

Salton Community Services District
REGULAR MEETING *Agenda*
October 21, 2026
Closed Session 1:00 p.m.
Open Session 2:00 p.m.
1209 Van Buren Ave.
Salton City, CA 92275
www.saltoncsd.ca.gov

BOARD OF DIRECTORS:

Michael Friese, President
Oscar Ramirez, Vice President
Manuel Ramos, Director
Lidia A. Sierra, Director
David Reagle, Director

STAFF:

Emmanuel Ramos, General Manager
Christina Sutton, Finance Officer
Thania Garcia, Board Secretary
Jazmine Madrigal, Admin Assistant
Omar Ruiz, Field Foreman
Pascual Muniz, Park Supervisor
Robert Patterson, Legal Counsel

1. CALL TO ORDER: 1:00 pm

2. ROLL CALL:

3. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3, the public has the right to address the board regarding any closed session items listed on the **closed session agenda** prior to the board adjourning into closed session. Anyone who wishes to address the Board, please come to the microphone. Public comments are limited to (3) minutes for each person. Comments are not to be directed towards an individual or individuals but to the Board on a specific issue.

4. CLOSED SESSION ITEMS:

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: (General Manager)

B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

C. Conference with Labor Negotiators (Government Code § 54957.6)

District designated representatives: Emmanuel Ramos, Christina Sutton, Robert Patterson, and Lena Wade Employee organization: Laborer's' International Union of North America Local No. 1184

5. OPEN SESSION: 2:00 pm

6. PLEDGE OF ALLEGIANCE: Michael Friese, President

7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:

8. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3, members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the Board on any items of public interest. Comments are not to be directed towards an individual or individuals but to the Board on a specific issue.

9. BOARD MEMBER COMMENTS:

10. CONSENT CALENDAR ITEMS:

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time without discussion. If any board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

A. Approve the Minutes for the Regular Board Meeting of September 16, 2026 [pg.4]

B. Approve demands for the month of September 2026. [pg.7]

C. Slovak, Baron, Empey, Murphy, & Pinkney September 2026 (\$5,024.48)

11. REPORTS:

Park Supervisor's report [pg.32]

Field Foreman's report [pg.33]

General Manager's report [pg.36]

Finance Officer's report [pg.37]

12. MEMBERS OF THE BOARD REPORTS: STANDING COMMITTEE:

A. Architectural Committee Report

13. UNFINISHED BUSINESS:

A. Discussion and approval of Director Reagles' nominee to the Architectural Committee.

14. BUSINESS:

- A. Discussion and approval of the verbiage for the Salton City Restroom Restoration Project Contract awarded to LZ Construction. [pg.38]
- B. Discussion and approval to purchase batteries for the Ryobi lawnmower or to rent or replace it with a diesel or gasoline lawnmower. [pg.102]

15. Adjournment:

Sonia Thania Garcia, Secretary of the Board

Upon written request, this agenda will be made in an appropriate alternative format to persons with disabilities as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Secretary of the Board at least 72 hours before the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at 1209 Van Buren St, Suite 1, Salton City, California 92275.

Salton Community Services District
REGULAR MEETING *Minutes*
September 16, 2026
Open Session 2:00 p.m.
1209 Van Buren Ave.
Salton City, CA 92275
www.saltoncsd.ca.gov

BOARD OF DIRECTORS:

Michael Friese, President
Oscar Ramirez, Vice President
Manuel Ramos, Director
Lidia A. Sierra, Director
David Reagle, Director

STAFF:

Emmanuel Ramos, General Manager
Christina Sutton, Finance Officer
Thania Garcia, Board Secretary
Jazmine Madrigal, Admin Assistant
Omar Ruiz, Field Foreman
Pascual Muniz, Park Supervisor
Robert Patterson, Legal Counsel

1. OPEN SESSION: 2:00 pm

2. Roll Call:

President Friese Present	Director Sierra Present
Vice President Ramirez Present	Director Reagle Present
Director Ramos Present	

3. PLEDGE OF ALLEGIANCE: Michael Friese, President

4. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:

5. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3, members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the Board on any items of public interest. Comments are not to be directed towards an individual or individuals but to the Board on a specific issue.

Michelle Gilmore- Gave community announcements.

6. BOARD MEMBER COMMENTS:

President Friese- No comment
Vice President Ramirez- No comment
Director Ramos- No comment
Director Sierra- No comment
Director Reagle- Announced some upcoming events.

7. **CONSENT CALENDAR ITEMS:**

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the board of directors at one time without discussion. If any board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

A. Approve the Minutes for the Regular Board Meeting of August 19, 2026

B. Approve demands for the month of August 2026.

C. Slovak, Baron, Empey, Murphy, & Pinkney August 2026 (\$2,561.05)
President Friese moved to approve the consent calendar items. Direct or Ramos seconded the motion.

Roll Call:

President Friese Yes

Director Sierra Yes

Vice President Ramirez Yes

Director Reagle Yes

Director Ramos Yes

Motion Passes 5-0

8. **REPORTS:**

Field Foreman's report [**Omar Ruiz**]

Park Supervisor's report [**Pascual Muniz**]

General Manager's report [**Emmanuel Ramos**]

Finance Officer's report [**Christina Sutton**]

9. **MEMBERS OF THE BOARD REPORTS: STANDING COMMITTEE:**

A. Architectural Committee Report [**Thania Garcia**]

10. **UNFINISHED BUSINESS:**

A. Discussion and approval of Director Reagles' nominee to the Architectural Committee.
Tabled

11. NEW BUSINESS:

- A. Discussion and approval of the Fleetio Proposal for Management Software Platform.
President Friese moved to approve the Fleetio proposal for fleet management software including onboarding, on-site training, and a 1-year contract for 40 assets not to exceed \$14,800. Director Ramos seconded the motion.

Roll Call:

President Friese Yes	Director Sierra No
Vice President Ramirez No	Director Reagle Yes
Director Ramos Yes	

Motion Passes 3-2

- B. Discussion and approval of the Salton City Restroom Restoration Project Bids.
President Friese moved to approve the award of the construction contract for the Salton City Park Restroom Improvements (District Project No. SCP-1) to the lowest responsive, responsible bidder, LZ Construction, Inc., in the total base bid amount of \$134,778.84 and authorize the General Manager to execute the contract documents, issue the Notice of Award and Notice to Proceed, and approve standard change orders not to exceed District contingency limits. Vice President Ramirez seconded the motion.

Roll Call:

President Friese Yes	Director Sierra Yes
Vice President Ramirez Yes	Director Reagle Yes
Director Ramos Yes	

Motion Passes 5-0

12. Adjournment:

Meeting Adjourned at 3:23 pm

Sonia Thania Garcia, Secretary of the Board

Michael Friese, President of the Board

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Salton Community Services District

Transaction Report
September 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-1302 GF Internet service expense							
09/02/2026	Bill		Frontier Communications	District Office Internet	6-1302 GF Internet service expense	Accounts Payable - SM	250.00
Total for 6-1302 GF Internet service expense							\$250.00
6-1400 Bank Charge Expense - GF							
09/22/2026	Check	ACH	Columbia Bank	MISCELLANEOUS DEBIT ANALYSIS ACTIVITY FOR 08/26	6-1400 Bank Charge Expense - GF	General Fund	84.27
Total for 6-1400 Bank Charge Expense - GF							\$84.27
6-1501 GF Auditing Expense							
09/30/2026	Bill	0926-22	O'Connor & Company	A25-Salton CSD-3112 For professional services rendered on the above referenced project for the period ending: September 30, 2026 Billing through completion of the audit.	6-1501 GF Auditing Expense	Accounts Payable - SM	6,746.25
Total for 6-1501 GF Auditing Expense							\$6,746.25
6-1502 Accounting Services - GF							
09/30/2026	Bill	116303	The Pun Group	Accounting and advisory service FY2025 Final Billing	6-1502 Accounting Services - GF	Accounts Payable - SM	5,250.00
Total for 6-1502 Accounting Services - GF							\$5,250.00
6-1602 Building Maint. Expense - GF							
09/03/2026	Bill	418	J/G Air Conditioning	Duplex Compressor Warranty Replacement - Labor	6-1602 Building Maint. Expense - GF	Accounts Payable - SM	840.00
Total for 6-1602 Building Maint. Expense - GF							\$840.00

Salton Community Services District

Transaction Report
September 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-1702 Training Expense - GF							
09/18/2026	Bill	164	Woods Security Trainging	Pepper Spray Training	6-1702 Training Expense - GF	Accounts Payable - SM	150.00
Total for 6-1702 Training Expense - GF							\$150.00
6-1802 Admin Fees Due to SM - GF							
09/08/2026	Journal Entry	CS091026		Pay Period: 08/31/2026 to: 09/06/2026	6-1802 Admin Fees Due to SM - GF		1,218.40
09/08/2026	Journal Entry	CS091026-3		FY 26-27 to date 10% Wages	6-1802 Admin Fees Due to SM - GF		-1,218.40
09/14/2026	Journal Entry	CS091726		Pay Period: 09/07/2026 to: 09/13/2026	6-1802 Admin Fees Due to SM - GF		1,283.33
09/14/2026	Journal Entry	CS091726-3		FY 26-27 to date 10% Wages	6-1802 Admin Fees Due to SM - GF		-1,283.33
09/21/2026	Journal Entry	CS092426		Pay Period: 09/14/2026 to: 09/20/2026	6-1802 Admin Fees Due to SM - GF		1,357.77
09/21/2026	Journal Entry	CS092426-3		FY 26-27 to date 10% Wages	6-1802 Admin Fees Due to SM - GF		-1,357.77
09/28/2026	Journal Entry	CS100126		Pay Period: 09/21/2026 to: 09/27/2026	6-1802 Admin Fees Due to SM - GF		1,362.56
09/28/2026	Journal Entry	CS100126-3		FY 26-27 to date 10% Wages	6-1802 Admin Fees Due to SM - GF		-1,362.56
Total for 6-1802 Admin Fees Due to SM - GF							\$0.00
6-1849 AD other miscellaneous expense							
09/24/2026	Bill		Dollar General	SC & DS Park Master Plan Workshop Snacks for Participants	6-1849 AD other miscellaneous expense	Accounts Payable - SM	41.80
Total for 6-1849 AD other miscellaneous expense							\$41.80

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Transaction Report
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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-2003 Street Light Expense - ND							
09/09/2026	Bill		IID	SC Street Lights Electrical Service Expense Account# ****7900	6-2003 Street Light Expense - ND	Accounts Payable - SM	1,565.15
Total for 6-2003 Street Light Expense - ND							\$1,565.15
6-2201 Property Tax Expense - ND							
09/10/2026	Bill		Imperial County Treasurer	Property Tax for APN 017-140-020	6-2201 Property Tax Expense - ND	Accounts Payable - SM	16.79
Total for 6-2201 Property Tax Expense - ND							\$16.79
6-2301 District Legal Expense - ND							
09/30/2026	Bill	103489	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 09/30/26	6-2301 District Legal Expense - ND	Accounts Payable - SM	2,512.24
Total for 6-2301 District Legal Expense - ND							\$2,512.24
6-3207 GF technical expense							
09/01/2026	Bill	3033-09012026-55	Interconnect Networks	Tech Support Monthly Bill/Expenses	6-3207 GF technical expense	Accounts Payable - SM	115.77
Total for 6-3207 GF technical expense							\$115.77
6-4101 PW Wages Expense							
09/08/2026	Journal Entry	CS091026-2		Payroll accrual 09/06/26	6-4101 PW Wages Expense		1,973.09
09/14/2026	Journal Entry	CS091726-2		Payroll accrual 09/13/26	6-4101 PW Wages Expense		2,254.40
09/14/2026	Journal Entry	CS092426-2		Payroll accrual 09/20/26	6-4101 PW Wages Expense		2,306.32
09/28/2026	Journal Entry	CS100126-2		Payroll accrual 09/27/26	6-4101 PW Wages Expense		2,254.40
Total for 6-4101 PW Wages Expense							\$8,788.21

Salton Community Services District

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-4710 PW vehicle maintenance expense							
09/01/2026	Bill	5087635677	America's Tire	Unit 7 4 New tires & w/tire warranty - ODM 141114	6-4710 PW vehicle maintenance expense	Accounts Payable - SM	1,325.99
09/01/2026	Bill	5087685382	America's Tire	Unit 7 Alignment ODM 141114	6-4710 PW vehicle maintenance expense	Accounts Payable - SM	73.99
09/02/2026	Bill	05552396585	Auto Zone	Unit 7 - MOTORCRAFT OIL F SKU-000274722,CABIN FILTER SKU-000933708,ENGINE AIR FILT SKU-000025573	6-4710 PW vehicle maintenance expense	Accounts Payable - SM	49.18
Total for 6-4710 PW vehicle maintenance expense							\$1,449.16
6-4720 PW fuel and oil expense							
09/09/2026	Bill	226179	Beck Oil, Inc.	Bulk Fuel for Yard	6-4720 PW fuel and oil expense	Accounts Payable - SM	343.88
09/15/2026	Bill	226667	Beck Oil, Inc.	Fuel Card Expense-GF	6-4720 PW fuel and oil expense	Accounts Payable - SM	652.21
09/30/2026	Bill	228607	Beck Oil, Inc.	Fuel Card Expense-GF	6-4720 PW fuel and oil expense	Accounts Payable - SM	545.39
Total for 6-4720 PW fuel and oil expense							\$1,541.48
6-4830 PW tools purchases expense							
09/29/2026	Bill		Home Depot	Unit 11 - ONE+18V CORDLESS 12-TOOL COMBO KIT W 3-YEAR POWER TOOL PROTECTION PLAN \$5	6-4830 PW tools purchases expense	Accounts Payable - SM	844.00
Total for 6-4830 PW tools purchases expense							\$844.00
6-5102 SC Park water service expense							
09/01/2026	Bill		CVWD	SC Park Water Service Account# 106457-145806	6-5102 SC Park water service expense	Accounts Payable - SM	45.92
Total for 6-5102 SC Park water service expense							\$45.92

Salton Community Services District

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-5103 SC Park electric service exp							
09/04/2026	Bill		IID	Electrical Expense Account# ****7986	6-5103 SC Park electric service exp	Accounts Payable - SM	279.41
Total for 6-5103 SC Park electric service exp							\$279.41
6-5105 SC Park supplies expense							
09/29/2026	Bill		Home Depot	CLEAN-UP 32 OZ. ALL-PURPOS CLEANER 1-Ply White LYSOLCLEANER	6-5105 SC Park supplies expense	Accounts Payable - SM	95.62
Total for 6-5105 SC Park supplies expense							\$95.62
6-5107 SC Park improvement expense							
6-5110 SC Park Grant							
09/17/2026	Bill	25050-009	Hermann Design Group, Inc.	Project 25050 - Bathroom Renovation Bidding Phase Services	6-5107 SC Park improvement expense:6-5110 SC Park Grant	Accounts Payable - SM	480.66
Total for 6-5110 SC Park Grant							\$480.66
Total for 6-5107 SC Park improvement expense with sub-accounts							\$480.66
6-5302 DS Park water service expense							
09/04/2026	Bill		CVWD	DS Park Water Service Expense Account# 100569-101606	6-5302 DS Park water service expense	Accounts Payable - SM	986.14
Total for 6-5302 DS Park water service expense							\$986.14
6-5303 DS Park electric service exp							
09/04/2026	Bill		IID	Desert Shores Park Electrical Expense Account# ****6177	6-5303 DS Park electric service exp	Accounts Payable - SM	340.81
Total for 6-5303 DS Park electric service exp							\$340.81

Salton Community Services District

Transaction Report
September 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-5313 DS Park Landscape Expense							
09/02/2026	Bill	231992	KC Welding & Rentals, Inc.	Mower Rental	6-5313 DS Park Landscape Expense	Accounts Payable - SM	158.93
09/04/2026	Bill	232069	KC Welding & Rentals, Inc.	Mower Rental	6-5313 DS Park Landscape Expense	Accounts Payable - SM	158.93
09/11/2026	Bill	232317	KC Welding & Rentals, Inc.	Mower Rental	6-5313 DS Park Landscape Expense	Accounts Payable - SM	158.93
09/24/2026	Bill	0029777042-001	Heritage Landscape Supply Group	6 bags - SEEPERENRYEGRASS GT PRG COACHELLA UNC LND 50LB 50LB TURF SEED. 40BAGS/PALLET. (FORMULA = PERENNIAL RYEGRASS). 6 bags - MAG59211 PN 06-24-24 1.5FE 5S .25ZN MA 50LB 50LB (40BAG/PAL) 50 LB	6-5313 DS Park Landscape Expense	Accounts Payable - SM	735.59
09/29/2026	Bill		Home Depot	BIOADVANCED 3N1 INSCT DIS&MITE RTS LIQUINOX VITAMIN B-1 GAL MG SNF TREE & SHRUB 8LB	6-5313 DS Park Landscape Expense	Accounts Payable - SM	230.54
Total for 6-5313 DS Park Landscape Expense							\$1,442.92
6-5403 Office Electrical Expense							
09/04/2026	Bill		IID	Electrical Service Expense suite 1,2, 3, 5 Account# ****8778 Suite 2 Account# ****8757 Suite 5 Account# ****2673 Suite 3 Account# ****8777 Suite 1	6-5403 Office Electrical Expense	Accounts Payable - SM	1,295.08
Total for 6-5403 Office Electrical Expense							\$1,295.08
6-5503 Duplex/SCSD Lights Electrical Expense							
09/04/2026	Bill		IID	SC Entrance Lights Electrical Service Expense Account# ****3794	6-5503 Duplex/SCSD Lights Electrical Expense	Accounts Payable - SM	23.14
09/04/2026	Bill		IID	Duplex Electrical Expense Account# ****8496	6-5503 Duplex/SCSD Lights Electrical Expense	Accounts Payable - SM	205.09

Salton Community Services District

Transaction Report
September 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
09/04/2026	Bill		IID	DS Drive Entrance Lights Account# *****9659	6-5503 Duplex/SCSD Lights Electrical Expense	Accounts Payable - SM	23.15
Total for 6-5503 Duplex/SCSD Lights Electrical Expense							\$251.38
6-6101 SM maint. crew wages expense							
09/08/2026	Journal Entry	CS091026-2		Payroll accrual 09/06/26	6-6101 SM maint. crew wages expense		7,375.03
09/14/2026	Journal Entry	CS091726-2		Payroll accrual 09/13/26	6-6101 SM maint. crew wages expense		7,877.71
09/14/2026	Journal Entry	CS092426-2		Payroll accrual 09/20/26	6-6101 SM maint. crew wages expense		8,524.79
09/28/2026	Journal Entry	CS100126-2		Payroll accrual 09/27/26	6-6101 SM maint. crew wages expense		8,524.23
Total for 6-6101 SM maint. crew wages expense							\$32,301.76
6-6102 SM employer expense							
09/08/2026	Journal Entry	CS091026-2		Payroll accrual 09/06/26	6-6102 SM employer expense		1,230.39
09/14/2026	Journal Entry	CS091726-2		Payroll accrual 09/13/26	6-6102 SM employer expense		1,292.25
09/14/2026	Journal Entry	CS092426-2		Payroll accrual 09/20/26	6-6102 SM employer expense		1,456.95
09/28/2026	Journal Entry	CS100126-2		Payroll accrual 09/27/26	6-6102 SM employer expense		1,411.75
Total for 6-6102 SM employer expense							\$5,391.34
6-6104 SM health benefits expense							
09/01/2026	Bill		Laborers Health & Welfare Trust So. CA	August 2026 Health Insurance	6-6104 SM health benefits expense	Accounts Payable - SM	11,605.68
Total for 6-6104 SM health benefits expense							\$11,605.68

Salton Community Services District

Transaction Report
September 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-6105 Sm retiree health benefits exp							
09/01/2026	Check	2086	Robert Dunning	Retiree Health Benefit for the Month of October 2026	6-6105 Sm retiree health benefits exp	Sewer Maintenance	371.73
09/01/2026	Check	2087	Timothy A. Roberts	Retiree Health Benefit for the Month of October 2026	6-6105 Sm retiree health benefits exp	Sewer Maintenance	202.90
09/01/2026	Check	2088	Freeman, Mr. Blake	Retiree Health Benefit for the Month of October 2026	6-6105 Sm retiree health benefits exp	Sewer Maintenance	500.00
09/01/2026	Check	2089	Fair, Gloria L.	Retiree Health Benefit for the Month of October 2026	6-6105 Sm retiree health benefits exp	Sewer Maintenance	405.33
09/01/2026	Check	2090	Reagles, Rosa Mesoraca	Retiree Health Benefit for the Month of October 2026	6-6105 Sm retiree health benefits exp	Sewer Maintenance	500.00
09/01/2026	Check	2091	Thompson, Janice	Retiree Health Benefit for the Month of October 2026	6-6105 Sm retiree health benefits exp	Sewer Maintenance	209.41
09/30/2026	Check	2117	Freeman, Mr. Blake	Retiree Health Benefit for the Month of November 2026	6-6105 Sm retiree health benefits exp	Sewer Maintenance	500.00
09/30/2026	Check	2119	Reagles, Rosa Mesoraca	Retiree Health Benefit for the Month of November 2026	6-6105 Sm retiree health benefits exp	Sewer Maintenance	500.00
Total for 6-6105 Sm retiree health benefits exp							\$3,189.37
6-6109 SM clerical office wages exp							
09/08/2026	Journal Entry	CS091026-2		Payroll accrual 09/06/26	6-6109 SM clerical office wages exp		4,620.02
09/14/2026	Journal Entry	CS091726-2		Payroll accrual 09/13/26	6-6109 SM clerical office wages exp		4,644.75
09/14/2026	Journal Entry	CS092426-2		Payroll accrual 09/20/26	6-6109 SM clerical office wages exp		4,577.57
09/28/2026	Journal Entry	CS100126-2		Payroll accrual 09/27/26	6-6109 SM clerical office wages exp		4,944.66
Total for 6-6109 SM clerical office wages exp							\$18,787.00
6-6110 SM administration. (GM) wages							
09/08/2026	Journal Entry	CS091026-2		Payroll accrual 09/06/26	6-6110 SM administration. (GM) wages		2,115.39
09/14/2026	Journal Entry	CS091726-2		Payroll accrual 09/13/26	6-6110 SM administration. (GM) wages		2,115.39

Salton Community Services District

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September 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
09/14/2026	Journal Entry	CS092426-2		Payroll accrual 09/20/26	6-6110 SM administration. (GM) wages		2,115.39
09/28/2026	Journal Entry	CS100126-2		Payroll accrual 09/27/26	6-6110 SM administration. (GM) wages		2,115.39
Total for 6-6110 SM administration. (GM) wages							\$8,461.56
6-6113 SM Directors' Compensation exp							
09/14/2026	Journal Entry	CS092426-2		Payroll accrual 09/20/26	6-6113 SM Directors' Compensation exp		500.00
Total for 6-6113 SM Directors' Compensation exp							\$500.00
6-6201 SM uniforms expense							
09/16/2026	Check	2107	Pablo I. Moya	FY 26-27 Uniform Pant Allowance - Pablo Moya	6-6201 SM uniforms expense	Sewer Maintenance	150.00
Total for 6-6201 SM uniforms expense							\$150.00
6-6205 SM work boots expense							
09/17/2026	Bill	232574	KC Welding & Rentals, Inc.	Annual 26-27 Workboots - Pablo Moya	6-6205 SM work boots expense	Accounts Payable - SM	281.44
Total for 6-6205 SM work boots expense							\$281.44
6-6401 SM vehicle maintenance expense							
09/02/2026	Bill	05552396595	Auto Zone	Unit 9 - ENGINE AIR FILT SKU-000025573, CABIN FILTER SKU-000933708, OIL FILTER SKU-001061068	6-6401 SM vehicle maintenance expense	Accounts Payable - SM	49.99
09/21/2026	Bill	05552435561	Auto Zone	Unit 10 - ENGINE AIR FILT SKU-000025573	6-6401 SM vehicle maintenance expense	Accounts Payable - SM	19.59

Salton Community Services District

Transaction Report September 2026

Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
09/30/2026	Bill	5090578214	America's Tire	Unit 2 - 4 New tires & Alignment & Tire Sensors & Tire Replacement Warranty ALI 591134 TQ12 T10 315/433 SNSIT 6Y/72K TPMS SENS SNAP IN 591134DT P 265 /70 R17 116T XL OWL MCH DEFENDER LTX M/S2 CERTIFICATES FOR REFUND, REPLACEMENT	6-6401 SM vehicle maintenance expense	Accounts Payable - SM	1,698.73
Total for 6-6401 SM vehicle maintenance expense							\$1,768.31
6-6402 SM equipment maintenance exp							
09/24/2026	Bill	053831	Municipal Maintenance Equipment	Unit 55 - Labor 34 hrs. Correction: Removed the water tree assembly to replace the 3-way ball valve and removed the high-pressure hose and the 90-degree rotary union at the hose reel to support inspection and service access. Sourced the correct replacement ball valve by providing reference photos to a hose supplier, then removed the old valve from the tree assembly, transferred and reused the existing fittings, tightened and clocked the fittings to their original orientation, and reinstalled the tree assembly in its original position. Verified the vacuum system operated properly and confirmed good water pressure at the jetter hose at low pressure test conditions only due to jetter hose safety limitations. Repaired the hose reel so now it articulates in and out correctly. Built and installed a replacement hose back onto the truck. Correction: Technician obtained 10 gallons of fuel using containers from a gas station, returned to the shop, and added the full 10 gallons into the unit to restore an adequate fuel level for continued in-shop operation and completion of the run-out. Correction: Drained and replaced the water pump oil, then drained and	6-6402 SM equipment maintenance exp	Accounts Payable - SM	20,102.45

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
				replaced the blower oil. Verified both components were refilled after service. Correction: Installed new jetter hose Correction: Remove and replace dome seal Correction: Continued installation of the rear door seal by first cleaning and preparing the seal mounting area. Removed a large amount of scaled metal, buildup, and old adhesive from inside the seal track, using a grinder and multiple grinding wheels to restore a clean surface for fitment. Installed the new rear door seal, then addressed repeated seal fallout by tightening the worn mounting track. Unit 79 - DIAGNOSTICS CONDITION: Unit needs AC system diagnosed and estimate for repair. DIAGNOSTICS: Customer requested estimate for repair and estimate for service. REPAIR: AC system on unit is leaking. Recommend replacing all o-rings on lines. Recommend replacing expansion valve. Recommend replacing receiver drier. Customer requested estimate for repair and estimate for service. SEGMENT# 2 C DTB01 RDO-090-060 08/31/26 09/02/26 THERMOSTATIC EXPANSION VALVE, REPLACE AT469774 CONDITION: Recommend to replace expansion valve, receiver drier and all associated o-rings. Recommend to perform vacuum on system and perform leak check. DIAGNOSTICS: Recommended to replace expansion valve and o-rings on ac lines. REPAIR: Connected AC manifold. Verified ac system is empty. Removed expansion valve. Removed old o-rings. Installed new expansion valve with new			
09/24/2026	Bill	W3789545	RDO Equipment Co.		6-6402 SM equipment maintenance exp	Accounts Payable - SM	1,700.95

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
				o-rings. Removed old receiver drier. Replaced o-rings. Installed new drier. Installed new receiver drier. Removed ac compressor lines. Replaced o-rings. SEGMENT# 3 C DTB01 NA 08/31/26 09/02/26 LEAK TEST AND FLUSH CONDITION: Unit needs AC system vacuumed and leak tested. DIAGNOSTICS: AC system has been resealed. AC system needs to be vacuumed and leak tested. REPAIR: Performed vacuum on system. Performed leak check. No leaks at this time. Filled with 4.75 lbs of Freon. Tested unit for proper operation. AC system is working properly. Unit 80 - SEGMENT# 1 C DTB01 DIAG 08/31/26 09/02/26 08/31/26 DIAGNOSTICS CONDITION: customer states 2012 770G grader electrical draw. Installed new batteries but draws them out in a couple hours. DIAGNOSTICS: Unit needs alternator replaced. Unit needs batteries charged. Unit will need further diagnostics. REPAIR: Inspected unit for proper operation. Batteries on unit are completely dead. Connected battery charger on unit for about 45 minutes. Batteries will not take charge. While jumper is installed, connected to unit via Service Advisor. Found unit has code for alternator output fault. Recommend replacing alternator on unit. Recommend to charge or replace batteries. Unit will need further diag once fresh batteries are installed to diagnose for voltage draw. Customer would like repair quote for repairs and service. After replacing			
09/24/2026	Bill	W3789645	RDO Equipment Co.		6-6402 SM equipment maintenance exp	Accounts Payable - SM	2,787.54

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
				alternator and testing charging system for proper operation. Disconnected batteries to test for voltage draw. Unit is drawing .006 volts at rest. Voltage draw is not enough to drain batteries. Reconnected batteries and tested unit. Unit is working properly at this time. SEGMENT# 2 C DTB01 ZONE95 08/31/26 09/02/26 08/31/26 Round trip travel to and from location. CONDITION: ROUND TRIP IF NECESSARY REPAIR: Unit is in Salton Sea off of Cleveland st. SEGMENT# 3 C DTB01 RDO-040-059 08/31/26 09/02/26 08/31/26 ALTERNATOR, REPLACE RE558679 CONDITION: Unit needs alternator replaced. DIAGNOSTICS: Alternator on unit has failed. REPAIR: Removed belt from unit. Removed alternator connections. Removed alternator from unit. Installed new alternator. Reinstalled connections. Connected batteries and tested for proper charging. Unit is working properly at this time.			
Total for 6-6402 SM equipment maintenance exp							\$24,590.94
6-6405 SM fuel & oil expense							
09/09/2026	Bill	226179	Beck Oil, Inc.	Bulk Fuel for Yard	6-6405 SM fuel & oil expense	Accounts Payable - SM	6,533.65
09/15/2026	Bill	226667	Beck Oil, Inc.	Fuel Card Expense-SM	6-6405 SM fuel & oil expense	Accounts Payable - SM	1,156.13
09/30/2026	Bill	228607	Beck Oil, Inc.	Fuel Card Expense-SM	6-6405 SM fuel & oil expense	Accounts Payable - SM	1,265.64
Total for 6-6405 SM fuel & oil expense							\$8,955.42

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-6501 SM water service expense							
09/01/2026	Bill		CVWD	District Water Service-Office Account# 597961-732634	6-6501 SM water service expense	Accounts Payable - SM	32.45
09/01/2026	Bill		CVWD	District Water Service-Office Irrigation Account# 597959-732636	6-6501 SM water service expense	Accounts Payable - SM	32.14
09/03/2026	Bill		CVWD	District Shop Water Service Expense Account# 106235-143472	6-6501 SM water service expense	Accounts Payable - SM	21.58
09/09/2026	Bill		CVWD	Sewer Jet Water Service Expense Account# 273741-732668	6-6501 SM water service expense	Accounts Payable - SM	71.56
Total for 6-6501 SM water service expense							\$157.73
6-6502 SM electric service expense							
09/04/2026	Bill		IID	Station# 17-18 Monthly Electricity Expense Account# ****7941	6-6502 SM electric service expense	Accounts Payable - SM	60.03
09/04/2026	Bill		IID	Station# 5 Monthly Electricity Expense Account# ****7993	6-6502 SM electric service expense	Accounts Payable - SM	94.62
09/04/2026	Bill		IID	Station# 13 Monthly Electricity Expense Account# ****7969	6-6502 SM electric service expense	Accounts Payable - SM	32.50
09/04/2026	Bill		IID	Station# 24-240 Volt STBY Monthly Electricity Expense Account# ****7916	6-6502 SM electric service expense	Accounts Payable - SM	25.14
09/04/2026	Bill		IID	Station# 19-20 Monthly Electricity Expense Account# ****7933	6-6502 SM electric service expense	Accounts Payable - SM	74.91
09/04/2026	Bill		IID	District Shop Monthly Electricity Expense Account# ****7893	6-6502 SM electric service expense	Accounts Payable - SM	398.19
09/04/2026	Bill		IID	Station# 16 Monthly Electricity Expense Account# ****5317	6-6502 SM electric service expense	Accounts Payable - SM	369.72
09/04/2026	Bill		IID	Station# 23 Monthly Electricity Expense Account# ****7907	6-6502 SM electric service expense	Accounts Payable - SM	132.78
09/04/2026	Bill		IID	Station# 2 Monthly Electricity Expense Account# ****8036	6-6502 SM electric service expense	Accounts Payable - SM	196.02
09/04/2026	Bill		IID	Station# 1 Monthly Electricity Expense Account# ****8017	6-6502 SM electric service expense	Accounts Payable - SM	24.90

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
09/04/2026	Bill		IID	Station# 10 Monthly Electricity Expense Account# ****7977	6-6502 SM electric service expense	Accounts Payable - SM	186.01
09/04/2026	Bill		IID	Station# 12 Monthly Electricity Expense Account# ****3692	6-6502 SM electric service expense	Accounts Payable - SM	23.14
09/04/2026	Bill		IID	DS Ponds Monthly Electricity Expense Account# ****3804	6-6502 SM electric service expense	Accounts Payable - SM	408.47
09/04/2026	Bill		IID	Station# 22-B Monthly Electricity Expense Account# ****1441	6-6502 SM electric service expense	Accounts Payable - SM	303.08
09/04/2026	Bill		IID	Station# 8 Monthly Electricity Expense Account# ****3786	6-6502 SM electric service expense	Accounts Payable - SM	52.68
09/04/2026	Bill		IID	TRC Ponds Monthly Electricity Expense Account# ****1443	6-6502 SM electric service expense	Accounts Payable - SM	313.28
09/04/2026	Bill		IID	Lansing Ponds Monthly Electricity Expense Account# ****1216	6-6502 SM electric service expense	Accounts Payable - SM	645.84
09/04/2026	Bill		IID	Station# 24-480 Volt Monthly Electricity Expense Account# ****1442	6-6502 SM electric service expense	Accounts Payable - SM	700.74
09/04/2026	Bill		IID	Station# 6 Monthly Electricity Expense Account# ****9623	6-6502 SM electric service expense	Accounts Payable - SM	148.00
09/04/2026	Bill		IID	Station# 15 Monthly Electricity Expense Account# ****7959	6-6502 SM electric service expense	Accounts Payable - SM	154.64
09/04/2026	Bill		IID	Shop Back Building Monthly Electricity Expense Account# ****7762	6-6502 SM electric service expense	Accounts Payable - SM	165.37
09/04/2026	Bill		IID	Station# 7 Monthly Electricity Expense Account# ****4645	6-6502 SM electric service expense	Accounts Payable - SM	31.03
09/04/2026	Bill		IID	Station# 21 Monthly Electricity Expense Account# ****7292	6-6502 SM electric service expense	Accounts Payable - SM	28.03
Total for 6-6502 SM electric service expense							\$4,569.12
6-6503 SM telephone expense							
09/28/2026	Bill	501789	Cytracom	District Office Monthly Phone Service Bill	6-6503 SM telephone expense	Accounts Payable - SM	246.09
Total for 6-6503 SM telephone expense							\$246.09

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-6504 SM cell phone expense							
09/22/2026	Bill		Ooma.com	Station 24 Alert Monitoring phone line service	6-6504 SM cell phone expense	Accounts Payable - SM	29.99
09/24/2026	Bill		Ooma.com	Station 22 Alert Monitoring phone line service	6-6504 SM cell phone expense	Accounts Payable - SM	29.99
09/25/2026	Bill		Ooma.com	Station 22 Alert Monitoring phone line service	6-6504 SM cell phone expense	Accounts Payable - SM	29.99
09/25/2026	Bill	6154325524	Verizon Wireless	Company Cell phone, Tablet Service Account# 542131140-00001	6-6504 SM cell phone expense	Accounts Payable - SM	1,078.25
09/29/2026	Bill		Ooma.com	Station 2 Alert Monitoring phone line service	6-6504 SM cell phone expense	Accounts Payable - SM	29.99
Total for 6-6504 SM cell phone expense							\$1,198.21
6-6505 SM underground alerts expense							
09/01/2026	Bill	820260653	Underground Service Alert/SC	46 Dig Alerts @0.01442% Center Tickets 318,988	6-6505 SM underground alerts expense	Accounts Payable - SM	100.20
09/01/2026	Bill	820260653	Underground Service Alert/SC	Monthly Database Maintenance fee	6-6505 SM underground alerts expense	Accounts Payable - SM	10.00
09/01/2026	Bill	26-270740	Underground Service Alert/SC	California State Fee for Regulatory Costs** California Underground Facilities Safe Excavation Board Operational Expenses - \$7,000,000 Statewide Billable (New) Tickets 2025 - 7,938,029	6-6505 SM underground alerts expense	Accounts Payable - SM	44.97
Total for 6-6505 SM underground alerts expense							\$155.17
6-6506 SM internet service expense							
09/02/2026	Bill		Frontier Communications	District Office Internet	6-6506 SM internet service expense	Accounts Payable - SM	250.00
Total for 6-6506 SM internet service expense							\$250.00

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-6508 SM Alarm/Security Expense							
09/01/2026	Bill	609887	Desert Alarm Inc.	Alarm Security -District Office	6-6508 SM Alarm/Security Expense	Accounts Payable - SM	44.95
Total for 6-6508 SM Alarm/Security Expense							\$44.95
6-6601 SM employee licenses expense							
09/23/2026	Bill	OAWIND5916	State Water Resources Control Board	Richard Windsor Grade I Wastewater Operator Certification Application	6-6601 SM employee licenses expense	Accounts Payable - SM	223.85
09/24/2026	Bill		State Water Resources Control Board	Pablo Moya OIT Course Material	6-6601 SM employee licenses expense	Accounts Payable - SM	228.25
Total for 6-6601 SM employee licenses expense							\$452.10
6-6605 SM membership/assoc. expense							
09/11/2026	Bill	50311864	Quill.com	Rewards Membership	6-6605 SM membership/assoc. expense	Accounts Payable - SM	75.41
Total for 6-6605 SM membership/assoc. expense							\$75.41
6-6712 SM pump station maint expense							
09/21/2026	Bill	2028372	Mission Communications, LLC	SP150-12R Name: Station 10 SerialNumber: 689MIS9958 Service Period: 10/4/2026 for 12 Months	6-6712 SM pump station maint expense	Accounts Payable - SM	355.00
Total for 6-6712 SM pump station maint expense							\$355.00
6-6713 SM sewer pond maint expense							
09/01/2026	Bill	1688	BIOALCHEMY INC.	Bioaugmentation	6-6713 SM sewer pond maint expense	Accounts Payable - SM	2,138.84
Total for 6-6713 SM sewer pond maint expense							\$2,138.84

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-6750 SM lab testing expense							
09/16/2026	Bill	LI60028-9867	Babcock Laboratories, Inc. Accounts Receivable	TRC Monthly Water Well Samples -Bacti	6-6750 SM lab testing expense	Accounts Payable - SM	580.00
09/24/2026	Bill	LI60044-9867	Babcock Laboratories, Inc. Accounts Receivable	Desert Shores Quarterly Ground Water Sample	6-6750 SM lab testing expense	Accounts Payable - SM	580.00
09/24/2026	Bill	CI61298-9867	Babcock Laboratories, Inc. Accounts Receivable	TRC, Lansing and Desert Shores Quarterly	6-6750 SM lab testing expense	Accounts Payable - SM	387.00
09/24/2026	Bill	CI61325-9867	Babcock Laboratories, Inc. Accounts Receivable	TRC Monthly Ground Water	6-6750 SM lab testing expense	Accounts Payable - SM	2,505.00
09/27/2026	Bill	CI61399-9867	Babcock Laboratories, Inc. Accounts Receivable	TRC Monthly Pond Samples	6-6750 SM lab testing expense	Accounts Payable - SM	188.00
09/27/2026	Bill	CI61400-9867	Babcock Laboratories, Inc. Accounts Receivable	Desert Shores Monthly Pond Samples	6-6750 SM lab testing expense	Accounts Payable - SM	350.00
09/27/2026	Bill	CI61401-9867	Babcock Laboratories, Inc. Accounts Receivable	Lansing Monthly Pond Samples	6-6750 SM lab testing expense	Accounts Payable - SM	350.00
09/30/2026	Bill	CI61667-9867	Babcock Laboratories, Inc. Accounts Receivable	Desert Shores Quarterly Ground Water Sample	6-6750 SM lab testing expense	Accounts Payable - SM	875.00
Total for 6-6750 SM lab testing expense							\$5,815.00
6-6752 SM Engineering Service Expense							
09/24/2026	Bill	2026-1197	TKE Engineering, Inc	TKE 157-06 WDR Regulatory Support	6-6752 SM Engineering Service Expense	Accounts Payable - SM	28,281.56
Total for 6-6752 SM Engineering Service Expense							\$28,281.56

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-6759 SM Prof. Consult Expense							
09/30/2026	Bill	26-1523	Koppel & Grubber Public Finance	Annual Administration Services April through July-September 2026 Sewer Standby and Sewer Charge	6-6759 SM Prof. Consult Expense	Accounts Payable - SM	1,037.45
09/30/2026	Bill	26-1524	Koppel & Grubber Public Finance	Annual Administration Services April through July-September 2026 Maintenance Standby Charge	6-6759 SM Prof. Consult Expense	Accounts Payable - SM	814.95
Total for 6-6759 SM Prof. Consult Expense							\$1,852.40
6-6763 SM - Accounting Services							
09/30/2026	Bill	116303	The Pun Group	Accounting and advisory service FY2025 Final Billing	6-6763 SM - Accounting Services	Accounts Payable - SM	5,250.00
Total for 6-6763 SM - Accounting Services							\$5,250.00
6-6802 SM Bldg & Grounds Maintenance							
09/07/2026	Bill	5744	Reynaga Pest Management	District Office Pest Control - Bi monthly pest control and rodent bait stations. 12 month agreement for service at main office building for SCSD	6-6802 SM Bldg & Grounds Maintenance	Accounts Payable - SM	1,170.00
09/07/2026	Bill	5745	Reynaga Pest Management	District Shop Pest Control - Bi monthly pest control and rodent bait stations. 12 month agreement for service at main office building for SCSD	6-6802 SM Bldg & Grounds Maintenance	Accounts Payable - SM	1,390.00
09/14/2026	Vendor Credit	9949350	Home Depot	District Office - 20 FT. 18 / 4 GRAY CMR SHIELDED STRA	6-6802 SM Bldg & Grounds Maintenance	Accounts Payable - SM	-20.01
09/29/2026	Bill		Home Depot	District Office - Security Device for Office Swinging Door CE COAXIAL FEED THRU BUSHING WHITE, CARLON HANDY BOX NM 1 GANG 12CU A265 1/2" NM SR CONN EA ASST STANDARD WIRE CNNCTR 50PK CARLON OLD WORK 1G 14CU 1G WHT PHONE/CABLE WALLPLT	6-6802 SM Bldg & Grounds Maintenance	Accounts Payable - SM	54.24
09/29/2026	Bill		Home Depot	District Office - 20 FT. 18 / 4 GRAY CMR SHIELDED STRA	6-6802 SM Bldg & Grounds Maintenance	Accounts Payable - SM	20.01
Total for 6-6802 SM Bldg & Grounds Maintenance							\$2,614.24

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-6807 SM Office Supplies Expense							
09/09/2026	Bill	50277767	Quill.com	District Office Supplies	6-6807 SM Office Supplies Expense	Accounts Payable - SM	88.01
09/09/2026	Bill	50289900	Quill.com	District Office Supplies	6-6807 SM Office Supplies Expense	Accounts Payable - SM	486.64
09/23/2026	Bill	50291064	Quill.com	District Office Supplies	6-6807 SM Office Supplies Expense	Accounts Payable - SM	
Total for 6-6807 SM Office Supplies Expense							\$574.65
6-6811 SM Loan Interest Expense							
09/01/2026	Check	2102	Salton Sea Enterprises, LLC.	Loan Interest Payable 2026	6-6811 SM Loan Interest Expense	Sewer Maintenance	2,817.89
Total for 6-6811 SM Loan Interest Expense							\$2,817.89
6-6831 SM Legal Expense							
09/30/2026	Bill	103489	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 09/30/26	6-6831 SM Legal Expense	Accounts Payable - SM	2,512.24
Total for 6-6831 SM Legal Expense							\$2,512.24
6-6832 SM Auditing Expense							
09/30/2026	Bill	0926-22	O'Connor & Company	A25-Salton CSD-3112 For professional services rendered on the above referenced project for the period ending: September 30, 2026 Billing through completion of the audit.	6-6832 SM Auditing Expense	Accounts Payable - SM	6,746.25
Total for 6-6832 SM Auditing Expense							\$6,746.25
6-6833 SM technical expense							
09/01/2026	Bill	3033-09012026-55	Interconnect Networks	Tech Support Monthly Bill/Expenses	6-6833 SM technical expense	Accounts Payable - SM	2,199.64
09/30/2026	Bill	INV16300	Interconnect Networks	Replacement Fire wall for district office	6-6833 SM technical expense	Accounts Payable - SM	538.74
Total for 6-6833 SM technical expense							\$2,738.38

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-6852 SM Training Expense							
09/18/2026	Bill	161	Woods Security Trainging	Pepper Spray Training	6-6852 SM Training Expense	Accounts Payable - SM	675.00
Total for 6-6852 SM Training Expense							\$675.00
6-6854 SM/GF Copier Lease/Maint. Expense							
09/16/2026	Bill	42743071	Xerox Financial Services	Copier Machine Lease	6-6854 SM/GF Copier Lease/Maint. Expense	Accounts Payable - SM	350.31
09/29/2026	Bill	Q2561462	Quadient Leasing USA	Copier Lease	6-6854 SM/GF Copier Lease/Maint. Expense	Accounts Payable - SM	122.98
Total for 6-6854 SM/GF Copier Lease/Maint. Expense							\$473.29
6-6856 SM/GF Subscriptions Expense							
09/01/2026	Bill	386735	CivicPlus LLC	Website Hosting Bill	6-6856 SM/GF Subscriptions Expense	Accounts Payable - SM	367.50
09/21/2026	Bill		Intuit	QuickBooks Monthly Expense	6-6856 SM/GF Subscriptions Expense	Accounts Payable - SM	340.00
Total for 6-6856 SM/GF Subscriptions Expense							\$707.50
6-6892 SM Office Tech. Purchases Exp.							
09/09/2026	Bill		Walmart	Computer Monitor for Board Secretary & GM	6-6892 SM Office Tech. Purchases Exp.	Accounts Payable - SM	488.85
09/29/2026	Bill	INV16227	Interconnect Networks	District Office - Cooling Fan Heatsink Assembly W77JN JV47V Replacement for Dell Optiplex 3080 - Conference Room PC	6-6892 SM Office Tech. Purchases Exp.	Accounts Payable - SM	43.09
Total for 6-6892 SM Office Tech. Purchases Exp.							\$531.94

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Transaction date	Transaction type	Num	Name	Description	Account Name	Item split account	Amount
6-6894 SM Payroll Processing Fee Exp.							
09/04/2026	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	Sewer Maintenance	103.96
09/11/2026	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	Sewer Maintenance	97.43
09/18/2026	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	Sewer Maintenance	90.89
09/25/2026	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	Sewer Maintenance	94.16
Total for 6-6894 SM Payroll Processing Fee Exp.							\$386.44
6-6921 SM Office Equip. Purchases Exp.							
09/09/2026	Bill	50277767	Quill.com	Replacement Canon tr4720 inkjet printer for FO, Logitech m310 wrlss mouse slvr, K780 multi-Device keyboard for GM	6-6921 SM Office Equip. Purchases Exp.	Accounts Payable - SM	
09/09/2026	Bill	50289900	Quill.com	Replacement Canon tr4720 inkjet printer for FO, Logitech m310 wrlss mouse slvr, K780 multi-Device keyboard for GM	6-6921 SM Office Equip. Purchases Exp.	Accounts Payable - SM	115.97
09/23/2026	Bill	50291064	Quill.com	Replacement Canon tr4720 inkjet printer for FO, Logitech m310 wrlss mouse slvr, K780 multi-Device keyboard for GM	6-6921 SM Office Equip. Purchases Exp.	Accounts Payable - SM	76.66
Total for 6-6921 SM Office Equip. Purchases Exp.							\$192.63
6-7601 GF Duplex Water Service Expense							
09/04/2026	Bill		CVWD	DS Building Water Service-Duplex Account# 710799-100642	6-7601 GF Duplex Water Service Expense	Accounts Payable - SM	18.86
Total for 6-7601 GF Duplex Water Service Expense							\$18.86
TOTAL							\$223,226.77

Salton Community Services District

Profit and Loss by Class

September 2026

	General Fund	Sewer Construction	Sewer Maintenance	Total
Income				
4-1125 Architectural Plan Fees - GF	50.00			50.00
4-1304 Cell Tower Rent - GF	3,691.30			3,691.30
4-1307 Burrtec Waste Contract - GF	1,986.05			1,986.05
4-1612 FD Utility (rental) Income - GF	1,312.50			1,312.50
4-1906 ND unspecified dept donations	-360.11			-360.11
4-2101 Sewer User Charges - SM			6,317.53	6,317.53
4-2102 SM Sewer Connections			7,400.00	7,400.00
4-2107 Admin Fees from GF - SM			0.00	0.00
4-2203 Checking Interest Income - SM			1.29	1.29
4-2401 Ste.2 Rental Income - SM (ICFL)			520.00	520.00
4-2404 ICFL Utility Reimbursement SM			98.08	98.08
4-3203 Checking Interest Income - SC		0.04		0.04
Services	1.20			1.20
Total for Income	6,680.94	0.04	14,336.90	\$21,017.88
Gross Profit	6,680.94	0.04	14,336.90	\$21,017.88
Expenses				
6-1302 GF Internet service expense			250.00	250.00
6-1400 Bank Charge Expense - GF	84.27			84.27
6-1501 GF Auditing Expense	6,746.25			6,746.25
6-1502 Accounting Services - GF	5,250.00			5,250.00
6-1602 Building Maint. Expense - GF	840.00			840.00
6-1702 Training Expense - GF	150.00			150.00
6-1802 Admin Fees Due to SM - GF	-5,222.06		5,222.06	0.00
6-1849 AD other miscellaneous expense	41.80			41.80
6-2003 Street Light Expense - ND	1,565.15			1,565.15
6-2201 Property Tax Expense - ND			16.79	16.79
6-2301 District Legal Expense - ND	2,512.24			2,512.24
6-3207 GF technical expense	115.77			115.77
6-4101 PW Wages Expense			8,788.21	8,788.21
6-4710 PW vehicle maintenance expense	1,399.98		49.18	1,449.16
6-4720 PW fuel and oil expense	1,541.48			1,541.48
6-4830 PW tools purchases expense	844.00			844.00
6-5102 SC Park water service expense	45.92			45.92
6-5103 SC Park electric service exp	279.41			279.41
6-5105 SC Park supplies expense	95.62			95.62
6-5107 SC Park improvement expense				
6-5110 SC Park Grant	480.66			480.66
Total for 6-5107 SC Park improvement expense	480.66			\$480.66
6-5302 DS Park water service expense	986.14			986.14
6-5303 DS Park electric service exp	340.81			340.81

Salton Community Services District

Profit and Loss by Class

September 2026

	General Fund	Sewer Construction	Sewer Maintenance	Total
6-5313 DS Park Landscape Expense	1,442.92			1,442.92
6-5403 Office Electrical Expense			1,295.08	1,295.08
6-5503 Duplex/SCSD Lights Electrical Expense	251.38			251.38
6-6101 SM maint. crew wages expense			32,301.76	32,301.76
6-6102 SM employer expense			5,391.34	5,391.34
6-6104 SM health benefits expense			11,605.68	11,605.68
6-6105 Sm retiree health benefits exp			3,189.37	3,189.37
6-6109 SM clerical office wages exp			18,787.00	18,787.00
6-6110 SM administration. (GM) wages			8,461.56	8,461.56
6-6113 SM Directors' Compensation exp			500.00	500.00
6-6201 SM uniforms expense			150.00	150.00
6-6205 SM work boots expense			281.44	281.44
6-6401 SM vehicle maintenance expense			1,768.31	1,768.31
6-6402 SM equipment maintenance exp			24,590.94	24,590.94
6-6405 SM fuel & oil expense			8,955.42	8,955.42
6-6501 SM water service expense			157.73	157.73
6-6502 SM electric service expense			4,569.12	4,569.12
6-6503 SM telephone expense			246.09	246.09
6-6504 SM cell phone expense			1,198.21	1,198.21
6-6505 SM underground alerts expense			155.17	155.17
6-6506 SM internet service expense	250.00			250.00
6-6508 SM Alarm/Security Expense			44.95	44.95
6-6601 SM employee licenses expense			452.10	452.10
6-6605 SM membership/assoc. expense			75.41	75.41
6-6712 SM pump station maint expense			355.00	355.00
6-6713 SM sewer pond maint expense			2,138.84	2,138.84
6-6750 SM lab testing expense			5,815.00	5,815.00
6-6752 SM Engineering Service Expense			28,281.56	28,281.56
6-6759 SM Prof. Consult Expense			1,852.40	1,852.40
6-6763 SM - Accounting Services			5,250.00	5,250.00
6-6802 SM Bldg & Grounds Maintenance			2,614.24	2,614.24
6-6807 SM Office Supplies Expense			574.65	574.65
6-6811 SM Loan Interest Expense			2,817.89	2,817.89
6-6831 SM Legal Expense			2,512.24	2,512.24
6-6832 SM Auditing Expense			6,746.25	6,746.25
6-6833 SM technical expense			2,738.38	2,738.38
6-6852 SM Training Expense			675.00	675.00
6-6854 SM/GF Copier Lease/Maint. Expense			473.29	473.29
6-6856 SM/GF Subscriptions Expense	367.50		340.00	707.50
6-6892 SM Office Tech. Purchases Exp.			531.94	531.94
6-6894 SM Payroll Processing Fee Exp.			386.44	386.44
6-6921 SM Office Equip. Purchases Exp.			192.63	192.63

Salton Community Services District

Profit and Loss by Class

September 2026

	General Fund	Sewer Construction	Sewer Maintenance	Total
6-7601 GF Duplex Water Service Expense	18.86			18.86
Total for Expenses	20,428.10		202,798.67	\$223,226.77
Net Operating Income	-13,747.16	0.04	-188,461.77	-\$202,208.89
Net Income	-13,747.16	0.04	-188,461.77	-\$202,208.89



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scsd@saltoncsd.ca.gov

Reporting for park supervisor For the month of September 2026

Salton City Park

- We continue to monitor homelessness and vandalism with the assistance of the park host
- Wash the floors with Simple Green, restock the rest rooms with toilet paper
- Installed a new tetherball set
- Started cleaning the storage building at the park
- Watered the big trees
- I was asked about extending the shade structure and invited them to the meeting

Desert Shores Park

- Washed the patio and sidewalk
- Did scalping for reseeding the soccer field
- Continue to try to save the trees
- Remove the timer for the big lights and shopping for a newer model

Building

- Cleaned and mopped room for meeting
- Watered trees
- We continue to spray for roaches, spiders and rat traps
- Cleaned and lubricated the locking mechanism, and grind the iron gate for a better close



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Field Foreman Omar Ruiz September 2026 SCSD

SCSD has continued with its normally scheduled services to stations and facilities

- Daily station hour readings.
- Collecting samples for Lab testing.
- Monitoring of stations conditions.
- Collect data on pond reading.
- Test station alarm systems.
- Change feeding pond accordingly.
- Upkeep of all three pond facilities

September 11th

While running stations, it was noted that the Desert Shore trailer park had sewer coming out of their cleanout. The team inspected the line and snaked the cleanout to clear the blockage. The team found a lot of wipes and grease buildup.



September 18th

The team completed pond facility services at Desert Shores by removing overgrown weeds in the ponds and clearing brush around the perimeter fence line. The team also repaired a pond wall that had washed out from a wash runout. We will be heading to the TRC facility to begin service there.



September 23rd

While running stations, the team encountered station 19 with a high-level light on; after inspection, it was found that one of the motors had gone bad internally and was not working. The team replaced the bad motor with a standby one, and the station was back to normal operations. We will be sending out the bad motor for rebuilding to continue having a spare.





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Serving the West Shores of the Fabulous Salton Sea

General Manager Report
September 2026
Emmanuel Ramos

- Since we have implemented the Bio organisms at the Wastewater Treatment Facilities at TRC, Lansing, and Desert Shores, we have seen improvements in our BOD, TSS, and TDS and have been within compliance with the Water Board.
- Kristen from Hermann Design came to the office to conduct the bid opening for the Salton City Park Restroom Restoration Project. Out of the submissions, the recommendation for the Board was LZ Construction. In the meeting, the Board voted for the recommendation. The Contract will be presented to the Board at this meeting.
- There was a workshop conducted by Hermann Design regarding the Salton City Park and the Desert Shores Park. These workshops were created to hear the voice of the community regarding the parks. Hermann Design has also made the surveys available online for those who could not attend the workshops. There will be a total of 3 workshops the second one happened in October.
- The Sewer Crew and Office Staff received pepper spray training from a company known as Woods Security.



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Wednesday, October 21, 2026

Finance Report

For the Month of September:

Revenue: \$ 21,017.88

GF: \$ 6,680.94

SM: \$ 14,336.90

Expense: \$ 223,226.77

GF: \$ 20,428.10

SM: \$ 202,798.67

- 2% decrease in expenses over August
- Continued work with the Punn Group and O'Connor & Company on Audits
 - Received FY 2025 Audited Financials
 - Net position increased 29.91% from prior year's net position
 - Total expense for District's operations decreased by 9.08% from prior yearCurrently working on FY 2026 audit
- Continued work on Prop 218 Sewer Database
- I have met LAFCO's Probation agreement requirements Page 3 Section VI 2 - Monthly accounting statements showing the revenues and expenditures and any of the financial information requested by the Executive Officer including audited financials on an annual basis as required by law. Every month I have submitted the monthly expense reports, and I have submitted audited financials for 2021,2022,2023,2024, and 2025.
- Working on upcoming 2027 employee handbook; reviewing & amending district's policies to be compliant with current and ever-changing laws and requirements for upcoming Board 2027 approval
- Continuing entering standby refund checks to be printed and mailed out



Salton Community Services District

MEETING DATE: 10/21/2026 Item Number: 14. A

STAFF REPORT

TO: Board of Directors

FROM: Staff

SUBJECT: Contract Award: Salton City Park Restroom Improvements (Project No. SCP-1)

Recommendation

1. Approve the Construction Services Agreement with **LZ Construction, Inc.** for **\$134,778.84.**

Project & Contract Summary

- **Contractor:** LZ Construction, Inc. (Brawley, CA).
- **Scope:** Full construction services to complete restroom facility improvements at Salton City Park per approved architectural plans.
- **Contract Amount:** Not to exceed \$134,778.84.
- **Timeline:** Work must begin within 10 days of the Notice to Proceed and reach full completion within 90 working days.
- **Payment Terms:** Monthly progress payments with a standard 5% retention withheld until final project acceptance.
- **Warranty:** Complete 1-year warranty on all workmanship and materials upon District acceptance.

Protections & Compliance

- **Bonds:** 100% Performance Bond (\$134,778.84) and 100% Payment Bond (\$134,778.84) required before work begins.
- **Insurance:** \$1M/\$2M Commercial General Liability, \$1M Auto Liability, and statutory Workers' Compensation naming the District as an additional insured.
- **Labor Standards:** Fully compliant with California prevailing wage laws, DIR registration, and certified payroll requirements.

Fiscal Impact

- **Total Cost:** \$134,778.84.
- **Funding Source:** Capital Improvement / Park Improvement Budget.

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”), made and entered into effective the 21st day of October, 2026, by and between the SALTON COMMUNITY SERVICES DISTRICT, a California Special District of the State of California, (“District”) and LZ Construction, Inc., a California corporation licensed to do business within the state of California (“Contractor”) (individually, “Party;” collectively, “Parties”) shall be as follows:

RECITALS

WHEREAS, District desires to retain a qualified individual, firm or business entity to provide professional construction services for District Project Number SCP-1, Salton City Park – Restroom Improvements (“Project”); and WHEREAS, District wishes to engage Contractor for performance of such services as are provided for herein and Contractor is willing to accept such engagement.

NOW, THEREFORE , District and Contractor have and hereby agree to the following:

1. DEFINITIONS

- 1.1. “Invitation for Bid” shall mean the document entitled, “Salton City Park Restroom Improvements” dated August 11, 2026, which includes all special notices, addendums, exhibits and Plans and Specifications as defined in Paragraph 1.3 which is incorporated herein as though fully set forth herein. The General Conditions from the Invitation for Bid is attached hereto as Exhibit “A” and incorporated herein as though fully set forth.
- 1.2. “Proposal” shall mean Contractor’s document entitled “Response to Salton Community Services District, Salton City Park - Restroom Improvements,” dated August 18, 2026, and submitted to the District on September 10, 2026. The Proposal is attached hereto as Exhibit “B” and incorporated herein as though fully set forth.
- 1.3. “Plans and Specifications” shall mean the Architectural Plan Set for District Project Number SCP-1 attached as Exhibit “C” to the Invitation for Bid and which are incorporated as though fully set forth herein. While District is responsible for the completeness and accuracy of the Plans and Specifications for the Project, Contractor is required to review the Plans and Specifications and promptly report any errors or omissions to District.

2. CONTRACT COORDINATION

- 2.1. The General Manager or his/her designee shall be the representative of District for all purposes under this Agreement. The General Manager or his/her designee is hereby designated as the Contract Manager for District. He/she shall supervise the progress and execution of this Agreement.
- 2.2. Contractor shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. The Contract Manager is Julio Lainez. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of District’s Contract Manager.

3. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- 3.1. Contractor shall furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination and contract administration necessary to construct and complete the Project in a good, expeditious, workman-like and substantial manner under the terms of and in full and complete compliance with this Agreement (“Work”).
- 3.2. Contractor shall comply with and perform work consistent with all terms, conditions and requirements of the Plans, Specifications, the Invitation for Bids and this Agreement.
- 3.3. All described work shall be constructed, installed, placed and performed in conformance with the Plans and Specifications and all Special Provisions contained therein and as directed by District’s engineer.
- 3.4. In the event of a conflict among this Agreement, the Invitation for Bid and the Proposal, the Invitation for Bid shall take precedence over the Proposal and this Agreement shall take precedence over both.
- 3.5. Contractor shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by Contractor hereunder; including but not limited to any additional work or change orders agreed upon pursuant to written authorization as described in Section 5. Proposed additional work or change order requests, when applicable, will be attached and incorporated herein under Exhibit “C” (as “C-1,” “C-2,” etc.).

4. TRENCHING REQUIREMENTS AND UTILITY RELOCATION

- 4.1. Four Feet (4’) Below the Surface. In the event the Project involves digging trenches or other excavations that extend deeper than four feet (4’) below the surface, Contractor shall:
 - 4.1.1. Promptly, and before the following conditions are disturbed, notify District, in writing, of any:
 - a) Material that Contractor believes may be material that is hazardous waste, as defined in Health & Safety Code §25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 - b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and
 - c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.
 - 4.1.2. In response to any written notice generated pursuant to Subparagraph 4.1.1, District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of the Work, District shall issue a change order under the procedures described in this Agreement.

- 4.1.3. In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.
- 4.2. Trenching Requirements – Project in Excess of Twenty-Five Thousand Dollars (\$25,000) and Five Feet (5') Below the Surface. For projects involving both an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and the excavation of any trench five feet (5') or more in depth, Contractor shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. The plan must be accepted by District (or by a registered civil or structural engineer, employed by District, to whom authority to accept has been delegated) in advance of excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this Paragraph shall allow Contractor to use a shoring, sloping, or protective system less effective than that required by California Construction Safety Orders. Further, nothing in this Paragraph shall be construed to impose tort liability on District or any of its employees.
- 4.3. Utilities Relocation. In the event that Contractor, in the scope of work, encounters utilities not shown on District's plans, District shall compensate Contractor for utilities relocation work. District shall also waive liquidated damages for any delay that occurs as a result of said encounter and/or relocation of utilities.

5. CHANGE ORDERS

- 5.1. Change Orders. Contractor shall make no changes to the Work to be performed pursuant to this Agreement, including but not limited to additions, deletions, modifications or substitutions, nor shall Contractor perform any extra work (collectively, "Change Order Work") without the prior written consent of District. If Contractor encounters conditions it considers different from those described in the Plans and Specifications, Contractor may request a change order in conformance with District's standard procedure ("Change Order"). If District approves the request, Contractor will execute a Change Order and Contractor's execution of the Change Order shall confirm approval thereof. District may order additional work, and Contractor shall perform such changes in the Work as directed by District in any Change Order prepared by Contractor. District's rights to eliminate portions of the Work or to initiate a Change Order shall not be limited in any way. The Change Order shall be in writing and shall include:
- 5.1.1. Any and all supporting documents and drawings depicting the source and location of the desired change, and explain in detail the field conditions and reasons for the requested change;
- 5.1.2. Any change or adjustment to the compensation set forth in this Agreement as a result of changes in the Work based on a lump sum or time and material basis, as may be directed by District; and

5.1.3. Any request for adjustments to time for completion of the Project.

- 5.2. Payment for Change Order Work. Contractor shall not be entitled to receive any compensation for work, labor, materials or changes of any kind, regardless of whether ordered by District or any of its representatives, unless a Change Order has been submitted in writing and approved prior to the commencement of any Change Order Work as described above. If the changes are required by any inspecting governmental agencies or utility companies, or are otherwise required to comply with any codes, laws, rules or regulations, including those set forth in this Agreement, then Contractor shall not be entitled to any increases in the compensation set forth in this Agreement or other compensation as a result of the changes.
- 5.3. Disputed Change Order Work. Any dispute concerning the performance of such Change Order Work or the amount of compensation to be paid to Contractor by District shall not affect Contractor's obligation to perform such Change Order Work. Contractor agrees that it shall timely complete all Change Order Work even if there shall be a dispute between Contractor and District over the amount or scope of the Change Order Work. Contractor shall have the right to be compensated for any undisputed Change Order Work amounts as determined to be undisputed in District's sole discretion.
- 5.4. Authorized Representative. No Change Order shall be valid or binding against District unless such Change Order has been executed by District's designated representative, who is the General Manager. District shall notify Contractor in writing if the designated representative is changed.
- 5.5. Limits. When applicable, the authority to execute a Change Order on this Project shall not exceed the amount allowed by law pursuant to Public Contract Code sections 20137-20142 et seq. Where Change Orders are in an amount between ten percent (10%) and twenty-five percent (25%) of the amount set forth in this Agreement and based on a need for additional quantities due to an increase in the unit quantities required to complete the project in excess of the District's Engineer's estimate of unit quantities as set forth in the Invitation to Bid, Contractor shall be paid pursuant to Public Contract Code sections 20143 and 20139 and section 4 of the Standard Specifications, State of California, Business, Transportation and Housing Agency, May 2006 Issued by the Department of Transportation ("Caltrans Standard Specifications") and incorporated herein by reference.

6. REPRESENTATIONS BY CONTRACTOR

- 6.1. Contractor understands and agrees that District has limited knowledge in the construction specified in the description of work. Contractor has represented itself to be expert in these fields and understands that District is relying upon such representation.
- 6.2. Contractor represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 6.3. Contractor shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until Contractor has received written

- authorization from the General Manager, or his/her designee (“Notice to Proceed”) to do so.
- 6.4. Contractor represents and warrants that the people executing this Agreement on behalf of Contractor have the authority of Contractor to sign this Agreement and bind Contractor to the performance of all duties and obligations assumed by Contractor herein.
 - 6.5. Contractor represents and warrants that any employee, contractor, subcontractor and agent who will be performing any of the duties and obligations of Contractor herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
 - 6.6. Contractor represents and warrants that the allegations contained in its Proposal are true and correct.
 - 6.7. Contractor understands that District considers the representations made herein to be material and would not enter into this Agreement with Contractor if such representations were not made.
 - 6.8. Retention and Access of Books and Records. Contractor represents and warrants that it shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:
 - 6.8.1. Contractor shall hold and possess as the property of District all papers, books, files, correspondence and other records of all kinds which at any time shall come into its possession or under its control relating only to services performed by Contractor under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date said papers came into the possession of Contractor pursuant to this Agreement.
 - 6.8.2. Any records or documents required to be maintained by Contractor pursuant to this Agreement shall be made available to District for inspection or audit, at any time during Contractor’s regular business hours provided District provides Contractor with seven (7) days advanced written or oral notice. Copies of such documents shall, at no cost to District, be provided to District for inspection at Contractor’s address indicated for receipt of notices under this Agreement.
 - 6.8.3. Contractor shall surrender all papers maintained by Contractor pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of termination of this Agreement.
 - 6.8.4. Contractor represents and warrants that it has not been engaged by, nor will it be engaged by and owes no duty of performance to any other person or entity that would constitute a conflict. For breach or violation of this warranty, District shall amongst other remedies at law, have the right to terminate this Agreement without liability, or at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee paid or received from another entity or person.
 - 6.9. Contractor shall perform pursuant to this Agreement in accordance with and in full compliance with all applicable Federal, State and local statutes, rules, regulations and

policies and procedures, regardless of whether they are expressly set forth in this Agreement. It is understood that in the event District is investigated or audited by any State or Federal governmental agency, or any other recognized investigative/auditing entity, Contractor shall fully cooperate with such agencies' reasonable and lawful request for information.

7. TERM OF AGREEMENT

This Agreement shall commence on the date first written above and shall remain in effect until the services provided as outlined in Section 3, ("SCOPE OF WORK TO BE PERFORMED BY Contractor"), have been completed, unless otherwise terminated as provided for in this Agreement.

8. COMPENSATION

The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Proposal submitted by Contractor for labor, materials and all other services related to the performance of this Agreement, attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The total compensation payable under this Agreement shall not exceed One Hundred Thirty Four Thousand Seven Hundred Seventy Eight Dollars and eighty four cents (\$134,778.84).

9. PAYMENT AND RETENTION OF FUNDS

District shall pay Contractor for completed and approved services upon presentation and approval of its itemized billing, subject to the following.

9.1. Retention.

9.1.1. In accordance with Cal. Pub. Contract Code §§ 7201 and 9203, District shall generally retain five percent (5%) of the total compensation payable under this Agreement until the Work to be performed has been completed in accordance with this Agreement, as determined by District, and payment in full of all of Contractor's subcontractors has been certified.

9.1.2. The 5% retention amount may be exceeded if the District's Board has approved a finding, during a properly noticed and normally scheduled public hearing conducted either prior to or concurrent with authorizing this Project to go out to bid, that the Project is substantially complex and therefore requires a higher retention amount than 5%. Should the retention amount exceed 5% for this Project, then the actual retention amount will be listed in the Plans and Specifications, along with the findings justifying the increased retention amount.

9.2. Substitution of Retention.

9.2.1. Contractor may elect to substitute securities for any retention of funds by District to ensure performance under this Agreement. At the request and expense of Contractor, securities equivalent to the amount retained shall be deposited with the District, or with a state or federally chartered bank in this state as the escrow agent, who shall then return the securities to Contractor once the Work to be performed has been completed in accordance with this Agreement, as determined by District, and payment in full of all of Contractor's subcontractors has been certified.

9.2.2. Alternatively, Contractor may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor.

Contractor, at its sole cost and expense, may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by Contractor. Once the Work to be performed has been completed in accordance with this Agreement, as determined by District, and payment in full of all of Contractor's subcontractors has been certified, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Section.

- 9.2.3. Securities eligible for investment under this Section shall include those listed in Cal. Gov. Code § 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by District and Contractor. Contractor shall be the beneficial owner of any securities substituted for retained funds and shall receive any interest thereon.
- 9.2.4. Substitution of securities shall be conducted through an Escrow Agreement substantially similar to that found in Cal. Pub. Contract Code § 22300(f).
- 9.2.5. Notwithstanding any other provision in this Section, substitution of securities is prohibited where funding for the Project, in whole or in part, will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), or where otherwise disallowed by federal law.

10. METHOD OF PAYMENT

- 10.1. Contractor shall at any time prior to the fifteenth (15th) day of any month, submit to District's General Manager or his/her designee, a complete and accurate written claim for compensation for services performed. The claim shall be in a format approved by District and shall include invoices, receipts and other customary back up information requested by District. District shall make no payment prior to the claims being approved in writing by the General Manager or his/her designee.
- 10.2. After determining that the claim is a proper payment request, the General Manager, or his/her designee, shall submit to District's Finance Director undisputed and properly submitted claims approved for payment within ten (10) days following the date the claim was submitted to his/her Department.
- 10.3. Contractor may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the undisputed and properly submitted claim is submitted.
- 10.4. Any claim determined to be an improper payment request shall be returned to Contractor as soon as practicable, but not later than seven (7) days, after receipt with a written explanation as to why the claim is an improper request for payment.
- 10.5. In order for prompt payment to be made by District pursuant to Public Contract Code §20104.50, Contractor must properly fill out all written claims for compensation for services performed.

11. INDEMNIFICATION

- 11.1. Contractor agrees to the fullest extent permitted by law to indemnify, defend, protect and hold District and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with Contractor's negligent acts and omissions or willful misconduct under this Agreement ("Claims"), whether or not arising from the passive negligence of District, but does not include Claims that are finally determined to be the result of the sole negligence or willful misconduct of District.
- 11.2. Contractor agrees to defend with counsel acceptable to District, indemnify and hold District harmless from all Claims, including but not limited to:
 - 11.2.1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease or death to persons including but not limited to District's representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) arising out of Contractor's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable;
 - 11.2.2. Liability arising from injuries to Contractor and/or any of Contractor's employees or agents arising out of Contractor's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable;
 - 11.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful misconduct of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, including but not limited to:
 - a) Any loss of funding, penalties, fees, or other costs resulting from Contractor's failure to adhere to Disadvantaged Business Enterprise requirements and/or goals, as determined by District or such other lawful entity in charge of monitoring Disadvantaged Business Enterprise compliance;
 - b) Any loss of funding, penalties, fees, or other costs resulting from Contractor's failure to adhere to prevailing wage requirements under [California Labor Code Section 1720 et. seq., as determined by District, the California Department of Industrial Relations, or such other lawful entity in charge of monitoring prevailing wage compliance;
 - 11.2.4. Infringement of any patent rights which may be brought against District arising out of Contractor's work;
 - 11.2.5. Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and

11.2.6. Any breach by Contractor of the terms, requirements or covenants of this Agreement.

11.3. The indemnification provisions of this Agreement shall extend to Claims occurring after this Agreement is terminated, as well as while it is in force.

12. INDEPENDENT CONTRACTOR

12.1. In all situations and circumstances arising out of the terms and conditions of this Agreement, Contractor is an independent contractor, and as an independent contractor, the following shall apply:

12.2. Contractor is not an employee or agent of District and is only responsible for the requirements and results specified by this Agreement.

12.3. Contractor shall be responsible to District only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to District's control with respect to the physical actions or activities of Contractor in fulfillment of the requirements of this Agreement.

12.4. Contractor is not, and shall not be, entitled to receive from, or through, District, and District shall not provide, or be obligated to provide, Contractor with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of District.

12.5. Contractor shall not be entitled to have District withhold or pay, and District shall not withhold or pay, on behalf of Contractor, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.

12.6. Contractor shall not be entitled to participate in, or receive any benefit from, or make any claim against any District fringe benefit program, including, but not limited to, District's pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to District's employee.

12.7. District shall not withhold or pay, on behalf of Contractor, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by Contractor.

12.8. Contractor is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor, not an employee of District.

12.9. Contractor shall not have the authority, express or implied, to act on behalf of, bind or obligate District in any way without the written consent of District.

13. INSURANCE

13.1. Contractor hereby agrees at its own cost and expense to procure and maintain, during the entire term of this Agreement and any extended term therefore, insurance in a sum acceptable to District and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth in Exhibit "A" which are incorporated as if set forth fully herein.

13.2. Special Insurance Requirements. All insurance required shall:

- 13.2.1. Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to District. A rating of at least A-VII shall be acceptable to District; lesser ratings must be approved in writing by District.
- 13.2.2. Be primary coverage as respects District and any insurance or self-insurance maintained by District shall be in excess of Contractor's insurance coverage and shall not contribute to it.
- 13.2.3. Name District as an additional insured on all policies, except Workers' Compensation, and provide that District may recover for any loss suffered by District by reason of Contractor's negligence.
- 13.2.4. State that it is primary insurance and regards District as an additional insured and contains a cross-liability or severability of interest clause.
- 13.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to District. However, Contractor may not terminate such coverage until it provides District with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of District shall, at the option of District, be grounds for termination of this Agreement.
- 13.2.6. If this Agreement remains in effect more than one (1) year from the date of its original execution, District may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar District Agreements by giving sixty (60) days' notice to Contractor.

13.3. Additional Insurance Requirements.

- 13.3.1. District is to be notified immediately of all insurance claims. District is also to be notified if any aggregate insurance limit is exceeded.
- 13.3.2. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:
 - a) Includes contractual liability;
 - b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards";
 - c) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;
 - d) Does not contain an "excess only" clause which requires the exhaustion of other insurance prior to providing coverage;
 - e) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;
 - f) Includes District as an additional insured; and
 - g) States that it is primary insurance and regards District as an additional insured and contains a cross-liability or severability of interest clause.

- 13.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, Contractor shall, if requested by District, cause to be given to District satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.
- 13.5. Certificates of Insurance. Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto as Exhibit "D" and incorporated herein as though fully set forth.
- 13.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude Contractor from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

14. WORKERS' COMPENSATION CERTIFICATION

- 14.1. Prior to the commencement of work, Contractor shall sign and file with District the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- 14.2. This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.
- 14.3. Contractor understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning work on the Project.
- 14.4. If Contractor has no employees, initial here: _____.

15. WARRANTY

- 15.1. One Year Warranty. Contractor agrees to provide a one-year warranty for all of its work and component parts and guarantees that all work shall be performed in a professional and workman-like manner and be free from defects. Contractor guarantees to timely correct all work performed by it under this Agreement which District determines to be defective in design, material and/or workmanship within a period of one (1) year from the date of the completion of the Work. The warranties set forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and case law warranties and obligations of Contractor. Contractor expressly agrees that all warranties made by Contractor, all obligations under this Agreement and all remedies for breach of such warranties shall survive this Agreement in the event it is terminated or expires for any reason prior to the running of the full warranty periods listed above.
- 15.2. Materials. All materials furnished by Contractor shall be new, manufactured during the current year, of first quality and carrying full manufacturer's warranty. Contractor shall be responsible for any expiration of manufacturer or other warranties of material or equipment being supplied for this Agreement. Contractor guarantees that all warranties of material and equipment shall become effective when the project is accepted by District's Board of Supervisors, not at time of installation by Contractor.

- 15.3. Manufacturers' Warranty Information. Contractor agrees to promptly provide such information and maintenance recommendations to District at the inception of Contractor's work to the extent such information is reasonably available.

16. DEFAULT AND REMEDIES

- 16.1. Default. In the event that (i) Contractor files a petition requesting relief under any bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the benefit of creditors or has a receiver appointed on account of its insolvency, or (ii) Contractor refuses or is unable, for whatever reason, to supply enough properly skilled workers or proper materials to complete the Project, or (iii) Contractor fails to follow the directions of District, or (iv) Contractor fails to make prompt payment to its subcontractors and suppliers for materials or labor supplied or permits any lien to be imposed upon all or any portion of the Project, or (v) Contractor disregards any laws or orders of any public or private authority having jurisdiction over the Work or the Project, or (vi) Contractor fails to perform in accordance with any of the terms of this Agreement or breaches any provision of this Agreement, District may give notice of such failure or breach to Contractor, identifying the failure or breach of this Agreement. Should any such failure or breach continue for twenty-four (24) hours after delivery of notice without a good faith effort on the part of Contractor to commence all necessary corrective action, or should such a breach continue despite Contractor's efforts for forty-eight (48) hours, then at that time such failure shall be deemed a default by Contractor under this Agreement and District shall have all rights and remedies available at law or in equity, including the right to terminate this Agreement. Without limiting its rights and remedies, District may then proceed as follows:

- 16.1.1. Without terminating this Agreement or the obligations of Contractor hereunder as to all of the Work required to be performed or furnished by Contractor pursuant to this Agreement, District may require Contractor, at Contractor's expense, to cure such default(s) as may exist in the performance of Contractor's obligations hereunder within forty-eight (48) hours after such default(s) has/have occurred including but not limited to repairing, replacing and correcting material or Work determined by District to be defective or not complying with the requirements of this Agreement. Should Contractor fail to timely repair, replace and/or correct non-complying or defective materials and workmanship or otherwise cure its default(s) hereunder, and in the case of emergencies in which case District may act immediately if Contractor is not available or is not responding, and without further notice, District may make required repairs, replacements and other corrections or otherwise remedy the default by Contractor pursuant to the subparagraph below.

- 16.1.2. Without terminating this Agreement or the obligations of Contractor hereunder as to all of the Work required to be performed or furnished by Contractor pursuant to this Agreement, District may engage another contractor to perform such portion of Contractor's Work required pursuant to this Agreement or furnish any materials or other items required hereunder as District in its sole discretion may deem necessary to avoid delay in the progress of the Work, and in connection therewith, District may perform such Work or any portion thereof itself or have the same performed by others and District may procure all necessary materials, equipment or other items required for the continued progress of such Work. The costs incurred by District as a result of engaging another contractor shall be deducted from the compensation

payable pursuant to this Agreement and if District's costs exceed or may reasonably be anticipated to exceed the balance of the compensation due to Contractor for such work, such excess, or anticipated excess, shall be immediately due and owing from Contractor to District and may be withheld from any funds due to Contractor pursuant to this Agreement or any other agreement.

- 16.1.3. District may terminate Contractor's right to perform upon written notice and District shall then have the option of completing the Work or any portion thereof by exercise of its interest under the performance bond issued in favor by Contractor, or having such Work in whole or in part be completed by others for Contractor's account. A calculation shall take place at the conclusion of the Project wherein to the degree the sum of District's costs and any amounts paid to complete the Project exceed the compensation payable pursuant to this Agreement, then any such excess shall be immediately due and owing from Contractor to District.
- 16.2. Damages. Contractor shall be liable for all damages suffered by District by reason of Contractor's default in any provision of this Agreement and the exercise of District of its option to terminate this Agreement shall not release Contractor of such liability. Contractor shall have no right to receive any further payment after a default has occurred until such time as the Work to be performed by Contractor pursuant hereto has been completed and accepted by District and damages suffered by District, if any, ascertained. Damages shall include by way of illustration, but not of exclusion, District's costs of completing the Work which exceeds the compensation payable pursuant to this Agreement, other general, liquidated, special or consequential damages, attorney fees and costs.
- 16.3. Actions After Default. Should District exercise any of its options, remedies or rights granted pursuant to the terms of this Agreement in the event of a default by Contractor, District at its sole election may, but shall not be obligated to, use any materials, supplies, tools or equipment on the work site which belong to Contractor to complete the Work required to be completed by Contractor, whether such work is completed by District or by others, and Contractor agrees that it shall not remove such materials, supplies, tools and equipment from the work site unless directed in writing by District to do so.
- 16.4. Limit on Force Majeure Damages. Contractor shall not be responsible for repairing or restoring damage to work caused by an act of God in excess of five (5) percent of the contract amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of District. In the event of such damage, District may, at its option, elect to terminate this Agreement. For purposes of this Agreement, an "act of God" shall be defined as an earthquake in excess of 3.5 on the Richter Scale and a tidal wave.
- 16.5. Resolution of Claims. District and Contractor agree to follow and comply with the mediation, arbitration, claim, civil action procedure and trial de novo provisions set forth in California Public Contracts Code §§ 9204 and 20104 – 20104.6.
- 16.6. No Limitation of Rights. The options and rights granted to District herein shall not be deemed as limitations upon the other rights and remedies of District in the event of a failure of performance or breach by Contractor, and District shall be entitled to exercise the rights and remedies hereinabove specified and all other rights and remedies which

may be provided in this Agreement or by law or in equity, either cumulatively or consecutively, and in such order as District in its sole discretion shall determine.

17. NON-DISCRIMINATION

- 17.1. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.
- 17.2. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 17.3. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).
- 17.4. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 17.5. The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 17.6. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 17.7. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

18. DISADVANTAGED BUSINESS ENTITY COMPLIANCE

- 18.1. When applicable, Contractor and its subcontractors shall reference and abide by the guidance and Disadvantaged Business Enterprise (“DBE”) specifications contained in the California Department of Transportation’s Standard Specifications.
- 18.2. Contractor represents and warrants that is has fully read the applicable DBE requirements pertaining to this Project and has fully and accurately completed any and all required DBE forms.
- 18.3. Contractor represents and warrants that it will comply with all applicable DBE requirements for this Project.
- 18.4. Contractor shall comply with the applicable DBE provisions attached hereto as Exhibit “A” and incorporated by this reference as though fully set forth herein.
- 18.5. If any state or federal funds are withheld from District or not reimbursed to District due to Contractor’s failure to either comply with the DBE requirements set forth in the RFP and this Agreement, or to meet the mandatory DBE goals as determined by District, Caltrans, the Federal Highway Administration, and/or any other state or federal agency

contributing funds to the Project, then Contractor shall fully reimburse District the amount of funding lost. District reserves the right to deduct any such loss in funding from the amount of compensation due to Contractor under this Agreement.

- 18.6. In addition to the above, Contractor's failure to comply with DBE requirements/goals shall subject it to such sanctions as are permitted by law, which may include, but shall not be limited to the following:

18.6.1. Termination of this Agreement;

18.6.2. Withholding monthly progress payments;

18.6.3. Denial of payment for any portion of the Project that was committed at the time of the execution of this Agreement to be performed by a DBE subcontractor, but was completed by Contractor or a substitute non-DBE subcontractor;

18.6.4. Compensatory, special, incidental, liquidated and other damages; and/or

18.6.5. Designation of Contractor as "nonresponsible," and disqualification from bidding on future public works projects advertised by District.

19. PREVAILING WAGE

- 19.1. Contractor and its subcontractors shall pay all workers employed on the Project the higher of either the rates determined by the Director of the California Department of Industrial Relations ("DIR") or, when applicable, the Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations. The Davis-Bacon Federal wage rates are attached to the RFP. Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at District's Department of Public Works, and are available to Contractor and any other interested party upon request. Contractor shall post the prevailing rate of per diem wages to be posted at the Project site.

- 19.2. Contractor is responsible for compliance with the provisions herein.

- 19.3. Mandatory Registration with the Department of Industrial Relations – NEW REQUIREMENTS PURSUANT TO SB 854.

19.3.1. Contractor and its subcontractors shall register with the DIR and pay all applicable fees as set forth in Labor Code section 1725.5.

19.3.2. Contractor and its subcontractors acknowledge that they shall not be listed on any bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The requirements of this section shall apply unless one of the limited exceptions provided under Labor Code Section 1771.1(a) applies.

19.3.3. Contractor and its subcontractors acknowledge that they shall not be awarded any contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

19.3.4. The Project described herein is subject to compliance monitoring and enforcement with the DIR.

19.3.5. For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html> .

19.4. Cognizance of Violations by District.

19.4.1. Contractor understands and agrees that District shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.

19.4.2. If Contractor determines as a result of its own investigation that there has been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor Code and withholds payment to Contractor, the procedures in California Labor Code §1771.6 shall be followed.

19.4.3. Contractor may bring an action in a court of competent jurisdiction to recover from District the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:

- a) District previously affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the Work was not a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or
- b) District received actual written notice from the Department of Industrial Relations that the Work is a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to Contractor before the bid opening or award.

19.5. Labor Compliance Rates and Payroll Records.

19.5.1. Contractor agrees to comply with §§1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at Contractor's principal office. The responsibility for compliance with these provisions is fixed with Contractor. Contractor understands and agrees that it shall, as a penalty to District, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any Work done pursuant to this Agreement.

19.5.2. Prevailing Wage Compliance For those Projects subject to DIR Monitoring and Enforcement. Contractor has reviewed and agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. District hereby notifies Contractor that Contractor is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: [http://www.dir.ca.gov/Public- Works/PublicWorksEnforcement.html](http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html).

19.5.3. Contractor shall be liable for penalties pursuant to this section when a subcontractor on the Project fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:

- a) Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or
- b) Contractor fails to comply with the following requirement: The contract executed between Contractor and the subcontractor for the performance of Work on the Project shall include a copy of the provisions of California Labor Code §§1771, 1775, 1776, 1777.5, 1813 and 1815; and
- c) Contractor fails to comply with the following requirement: Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor; and
- d) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project; and
- e) Prior to making final payment to the subcontractor for Work performed on the Project, Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the Project and any amounts due pursuant to California Labor Code §1813.

19.6. Work Day and Work Week Requirements. Contractor agrees to comply with §§1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3700 et seq., as supplemented by the Department of Labor regulations, which provide that Contractor's workers and its subcontractor's workers may not be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week. Further, work performed by employees of Contractor or its subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay. The responsibility for compliance with these provisions is fixed with Contractor. Contractor understands and agrees that it shall, as a penalty to District, forfeit specific monetary fines to District should Contractor or its subcontractors fail to comply with the provisions contained within this Paragraph.

19.7. Apprenticeship Requirements.

19.7.1. Contractor agrees to comply with §§1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide District with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by §1777.5(e). The responsibility for compliance with these provisions is fixed with Contractor for all apprenticeable occupations, where journeymen in the craft are

employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with §1777.5) and Contractor and its subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in California Labor Code §3077. Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeable occupations. This section shall not be enforced if the not-to-exceed amount of this Agreement set forth and/or incorporated in the “COMPENSATION” Section is less than thirty thousand dollars (\$30,000).

19.7.2. If the Project falls within the jurisdiction of California Labor Code §1777.5, District shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, District shall notify the Division of Apprenticeship Standards of a finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

19.8. Labor Standards Compliance Requirements.

19.8.1. It is Contractor’s responsibility to provide all labor compliance documentation from its subcontractors completely and accurately in a timely manner. Contractor is responsible to review promptly and then forward on all required documentation to District per the time schedules in the 1775 Handout. Included with the Labor Compliance Handout, District will provide training, documentation requirements, forms, etc., at the preconstruction conference or at a time designated by District.

19.8.2. In the event, during the review process of labor compliance documentation from District’s labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from Contractor the items, revisions and documentation needed. The cost of this additional labor compliance enforcement shall be borne by Contractor.

20. INELIGIBILITY

20.1. Contractor represents and warrants that it and its subcontractors are not ineligible to work for District due to violations of Labor Code §§1777.1 and 1777.7.

20.2. If Contractor is deemed ineligible to perform work on public works projects pursuant to Labor Code Sections 1777.1 or 1777.7, then Contractor shall be prohibited from bidding on, being awarded an agreement for, or performing work as a subcontractor on this Project, or any other public works project within the state of California.

21. SIGNAGE REQUIREMENTS

21.1. Project Identity Signage. Contractor is required to provide and install the required project identity signage as detailed in the Plans and Specifications, in the size and at the location indicated by the General Manager or his/her designee, and to maintain the signage in good condition for the duration of the Project. The signage may not be removed until the Notice of Completion is recorded or by written direction of the General Manager or his/her designee.

- 21.2. Required Employee Signage and Posters. Contractor is required to provide and install the Federal and State required employee posters and the required material pertaining to the required labor standards provisions are posted (including, but not limited to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the worksite in a prominent and accessible place.
- 21.3. Section 3 Compliant Signage. If required by District, Contractor is directed to provide and install the “Offer for Employment” signage as detailed in the Plans and Specifications in the size and at the location indicated by the General Manager or his/her designee and to maintain the signage in good condition for the duration of the Project. The signage may not be removed until the Notice of Completion is recorded or by written direction of the General Manager or his/her designee.

22. CONFLICT OF INTEREST AND GRATUITIES

- 22.1. Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further agrees that in the performance of this Agreement, no person having any such interest shall be employed.
- 22.2. Contractor agrees to designate such person or persons who have responsibility for carrying out the services under this Agreement and that such person or persons as may be designated shall take any and all actions necessary to comply with District’s Conflict of Interest Code adopted pursuant to California Government Code §81000 to the extent required thereunder.
- 22.3. If it is found, after notice and hearing by District, that gratuities (in the form of entertainment., gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee or agent of District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of this Agreement, District may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement and/or may pursue such other rights and remedies provided by law or under this Agreement.
- 22.4. In the event this Agreement is terminated as provided herein, District shall be entitled to:
- 22.4.1. Pursue the same remedies against Contractor as it could pursue in the event of a breach of the Agreement by Contractor; and
- 22.4.2. As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by District) which shall be not less than three (3) nor more than ten (10) times the costs incurred by Contractor in providing any such gratuities to any such officer, employee or agent.

23. HOUSING AND URBAN DEVELOPMENT ACT COMPLIANCE

When applicable, Contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (42 U.S.C. 3601 et seq.) which provides that to the greatest extent feasible, Contractor shall provide job training, employment and contracting opportunities for

low- or very-low income residents in connection with the Project. The responsibility for compliance with these provisions is fixed with Contractor.

24. COPELAND “ANTI-KICKBACK” ACT COMPLIANCE

When applicable, Contractor agrees to comply with the Copeland Act (18 USC §874 and 40 USC §276c ; 29 C.F.R. Part 3) which precludes Contractor and its subcontractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. Contractor and its subcontractors shall submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period. Contractor understands and agrees that should Contractor its subcontractors induce an employee working on a covered contract to give up any part of the compensation to which he or she is entitled, the inducing party may be subject to a five thousand dollar (\$5,000) fine, or imprisonment for up to five (5) years, or both. Contractor also understands and agrees that willful falsification of the statement of compliance may subject the employer to civil or criminal prosecution and may be cause for contract termination or debarment. The responsibility for compliance with these provisions is fixed with Contractor.

25. FAIR LABOR STANDARDS ACT COMPLIANCE

When applicable, Contractor agrees to comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 201 et seq.) which establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting full-time and part-time workers on the Project. The responsibility for compliance with these provisions is fixed with Contractor.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

When applicable, Contractor agrees to execute a certification regarding debarment, suspension and other responsibility matters. The responsibility for compliance with this provision is fixed with Contractor.

27. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

When applicable, Contractor agrees to incorporate the notice set forth in paragraph (d) of 41 C.F.R. 60-4.2 relating to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications.” The responsibility for compliance with this provision is fixed with Contractor.

28. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

When applicable, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Presidential Executive Order 11738 and Environmental Protection Agency regulations set forth at 40 C.F.R. Part 15. Contractor understands and agrees that violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. The responsibility for compliance with these provisions is fixed with Contractor.

29. PROHIBITION ON THE USE OF FEDERAL FUNDS FOR LOBBYING

When applicable, Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. The responsibility for compliance with this provision is fixed with Contractor.

30. FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall verify name, date of birth and social security number, along with immigration information for non-citizens in order to verify the identity and employment eligibility of both citizen and non-citizen new hires. The responsibility for compliance with this provision is fixed with Contractor.

31. THE CIVIL RIGHTS, HCD AND AGE DISCRIMINATION ACT ASSURANCES

31.1. During the performance of this Agreement, Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits or be subjected to discrimination based on race, color, national origin, gender, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations. The responsibility for compliance with these provisions is fixed with Contractor.

31.2. Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out the applicable requirements of 49 C.F.R. Chapter 26 in the award and administration of Department of Transportation assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as District deems appropriate. Contractor shall include the nondiscrimination and compliance provisions of this Paragraph in all subcontracts to perform Work under this Agreement.

32. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

32.1. Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause. For the purposes of this Subsection, the term “contractor” shall refer to Contractor, and the term “contract” shall refer to this Agreement: “During the performance of this contract, the Contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. ”

- 32.2. Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally- assisted construction work; provided that if Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Agreement.
- 32.3. Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 32.4. Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally-assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Contractor agrees that if it fails or refuses to comply with these undertakings, District may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this funding commitment (contract, loan, grant, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

33. ASSIGNMENT OF CLAIMS – CLAYTON OR CARTWRIGHT ACTS

Contractor shall comply with the following provisions regarding the assignment of claims arising from either the Clayton Act or the Cartwright. For the purposes of this Section, the term "contractor" shall refer to Contractor, the term "awarding body" shall refer to District, and the term "public works contract" shall refer to this Agreement: "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

34. NON-COLLUSION

Contractor agrees he/she has executed and submitted with the Bid a Non-Collusion Affidavit that complies with Cal. Public Code §7106, included in Exhibit "E" and incorporated herein.

35. NOTICES AND REPORTS

- 35.1. All notices and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

DISTRICT

Salton Community Services District
Attention: General Manager
1209 Van Buren Ave.
Salton City, CA 92274

CONTRACTOR

LZ Construction, Inc.
5247 Lack Road
Brawley, CA 92227

- 35.2. Notices and reports under this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner. Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

36. ENTIRE AGREEMENT

This Agreement contains the entire agreement between District and Contractor relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or verbal.

37. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of District.

38. MODIFICATION

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

39. CAPTIONS

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

40. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

41. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS

Words and expressions in the masculine gender include the feminine and neuter genders. Words and expressions in the singular include the plural and words and expressions in the plural include the singular. Contractor as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity. All covenants herein contained on the part of Contractor shall be joint and several if more than one person, firm or entity executes the Agreement.

42. WAIVER

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be consent to any further or succeeding breach of the same or any other covenant or condition.

43. CHOICE OF LAW

The laws of the State of California shall govern this Agreement. This Agreement is made and entered into in Imperial County, California. Any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said District.

44. AUTHORITY

44.1. Each individual executing this Agreement on behalf of Contractor represents and warrants that:

44.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of Contractor;

44.1.2. Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of Contractor and;

44.1.3. This Agreement is binding upon Contractor in accordance with its terms.

44.2. Contractor shall deliver to District evidence acceptable to District of the foregoing within thirty days of execution of this Agreement.

45. COUNTERPARTS

This Agreement and any subsequent modifications may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall constitute one and the same Agreement. No counterparts shall be effective until all Parties have executed a counterpart hereof.

46. TIMING

The Parties agree that time is of the essence in this Agreement.

47. REVIEW OF AGREEMENT TERMS

47.1. Each Party has had the opportunity to receive independent legal advice from its attorneys with respect to the advisability of making the representations, warranties, covenants and agreements provided for herein, and with respect to the advisability of executing this Agreement.

47.2. Each Party represents and warrants to and covenants with the other Party that:

47.2.1. This Agreement in its reduction to final written form is a result of extensive good faith negotiations between the Parties and/or their respective legal counsel; and

47.2.2. Parties and/or their legal counsel have carefully reviewed and examined this Agreement for execution by said Parties.

47.3. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

48. APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

48.1. Pertinent Nondiscrimination Authorities:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k) Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendment of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

IN WITNESS WHEREOF , the Parties have executed this Agreement on the day and year first above written.

SALTON COMMUNITY SERVICES DISTRICT LZ CONSTRUCTION, INC.

By: _____
Emmanuel Ramos
General Manager

By: _____
Julio Lainez
Chief Executive Officer

EXHIBIT "A"

GENERAL CONDITIONS

Article 1. DEFINITIONS

- (a) District and Contractor are those mentioned as such in the Agreement. They are treated throughout the Agreement as if they are of singular number and neuter gender.
- (b) Subcontractor, as used herein, includes those having direct contract with Contractor and one who furnishes material work to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- (c) Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond for the Public Works.
- (d) Provide shall include "provide complete in place," that is, "furnish and install."
- (e) As Shown, As Indicated, As Detailed, refer to drawings accompanying these specifications.
- (f) Work of the Contractor or subcontractor includes labor or materials, or both.

Article 2. DRAWINGS AND SPECIFICATIONS

Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of work. Materials or work described in words which so apply have a well-known technical or trade meaning, and shall be deemed to refer to such recognized standards.

Interpretations. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale details shall take precedence over smaller scaled drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, it shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the contract for changes in work.

Misunderstanding of drawings and specifications shall be clarified by the Architect, whose decision shall be final.

Standards, Rules, and Regulations referred to are recognized printed standards, and shall be considered as one and a part of these specifications within limits specified.

Article 3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work, and, with exception of signed contract sets, are to be returned to District on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

- (a) In case of ambiguity, conflict, or lack of information, Architect/Engineer shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.

(b) Work shall be executed in conformity therewith, and Contractor shall do no work without proper drawings and instructions.

Article 6. TIME FOR COMPLETION AND DAMAGES FOR DELAY

The Parties recognize that time is of the essence of the Agreement and that District will suffer financial loss if the Work is not completed by the date set forth in Paragraph 19.9 of the Information to Bidders section of this Agreement. The Parties also recognize the delays, expense and difficulties involved with proving in a legal proceeding the actual loss suffered by District if the Work is not completed on time. Therefore, Contractor acknowledges that time is of the essence, and they shall complete the project under the agreed upon schedule as referenced in Article 7.

Article 7. PROGRESS SCHEDULE

Immediately after being awarded contract, Contractor shall prepare an estimated progress schedule (using the Critical Path Method (CPM) through a software program selected by District but at Contractor's sole expense) and submit the schedule for District's approval. Schedule shall indicate graphically the beginning and completion dates of all phases of construction. An updated progress schedule shall be submitted to District on a monthly basis.

Article 8. CONTRACT SECURITY

Unless otherwise specified, Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of this contract, and shall furnish a separate bond in an amount equal to one hundred percent (100%) of the contract price as security for payment of persons performing labor and furnishing materials in connection with this contract. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds. District may reject at its discretion any bond issued by a surety that to District's satisfaction does not have a sufficient bond rating or history as a surety in the State of California to assure adequate security to District for the default of Contractor.

Article 9. ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of District. Any assignment of money due to or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, Public Contract Code and/or the Government Code.

Article 10. PROHIBITED INTERESTS

No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with construction or project shall become directly or indirectly interested financially in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory, or other similar functions in connection with construction of project shall become directly or indirectly interested financially in this contract or in any part thereof.

Article 11. SEPARATE CONTRACTS

District reserves the right to let other contracts in connection with this work. Contractor shall afford other Contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinates its work with theirs.

If any part of Contractor's work depends for proper execution or results upon work of any other Contractor, the Contractor shall inspect and promptly report to Architect/Engineer any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure so to inspect and report shall constitute its acceptance of other Contractor's work as fit and proper for reception of Contractor's work, except as to defects which may develop in other Contractor's work after execution of Contractor's work. To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place, and shall at once report to Architect any discrepancy between executed work and contract documents. Contractor shall ascertain to its own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by District in prosecution of the project to the end that Contractor may perform its contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other contract or contracts, District shall decide which Contractor shall cease work temporarily and which Contractor shall continue or whether work can be coordinated so that Contractors may proceed simultaneously. District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

Article 12. SUBCONTRACTING

- (a) Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to District for acts and omissions of Contractor's subcontractor and of persons either directly or indirectly employed by Contractor's subcontractor as it is for acts and omissions of persons directly employed by itself. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and District.
- (b) District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of its obligations under this contract, and no such consent or approval shall be deemed to waive any provision of this contract.
- (c) Substitution or addition of subcontractors shall be permitted only as authorized by California Public Contract Code sections 4100, et seq.
- (d) Contractor represents and warrants that it and its subcontractors are not ineligible to work for District due to violations of Labor Code sections 1777.1 and 1777.7.

Article 13. DEFAULTS & REMEDIES

- (a) Default. In the event that (i) Contractor files a petition requesting relief under any bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the benefit of creditors or has a receiver appointed on account of its insolvency, or (ii) Contractor refuses or is unable, for whatever reason, to supply enough properly skilled workers or proper materials to complete the Project, or (iii) Contractor fails to follow the directions of District, or (iv) Contractor fails to make prompt payment to its subcontractors and suppliers for materials or labor supplied or permits any lien to be imposed upon all or any portion of the Project, or (v) Contractor disregards

any laws or orders of any public or private authority having jurisdiction over the Work or the Project, or (vi) Contractor fails to perform in accordance with any of the terms of this Agreement or breaches any provision of this Agreement, District may give notice of such failure or breach to Contractor, identifying the failure or breach of this Agreement. Should any such failure or breach continue for twenty-four (24) hours after delivery of notice without a good faith effort on the part of Contractor to commence all necessary corrective action, or should such a breach continue despite Contractor's efforts for forty-eight (48) hours, then at that time such failure shall be deemed a default by Contractor under this Agreement and District shall have all rights and remedies available at law or in equity, including the right to terminate this Agreement. Without limiting its rights and remedies, District may then proceed as follows:

(1) Without terminating this Agreement or the obligations of Contractor hereunder as to all of the Work required to be performed or furnished by Contractor pursuant to this Agreement, District may require Contractor, at Contractor's expense, to cure such default(s) as may exist in the performance of Contractor's obligations hereunder within forty-eight (48) hours after such default(s) has/have occurred including but not limited to repairing, replacing, and correcting material or Work determined by District to be defective or not complying with the requirements of this Agreement. Should Contractor fail to timely repair, replace, and/or correct non-complying or defective materials and workmanship or otherwise cure its default(s) hereunder, and in the case of emergencies in which case District may act immediately if Contractor is not available or is not responding, and without further notice, District may make required repairs, replacements and other corrections or otherwise remedy the default by Contractor pursuant to Paragraph (2) below.

(2) Without terminating this Agreement or the obligations of Contractor hereunder as to all of the Work required to be performed or furnished by Contractor pursuant to this Agreement, District may engage another contractor to perform such portion of Contractor's Work required pursuant to this Agreement or furnish any materials or other items required hereunder as District in its sole discretion may deem necessary to avoid delay in the progress of the Work, and in connection therewith, District may perform such Work or any portion thereof itself or have the same performed by others and District may procure all necessary materials, equipment or other items required for the continued progress of such Work. The costs incurred by District as a result of engaging another Contractor shall be deducted from the compensation payable pursuant to this Agreement and if District's costs exceed or may reasonably be anticipated to exceed the balance of the compensation due to Contractor for such work, such excess, or anticipated excess, shall be immediately due and owing from Contractor to District and may be withheld from any funds due to Contractor pursuant to this Agreement or any other agreement.

(3) District may terminate Contractor's right to perform upon written notice and District shall then have the option of completing the Work or any portion thereof by exercise of its interest under the performance bond issued in favor by Contractor, or having such Work in whole or in part be completed by others for

Contractor's account. A calculation shall take place at the conclusion of the Project wherein to the degree the sum of District's costs and any amounts paid to complete the Project exceed the compensation payable pursuant to this Agreement, then any such excess shall be immediately due and owing from Contractor to District.

(b) Damages. Contractor shall be liable for all damages suffered by District by reason of Contractor's default in any provision of this Agreement and the exercise of District of its option to terminate this Agreement shall not release Contractor of such liability. Contractor shall have no right to receive any further payment after a default has occurred until such time as the Work to be performed by Contractor pursuant hereto has been completed and accepted by District and damages suffered by District, if any, ascertained. Damages shall include by way of illustration, but

not of exclusion, District's costs of completing the Work which exceeds the compensation payable pursuant to this Agreement, other general, liquidated, special or consequential damages, attorney fees, and costs.

(c) **Actions After Default.** Should District exercise any of its options, remedies, or rights granted pursuant to the terms of this Agreement in the event of a default by Contractor, District at its sole election may, but shall not be obligated to, use any materials, supplies, tools or equipment on the work site which belong to Contractor to complete the Work required to be completed by Contractor, whether such work is completed by District or by others, and Contractor agrees that it shall not remove such materials, supplies, tools and equipment from the work site unless directed in writing by District to do so.

(d) **Limit on Force Majeure Damages.** Contractor shall not be responsible for repairing or restoring damage to work caused by an act of God, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of District. In the event of such damage, District may, at its option, elect to terminate this Agreement. For purposes of this Agreement, an "act of God" shall be defined as an earthquake in excess of 3.5 on the Richter scale and a tidal wave.

(e) **No Limitation of Rights.** The options and rights granted to District herein shall not be deemed as limitations upon the other rights and remedies of District in the event of a failure of performance or breach by Contractor, and District shall be entitled to exercise the rights and remedies hereinabove specified and all other rights and remedies which may be provided in this Agreement or by law or in equity, either cumulatively or consecutively, and in such order as District in its sole discretion shall determine.

Article 14. WARRANTIES

(a) **One-Year Warranty.** Contractor agrees to provide a one-year warranty for all of its work and component parts and guarantees that all work shall be performed in a professional and workman-like manner and be free from defects. Contractor guarantees to timely correct all work performed by it under this Agreement which District determines to be defective in design, material, and/or workmanship within a period of one (1) year from the date of the completion of the Work. The warranties set forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and case law warranties and obligations of Contractor. Contractor expressly agrees that all warranties made by Contractor, all obligations under this Agreement and all remedies for breach of such warranties shall survive this Agreement in the event it is terminated or expires for any reason prior to the running of the full warranty periods listed above. Note: Product Warranty on specifications.

(b) **Materials.** All materials furnished by Contractor shall be new, manufactured during the current year, of first quality, and carrying full manufacturer's warranty. Contractor shall be responsible for any expiration of manufacturer or other warranties of material or equipment being supplied for this Agreement. Contractor guarantees that all warranties of material and equipment shall become effective when the project is accepted by District's Board of Supervisors, not at time of installation by Contractor.

(c) **Manufacturers' Warranty Information.** Contractor agrees to promptly provide such information and maintenance recommendations to District at the inception of Contractor's work to the extent such information is reasonably available. In the event of failure of Contractor to comply with above-mentioned conditions within one (1) week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor, who hereby agrees to pay costs and charges therefore immediately on demand.

Article 15. NOTICES AND REPORTS

(a) All notices and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:
District Contractor

Salton Community Services District
Attention: General Manager
1209 Van Buren Ave.
Salton City, CA 92274

LZ Construction, Inc.
5247 Lack Road
Brawley, CA 92227

(b) Notices and reports under this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner. Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

Article 16. WORKERS

(a) Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on work any unfit person or anyone not skilled in work assigned to that person. Contractor shall at all times enforce rules and standards regarding sensitive information. Contractor shall not permit workers to touch or otherwise touch, read, review, copy, or access any sensitive or confidential information. Contractor shall be responsible for any worker violating sensitive information standards.

(b) Any person in the employ of the Contractor whom District may deem incompetent or unfit shall be dismissed from work, and shall not again be employed on it except with written consent of District.

(c) Contractor shall provide District with a list of all current employees. Contractor shall notify District of all new employees one week prior to their start date.

(d) All Contractor's employees shall be required to comply with the work rules established for the project site; and shall be identified while on the premises by picture identification card furnished at his/her expense, indicating their name or number; and by shirt, blouse or smock indicating the company name or logo in print large enough to be easily read. Contractor's employees shall have effective communication skills to perform such tasks and communicate with the District and its representatives.

(e) It shall be the responsibility of Contractor to ensure all workers do not access sensitive information. District shall have the right to perform a background check and clearance requirements of all workers that have access to sensitive information. Notwithstanding anything in this agreement to the contrary, the Contractor must comply with background check and clearance requirements of the California Department of Justice (DOJ) and the California Department of Motor Vehicles (DMV) relating to any Contractor employee who has physical access to any area which is either connected to, or contains records from, the DOJ criminal computer database, including without limitation, the California Law Enforcement Telecommunications System and the Criminal Offender Record Information, or the DMV computer database (collectively, "the Databases"). If requested by the District, the Contractor must provide to the District suitable documentation evidencing the Contractor's compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to the Databases.

Article 17. PREVAILING WAGE AND PAYROLL RECORDS

(a) Contractor agrees to comply with sections 1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at Contractor's principal office. For those Public Works Projects that are subject to the State Department of Industrial Relations (DIR), Division of Labor Standards Enforcement (DLSE) compliance monitoring and enforcement it is the Contractor's responsibility to submit certified payroll records directly to the state Compliance Monitoring Unit (CMU). More information concerning state compliance can be found at <https://www.dir.ca.gov/Public-Works/publicworks.html>. The responsibility for compliance with these provisions is fixed with Contractor. Contractor understands and agrees that it shall, as a penalty to District, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any Work done pursuant to this Agreement.

(b) Notwithstanding paragraph (a), Contractor is not liable for any penalties pursuant to paragraph (a) when a subcontractor on the Project fails to pay its workers the general prevailing rate of per diem wages unless:

(1) Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or

(2) Contractor fails to comply with all of the following requirements:

(A) The contract executed between Contractor and the subcontractor for the performance of Work on the Project shall include a copy of the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815; and

(B) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor; and

(C) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project; and

(D) Prior to making final payment to the subcontractor for Work performed on the Project, Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the Project and any amounts due pursuant to California Labor Code section 1813.

(E) Prevailing Wage Compliance. Contractor and its subcontractors shall pay all workers employed on the Project the rates determined by the Director of the California Department of Industrial Relations (DIR). Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at District's Department of Public Works, and are available to Contractor and any other interested party upon request. Contractor shall post the prevailing rate of per diem wages to be posted at the Project site.

Article 18. APPRENTICES

(a) Contractor agrees to comply with sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide District with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by section 1777.5(e). The responsibility for compliance with these provisions is fixed with Contractor for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1)

apprentice for each five (5) journeymen (unless an exemption is granted in accordance with section 1777.5) and Contractor and its subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in California Labor Code section 3077. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeable occupations. This section shall not be enforced if the not-to-exceed amount of this Agreement is less than thirty thousand dollars (\$30,000).

(b) If the Project falls within the jurisdiction of California Labor Code section 1777.5, District shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, District shall notify the Division of Apprenticeship Standards of a finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

Article 19. HOURS OF WORK

Contractor agrees to comply with sections 1810 through 1815 of the California Labor Code and, when applicable, the Contract Work Hours and Safety Standards Act (40 USC § 327 et seq.; 29 CFR Part 5) which provide that Contractor's workers and its subcontractor's workers may not be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week. Further, work performed by employees of Contractor or its subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 1/2) times the basic rate of pay. The responsibility for compliance with these provisions is fixed with Contractor. Contractor understands and agrees that it shall, as a penalty to District, forfeit specific monetary fines to District should Contractor or its subcontractors fail to comply with the provisions contained within this paragraph.

Article 20. INSURANCE COVERAGES

Contractor hereby agrees at its own cost and expense to procure and maintain, during the entire term of this Agreement and any extended term therefore, insurance in a sum acceptable to District and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

INSURANCE MINIMUM LIMIT

Worker's Compensation, Coverage A Statutory

Employers Liability, Coverage B \$1,000,000 per accident for bodily injury or disease

Commercial General Liability Including Contractual Liability
Operations, Products and Completed Operations:

Personal/Bodily Injury \$1,000,000 / occurrence
\$2,000,000 / aggregate

Property Damage \$1,000,000 / occurrence
\$2,000,000 / aggregate

Commercial Automobile Liability (owned, hired, and non-owned vehicles):

Personal/Bodily Injury & Property
Damage \$1,000,000

Unemployment Insurance To Be Determined by Scope of Work

Disability Insurance To Be Determined by Scope of Work

Liability Insurance To Be Determined by Scope of Work

Article 21. SPECIAL INSURANCE REQUIREMENTS

(a) All insurance required under Article 20 shall:

(1) Be procured from an insurer authorized to do business in California.

(2) Be primary coverage as respects District and any insurance or self-insurance maintained by District shall be in excess of Contractor's insurance coverage and shall not contribute to it.

(3) Name District as an additional insured on all policies, except Workers' Compensation, and provide that District may recover for any loss suffered by District by reason of Contractor's negligence.

(4) State that it is primary insurance and regards District as an additional insured and contains a cross-liability or severability of interest clause.

(5) Not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to District. However, Contractor may not terminate such coverage until it provides District with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of District shall, at the option of District, be grounds for termination of this Agreement.

(b) Additional Insurance Requirements.

(1) Complete copies of certificates of insurance for all required coverages including additional insured endorsements and thirty-day (30-day) notice of cancellation clause endorsements shall be attached hereto as Exhibit "D" and incorporated herein as though fully set forth.

(2) District is to be notified immediately of all insurance claims. District is also to be notified if any aggregate insurance limit is exceeded.

(c) Nothing in this, or any other provision of this Agreement, shall be construed to preclude Contractor from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

Article 22. INSURANCE ENDORSEMENTS, CLAUSES, & INFORMATION

(a) The comprehensive/commercial general liability insurance shall contain a provision of endorsements stating that such insurance:

(1) Includes contractual liability;

(2) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;

(3) Does not contain an "excess only" clause which requires the exhaustion of other insurance prior to providing coverage;

(4) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;

(5) Includes District, architect, and the construction manager as an additional insured;

(6) States that it is primary insurance and regards District as an additional insured and contains a cross-liability or severability of interest clause; and

(7) Does not contain any exclusion as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards."

(b) Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

(c) Certificates of insurance shall state, in particular, those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

Article 23. PROOF OF INSURANCE

Contractor shall not commence work nor shall it allow any subcontractor to commence work under this Agreement until Contractor has obtained all required insurance, certificates and endorsements, including but not limited to, Additional Insured Endorsements and thirty days (30-days) Notice of Cancellation Clause endorsements have been delivered in duplicate to and approved by District. The above referenced insurance documents must be received by District on or before the effective date of this Agreement and shall be sent to the following address:

Salton Community Services District
Attention: General Manager
1209 Van Buren Blvd.
Salton City, CA 92274

Article 24. CHOICE OF LAW

The laws of the State of California shall govern this Agreement. This Agreement is made and entered into in Imperial County, California. Any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

Article 25. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 26. EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by District, unless otherwise specified.

Article 27. SURVEYS

Surveys to determine location of property lines and corners will be supplied by District. Surveys to determine locations of construction, grading, and site work shall be provided by Contractor.

Article 28. EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, District, upon request, will execute a certificate of exemption which will certify: (a) that District is a political subdivision of the state for the purpose of such exemption; and (b) that the sale is for the exclusive use of District. No excise tax for such materials shall be included in any bid price.

Article 29. PATENTS AND ROYALTIES

Contractor shall hold and save District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by District, unless otherwise specifically stipulated in the contract documents.

Article 30. MATERIALS

Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within the specified time.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work, and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract. No material, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work, and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to District free from any claims, liens, or charges. Contractor further agrees that neither Contractor nor any person, firm, or corporation furnishing materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

Nothing contained in this Article, however, shall defeat or impair the right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District, and this provision shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

See Comprehensive Specifications for material requirements.

Article 31. SUBSTITUTIONS

Whenever specifications for any material, product, thing, service, or process is indicated or specified by grade, patent or propriety name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of material, product, thing, service, or process desired, and shall be deemed to be followed by the words "or equal", and Contractor may, unless otherwise stated, offer any material, product, thing, service or process which shall be equal or better in every respect to that so indicated or specified. If the material, product, thing, service, or process offered by Contractor is not, in the opinion of District and Architect/Engineer, equal or better in every respect to that specified, then Contractor shall furnish the material, product, thing, service, or process specified. The burden of proof as to equality of any material, product, thing, service, or process shall rest with Contractor. Contractor shall only be authorized to substitute any designated material, product, thing, service or process required under this contract if such request, together with substantiating data for substitution of an "or equal" item is timely submitted in accordance with the Calendar of Events set forth under section 19.3 of the "INFORMATION FOR BIDDERS" form and approval thereof is authorized in writing by District within the time frame set forth under Public Contract Code section 4104.5(a). Notwithstanding, in the event CONTRACTOR discovers after the stated substitution request filing deadline that a designated material, product, thing, service or process is no longer available and/or the use of the

same is necessary to complete the project, CONTRACTOR may within thirty (30) days after award of the contract submit a "late substitution request", together with substantiating data for substitution of an "or equal" item for District's review and consideration. However, District shall have the sole discretion in granting such a late substitution request and shall not be required to accept the same even if the material, product, thing, service or process is equal or better in every respect. It should be emphasized that a Contractor's request to substitute an "equal" material, product, thing or service for one designated in the contract specifications and/or District's subsequent written approval thereof, shall not in any way authorize an extension of time for performance of this contract. Moreover, in event Contractor furnishes a material, product, thing or service that is more expensive than that specified, the difference in cost of such material, product, thing, service or process, so furnished shall be borne solely by Contractor.

Article 32. SHOP DRAWINGS

Contractor shall check and verify all field measurements, and shall submit with such promptness as to cause no delay in Contractor's own work or in that of any other Contractor three (3) copies, checked and approved by Contractor, of all shop or setting drawings, schedules and materials lists required for the work of various trades. Architect/Engineer shall check and approve within ten (10) working days such schedules and drawings only for conformance with design concept of project, and compliance with information given in contract documents. Contractor shall make any corrections required by Architect/Engineer; file with Architect/Engineer three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect/Engineer's approval of such drawings or schedules shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Architect/Engineer's attention to such deviations at time of submission and secured Architect/Engineer's written approval, nor shall it relieve Contractor from responsibility for errors in shop drawings or schedule.

Article 33. SAMPLES

Contractor shall furnish for approval, within ten (10) days following award of contract, all samples as required in specifications together with catalogs and supporting data required by Architect/Engineer. This provision shall not authorize any extension of time for performance of this contract. Architect/Engineer will check and approve such samples, within five (5) working days from receipt of same, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples.

Article 34. COST BREAKDOWN AND PERIODICAL ESTIMATES Contractor shall furnish on forms provided by District:

- (a) Within ten (10) days of award of contract, a detailed estimate giving complete breakdown of contract price.
- (b) A periodical itemized estimate of work done for purpose of making partial payments thereon.
- (c) Within ten (10) days of request by District, a schedule of estimated monthly payments which shall be due Contractor under the contract.

Values employed in making up any of these schedules will be used only for determining basis of partial payments, and will not be considered as fixing a basis for additions to or deductions from contract price.

- (d) Schedule of Values. Prior to submitting the first application for payment, Contractor must prepare and submit to the District a schedule of values apportioned to the various divisions and

phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

Article 35. PAYMENTS

(a) Each month, within fifteen (15) days after receipt of approved periodical estimate for partial payment, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of value of work performed up to last day of previous month, less aggregate of previous payments. Monthly payments shall be made only on basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth (5th) day of month during which payment is to be made. Work completed as estimated shall be an estimate only, and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract, and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by District or Architect, shall remain uncomplied with. The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by District. Acceptance will be made only by action of the Board of Supervisors in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract. At any time after fifty percent (50%) of the work has been completed, if District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full on actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.

(b) Contractor may elect to substitute or execute an escrow agreement (in the form prescribed by the Public Contracts Code) in place of retained funds held by District pursuant to Public Contract Code section 22300.

(c) District shall pay interest at the legal rate set forth in Code of Civil Procedure 685.010 in the event payment is not made within thirty (30) days of an undisputed properly submitted request.

Article 36. PAYMENT WITHHELD

In addition to amount which District may retain under article entitled "Payments," District may withhold a sufficient amount of amounts of any payment or payments otherwise due to Contractor, as in District's judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the project under this contract.

(b) Defective work not remedied.

(c) Failure of Contractor to make proper payments to subcontractors or for material or labor.

(d) Completion of contract, if there exists a reasonable doubt that contract can be completed for balance then unpaid.

(e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

District may apply such withheld amount to payment of such claims or obligations at District's discretion. In so doing, District shall be deemed the agent of Contractor, and any payment so made by District shall be considered as a payment made under contract by District to Contractor, and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 37. RESERVED

Article 38. DEDUCTIONS FOR UNCORRECTED WORK

If District deems it inexpedient to correct work injured or done not in accordance with contract, an equitable deduction from contract price shall be made therefore.

Article 39. PAYMENTS BY CONTRACTOR

Contractor shall pay:

- (a) For all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered;
- (b) For all materials, tools and other expendable equipment to the extent of ninety-five percent (95%) of cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools and equipment are delivered at site of project and balance of cost thereof not later than the thirtieth (30th) day following completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; and
- (c) To each of Contractor's subcontractors, not later than the fifth (5th) day following each payment to Contractor; the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

Article 40. CONTRACTOR'S SUPERVISION

Unless personally present on premises where work is being done, Contractor shall keep on the work, during its progress, a competent superintendent satisfactory to District.

Contractor represents and warrants that any superintendent, employee, subcontractor and agent who will be performing any of the duties and obligations of Contractor herein possess all required licenses and authorities, as well as the experience, training, and communication skills to perform such tasks and communicate with the District and its representatives.

Superintendent shall not be changed except with consent of District unless superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. Superintendent shall represent Contractor in Contractor's absence, and all directions given to superintendent shall be as binding as if given to Contractor. Other directions shall be so confirmed in written request in each case.

Contractor shall give efficient supervision to work, using Contractor's best skill and attention. Contractor shall carefully study and compare all drawings, specifications and other instructions, and shall at once report to Architect/Engineer any error, inconsistency or omission which Contractor may discover.

Article 41. INSPECTOR'S FIELD OFFICE

Contractor shall provide for use of District and its representative during construction working hours a temporary office of not less than seventy-five (75) square feet of floor area to be located as directed by District and its representative and to be maintained until removal is authorized by District and its representative. Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key, type walk,

or padlock hasp. A table satisfactory for study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate air conditioning and heating for the field office until authorized removal.

Article 42. DOCUMENTS ON WORK

Contractor shall keep one copy of all contract documents, including addenda and change orders which are a part of contract documents, on job at all times. Said documents shall be kept in good order and available to Architect/Engineer representatives. Contractor shall be acquainted with and comply with all California Administrative Code provisions relating to this project, including, but not limited to, Title 19.

Article 43. UTILITIES AND RELOCATION

(a) All utilities, including, but not limited to, electricity, water, gas and telephone used on work, shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary systems. If contract is for addition to existing facility, Contractor may, with written permission of District, use District's existing utilities by making prearranged payments to District for utilities used by Contractor for construction.

(b) Contractor shall not be assessed damages for delay in completion of the project when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for its removal or relocation.

In accordance with section 4215 of the Government Code, if the Contractor, while performing the contract, discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, Contractor shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specification with reasonable accuracy and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 37 hereof.

Article 44. SANITARY FACILITIES

Contractor shall provide a sanitary, temporary, portable toilet facility as directed by the District and its representative for the use of all workers. The building shall be maintained in a sanitary condition at all times, and shall be left at the site until removal is directed by the District and its representative.

Article 45. TRENCHES

(a) Trenching Requirements - Four Feet (4') Below the Surface. In the event the Project involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, Contractor shall:

- (1) Promptly, and before the following conditions are disturbed, notify District, in writing, of any:
- (A) Material that Contractor believes may be material that is hazardous waste, as defined in Health & Safety Code section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (B) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and
 - (C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.
- (2) In response to any written notice generated pursuant to paragraph (a) above, District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in paragraph 37 of the General Conditions.
- (3) In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.
- (b) Trenching Requirements □ Project in Excess of Twenty□Five Thousand Dollars (\$25,000) and Five Feet (5') Below the Surface. For projects involving both an estimated expenditure in excess of twenty□five thousand dollars (\$25,000) and the excavation of any trench five feet (5') or more in depth, Contractor shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. The plan must be accepted by District (or by a registered civil or structural engineer, employed by District, to whom authority to accept has been delegated) in advance of excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this paragraph shall allow Contractor to use a shoring, sloping, or protective system less effective than that required by California Construction Safety Orders. Further, nothing in this paragraph shall be construed to impose tort liability on District or any of its employees.

Article 46. PROTECTION OF WORK AND PROPERTY

Contractor shall be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence in connection with the prosecution of this contract, and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. All work shall be solely at Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work, and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on; about or adjacent to premises where work is being performed. Contractor shall erect and properly maintain, at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be prevention of accidents. Name and position of person so designated shall be reported to District by Contractor.

In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District and its representative, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor shall so act, without appeal, if so authorized or instructed by District and its representative. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations.

Contractor shall:

- (1) Enclose working area with a substantial dust reducing barrier and public safety barricade, and arrange work to cause minimum amount of inconvenience to public and District Staff in their regular business activities.
- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by Architect.
- (4) When directed by District, take preventative measures to eliminate objectionable dust.
- (5) Confine Contractor's apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect, and shall not unreasonably encumber premises with materials, and enforce all instructions of District and Architect regarding signs, advertising, fires, danger signals, barricades and smoking, and require that all persons employed on work comply with all regulations while on construction site. Hazardous materials of any kind are not allowed on site, without prior written approval from District.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to District.

Article 47. LAY OUT AND FIELD ENGINEERING

All field engineering required for laying out Contractor's work and establishing grades for earthwork operations shall be furnished by Contractor at Contractor's expenses. Such work shall be done by a qualified civil engineer approved by Architect/Engineer. Any required "As-Built" drawings of site development shall be prepared by the approved civil engineer.

Article 48. CUTTING AND PATCHING

Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or received by work of other Contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and Contractor shall make good after them as Architect/Engineer may direct. Contractor shall not endanger any work by cutting, excavating or otherwise altering work, and shall not cut or alter work of any other Contractor save with consent of Architect/Engineer.

Article 49. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by work; debris shall be removed from premises. Contractor shall not leave debris under, in or about the premises. Upon completion of work, Contractor shall clean any areas where debris has collected. Contractor shall remove temporary fencing, barricades, and any temporary facilities from site.

Article 50. CORRECTION OF WORK

Contractor shall promptly remove from premises all work determined by District as failing to conform to contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with contract documents without additional expense to District, and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal of replacement. If Contractor does not remove such work and materials within a reasonable time, fixed by written notice, District may remove the work and materials and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may liquidate such work and materials upon private sale, and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 51. ACCESS TO WORK

District and its representative shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that District's representative may perform their functions under contract.

Article 52. OCCUPANCY

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

Article 53. DISTRICT'S INSPECTOR

District may assign a representative to oversee work. Such representative shall have access to Inspector's Field Office and shall be fully informed of all progress and manner of work and character of materials. Representative shall have authority to stop work whenever provisions of the contract documents are not being complied with and Contractor shall instruct Contractor's employees accordingly. All work shall be under observation of said District and its representative. Such personnel shall have free access to any or all parts of work at any time. Contractor shall furnish District and its representative reasonable facilities "Inspector's Field Office" for obtaining such information as may be necessary to keep District and its representative fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill Contractor's contract. District and its representative shall have authority to stop work whenever provisions of contract documents are not being complied with, and Contractor shall instruct Contractor's employees accordingly.

Article 54. TESTS AND INSPECTIONS

If contract, District's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than District, Contractor shall inform District of the date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District, its representative and other public authority shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of District, its representative and public authority, it must, if required by District, its representative and public authority, be uncovered for examination and satisfactorily reconstruction at Contractor's expenses in compliance with contract.

Costs of tests of any material found to be not in compliance with contract shall be paid for by Contractor. See Comprehensive Specifications for materials to be tested. Where such inspection

and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency or District's representative, and not by Contractor. Contractor shall notify District a sufficient time in advance of manufacture of materials to be supplied by Contractor under contract which must by terms of contract be tested, in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection. Re-examination of questioned work may be ordered by District, and, if so ordered, work must be uncovered by Contractor. If such work be found in accordance with contract documents, District shall pay costs of re-examination and replacement. If such work be found not in accordance with contract documents, Contractor shall pay such costs.

Article 55. SOILS INVESTIGATION REPORT

When a soils investigation report obtained from test holes in site is available, such report shall not be part of this contract. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only and is not guaranteed, and does not form a part of the contract. Contractor is required to make a visual examination of site, and must make whatever tests Contractor deems appropriate to determine underground condition of soil. Contractor agrees that it will make no claim against District for damages in the event that, during progress of the work, Contractor encounters subsurface or latent conditions at site materially differing from those shown on drawings or indicated in specifications, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in plans and specifications.

Article 56. ARCHITECT/ENGINEER'S AND CONSTRUCTION MANAGER'S STATUS The construction manager shall be District's representative during the construction period, and shall observe the progress and quality of the work on behalf of District. The construction manager shall have the authority to act on behalf of District only to the extent expressly provided in the contract documents. The construction manager shall have authority to stop work whenever such stoppage may be necessary in construction manager's reasonable opinion to insure the proper execution of the contracts. The Architect/Engineer shall be, in the first instance, the judge of compliance with the design intent of the contract documents.

Article 57. RESERVED

Article 58. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

Article 59. LABOR - EMPLOYMENT SAFETY

Contractor shall maintain emergency first aide treatment for Contractor's employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A. 651, et seq.).

Article 60. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

Article 61. ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS (CLAYTON ACT AND CARTWRIGHT ACT)

Bidder shall comply with the following:

"In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties." Cal Pub Contract Code § 7103.5(b)

Article 62. SUBSTITUTION OF SECURITY

Upon Contractor's request, District will make payment of funds withheld from progress payments to ensure performance under the contract pursuant to the requirements of California Public Contracts Code, section 22300, if the Contractor deposits in escrow with District, or with a bank acceptable to District, securities eligible for investment under Government Code section 16430 or bank savings and loan certificates of deposit, subject to the following conditions:

- (a) Contractor shall bear the expense of District and the escrow agent, and District and the bank, in connection with the escrow deposit made.
- (b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amount of retention to be paid to the Contractor pursuant to this Article.
- (c) Contractor shall enter into an escrow agreement satisfactory to District, which agreement shall include provisions governing, inter alias:
 - (1) the amount of securities to be deposited,
 - (2) the providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - (3) conversion of cash to provide funds to meet defaults by Contractor including, but not limited to, termination of Contractor's control over the work, stop notice filed pursuant to law or other amounts to be kept or retained under the provisions of the contract,
 - (4) decrease in value of securities on deposit,
 - (5) the termination of the escrow upon completion of the contract.
- (d) Contractor shall obtain the written consent of the surety to such agreement.

Article 63. NON-DISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- (a) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave. Contractor and its subcontractors shall insure

that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. section 794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

(b) Contractor and its subcontractors shall reference and abide by the guidance and Disadvantaged Business Enterprise specifications contained in the California Department of Transportation's Local Programs Procedures 06-01 (which has been approved and released at <http://www.dot.ca.gov/> when working pursuant to this Agreement.

Article 64. SPECIAL CONDITIONS

(a) The work shall be commenced on the date stated in District's Notice to the Contractor to Proceed which date will not be greater than ten (10) consecutive calendar days from and after the date of execution of the contract, and shall be completed within ninety (90) working days from and after the date stated in such notice. (See Article 2 of Agreement and Article 6 of General Conditions.)

(b) The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions is three (3).

(c) The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for the Public Works required is six (6).

Article 65. CONTRACT CONSTRUCTION

This contract has been reviewed by legal counsel for both District and Contractor, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this contract and/or any and all amendments thereto.

Article 66. COGNIZANCE OF VIOLATIONS BY District

(a) Contractor understands and agrees that District shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.

(b) If District determines as a result of its own investigation that there has been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor Code and withholds payment to Contractor, the procedures in California Labor Code section 1771.6 shall be followed.

(c) District may bring an action in a court of competent jurisdiction to recover from Contractor the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the

California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:

- (1) District previously affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the Work was not a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or
- (2) District received actual written notice from the Department of Industrial Relations that the Work is a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to Contractor before the bid opening or award.

Article 67. LABOR STANDARDS COMPLIANCE REQUIREMENTS

(a) It is Contractor's responsibility to provide all labor compliance documentation from its subcontractors completely and accurately in a timely manner. Contractor is responsible to review promptly and then forward on all required documentation to District per the time schedules in the Labor Compliance Handout. Included with the Labor Compliance Handout, District will provide training, documentation requirements, forms, etc., at the preconstruction conference or at a time designated by District.

For those Public Works Projects that are subject to the State Department of Industrial Relations (DIR), Division of Labor Standards Enforcement (DLSE) compliance monitoring and enforcement it is the Contractor's responsibility to submit certified payroll records directly to the state Compliance Monitoring Unit (CMU). More information concerning state compliance can be found at

<https://www.dir.ca.gov/Public-Works/publicworks.html>. The responsibility for compliance with these provisions is fixed with the Contractor.

(b) In the event, during the review process of labor compliance documentation from District's labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from Contractor the items, revisions and documentation needed. The cost of this additional labor compliance enforcement shall be borne by Contractor.

Article 68. CONFLICT OF INTEREST AND GRATUITIES

(a) Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further agrees that in the performance of this Agreement, no person having any such interest shall be employed.

(b) Contractor agrees to designate such person or persons who have responsibility for carrying out the services under this Agreement and that such person or persons as may be designated shall take any and all actions necessary to comply with District's Conflict of Interest Code adopted pursuant to California Government Code section 81000 to the extent required thereunder.

(c) If it is found, after notice and hearing by District, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee or agent of District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of this Agreement, District may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement and/or may pursue such other rights and remedies provided by law or under this Agreement.

(d) In the event this Agreement is terminated as provided herein, District shall be entitled (1) to pursue the same remedies against Contractor as it could pursue in the event of a breach of the Agreement by Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by District) which shall be

not less than three (3) nor more than ten (10) times the costs incurred by Contractor in providing any such gratuities to any such officer, employee or agent.

Article 69. FEDERAL CONTRACT REQUIREMENTS

(a) Signage Requirements.

(1) Project Identity Signage. Contractor is required to provide and install the required project identity signage as detailed in the Plans and Specifications, in the size and at the location indicated by the Director of Public Works or his/her designee, and to maintain the signage in good condition for the duration of the Project. The signage may not be removed until the Notice of Completion is recorded or by written direction of the Director of Public Works or his/her designee.

(2) Required Employee Signage and Posters. Contractor is required to provide and install the Federal and State required employee posters and the required material pertaining to the required labor standards provisions are posted (including, but not limited to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the worksite in a prominent and accessible place.

(3) Section 3 Compliant Signage. If required by District, Contractor is directed to provide and install the "Offer for Employment" signage as detailed in the Plans and Specifications in the size and at the location indicated by the Director of Public Works or his/her designee and to maintain the signage in good condition for the duration of the Project. The signage may not be removed until the Notice of Completion is recorded or by written direction of the Director of Public Works or his/her designee.

(b) Housing And Urban Development Act Compliance. When applicable, Contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (42 U.S.C. 3601 et seq.) which provides that to the greatest extent feasible, Contractor shall provide job training, employment and contracting opportunities for low- or very low income residents in connection with the Project. The responsibility for compliance with these provisions is fixed with Contractor.

(c) Copeland "Anti-Kickback" Act Compliance. When applicable, Contractor agrees to comply with the Copeland Act (18 USC §874 and 40 USC §276c; 29 CFR Part 3) which precludes Contractor and its subcontractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. Contractor and its subcontractors shall submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period. Contractor understands and agrees that should Contractor its subcontractors induce an employee working on a covered contract to give up any part of the compensation to which he or she is entitled, the inducing party may be subject to a five thousand dollar (\$5,000) fine, or imprisonment for up to five (5) years, or both. Contractor also understands and agrees that willful falsification of the statement of compliance may subject the employer to civil or criminal prosecution and may be cause for contract termination or debarment. The responsibility for compliance with these provisions is fixed with Contractor.

(d) Fair Labor Standards Act Compliance. When applicable, Contractor agrees to comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 201 et seq.) which establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting full-time and part-time workers on the Project. The responsibility for compliance with these provisions is fixed with Contractor.

(e) Certification Regarding Debarment, Suspension and Other Responsibility Matters. When applicable, Contractor agrees to execute a certification regarding debarment, suspension and other responsibility matters. The responsibility for compliance with this provision is fixed with Contractor.

(f) Federal Equal Employment Opportunity Construction Contract Specifications. When applicable, Contractor agrees to incorporate the notice set forth in paragraph (d) of 41 C.F.R. 60-4.2 relating to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications." The responsibility for compliance with this provision is fixed with Contractor.

(g) Clean Air Act and the Federal Water Pollution Control Act. When applicable, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Presidential Executive Order 11738 and Environmental Protection Agency regulations set forth at 40 C.F.R. Part 15. Contractor understands and agrees that violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. The responsibility for compliance with these provisions is fixed with Contractor.

(h) Prohibition on the Use of Federal Funds for Lobbying. When applicable, Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. The responsibility for compliance with this provision is fixed with Contractor.

(i) Federal Employment Eligibility Verification. Contractor shall verify name, date of birth and social security number, along with immigration information for non-citizens in order to verify the identity and employment eligibility of both citizen and non-citizen new hires. The responsibility for compliance with this provision is fixed with Contractor.

(j) The Civil Rights, HCD and Age Discrimination Act Assurances. During the performance of this Agreement, Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits or be subjected to discrimination based on race, color, national origin, gender, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations. The responsibility for compliance with these provisions is fixed with Contractor.

(k) Standard Equal Opportunity Clause.

(1) Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"During the performance of this contract, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disabilities. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disabilities.

(C) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

(G) The Contractor will include the portion of the sentence immediately preceding paragraph "1" and the provisions of paragraphs "1" through "7" in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Contractor will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

(1) Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided that if Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Agreement.

(2) Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(3) Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred

from, or who has not demonstrated eligibility for, government contracts and federally-assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Contractor agrees that if it fails or refuses to comply with these undertakings, District may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this funding commitment (contract, loan, grant, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

Article 70. INELIGIBILITY

If the Bidder has been deemed ineligible to perform work on public works projects pursuant to Labor Code Sections 1777.1 or 1777.7, then it shall be prohibited from bidding on, being awarded a contract for, or performing work as a subcontractor on this project, or any other public works project within the state of California.

Article 71. RESOLUTION OF CLAIMS

(a) Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be submitted no later than (a) 30 days after the dispute resolution process set forth in Section 5-1.43 is complete or (b) 30 days after the occurrence of the event giving rise to the claim.

(b) In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District; (b) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the District.

(c) The Contractor shall furnish reasonable documentation to support the claim, including, but not limited to: 1) a clear concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract upon which the claim is based. 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific work activities affected by the claim, 4) a time impact analysis in the event that Contractor request a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act. Government Code Section 12650 et seq. The undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The District reserves the right to request additional documentation, or clarification of the documentation provided.

(d) Upon receipt of a claim, the District will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The District and Contractor may, by

mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the District must make payment within 60 days of its issuance of the written statement.

(e) If the Contractor disputes the District's written statement, or if the District fails to respond, the Contractor may demand an informal conference to meet and confer for the settlement of the issues in dispute. The District will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference. The District will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

(f) After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration as applicable, if mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

(g) Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally amounts not paid in a timely manner shall bear interest at 7 percent per year.

(h) In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action.

(i) In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to the Code of Civil Procedure Section 1141.10 et. seg. If the matter remains in dispute after judicial arbitration, the District or the Contractor may request a trial de novo.

Article 72. MISCELLANEOUS

(a) Entire Agreement. This Agreement contains the entire agreement between District and Contractor relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or verbal.

(b) Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of District.

(c) Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

(d) Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms thereof.

(e) Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(f) Gender and Interpretation of Terms and Provisions. As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include a gender. Contractor as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include singular and the plural, a corporation, a partnership, individual, firm, or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity. All

covenants herein contained on the part of Contractor shall be joint and several if more than one person, firm or entity executes this Agreement.

(g) Waiver. No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be consent to any further or succeeding breach of the same or any other covenant or condition.

(h) Attorneys' Fees and Costs. If either Party herein brings an action to enforce the terms thereof or to declare rights hereunder, the prevailing Party in any such action, on trial or appeal, shall be entitled to reasonable attorneys' fees as fixed by the court and actual costs to be paid by the losing Party.

(i) Authority.

(1) Each individual executing this Agreement on behalf of Contractor represents and warrants that:

(A) He/She is duly authorized to execute and deliver this Agreement on behalf of Contractor;

(B) Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of Contractor and;

(C) This Agreement is binding upon Contractor in accordance with its terms.

(2) Contractor shall deliver to District evidence acceptable to District of the foregoing within thirty days of execution of this Agreement.

(j) Counterparts. This Agreement may be executed in counterparts.

(k) Review of Agreement Terms. This Agreement has been reviewed and revised by legal counsel for both District and Contractor, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

GENERAL CONDITIONS

EXHIBIT "1"

PERFORMANCE BOND

Whereas, the Board of Directors of the Salton Community Services District, and LZ Construction, Inc., a California corporation, (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated October 21st, 2026, and identified as project Salton Community Services District, SALTON CITY PARK RESTROOM IMPROVEMENTS, District Project No. SCP 1 is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and [INSERT NAME OF BONDING COMPANY] (hereinafter designated as "surety"), are held and firmly bound unto the Salton Community Services District (hereinafter designated as "District") in the penal sum of One Hundred Thirty Four Thousand Seven Hundred Seventy Eight Dollars and eighty four cents (\$134,778.84) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on October 21st, 2026.

Principal

By: _____

Surety

By: _____

Attorney-In-Fact

[Attach Required Acknowledgment]

**GENERAL CONDITIONS
EXHIBIT “2”**

PAYMENT BOND

Whereas, The Board of the Salton Community Services District, County of Imperial, State of California, and LZ Construction, Inc., a California corporation hereinafter designated as "the principal") have entered into an agreement whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated October 21st, 2026, and identified as project Salton Community Services District, SALTON CITY PARK RESTROOM IMPROVEMENTS, District Project No. SCP-1, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Salton Community Services District to secure the claims to which reference is made in Title 3 (commencing with section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the Salton Community Services District and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with section 9000) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Thirty Four Thousand Seven Hundred Seventy Eight Dollars and eighty four cents (\$134,778.84), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Salton Community Services District in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on October 21st, 2026.

Principal

By: _____

Surety

By: _____

Attorney-In-Fact

[Attach Required Acknowledgment]

**EXHIBIT “B”
(ATTACH PROPOSAL)**

**EXHIBIT “C”
(ATTACH CHANGE ORDERS, IF ANY)**

**EXHIBIT “D”
(ATTACH CERTIFICATES OF INSURANCE)**

EXHIBIT "E"
(NON-COLLUSION AFFIDAVIT, ETC)

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation? Yes _____ No _____.

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, section 112, the bidder hereby states under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Note: The above Statement questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute Signature of this Statement, Questionnaire, and Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code section 10285.1 (Chapter 376, Stat. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state of federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in section 10285.1

NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" or "HAS NOT" IN ONE OF THE BLANK SPACES PROVIDED. THE ABOVE STATEMENT IS PART OF THE PROPOSAL. SIGNING THIS PROPOSAL ON THE SIGNATURE PORTION THEREOF SHALL ALSO CONSTITUTE SIGNATURE OF THIS STATEMENT.

BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION Labor Code section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a Certificate of Consent to Self Insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to be self-insured and to pay any compensation that may become due to his or her employees."

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

Name of Bidder

By: _____
(Signature of Bidder)

(Print/Type Signator's Name)

(Print/Type Title)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



Salton Community Services District

MEETING DATE: 10/21/2026 Item Number: 14. B

STAFF REPORT

TO: Board of Directors

FROM: Staff

SUBJECT: Grounds Equipment: Ryobi Battery Replacement vs. Commercial Diesel Mower Acquisition

Purpose

To evaluate whether the District should reinvest \$8,080.02 into replacement battery packs for the existing Ryobi electric mower or transition to a commercial-grade diesel mower/tractor (**\$21,430 – \$25,230**), in light of severe battery overheating and ongoing reliability issues with the current electric unit.

Cost & Option Summary

- **Option 1: Lawnmower Center – Ryobi Batteries (\$8,080.02)**

Restores the existing mower with (4) 40V 12Ah batteries, (4) 80V 14Ah batteries, and fast chargers.

- **Option 2: Eberhard Equipment – Kubota Diesel Zero-Turn (~\$22,709 – \$25,227 est. w/ tax)**

ZD1011 (54") or ZD1021 (60") 3-cylinder liquid-cooled diesel mower, sun canopy, and powered bagger.

- **Option 3: RDO Equipment – John Deere X758 Diesel Tractor (\$21,430.76 tax incl.)**

Liquid-cooled diesel AWD tractor, 54" shaft-driven deck, 3-bag collection hopper, and a 4-year/700-hour bumper-to-bumper warranty.

Key Operational Findings

- **Battery Overheating & Thermal Shutdown:** In local desert ambient temperatures, lithium-ion battery management systems trigger safety thermal shutoffs during routine mowing. This causes work stoppages, cuts daily operational runtime short, and prevents staff from completing grounds maintenance schedules.
- **Accelerated Battery Degradation:** Sustained exposure to high heat drastically shortens the lifespan of lithium-ion cells, causing noticeable loss of run-time capacity within 2 to 3 years. At \$1,229.99 per 80V battery pack, replacement costs will remain a recurring liability.
- **Sunk Cost on a Failing Unit:** The Ryobi mower has already experienced mechanical breakdowns requiring off-site repair. Spending over \$8,000 on consumable batteries leaves the aging drive motors, electronics, deck spindles, and chassis out of warranty and prone to repeat breakdowns.
- **Commercial Diesel Reliability:** Liquid-cooled diesel engines operate continuously in extreme summer heat without thermal shutdowns or power throttling.

Quote for Batteries

Q U O T A T I O N

PAGE: 1

LAWNMOWER CENTER
1690 MAIN STREET
RIVERSIDE, CA 92501
Phone #: (951)682-9753
Fax #: (951)682-2417

PHONE #: (760)883-9291
CELL #:
ALT. #:
P.O.#:
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: 9/2/2026
ORDER #: **26594**
CUSTOMER #: **10452**
CP: **RON**
LOCATION: **1**
STATUS: **Active**

BILL TO 10452

Salton Community Service District
1209 Van Buren Ave
Thermal, CA 92274

SHIP TO

Salton Community Service District
1209 Van Buren Ave
Thermal, CA 92274

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
****	M	205750004DG9 40V 12.0Ah BATTERY	4	\$549.99	\$549.99	\$2,199.96
****	M	140458002 40V FAST CHARGER	1	\$89.99	\$89.99	\$89.99
****	M	207015007DG9 80V 14AH Battery	4	\$1,229.99	\$1,229.99	\$4,919.96
****	M	140494014 80V CHARGER	1	\$219.99	\$219.99	\$219.99

Prices reflected on this quote are valid for 30 days.

SUBTOTAL: **\$7,429.90**
TAX: **\$650.12**
ORDER TOTAL: **\$8,080.02**

Authorized By: _____

Quote for Lawnmowers



General Retail Purchase Order

Eberhard Equipment

86-100 Avenue 54 - Coachella, CA 92236
Phone (760) 398-4141 - Fax (760) 398-6635



Kubota

Date 8/13/2026

Invoice # _____

Buyer Salton Community Services District

Phone _____

Address _____

City, State, ZIP _____

Stock #	Equipment Description	Serial Number	Amount
TBA	ZD1011-3-54 Kubota Zero Turn Mower 19.3hp, 3cyl diesel, Canopy		
	54" Pro-Deck/ACS, 2 bag bagger powered, hitch		\$20,882
	ZD1021-3-60 Kubota Zero Turn Mower 21.6hp Kubota diesel engine		\$23,197
	60" Pro Deck/ACS, 2 bag powered bagger, hitch, Canopy		

Bill of Sale for Property Taken In Trade

For value received I/we hereby bargain and sell, grant and deliver unto Eberhard Equipment No. 2

Equipment Description	Serial #	Amount	Total Before Sales Tax	Sales Tax	RESELL	plus tax
			Total Cash			
			Trade In	\$ -		
			Less Owing	\$		
			Net Value	\$		
			Cash to Seller	\$		
			Rent Applied	\$		
			Total Down Payment			
			Cash Balance			
			Unpaid Balance			

I/We hereby certify that there is no lien, claim, debt, mortgage, or encumbrance of any kind, nature, or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property.

Signed _____

Financial Instructions:

Delivery Instructions:

Additional Service Instructions:

Special Agreements:

Warranty:

Purchaser:

A finance charge of 1.5% per month charged on all delinquent accounts or agreements, which is an annual percentage rate of 18%. In the event of commencement of suit to enforce payment of this agreement, I agree to pay such additional sum as attorney fees and court costs as the court may adjudge reasonable.

Salesman:

Sales Manager:



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
3275 Hwy 86
Imperial CA, 92251
Phone: (760) 355-7829 - Fax: (760) 355-1821



WARNING

Warning: Cancer and
Reproductive Harm.

For more information go to:
www.P65Warnings.ca.gov

Proposal for:
SALTON COMMUNITY SERVICES DISTRICT
PO BOX 5268
SALTON CITY, CA, 922755268
IMPERIAL

Investment Proposal Date: 7/30/2026
Pricing Valid Until: 8/13/2026
Deal Number: 2054670
Customer Account#: 7771737
Account Manager: Armando Galicia
Phone: 1 (760) 355-7815
Fax: 1 (760) 355-1821
Email: AGalicia@rdoequipment.com

Comments

X758 has 48 month or 700 hrs bumper to bumper standard warranty.

Equipment Information

Quantity	Serial Number Stock Number	Hours {approx.}	Status / Year / Make / Model Additional Items	Cash Price
1	1M0X758AATM140784 Z234391	0	New 2026 JOHN DEERE X758 Inside Parts BM21682 Chute Inside Parts BM20671 3 Bag Hopper Inside Parts BUC10282 MCS Blower	\$17,445.70 \$0.00 \$0.00 \$0.00
1	TBD TBD		New 2026 JOHN DEERE 54HC	\$2,443.64
Equipment Subtotal:				\$19,889.34

Purchase Order Totals

Balance:	\$19,889.34
CA STATE TAX:	\$1,193.36
CA COUNTY TAX:	\$49.72
CA SPECIAL TAX:	\$298.34
Sales Tax Total:	\$1,541.42
Sub Total:	\$21,430.76
Cash with Order:	\$0.00
Balance Due:	\$21,430.76

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	1M0X758AATM140784	2026 JOHN DEERE X758	001A UNITED STATES AND CANADA YENV ENVIRO CRATE YAF0 FREIGHT CHARGE YMDF MDF CHARGE
1	TBD	2026 JOHN DEERE 54HC	907BM 54-in. Shaft Drive High Capacity Mower Deck (54 HC) 001A United States and Canada 3425 Standard Connect

Quote for Rental Lawnmowers



1549 Dogwood
El Centro, CA 92243
Ph: 760-352-3832
Fax: 760-352-7587

1676 Main Street
Brawley, CA 92227
Ph: 760-623-1095
Fax: 760-550-6840

CONTRACT
NUMBER

2652 -01

DATE AND
TIME IN

DATE AND
TIME OUT

10/30/2026

7.00 AM

RENTED AND/OR SOLD TO

Quote

ADDRESS AT WHICH EQUIPMENT WILL BE USED

Account #: 1926
SALTON COMMUNITY SERVICES DIST
P.O. BOX 5268
SALTON CITY, CA 92275

760-394-4446

WRITTEN BY
TRINI OCEJO

CHECKED IN BY

EQUIP. ORDERED BY
QUOTE

EQUIP OR JOB LOCATION

QUOTE

CAR LICENSE NUMBER

DRIVER'S LICENSE NUMBER
P14XXXXX

P.O. NO. OR JOB NO.
QUOTE

DATE AND TIME DUE IN

See Details Below

Item #	Description	Quantity	ITEMS RENTED AND/OR SOLD	Rates	M	W	D	H	Date&Time Due	Amount
KU-130-07	MOWER RIDING TORO ZERO TURN 42"	1		WKL 350.00		1			11/06/2026 7.00 AM	350.00
100.00 Minimum	100.00 Day 100.00 24 Hrs 350.00 1 Week 1050.00 4 Wks									
Serial# 414209710										
TR-181-02	TRAILER 18FT 83"X18' DEMO	1		WKL 200.00		1			11/06/2026 7.00 AM	200.00
110.00 Minimum	110.00 Day 110.00 24 Hrs 400.00 1 Week 995.00 4 Wks									
Serial# 3J9EX1820FM022491										



All renters of rented equipment, construction equipment or vehicles must comply with the California renewable diesel fuel requirements (California State Regulation Section 24491 (f) (4))

DAMAGE WAIVER CHARGE (DWC) %
OF RENTAL CHARGE. RENTER MAY, BY INITIALS
HEREON, DECLINE BENEFITS OF PARAGRAPH
13, DAMAGE WAIVER, ON REVERSE SIDE OF
THIS CONTRACT.

DWC IS NOT INSURANCE.

DECLINES
(INITIALS)

☐ SINGLE SHIFT 8 Hrs. Regular Time
☐ DOUBLE SHIFT Over 8 Hrs. Time & Half
☐ TRIPLE SHIFT Over 16 Hrs. Double Time

CASH
CREDIT CARD
CHECK

I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I also agree to the damage waiver charges. I have received a copy of this agreement.

Lessee's Signature _____

Print Name & I.D. _____

Work # _____ Cell # _____

Total Rental	550.00
Damage Waiver	77.00
Subtotal	627.00
Sales Tax (ST)	45.38
Total	672.38
Total Required	672.38

The above prices are an estimate. DO NOT PAY OFF THIS CONTRACT!! Wait for final invoice. Thank you.

Quote Date: 10/14/2026

110



1549 Dogwood
El Centro, CA 92243
Ph: 760-352-3832
Fax: 760-352-7587

1676 Main Street
Brawley, CA 92227
Ph: 760-623-1095
Fax: 760-550-6840

CONTRACT
NUMBER

2652 -01

DATE AND
TIME IN

DATE AND
TIME OUT

10/30/2026

7.00 AM

RENTED AND/OR SOLD TO

Quote Adjustment

ADDRESS AT WHICH EQUIPMENT WILL BE USED

Account #: 1926

SALTON COMMUNITY SERVICES DIST

P.O. BOX 5268

SALTON CITY, CA 92275

760-394-4446

WRITTEN BY
TRINI OCEJO

CHECKED IN BY

EQUIP. ORDERED BY
QUOTE

EQUIP OR JOB LOCATION
QUOTE

CAR LICENSE NUMBER

DRIVER'S LICENSE NUMBER
P14XXXXX

P. O. NO. OR JOB NO.
QUOTE

DATE AND TIME DUE IN
See Details Below

Item #	Description	Quantity	ITEMS RENTED AND/OR SOLD	Rates	M	W	D	H	Date&Time Due	Amount
KU-130-07	MOWER RIDING TORO ZERO TURN 42"	1	4WK	1050.00	1				11/27/2026 7.00 AM	1050.00
100.00 Minimum	100.00 Day 100.00 24 Hrs 350.00 1 Week 1050.00 4 Wks									
Serial# 414209710										
TR-131-02	TRAILER 18FT 83"X18' DEMO	1	4WK	500.00	1				11/27/2026 7.00 AM	500.00
110.00 Minimum	110.00 Day 110.00 24 Hrs 400.00 1 Week 995.00 4 Wks									
Serial# 3J9EX1820FM022491										



All renters of rented equipment, construction equipment or vehicles must comply with the California renewable diesel fuel requirements (California State Regulation Section 24491 (f) (4))

DAMAGE WAIVER CHARGE (DWC) %
OF RENTAL CHARGE. RENTER MAY, BY INITIALS
HEREON, DECLINE BENEFITS OF PARAGRAPH
13, DAMAGE WAIVER, ON REVERSE SIDE OF
THIS CONTRACT.

DWC IS NOT INSURANCE.

CASH
CREDIT CARD
CHECK

DECLINES
(INITIALS)

PROMPT RETURN OF YOUR RENTAL SAVES
YOU MONEY. ALL TIME IS CHARGED INCLUDING
SATURDAY, SUNDAY AND HOLIDAYS.

☐ SINGLE SHIFT 8 Hrs. Regular Time
☐ DOUBLE SHIFT Over 8 Hrs. Time & Half
☐ TRIPLE SHIFT Over 16 Hrs. Double Time

Total Rental 1550.00
Damage Waiver 217.00
Subtotal 1767.00
Sales Tax (ST) 127.88
Total 1894.88

I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I also agree to the damage waiver charges. I have received a copy of this agreement.

Lessee's Signature _____

Print Name & I.D. _____

Work # _____ Cell # _____

The above prices are an
estimate. DO NOT PAY OFF THIS
CONTRACT!! Wait for final
invoice. Thank you.

Quote Date: 10/14/2026, Last Adj.: 10/14/2026, Time: 10:33

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