 feet of trench shall be open and plated at the end of each work day.

### **7.2 Backfill**

Backfill of trenches shall conform to the County of Santa Cruz Public Works Trench Backfill Standards, Figures EP-1, EP-2, and EP-3 or the requirements set forth in the Encroachment Permit, if applicable. This requirement applies to all pipelines, services and other excavations in conjunction with the project.

The Contractor shall in general, install pipe at the standard depth of 36-inches of cover, measured at the bell. Where there is no reasonable alternative but to install water main or water services 6-inches and larger with less than 36-inches of cover, a 12-inch thick arched concrete cap which transfers loading to competent soil on either side of the water main shall be constructed in place of standard backfill, and class 350 or better DI pipe shall be installed as described in Section 4 of these specifications. Approval of District Engineer is required for installation in this manner.

Backfill material shall not be placed over or around any fitting, thrust block, restrained joint, or cathodic protection system component until the object has been inspected and approved by the Engineer. After completion of the installation of the pipe and appurtenances to the satisfaction of the Engineer, the remainder of the trench shall be backfilled.

During the process of backfilling, any timbering, sheeting, shoring or sheet piling used to shore the excavation shall be carefully removed in such a manner as will result in a minimum of caving, lateral movement or flowing of the soil.

#### **7.2.1 Backfill Placement**

Backfill in Santa Cruz County ROW shall be 2-Sack slurry per SD-10. Backfill in State ROW shall conform to the requirements of the Caltrans Encroachment Permit. Backfill in unpaved areas outside of the Santa Cruz County ROW shall be as follows:

The sand backfill immediately surrounding the pipe (pipe-zone) shall be brought up evenly on each side of the pipe and thoroughly tamped in place. Installation of HDPE pipe requires that the material from the bottom of the pipe to the spring line of the pipe (haunching) be hand-tamped to the satisfaction of the Engineer. Pipe-zone sand backfill shall cover the pipe by the depth indicated by the appropriate Detail or the Engineer. Pipe-zone sand shall be moisture conditioned and uniformly compacted to 90% relative compaction.

The remaining portion of the backfill extending from the top of the sand to the underside of the paving (trench zone) shall consist of Caltrans Class II aggregate base. Trench-zone aggregate base shall be moisture conditioned and uniformly compacted to 95% relative compaction.

Trench-zone backfill for service laterals shall be controlled low strength material (CLSM) unless approved otherwise in advance by the Engineer.

With approval of the Engineer, tunneling for short distances under existing facilities, sidewalks and pavement may be allowed. Tunneled sections shall be backfilled with CLSM.

The final lift of backfill material in trenches through unpaved areas shall consist of topsoil similar to that removed, or other material approved by the Engineer, compacted to 90% relative compaction.

### **7.2.2 Compaction Methods**

The Contractor shall compact backfill by mechanical means, using equipment approved by the Engineer. The maximum loose-placed lift thickness shall be 8-inches or as determined by the Engineer, based on the type of compaction equipment used, and the observed quality of the work. Native soils are generally not free draining; thus hydraulic compaction methods are prohibited.

### **7.2.3 Compaction Testing**

The Contractor shall verify the compaction of all backfill material installed. The number of tests required shall be determined by the length of the trench divided by 50 feet. However, the intervals between compaction tests, and the locations of the tests shall be as determined by the Engineer.

The Contractor shall provide the name, contact information and provide the qualifications of an independent Geotechnical Engineering Firm who is routinely engaged and fully qualified to conduct the confirmation tests specified. The laboratory shall be approved in writing by the Engineer prior to the start of any backfill operations. All costs of materials and confirmation testing shall be borne by the Contractor.

The maximum dry density of each type of backfill material shall be submitted to the Engineer as part of the materials submittal. Copies of the field test reports shall be submitted to the Engineer prior to paving, upon request of the Engineer, or upon acceptance of the work.

If indicated by the Contract Documents or the Engineer, The District will retain the services of a geotechnical engineering firm, and coordinate all compaction testing. In this case, The Contractor will not be relieved of the duty of providing work which complies with these specifications. The Contractor shall coordinate their work schedule with the Engineer such that the work is accessible to the District's compaction tester. No compensation will be provided to the Contractor for construction delays due to compaction testing. The Contractor shall not base any damage claims or time extension requests upon delay related to compaction testing. No compensation will be provided to the Contractor for work or materials that must be removed and replaced to provide proof of compliance with these specifications.

If any compaction test reveals sub-standard compaction, or if the Engineer observes evidence of sub-standard compaction, the Contractor shall replace and/or re-work

the backfill material within the limits designated by the Engineer. The re-worked area shall be re-tested in the location(s) designated by the Engineer. All remedial work shall be done at no cost to the District.

### **7.3 Paving**

Following the Engineers acceptance of the backfill, roadway and/or sidewalk paving shall be replaced in kind wherever it has been removed. Paving which has been damaged by operations of the contractor shall be replaced in kind per these specifications at no expense to the District. The materials and methods used for paving shall conform to the specifications of the appropriate public works agency and shall be approved by the Engineer. The final surface attained shall be subject to the approval of the Engineer.

Permanent surfacing material shall be placed on the base as soon as possible after backfilling is accepted. Prior to replacing the pavement, the edges of the existing pavement shall be neatly saw cut to a vertical plane and in straight lines. If the existing pavement was previously saw cut and the condition of edges has deteriorated, the Contractor shall saw cut new edges at no expense to the District. The edges shall be thoroughly cleaned of all mud, dirt and dust before placing the surface material.

All traffic striping (centerlines, fog lines, lettering, etc.) shall be replaced in-kind. Thermoplastic striping shall be applied if required by the Engineer.

#### **7.3.1 Asphalt Concrete Paving**

The roadway surfacing shall be replaced to a depth equal to the existing depth, but not less than 3 inches.

The edges of the existing pavement shall be completely coated with an asphaltic emulsion by spraying. Brushes or daubers shall not be used.

Proper asphalt temperature shall be maintained during paving operations. Hot mix asphalt shall come off the truck at a temperature greater than 275 degrees Fahrenheit. Spread and breakdown of the asphalt shall be completed before the asphalt cools below 200 degrees Fahrenheit. The paving shall be finished before the asphalt cools below 150 degrees Fahrenheit. Asphalt shall not be placed if the temperature of existing pavement adjacent to the area to be paved is less than 50 degrees Fahrenheit.

The completed surfacing shall be thoroughly compacted by power roller and shall be free from ruts, bumps, depressions or irregularities. A seal coat shall be applied if required to match the surface texture of the existing pavement. The final pavement surface shall transition smoothly to the existing pavement.

The Contractor shall fill all saw cuts with sand and seal with an asphalt crack sealant approved by the Engineer.

If there will be a delay in final paving, a temporary 1-inch thick asphaltic plant mix surface shall be placed immediately after backfilling has been completed and removed just prior to placing the permanent surfacing material. Until the permanent surfacing material is placed, the base rock or temporary asphaltic plant mix at the surface of the trench shall be maintained at all times at a grade level with the adjacent street.

### **7.3.2 Portland Cement Concrete Paving**

The edges of the existing pavement and the surface of the base material shall be thoroughly wetted just prior to placing new concrete.

Concrete paving shall be 6-inches minimum thickness unless specified otherwise by the Engineer. Concrete shall be placed to match all existing expansion joints and deep scores. Concrete shall be edged with a ¼ inch chamfer. Concrete paving shall be reinforced with #4 rebar dowels placed at 24 inches on center, each way. Reinforcing steel shall be centered vertically in the pavement section. Reinforcing steel shall be embedded a minimum of 6 inches into adjacent Portland cement concrete paving and epoxied in place. Concrete certification tickets shall be submitted to the Engineer.

## **8 Removal and Abandonment**

### **8.1 Valves**

Valves appurtenant to water mains which are to remain in service shall be removed in accordance with these specifications when no longer needed. In-place abandonment of valves attached to mains which will remain in service is not allowed. Valves appurtenant to water mains to be abandoned may be abandoned in place in accordance with these specifications.

#### **8.1.1 Valve Removal**

The water system shall be shut down in accordance with the pertinent sections of these specifications.

The Contractor shall remove the valve, valve box, lid, riser pipe, concrete collar, and associated components. If the valve is attached directly to a flanged or mechanical joint fitting or tapping sleeve, the valve shall be removed and replaced with a blind flange or mechanical joint plug. If the valve is inline, or attached to an unrestrained fitting, the pipe, fitting and valve shall be neatly cut out, removed completely, and replaced with a new section of pipe. The system shall be re-pressurized and the Engineer shall inspect for leaks prior to backfilling.

All related work such as saw cutting, trenching, pipe installation, backfilling, and paving shall be executed in accordance with the pertinent sections of these specifications. If tracer wire is present, care shall be taken to maintain its continuity. If tracer wire is not continuous, it shall be spliced in accordance with the pertinent sections of these specifications.

The water system shall be re-pressurized, flushed, and sampled in accordance with the pertinent sections of these specifications.

#### **8.1.2 Valve Abandonment**

The Engineer shall confirm that the valve is closed. The Contractor shall remove the valve box, lid, concrete collar, and associated components, leaving the riser pipe in place. The hole above the valve shall be filled with 2-sack slurry or concrete up to the bottom of the pavement section. All related work such as saw cutting and paving shall be executed in accordance with the pertinent sections of these specifications.

### **8.2 Pipeline Abandonment**

The Contractor shall plug the ends of all abandoned pipelines where they have been cut open by the Contractor. This requirement applies to pipelines that the Contractor abandons, and to existing abandoned pipelines that the Contractor has cut to make way for new facilities.

Abandoned pipelines shall be plugged with concrete. The concrete shall be compacted into the pipe so that it forms a complete seal around the entire circumference of the pipe. Pipes abandoned in areas of steep slope or excessive groundwater may require additional plugging or grouting at the discretion of the Engineer.

### **8.3 Fire Hydrant Removal**

The Contractor shall remove Fire Hydrants indicated for removal on the Contract Documents or by the Engineer. The fire hydrant bury shall be removed to a minimum 2

feet below grade and plugged with concrete. The concrete shall be compacted into the bury so that it forms a complete seal around the entire circumference of the pipe. Valves, valve boxes, paving and sidewalk shall be removed and/or replaced in accordance with the pertinent sections of these specifications. Salvaged hydrants shall be delivered to the District at the Operations Building unless otherwise specified in writing by the Engineer.

The Engineer shall notify the local fire agency when hydrants are removed from or put into service.

#### **8.4 Service Abandonment**

The Contractor shall schedule a service line retirement with the SLVWD a minimum of two working days in advance of the proposed retirement. The Contractor shall expose the valve or corporation stop for SLVWD personnel to operate. Only SLVWD personnel may operate valves or corporation stops.

For service laterals attached to the main with a corporation stop, the service lateral shall be disconnected from the corporation stop by removal of the FIPxGrip Joint Adapter. The male iron pipe threads on the corporation stop shall be cleaned and prepared with tape and/or dope. A brass cap shall be tightened onto the corporation stop to prevent possible leakage. Older services that do not have MIP corporation stops shall be capped in another manner acceptable to the Engineer. The remaining service line shall be removed to a minimum depth of two feet.

For service laterals without corporation stops, the service lateral shall be disconnected from the valve, and the valve removed in accordance with the pertinent sections of these specifications. The remaining service line shall be removed to a minimum depth of two feet near the meter box and plugged with concrete in accordance with the pertinent sections of these specifications.

The meter box, related fittings and piping shall be removed. If the box is located in a sidewalk, the sidewalk shall be neatly saw cut and replaced at the nearest joint. All related work such as backfill, paving and site restoration shall be executed in accordance with the pertinent sections of these specifications, and the specifications of the applicable public works agency.

## **9 Pressure and Leakage Testing**

### **9.1 Pressure and Leakage Tests**

After the pipe has been laid and backfilled, the pipe, or any valve section thereof, shall be pressure tested in accordance with these specifications and applicable AWWA Standards.

Pressure and leakage tests shall not be performed until 72 hours have elapsed since the last concrete thrust block or reverse anchor has been cast, unless temporary blocking or other restraints have been provided to the Engineer's satisfaction.

Connections to the existing system, not included in the pressure and leakage tests shall be visually inspected for leakage while under pressure prior to being fully backfilled in accordance with the pertinent sections of these specifications.

### **9.2 Pressure Test Procedure**

The full extent of new piping and number of appurtenances to be tested at one time shall be determined by the Engineer. In the case of systems with new services, the pressure test shall include all service piping up to the angle meter stop.

The water main shall be slowly filled with water through a SLVWD provided hydrant meter or other backflow prevention device approved by the Engineer. Air shall be vented from all high points in the water main before making any pressure tests. Pipe shall be filled with water and pressurized at least 24 hours prior to testing to allow air to escape.

The test pressure shall be one and a half times the operating pressure at the average elevation, or 155 psi, whichever is greater. Where there are large changes in water main elevations, the test pressure will be determined by the Engineer.

The pressure shall be applied by means of a pump or backflow-protected jumper connection connected to the main in a manner satisfactory to the Engineer. The pressure shall be measured at the point(s) determined by the Engineer.

All materials and labor required for performing the pressure test shall be furnished by Contractor at no expense to District. The Engineer may check the test pressure by installing a SLVWD test gauge in place of or in addition to the Contractor's gauge. In case of a discrepancy between gauges, the Engineer's decision shall be final.

The hydrostatic pressure test shall be 2-hours duration. The allowable pressure drop is 5-psi, subject to the discretion of the Engineer.

With prior approval from the Engineer, the Contractor may at his convenience conduct a preliminary pressure test at any time prior to the SLVWD pressure test. The results of the preliminary test will not be considered by the Engineer.

### **9.3 Leakage Test Procedure**

A leakage test shall be performed if the pressure test reveals any observable pressure drop, or at the discretion of the Engineer.

The Contractor shall furnish the pump, pipe, connections and all other necessary apparatus and shall furnish all necessary assistance to conduct the test. The SLVWD may check the test pressure by installing a SLVWD test gauge in place of or in addition to the Contractor's gauge. In case of a discrepancy between gauges, the Engineer's decision shall be final. The duration of the leakage test shall be 2 hours, and may be

conducted at the same pressure as the pressure test. The pressure test and leakage test may be combined.

Leakage is defined as the quantity of water to be supplied into the newly-laid pipe, or any valved section thereof, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled. The Engineer shall measure the quantity of water added to maintain the specified leakage test pressure.

No pipe installation shall be accepted by the Engineer until the leakage is less than the number of gallons per hour as determined by the applicable formula.

$$L = \frac{ND\sqrt{P}}{7400}; \quad \text{for HDPE Pipe}$$

$$L = \frac{ND\sqrt{P}}{3700}; \quad \text{for DI Pipe}$$

In which  $L$  equals the allowable leakage in gallons per hour;  $N$  is the number of joints in the length of pipeline tested;  $D$  is the nominal diameter of the pipe in inches; and,  $P$  is the average test pressure during the leakage test in pounds per square inch gauge. Allowable leakage for other pipe materials will be to the discretion of the Engineer.

Leakage is typically measured by leaving the pump used to conduct the pressure test attached to the main. At the end of the required 2-hour duration, the calculated acceptable leakage volume is placed in the feed bucket for the pump. The main is then pumped back up to the pressure at which the test began. If the water in the bucket runs out before the test pressure is reached, the main fails. The District may provide a meter when small leakage quantities must be measured accurately.

#### **9.4 Test Failure**

Should the main fail either test, the Contractor shall, at no expense to the District, locate and repair defects in the work or materials until the pipe is able to pass both tests. All repair work shall be executed in accordance with the pertinent sections of these specifications.

## **10 Disinfection and Testing**

### **10.1 General**

All water mains shall be successfully disinfected, flushed and verified in accordance with these specifications prior to connection to the existing system and prior to making service connections. SLVWD personnel shall perform all flushing and disinfection operations. The Contractor shall provide safe site access to SLVWD personnel and maintain site conditions in accordance with the pertinent sections of these specifications. The first round of flushing, chlorination and testing operations will be completed at no expense to the Contractor.

The Contractor shall provide a minimum of 2-working days' advance notice to SLVWD when the main is ready for chlorination, unless approved in advance by the Engineer.

### **10.2 Disinfection of Mains**

The SLVWD shall disinfect, test, flush and re-flush new water lines in accordance with AWWA Standard C651, and these specifications. The Contractor shall not make any connections to the pipeline until the pipeline has passed all laboratory tests.

### **10.3 Disinfection of Services**

Service laterals shall be disinfected if required by the Engineer. Disinfection and testing shall be executed in a manner approved in advance by the Engineer.

#### **10.3.1 Chlorination of New Pipelines**

Water required for chlorination and flushing may be obtained from the existing system by use of a jumper connection. The jumper connection shall be equipped with a backflow prevention device.

The main shall be flushed prior to chlorination. The water velocity inside the pipe shall not be less than 2.5-feet per second.

The new main and appurtenances shall then be chlorinated. The method of application and precautions outlined in AWWA Standard C651 shall be followed, subject to the discretion of the Engineer. Chlorine shall be applied by the continuous feed method or slug method as outlined in AWWA Standard C651 except as modified by the SLVWD or the Engineer.

When the continuous feed method is used, chlorine solution shall be fed into the pipe and left in contact with the pipe for no less than 24-hours. The initial free chlorine concentration shall be no less than 25-ppm. The concentration of free chlorine at the end of the contact time shall not be less than 40% of the starting concentration

The chlorine solution shall be flushed from the water main. Super-chlorinated water shall be dechlorinated before being discharged to storm drains or waterways. Flushing shall continue until the chlorine residual is less than 1-ppm, or typical system residual at that location, and turbidity is less than 0.5-NTU.

#### **10.3.2 Urgent Disinfection**

If the Engineer deems it necessary to disinfect a pipeline which must be returned to service at the end of the day, such as in the case of an existing pipeline which has become contaminated during an existing system connection (tie-in), the Contractor

shall suspend any construction activities requested by the Engineer and coordinate with the Engineer to ensure that the contaminated water line is disinfected to the satisfaction of the Engineer before being returned to service. All disinfection procedures shall be executed as determined by the Engineer

If in the opinion of the Engineer, an urgent disinfection is necessary due to reckless, incompetent or unclean construction practices on the behalf of the Contractor, the actual cost of said urgent chlorination plus standard overhead may be deducted from payments due to the Contractor from the District. No compensation of any kind shall be provided to the Contractor by the District for construction delays due to urgent disinfection. The Contractor shall not base any damage claims or time extension requests on any delays due to urgent disinfection.

#### **10.4 Disinfection Testing**

Following disinfection of the main, the SLVWD shall secure samples of the water from the water main for laboratory examination in accordance with AWWA Standard C651, and these specifications. Two sets of samples shall be collected, 24-hours apart.

Samples shall be taken from blow-offs or fire hydrants installed on the water main. Two samples for bacteriological (Bacti) testing and one sample for general physical (GP) testing shall be taken from each sampling point by the SLVWD. The sampling line may remain in place until testing produces satisfactory results or may be removed between samplings. If the sample pipe is left in place, the end of the pipe should be capped to prevent the entrance of dust or other contamination.

The SLVWD will notify Contractor of the results of the tests. Should either of the initial Bacti test samples indicate the presence of coliform bacteria or should any of the GP tests fail, flushing and sampling (both bacteriological and GP) shall be repeated once. If isolated sample points indicate coliform bacteria, flushing and re-sampling of only those points may be approved by the SLVWD. If satisfactory results are unachievable, the main must be re-chlorinated and re-sampled. After re-chlorination, if satisfactory results are still unachievable, the Contractor shall locate and remove the source of contamination. All remedial work shall be executed in accordance with the pertinent sections of these specifications.

If in the opinion of the Engineer, additional chlorination, flushing and testing is necessary due to reckless, incompetent or unclean construction practices on the behalf of the Contractor, the actual cost of said additional chlorination or flushing plus standard overhead may be deducted from payments due to the Contractor from the District. No compensation of any kind shall be provided to the Contractor by the District for construction delays due to these requirements. The Contractor shall not base any damage claims or time extension requests on any delays due to these requirements.

After the disinfection produces satisfactory results, all temporary taps shall be securely closed and all sampling pipes removed. See Section 12.3 of these Specifications.

##### **10.4.1 Special Additional Testing Requirements**

If trench water enters the pipe during construction, or if in the opinion of the Engineer, the interior of the pipe is contaminated or excessively dirty, the Special Testing Procedures described in this section shall be followed.

The new main shall have been chlorinated and flushed by the SLVWD in accordance with these specifications. After final flushing and sampling, water shall

be allowed to stand in the pipe for not less than 16 hours. After 16 hours have elapsed, samples of the water which stood in the pipe shall be taken at 200' intervals. The water main shall not be flushed out prior to this special sampling. Samples may be taken by attaching a meter to the outlet blow off, and taking one GP and two Bacti samples at each volume increment corresponding to 200' of pipe length.

If in the opinion of the Engineer, said Special Testing Procedures are required due to reckless, incompetent or unclean construction practices of the Contractor, the actual cost of said special testing plus standard overhead may be deducted from payments due to the Contractor from the District. No compensation of any kind shall be provided to the Contractor by the District for construction delays due to these special testing requirements. The Contractor shall not base any damage claims or time extension requests on any delays due to these requirements.

#### **10.5 Contractor's Responsibility for Disinfection and Testing**

Notwithstanding anything contained herein, it shall be the sole responsibility of Contractor to construct a water main capable of passing the pressure and leakage tests. The fact that the SLVWD provides inspection during the construction and pressure testing, conducts the disinfection testing, and performs laboratory testing of the water mains shall not abrogate Contractor's responsibility in this regard.

It shall also be the responsibility of the Contractor to prevent the consumption of unsafe water by any person from a main which has not been determined to be safe by the SLVWD through disinfection and testing in accordance with these specifications. The Contractor shall indemnify and hold the SLVWD harmless from any suits, claims, or actions brought by any person or persons for or on account of any sickness or death sustained or arising from the consumption of water from any such main.

## **11 Work on the Existing System**

### **11.1 Advance Notice of Shut Down**

The Contractor shall request a system shut down at least 3 working days prior to the proposed commencement of any work which requires that the existing system be shut down. The Engineer shall determine the date, time and duration of the shutdown. If indicated by the Engineer or Contractor, SLVWD staff will hang notification tags on the front door of each affected dwelling or place of business 3 working days in advance of the shutdown. In general, shutdowns should be avoided but when necessary will be kept as short as possible and shall be made at times when there will be the least interference to the customers.

### **11.2 Operation of the Existing System**

SLVWD personnel shall close all valves in making a shutdown, open all valves in restoring pressure, and otherwise operate the existing system exclusively. The Contractor shall not operate any part of the existing system.

In the event that the Contractor operates the existing system and either directly damages the system, or in the opinion of the Engineer, causes indirect damage to the system, public or private property by causing the system to operate incorrectly, the costs for all repairs shall be borne by the Contractor. The Contractor shall pay the actual cost of repairs plus standard overhead. Such costs may be deducted by the District from any monies due or to become due to the Contractor under the Contract. No compensation of any kind shall be provided to the Contractor by the District for construction delays due to repair of the existing system by District forces. The Contractor shall not base any damage claims or time extension requests on any delays due to these requirements.

Any claims against the District and any fines levied to the District as a result improper system operation caused by the Contractor shall be borne by the Contractor. Such costs may be deducted by the District from any monies due or that will become due to the Contractor under the Contract.

### **11.3 Preparation**

When work requires a system shut down, the Contractor shall prepare for such work as much as possible in advance. This preparation shall include but not be limited to potholing to determine the exact diameter and location of existing facilities, and having on site all parts and equipment necessary to complete the work. The system will be shut down only when the Contractor has made such preparations to the satisfaction of the Engineer.

### **11.4 Dewatering Operations**

Prior to opening existing mains to make connections or repairs, mains shall be allowed to drain as much as possible through nearby hydrants or blow offs. The Contractor shall excavate a sump sufficiently deep to receive the residual water in the mains. Water shall be pumped out of the sump hole at a rate sufficient to prevent trench water from entering the mains. The Contractor shall ensure that pumps for trench dewatering

are operational, primed, and otherwise properly set up and ready to begin pumping immediately at the moment of the main opening.

Water within the sump shall not be allowed to backflow into the water mains after it comes into contact with the trench. Should contaminated water flow into the system, the system shall be flushed and chlorinated as deemed necessary by the Engineer and in accordance with the pertinent sections of these specifications.

The Contractor shall prevent sediment laden trench water from being transported to storm drains or water bodies in accordance with the pertinent sections of these specifications. When practical, the Contractor may prevent the water flowing into the trench from coming in contact with the earth in the trench. This may be achieved by placing a bucket underneath the draining water main and pumping out of the bucket. Water which is isolated from the trench in this manner may be dechlorinated and discharged directly to gutters or storm drains.

### **11.5 Leakage Inspection**

Connections to the existing system and existing system repairs where proper pressure and leakage tests are not practical, shall be visually inspected by the Engineer for leakage while under pressure prior to being fully backfilled. Where conditions make such visual inspection unsafe, the Contractor shall install a temporary metallic pipe or conduit from all fittings to the ground surface to facilitate listening for leakage. Such temporary pipe shall be completely removed and the backfill recompacted prior to compaction testing and final paving

### **11.6 Tie-Ins**

Upon passing the Bacti and GP tests, the Contractor shall make permanent connections between the new main and the existing system at the locations indicated by the Contract Documents or the Engineer. Advance notice shall be given to all customers affected, the system shall be shut down, drained, and connections made in accordance with the pertinent sections of these specifications.

In general, connections between new and existing mains will be made while the system has been shut down in accordance with the pertinent sections of these specifications, unless the Contract Documents call for a hot tap connection.

#### **11.6.1 Connection Procedure**

Where existing mains have been provided with fittings for the purpose of connecting to the new main, the Contractor shall remove any plugs or bulkheads, clean the ends, prepare them for connection to the new main and make the new joint in accordance with the pertinent sections of these specifications. Connections to existing mains shall be a minimum of 24 inches from other taps or fittings, as measured from outside edges.

All joints and fittings used in the connection shall be restrained in accordance with pertinent sections of these specifications, and SD-13. Flex couplings shall only be used in situations where restrained fittings cannot be used.

The Contractor shall install thrust blocks at all unrestrained fittings used in the connection in accordance with project plans or as specified by the District Engineer; such thrust blocks shall be installed in conformance with pertinent sections of these specifications and SD-8.

All pipe and fittings used to make the connection shall be cleaned and disinfected with a swab saturated with hypochlorite solution or by another means approved by the Engineer.

If possible, after the connection is complete and before backfilling, the connection shall be pressurized and the Engineer shall inspect all joints made during the system connection for leaks. If any leaks are found, they shall be repaired in accordance with pertinent sections of these specifications.

## Section 2 Material Specifications

### 1 General

#### 1.1 Scope

The purpose of Part II Material Specifications is to set forth the materials to be used in the construction of facilities which will become the property of the SLVWD. Any deviation from these standards must be approved by the Engineer.

All Materials in contact with potable water shall conform to the applicable AWWA Standard, and shall be certified by a ANSI accredited organization to be in compliance with NSF/ANSI 61.

#### 1.2 General

All Materials shall be new and unused. Contractor shall install all materials as indicated on the drawings and specifications and consistent with the project material submittals. All materials delivered to the job site shall be adequately housed and protected to ensure the quality of the project.

The Contractor shall furnish, at the request of the Engineer, without additional cost to the District, such quantities of construction materials required for test purposes.

The SLVWD reserves the right to direct or deny use of certain types of materials in specific circumstances.

#### 1.3 Pre-Approved Products

Some sections of these specifications list *Pre-Approved Products*. These products are listed to provide an example of a material or part which the SLVWD has found to meet the requirements of these specifications. No preference toward a particular brand, series or model is implied by the *Pre-Approved Product* listing.

## **2 Pipe**

### **2.1 Brass Pipe**

Brass pipe and nipples shall conform to AWWA C800 and these specifications and shall be certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61. Brass parts shall consist of brass alloy having a lead content not more than 0.25 percent by weight. Brass shall meet the composition, chemical and mechanical requirements of C89520 or C89833 alloys as specified by the Copper Development Association, Inc.

Brass pipe shall be suitable for use at pressures not less than 150 psi.

#### **2.1.1 Joints**

Joints between brass pipe and adjacent fittings shall be iron pipe threaded. Soldered joints are prohibited.

### **2.2 Copper Pipe**

All below-ground copper pipe shall be type K annealed (soft) seamless copper tubing conforming to ANSI/ASTM B88M and AWWA C800. Copper pipe that is kinked or has walls which have buckled shall be rejected and removed from the site.

Copper pipe used for aboveground piping such as risers for backflow prevention devices shall be type K drawn (hard) seamless copper tubing.

#### **2.2.1 Joints**

Joints in copper pipe shall be made with brass CTS grip joint fittings conforming to pertinent sections of these specifications. Soldered or flare joints are prohibited.

### **2.3 Ductile Iron Pipe**

Ductile iron pipe shall conform to AWWA C151. The wall thickness of the ductile iron pipe shall be designed in accordance with AWWA C150. The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Sticks of ductile iron pipe shall have standard lengths of 20-feet. Random lengths are not acceptable.

#### **2.3.1 Interior Lining**

The interior of ductile iron pipe shall be cement mortar lined and bituminous seal coated in accordance with AWWA C104.

#### **2.3.2 Exterior Coating**

The exterior of ductile iron pipe shall have an asphaltic coating conforming to AWWA C151.

#### **2.3.3 Polyethylene Encasement**

Polyethylene Encasement for wrapping DI pipe shall conform to AWWA C105. Polyethylene wrap shall be clearly marked ANSI A21.5 / AWWA C105. Polyethylene wrap shall be 10-mil thick and provided from the factory in tube form. Sheets may be allowed at the discretion of the Engineer for encasing appurtenances.

#### **2.3.4 Joints**

Joints in DI pipe and shall be push-on, mechanical, or flanged rubber gasket joints conforming to AWWA C111. Rubber gaskets and gasket lubricant shall be certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61, and shall not impart taste or odor to water.

Push-on rubber gasket joints shall use the gasket provided by the factory for that particular joint or Field-lok gaskets if such are specified on the project plans. Swapping gaskets is not otherwise allowed.

Mechanical joint glands shall consist of ductile iron conforming to ASTM A536 and shall be protected from corrosion by a quality factory-applied coating. Nuts and bolts for mechanical joints and flanged joints shall either be stainless steel or protected against corrosion by a field-applied bitumastic coating approved by the Engineer.

*Pre-Approved Products:*

*Tyton Joint Pipe as manufactured by U.S. Pipe*

Mechanical Joint Pipe as manufactured by U.S. Pipe

### **3 Fittings**

#### **3.1 Bolted Sleeve Couplings (Flex Couplings)**

Bolted sleeve couplings (flex couplings) shall conform to AWWA C219 and these specifications. Flex couplings shall consist of a carbon steel or stainless steel sleeve conforming to the material requirements of AWWA C200 or C220, respectively. The sealing mechanism at each end of the sleeve shall consist of a rubber gasket certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61 and compressed by a stainless or carbon steel compression ring. The Compression ring shall be tensioned by a single nut and bolt which acts perpendicular to the pipe centerline. Sleeves larger than 12 inches may use two nuts and bolts to provide tension. All fasteners and washers shall consist of stainless steel. Flex couplings shall provide for a minimum of 8 degrees of pipe deflection. Flex couplings shall have a working pressure of not less than 200 psi.

##### **3.1.1 Interior/Exterior Coating**

All non-stainless steel components of flex couplings shall be protected from corrosion by a fusion-bonded epoxy coating conforming to AWWA C213, or another quality factory-applied coating approved by the Engineer.

*Pre-Approved Products:*

Hymax Couplings as manufactured by Total Piping Solutions, Inc.

#### **3.2 Brass Fittings**

Brass fittings shall conform to AWWA C800 and these specifications. Brass fittings shall consist of brass alloy having a lead content not more than 0.25 percent by weight. Brass shall meet the composition, chemical and mechanical requirements of C89520 or C89833 alloys as specified by the Copper Development Association, Inc. Brass fittings shall be suitable for use at pressures not less than 150 psi.

##### **3.2.1 Joints**

Joints between brass fittings and copper pipe shall be made with iron pipe thread to CTS grip joint adapters. Joints between brass fittings and brass pipe shall be iron pipe threaded. Soldered joints or flare fittings are prohibited.

*Pre-Approved Products:*

*Low-lead brass fittings as manufactured by James Jones Company marked "EBII" or "FD"*

No-lead brass fittings as manufactured by The Ford Meter Box Company, marked "NL"

#### **3.3 Ductile Iron Fittings**

Ductile iron fittings shall conform to AWWA C110 or C153, in material, body thickness and radii of curvature with the exception of laying lengths.

##### **3.3.1 Interior Lining**

Ductile iron fittings shall be lined with a bituminous seal-coated cement mortar lining conforming to AWWA C104.

### **3.3.2 Exterior Coating**

Ductile iron fittings shall be coated with an asphaltic coating conforming to AWWA C110, or with fusion bonded epoxy conforming to AWWA C116.

### **3.3.3 Joints**

Joints in DI fittings shall be push-on, mechanical or flanged rubber gasket joints conforming to AWWA C111 or as specified on the project plans by the Engineer. Rubber gaskets and gasket lubricant shall be certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61 and shall not impart taste or odor to water.

Push-on rubber gasket joints shall use the gasket provided by the factory for that particular joint unless Field-lok gaskets have been specified by the Engineer. Substitution of gaskets is otherwise not allowed.

DI fitting joints shall include joint restraints conforming to the applicable sections of these specifications.

## 4 Joint Restraints

### 4.1 Joint Restraints for DI Push-On Joints

Joint restraints for DI pipe push-on joints shall consist of bell restraint harnesses and/or rubber gaskets with embedded locking elements. Joint restraints shall be capable of restraining the thrust force created at two times the rated working pressure of the pipe or fitting to which they are attached.

Bell restraint harnesses for DI push-on joints shall consist of two split-ring harnesses manufactured from ductile iron conforming to ASTM A536. One split-ring harness shall bear upon the back of the pipe bell. The other split-ring harness shall grip the spigot end of the adjacent pipe with individual bolt-tightened wedges. The wedges shall have a Brinell hardness number not less than 370. Wedge-tightening bolts shall be provided from the factory with heads which break away when proper torque is reached. The split-ring harnesses shall be connected and tensioned by threaded rods and nuts. The split-ring harnesses shall be protected against corrosion with a high quality factory-applied coating. Nuts, bolts, and threaded rods shall be either stainless steel or protected against corrosion with a field-applied bitumastic coating approved by the Engineer.

Locking gaskets shall consist of a rubber gasket conforming to AWWA C111 embedded with stainless steel toothed gripping elements.

*Pre-Approved Products:*

*Series 1700 or 1100HD Bell Restraint Harness as manufactured by EBAA Iron, Inc.*

Field-Lok 350 gaskets as manufactured by U.S. Pipe

### 4.2 Joint Restraints for Mechanical Joints with DI Pipe

Joint restraints for DI Mechanical Joints with DI pipe shall be capable of restraining the thrust force created at two times the rated working pressure of the pipe or fitting to which they are attached.

Joint restraints for mechanical joints shall consist of a ductile iron mechanical joint gland conforming to ASTM A536. The gland shall conform to AWWA C111 and shall grip the spigot end of the pipe with individual bolt-tightened wedges. The wedges shall have a Brinell hardness number not less than 370. Wedge-tightening bolts shall be factory provided with heads which break away when proper torque is reached. The DI gland shall be protected against corrosion with a high quality factory applied coating. Nuts and bolts shall be either stainless steel or protected against corrosion with a field-applied bitumastic coating approved by the Engineer.

*Pre-Approved Products:*

Megalug Series 1100 or 1100SD as manufactured by EBAA Iron, Inc.

## 5 Valves

### 5.1 Air Valves

Air Valves shall conform to AWWA C512 and SD-7. The interior linkage parts and fasteners shall consist of brass or stainless steel. Floats shall be plastic or stainless steel. The interior surfaces of air valves shall be coated in conformance with AWWA C550. Air valves shall be watertight.

#### 5.1.1 Vacuum Relief Valve

Air/vacuum valves shall permit large volumes of air to exit or enter the pipe while the pipe is not under pressure.

*Pre-Approved Products:*

*S-1500 series Vacuum Relief Valve as manufactured by Apco Willamette Valve and Primer Corporation.*

#### 5.1.2 Air Release Valves

Air release valves shall permit release of small amounts of entrained air from the pipe, while the pipe is operating under pressure.

*Pre-Approved Products:*

*S-50 series or S-200A series Air Release Valve as manufactured by Apco Willamette Valve and Primer Corporation.*

#### 5.1.3 Combination Air Valves

Combination air valves shall perform the functions of both air/vacuum valves and air release valves. Valves smaller than 4" shall be self-contained in one unit, not a combination of two valves.

*Pre-Approved Products:*

*S-140c series as manufactured by Apco Willamette Valve and Primer Corporation.*

### 5.2 Backflow Prevention Assemblies

All backflow prevention devices or assemblies installed shall be models listed on the *List of Approved Backflow Prevention Assemblies* maintained by the Foundation for Cross-Connection Control and Hydraulic Research and the University of Southern California. A link to this list is provided on the District website: <https://www.slwvd.com/engineering>

Assemblies shall be shipped from the manufacturers in the fully assembled configuration. This includes bypass arrangements and shutoff valves. Assemblies received for installation not completely assembled are not approved. Field conversions of double check assemblies to a detector assembly, or vice versa, are not permitted.

### 5.3 Brass Valves

Brass valves shall conform to AWWA C800 and these specifications. Brass valves shall be certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61. Brass valves shall consist of brass alloy having a lead content not more than 0.25 percent by weight. Brass shall meet the composition, chemical and mechanical requirements of C89520 or C89833 alloys as specified by the Copper Development

Association, Inc. Brass valves shall bear a mark from the manufacturer indicating that the fitting is composed of a no-lead or low-lead alloy.

Brass valves shall be suitable for use at pressures not less than 150 psi.

### **5.3.1 2-Inch Fire Service Gate Valves**

2-inch gate valves shall be of all bronze construction (including valve stem and handle), female iron pipe thread by female iron pipe thread, wheel handle valves.

*Pre-Approved Products:*

*Mueller A-2363 WGV*

### **5.3.2 Angle Meter Stops**

Angle meter stops shall be equipped with heads which allow the angle meter stop to be locked in the off position.

*Pre-Approved Products:*

*Ford BA43-444W-G-NL (1 inch)*

*Ford BFA13-666SLB-NL (1.5 inch)*

*Ford BFA13-777SLB-NL (2 inch)*

### **5.3.3 Corporation Stops**

Corporation stops shall be male iron pipe thread by male iron pipe thread. Connection to copper service line shall be made with an iron pipe thread to CTS grip joint adapter

*Pre-Approved Products:*

No-lead brass corporation stops as manufactured by The Ford Meter Box Company, marked "NL"

## **5.4 Check Valves**

### **5.4.1 Meter Check Valve**

Meter check valves for use with 5/8-inch bypass meters shall consist of low-lead brass, shall be female iron pipe threaded on both ends, and shall be suitable for use at pressures not less than 150 psi.

*Pre-Approved Products: HS11-333NL as manufactured by The Ford Meter Box Company, marked "NL"*

### **5.4.2 Backflow Devices**

See "Backflow Prevention Assemblies"

## **5.5 Fire Hydrants**

Fire hydrants shall include a hydrant head, hydrant bury and break-away features conforming to AWWA C503, SD-3, and these specifications. Hydrants shall be equipped with a breakaway check valve in accordance with these specifications.

### **5.5.1 Hydrant Head**

Hydrant heads shall be all bronze, 6-inch diameter, wet-barrel units. Hydrant heads shall be of the "steamer" variety, having two 2 ½-inch outlets and one 4 ½-inch outlet.

Hydrant outlets shall have National Standard hose threads. Hydrant outlet valves shall be operable by a pentagon shaped nut. Outlets shall be capped. Caps shall consist of either bronze or plastic and shall contain a rubber gasket. Hydrant caps shall not have chains attached. All hydrants and caps shall be painted with “post international yellow” enamel.

*Pre-Approved Products:*

*2060 as manufactured by the Clow Valve Company.*

### **5.5.2 Hydrant Bury**

The hydrant bury shall consist of ductile iron. The hydrant bury shall be sized so that the face of the breakaway check valve upper flange is 2-4 inches above finished grade. The buried end of the hydrant bury shall be a mechanical joint conforming to AWWA C111. The interior and exterior of the hydrant bury shall be coated with fusion bonded epoxy which conforms to AWWA C116 and is certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61.

*Pre-Approved Products:*

*Ductile Iron Hydrant Bury as manufactured by the Clow Valve Company*

### **5.5.3 Break Away Features**

The hydrant head shall be attached to the bury with a breakaway check valve and stainless steel bolts and nuts.

One set of flange bolts shall be hollow break away bolts, having a combined ultimate strength less than the yield strength of the hydrant head or bury. This set of bolts shall be installed at the top flange of the breakaway check valve.

The breakaway check valve shall be Clow Hydrant Check Valve LP619. No other breakaway check valve may be used unless improved in writing by the Engineer.

## **5.6 Main Line Valves**

Underground main line valves and service valves 4 inches and larger in diameter shall be iron body, resilient seated gate valves conforming to AWWA C509 or C515.

The wedge or “gate” of the valve shall consist of bronze or ductile iron completely encapsulated with sealing rubber. The sealing rubber shall be permanently bonded to the wedge. The waterway of the valve shall have a diameter equal to the nominal diameter of the valve and be smooth, unobstructed, and free of surface irregularities.

The stem stuffing box shall be serviceable with valve fully open and subjected to full rated working pressure.

Valves shall be equipped with a 2-inch square ductile iron operating nut, and the valve shall open when turned to the left (counter-clockwise). Valve stems shall not rise out of the body when the valve is operated. The operating nut shall be securely keyed into the stem at the factory, and shall be capable of withstanding repeated operation to the satisfaction of the Engineer.

All bolts on the valve shall consist of stainless steel. Valves shall be equipped with o-ring seals at all pressure retaining joints.

### **5.6.1 Interior/Exterior Coating**

All iron parts except the operating nut shall be coated with fusion bonded epoxy, conforming to AWWA C550 and certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61.

### **5.6.2 Joints**

Valve ends shall be either flanged or restrained mechanical joints conforming to AWWA C111, and pertinent sections of these specifications.

*Pre-Approved Products:*

*Resilient Seated Gate Valve as manufactured by the Clow Valve Company*

*Resilient Wedge Gate Valve as manufactured by Mueller Water Products*

## 6 Appurtenances

### 6.1 Boxes and Lids

#### 6.1.1 Non Traffic Rated Meter Boxes

Meter boxes which will not be subjected to vehicle loading shall consist of precast reinforced concrete. Lids shall be solid reinforced concrete. “reading lids” are not allowed. Lids shall be imprinted with the applicable markings at the factory. Meter box and lid dimensions shall be identical to those of the Pre-Approved products listed below.

*Pre-Approved Products:*

*B16BOX (box) and B16D (lid) as manufactured by Christy Concrete Products, Inc.*

*B36BOX (box) and B36D (lid) as manufactured by Christy Concrete Products, Inc.*

#### 6.1.2 Traffic Rated Meter Boxes

Meter boxes which may be subjected to vehicle loads shall consist of precast reinforced concrete boxes with steel rims. Traffic rated meter boxes shall be capable of withstanding AASHTO H20 wheel loading. Box dimensions shall be identical to those of the Pre-Approved products listed below. Lids shall consist of a single continuous piece of steel tread plate, with reinforcements on the underside. “Reading lids” are not allowed. Lids shall be bolted to the box with stainless steel bolts. Lids shall be welded with markings per the applicable SLVWD Detail.

*Pre-Approved Products:*

*B1017BOX (box) and B1017-61JH (lid) as manufactured by Christy Concrete Products, Inc.*

*B1730BOX (box) and B1730-51JH (lid) as manufactured by Christy Concrete Products, Inc.*

#### 6.1.3 Valve Boxes

Valve boxes shall be precast reinforced concrete, with cast iron rims. Valve boxes shall be capable of withstanding H/20 vehicle loading. Valve box lids shall be cast iron, shall be properly fitting and shall not rattle when driven over by a vehicle.

Valve box and lid dimensions shall be identical to those of the Pre-Approved products listed below.

*Pre-Approved Products:*

*G05BOX (box) and G05C (lid) as manufactured by Christy Concrete Products, Inc.*

### 6.2 Aboveground Enclosures

#### 6.2.1 Air Valve Enclosures

Enclosures for aboveground air valve installations shall be cylindrical, and consist of steel solid sheet metal no thinner than 16-gauge. The size of the enclosure shall be as indicated by the Contract Documents, or approved in advance by the Engineer. Enclosures shall be protected from corrosion by a high quality factory applied coating, and shall be repainted with “hunter green” enamel. If required by the Engineer, the enclosure shall consist of stainless steel. Enclosures shall provide for a SLVWD pad lock in a manner acceptable to the Engineer.

*Pre-Approved Products:*

## *Steel Source Construction MX3000-FBE Enclosure*

### **6.2.2 Aboveground Meter Enclosures**

Enclosures for aboveground meter installations shall consist of solid steel sheet metal. Enclosures shall be protected from corrosion by a high quality factory applied coating approved by the Engineer, but may be repainted by the customer or property owner. For larger installations, the Engineer may approve the use of expanded sheet metal. If required by the Engineer, the enclosure shall consist of stainless steel. Enclosures shall provide for both a water-customer-supplied padlock and a SLVWD padlock to be attached and operated without interfering with the operation of the other, in a manner acceptable to the Engineer.

*Pre-Approved Products:*

*E1A Backflow Enclosure as manufactured by Placer Waterworks, Inc.*

### **6.3 Repair Clamps**

Repair clamps shall consist of a stainless steel band tensioned with stainless steel nuts and bolts. A water tight seal shall be provided by a waffled mat-type gasket certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61.

*Pre-Approved Products:*

SS1, SS2, and SS3 – Stainless Seal as manufactured by Romac Industries, Inc.

### **6.4 Tapping Saddles and Tapping Sleeves**

Tapping saddles and sleeves shall conform to AWWA C800 and these specifications. The subsections below are arranged in hierarchal order. Any tapping saddle or sleeve specified for a particular water main type may also be used on the water main types listed in the sections below it.

#### **6.4.1 Tapping Sleeves for Steel Water Mains**

Tapping sleeves used to tap steel water mains shall consist entirely of stainless steel, and utilize all stainless steel hardware. Tapping sleeves for services smaller than 4 inches shall have female iron pipe threads. Sleeves for services larger than 4 inches shall be flanged in accordance with AWWA C111. A water tight seal against the main shall be provided by a waffled mat-type gasket certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61.

*Pre-Approved Products:*

*SST, SSTIII Stainless Steel Tapping Sleeve as manufactured by Romac Industries, Inc.*

*FAST Tapping Sleeve as manufactured by The Ford Meter Box Company, Inc.*

#### **6.4.2 Tapping Saddles for A-C and CI Water Mains**

Tapping saddles used to tap A-C and CI water mains shall consist entirely of brass or bronze, and utilize all brass or bronze hardware. Tapping saddles shall have female iron pipe threads of the appropriate size. Tapping saddles shall have dual straps which connect to the saddle on both sides with bolts, and fully encircle the main. Watertight seal against the main shall be provided by a rubber gasket certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61.

*Pre-Approved Products:*

202B as manufactured by *The Ford Meter Box Company, Inc.*

#### **6.4.3 Tapping Saddles for DI Mains**

Tapping saddles used to tap DI mains shall consist entirely of brass or bronze, and utilize all brass or bronze hardware. Tapping saddles shall have female iron pipe threads of the appropriate size. Straps shall not be hinged to the tapping saddle, but shall attach to the saddle on both sides with bolts, and fully encircle the main. Watertight seal against the main shall be provided by a rubber gasket certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61.

*Pre-Approved Products:*

202B as manufactured by *The Ford Meter Box Company, Inc.*

#### **6.5 Wrapping Tape**

Pipe wrapping tape shall be 2" wide 10-mil polyvinyl tape.

*Pre-Approved Products:*

*Polyvinyl pipe tape as manufactured by Calpico, Inc.*

#### **6.6 Wood Blocking & Posts**

Wood shall be redwood or pressure treated fir.

## **7 Backfill & Pavement**

### **7.1 Backfill Material**

Backfill material shall conform to the requirements of the applicable public works agency. If that agency has no published or readily available standards, backfill material shall conform to the requirements listed in the following sections.

#### **7.1.1 Sand**

Sand shall be clean, free of clay, debris, and organic or deleterious material. Sand shall conform to the following grading requirements.

100% passing the No. 4 sieve.

80-95% passing the No. 8 sieve.

Not more than 5% passing the No. 200 sieve.

#### **7.1.2 Aggregate Base**

Aggregate base shall be clean, free of clay, debris, organic and deleterious material. Aggregate base shall be Class 2 Aggregate Base,  $\frac{3}{4}$ " maximum conforming to Section 26 of the Caltrans Standard Specifications. Aggregate base shall conform to the following grading requirements.

100% passing the 1" sieve.

90-100% passing the  $\frac{3}{4}$ " sieve.

35-60% passing the No. 4 sieve.

10-30% passing the No. 30 sieve.

2-9% passing the No. 200 sieve.

#### **7.1.3 CLSM**

Controlled low strength material (CLSM) shall be 1-sack cement sand slurry with a slump of 7 to 9 inches and a 28-day unconfined compressive strength of 50 to 150 psi. CLSM shall be mixed in a transit mixer. Certification tickets shall be submitted at the request of the Engineer.

### **7.2 Pavement**

Pavement shall conform to the requirements of the applicable public works agency. If that agency has no published or readily available standards, Pavement shall conform to the requirements listed in the following sections.

#### **7.2.1 Asphalt Concrete**

Asphaltic concrete shall be Type B, or better, conforming to Section 39 of the Caltrans Standard Specifications. Type A asphaltic concrete may be substituted for Type B if it is required by another agency, design engineer or is delivered to site instead of Type B. Gradations shall be per the specifications of the appropriate public works agency or Caltrans if no other public works agency has jurisdiction.

#### **7.2.2 Portland Cement Concrete**

All concrete shall be Portland cement concrete and shall be composed of Type II or Type V portland cement conforming to ASTM C150, fine and coarse aggregates, water and admixtures. Portland cement concrete shall be proportioned and mixed

as required to produce a smooth, workable mixture. It shall have a minimum ultimate compressive strength of 3,000 psi as determined by ASTM C873. The maximum size of aggregate shall be that which passes a 1" mesh screen. Concrete shall not contain less than 6 sacks (565 lbs) of cement per cubic yard.

### **7.2.3 Concrete Reinforcement**

Reinforcing bars shall conform to ASTM A615. All bars shall be deformed. Welded wire mesh reinforcement is not allowed.

## **8 Miscellaneous**

### **8.1 Disinfection Materials**

Chlorine (bleach) used for disinfection may be either liquid chlorine or sodium hypochlorite solution. Calcium hypochlorite shall not be used unless approved in advance by the Engineer. Chlorine shall be certified by an ANSI accredited organization to be in compliance with NSF/ANSI 60.

All materials used for disinfection of water mains such as jumper hoses and fittings shall be certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61.

Chlorine neutralizing material shall consist of ascorbic acid.

### **8.2 Temporary Materials**

Materials used for temporary facilities shall consist of materials which will safely perform their intended purpose for the duration of their intended life. Temporary materials are subject to the approval of the Engineer. Temporary materials which will contact potable water shall be certified by an ANSI accredited organization to be in compliance with NSF/ANSI 61.

## Article V. ELECTIONS AND PUBLIC VOTING

### SECTION 5.01 CONDUCTING PROPOSITION 218 PROPERTY- RELATED FEES AND CHARGES PROCEEDINGS

#### Section 5.01 Conducting Proposition 218 Property Related Fees and Charges Proceedings

- (a) Statement of Legislative Intent. It is the Board's intent to adopt procedures for property related fees and charges proceedings which are consistent and in compliance with Articles XIIC and XIID of the California Constitution and, with the Proposition 218 Omnibus Implementation Act (Government Code sections 53750 through 53754). It is not the intent of the Board to vary in any way from the requirements of Articles XIIC and XIID or the Proposition 218 Omnibus Implementation Act.
- (b) Procedures for new or Increased Property Related Fees and Charges. The District shall apply the following procedures for the establishment of new or increased property related fees or charges, such as, for example, increases to water use rates or, changes in the water use rate structures. Said procedures follow the requirements of Article XIID, section 6 of the California Constitution:
- (i) The District shall identify each parcel upon which new or increased property related fees or charges are proposed for imposition.
  - (ii) The District shall calculate the amount of any proposed property related fees or charges.
  - (iii) The District shall provide written notice by mail of any proposed property related fees or charges to:
    - 1. the record owner(s) of each identified parcel upon which the fees or charges are proposed for imposition and
    - 2. the service account holder of record for each identified parcel upon which the fees or charges are proposed for imposition, if different from the record owner.
  - (iv) Such written notice shall contain, as a minimum,
    - 1. the amount of the proposed property related fees or charges to be imposed upon each parcel, and/or the basis upon which the amount of the proposed property related fees or charges were calculated, and

2. the reason(s) for the proposed property related fees or charges, and
3. the date, time and location for a public hearing on the proposed property related fees or charges.

(c) Notice of Proposed Property Related Fees or Charges. The District shall apply the following procedures to provide property owner(s) with a notice of proposed property related fees or charges.

- (i) The record owner(s) and property mailing address of record of each parcel upon which new or increased property related fees or charges are proposed may be determined from the last equalized secured property tax assessment roll. If this method is used, and the property tax roll indicates more than one owner at different mailing addresses, notice shall be mailed to each owner.
- (ii) Said notice shall be mailed at least forty-five (45) calendar days prior to the date set for a public hearing on the proposed property related fees or charges.
- (iii) The notice provided by this section and in accordance with Article XIID, section 6 of the California Constitution shall supersede and be in lieu of any other statute requiring notice relative to the imposition or increase of any property related fees or charges, including but not limited to the notices required by California Government Code sections 53753(d) and 54954.6.
- (iv) Failure of any person to receive notice shall not invalidate the proceedings.
- (v) The cost of providing notice may be included as a cost of the property related fees and charges.

(d) Public Hearing. The District shall apply the following procedures pursuant to a public hearing for proposed property related fees or charges:

- (i) The Board shall conduct a public hearing relative to any new or increased of property related fees or charges.
- (ii) Said public hearing shall be conducted not less than forty-five (45) calendar days after mailing the notice.
- (iii) At the public hearing, the Board shall hear and consider public testimony regarding the proposed property related fees or charges

and, shall accept written protests until the close of the public testimony portion of the public hearing.

(iv) The Board may impose reasonable time limits on both the length of the entire hearing and the length of each speaker's testimony.

(e) Property Related Fees and Charges Requiring a Protest Vote (NO vote only). The District shall apply the following procedures to protest pursuant to property related fees or charges requiring a protest vote.

(i) Upon establishing the date for a public hearing, the Board will appoint an individual or group to act as an impartial arbiter to collect all protest forms that have been properly submitted, present the protest tabulation to the Board, and if necessary, determine the validity of protests received and present a final tabulation. No sitting Board Member may be appointed arbiter.

(ii) After the conclusion of the public testimony portion of the public hearing, the arbiter shall tabulate the written protests received, including those received during the public hearing.

(iii) If it is not possible to tabulate the written protests on the day of the public hearing, or if additional time is necessary for public testimony, the Board may continue the public hearing to a later date to receive additional testimony, or to finish tabulating the written protests only.

(iv) The arbiter shall provide the Board with a final tabulation of written protests if necessary to determine whether there is a majority protest. A final tabulation will not be required if, at the conclusion of the public testimony portion of the hearing, it is manifestly apparent whether or not there is a majority protest.

(v) All written protests must be dated, contain a description of the property such as physical address and/or Assessor's Parcel Number, and be signed by the owner or account holder of record.

(vi) An account holder of record includes lawful tenants occupying the property and holding an account in good standing with the District for the property in question. The District reserves the right to require that the account holder of record provide proof of lawful tenancy of the property in question. Said proof may include a copy of a legal rental contract or a utility bill other than water or sewer. Other proof of lawful tenancy may be allowed, at the arbiter's

discretion. In these proceedings the arbiter's decision regarding lawful tenancy is final.

- (vii) Protests may be made using the form provided by the District. As long as the protest contains all of the specified information it does not need to be on the District-provided form.
- (viii) Only one (1) written protest shall be counted for each individual parcel that receives the property-related service.
- (ix) All written protest are a "public record" as that phrase is defined by the California Public Records Act (Government Code, §6252) and shall be open to public inspection after final tabulation of the written protest.
- (x) After submitting a protest to the District the person who signed the protest may withdraw it by submitting a written statement to the District directing the District to withdraw the protest. Such statement must be received by the District prior to close of the public testimony portion of the public hearing. When protests are tabulated, the District shall segregate withdrawn protests from all other submitted protests. The District shall retain all withdrawn protests and shall indicate on the face of such withdrawn protests that they have been withdrawn.

## **Article VI. Finances**

### **Section 6.01 Investments**

#### **1. PURPOSE OF INVESTMENT POLICY**

It is the policy of the San Lorenzo Valley Water District to invest funds under the prudent investor standard, in accordance with California Government Code Section 53600, et seq. Funds should be invested to ensure maximum security, while getting maximum investment return and meet the daily cash flow needs of the District.

#### **2. DELEGATION OF AUTHORITY**

Authority to manage the investment program is derived from the California Government Code Section 53600, et seq. The authority to invest public funds is expressly delegated to the Board of Directors for the subsequent re-delegation to the Treasurer. The District Manager will establish written procedures for the operation of the investment program consistent with this investment policy. The District Manager and Treasurer are encouraged to consult with the Budget & Finance Committee in between quarterly reports as needed. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the District Manager.

#### **3. PRUDENCE**

As an investment standard, any investment shall be made with “judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”<sup>1</sup> All transactions shall be undertaken in the best interest of the District, and not in the interest of broker-dealers.

#### **4. OBJECTIVES**

The objectives of the District’s investment activities in priority order are as follows:

- a. **SAFETY** – Safety of principal is the foremost objective of the investment program. The District’s investment portfolio shall be designed and undertaken in a manner that seeks to ensure the preservation of the principal invested.
- b. **LIQUIDITY** – The District’s investment portfolio shall be designed to remain sufficiently liquid to enable the District to meet all operating requirements which might be reasonably anticipated. The liquid needs of the District shall be commensurate with the constraints of anticipated cash flow requirements.
- c. **RETURN ON INVESTMENTS** – The District’s investment portfolio shall be designed with the objective of attaining the maximum possible rate of

return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio. Funds in excess of the cash flow needs should be invested to meet the District's performance standards.

## **5. AUTHORIZED AND ACCEPTABLE INVESTMENTS**

- a. LAIF – The Local Agency Investment Fund (LAIF) is an investment pool established and controlled by the State of California to afford smaller agencies the benefits of a large investment portfolio, including higher interest rates and greater diversification. Funds are completely liquid except for a limitation of 10 transactions per month.
- b. COUNTY OF SANTA CRUZ INVESTMENT POOL – This is an investment pool established and controlled by the County of Santa Cruz to afford smaller agencies the benefits of a larger investment portfolio, including higher interest rates and greater diversification. Authority for the County of Santa Cruz Investment Pool is delegated to the County of Santa Cruz Treasurer.
- c. CERTIFICATES OF DEPOSIT – These are receipts for funds deposited in a bank, or savings and loan, or broker deposits for a specific term and rate of interest. The principal and accrued interest shall be insured by the Federal Deposit Insurance Corporation (FDIC). The principal and accrued interest in any one insured depository institution shall not exceed the limit amount insured by FDIC.
- d. PASSBOOK SAVINGS ACCOUNTS – This is a regular liquid savings account. The principal and accrued interest shall be insured by the Federal Deposit Insurance Corporation (FDIC). The principal and accrued interest in any one insured depository institution shall not exceed the limit amount insured by FDIC.
- e. U.S. TREASURY OBLIGATIONS – These are negotiable debt obligations of the U.S. Government which guarantee that all interest and principal payments will be paid on time. Among these are Treasury Bills, Notes and Bonds.
- f. With Board approval, repurchase bonds issued by the District or accelerate payback of loans incurred by the District, including bonds payable solely from a revenue producing property owned, controlled or operated by the District.
- g. Registered warrants, treasury notes or bonds of the State of California, including bonds payable solely from a revenue producing property owned, controlled or operated by the State of California, or by a department, board, agency or authority of same.

## **6. DIVERSIFICATION**

The purpose of diversification is to reduce overall portfolio risks while attaining market yields. The District will diversify its investments by security type and institution, especially when there is no decrease in yield. Pursuant to California Government Code Section 53601(i) certificates of deposit invested outside of an authorized pool shall not exceed thirty percent (30%) of the District's total investment portfolio.

## **7. MATURITY OF INVESTMENTS**

In order to minimize the impact of market risk, to the maximum extent possible, all investments will be held until maturity. Projected cash flow requirements are the primary factor to be used in determining investment maturity terms. After cash flow needs, have been met, yield considerations will be the next factor in determining maturity terms, with the expectations that longer maturity periods will generally yield greater returns on investments. Investments may be sold before maturity if required for cash flow or appreciation purposes.

The maximum maturity term of any investment will not exceed five (5) years, unless prior expressed authority has been granted by the Board of Directors. The District will diversify its investments by maturity date in order to avoid over concentration in any one specific maturity sector. Investments will be made so that the maturity date is compatible with cash flow needs.

## **8. PERFORMANCE STANDARDS**

The District's investment strategy is passive. Given this strategy, the basis used by the District Manager to determine whether market yields are being achieved will be the 6-month U.S. Treasury Bill and the Federal Funds rate. These indices are considered benchmarks for low risk investment transactions and therefore comprise a minimum standard for the portfolio's rate of return.

## **9. REPORTING**

The District's Board of Directors will receive investment reports at least quarterly. The District Manager will provide to the Board of Directors investment reports which provide a clear picture of the status of the current investment portfolio, including but not limited to, compliance of the portfolio in accordance to the policy.

## **10. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the District's investment process shall not conduct personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

## **11. INVESTMENT POLICY ADOPTION**

The District's Investment Policy shall be adopted by Board of Directors by resolution. The policy shall be reviewed annually by the Board of Directors ideally with the budget review process, but no later than the second Board Meeting each July of the year to which it applies and any modifications made thereto must be approved by the Board.

### Section 6.02 Reserves

#### **1. PURPOSE OF RESERVE FUND POLICY**

Establishing reserve funds are important to a successful and stable, financial operation of the San Lorenzo Valley Water District (the "District").

Adequate reserves ensure that customers experience both stable rates for service and the security that the District can respond to emergencies, especially regarding water and wastewater quality issues. Adequate reserves ensure that the District will at all times have sufficient funding available to meet its operating, capital and debt service cost obligations, together with future debt or capital obligations, as well as any unfunded mandates, including costly regulatory requirements.

The District manages its working capital in a manner that allows the District to fund costs consistent with its annually updated capital improvement program and budgeted financial plan, and that avoids significant rate fluctuations due to changes in cash flow requirements. The ability of the District to maintain reserve funds is a critical factor in providing reliable service, mitigating rate increases, and ensuring overall financial strength.

During the budget adoption process, the District Board shall review, and approve any changes for reserve funds based upon the needs of the District. Appendix A and B will be updated with each year based on the target levels identified below and management's estimates of the balances from the budget process.

This Reserve Fund Policy (the "Policy") was developed to clearly identify specific designated reserves and reserve funds. It is the intent of this Policy to clearly identify both reserve fund categories and purposes, and set target levels for reserves that are consistent with the District's mission statement, the uniqueness of the District, and the philosophy of the District's Board.

#### **2. FUND BALANCE CLASSIFICATIONS**

The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54 (Statement 54), Fund Balance Reporting and Governmental Fund Type Definitions in February 2009. Statement 54 abandons the reserved and unreserved classifications of fund balance and replaces them

with five new classifications: nonspendable, restricted, committed, assigned and unassigned.

### FUND BALANCE CLASSIFICATIONS

NONSPENDABLE	RESTRICTED	COMMITTED	ASSIGNED	UNASSIGNED
Inherently nonspendable, such as inventory, prepaid expenses, long-term receivables.	Subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, or laws and regulations of other governments.	Subject to a purpose constraint imposed by a formal action of the Board, and that require the same level of formal action to remove the constraint. Typically before the end of the fiscal year.	This portion is earmarked for an intended use. Intent is established at Board level or by the District Manager.	This comprises all fund balances that are left after considering the other four categories. Use is least constrained in this category of fund balance.



### 3. DESIGNATED RESERVE FUNDS:

#### a. OPERATING RESERVE – ASSIGNED

**PURPOSE** – The Operating Reserve is established to cover unexpected cash flow shortages, expense or losses. These might be caused by delayed payments, unexpected repairs, or economic conditions.

**TARGET LEVEL** - The target balance of the Operating Reserve will equal 4.5 months of operating expenses of the current year budget.

**USE OF FUNDS** - This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unexpected increases in expenses.

#### b. CAPITAL IMPROVEMENT RESERVE – ASSIGNED

**PURPOSE** - The Capital Improvement Reserve will fund the development

of new district-wide capital facilities, replacement, or refurbishment. It will also fund any emergency situations declared by the District Manager.

**TARGET LEVEL** - The target balance of the Capital Improvement Reserve will equal 2.5% of anticipated full capital replacement cost <sup>(1)</sup>. This reserve may be supplemented by any capacity related fees

**USE OF FUNDS** - This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unexpected increases in expenses. It may also be used as matching funds for any grant opportunities.

*(1) For the purposes of Fiscal Years 2021-2023, an estimated replacement cost of \$150 million was used. The District is in the process of a system wide master plan that will better establish a full capital replacement cost, plus inflation, to be used going forward.*

#### **c. COMPENSATED ABSENCES RESERVE – ASSIGNED**

**PURPOSE** - This fund is established to cover unexpected high employee paid time off (PTO) balances. This is usually an event when multiple employees leave the District that had significant PTO balances accrued for.

**TARGET LEVEL** - The target balance of the Compensated Absences Reserve will equal one third (1/3) of the balance stated on the last audited financials.

**USE OF FUNDS** – Upon Board authorization, this fund may be utilized by staff to cover large, unbudgeted PTO cash out payments.

#### **d. DEBT SERVICE RESERVE - RESTRICTED**

**PURPOSE** - The District will fund Debt Service Reserves, which are held in trust with a third party trustee, as provided for in debt covenants.

**TARGET LEVEL** - Increases and decreases to these reserves will be consistent with debt covenants.

**USE OF FUNDS** - Restricted to the respective debt covenants.

**e. ASSESSMENT DISTRICT RESERVE - RESTRICTED**

**PURPOSE** – From time to time the District may have assessment districts (AD) of which revenue is received for a specific purpose.

**TARGET LEVEL** - Increases and decreases to these reserves will be consistent with any respective AD's.

**USE OF FUNDS** - Restricted to the respective AD defined uses.

**f. FIRE RECOVERY SURCHARGE - RESTRICTED**

**PURPOSE** – To cover the anticipated \$5M out of pocket costs to the District from the 2020 CZU wildfires.

**TARGET LEVEL** – Collect \$5M over a 5 year period, or less if the reconciled expenses are less than the \$5M. Fund level will fluctuate from revenues collected against reconciled expenditures. This is a temporary fund that will be removed once completed.

**USE OF FUNDS** - The District will track CZU Wildfire costs against the revenues generated by the Surcharge. These expenses may be operating, capital or debt related expenditures.

**4. Annual Review**

The District Manager shall perform a review and analysis of each designated reserve fund for presentation to the Board at a public meeting upon the occurrence of the following:

Upon consideration by the Board of the annual budget.

Upon any significant change to and/or expenditure(s) from a designated reserve fund.

Upon determination that a fund balance is less than the established target level, without a near term replenishment plan.

As part of the annual review, a summary of the funds and fund level(s) shall be listed out, as well as the anticipated levels for that fiscal year.

## APPENDIX A - ANNUAL UPDATED RESERVE FUNDS AND LEVELS

*(Updated as part of the FY2021-2023 biennial budget process)*

<b>RESERVE FUNDS</b>	<b>CLASSIFICATION</b>	<b>TARGET LEVEL <i>(calculations)</i></b>	<b>BASIS</b>	<b>FY21-22 ESTIMATE</b>	<b>FY22-23 ESTIMATE</b>
<b>OPERATING</b>	<b>ASSIGNED</b>	<b>4.5 Months of Operating Expense</b>	<b>BUDGET</b>	<b>\$3.432M</b>	<b>\$3.551M</b>
<b>CAPITAL IMPROVEMENTS</b>	<b>ASSIGNED</b>	<b>\$3.750M  <i>(\$150M x 2.5%)</i></b>	<b>EST. \$150M</b>	<b>\$0.976M</b>	<b>\$3.750M</b>
<b>COMPENSATED ABSENCES</b>	<b>ASSIGNED</b>	<b>FY21-22: \$565K/3  FY22-23: \$575K/3</b>	<b>EST. AUDIT AMOUNT</b>	<b>\$0.188M</b>	<b>\$0.192M</b>
<b>DEBT</b>	<b>RESTRICTED</b>	<b>\$0.180M</b>	<b>BUDGET</b>	<b>\$0.180M</b>	<b>\$0.180M</b>
<b>OLYMPIA ASSESSMENT DISTRICT</b>	<b>RESTRICTED</b>	<b>\$0.110M</b>	<b>BUDGET</b>	<b>\$0.110M</b>	<b>\$0.110M</b>
<b>FIRE SURCHARGE</b>	<b>RESTRICTED</b>	<b>Maximum \$5M, fluctuates</b>	<b>ACTUALS</b>	<b>\$0.917M</b>	<b>\$1.917M</b>
<b>SURPLUS RESERVES</b>	<b>UNASSIGNED</b>	<b>Remainder Above Target Level</b>		<b>\$0</b>	<b>\$0.139K</b>
<b>TOTAL</b>				<b>\$5.802M</b>	<b>\$9.838M</b>

## APPENDIX B - DEBT CURRENT AND FUTURE

*(Updated as part of the FY2021-2023 biennial budget process)*

### CURRENT DEBT

Below is a table showing the District's current debt service payments and projected ending balances.

#### Non-Operating Expenses

Interest Expense	FY21/22	FY22/23
2021 \$15M Loan	\$ 367,467	\$ 342,167
2019 \$14.5M COP	507,975	495,350
Probation Tank Loan	77,146	74,009
Refunding Bond	1,345	-
Felton Loan	26,039	22,129
Olympia SRF Loan	34,515	32,712
Solar Lease	6,477	5,263
Vehicle Lease	-	-
<b>Total Interest Expense</b>	<b>\$ 1,020,965</b>	<b>\$ 971,630</b>

Debt Principal Payments	FY21/22	FY22/23	Additional Debt Information			
			FY21/22 Balance	FY22/23 Balance	Term. Date	Interest Rate
2021 \$15M Loan	\$ 592,284	\$ 606,584	\$ 14,407,716	\$ 14,106,233	Ends 03/41	2.40%
2019 \$14.5M COP	245,000	260,000	13,550,000	13,290,000	Ends 08/49	2.99%
Probation Tank Loan	74,831	77,969	1,802,633	1,724,663	Ends 09/38	3.88%
Refunding Bond	103,454	-	-	-	Ends 09/21	2.60%
Felton Loan	160,758	164,668	882,176	717,507	Ends 07/27	2.42%
Olympia SRF Loan	69,717	71,521	1,258,529	1,187,008	Ends 01/37	2.57%
Solar Lease	32,518	33,731	158,725	124,994	Ends 11/26	3.67%
Vehicle Lease	22,732	-	-	-	Ends 05/22	3.29%
<b>Total Debt Payments</b>	<b>\$ 1,301,295</b>	<b>\$ 1,214,473</b>	<b>\$ 32,059,778</b>	<b>\$ 31,150,406</b>		

### FUTURE DEBT

There are no known debt financings being pursued.

## Section 6.03 Debt Management

### **Policy Statement**

This policy documents the goals and guidelines of the San Lorenzo Valley Water District (the "District") for the use of debt instruments for financing the District's water and sewer systems, and projects therefor, and other financing needs. The District recognizes the need to invest in ongoing capital replacement and rehabilitation of its facilities as well as new infrastructure to ensure future viability of services, and that the appropriate use of debt can facilitate the timely construction of such facilities.

The District expects to pay for infrastructure and other projects from a combination of current revenues, available reserves, and prudently issued debt. The District recognizes that debt can provide an equitable means of financing projects for its customers and provide access to new capital needed for infrastructure and project needs. Debt will be used to meet financing needs (i) if it meets the goals of equitable treatment of all customers, both current and future; (ii) if it is cost-effective and fiscally prudent, responsible, and diligent under the prevailing economic conditions; and (iii) if there are other important policy reasons therefor. All District debt must be approved by the Board of Directors ("Board").

To endorse prudent financial management and achieve the highest practical credit ratings, the District is committed to systematic capital planning, and long-term financial planning. Evidence of this commitment to long-term capital planning is demonstrated through adoption and periodic adjustment of the District's current capital improvement program or plan ("CIP") identifying the benefits, costs and method of funding capital improvement projects over the planning horizon.

### **Purpose of Policy**

The purpose of this debt management policy is to:

- Establish parameters for issuing debt, including the purposes for which debt can be issued and used;
- Describe how debt and debt proceeds will be managed;
- Provide guidance as to the type of debt to be issued; and
- Provide guidance as to the relationship between the capital improvement plan and debt issuance.

### **Purpose and Use of Debt**

The District will utilize reasonable debt financing to fund long-term improvements and thus ensure equitable allocation of costs. Long-term improvements may include the acquisition of land, facilities, and infrastructure; and enhancements or expansions to existing facilities for providing drinking water services and sewage collection and treatment services to those properties located within the District's boundaries. Debt can be issued to fund the planning, pre-design, design, land and/or easement

acquisition, construction, and related fixtures, equipment and other costs as permitted by law. The District will not issue debt to cover operating needs.

The District may utilize short-term financing (including leases) to, among other things, finance certain essential equipment and vehicles. These assets can range from service vehicles to equipment. The underlying asset must have a minimum useful life of one year or more. Short-term financings, including loans, on bill financing and capital lease purchase agreements, are executed to meet such needs.

The District Manager will periodically evaluate the District's existing debt and recommend refinancing or prepayment (refunding) when economically beneficial. A refinancing may include the issuance of bonds to refund existing bonds or the issuance of bonds in order to refund other obligations, such as commercial paper or loans.

The District Manager, Underwriter and Municipal Advisor (if any shall then be retained) as appropriate shall be responsible for analyzing any debt financing proposal to determine if it is beneficial to the District and if it complies with the District's long-term financial planning objectives, including maintaining or improving the current credit ratings assigned to outstanding debt by the major credit rating agencies.

The proceeds of any debt obligation shall be expended only for the purpose for which it was authorized. Debt may only be issued upon Board authorization. No debt shall be issued with a maturity date greater than the expected weighted average useful life of the facilities or improvements being financed. The final maturity of bonds or state or federal loan debt shall be limited to 40 years after the date of issuance.

## **Debt Management**

The District will provide for a periodic review of its financial performance and review its performance relative to the financial policies outlined herein. These financial policies will be taken into account during the capital planning, budgeting, and rate setting process. As part of the rate setting process, the District may choose to hire an independent Rate Consultant to prepare a Rate Study. Necessary appropriations for annual debt service requirements will be routinely included in the District's annual budget. The District will maintain proactive communication with the investment community, including rating agencies, credit enhancers and investors, to ensure future capital market access at the lowest possible interest rates.

The following principles outline the District's approach to debt management:

- The District will issue debt only in the case where there is an identified source of repayment. Debt will be issued to the extent that (i) projected existing revenues are sufficient to pay for the proposed debt service together with existing debt service covered by such existing revenues, (ii) additional revenues, as necessary, have been identified as a source of

repayment in an amount sufficient to pay for the proposed debt, and (iii) bond covenants will be maintained.

- Debt will be structured for the shortest period possible, consistent with an equitable allocation of costs to current and future users. Borrowings by the District should be of a duration that does not exceed the useful life of the improvement that it finances and where feasible, should be shorter than the projected economic life.
- The District may issue bonds on a fixed or variable interest rate basis. The District's standard practice shall be to issue bonds on a fixed rate basis. Fixed rate securities ensure budget certainty through the life of the securities and can be advantageous in a low interest rate environment. In rare instances, where the financial advantage of such financing structure is significant and only with the unanimous approval of the District's Board members, the District may choose to issue securities that pay a rate of interest that varies according to a predetermined formula or results from a periodic remarketing of the securities. Such variable rate bonds will be limited to no more than 25% of outstanding debt.

The proceeds of the bond sales will be invested until used for the intended project(s) in order to maximize utilization of the public funds. The investments will be made to obtain the highest level of safety. The District's Investment Policy and the specific bond Indentures govern objectives and criteria for investment of bond proceeds. The District Manager will oversee the investment of bond proceeds in a manner to avoid, if possible, and minimize any potential negative arbitrage over the life of the bond issuance, while complying with arbitrage and tax provisions.

Bond proceeds will be deposited and recorded in separate accounts to ensure funds are not comingled with other forms of District cash and investments. The District's trustee will administer the disbursement of bond proceeds pursuant to an Indenture of Trust, a Trust Agreement, Installment Sale Agreement, or such other documents governing debt issuance (collectively, the "Indenture"). Requisition for the disbursement of bonds funds must be approved by the District Manager.

The District Manager will monitor dedicated debt reserve fund balances and periodically review the advisability of prepayment or refunding of related debt. The financial advantages of a current refunding must outweigh the cost of reissuing new debt. A potential refunding will be assessed in combination with any new capital projects requiring financing, and the benefits of the refunding will be evaluated in relation to its costs and risks.

Debt can be refunded to achieve one or more of the following objectives:

- To reduce future interest costs;
- To restructure future debt service in response to evolving conditions regarding anticipated revenue sources;

- To accomplish tax-exempt refunding (that is, refinancing within 90 days of the call date), which must meet a minimum net present value savings target of 2.5% of refunded bonds; and
- To restructure the legal requirements, termed covenants of the original issue to reflect more closely the changing conditions of the District or the type of debt.

### **Debt Service Coverage Target**

The District will not engage in debt financing unless the proposed obligation, when combined with all existing debts, will result in acceptable debt service coverage ratios. In determining the affordability of proposed revenue bonds, the District will perform an analysis comparing projected annual net revenues (after payment of operating and maintenance (“O&M expense”) to estimated annual debt service and estimated debt service coverage ratio (“DCR”). DCR is the amount of cash flow available to meet annual interest and principal payment on debt.

The District’s objective is to maintain a DCR at or above 1.25 times to maintain its high quality credit rating.

### **Debt Instrument Rating**

The District Manager, with the advice of the District’s Municipal Advisor (if any shall then be retained), will assess whether a credit rating should be obtained for an issuance and make a recommendation to the Board. If it is determined that a credit rating is desirable, the probable rating of the proposed debt issuance is assessed before its issuance, and necessary steps are taken in structuring the debt issuance to ensure that the best possible rating is achieved.

### **Debt Structuring**

In structuring a debt issuance, the District will manage the amortization of debt, and to the extent possible, match its cash flow to the anticipated debt service payments. The District will seek to structure debt with aggregate level principal and interest payments over the life of the borrowing. “Backloading” of debt service will be considered only when such structuring is beneficial to the District’s aggregate overall debt payment schedule.

The District Manager, with the advice of the District’s Underwriter or Municipal Advisor, as applicable (if any shall then be retained), will evaluate and recommend to the Board the use of a call option, if any, and call protection period for each issuance. A call option, or optional redemption provision, gives the District the right to prepay or retire debt prior to its stated maturity. This option may permit the District to achieve interest savings in the future through refunding of the bonds. Because the cost of call options can vary widely, depending on market conditions, an evaluation of factors, such as the

call premium, time until the bonds may be called at a premium or at par, and interest rate volatility will guide the decision to issue bonds with a call option. Generally, 30-year tax exempt municipal borrowings are structured with a 10-year call. From time to time, shorter call options (5-9 years) may also be used.

### **Types of Debt**

Permissible types of debt issuable under this policy include, but are not limited to, revenue bonds, Certificates of Participation, variable rate bonds, state revolving fund (“SRF”) loans, federal loans, bank loans, notes, commercial paper, direct placements, capital leases, and lease-purchase financing. The weighted average useful life of the asset(s) or project shall exceed the payout schedule of any debt the District assumes.

In addition to the aforementioned long and short-term financing instruments, the District may also consider joint arrangements with other governmental agencies. Communication and coordination will be made with local governments regarding cost sharing in potential joint projects, including leveraging grants and funding sources.

The District is authorized to join with other special districts and/or municipal agencies to create a separate entity, a Joint Powers Authority, to issue debt on behalf of the District, the special district or municipality. The District will only be liable for its share of debt service, as specified in a contract executed in connection with the joint venture debt.

### **Credit Enhancement**

Credit enhancement may be used to improve or establish a credit rating on District debt obligation. Types of credit enhancement include Letters of Credit, bond insurance or surety policies. The District Manager will recommend to the Board the use of credit enhancement if it reduces the overall cost of the proposed financing or if, in the opinion of the District Manager (with the advice of counsel and the District’s Municipal Advisor, if any shall then be retained), the use of such credit enhancement furthers the District’s overall financial objectives.

### **Debt Service Reserve Fund/Surety Policy**

Unless there are market requirements or it is important to increase credit ratings, the District will not fund a debt service reserve fund as part of its debt issuance. To the extent the District Manager (with the advice of counsel and the District’s Municipal Advisor, if any shall then be retained) determine that a debt service reserve fund is advantageous, the debt reserves will be maintained in accordance with the applicable Indenture or the current District reserve policy (if any).

### **Capitalized Interest**

Generally, interest shall be capitalized for the construction period of a revenue-producing project, and debt service does not begin until the project is expected to be

operational and producing revenues. In addition, for lease back arrangements, such as those used for lease revenue bond transactions, interest may be capitalized for the construction period, until the asset is operational. Only under extraordinary circumstances, interest may be capitalized for a period longer than the construction period.

### **Credit Ratings**

The District will seek to maintain the highest possible credit ratings that can be achieved for debt instruments without compromising the District's policy objectives. Ratings are a reflection of the general fiscal health of the District. By maintaining the highest possible credit ratings, the District can issue its debt at a lower interest cost. To enhance creditworthiness, the District is committed to prudent financial management, systematic capital planning, and long-term financial planning.

The District recognizes that external economic, natural, or other events may from time to time affect the creditworthiness of its debt. Each proposal for additional debt will be analyzed for its impact upon the District's debt rating on outstanding debt.

### **Rating Agency Relationships**

The District may seek credit ratings from any or all of the major credit rating agencies - Standard & Poor's, Moody's Investors Service, and Fitch Investors Service, as appropriate. In addition, the District will evaluate the value of additional ratings on a case by case basis (e.g., Kroll Rating Services). District staff will provide periodic updates to the rating agencies, both formal and informal, on the District's general financial condition and coordinate meetings and presentations in conjunction with a new debt issuance when determined necessary.

The retention of a rating agency relationship will be based on a determination of the potential for more favorable interest costs as compared to the direct and indirect cost of maintaining that relationship.

### **Bond Ratings**

The District Manager, with the advice of the District's Underwriter or Municipal Advisor, as applicable, (if any shall then be retained), shall be responsible for determining whether a rating shall be requested on a particular financing, and which of the major rating agencies shall be asked to provide such a rating.

### **Method of Sale**

The District will select the method of sale which best fits the type of bonds being sold based on the term of the project, market conditions, and the structure of bond maturities which enhances the overall performance of the entire debt portfolio. Three general methods exist for the sale of municipal bonds:

- I. **Competitive sale.** Bonds will be marketed to a wide audience of investment banking (underwriting) firms. The underwriter is selected based on its best bid for its securities. The District will award the sale of the competitively sold bonds on a true interest cost ("TIC") basis. Pursuant to this policy, the District Manager is hereby authorized to sign the bid form on behalf of the District fixing the interest rates on bonds sold on a competitive basis.
- II. **Negotiated sale.** The District Manager shall select the underwriter, or team of underwriters, of its securities in advance of the bond sale, subject to Board approval. The District works with the underwriter to bring the issue to market and negotiates all rates and terms of the sale. In advance of the sale, after receiving approval from the Board of Directors, and with advice from the District's Municipal Advisor (if any shall then be retained), the District Manager will determine compensation for and liability of each underwriter employed and the designation rules and priority of orders under which the sale itself will be conducted. Pursuant to this policy, the District Manager is hereby authorized to sign the bond purchase agreement on behalf of the District fixing the interest rates on bonds sold on a negotiated basis.
- III. **Private placement.** The District may elect to issue debt on a private placement basis. Such method shall be considered if it is demonstrated to result in cost savings or provide other advantages relative to other methods of debt issuance, or of it is determined that access to the public market is unavailable and timing considerations require that a financing be completed.

## **Roles and Responsibility**

The primary responsibility for developing debt financing recommendations rests with the District Manager. In developing such recommendations, the District Manager shall consider the need for debt financing and assess progress on the current CIP and any other program/improvement deemed necessary by the District. The Board authorizes and approves debt financing and/or debt service related recommendations and proposals.

All proposed debt financings shall be approved by the Board. Debt is to be issued pursuant to the authority of and in full compliance with provisions, restrictions and limitations of the Constitution and laws of the State of California, including Government Code ("CGC") §54300 et seq. and §53570 et seq.

## **Bond Counsel**

The District will retain external bond counsel for all debt issues. As part of its responsibility to oversee and coordinate the marketing of all District indebtedness, the District Manager shall make recommendations for approval by the Board on the retention of bond counsel.

Bond counsel will prepare the necessary authorizing resolutions, agreements and other documents necessary to execute the financing. All debt issued by the District

will include a written opinion by bond counsel affirming that the District is authorized to issue the debt, stating that the District has met all state constitutional and statutory requirements necessary for issuance, and determining the debt's federal income tax status.

### **Municipal Advisors**

The District will seek the advice of the Municipal Advisor when necessary. The Municipal Advisor will advise on the structuring of obligations to be issued, provide information on various options, give advice as to how choices will impact the marketability of the District's obligations and will provide other services as required.

### **Underwriters**

When a negotiated sale will provide significant benefits to the District that would not be achieved through a competitive sale, the District may elect to sell its debt obligations through negotiated sale, upon approval by the Board of Directors. Such determination may be made on an issue-by-issue basis, for a series of issues, or for part or all of a specific financing program. The District Manager shall select the Underwriter. A competitive process may be used but shall not be required. Before work commences on a bond issue to be sold at negotiated sale, the Underwriter shall provide the District Manager a detailed estimate of all components of their compensation and disclose any potential conflicts of interest.

### **Federal Arbitrage and Rebate Compliance – Internal Controls**

The District will fully comply with federal arbitrage and rebate regulations. Concurrent with this policy, the District Manager will take all permitted steps to minimize any rebate liability through proactive management in the structuring and oversight of its individual debt issues. All of the District's tax-exempt issues, including lease purchase agreements, are subject to arbitrage compliance regulations.

The District Manager shall be responsible for the following:

- I. Monitoring the expenditure of bond proceeds to ensure they are used only for the purpose and authority for which the bonds were issued and exercising best efforts to spend bond proceeds in such a manner that the District shall meet one of the spend-down exemptions from arbitrage rebate. Tax-exempt bonds will not be issued unless it can be reasonably expected that 85% of the proceeds will be expended within the three-year temporary period.
- II. Monitoring the investment of bond proceeds with awareness of rules pertaining to yield restrictions. Maintaining detailed investment records, including purchase prices, sale prices and comparable market prices for all securities.

- III. Contracting the services of outside arbitrage consultants to establish and maintain a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of federal tax code.

To the extent any arbitrage rebate liability exists, the District will report such liability in its annual audited financial statements.

### **Continuing Disclosure**

The District will meet secondary disclosure requirements in a timely and comprehensive manner, as stipulated by the Securities Exchange Commission Rule 15c2-12. The District Manager shall be responsible for providing ongoing disclosure information to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, the central depository designated by the SEC for ongoing disclosures by municipal issuers. The District Manager may determine to hire an outside consultant to assist the District with its secondary disclosure requirements under Rule 15c2-12.

The District will keep current with any changes in both the administrative aspects of its filing requirements and the national repositories responsible for ensuring issuer compliance with the continuing disclosure regulations. In the event a "listed event" occurs requiring immediate disclosure, the District Manager will ensure information flows to the appropriate disclosure notification parties.

### **Compliance with Bond Covenants**

In addition to financial disclosure and arbitrage compliance, once the bonds are issued, the District is responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:

- Annual appropriation of revenues to meet debt service payments;
- Timely transfer of debt service payments to the trustee or paying agent;
- Compliance with insurance requirements;
- Compliance with rate covenants, where applicable; and
- Compliance with all other bond covenants.

On an annual basis, the District Manager will prepare all required debt related schedules and footnotes for inclusion in the District's audited financial statements. The audited financial statements shall describe in detail all funds, fund balances and debt service coverage tables, if applicable, established as part of any direct debt financing of the District, including the following information for each fiscal year:

- Debt authorized at the beginning of, during, and at the end of the fiscal year, whether or not such debt is issued, as well as debt authority lapsed during the fiscal year;
- Principal amount of initial outstanding debt, paid outstanding debt, and remaining outstanding debt at the end of the fiscal year;

- Amount of initial debt proceeds, expended debt proceeds and their purpose, and debt proceeds remaining at the end of the fiscal year.

The audited financial statements may also contain a report detailing any material or rate covenants contained in any direct offering of the District and whether or not such covenants have been satisfied.

## **Policy Review**

On an as needed basis, the District Manager will be responsible for updating and revising this Policy which shall be reviewed at the Board meeting and adopted by the Board of Directors.

## **Section 6.04 Utility Billing**

### **1. Purpose**

- a. These sections are to provide guidance on application for utility billing accounts, billing procedures, past due procedures, and other utility billing policies.

### **2. Application for Established Water Service**

- a. Utility billing accounts may only be held in the owner's name.
  - i. In any instance in which the owner of the premises does not occupy the premises as a use or is not the primary user, the owner of the premises shall, nevertheless, be primarily responsible for service to the property.
- b. Owners will be required to submit a service application form provided by the District. Applications will include the following:
  - i. Date of application
  - ii. Address of property to be served
  - iii. Date to begin service
    1. Escrow closing date
      - a. If one is not provided, the County record date will be used.
  - iv. Applicants full name
  - v. Billing address, if different than service address
  - vi. Contact information: phone number and e-mail address
  - vii. Physical signature, or electronic signature, acknowledging application request and adherence to District rules and regulations.
- c. A non-refundable account establishment fee will be charged to any water service application. Based on current rates and charges established by the Board.

- d. Surplus Water accounts allow for bulk water fill-up at the District's designated sites. Based on current rates and charges established by the Board.
  - i. Security deposits remain on the account, until the account is closed. There are two types of surplus accounts:
    - 1. Private surplus water applicants must identify the use is for their personal property only and cannot exceed 10 units per month.
      - a. Upon two consecutive months of 10 or more units will require increased deposit to the Commercial rate.
    - 2. Commercial surplus applicants are for any use in excess of 10 units per month, commercial, or construction use.
- e. Completed application for service will constitute customer's willingness and intention to comply with District rules, regulations, policies, and ordinances.

### **3. Transfer to New Account**

- a. In any instance an owner closes an account with a remaining balance owed to the District and attempts to establish another water service account, the remaining balance owed will transfer to the new account.

### **4. Billing Procedures**

- a. Billing period is monthly. There are two billing cycles, sent out on the 5<sup>th</sup> or 20<sup>th</sup> of each month, or following business day if a weekend, based on location within the District.
  - i. Billing and due dates are not able to be modified.
- b. Bills are due upon receipt and are deemed past due 21 days after the bill date.
- c. Bills are made up of a Basic Fee and Consumption Fee. Based on current rates and charges established by the Board.
  - i. Basic Fee
    - 1. Water Service: Based on a calendar month and upon the billing water meter size.
      - a. All customers pay the Basic Fee whether the property is vacant or occupied or water is used or not.
    - 2. Sewer Service: Based on a calendar month.
      - a. All customers pay the Basic Fee whether the property is vacant or occupied.
  - ii. Consumption Fee: Meters are read as near as possible to a 30-day cycle. Consumption charge is based upon the amount of water that has passed through the meter. *This typically does not coincide with the actual calendar month.*
- d. Opening and Closing Bills

- i. Opening and closing bills for less than the normal billing period will be pro-rated for both the basic and consumption charges.

## **5. Delinquent Account – Late Fees and Payment Plans**

- a. Delinquent accounts are hereinafter identified as any account that remains unpaid, and without having an active alternative payment arrangement, by close of business 21 days after the bill date.
- b. Small Balance Accounts
  - i. Any balance on a bill of \$20 or less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action.
- c. Late Fee
  - i. If payment for a bill is not received by the close of business 21 days after the bill date, the District will make a reasonable, good faith effort to notify the customer of an impending late fee. If payment is not received prior to the following bills processing, a late fee will be assessed. The late fee is based on current rates and charges established by the Board.
    - 1. The means of notification will be based upon the notification preference provided by the customer (text, phone or email). Customers who have not selected a means of notification will be notified by the e-mail on file. The District assumes no responsibility for phone or email contact information that has not been kept up-to-date by the customer.
  - ii. At the request of the customer, the District will waive the late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding twelve (12) months.
- d. Alternative Payment Arrangements (payment plans)
  - i. Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees. The District will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.
  - ii. Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the customer, not to exceed 12 months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill(s). The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period.

The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Failure to comply with the terms of an amortization plan will result in further collections processes.

- e. Customers may request this policy to be translated by writing to the District:
  - i. By mail: Attention Customer Service, 13060 Hwy 9, Boulder Creek CA 95006
  - ii. By e-mail: [CustomerService@slvwd.com](mailto:CustomerService@slvwd.com)

## **6. Security Deposits**

- a. Security deposits are billed for surplus water accounts.
- b. The District may apply, without notice, the amount of any deposit toward the payment of any water bill or other indebtedness owed to the District.
- c. Deposits are held on the account until the account is closed.
- d. Security deposits bear no interest.

## **7. Returned Check or Other Failed Payments**

- a. Upon receipt of a returned payment method taken as payment of water service or other charges, the District will consider the account not paid. The District will make a reasonable, good faith effort to notify the customer by phone or email of the returned payment. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by the e-mail on file.
- b. It is the customer's responsibility to make payment or contact the District for further payment plans to avoid additional late fees.

## **8. Complaints and Disputed Bills – Appeals Process**

- a. If a customer has a complaint regarding water service or disputes the water bill, they may exercise their right to appeal to the District Manager. The following procedures will be followed:
  - i. Customer's written request disputing any fees or charges must be received within five (5) days of the fee becoming due.
  - ii. The District Manager will review all written requests of the disputed amounts and either deny the request or grant the request, or a portion thereof, within fourteen (14) days.
  - iii. Any customer of the District who disputes the District Manager's final decisions, may appeal by filing a "Notice to Appeal" to the Board of Directors within fifteen (15) days of the District Managers determination.

- iv. The District will place the appeal on the next available Board of Directors agenda, and notify the appellant no later than fourteen (14) days prior to the hearing.
- v. The Board of Directors' decision will be final, and any outstanding balances will be due immediately, unless otherwise extended by the Board.

## **9. Collection Process**

- a. The District utilizes multiple forms of collection based on the account situation. Lawful methods of collection include but are not limited to referring the past due balance to the County for collection through the County tax rolls, establishing a non-tax lien on real property, and/or sending balances to a collection agency.
- b. Any amounts that remain outstanding ninety (90) days after the past due bill date may be subject to one or more of these collection processes.
- c. County Tax Rolls:
  - i. The primary collection method shall be referring past due balances for collection through the County tax rolls.
  - ii. Water Code Sections 31701 et seq. allow the District to collect delinquent and unpaid charges for water and other services by referring them for collection through the County tax rolls and thereby establishing a lien on real property, as set forth herein.
  - iii. The charges must have been requested in writing by the owner of the real property. Such a request may be made, without limitation, by opening a water or sewer service account with the District, or by authorizing a tenant or another person to open such an account for the property.
  - iv. The District shall notify the holder of title to land whenever delinquent and unpaid charges for water or other services which could become a lien on such property remain delinquent and unpaid for (60) sixty days.
  - v. The District shall prepare a written statement of those charges that remain delinquent and unpaid for (60) sixty days or more as of July 1st of each year, and shall present the statement to the Board of Directors. The statement shall include, at a minimum:
    - 1. The amount of such charges.
    - 2. The name and address of the person liable therefor.
  - vi. The Board of Directors shall review the statement and determine which charges to include, and shall direct District staff to furnish the approved statement to the County on or before August 1 each year, or such other date as may be established by the County.

- vii. Water Code Section 31701.5 provides that the amount of the charges included in said statement shall be added to and become part of the annual taxes next levied upon the property served and upon any other property subject to charges for other District services, and shall constitute a lien on that property as of the same time and in the same manner as does the tax lien securing such annual taxes.
- d. Establishing a Non-Tax Lien on Real Property:
  - i. A secondary collection method shall be establishing a non-tax lien on real property. This collection method may be used, in the District's discretion, if collection through the County tax rolls is not viable.
  - ii. Water Code Section 31701.7 allows the District to collect delinquent and unpaid charges for water and other services by filing a certificate with the County recording office that establishes a lien on real property, as set forth herein.
  - iii. The District shall prepare a certificate specifying the amount of such charges and the name and address of the person liable therefore and shall file the certificate with the County recording office.
  - iv. Water Code Section 31701.7 and Health and Safety Code Section 5473.11 provide that from the time of recording the certificate, the amount required to be paid together with interest and penalty constitutes a lien upon all real property in the County owned by the person or acquired before the lien expires. The lien has the force, priority, and effect of a judgment lien and continues in effect for 10 years unless sooner released or otherwise discharged.
  - v. Charges for Sewer or Sanitation Services and Facilities:
    - 1. As an alternative to Water Code Section 31701.7, Health and Safety Code Section 5473.11 allows the District to collect delinquent and unpaid charges for sewer or sanitation services and facilities.
    - 2. This alternative procedure is not necessary for any sewer-related services billed on the same bill as water rates.
    - 3. If following this procedure, the only difference is that the District shall notify the assesse shown on the last equalized assessment roll whenever delinquent and unpaid charges which could become a lien on such property remain delinquent and unpaid for (60) sixty days.
- e. Collection Agency:

- i. Another collection method involves referring the account to a collections agency. This collection method may be used, in the District's discretion, if collection through the County tax rolls is not viable. The District shall send the customer a final past due notice before referring the account to a collection agency.

**10. Deducting Delinquencies and Other Debts from Disbursements**

- a. Whenever a person has incurred any delinquency, debt, or other financial obligation to the District for any District services rendered or materials or equipment supplied, the amount of such obligation due the District may be deducted from any deposits, credits, refunds or other disbursement from the District to such person, at the discretion of the District Manager.

**11. Request for Relief – Leak Adjustment**

- a. Any customer of the District may submit for a leak adjustment in accordance with the District's current Leak Adjustment policy.

**12. Request for Relief – Waiver of Basic Monthly Charge Due to Natural Disasters**

- a. A property owner may file a statement with the District stating that their structure cannot be occupied due to damage resulting from storm events or other natural disasters. Said statement must be filed within 120 days of the cause of occurrence.
- b. Upon making findings and determinations that the customer's structure cannot be occupied as a result of a natural disaster, the Finance & Business Services Department may determine that the customer is exempt from the basic monthly charge. Exemption will be allowed for a period of up to 3 years from the date of determination or until the customer requests continuance of service, whichever occurs first.
- c. No customer shall at any time, in any manner, obtain water from the service connection while exempt from the liability of the basic monthly charge.
- d. The District may lock or remove the meter to protect the District against fraud or abuse. Should the customer not repair or replace the damaged structure or request continuance of service within the time allowed, the service will be considered vacated.

**13. Request for Relief – Multiple User Variance**

- a. The owner of a parcel which is improved with two or more residential dwelling units may appeal the water meter size requirements on the grounds that: The additional unit or units is/are used or occupied fewer than forty days per year; and such use is limited to personal guests of the occupants of the main unit; and that such additional units are not let, leased or rented. An application for a variance must be filed pursuant to the appeal procedure set forth in this section. The Board of

directors may grant such a variance, with conditions, including time limitations, and may also revoke such variance for good cause. The Board of Directors will set an annual review date of the first meeting in November of each year to consider expirations, new applications and applications for renewal of such meter size variances. This review date is not exclusive, and the Board may schedule additional hearings on variations as appropriate.

**14. Available in Multiple Languages:**

- a. Spanish
  - i. La política del Distrito relativa a la discontinuación del servicio de agua para las cuentas morosas puede facilitarse en español, bajo solicitud por escrito a [customerservice@slvwd.com](mailto:customerservice@slvwd.com).
- b. Chinese
  - i. 在给[customerservice@slvwd.com](mailto:customerservice@slvwd.com)发出书面要求后，可用中文提供本区关于拖欠账户住户将被停止供水服务的政策。
- c. Vietnamese
  - i. Bản điều lệ của District về việc ngưng cấp nước vì các tài khoản bị trễ hạn sẽ có sẵn bằng tiếng Việt, khi quý gửi email đến [customerservice@slvwd.com](mailto:customerservice@slvwd.com) để yêu cầu.
- d. Korean
  - i. 연체 계정에 대한 수도 서비스 중단에 관한 수도 지구청의 정책은 [customerservice@slvwd.com](mailto:customerservice@slvwd.com)으로 서면 요청 시 한국어로 입수할 수 있습니다.
- e. Tagalog
  - i. Ang patakaran ng District tungkol sa pagputol ng water service para sa mga delinkwenteng account ay maaaring makuha sa Tagalog; magpadala lamang ng nakasulat na request sa [customerservice@slvwd.com](mailto:customerservice@slvwd.com).

## **Article VII. REVENUE STABILIZATION RATES**

### **Section 7.01 Revenue-Stabilization Rate Trigger and Board Notification**

- (f) The District Manager shall provide the Board of Directors with the average units of water sales (by month) for the rolling previous three years, which will serve as the baseline against which current annual sales to date will be compared. This information will be provided to the Board of Directors as a part of the District's annual budget package.
- (g) If the District Manager determines that budget-year water sales (in units) to date, and corresponding revenue, is more than 10% below expected year-to-date levels (based on monthly averages over the previous three years), the District Manager shall notify, at a public meeting, the Board of Directors of this determination at or before the next regularly scheduled Board meeting. When notifying the Board of Directors, the District Manager shall also do the following:
  - (v) provide staff analysis of why the water sales gap is occurring and a six-month projection of anticipated water sales;
  - (vi) present a calculation of the year-to-date revenue gap resulting from the water sales gap, along with the projected revenue gap based on a six-month projection of anticipated water sales;
  - (vii) present expense reduction measures that match the revenue gap for consideration by the Board of Directors; and
  - (viii) provide an update on the District's current reserve levels.

### **Section 7.02 Board Action**

At any time after being notified of the District Manager's determination under Section 5.01(b), the Board of Directors may, in its discretion, take any of the following actions:

- (a) order the District Manager to implement all or part of the proposed expense reduction measures;
- (b) order the District Manager to utilize reserves to meet all or part of the revenue gap; and/or

- (c) defer or stop the applicable revenue stabilization rate from taking effect, or adopt any alternative rate that is less than the applicable revenue stabilization rate.

### Section 7.03 Automatic Implementation

If the Board of Directors takes no action under Section 5.02(c) before or during the regularly scheduled Board meeting described in Section 5.01(b), then the applicable revenue stabilization rate shall take effect automatically, as follows:

- (a) The applicable revenue stabilization rate shall be the revenue stabilization rate that most nearly corresponds with, and does not exceed, the level of volumetric water sales deficit (10%, 15%, or 20%).
- (b) The applicable revenue stabilization rate, or any alternative rate adopted by the Board of Directors under Section 5.02(c), shall take effect after the District gives customers 30 days' notice.
- (c) The District shall implement the applicable revenue stabilization rate, or any alternative rate adopted by the Board of Directors under Section 5.02(c), for the first full billing cycle to occur after the rate takes effect.

### Section 7.04 Rescission

If the District Manager determines that that water sales have returned to expected year-to-date levels the District Manager shall notify the Board of Directors of this determination at a public meeting, at or before the next regularly scheduled Board meeting. After Board notification, the revenue stabilization rate (or any alternative rate adopted by the Board of Directors under Section 5.02(c)) shall automatically be rescinded, and the volumetric water rate will revert to the standard uniform volumetric rate for the current fiscal year. The rescission and the standard uniform volumetric rate for the current fiscal year shall take effect and shall be implemented by the District starting with the next full billing cycle to occur after the Board meeting described in this section.