

*Salton Community Services District*

**REGULAR MEETING *Agenda***

**July 19, 2023**

**Closed Session 1:00 p.m.**

**Open Session 2:00 p.m.**

**1209 Van Buren Ave.**

**Salton City, CA 92275**

**[www.saltoncsd.ca.gov](http://www.saltoncsd.ca.gov)**

**BOARD OF DIRECTORS:**

Michelle Gilmore, President  
Michael Friese, Vice President  
Manuel Ramos, Director  
Lidia A. Sierra, Director  
Dale Johnson, Director

**STAFF:**

Emmanuel Ramos, Interim General  
Manager  
Thania Garcia, Board Secretary  
Christina Sutton, Finance Officer  
Oracio Lemus, Leadman  
Stephen Prager, Park Supervisor

**1. CALL TO ORDER: 1:00 p.m.**

**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 each person.

**4. CLOSED SESSION ITEMS:**

- A. Notice of Filing of Discrimination Complaint: Civil Rights Department, State of California, Business, Consumer Services and Housing Agency David Dale vs. Salton Community Services District (Ms. Lydia A. Sierra) (Case Number: 202210-18578217; EEOC Number: 37A-2023-01476)
- B. CONFERENCE WITH LEGAL COUNSEL-Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) Roxana Chavez v. Salton Services Community District, et al. Imperial County Superior Court Case No.: ECU002702

C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case:  
SALTON COMMUNITY SERVICES DISTRICT, a California special district,  
Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-  
50, inclusive (Imperial County Superior Court Case # ECU002875

**5. OPEN SESSION: 2:00pm**

**6. PLEDGE OF ALLEGIANCE: Michelle Gilmore, President**

**7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:**

**9. 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.

**10. BOARD MEMBER COMMENTS:**

**11. 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 Meeting of June 17, 2023.
- B. Approve demands for the month of June 2023.
- C. Approval of Slovak Baron Empey Murphy & Pinkney LLP, Attorney at Law.  
Demand in the amount of (\$8,995.94) for June.

**12. REPORTS:**

- A. Interim General Manager's report
- B. Finance Officer's report
- C. Field Foreman's report

D. Park Supervisor's report

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

A. Architectural Committee Report

**14. UNFINISHED BUSINESS:**

A. Michelle Gilmore to nominate a new member to the Architectural Committee.

**15. NEW BUSINESS:**

A. Discussion and Approval for the Notice Inviting Bids Packet for the Desert Shore Project.

B. **RESOLUTION NO. 2023-07-19-01** THE SECOND RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT CENSURING DIRECTOR LIDIA A. SIERRA FOR DEROGATORY COMMENTS TO DISTRICT EMPLOYEES.

**16. PUBLIC HEARINGS**

A. **DISCUSSION AND APPROVAL RESOLUTION NO. 2023-07-19-02** OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ESTABLISHING RATES FOR WASTEWATER SERVICE FEE.

B. CEQA Determination: The adoption for sewer rates is statutorily exempt from the California Environmental Quality Act ("CEQA"). Public Resources Code Section 21080(b)(8) and State CEQA Guidelines Section 15273(a).

C. **DISCUSSION AND APPROVAL RESOLUTION NO. 2023-07-19-03** RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF THE ANNUAL SEWER USER FEE AND DIRECTING THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE FISCAL YEAR 2023-2024 SEWER USER FEES ON THE TAX ROLL.

**D. DISCUSSION AND APPROVAL RESOLUTION NO. 2023-07-19-04**  
OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF THE ANNUAL SEWER STANDBY CHARGE AND DIRECTING THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE FISCAL YEAR 2023-2024 SEWER STANDBY CHARGE ON THE TAX ROLL

**E. DISCUSSION AND APPROVAL RESOLUTION NO. 2023-07-19-05**  
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF THE ANNUAL SEWER MAINTENANCE STANDBY CHARGE AND DIRECTING THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE FISCAL YEAR 2023-2024 SEWER MAINTENANCE STANDBY CHARGE ON THE TAX ROLL.

**17. ADJOURNMENT:**

---

**Sonia Thania Garcia, Secretary of the Board**

Upon written request, this agenda will be made in 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***

**June 21, 2023**

**Closed Session 1:00 p.m.**

**Open Session 2:00 p.m.**

**1209 Van Buren Ave.**

**Salton City, CA 92275**

**[www.saltoncsd.ca.gov](http://www.saltoncsd.ca.gov)**

**BOARD OF DIRECTORS:**

Michelle Gilmore, President  
Michael Friese, Vice President  
Manuel Ramos, Director  
Lidia A. Sierra, Director  
Dale Johnson, Director

**STAFF:**

Emmanuel Ramos, Interim General  
Manager  
Thania Garcia, Board Secretary  
Christina Sutton, Finance Officer  
Robert Dunning, Field foreman  
Stephen Prager, Park Supervisor

**1. CALL TO ORDER: 1:00 p.m.**

**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 each person.

**4. CLOSED SESSION ITEMS:**

- A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case:  
SALTON COMMUNITY SERVICES DISTRICT, a California special district,  
Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-  
50, inclusive (Imperial County Superior Court Case # ECU002875)
- B. Notice of Filing of Discrimination Complaint: Civil Rights Department, State of  
California, Business, Consumer Services and Housing Agency David Dale vs.  
Salton Community Services District (Ms. Lydia A. Sierra) (Case Number: 202210-  
18578217; EEOC Number: 37A-2023-01476)

C. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d)  
of Section 54956.9: (One potential case)

5. **OPEN SESSION:** 2:00pm

6. **PLEDGE OF ALLEGIANCE:** Michelle Gilmore, President

7. **ANNOUNCEMENT OF CLOSED SESSION ACTIONS:**

The board changed the order of the announcements item A was moved to C.

A. Mr. Mansfield defaulted failed to respond to the lawsuit so the district is taking his defaults and the district will be following through on that.

B. Regarding both matters the board met with the Labor Employment Attorney from our firm. Who is advising the district and got an update one of them is a new matter of a potential case that case involves potential threat of litigation by another employee that involves allegations concerning the conduct of one of our board members Lidia Sierra. The board was advised by Labor attorney about the potential consequences of this potential litigation involving the conduct of Ms. Sierra. The district has an obligation to protect employees and provide them with a decent safe and mentally healthy workplace and that is the concern here. When board member Sierra has engaged in conduct which is disrespectful and discriminatory towards one of the employees. That is the second employee now who has made a complaint of discriminatory and disrespectful conduct. The existing matter with the Civil Rights Department State of California Business Consumer Services and housing agency. So, this is an administrative action that is brought with the state agency by having one of the employees make a complaint against this individual obviously the state acted. They did elect to file an administrative claim against the Salton Community Services District based on the conduct of Lidia Sierra. Ms. Sierra is not presently named in that administrative action we don't know what's going to happen with the most recent claim that has been made. It could be that she is named like the one from David Dale only the district will be named obviously this creates the potential that this district is going to have to pay conduct that has been continuing and ongoing issue and this director has been advised in the past. The Board has been presented with a draft of a letter to Ms. Sierra recommending that she be censured further stating that she will not be entitled to a legal defense for her unlawful conduct.

## **9. 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.

**Lizabeth Flowers-** If we don't defend her in the Lawsuit and she comes out showing that she was falsely accused or its not valid. Can she sue the district for not defending her I am assuming I can be wrong that was likely in her contract? When signing up to be a board member. Have we sought any further grants? For anything in terms of you know trees sewer systems. Have we been searching for grants if so, which ones have we come up with? And we get a list of grants.

**Christina Sutton-** I just wanted to take some time to introduce our new interpreter she comes very highly recommended she is very professional her name is Ms. Esmeralda Garcia. This is her first day with us and thank you again for joining us and welcome to the family.

## **10. BOARD MEMBER COMMENTS:**

**Michelle Gilmore-** *President Gilmore presented information regarding LAFCO monthly meetings, as well as pointing out printed handouts of the minutes from the March 23<sup>rd</sup> LAFCO meeting were available on the front table. This was done because of repeated comments from some community members that feel the District is not letting the community know what LAFCO thinks. President Gilmore also explained that it was not the district's responsibility to constantly keep the community updated or informed regarding LAFCO. Anyone in the community can avail themselves of most LAFCO information just by going on LAFCO's webpage. The District received a letter from LAFCO and President Gilmore asked Thania Garcia, Board Secretary to read it to the audience. Ms. Garcia was poised to read then letter when Vice President Frieese asked if he could read the letter. With permission, Vice President Frieese read the letter.*

**Michael Frieese-** *Mr. Patterson on the none defense that is going forward from now on it is not retroactive.*

**Manuel Ramos** *No Comment*

**Lidia Sierra** *No Comment*

**Dale Johnson** *No Comment*

## **11. 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 Meeting of May 17, 2023.
- B. Approve demands for the month of May 2023.
- C. Approval of Slovak Baron Empey Murphy & Pinkney LLP, Attorney at Law. Demand in the amount of (\$11,628.50) for May.  
**Vice President Friese motioned to approve consent calendar items for the month of May. Director Ramos second the motion.**  
**ROLL CALL:**  

|                                  |                             |
|----------------------------------|-----------------------------|
| <b>President Gilmore Yes</b>     | <b>Director Sierra No</b>   |
| <b>Vice President Friese Yes</b> | <b>Director Johnson Yes</b> |
| <b>Director Ramos Yes</b>        |                             |

## **12. REPORTS:**

- A. Interim General Manager's report
- B. Finance Officer's report
- C. Field Foreman's report
- D. Park Supervisor's report

## **13. MEMBERS OF THE BOARD REPORTS: STANDING COMMITTEE:**

- A. Architectural Committee Report  
Plan was tabled for next month's meeting did not meet the CC&Rs.

## **14. UNFINISHED BUSINESS:**

## **15. NEW BUSINESS:**

- A. Discussion and Approval for the Proposals to purchase trees for the Thomas R. Cannel (TRC) Wastewater Treatment Facility.
- B. Discussion and Approval for the Request of Proposal (RFP) Packet submitted by the Hermann Design Group.
- C. Michelle Gilmore to nominate a new member to the Architectural Committee.
- D. Discussion and Approval for the Proposals regarding the Crystal Lake Repair.  
**Director Ramos motioned to table items A to D for next meeting. Vice President Friese second the motion**  
**ROLL CALL:**  

|                                  |                             |
|----------------------------------|-----------------------------|
| <b>President Gilmore Yes</b>     | <b>Director Sierra Yes</b>  |
| <b>Vice President Friese Yes</b> | <b>Director Johnson Yes</b> |
| <b>Director Ramos Yes</b>        |                             |

**Motion Passes 5-0**

- E. Discussion and approval for the Geotechnical Report Proposals for Expansive Soil regarding the Salton Community Services District Office.

**Director Johnson motion to approve PETRA to conduct the Geotechnical Report Proposals for Expansive Soil. Vice President Friese second the motion.**

**ROLL CALL:**

**President Gilmore Yes**

**Director Sierra Yes**

**Vice President Friese Yes**

**Director Johnson Yes**

**Director Ramos Yes**

**Motion Passes 5-0**

- F. Discussion and Approval of A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT APPROVING THE 2023-2024 PARCEL FEES ON LAND LOCATED IN THE DISTRICT TO PROVIDE FOR THE COLLECTION OF SOLID WASTE GENERATED FROM RESIDENTIAL USE OF SUCH PARCELS AND OPT-OUT PROGRAM FOR THE DISTRICT AND ITS CONSTITUENTS.

**Vice President Friese motioned to approve Resolution No. 2023-06-21-01. Director Johnson second the motion.**

**ROLL CALL:**

**President Gilmore Yes**

**Director Sierra Yes**

**Vice President Friese Yes**

**Director Johnson Yes**

**Director Ramos Yes**

**Motion Passes 5-0**

- G. Discussion and Approval for the Proposed Budget FY 2023-2024.

**Director Johnson motioned to approve the Proposed Budget FY 2023-2024.**

**Vice President Friese second the motion.**

**ROLL CALL:**

**President Gilmore Yes**

**Director Sierra Abstain**

**Vice President Friese Yes**

**Director Johnson Yes**

**Director Ramos Yes**

**Motion Passes 4-1**

**16. ADJOURNMENT:**

**Meeting Adjourned at 3:25pm**

---

**Michelle Gilmore, Board President**

---

**Sonia Thania Garcia, Secretary of the Board**

Upon written request, this agenda will be made in 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.



1209 VAN BUREN AVE.  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
[scsd@saltoncsd.ca.gov](mailto:scsd@saltoncsd.ca.gov)

June 21, 2023  
Minutes

### **Interim General Manager Report**

1. TKE will be drafting an extension letter for the Form 200, Water Board sent us a letter stating we needed more information.
2. On the 25<sup>th</sup> we had had a meeting at LAFCO, LAFCO will be waiting for the Prop 218 outcome before deciding the dissolvment of the district. Even if prop 218 does not go through there is a chance of staying open due to the good job, we are all doing to make things work.
3. Trees for Desert Shores  
It has been decided that the Irrigation will be done in house keeping the cost within the \$6,700.00 that Imperial County grant offered. Trees will be delivered and installed on June 19<sup>th</sup> and 20<sup>th</sup> ,2023 by West Coast Arborist
4. SCSD worked with consulting firm that is handling Prop 218 regarding mailing of the Protest form notice.
5. Herman Group sent a draft design final design will be completed June 7<sup>th</sup>. June 19<sup>th</sup> RFP packet will be finalized to go out to bid for install (construction)



1209 Van Buren Avenue Suite 1  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446

June 21, 2023  
Minutes

*Serving the West Shores of the Fabulous Salton Sea*  
**June 2023 Monthly Sewer Maintenance Report**

1. Daily Station and Plant Checks
2. Monthly Safety Meeting
3. Monthly Wastewater and lab samples.
4. Monthly Reports to Water Quality
5. Continue De weeding at TRC Facility
6. Checked all trouble Lines SC and Desert Shores.
7. Jet and vacuumed several lines in Salton City.
8. Service aerators at TRC Ponds
9. Camera thru Gravity Lines in SC.
10. Multiple mark and locate tickets
11. Service aerators Lansing Facility
12. Service aerators Desert shores Facility
13. Checked High Level Lights at all Stations Monthly.
14. Maintenance lift stations.
15. Quarterly Groundwater well sampling DS Wells.



1209 VAN BUREN AVE.  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
[scsd@saltoncsd.ca.gov](mailto:scsd@saltoncsd.ca.gov)

June 21,, 2023  
Minutes

### Park report for June 2023

Salton City Park is open and being maintained.

The District still does not have a park host in Salton City park. Not having a park host on site to open and close the park is allowing all night entry to the property. Park usage in Salton City is still good but decreasing because of the heat.

Desert Shores Park has been closed since June 12<sup>th</sup>. The closure is due to the required trenching for new irrigation. The new irrigation is for the tree project that was approved by the Board of Directors.

Since the allotted amount of funds was not enough to cover costs and the timeline was too short to put it out to bid, (at prevailing wage), the District was forced to do it in house. It is being done as fast as possible. Trees are scheduled to be delivered and starting to plant on June 19<sup>th</sup>. Irrigation material is scheduled to be delivered on the 19<sup>th</sup> also. A water truck will be on hand at Desert Shores Park to water trees until the irrigation system is installed.

Desert Shores Park will remain closed until all trenches are back filled and irrigation systems are up and running.



June 20, 2023

Salton Community Service District  
Attn: Board of Directors  
1209 Van Buren Ave Suite 1  
Salton City, CA 92275

RE: Interim Status Report

Dear Board Members:

As you recall, LAFCO initiated the process to dissolve the SCSD last summer. In doing so the LAFCO gave the district the opportunity to correct numerous deficiencies that without correction most likely would have given no other choice but to dissolve the district.

Over the past 10 months or so, LAFCO staff have worked closely with the SCSD staff to address the concerns of the LAFCO. Additionally, LAFCO staff have also been involved with the RCAC and the process headed by Ms. Toby Roy. That effort along with the rate study and the Proposition 218 process that is still ongoing gave hope to LAFCO that a dissolution may not be necessary. Note the operative word "MAY" not be necessary.

First, regarding the dissolution perhaps the most critical issue is the financial ability of the district to function and carry out its responsibilities for the near- and long-term future. To that end, the rate study, and the grant/loan program are being considered along with of course the necessary Prop. 218 processes, all gave LAFCO staff a positive outlook. Of course, if Prop. 218 does not pass and if the resulting loan/grant program fails we may once again have few options.

We hope this all has a positive outcome, but that remains to be seen so we cannot make a clear prediction as to our action.

Second, other factors that affect the financial health of the district are such things as litigation. It is our understanding that one case has already been filed but not yet closed. Therefore, there is an unknown financial impact risk that could adversely affect the district.

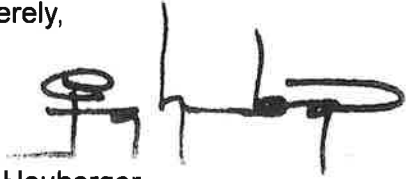
Third, we have just been advised that yet another claim and/or potential legal case may be filed by one of the employees. Once again if this case proceeds and there is a financial settlement or financial judicial order against the district, we have another fiscal threat.

We are informed that both legal cases noted above are the direct result of actions attributable to one Board member.

These types of cases and especially if more of these types of cases are filed by employees of the district, could lead to several financial problems and LAFCO may in fact have no other

choice but to dissolve the district and have the County be the successor. We obviously have worked diligently with your staff to minimize this outcome, but it appears that at least one Board member is forcing us to seriously reconsider and move more succinctly toward the dissolution. Currently, we are still working with your staff in hopes that Prop. 218, hence the funding opportunities materialize. We would also like to see a solution to these potential legal challenges in a way that settles them and avoids future similar actions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jurg Heuberger'. The signature is stylized with a large 'H' and a long horizontal stroke at the end.

Jurg Heuberger  
Executive Officer

Cc: Commission  
Robert Patterson, SCSD Legal Counsel

**Salton Community Services District**  
**Budget vs. Actuals: Amended Budget FY 2022-2023 - FY23 P&I**  
**July 2022 - June 2023**

|  | <b>Total</b>         |                      |
|--|----------------------|----------------------|
|  | <b>Actual</b>        | <b>Budget</b>        |
| <b>Income</b>                          |                      |                      |
| 4-1000 Revenue - GF                    | 0.00                 | 0.00                 |
| 4-1101 Property Tax - Secured - GF     | 251,856.89           | 215,000.00           |
| 4-1102 Property Tax - Unsecured - GF   | 23,067.19            | 25,000.00            |
| 4-1103 Tax - Homeowners Gen Op         | 13,172.75            | 15,000.00            |
| 4-1104 Tax - Supplemental - GF         | 3,423.81             | 2,000.00             |
| <b>Total 4-1000 Revenue - GF</b>       | <b>\$ 291,520.64</b> | <b>\$ 257,000.00</b> |
| 4-1125 Architectural Plan Fees - GF    | 650.00               | 800.00               |
| 4-1201 Operational LAIF Interest - GF  | 163.04               | 175.00               |
| 4-1203 Checking Interest Income - GF   | 31.93                | 75.00                |
| 4-1205 Reserve LAIF Interest Inc. - GF | 13.74                | 20.00                |
| 4-1206 Street Light Dev. LAIF Inc - GF | 83.01                | 125.00               |
| 4-1304 Cell Tower Rent - GF            | 43,120.95            | 42,000.00            |
| 4-1307 Burrtec Waste Contract - GF     | 21,032.31            | 20,000.00            |
| 4-1504 GF parks grant income           | 0.00                 | 377,000.00           |
| 4-1612 FD Utility (rental) Income - GF | 17,797.67            | 18,000.00            |
| 4-1695 Fire Dept. Fire Recovery - GF   | 506.00               | 506.00               |
| 4-1899 GF other proceeds               | 0.00                 | 200,000.00           |
| 4-1906 ND unspecified dept donations   | 572.19               | 1,000.00             |
| 4-2101 Sewer User Charges - SM         | 1,882,622.46         | 1,450,000.00         |
| 4-2102 SM Sewer Connections            | 0.00                 | 6,625.00             |
| 4-2103 Sewer Lot Maintenance Fee - SM  | 264,582.50           | 670,000.00           |
| 4-2104 Interest & Penalties - SM       | 71,702.14            | 55,000.00            |
| 4-2107 Admin Fees from GF - SM         | 0.00                 | 25,000.00            |
| 4-2108 Admin Fees from SC - SM         | 51.30                | 52.00                |
| 4-2109 Admin Fees Tract 576A - SM      | 4.06                 | 10.00                |
| 4-2110 Admin Fees Tract 662 - SM       | 1.41                 | 10.00                |
| 4-2111 Admin Fees Tract 679 - SM       | 17.25                | 10.00                |
| 4-2201 Operational LAIF Interest - SM  | 736.54               | 1,200.00             |
| 4-2203 Checking Interest Income - SM   | 54.59                | 400.00               |
| 4-2204 Reserve LAIF Interest - SM      | 460.71               | 1,000.00             |
| 4-2208 Loan Rsv. Interest - SM         | 16.09                | 25.00                |
| 4-2209 Captial Rsv. Interest - SM      | 160.71               | 250.00               |
| 4-2309 Insurance Reimbursement - SM    | 3,064.76             | 0.00                 |
| 4-2401 Ste.2 Rental Income - SM (ICFL) | 6,240.00             | 6,500.00             |
| 4-3201 LAIF Interest Income - SC       | 4.52                 | 5.00                 |
| 4-3203 Checking Interest Income - SC   | 0.47                 | 1.00                 |
| 4-3209 Capacity Rsv. LAIF Int. - SC    | 70.22                | 70.22                |
| 4-4101 Tax Assessments - Tract 576A    | 40.00                | 0.00                 |
| 4-4102 Int & Penalties - Tract 576A    | 41.20                | 0.00                 |

|   |                        |                        |
|---|------------------------|------------------------|
| 4-5101 Tax Assessments - Tract 662        | 15.00                  | 0.00                   |
| 4-5102 Int & Penalties - Tract 662        | 13.12                  | 0.00                   |
| 4-6101 Tax Assessments - Tract 679        | 180.00                 | 0.00                   |
| 4-6102 Int & Penalties - Tract 679        | 159.75                 | 0.00                   |
| Services                                  | 5,173.00               | 0.00                   |
| <b>Total Income</b>                       | <b>\$ 2,610,903.28</b> | <b>\$ 3,132,859.22</b> |
| <b>Gross Profit</b>                       | <b>\$ 2,610,903.28</b> | <b>\$ 3,132,859.22</b> |
| <b>Expenses</b>                           |                        |                        |
| 4-100 Tax Correction / Reimburesments     | 3,914.44               | 0.00                   |
| 6-1103 Director Compensation - GF         | 3,600.00               | 3,600.00               |
| (deleted)                                 | 0.00                   | 0.00                   |
| 6-1300 Supplies Expense - GF              | 947.45                 | 1,300.00               |
| 6-1301 Postage Expense - GF               | 349.05                 | 320.00                 |
| 6-1302 GF Internet service expense        | 4,737.44               | 3,000.00               |
| 6-1400 Banck Charge Expense - GF          | 0.27                   | 0.00                   |
| 6-1405 AD bank check orders expense       | 0.00                   | 439.79                 |
| 6-1406 Service Charge Expense - GF        | 518.77                 | 600.00                 |
| 6-1499 AD other bank charge expense       | 90.21                  | 100.00                 |
| 6-1500 Professional Services Exp - GF     | 12,180.94              | 15,600.00              |
| 6-1501 GF Auditing Expense                | 1,253.75               | 0.00                   |
| 6-1502 Accounting Services - GF           | 15,080.63              | 0.00                   |
| 6-1600 Building/Grounds Expense - GF      | 1,743.16               | 4,640.00               |
| 6-1601 GF Office Tech. Purchases Exp.     | 0.00                   | 10,500.00              |
| 6-1602 Building Maint. Expense - GF       | 2,138.81               | 20,400.00              |
| 6-1701 Travel Expense - GF                | 0.00                   | 2,210.00               |
| 6-1802 Admin Fees Due to SM - GF          | 0.00                   | 25,000.00              |
| 6-1849 AD other miscellaneous expense     | 432.81                 | 0.00                   |
| 6-2003 Street Light Expense - ND          | 27,767.74              | 32,000.00              |
| 6-2005 Insurance Premiums Expense - ND    | 0.00                   | 18,000.00              |
| 6-2007 ND election expense                | 20.00                  | 0.00                   |
| 6-2200 Tax Expenses - ND                  | 96.78                  | 0.00                   |
| 6-2201 Property Tax Expense - ND          | 132.16                 | 133.00                 |
| 6-2301 District Legal Expense - ND        | 22,183.14              | 25,000.00              |
| 6-3201 GF telephone expense               | 136.61                 | 300.00                 |
| 6-3202 FD water service expense           | 277.96                 | 500.00                 |
| 6-3203 FD electric service expense        | 4,006.85               | 5,000.00               |
| 6-3207 GF technical expense               | 2,839.59               | 0.00                   |
| 6-3332 FD A/C maintenance & supplies      | 0.00                   | 250.00                 |
| 6-3460 FD bldg & grounds expense          | 600.00                 | 750.00                 |
| 6-4101 PW Wages Expense                   | 59,132.87              | 63,250.00              |
| 6-4104 PW Health Benefits Expense         | 0.00                   | 17,000.00              |
| 6-4105 PW retirees health benefits exp    | 5,223.24               | 5,000.00               |
| 6-4106 PW Retirement Contribution Expense | 0.00                   | 2,000.00               |
| 6-4110 PW employer expense                | 0.00                   | 12,000.00              |
| 6-4111 PW workers' comp (7580) expense    | 0.00                   | 2,000.00               |
| 6-4709 PW Vehicle/Equipment Expense       | 0.00                   | 5,480.00               |
| 6-4710 PW vehicle maintenance expense     | 2,384.43               | 7,600.00               |

|  |                     |                    |
|--|---------------------|--------------------|
| 6-4720 PW fuel and oil expense           | 5,734.12            | 5,000.00           |
| 6-4730 PW equipment repair expense       | 0.00                | 25,200.00          |
| 6-4800 Public Works Capital Expense      | 0.00                | 250.00             |
| 6-4830 PW tools purchases expense        | 208.80              | 7,500.00           |
| 6-4840 PW maintenance expense            | 0.00                | 500.00             |
| 6-5102 SC Park water service expense     | 484.68              | 1,000.00           |
| 6-5103 SC Park electric service exp      | 2,937.40            | 3,000.00           |
| 6-5105 SC Park supplies expense          | 239.49              | 0.00               |
| 6-5106 SC Park equip/bldg maint. exp     | 1,645.70            | 6,000.00           |
| 6-5107 SC Park improvement expense       | 407.10              | 6,300.00           |
| 6-5109 SC Park other expense             | 0.00                | 177,000.00         |
| 6-5302 DS Park water service expense     | 572.99              | 4,800.00           |
| 6-5303 DS Park electric service exp      | 3,120.48            | 5,500.00           |
| 6-5305 DS Park supplies expense          | 230.89              | 0.00               |
| 6-5306 DS Park equip/bldg maint. exp     | 1,353.61            | 5,800.00           |
| 6-5307 DS Park improvement expense       | 153.02              | 2,000.00           |
| 6-5310 DS Park Grant-Soccer Field        | 0.00                | 0.00               |
| Engineering Services                     | 13,735.00           | 0.00               |
| Total 6-5310 DS Park Grant-Soccer Field  | <b>\$ 13,735.00</b> | <b>\$ 0.00</b>     |
| Total 6-5307 DS Park improvement expense | <b>\$ 13,888.02</b> | <b>\$ 2,000.00</b> |
| 6-5309 DS Park other expense             | 170.10              | 200,000.00         |
| 6-5403 Office Electrical Expense         | 13,857.25           | 12,000.00          |
| 6-5503 Other Electrical Expense          | 2,298.06            | 5,000.00           |
| 6-6101 SM maint. crew wages expense      | 529,109.33          | 550,000.00         |
| 6-6102 SM employer expense               | 70,696.92           | 78,000.00          |
| 6-6103 SM workers comp. (7580)           | 0.00                | 32,000.00          |
| 6-6104 SM health benefits expense        | 145,114.94          | 147,000.00         |
| 6-6105 Sm retiree health benefits exp    | 21,062.52           | 40,000.00          |
| 6-6106 SM retiree contribution exp       | 0.00                | 17,000.00          |
| 6-6107 SM retirement employer admin      | 0.00                | 40,000.00          |
| 6-6108 SM unfunded accrued retrmt.       | 0.00                | 25,000.00          |
| 6-6109 SM clerical office wages exp      | 136,989.41          | 133,160.00         |
| 6-6110 SM administration. (GM) wages     | 114,069.51          | 110,000.00         |
| 6-6111 SM GM w/c exp. (8740)             | 0.00                | 4,000.00           |
| 6-6112 SM clerical w/c exp. (8810)       | 0.00                | 2,000.00           |
| 6-6113 SM Directors' Compensation exp    | 3,700.00            | 1,500.00           |
| 6-6201 SM uniforms expense               | 429.00              | 1,500.00           |
| 6-6204 SM safety supplies expense        | 2,770.44            | 2,000.00           |
| 6-6205 SM work boots expense             | 2,047.52            | 3,000.00           |
| 6-6206 SM janitorial supplies expense    | 247.48              | 500.00             |
| 6-6207 SM janitorial cleaning expense    | 1,767.50            | 0.00               |
| 6-6300 SM Bank Charges Expenses          | 1,799.04            | 2,000.00           |
| 6-6301 SM bank wire fee expense          | 420.00              | 500.00             |
| 6-6302 SM late fee/finance charges       | 1,362.34            | 2,000.00           |
| 6-6305 SM check order expense            | 439.79              | 500.00             |
| 6-6401 SM vehicle maintenance expense    | 9,800.18            | 20,000.00          |
| 6-6402 SM equipment maintenance exp      | 13,569.76           | 20,000.00          |

|                                       |            |            |
|---------------------------------------|------------|------------|
| 6-6403 SM Equipment Rental            | 49,610.40  | 0.00       |
| 6-6405 SM fuel & oil expense          | 70,003.08  | 75,000.00  |
| 6-6407 SM shop supplies expense       | 4,801.63   | 4,000.00   |
| 6-6499 SM other vehicle & equip exp   | 0.00       | 1,500.00   |
| 6-6500 SM Utilities Expenses          | 0.00       | 0.00       |
| 6-6501 SM water service expense       | 3,849.46   | 8,000.00   |
| 6-6502 SM electric service expense    | 189,193.54 | 165,000.00 |
| 6-6503 SM telephone expense           | 2,984.93   | 1,000.00   |
| 6-6504 SM cell phone expense          | 16,141.15  | 15,000.00  |
| 6-6505 SM underground alerts expense  | 904.45     | 1,500.00   |
| 6-6506 SM internet service expense    | 14,338.84  | 12,000.00  |
| 6-6507 SM propane expense             | 2,161.74   | 1,300.00   |
| 6-6508 SM Alarm/Security Expense      | 1,225.25   | 1,200.00   |
| 6-6509 SM Solid Waste Disposal        | 0.00       | 250.00     |
| 6-6601 SM employee licenses expense   | 4,020.00   | 4,000.00   |
| 6-6603 SM county permits expense      | 2,985.00   | 3,000.00   |
| 6-6604 SM state permits expense       | 0.00       | 2,000.00   |
| 6-6605 SM membership/assoc. expense   | 7,562.00   | 7,750.00   |
| 6-6606 SM waste discharge fee expense | 47,133.00  | 47,133.00  |
| 6-6607 SM toxic waste disposal exp    | 1,886.00   | 2,000.00   |
| 6-6711 SM sewer lines maint. expense  | 0.00       | 15,000.00  |
| 6-6712 SM pump station maint expense  | 70,256.10  | 100,000.00 |
| 6-6713 SM sewer pond maint expense    | 1,191.80   | 45,000.00  |
| 6-6721 SM plumbing supplies expense   | 2,054.57   | 1,000.00   |
| 6-6722 SM electrical supplies expense | 108.64     | 1,000.00   |
| 6-6723 SM lumber supplies expense     | 27.17      | 0.00       |
| 6-6724 SM hardware supplies expense   | 483.46     | 1,000.00   |
| 6-6750 SM lab testing expense         | 13,109.62  | 15,000.00  |
| 6-6752 SM Engineering Service Expense | 17,102.50  | 28,040.00  |
| 6-6753 Bulk Mailing Expense - SM      | 3,488.62   | 11,700.00  |
| 6-6759 SM Prof. Consult Expense       | 14,375.85  | 42,000.00  |
| 6-6760 SM Professional Services Exp   | 22,879.19  | 70,000.00  |
| 6-6761 SM smartcover expense          | 3,276.00   | 3,500.00   |
| 6-6763 Accounting Services - SM       | 66,931.87  | 0.00       |
| 6-6800 SM Miscellaneous Expenses      | 321.68     | 0.00       |
| 6-6802 SM Bldg & Grounds Maintenance  | 9,593.97   | 10,000.00  |
| 6-6806 SM Postage Expense             | 533.87     | 1,200.00   |
| 6-6807 SM Office Supplies Expense     | 1,396.91   | 1,500.00   |
| 6-6808 SM Fire Extinguisher Expense   | 966.00     | 650.00     |
| 6-6809 SM Express Shipping Expense    | 814.86     | 200.00     |
| 6-6810 SM Advertising Expense         | 5,711.04   | 4,000.00   |
| 6-6811 SM Loan Interest Expense       | 55,903.75  | 50,000.00  |
| 6-6831 SM Legal Expense               | 63,283.72  | 95,000.00  |
| 6-6832 SM Auditing Expense            | 1,253.75   | 75,000.00  |
| 6-6833 SM technical expense           | 20,647.59  | 1,500.00   |
| 6-6834 SM User Fee Collection Expense | 10,188.46  | 10,188.46  |
| 6-6835 SM GASB 68 Actuarial Reports   | 1,400.00   | 3,000.00   |

|   |                        |                        |
|---|------------------------|------------------------|
| 6-6836 SM elections cost expense            | 0.00                   | 200.00                 |
| 6-6837 SM GASB 75 Actuarial Reports         | 3,500.00               | 0.00                   |
| 6-6851 SM Travel Expense                    | 862.76                 | 1,500.00               |
| 6-6852 SM Training Expense                  | 1,204.00               | 4,000.00               |
| 6-6853 SM Physicals Expense                 | 65.00                  | 1,000.00               |
| 6-6854 SM Copier Lease/Maint. Expense       | 8,715.21               | 8,000.00               |
| 6-6855 SM CA/US Flag Expense                | 1,055.29               | 1,500.00               |
| 6-6856 SM Subscriptions Expense             | 5,120.00               | 3,000.00               |
| 6-6870 SM Drug Testing Expense              | 0.00                   | 250.00                 |
| 6-6881 SM Sales Tax Expense                 | 1,721.80               | 0.00                   |
| 6-6890 SM Water Purifier Expense            | 0.00                   | 1,500.00               |
| 6-6892 SM Office Tech. Purchases Exp.       | 42.19                  | 3,000.00               |
| 6-6893 SM Breakroom Expense                 | 254.64                 | 250.00                 |
| 6-6894 SM Payroll Processing Fee Exp.       | 4,243.89               | 4,500.00               |
| 6-6900 SM Capital Expense                   | 0.00                   | 10,415.42              |
| 6-6910 SM Equipment Purchases Expense       | 6,036.52               | 71,384.53              |
| 6-6921 SM Office Equip. Purchases Exp.      | 100.26                 | 1,500.00               |
| 6-6930 SM Tool Purchases Expense            | 949.29                 | 3,000.00               |
| 6-7001 SC Administrative Fees Expense       | 51.30                  | 0.00                   |
| 6-7601 GF Water Servie Expense              | 153.69                 | 0.00                   |
| 6-7602 GF Breakroom Expense                 | 176.53                 | 0.00                   |
| 6-8001 Tract 576A Administrative Fees       | 4.06                   | 0.00                   |
| 6-8002 Tract 662 Administrative Fees        | 1.41                   | 0.00                   |
| 6-8003 Tract 679 Administrative Fees        | 17.25                  | 0.00                   |
| 6-9370 SP construction expense              | 0.00                   | 10,000.00              |
| 6-9371 SP pump station upgrade expense      | 555.14                 | 40,000.00              |
| 6-9372 SP sewer line replacement exp        | 0.00                   | 45,000.00              |
| 6-9374 SP Aeration Expense                  | 1,951.99               | 30,000.00              |
| 6-9377 SP Lansing upgrade expense           | 815.18                 | 0.00                   |
| 6-9399 SP other expense                     | 2,360.30               | 0.00                   |
| 7-0001 Translation Services                 | 1,849.00               | 0.00                   |
| 7-0002 Frontier Communications Damage Claim | 991.95                 | 0.00                   |
| <b>Total Expenses</b>                       | <b>\$ 2,123,233.58</b> | <b>\$ 3,159,594.20</b> |
| <b>Net Operating Income</b>                 | <b>\$ 487,669.70</b>   | <b>-\$ 26,734.98</b>   |
| <b>Net Income</b>                           | <b>\$ 487,669.70</b>   | <b>-\$ 26,734.98</b>   |

Tuesday, Jul 11, 2023 06:28:47 AM GMT-7 - Accrual Basis

# Salton Community Services District

## Profit and Loss

June 2023

|   | GENERAL FUND       | SEWER CONSTRUCTION | SEWER MAINTENANCE   | TOTAL              |
|---|--------------------|--------------------|---------------------|--------------------|
| Income  |                    |                    |                     |                    |
| 4-1000 Revenue - GF                             |                    |                    |                     | \$0.00             |
| 4-1101 Property Tax - Secured - GF              | 12,649.85          |                    |                     | \$12,649.85        |
| 4-1102 Property Tax - Unsecured - GF            | 8.77               |                    |                     | \$8.77             |
| 4-1103 Tax - Homeowners Gen Op                  | 276.48             |                    |                     | \$276.48           |
| 4-1104 Tax - Supplemental - GF                  | 979.85             |                    |                     | \$979.85           |
| <b>Total 4-1000 Revenue - GF</b>                | <b>13,914.95</b>   |                    |                     | <b>\$13,914.95</b> |
| 4-1203 Checking Interest Income - GF            | 3.26               |                    |                     | \$3.26             |
| 4-1304 Cell Tower Rent - GF                     | 1,705.10           |                    |                     | \$1,705.10         |
| 4-1307 Burrtec Waste Contract - GF              | 1,201.31           |                    |                     | \$1,201.31         |
| 4-1612 FD Utility (rental) Income - GF          |                    |                    | 187.93              | \$187.93           |
| 4-2101 Sewer User Charges - SM                  |                    |                    | 198.28              | \$198.28           |
| 4-2107 Admin Fees from GF - SM                  | 904.84             |                    | -4,460.05           | \$ -3,555.21       |
| 4-2203 Checking Interest Income - SM            |                    |                    | 7.29                | \$7.29             |
| 4-2401 Ste.2 Rental Income - SM (ICFL)          |                    |                    | 520.00              | \$520.00           |
| 4-3203 Checking Interest Income - SC            |                    | 0.04               |                     | \$0.04             |
| Services  | 48.00              |                    |                     | \$48.00            |
| <b>Total Income</b>                             | <b>\$17,777.46</b> | <b>\$0.04</b>      | <b>\$ -3,546.55</b> | <b>\$14,230.95</b> |
| <b>GROSS PROFIT</b>                             | <b>\$17,777.46</b> | <b>\$0.04</b>      | <b>\$ -3,546.55</b> | <b>\$14,230.95</b> |
| Expenses  |                    |                    |                     |                    |
| 6-1300 Supplies Expense - GF                    | 168.35             |                    |                     | \$168.35           |
| 6-1400 Banck Charge Expense - GF                | 0.27               |                    |                     | \$0.27             |
| 6-1602 Building Maint. Expense - GF             | 219.23             |                    |                     | \$219.23           |
| 6-1802 Admin Fees Due to SM - GF                | -8,858.71          |                    | 5,303.50            | \$ -3,555.21       |
| 6-2003 Street Light Expense - ND                | 2,368.01           |                    |                     | \$2,368.01         |
| 6-2301 District Legal Expense - ND              | 5,814.25           |                    |                     | \$5,814.25         |
| 6-3201 GF telephone expense                     | 12.15              |                    |                     | \$12.15            |
| 6-3203 FD electric service expense              | 362.10             |                    |                     | \$362.10           |
| 6-3207 GF technical expense                     | 97.88              |                    |                     | \$97.88            |
| 6-4101 PW Wages Expense                         |                    |                    | 4,793.60            | \$4,793.60         |
| 6-4105 PW retirees health benefits exp          | 374.76             |                    |                     | \$374.76           |
| 6-4720 PW fuel and oil expense                  | 614.26             |                    |                     | \$614.26           |
| 6-5103 SC Park electric service exp             | 63.93              |                    |                     | \$63.93            |
| 6-5302 DS Park water service expense            | 47.41              |                    |                     | \$47.41            |
| 6-5303 DS Park electric service exp             | 247.62             |                    |                     | \$247.62           |
| 6-5307 DS Park improvement expense              |                    |                    |                     | \$0.00             |
| 6-5310 DS Park Grant-Soccer Field               |                    |                    |                     | \$0.00             |
| Engineering Services                            | 9,685.00           |                    |                     | \$9,685.00         |
| <b>Total 6-5310 DS Park Grant-Soccer Field</b>  | <b>9,685.00</b>    |                    |                     | <b>\$9,685.00</b>  |
| <b>Total 6-5307 DS Park improvement expense</b> | <b>9,685.00</b>    |                    |                     | <b>\$9,685.00</b>  |
| 6-5309 DS Park other expense                    | 54.09              |                    | 116.01              | \$170.10           |
| 6-5403 Office Electrical Expense                |                    |                    | 1,181.65            | \$1,181.65         |



# Salton Community Services District

## Profit and Loss

June 2023

|                                       | GENERAL FUND       | SEWER CONSTRUCTION | SEWER MAINTENANCE     | TOTAL                 |
|---------------------------------------|--------------------|--------------------|-----------------------|-----------------------|
| 6-5503 Other Electrical Expense       | 130.65             |                    |                       | \$130.65              |
| 6-6101 SM maint. crew wages expense   |                    |                    | 35,311.89             | \$35,311.89           |
| 6-6102 SM employer expense            |                    |                    | 4,472.78              | \$4,472.78            |
| 6-6104 SM health benefits expense     |                    |                    | 9,795.14              | \$9,795.14            |
| 6-6105 Sm retiree health benefits exp |                    |                    | 1,394.09              | \$1,394.09            |
| 6-6109 SM clerical office wages exp   |                    |                    | 9,400.00              | \$9,400.00            |
| 6-6110 SM administration. (GM) wages  |                    |                    | 8,461.56              | \$8,461.56            |
| 6-6113 SM Directors' Compensation exp |                    |                    | 500.00                | \$500.00              |
| 6-6206 SM janitorial supplies expense |                    |                    | 0.00                  | \$0.00                |
| 6-6300 SM Bank Charges Expenses       |                    |                    | 52.00                 | \$52.00               |
| 6-6301 SM bank wire fee expense       |                    |                    | 30.00                 | \$30.00               |
| 6-6402 SM equipment maintenance exp   |                    |                    | 66.82                 | \$66.82               |
| 6-6403 SM Equipment Rental            |                    |                    | 385.33                | \$385.33              |
| 6-6405 SM fuel & oil expense          |                    |                    | 6,463.22              | \$6,463.22            |
| 6-6407 SM shop supplies expense       |                    |                    | 246.45                | \$246.45              |
| 6-6501 SM water service expense       |                    |                    | 109.79                | \$109.79              |
| 6-6502 SM electric service expense    |                    |                    | 16,437.01             | \$16,437.01           |
| 6-6503 SM telephone expense           |                    |                    | 230.67                | \$230.67              |
| 6-6504 SM cell phone expense          |                    |                    | 1,156.37              | \$1,156.37            |
| 6-6505 SM underground alerts expense  |                    |                    | 43.25                 | \$43.25               |
| 6-6506 SM internet service expense    |                    |                    | 1,299.96              | \$1,299.96            |
| 6-6601 SM employee licenses expense   |                    |                    | 120.00                | \$120.00              |
| 6-6712 SM pump station maint expense  |                    |                    | 177.80                | \$177.80              |
| 6-6750 SM lab testing expense         |                    |                    | 1,529.62              | \$1,529.62            |
| 6-6752 SM Engineering Service Expense |                    |                    | 5,000.00              | \$5,000.00            |
| 6-6759 SM Prof. Consult Expense       |                    |                    | 1,637.40              | \$1,637.40            |
| 6-6761 SM smartcover expense          |                    |                    | 3,276.00              | \$3,276.00            |
| 6-6810 SM Advertising Expense         |                    |                    | 768.45                | \$768.45              |
| 6-6811 SM Loan Interest Expense       |                    |                    | 3,603.25              | \$3,603.25            |
| 6-6831 SM Legal Expense               |                    |                    | 5,814.25              | \$5,814.25            |
| 6-6833 SM technical expense           |                    |                    | 1,859.67              | \$1,859.67            |
| 6-6837 SM GASB 75 Actuarial Reports   |                    |                    | 3,500.00              | \$3,500.00            |
| 6-6854 SM Copier Lease/Maint. Expense | 75.19              |                    | 75.20                 | \$150.39              |
| 6-6856 SM Subscriptions Expense       | 200.00             |                    | 200.00                | \$400.00              |
| 6-6894 SM Payroll Processing Fee Exp. |                    |                    | 266.03                | \$266.03              |
| 6-6910 SM Equipment Purchases Expense |                    |                    | 4,861.72              | \$4,861.72            |
| 6-7601 GF Water Servie Expense        | 12.71              |                    |                       | \$12.71               |
| 6-7602 GF Breakroom Expense           | 176.53             |                    |                       | \$176.53              |
| 6-9399 SP other expense               |                    |                    | 2,328.28              | \$2,328.28            |
| <b>Total Expenses</b>                 | <b>\$11,865.68</b> | <b>\$0.00</b>      | <b>\$142,268.76</b>   | <b>\$154,134.44</b>   |
| <b>NET OPERATING INCOME</b>           | <b>\$5,911.78</b>  | <b>\$0.04</b>      | <b>\$ -145,815.31</b> | <b>\$ -139,903.49</b> |
| <b>NET INCOME</b>                     | <b>\$5,911.78</b>  | <b>\$0.04</b>      | <b>\$ -145,815.31</b> | <b>\$ -139,903.49</b> |

# Salton Community Services District

## Profit and Loss

July 2022 - June 2023

|  | CM TRACT 576A  | CM TRACT 662   | CM TRACT 679    | GENERAL FUND        | SEWER CONSTRUCTION | SEWER MAINTENANCE     | TOTAL                 |
|--|----------------|----------------|-----------------|---------------------|--------------------|-----------------------|-----------------------|
| Income                                 |                |                |                 |                     |                    |                       |                       |
| 4-1000 Revenue - GF                    |                |                |                 |                     |                    |                       | \$0.00                |
| 4-1101 Property Tax - Secured - GF     |                |                |                 | 251,856.89          |                    |                       | \$251,856.89          |
| 4-1102 Property Tax - Unsecured - GF   |                |                |                 | 23,067.19           |                    |                       | \$23,067.19           |
| 4-1103 Tax - Homeowners Gen Op         |                |                |                 | 13,172.75           |                    |                       | \$13,172.75           |
| 4-1104 Tax - Supplemental - GF         |                |                |                 | 3,423.81            |                    |                       | \$3,423.81            |
| <b>Total 4-1000 Revenue - GF</b>       |                |                |                 | <b>291,520.64</b>   |                    |                       | <b>\$291,520.64</b>   |
| 4-1125 Architectural Plan Fees - GF    |                |                |                 | 650.00              |                    |                       | \$650.00              |
| 4-1201 Operational LAIF Interest - GF  |                |                |                 | 163.04              |                    |                       | \$163.04              |
| 4-1203 Checking Interest Income - GF   |                |                |                 | 31.93               |                    |                       | \$31.93               |
| 4-1205 Reserve LAIF Interest Inc. - GF |                |                |                 | 13.74               |                    |                       | \$13.74               |
| 4-1206 Street Light Dev. LAIF Inc - GF |                |                |                 | 83.01               |                    |                       | \$83.01               |
| 4-1304 Cell Tower Rent - GF            |                |                |                 | 43,120.95           |                    |                       | \$43,120.95           |
| 4-1307 Burrtec Waste Contract - GF     |                |                |                 | 21,032.31           |                    |                       | \$21,032.31           |
| 4-1612 FD Utility (rental) Income - GF |                |                |                 | 15,000.00           |                    | 2,797.67              | \$17,797.67           |
| 4-1695 Fire Dept. Fire Recovery - GF   |                |                |                 | 506.00              |                    |                       | \$506.00              |
| 4-1906 ND unspecified dept donations   |                |                |                 | 572.19              |                    |                       | \$572.19              |
| 4-2101 Sewer User Charges - SM         |                |                |                 |                     |                    | 1,882,622.46          | \$1,882,622.46        |
| 4-2103 Sewer Lot Maintenance Fee - SM  |                |                |                 |                     |                    | 264,582.50            | \$264,582.50          |
| 4-2104 Interest & Penalties - SM       |                |                |                 |                     |                    | 71,702.14             | \$71,702.14           |
| 4-2107 Admin Fees from GF - SM         |                |                |                 | 904.84              |                    | -904.84               | \$0.00                |
| 4-2108 Admin Fees from SC - SM         |                |                |                 |                     |                    | 51.30                 | \$51.30               |
| 4-2109 Admin Fees Tract 576A - SM      |                |                |                 |                     |                    | 4.06                  | \$4.06                |
| 4-2110 Admin Fees Tract 662 - SM       |                |                |                 |                     |                    | 1.41                  | \$1.41                |
| 4-2111 Admin Fees Tract 679 - SM       |                |                |                 |                     |                    | 17.25                 | \$17.25               |
| 4-2201 Operational LAIF Interest - SM  |                |                |                 |                     |                    | 736.54                | \$736.54              |
| 4-2203 Checking Interest Income - SM   |                |                |                 |                     |                    | 54.59                 | \$54.59               |
| 4-2204 Reserve LAIF Interest - SM      |                |                |                 |                     |                    | 460.71                | \$460.71              |
| 4-2208 Loan Rsv. Interest - SM         |                |                |                 |                     |                    | 16.09                 | \$16.09               |
| 4-2209 Captial Rsv. Interest - SM      |                |                |                 |                     |                    | 160.71                | \$160.71              |
| 4-2309 Insurance Reimbursement - SM    |                |                |                 |                     |                    | 3,064.76              | \$3,064.76            |
| 4-2401 Ste.2 Rental Income - SM (ICFL) |                |                |                 |                     |                    | 6,240.00              | \$6,240.00            |
| 4-3201 LAIF Interest Income - SC       |                |                |                 |                     | 4.52               |                       | \$4.52                |
| 4-3203 Checking Interest Income - SC   |                |                |                 |                     | 0.47               |                       | \$0.47                |
| 4-3209 Capacity Rsv. LAIF Int. - SC    |                |                |                 |                     | 70.22              |                       | \$70.22               |
| 4-4101 Tax Assessments - Tract 576A    | 40.00          |                |                 |                     |                    |                       | \$40.00               |
| 4-4102 Int & Penalties - Tract 576A    | 41.20          |                |                 |                     |                    |                       | \$41.20               |
| 4-5101 Tax Assessments - Tract 662     |                | 15.00          |                 |                     |                    |                       | \$15.00               |
| 4-5102 Int & Penalties - Tract 662     |                | 13.12          |                 |                     |                    |                       | \$13.12               |
| 4-6101 Tax Assessments - Tract 679     |                |                | 180.00          |                     |                    |                       | \$180.00              |
| 4-6102 Int & Penalties - Tract 679     |                |                | 159.75          |                     |                    |                       | \$159.75              |
| Services                               |                |                |                 | 48.00               |                    | 5,125.00              | \$5,173.00            |
| <b>Total Income</b>                    | <b>\$81.20</b> | <b>\$28.12</b> | <b>\$339.75</b> | <b>\$373,646.65</b> | <b>\$75.21</b>     | <b>\$2,236,732.35</b> | <b>\$2,610,903.28</b> |
| GROSS PROFIT                           | <b>\$81.20</b> | <b>\$28.12</b> | <b>\$339.75</b> | <b>\$373,646.65</b> | <b>\$75.21</b>     | <b>\$2,236,732.35</b> | <b>\$2,610,903.28</b> |
| Expenses                               |                |                |                 |                     |                    |                       |                       |
| 4-100 Tax Correction / Reimburesments  |                |                |                 |                     |                    | 3,914.44              | \$3,914.44            |
| 6-1103 Director Compensation - GF      |                |                |                 | 3,600.00            |                    |                       | \$3,600.00            |
| 6-1300 Supplies Expense - GF           |                |                |                 | 947.45              |                    |                       | \$947.45              |
| 6-1301 Postage Expense - GF            |                |                |                 | 349.05              |                    |                       | \$349.05              |
| 6-1302 GF Internet service expense     |                |                |                 | 4,737.44            |                    |                       | \$4,737.44            |
| 6-1400 Banck Charge Expense - GF       |                |                |                 | 0.27                |                    |                       | \$0.27                |
| 6-1406 Service Charge Expense - GF     |                |                |                 | 518.77              |                    |                       | \$518.77              |
| 6-1499 AD other bank charge expense    |                |                |                 | 90.21               |                    |                       | \$90.21               |
| 6-1500 Professional Services Exp - GF  |                |                |                 | 9,593.62            |                    | 2,587.32              | \$12,180.94           |
| 6-1501 GF Auditing Expense             |                |                |                 | 1,253.75            |                    |                       | \$1,253.75            |
| 6-1502 Accounting Services - GF        |                |                |                 | 15,080.63           |                    |                       | \$15,080.63           |
| 6-1600 Building/Grounds Expense - GF   |                |                |                 | 1,743.16            |                    |                       | \$1,743.16            |
| 6-1602 Building Maint. Expense - GF    |                |                |                 | 2,102.50            |                    | 36.31                 | \$2,138.81            |
| 6-1802 Admin Fees Due to SM - GF       |                |                |                 | -62,877.00          | 325.66             | 62,551.34             | \$0.00                |

# Salton Community Services District

## Profit and Loss

July 2022 - June 2023

|   | CM TRACT 576A | CM TRACT 662 | CM TRACT 679 | GENERAL FUND     | SEWER CONSTRUCTION | SEWER MAINTENANCE | TOTAL              |
|---|---------------|--------------|--------------|------------------|--------------------|-------------------|--------------------|
| 6-1849 AD other miscellaneous expense                     |               |              |              | 137.81           |                    | 295.00            | \$432.81           |
| 6-2003 Street Light Expense - ND                          |               |              |              | 27,767.74        |                    |                   | \$27,767.74        |
| 6-2007 ND election expense                                |               |              |              | 20.00            |                    |                   | \$20.00            |
| 6-2200 Tax Expenses - ND                                  |               |              |              | 96.78            |                    |                   | \$96.78            |
| 6-2201 Property Tax Expense - ND                          |               |              |              |                  |                    | 132.16            | \$132.16           |
| 6-2301 District Legal Expense - ND                        |               |              |              | 22,183.14        |                    |                   | \$22,183.14        |
| 6-3201 GF telephone expense                               |               |              |              | 136.61           |                    |                   | \$136.61           |
| 6-3202 FD water service expense                           |               |              |              | 277.96           |                    |                   | \$277.96           |
| 6-3203 FD electric service expense                        |               |              |              | 4,006.85         |                    |                   | \$4,006.85         |
| 6-3207 GF technical expense                               |               |              |              | 2,839.59         |                    |                   | \$2,839.59         |
| 6-3460 FD bldg & grounds expense                          |               |              |              | 600.00           |                    |                   | \$600.00           |
| 6-4101 PW Wages Expense                                   |               |              |              |                  |                    | 59,132.87         | \$59,132.87        |
| 6-4105 PW retirees health benefits exp                    |               |              |              | 5,223.24         |                    |                   | \$5,223.24         |
| 6-4710 PW vehicle maintenance expense                     |               |              |              | 1,440.80         |                    | 943.63            | \$2,384.43         |
| 6-4720 PW fuel and oil expense                            |               |              |              | 5,734.12         |                    |                   | \$5,734.12         |
| 6-4830 PW tools purchases expense                         |               |              |              | 208.80           |                    |                   | \$208.80           |
| 6-5102 SC Park water service expense                      |               |              |              | 484.68           |                    |                   | \$484.68           |
| 6-5103 SC Park electric service exp                       |               |              |              | 2,937.40         |                    |                   | \$2,937.40         |
| 6-5105 SC Park supplies expense                           |               |              |              | 239.49           |                    |                   | \$239.49           |
| 6-5106 SC Park equip/bldg maint. exp                      |               |              |              | 1,645.70         |                    |                   | \$1,645.70         |
| 6-5107 SC Park improvement expense                        |               |              |              | 407.10           |                    |                   | \$407.10           |
| 6-5302 DS Park water service expense                      |               |              |              | 572.99           |                    |                   | \$572.99           |
| 6-5303 DS Park electric service exp                       |               |              |              | 3,120.48         |                    |                   | \$3,120.48         |
| 6-5305 DS Park supplies expense                           |               |              |              | 230.89           |                    |                   | \$230.89           |
| 6-5306 DS Park equip/bldg maint. exp                      |               |              |              | 799.87           |                    | 553.74            | \$1,353.61         |
| 6-5307 DS Park improvement expense                        |               |              |              | 153.02           |                    |                   | \$153.02           |
| 6-5310 DS Park Grant-Soccer Field<br>Engineering Services |               |              |              | 13,735.00        |                    |                   | \$13,735.00        |
| <b>Total 6-5310 DS Park Grant-Soccer Field</b>            |               |              |              | <b>13,735.00</b> |                    |                   | <b>\$13,735.00</b> |
| <b>Total 6-5307 DS Park improvement expense</b>           |               |              |              | <b>13,888.02</b> |                    |                   | <b>\$13,888.02</b> |
| 6-5309 DS Park other expense                              |               |              |              | 54.09            |                    | 116.01            | \$170.10           |
| 6-5403 Office Electrical Expense                          |               |              |              | 354.24           |                    | 13,503.01         | \$13,857.25        |
| 6-5503 Other Electrical Expense                           |               |              |              | 1,188.06         |                    | 1,110.00          | \$2,298.06         |
| 6-6101 SM maint. crew wages expense                       |               |              |              |                  |                    | 529,109.33        | \$529,109.33       |
| 6-6102 SM employer expense                                |               |              |              |                  |                    | 70,696.92         | \$70,696.92        |
| 6-6104 SM health benefits expense                         |               |              |              |                  |                    | 145,114.94        | \$145,114.94       |
| 6-6105 Sm retiree health benefits exp                     |               |              |              |                  |                    | 21,062.52         | \$21,062.52        |
| 6-6109 SM clerical office wages exp                       |               |              |              |                  |                    | 136,989.41        | \$136,989.41       |
| 6-6110 SM administration. (GM) wages                      |               |              |              |                  |                    | 114,069.51        | \$114,069.51       |
| 6-6113 SM Directors' Compensation exp                     |               |              |              |                  |                    | 3,700.00          | \$3,700.00         |
| 6-6201 SM uniforms expense                                |               |              |              |                  |                    | 429.00            | \$429.00           |
| 6-6204 SM safety supplies expense                         |               |              |              | 285.36           |                    | 2,485.08          | \$2,770.44         |
| 6-6205 SM work boots expense                              |               |              |              | 198.39           |                    | 1,849.13          | \$2,047.52         |
| 6-6206 SM janitorial supplies expense                     |               |              |              | 89.69            |                    | 157.79            | \$247.48           |
| 6-6207 SM janitorial cleaning expense                     |               |              |              | 1,250.00         |                    | 517.50            | \$1,767.50         |
| 6-6300 SM Bank Charges Expenses                           |               |              |              |                  | 2.00               | 1,797.04          | \$1,799.04         |
| 6-6301 SM bank wire fee expense                           |               |              |              |                  |                    | 420.00            | \$420.00           |
| 6-6302 SM late fee/finance charges                        |               |              |              | 82.55            |                    | 1,279.79          | \$1,362.34         |
| 6-6305 SM check order expense                             |               |              |              |                  |                    | 439.79            | \$439.79           |
| 6-6401 SM vehicle maintenance expense                     |               |              |              |                  |                    | 9,800.18          | \$9,800.18         |
| 6-6402 SM equipment maintenance exp                       |               |              |              |                  |                    | 13,569.76         | \$13,569.76        |
| 6-6403 SM Equipment Rental                                |               |              |              |                  |                    | 49,610.40         | \$49,610.40        |
| 6-6405 SM fuel & oil expense                              |               |              |              |                  |                    | 70,003.08         | \$70,003.08        |
| 6-6407 SM shop supplies expense                           |               |              |              |                  |                    | 4,801.63          | \$4,801.63         |
| 6-6500 SM Utilities Expenses                              |               |              |              |                  |                    | 0.00              | \$0.00             |
| 6-6501 SM water service expense                           |               |              |              |                  |                    | 3,849.46          | \$3,849.46         |
| 6-6502 SM electric service expense                        |               |              |              |                  |                    | 189,193.54        | \$189,193.54       |
| 6-6503 SM telephone expense                               |               |              |              |                  |                    | 2,984.93          | \$2,984.93         |
| 6-6504 SM cell phone expense                              |               |              |              |                  |                    | 16,141.15         | \$16,141.15        |

# Salton Community Services District

## Profit and Loss

July 2022 - June 2023

|  | CM TRACT 576A | CM TRACT 662 | CM TRACT 679 | GENERAL FUND | SEWER CONSTRUCTION | SEWER MAINTENANCE | TOTAL       |
|--|---------------|--------------|--------------|--------------|--------------------|-------------------|-------------|
| 6-6505 SM underground alerts expense   |               |              |              |              |                    | 904.45            | \$904.45    |
| 6-6506 SM internet service expense     |               |              |              |              |                    | 14,338.84         | \$14,338.84 |
| 6-6507 SM propane expense              |               |              |              | 107.35       |                    | 2,054.39          | \$2,161.74  |
| 6-6508 SM Alarm/Security Expense       |               |              |              |              |                    | 1,225.25          | \$1,225.25  |
| 6-6601 SM employee licenses expense    |               |              |              |              |                    | 4,020.00          | \$4,020.00  |
| 6-6603 SM county permits expense       |               |              |              |              |                    | 2,985.00          | \$2,985.00  |
| 6-6605 SM membership/assoc. expense    |               |              |              | 358.10       |                    | 7,203.90          | \$7,562.00  |
| 6-6606 SM waste discharge fee expense  |               |              |              |              |                    | 47,133.00         | \$47,133.00 |
| 6-6607 SM toxic waste disposal exp     |               |              |              |              |                    | 1,886.00          | \$1,886.00  |
| 6-6712 SM pump station maint expense   |               |              |              |              |                    | 70,256.10         | \$70,256.10 |
| 6-6713 SM sewer pond maint expense     |               |              |              |              |                    | 1,191.80          | \$1,191.80  |
| 6-6721 SM plumbing supplies expense    |               |              |              |              |                    | 2,054.57          | \$2,054.57  |
| 6-6722 SM electrical supplies expense  |               |              |              |              |                    | 108.64            | \$108.64    |
| 6-6723 SM lumber supplies expense      |               |              |              |              |                    | 27.17             | \$27.17     |
| 6-6724 SM hardware supplies expense    |               |              |              |              |                    | 483.46            | \$483.46    |
| 6-6750 SM lab testing expense          |               |              |              |              |                    | 13,109.62         | \$13,109.62 |
| 6-6752 SM Engineering Service Expense  |               |              |              |              |                    | 17,102.50         | \$17,102.50 |
| 6-6753 Bulk Mailing Expense - SM       |               |              |              |              |                    | 3,488.62          | \$3,488.62  |
| 6-6759 SM Prof. Consult Expense        |               |              |              |              |                    | 14,375.85         | \$14,375.85 |
| 6-6760 SM Professional Services Exp    |               |              |              |              |                    | 22,879.19         | \$22,879.19 |
| 6-6761 SM smartcover expense           |               |              |              |              |                    | 3,276.00          | \$3,276.00  |
| 6-6763 Accounting Services - SM        |               |              |              |              |                    | 66,931.87         | \$66,931.87 |
| 6-6800 SM Miscellaneous Expenses       |               |              |              |              |                    | 321.68            | \$321.68    |
| 6-6802 SM Bldg & Grounds Maintenance   |               |              |              |              |                    | 9,593.97          | \$9,593.97  |
| 6-6806 SM Postage Expense              |               |              |              |              |                    | 533.87            | \$533.87    |
| 6-6807 SM Office Supplies Expense      |               |              |              |              |                    | 1,396.91          | \$1,396.91  |
| 6-6808 SM Fire Extinguisher Expense    |               |              |              |              |                    | 966.00            | \$966.00    |
| 6-6809 SM Express Shipping Expense     |               |              |              |              |                    | 814.86            | \$814.86    |
| 6-6810 SM Advertising Expense          |               |              |              | 105.00       |                    | 5,606.04          | \$5,711.04  |
| 6-6811 SM Loan Interest Expense        |               |              |              |              |                    | 55,903.75         | \$55,903.75 |
| 6-6831 SM Legal Expense                |               |              |              | 1,040.14     |                    | 62,243.58         | \$63,283.72 |
| 6-6832 SM Auditing Expense             |               |              |              |              |                    | 1,253.75          | \$1,253.75  |
| 6-6833 SM technical expense            |               |              |              |              |                    | 20,647.59         | \$20,647.59 |
| 6-6834 SM User Fee Collection Expense  |               |              |              |              |                    | 10,188.46         | \$10,188.46 |
| 6-6835 SM GASB 68 Actuarial Reports    |               |              |              |              |                    | 1,400.00          | \$1,400.00  |
| 6-6837 SM GASB 75 Actuarial Reports    |               |              |              |              |                    | 3,500.00          | \$3,500.00  |
| 6-6851 SM Travel Expense               |               |              |              |              |                    | 862.76            | \$862.76    |
| 6-6852 SM Training Expense             |               |              |              |              |                    | 1,204.00          | \$1,204.00  |
| 6-6853 SM Physicals Expense            |               |              |              |              |                    | 65.00             | \$65.00     |
| 6-6854 SM Copier Lease/Maint. Expense  |               |              |              | 5,968.00     |                    | 2,747.21          | \$8,715.21  |
| 6-6855 SM CA/US Flag Expense           |               |              |              | 589.00       |                    | 466.29            | \$1,055.29  |
| 6-6856 SM Subscriptions Expense        |               |              |              | 1,800.00     |                    | 3,320.00          | \$5,120.00  |
| 6-6881 SM Sales Tax Expense            |               |              |              | 25.79        |                    | 1,696.01          | \$1,721.80  |
| 6-6892 SM Office Tech. Purchases Exp.  |               |              |              |              |                    | 42.19             | \$42.19     |
| 6-6893 SM Breakroom Expense            |               |              |              | 83.15        |                    | 171.49            | \$254.64    |
| 6-6894 SM Payroll Processing Fee Exp.  |               |              |              |              |                    | 4,243.89          | \$4,243.89  |
| 6-6910 SM Equipment Purchases Expense  |               |              |              |              |                    | 6,036.52          | \$6,036.52  |
| 6-6921 SM Office Equip. Purchases Exp. |               |              |              |              |                    | 100.26            | \$100.26    |
| 6-6930 SM Tool Purchases Expense       |               |              |              |              |                    | 949.29            | \$949.29    |
| 6-7001 SC Administrative Fees Expense  |               |              |              |              | 51.30              |                   | \$51.30     |
| 6-7601 GF Water Servie Expense         |               |              |              | 153.69       |                    |                   | \$153.69    |
| 6-7602 GF Breakroom Expense            |               |              |              | 176.53       |                    |                   | \$176.53    |
| 6-8001 Tract 576A Administrative Fees  | 4.06          |              |              |              |                    |                   | \$4.06      |
| 6-8002 Tract 662 Administrative Fees   |               | 1.41         |              |              |                    |                   | \$1.41      |
| 6-8003 Tract 679 Administrative Fees   |               |              | 17.25        |              |                    |                   | \$17.25     |
| 6-9371 SP pump station upgrade expense |               |              |              |              |                    | 555.14            | \$555.14    |
| 6-9374 SP Aeration Expense             |               |              |              |              |                    | 1,951.99          | \$1,951.99  |
| 6-9377 SP Lansing upgrade expense      |               |              |              |              |                    | 815.18            | \$815.18    |
| 6-9399 SP other expense                |               |              |              |              |                    | 2,360.30          | \$2,360.30  |
| 7-0001 Translation Services            |               |              |              | 1,149.00     |                    | 700.00            | \$1,849.00  |

Salton Community Services District

Profit and Loss

July 2022 - June 2023

|   | CM TRACT<br>576A | CM TRACT<br>662 | CM TRACT<br>679 | GENERAL<br>FUND | SEWER<br>CONSTRUCTION | SEWER<br>MAINTENANCE | TOTAL          |
|---|------------------|-----------------|-----------------|-----------------|-----------------------|----------------------|----------------|
| 7-0002 Frontier Communications Damage Claim |                  |                 |                 |                 |                       | 991.95               | \$991.95       |
| Total Expenses                              | \$4.06           | \$1.41          | \$17.25         | \$87,198.04     | \$378.96              | \$2,035,633.86       | \$2,123,233.58 |
| NET OPERATING INCOME                        | \$77.14          | \$26.71         | \$322.50        | \$286,448.61    | \$ -303.75            | \$201,098.49         | \$487,669.70   |
| NET INCOME                                  | \$77.14          | \$26.71         | \$322.50        | \$286,448.61    | \$ -303.75            | \$201,098.49         | \$487,669.70   |



1209 Van Buren Avenue, Suite 1  
Post Office Box 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
FAX: (760) 394-4242  
[scsd@saltoncsd.ca.gov](mailto:scsd@saltoncsd.ca.gov)

*Serving the West Shores of the Fabulous Salton Sea*

## **General Manager Report**

- 1. Request for trees for TRC WWTF has been put on hold. SCSD is in contact with Marco De Anda from CAL-FIRE, we might have the opportunity to obtain free trees if they can provide SCSD with Mesquite Trees that our board order requires.**
- 2. Cristal Lake project has one quote from Alms construction, we are waiting for a quote from A&R Construction.**
- 3. PETRA Geoscience started the building inspection on 1209 Van Buren Ave which will determine the next step to fix this building.**
- 4. Hermann Design group has finished with the Notice Inviting Bids, our legal Counsel has reviewed and approved, our next step is to have the board review and send it out for bids.**



1209 Van Buren  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
FAX: (760) 394-4242  
scsd@saltoncsd.ca.gov

*Serving the West Shores of the Fabulous Salton Sea*

Employees have continued to perform their daily routine task by:

- Taking hour reading and checking conditions of station
- Making sure that red high-level light and alarm systems are functioning properly.
- Continue checking and working on the tree facility (ponds) TRC, Lansing and Desert Shores. (De-weeding, cleaning aerators, open and closing ponds to direct flow.)
- Taking grab sample for pond reading (PH and Do)
- Once a month they collect from each facility samples to take to the lab. And after getting result a report is submitted to state water resources control board
- Dig alert marking have been performed to prevent other agencies at the time of digging our sewer line don't get damage
- Some of the crew had continue helping at the desert shores park with Mr. Prager on the new irrigation and watering the trees with the water truck.

Incident:

- The pinch valve at station 2 worn out, the rubber was torn. The valve was installed six years ago.
- The crew fixed the pinch valve by replacing the rubber with a new one that was in stock since the six years ago
- The other pinch valve was inspected, and it as well needed to be replaced.
- Two new rubbers will be purchased to keep in stock

## Park report for July 2023

Salton City park is open and being maintained.

As of the time of this report, there has been no applications for park host in Salton City Park . From checking cameras there is still after hour activity at Salton City Park.

Desert Shores Park is still closed for tree irrigation project. Work is continuing to be done but Due to lack of manpower this project is taking more time than expected . The trees are still in good condition despite being planted in the beginning of summer. Hand watering is taking place every other day



and will continue until irrigation is all in,  
back filled and smoothed out.



rees@DSPark

From: Stephen Prager [sprager@saltoncsd.ca.gov](mailto:sprager@saltoncsd.ca.gov)

To: Mon, Jun 19, 2023, 9:36 AM

Attachment: 20230619\_082959.jpg 5 MB

20230619\_083015.jpg 2.6 MB













From Stephen Prager [sprager@saltoncsd.ca.gov](mailto:sprager@saltoncsd.ca.gov)

Time Mon, Jul 10, 2023, 12:57 PM

Date 20230710\_102017.jpg 5.6 MB





From: Stephen Prager [sprager@saltoncsd.ca.gov](mailto:sprager@saltoncsd.ca.gov)

To: Fri, Jul 7, 2023, 2:06 PM

Date: 20230707\_123822.jpg 4.9 MB

20230707\_123825.jpg 6 MB





To: Stephen Prager [sprager@saltoncsd.ca.gov](mailto:sprager@saltoncsd.ca.gov)

Date: Wed, Jul 12, 2023, 1:53 PM

 Screenshot\_20230712-134740\_The Weather Channel.jpg 506 KB





# **SALTON COMMUNITY SERVICES DISTRICT**

## **BID DOCUMENTS & SPECIFICATIONS**

**PROJECT NO. 1 Phase1**

**DESERT SHORES SOCCER PARK**

**PREPARED FOR:**

**SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE, SUITE 1  
THERMAL, CA 92275  
(760) 394-4446**



## **TABLE OF CONTENTS**

| <b><u>DIVISION 1 - BIDDING AND CONTRACT REQUIREMENTS</u></b> |  | <b><u>PAGE</u></b> |
|--|--|--------------------|
| <b>1100</b>  | <b>Invitation to Bid Phase 1</b>                                     | <b>1100-1</b>      |
| <b>1110</b>  | <b>Instructions to Bidders</b>                                       | <b>1110-1</b>      |
| <b>1200</b>  | <b>Bid Phase 1</b>   | <b>1200-1</b>      |
| <b>1210</b>  | <b>Bid Schedule Phase 1</b>  | <b>1210-1</b>      |
| <b>1220</b>  | <b>Bid Guaranty Bond</b>   | <b>1220-1</b>      |
| <b>1230</b>  | <b>Certification of Bidder's Experience and Qualifications</b>       | <b>1230-1</b>      |
| <b>1240</b>  | <b>Proposed Subcontractors</b>                                       | <b>1240-1</b>      |
| <b>1250</b>  | <b>Non-Collusion Affidavit</b>                                       | <b>1250-1</b>      |
| <b>1300</b>  | <b>Public Work Agreement</b>   | <b>1300-1</b>      |
| <b>1310</b>  | <b>Performance Bond</b>  | <b>1310-1</b>      |
| <b>1320</b>  | <b>Payment Bond</b>  | <b>1320-1</b>      |
| <b>1330</b>  | <b>Workers' Compensation Insurance Certificate</b>                   | <b>1330-1</b>      |
| <b>1340</b>  | <b>Liability and Insurance Requirements</b>                          | <b>1340-1</b>      |
|  | <b>1.0 Indemnification</b>   | <b>1340-1</b>      |
|  | <b>2.0 Insurance Requirements</b>                                    | <b>1340-2</b>      |
|  | 2.1 General  | 1340-2             |
|  | 2.2 Commercial General Liability Policy                              | 1340-3             |
|  | 2.3 Workers' Compensation Insurance                                  | 1340-3             |
|  | 2.4 Business Auto Policy   | 1340-4             |
|  | 2.5 Excess or Umbrella Liability Insurance                           | 1340-4             |
|  | 2.6 Change in Terms  | 1340-7             |
| <b>1400</b>  | <b>General Conditions</b>  | <b>1400-1</b>      |
|  | <b>1.0 General</b>   | <b>1400-1</b>      |
|  | 1.1 Intent of Contract Documents                                     | 1400-1             |
|  | 1.2 Discrepancies and Omissions                                      | 1400-1             |
|  | 1.3 Headings   | 1400-1             |
|  | 1.4 Penalty for Collusion  | 1400-1             |
|  | 1.5 Successors and Assigns   | 1400-2             |
|  | 1.6 Assignment to District   | 1400-2             |
|  | 1.7 Rights and Remedies  | 1400-2             |
|  | 1.8 Definitions  | 1400-2             |
|  | <b>2.0 Administration</b>  | <b>1400-6</b>      |
|  | 2.1 Administration of the Contract                                   | 1400-6             |
|  | 2.2 Consultants  | 1400-7             |
|  | <b>3.0 District</b>  | <b>1400-7</b>      |
|  | 3.1 General  | 1400-7             |
|  | 3.2 Attention to Work  | 1400-7             |
|  | 3.3 Inspection   | 1400-7             |
|  | 3.4 District's Right to Carry Out the Work                           | 1400-7             |
|  | 3.5 District's Right to Perform Work and to Award Separate Contracts | 1400-7             |

|  |                    |
|--|--------------------|
| <b>4.0 Contractor</b>                                      | <b>1400-8</b>      |
| 4.1 Office   | 1400-8             |
| 4.2 Contractor's Representative                            | 1400-8             |
| 4.3 Construction Procedures                                | 1400-8             |
| 4.4 Contractor's Employees                                 | 1400-8             |
| 4.5 Subcontractors   | 1400-8             |
| 4.6 Contractor's Equipment and Facilities                  | 1400-9             |
| 4.7 Public Safety and Convenience                          | 1400-9             |
| 4.8 District-Contractor Coordination                       | 1400-9             |
| 4.9 Permits  | 1400-10            |
| 4.10 Contractor's Responsibility for the Work and Material | 1400-10            |
| 4.11 Laws to be Observed                                   | 1400-10            |
| 4.12 Safety  | 1400-12            |
| <br><b>5.0 Control of Work and Material</b>                | <br><b>1400-13</b> |
| 5.1 Means and Method                                       | 1400-13            |
| 5.2 District-Furnished Materials                           | 1400-13            |
| 5.3 Defective and Unauthorized Work                        | 1400-13            |
| 5.4 Unnoticed Defects                                      | 1400-14            |
| 5.5 Right to Retain Imperfect Work                         | 1400-14            |
| <br><b>6.0 Progress of the Work</b>                        | <br><b>1400-14</b> |
| 6.1 Beginning of Work                                      | 1400-14            |
| 6.2 Time of Completion                                     | 1400-14            |
| 6.3 Delays   | 1400-14            |
| 6.4 Time Extensions  | 1400-15            |
| 6.5 Temporary Suspension of Work                           | 1400-16            |
| 6.6 Termination of Contract                                | 1400-17            |
| <br><b>7.0 Changes in Scope of Work</b>                    | <br><b>1400-17</b> |
| 7.1 Change Orders  | 1400-17            |
| 7.2 Differing Site Conditions                              | 1400-18            |
| 7.3 Resolution of Disputes                                 | 1400-19            |
| <br><b>8.0 Project Modifications Procedures</b>            | <br><b>1400-21</b> |
| 8.1 Changes in Contract Price                              | 1400-21            |
| 8.2 Negotiated Change Orders                               | 1400-22            |
| 8.3 Force Account Payment                                  | 1400-23            |
| 8.4 Time Extensions for Change Orders                      | 1400-24            |
| <br><b>9.0 Payment</b>                                     | <br><b>1400-25</b> |
| 9.1 Scope of Payment                                       | 1400-25            |
| 9.2 Partial Payments                                       | 1400-25            |
| 9.3 Partial Payments - Inclusion of Material on Hand       | 1400-26            |
| 9.4 Right to Withhold Amounts                              | 1400-26            |
| 9.5 Substantial Completion                                 | 1400-27            |
| 9.6 Final Inspection and Payment                           | 1400-27            |
| 9.7 Warranty of Title                                      | 1400-28            |

## **DIVISION 2 - GENERAL PROJECT REQUIREMENTS**

|             |  |               |
|-------------|--|---------------|
| <b>2000</b> | <b>General</b>   | <b>2000-1</b> |
|             | <b>1.0 Standard Specifications</b>                             | <b>2000-1</b> |
|             | <b>2.0 Preconstruction Conference</b>                          | <b>2000-2</b> |
|             | 2.1 Attendees  | 2000-2        |
|             | 2.2 Agenda   | 2000-2        |
|             | <b>3.0 Progress Schedules</b>                                  | <b>2000-2</b> |
|             | 4.1 General  | 2000-2        |
|             | 4.2 Construction Schedule                                      | 2000-2        |
|             | 4.3 Time Impact Analysis                                       | 2000-3        |
|             | 4.4 Weekly Activities Plan                                     | 2000-3        |
|             | 4.5 Cash Flow Projection                                       | 2000-3        |
|             | 4.6 Lump Sum Price Breakdown                                   | 2000-3        |
|             | <b>4.0 Special Controls</b>                                    | <b>2000-3</b> |
|             | 4.1 Dust Control   | 2000-3        |
|             | 4.2 Noise Abatement  | 2000-4        |
|             | 4.3 Working Hours  | 2000-4        |
|             | 4.4 Drainage Control   | 2000-4        |
|             | 4.5 Construction Cleaning                                      | 2000-4        |
|             | 4.6 Disposal of Material                                       | 2000-4        |
|             | 4.7 Parking and Storage Areas                                  | 2000-5        |
|             | <b>5.0 Protection and Restoration of Existing Improvements</b> | <b>2000-5</b> |
|             | <b>6.0 Existing Utilities</b>                                  | <b>2000-5</b> |
|             | 6.1 General  | 2000-5        |
|             | 6.2 Notification and Location                                  | 2000-5        |
|             | 6.3 Damage and Protection                                      | 2000-6        |
|             | 6.4 Utility Relocation and Rearrangement                       | 2000-6        |
|             | 6.5 Underground Facilities                                     | 2000-7        |

## **DIVISION 3 - SPECIAL PROVISIONS**

### **SECTION 3000**

|            |                                       |               |
|------------|---------------------------------------|---------------|
| <b>1.0</b> | <b>General</b>                        | <b>3000-1</b> |
| 1.1        | Scope of Services                     | 3000-1        |
| 1.2        | Project Description                   | 3000-1        |
| 1.3        | Project Plans                         | 3000-1        |
| 1.4        | Drawings of Record                    | 3000-1        |
| 1.5        | Cooperation with other Contractors    | 3000-1        |
| 1.6        | Time Allowed for Construction         | 3000-2        |
| <b>2.0</b> | <b>Bid Items</b>                      | <b>3000-2</b> |
| <b>3.0</b> | <b>Materials</b>                      | <b>3000-2</b> |
| 3.1        | General                               | 3000-2        |
| 3.2        | Substitutions                         | 3000-3        |
| 3.3        | Storage                               | 3000-3        |
| <b>4.0</b> | <b>Work Details</b>                   | <b>3000-3</b> |
| 4.2        | Dust Control                          | 3000-5        |
| 4.3        | Water                                 | 3000-6        |
| 4.4        | Permits, Licenses and Inspection Fees | 3000-6        |
| 4.5        | Air Contaminants                      | 3000-6        |
| 4.6        | Notification                          | 3000-6        |

## **DIVISION 4 – TECHNICAL SPECIFICATIONS**

### **SECTION 4000**

|            |                                 |               |
|------------|---------------------------------|---------------|
| <b>1.0</b> | <b>General Requirements</b>     | <b>4000-1</b> |
| <b>2.0</b> | <b>Mobilization</b>             | <b>4000-1</b> |
| <b>3.0</b> | <b>Dust Control</b>             | <b>4000-1</b> |
| <b>4.0</b> | <b>Landscape and Irrigation</b> | <b>4000-1</b> |
| <b>5.0</b> | <b>Clean Up</b>                 | <b>4000-9</b> |

### **APPENDIX**

#### **WAYPOINT ANALYTICAL SOILS REPORT**

**SECTION 1100  
INVITATION TO BID**

**Project No. 1 Phase 1**

**DESERT SHORES SOCCER PARK**

SEALED BIDS will be received by Salton Community Services District (District) located at 1209 Van Buren Avenue, Suite 1, Salton City, California, 92274, until **2:00 P.M. Wednesday August 16, 2023**, at which time they will be publicly opened and read for performing work as follows:

The project consists of irrigation and sod placement for Desert Shores Soccer Park. All the above improvements are to be constructed in a workmanlike manner, leaving the entire project in a neat and presentable condition. **Refer to Sections 3000 and 4000 for more information.**

This project shall be completed within **60 working days** from the date specified in the Notice to Proceed. Time for the commencement and completion of the work is important and is to be of the essence of the Contract. The successful bidder should plan to order any long lead time equipment items immediately following "Notice of Award."

**A pre-bid conference is scheduled for 9:00 A.M., Thursday July 24, 2023**, at the District offices. *This may not be necessary for this project.*

Complete sets of the bidding documents may be purchased online at:

<http://planitreprographics.net>

**IMPORTANT:** If you are not on the plan holders list through PlanWell Enterprise you will not receive addenda. It is the responsibility of the bidder to ensure that they are placed on the plan holders list.

Bidding procedures are prescribed in the Project Specifications. Bids shall be executed upon the forms bound and made a part of said Specifications. Bid security in an amount not less than ten percent (10%) of the total bid dollar amount and conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance. The District reserves the right to reject any or all bids, and to waive any irregularities in the bids.

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Invitation to Bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the District, its consultants, and their employees, agents, and sub-consultants.

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. These wage rates are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

Pursuant to Section 1725.5 of the California Labor Code, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations at the time the contract is awarded. Contractors and subcontractors may find additional information for registering at the Department of Industrial Relations website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid

proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations. Furthermore, all bidders and contractors are hereby notified that no contractor or subcontractor may be awarded, on or after April 1, 2015, a contract for public work on a public works project unless registered with the Department of Industrial Relations.

Pursuant to Labor Code section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to SB854, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). All contractors and subcontractors must also provide a copy and proof to the District of online submittal within 2 days of online submission.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the District to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the District has determined that the General Contractor shall possess a valid **C-27 (Landscaping Contractor) license**, at the time that the bid is submitted. Subcontractors shall possess valid, suitable licenses for the work they will perform. Failure to possess the specified license(s) shall render the bid as non-responsive.

The successful bidder will be required to furnish a Labor and Materials bond in the amount equal to one hundred percent (100%) of the Contract price, as well as a Faithful Performance Bond, in the amount equal to one hundred percent (100%) of the Contract price.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

Approved By: \_\_\_\_\_

Michelle Gilmore  
President

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

**End of Section**

**SECTION 1110**  
**INSTRUCTIONS TO BIDDERS**

**1.0     WORK TO BE DONE**

It is the intention of the District to construct improvements as shown and set forth on the plans and detailed drawings, and in the particular locations shown on the drawings. All of the work is particularly set forth in the plans and specifications, and all of said work, together with all other work incidental thereto, is included.

The work includes the furnishing of all labor, materials, incidentals and equipment necessary for **Project No. 1 Phase 1, Desert Shores Soccer Park** and all appurtenant incidental items. The Contractor shall be required to provide, at its own cost and expense, all necessary insurance, as required by law or these specifications, and shall pay the cost and expense of any and all incidental matters herein required.

**2.0     EXAMINATION OF CONTRACT DOCUMENTS**

Each bidder shall thoroughly examine and be familiar with those Contract documents contained in the Project Manual, drawings and addenda, if any. The submission of a bid shall constitute an acknowledgment upon which the District may rely that the bidder has thoroughly examined and is familiar with the Contract documents. The failure or neglect of a bidder to receive or examine any of the Contract documents shall in no way relieve him from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract documents.

**3.0     INSPECTION OF SITE**

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means as they may prefer, of the location of the proposed work, and of the actual conditions of and at the site of work. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to the District, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the Contract, it has relied and is relying on its own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract.

The information provided by the District is not intended to be a substitute for, or a supplement to the independent verification by the bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder.

**4.0     INTERPRETATION OF CONTRACT DOCUMENTS**

No oral representations or interpretations will be made to any bidder as to the meaning of the Contract documents. Requests for an interpretation shall be made in writing and delivered at least five (5) days before the time announced for opening the bids to:

Emmanuel Ramos Interim General Manager  
Salton Community Services District  
1209 Van Buren Avenue, Suite 1  
Salton City, CA 92275  
(760) 394-4446 – Phone  
[eramos@saltoncsd.ca.gov](mailto:eramos@saltoncsd.ca.gov) – Email

Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the

District other than a response to the bidder requesting the clarification. Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum by the District for the interpretation to become effective.

#### 5.0 **POSTPONEMENT OF OPENING**

The District reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to plan holders of record in the form of addenda.

#### 6.0 **OPENING OF BIDS**

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Invitation to Bid. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the time for receiving and opening bids as set forth in the Invitation to Bid or as postponed by addenda will be considered nonresponsive and will not be opened. Any such bids will be returned unopened to the Bidder.

The public reading of each bid will include at least the following:

- A. Name and address of bidder.
- B. The total amount of bid.
- C. The nature and amount of the security furnished with the bid.

#### 7.0 **PREPARATION OF BID FORMS**

Bids shall be made on the blank forms in this manual and must be submitted at the time and place stated in the Invitation to Bid. All blanks in the bid forms must be appropriately filled in and all prices must be stated in figures. Unit prices in each and every case shall represent a true unit price used in preparing the bid schedule totals (Bid Form). Unit prices listed herein shall include material, installation and appurtenant work as is necessary to have the item complete and in place meeting the full intent of the plans and specifications. Unbalanced unit prices shall be sufficient cause for rejection of the bid. The purpose of the unit pricing is for bid evaluation and changes in the work during construction. **The basis for award shall be the lowest combined price of the Base Bid Area plus Additive Alternates.** All bids must be submitted in a sealed envelope, addressed to the District to the attention of Emmanuel Ramos, with the following annotation:

|   |       |
|---|-------|
| BIDDER  | _____ |
| ADDRESS   | _____ |
|   | _____ |
| This envelope contains a <b>SEALED BID</b> for: |       |
| <b>Project No. <u>1 Phase 1</u></b>             |       |
| <b>DESERT SHORES SOCCER PARK</b>                |       |
| Envelope to be opened on:                       |       |
| <b>August 16, 2023 @ 2:00 P.M.</b>              |       |
| Unless revised by Addendum.                     |       |

It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. District shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided.



## 8.0 **BIDDER'S SIGNATURE AND AUTHORITY**

If the bid is made by an individual, his/her name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by the corporation, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished, upon request of the District, showing the authority of the officer signing the bid to execute Contracts on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of one of the joint venture firms. Additionally, the bid shall include a copy of the resolution or contract empowering the representative to execute the bid and bind the joint venture.

## 9.0 **ERASURES**

The bid submitted must not contain any erasure, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons submitting the bid.

## 10.0 **BID IRREGULARITIES**

**Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in the Contract Documents may result in rejection of the bid by the District, as not being responsive to the Invitation to Bid.** No oral or telephonic modification of any bid submitted will be considered.

## 11.0 **MODIFICATION OF BID**

Modification of a bid already received will be considered only if the modification is received prior to the time established for receiving bids. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.

## 12.0 **WITHDRAWAL OF BIDS**

In accordance with Public Contract Code 5103, within five days after the opening of bids, a bidder may withdraw its bid providing the bidder can establish to the District's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to the District, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the Project Documents.

## 13.0 **ADDENDA**

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions. You must be on the plan holders list through **PlanWell Enterprises or Plan Manager Pro** in order to receive Addenda.

#### 14.0 **BID PRICES**

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for all federal, state and local taxes.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

#### 15.0 **BID GUARANITY**

The bid form shall be accompanied by a bid guaranty bond provided by a guaranty company authorized to carry on business in the State of California for payment to the District in the sum of at least ten (10) percent of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the District in the sum of at least ten (10) percent of the total amount of the bid price. The bid guarantee bond shall be provided on the form included in Section 1220, **BID GUARANTY BOND**, of this Project Document. The amount payable to the District under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the District as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the District the required performance and payment bonds evidences of insurance; and to enter into, execute, and deliver to the District the Contract on the form provided herewith, within ten (10) calendar days after receiving written notice from the District that the award has been made and the Contract is ready for execution.

The District shall retain all bid security until a contract has been executed or until the District rejects all bids at which time all bid security not forfeited shall be returned to the appropriate bidders.

#### 16.0 **QUALIFICATION OF BIDDER**

Each bidder shall complete and submit with their bid Section 1230, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**.

Upon the request of District, any bidder whose bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish to the satisfaction of the District the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Documents.

#### 17.0 **SUBCONTRACTORS**

In accordance with California Public Contracting Code Section 4100, et. seq., each bid shall have listed in Section 1240, **PROPOSED SUBCONTRACTORS**, the name, portion of work to be performed, and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the bidder's total bid or Ten Thousand Dollars (\$10,000.00), whichever is greater.

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or in the Special Provisions. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from the information submitted by the Contractor, and subject to approval of the Engineer.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

#### **18.0 BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation may, however, submit sub-proposals or quote prices on materials to more than one bidder.

The District may reject the bids of the known participants in such collusion. Pursuant to Public Contract Code Section 7106, bidders shall execute and furnish with their bids Section 1250, **NON-COLLUSION AFFIDAVIT**.

#### **19.0 SHEETING, SHORING AND BRACING**

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, in the bid item indicated, the amount included in its bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the District, its consultants, and their employees, agents, and sub-consultants.

#### **20.0 WAGE RATES**

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done. These wage rates are available from the California Department of Industrial Relations' Internet web site at: [www.dir.ca.gov](http://www.dir.ca.gov)

Bidders shall promptly notify the District, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

#### **21.0 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS**

As provided by Sections 4551 and 4552 of the California Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the bidder.

## **22.0 ASSIGNMENT OF CONTRACT**

No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by District unless such assignment has had prior approval of District and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

## **23.0 REJECTION OF BIDS**

The District reserves the right to reject all bids for any reason. The District further reserves the right to reject any bid: which is non-responsive, incomplete, obscure, or irregular; which omits a bid on any one or more of the required bid items; which does not contain satisfactory documentation of the bidder's qualifications as required by Section 1110-16.0, **QUALIFICATION OF BIDDER**; which, in the District's opinion, the unit prices are unbalanced; which is accompanied by insufficient or irregular bid security; or, which is from a bidder who has previously failed, on a contract of any nature, to perform properly or to complete it on time. The District reserves the right to waive irregularities.

## **24.0 CONTRACT AND BONDS**

The successful bidder, simultaneously with the execution of the Contract, will be required to furnish a Payment Bond on forms provided by the District in an amount equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond in an amount equal to one hundred (100%) of the Contract Price, and the **WORKER'S COMPENSATION INSURANCE CERTIFICATE** in Section 1330. Said bonds shall be secured from a surety company satisfactory to District.

The form of Contract, as provided in Section 1300, which the successful bidder as Contractor will be required to execute, and the forms of bonds as provided in Sections 1310 and 1320, which it will be required to furnish, shall be carefully examined by the bidder.

## **25.0 AWARD OF CONTRACT**

Within sixty (60) days after the time of opening of the bids, the District will act either to accept a bid, to reject all bids or with the consent of the bidders and their sureties to extend the time in which the District may act. The acceptance of a bid will be evidenced by a notice of award of Contract in writing, delivered in person or by certified mail to the bidder whose bid is accepted. No other act of District will constitute acceptance of a bid. The award of Contract shall obligate the bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Contract in the form set forth in the Contract documents.

## **26.0 EXECUTION OF CONTRACT**

The Contract Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within ten (10) days after receiving written notice of the award of the Contract. Time is of the essence in this regard. After execution by District, one copy shall be returned to Contractor.

## **27.0 CONSTRUCTION DOCUMENTS**

The District will furnish the Contractor five copies of the Specifications after the execution of the Contract. The Contractor may request up to three additional copies at no cost, for a total of eight (8) no cost copies.

**\*\*\*END OF SECTION\*\*\***

**SECTION 1200**  
**BID**

DATE: \_\_\_\_\_

The undersigned, as bidder, declares it has received and examined the Contract Document entitled **Project No. 1 Phase 1, Desert Shores Soccer Park**, and will contract with the District, on the form of Contract provided herewith, to do everything required for the fulfillment of the contract for said work at the prices and on the terms and conditions herein contained.

We have included the following items and agree that they shall form a part of this bid:

| <b><u>SECTION</u></b> | <b><u>TITLE</u></b>                                     |
|-----------------------|---|
| 1200                  | Bid   |
| 1210                  | Bid Schedule  |
| 1220                  | Bid Guaranty Bond                                       |
| 1230                  | Certification of Bidder's Experience and Qualifications |
| 1240                  | Proposed Subcontractors                                 |
| 1250                  | Non-Collusion Affidavit                                 |

We acknowledge that the following addenda have been received and have been examined as part of the Contract Documents. Bidders must be on the Plan Holders List with the Salton Community Services District in order to receive addenda.

| <b>Addendum #</b> | <b>Date Received</b> | <b>Initials</b> |
|-------------------|----------------------|-----------------|
| _____             | _____                | _____           |
| _____             | _____                | _____           |
| _____             | _____                | _____           |
| _____             | _____                | _____           |

Attached is a bid guaranty bond as required by Paragraph 1110-15.0, **BID GUARANTY**.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Bidder Telephone Number

If our bid is accepted, we agree to sign the contract without qualifications and to furnish the performance and payment bonds and the required evidence of insurance within 10 calendar days after receiving written notice of the award of the contract.

We further agree, if our bid is accepted and a Contract for performance of the work is entered into with the District, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
License Expiration Date

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Title of Witness

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
State of Incorporation

**SECTION 1210**  
**BID SCHEDULE**

**Project No. 1 Phase 1**

**DESERT SHORES SOCCER PARK**

Salton Community Services District  
1209 Van Buren Avenue, Suite 1  
Salton City, CA 92274

To Whom It May Concern:

Pursuant to the Invitation to Bid, and in accordance with the provisions therein stated, the undersigned hereby proposes and agrees that on award by the District under this Bid, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation and services for **Project No. 1 Phase 1, Desert Shores Soccer Park** in accordance with the plans and specifications therefore adopted and on file with the District within the time hereinafter set forth and at the prices named in this Bid. It is understood that the basis of award shall be the lowest total price of the Base Bid Area plus Additive Alternates.

Unit prices in each and every case represent the true unit price used in preparing the bid schedule totals (Bid Form). Unit prices listed herein include material, installation and appurtenant work as is necessary to have the item complete and in place meeting the full intent of the plans and specifications. We acknowledge that unbalanced unit prices shall be sufficient cause for the rejection of our bid.

**BASE BID:**

| ITEM NO.                                | ITEM DESCRIPTION                         | EST. QTY. | UNIT | UNIT PRICE | ITEM TOTAL |
|---|--|-----------|------|------------|------------|
| 1                                       | Mobilization                             | 1         | LS   | \$         | \$         |
| 2                                       | Dust Control                             | 1         | LS   | \$         | \$         |
| 3                                       | Soil Prep and Fine Grading               | 1         | LS   | \$         | \$         |
| 4                                       | Furnish and Install Landscaping per Plan | 1         | LS   | \$         | \$         |
| 5                                       | Furnish and Install Irrigation per Plan  | 1         | LS   | \$         | \$         |
| 6                                       | 90-Day Landscape Maintenance             | 1         | LS   | \$         | \$         |
| <b>SUB-TOTAL BASE BID – ITEMS 1 - 7</b> |  |           |      |            | <b>\$</b>  |

**ADDITIVE ALTERNATIVE 1: District may approve any, all, or none of the following items**

| ITEM NO.   | ITEM DESCRIPTION                         | EST. QTY. | UNIT | UNIT PRICE | ITEM TOTAL |
|--|--|-----------|------|------------|------------|
| 1  | Dust Control                             | 1         | LS   | \$         | \$         |
| 2  | Soil Prep and Fine Grading               | 1         | LS   | \$         | \$         |
| 3  | Furnish and Install Landscaping per Plan | 1         | LS   | \$         | \$         |
| 4  | Furnish and Install Irrigation per Plan  | 1         | LS   | \$         | \$         |
| 5  | 90-Day Landscape Maintenance             | 1         | LS   | \$         | \$         |
| <b>SUB-TOTAL ADD ALTERNATIVE BID – ITEMS 1 - 6</b> |  |           |      |            | <b>\$</b>  |



**GRAND TOTAL BASE BID PLUS ADDITIVE ALTERNATES:**

\_\_\_\_\_  
(Words)

\_\_\_\_\_  
(Words) (\$ \_\_\_\_\_)  
(Figures)

Bid Amount of each of the above Bid Items must be filled in and completed. It is understood that the quantities shown hereon are but estimates and the bidder is responsible to verify quantities prior to submitting a bid. Final payment will be based upon actual work performed, subject to such adjustments and alterations as elsewhere provided herein.

\_\_\_\_\_  
Signature of Bidder (Ink)

\_\_\_\_\_  
Name of Bidder (Printed or Typed)

\_\_\_\_\_  
Bidder Telephone Number

**SECTION 1220**  
**BID GUARANTY BOND**

**PRINCIPAL**, and \_\_\_\_\_, as **SURETY**, are held and firmly bound unto the District in the penal sum of TEN (10) PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the District to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the above-mentioned bid to the District, for certain construction specifically described as follows, for which bids are to be opened at Salton City, California.

**Project No. 1 Phase 1**  
**DESERT SHORES SOCCER PARK**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the District, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Note: Signatures of those executing for the surety must be properly acknowledged.

**SECTION 1230**  
**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

The undersigned Bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

The Bidder shall list below four (4) projects completed in the last seven (7) years of similar size and complexity that indicate the Bidder's experience as a General Contractor.

1.   **Project Name:** \_\_\_\_\_  
      **Owner:** \_\_\_\_\_  
      **Construction Cost:** \$ \_\_\_\_\_  
      **Construction Time:** \_\_\_\_\_ **Calendar Days**  
      **Owner's Representative:** \_\_\_\_\_  
      **Owner's Telephone No.:** \_\_\_\_\_  
      **Date of Substantial Completion:** \_\_\_\_\_
  
2.   **Project Name:** \_\_\_\_\_  
      **Owner:** \_\_\_\_\_  
      **Construction Cost:** \$ \_\_\_\_\_  
      **Construction Time:** \_\_\_\_\_ **Calendar Days**  
      **Owner's Representative:** \_\_\_\_\_  
      **Owner's Telephone No.:** \_\_\_\_\_  
      **Date of Substantial Completion:** \_\_\_\_\_

3. **Project Name:** \_\_\_\_\_  
**Owner:** \_\_\_\_\_  
**Construction Cost:** \$ \_\_\_\_\_  
**Construction Time:** \_\_\_\_\_ **Calendar Days**  
**Owner's Representative:** \_\_\_\_\_  
**Owner's Telephone No.:** \_\_\_\_\_  
**Date of Substantial Completion:** \_\_\_\_\_

4. **Project Name:** \_\_\_\_\_  
**Owner:** \_\_\_\_\_  
**Construction Cost:** \$ \_\_\_\_\_  
**Construction Time:** \_\_\_\_\_ **Calendar Days**  
**Owner's Representative:** \_\_\_\_\_  
**Owner's Telephone No.:** \_\_\_\_\_  
**Date of Substantial Completion:** \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
DIR Reg No.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Title of Signatory

**SECTION 1240**  
**PROPOSED SUBCONTRACTORS**

Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered and headed "Proposed Subcontractors" and shall be signed.)

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or in the Special Provisions. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price.

| <b>Subcontractor</b> | <b>Business Address</b> | <b>Description of Work</b> | <b>% of Work</b> | <b>DIR Reg No.</b> |
|----------------------|-------------------------|----------------------------|------------------|--------------------|
|                      |                         |                            |                  |                    |
|                      |                         |                            |                  |                    |
|                      |                         |                            |                  |                    |
|                      |                         |                            |                  |                    |
|                      |                         |                            |                  |                    |
|                      |                         |                            |                  |                    |
|                      |                         |                            |                  |                    |
|                      |                         |                            |                  |                    |
|                      |                         |                            |                  |                    |
|                      |                         |                            |                  |                    |

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name of Bidder

**SECTION 1250**  
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California                    )  
  ) ss.  
County of                                )

\_\_\_\_\_, being first duly sworn, deposes and say that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by contract, agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **SALTON COMMUNITY SERVICES DISTRICT**

## **PUBLIC WORKS AGREEMENT**

(NAME OF CONTRACTOR)

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective \_\_\_\_\_, 2023, by and between the Salton Community Services District, a community facilities district (“DISTRICT”), and NAME OF CONTRACTOR (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **I. SCOPE OF WORK**

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Desert Shores Soccer Park Phase 1 Project (hereinafter “Project”). District’s Invitation for Bids (“Invitation”) for the Project, dated \_\_\_, 2023, and CONTRACTOR’s Bid in response to the Invitation, dated \_\_\_, 2023, are attached hereto as Exhibits “A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the District, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the District, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

### **II. TIME FOR PROJECT COMPLETION**

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the District or Construction Manager, if a Construction Manager is employed by District on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

### **III. THE CONTRACT SUM**

The District shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$\_\_\_\_\_.

### **IV. PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the District shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

### **V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

A. CONTRACTOR shall indemnify, defend with legal counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the District. Should conflict of interest principles preclude a single legal counsel from representing both District and CONTRACTOR, or should District otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the District its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.



CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of District under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of District.

## **VI. PREVAILING WAGES**

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”,
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.5 - Apprenticeship Requirements.
  - 4. Section 1813 - Penalty for Failure to Pay Overtime.
  - 5. Sections 1810 and 1811 - Working Hour Restrictions.
  - 6. Section 1775 - Payroll Records.
  - 7. Section 1773.1 - Travel and Subsistence Pay.

## **VII. RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the District and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

## **VIII. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the District to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

## **IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from District or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the District may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the District to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the District, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the District, or the CONTRACTOR shall pay the District the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the District.

## **X. INSURANCE**

**SEE SECTION 1340 OF BID DOCUMENTS AND SPECIFICATIONS WHICH ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE**

### ***B. Other provisions or requirements***

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers,

officials, employees, and agents shall continue as additional insureds under such policies.

- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. District's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by CONTRACTOR or District will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, District may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the District to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by

any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that District , , and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.
- 14. District's right to revise requirements.** The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the District and CONTRACTOR may renegotiate CONTRACTOR's compensation.

**15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

**16. Timely notice of claims.** CONTRACTOR shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

## **XI. CONTRACTOR'S LICENSE**

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

## **XII. REGISTRATION REQUIREMENTS**

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

C. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the District knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

### **XIII. CORPORATION IN GOOD STANDING**

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that (Insert Name) whose title is (Insert Title) is authorized to act for and bind the corporation.

### **XIV. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

### **XV. SUBSURFACE HAZARDOUS MATERIALS**

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the District in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the District will 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 the CONTRACTOR's cost of or the time required for performance of any part of the work, the District will issue a change order under the procedures described in the General Conditions.
  - C. In the event that a dispute arises between the District and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

## **XVI. COMPONENT PARTS OF THE CONTRACT**

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- |  |   |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids                | <input type="checkbox"/> Information Required of Bidder     |
| <input type="checkbox"/> Scope of Work Summary               | <input type="checkbox"/> Construction Services Agreement    |
| <input type="checkbox"/> Information for Bidders             | <input type="checkbox"/> Certificate Regarding Worker's     |
| <input type="checkbox"/> Bid Form                            | <input type="checkbox"/> Compensation                       |
| <input type="checkbox"/> Non-Collusion Affidavit             | <input type="checkbox"/> Drug-free Workplace Certification  |
| <input type="checkbox"/> Site Visit Certification            | <input type="checkbox"/> Plans and Specifications           |
| <input type="checkbox"/> Faithful Performance Bond           | <input type="checkbox"/> Addenda                            |
| <input type="checkbox"/> Labor and Materials Payment Bond    | <input type="checkbox"/> Drawings                           |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders                      |
| <input type="checkbox"/> Special Conditions                  | <input type="checkbox"/> Shop Drawing Transmittals          |
| <input type="checkbox"/> Project Construction Schedule       | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors             | <input type="checkbox"/> Non-Asbestos Containing Materials  |
| <input type="checkbox"/> Bid Bond                            |   |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

## **XVII. ENTIRE CONTRACT**

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

### **Special Federal Requirements**

#### Special Federal Requirements

1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.
3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010).

Contractor acknowledges that work under this contract is subject to the payment of prevailing wages pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations (State Prevailing Wages), and the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (Davis-Bacon Act Prevailing Wages). The Contractor to whom the contract is awarded, and all subcontractors under him, shall pay the higher of the Federal or State prevailing wage rate for any given classification employed in the performance of this contract.

[Signatures on following page.]



**SIGNATURE PAGE TO**  
**SALTON COMMUNITY SERVICES DISTRICT**  
**PUBLIC WORKS AGREEMENT**  
(NAME OF CONTRACTOR)

**CITY:**

SALTON COMMUNITY SERVICES  
DISTRICT

By: \_\_\_\_\_  
Michelle Gilmore, President  
Mayor

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_  
District Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert L. Patterson, District Legal Counsel

**SALTON COMMUNITY SERVICES DISTRICT**

**PUBLIC WORKS AGREEMENT**

(NAME OF CONTRACTOR)

**EXHIBIT “A”**

DISTRICT’S INVITATION FOR BIDS

DATED \_\_\_\_\_

(Insert behind this page.)

**SALTON COMMUNITY SERVICES DISTRICT**

**PUBLIC WORKS AGREEMENT**

(NAME OF CONTRACTOR)

**EXHIBIT “B”**

CONTRACTOR’S BID

DATED \_\_\_\_\_

(Insert behind this page.)

**SALTON COMMUNITY SERVICES DISTRICT**

**PUBLIC WORKS AGREEMENT**

(NAME OF CONTRACTOR)

**EXHIBIT “C”**

**PROJECT CONSTRUCTION SCHEDULE**

(Insert behind this page.)

**SALTON COMMUNITY SERVICES DISTRICT**

**PUBLIC WORKS AGREEMENT**

(NAME OF CONTRACTOR)

**EXHIBIT “D”**

**ADDITIONAL FEDERAL REQUIREMENTS**

(None at this time)

## **PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, \_\_\_\_\_ (hereinafter referred to as "City") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

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

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

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

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

As a 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 attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$ \_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2011, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Authority to local representatives of the bonding company must be attached hereto.

## **PAYMENT BOND (LABOR AND MATERIALS)**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Salton Community Services District (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_  
(the "Project"); and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

(Attached Attorney-In-Fact  
Certificate and Required  
Acknowledgements)

\*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.

## GENERAL CONDITIONS

### ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the **District**.
- b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by District Engineer and/or District.
- d. Contract Documents includes all documents as stated in the Contract.
- e. City and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. Engineer shall mean the District Engineer, or his or her designee, of the Department of Public Works for the Salton Community Services District, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “ District’s Representative” or “Representative” in the Contract Documents.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the District Engineer and/or District.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District Engineer and/or District is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- m. Project is The Work planned by District as provided in the Contract Documents.
- n. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.

- o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction (“Greenbook”), 2015 Edition which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- q. The Work means the entire improvement planned by the District pursuant to the Contract Documents.
- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

## **ARTICLE 2. CONTRACT DOCUMENTS**

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
  - 1. Change Orders or Work Change Directives
  - 2. Addenda
  - 3. Special Provisions (or Special Conditions)
  - 4. Technical Specifications
  - 5. Plans (Contract Drawings)
  - 6. Contract
  - 7. General Conditions
  - 8. Instructions to Bidders
  - 9. Notice Inviting Bids
  - 10. Contractor’s Bid Forms
  - 11. Greenbook Standard Specifications (Sections 1-9 Excluded)
  - 12. Standard Plans
  - 13. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

- 1. Figures govern over scaled dimensions
- 2. Detail drawings govern over general drawings
- 3. Addenda or Change Order drawings govern over Contract Drawings
- 4. Contract Drawings govern over Standard Drawings

5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

### **ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE**

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

### **ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS**

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.



## **ARTICLE 5.           EXISTENCE OF UTILITIES AT THE WORK SITE**

- a.     The District has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- b.     No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- c.     All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- d.     Notwithstanding the above, pursuant to Section 4215 of the Government Code, the District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, District shall assume the responsibility for their timely removal, relocation, or protection.
- e.     Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

## **ARTICLE 6.           SCHEDULE**

- a.     **Estimated Schedule.** Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time

period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and “float time” for all “slack” or “gaps” in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor’s judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

## **ARTICLE 7. SUBSTITUTIONS**

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.
- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog

information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

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

## **ARTICLE 8. SHOP DRAWINGS**

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer’s approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer’s attention to such deviations at time of submission and has secured the Engineer’s written Approval. Engineer’s Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

## **ARTICLE 9. SUBMITTALS**

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with

design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

#### **ARTICLE 10. MATERIALS**

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

#### **ARTICLE 11. CONTRACTOR'S SUPERVISION**

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

#### **ARTICLE 12. WORKERS**

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the District.

## **ARTICLE 13. SUBCONTRACTORS**

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the **District** for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the **District**.
- b. The District reserves the right to Approve all subcontractors. The **District's** Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

## **ARTICLE 14. PERMITS AND LICENSES**

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

## **ARTICLE 15. UTILITY USAGE**

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.

- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities by compensating the District for utilities used by Contractor.

## **ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES**

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.

## **ARTICLE 17. TRENCHES**

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.
- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
  - 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 2) Subsurface or latent physical conditions at the site differing from those indicated.
  - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the



Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

#### **ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS**

In compliance with the applicable District's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by District or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

#### **ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS**

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the **District** in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the **District** and Contractor.

#### **ARTICLE 20. SANITARY FACILITIES**

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

#### **ARTICLE 21. AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

#### **ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT**

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing

and implementing a Storm Water Pollution Prevention Plan (“SWPPP”) prior to initiating Work. In bidding on this Contract, it shall be Contractor’s responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor’s failure to comply with the Permit.

## **ARTICLE 23.       CLEANING UP**

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

#### **ARTICLE 24. LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Engineer. Any required “as-built” drawings of the Work shall be prepared by the registered civil engineer.

#### **ARTICLE 25. EXCESSIVE NOISE**

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

#### **ARTICLE 26. TESTS AND INSPECTIONS**

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor’s cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

## **ARTICLE 27. PROTECTION OF WORK AND PROPERTY**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
  - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
  - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.

- 3) Deliver materials to the Project site over a route designated by the Engineer.
- 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.
- 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the District.
- 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9) At the completion of work each day, leave the Project site in a clean, safe condition.
- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

- e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.

## **ARTICLE 28. CONTRACTORS MEANS AND METHODS**

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

## **ARTICLE 29. INSPECTOR'S FIELD OFFICE**

Not Required for this project.

### **ARTICLE 30. AUTHORIZED REPRESENTATIVES**

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

### **ARTICLE 31. HOURS OF WORK**

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the District Engineer:
  - 1) Powered Vehicles
  - 2) Construction Equipment
  - 3) Loading and Unloading Vehicles
  - 4) Domestic Power Tool.

### **ARTICLE 32. PAYROLL RECORDS**

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:



- 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - 2) A electronic copy of all certified payroll records described herein shall be submitted directly to the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

### **ARTICLE 33. PREVAILING RATES OF WAGES**

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such

stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- d. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

#### **ARTICLE 34. EMPLOYMENT OF APPRENTICES**

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### **ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

#### **ARTICLE 36. LABOR/EMPLOYMENT SAFETY**

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

#### **ARTICLE 37. WORKERS' COMPENSATION INSURANCE**

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of

compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the **District** certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

#### **ARTICLE 38. EMPLOYER'S LIABILITY INSURANCE**

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

#### **ARTICLE 39. RESERVED**

#### **ARTICLE 40. RESERVED**

#### **ARTICLE 41. RESERVED**

a.

#### **ARTICLE 42. FORM AND PROOF OF CARRIAGE OF INSURANCE**

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Administrative Services Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Administrative Services Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or Stop Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate

of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

#### **ARTICLE 43. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified on the bid schedule. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of **\$500.00** for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers).

Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

#### **ARTICLE 44. COST BREAKDOWN AND PERIODIC ESTIMATES**

Contractor shall furnish on forms Approved by the District:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

#### **ARTICLE 45. MOBILIZATION**

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.

- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
1. Obtaining and paying for all bonds, insurance, and permits.
  2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
  3. Installing temporary construction power, wiring, and lighting facilities.
  4. Establishing fire protection system.
  5. Developing and installing a construction water supply.
  6. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
  7. Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.
  8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
  9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
  10. Arranging for and erection of Contractor's work and storage yard, including required project signage.
  11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
  12. Full-time presence of Contractor's superintendent at the job site as required herein.
  13. Submittal of Construction Schedule as required by the Contract Documents.

#### **ARTICLE 46. PAYMENTS**

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.

- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

#### **ARTICLE 47. PAYMENTS WITHHELD AND BACKCHARGES**

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.



1. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

## **ARTICLE 48. CHANGES AND EXTRA WORK**

### **a. Change Order Work.**

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the District's estimate of cost. If

the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.

- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
- (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
  - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
  - (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
  - (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
    - i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
    - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
    - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the

Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

- iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
  - v. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
  - 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
  - 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
  - 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
  - 13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

#### **ARTICLE 49. OCCUPANCY**

The District reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

#### **ARTICLE 50. INDEMNIFICATION**

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

#### **ARTICLE 51. RECORD ("AS BUILT") DRAWINGS**

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.

- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

## **ARTICLE 52. RESOLUTION OF CONSTRUCTION CLAIMS**

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the District shall be resolved under the following the statutory procedure unless the District has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the District.
- c. **Claims Under \$50,000.** The District shall respond in writing to the claim within 45 days of receipt of the claim, or, the District may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the District and the claimant. The District's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- d. **Claims over \$50,000 but less than or equal to \$375,000.** The District shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the District and the claimant. The District's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- e. The Contractor will submit the claim justification in the following format:
  - 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
  - 2) List of documents relating to claim
    - (a) Specifications

- (b) Drawings
  - (c) Clarifications (Requests for Information)
  - (d) Schedules
  - (e) Other
- 3) Chronology of events and correspondence
- 4) Analysis of claim merit
- 5) Analysis of claim cost
- 6) Analysis of time impact analysis in CPM format
- 7) Cover letter and certification of validity of the claim
- f. If the claimant disputes the District's response, or if the District fails to respond within the statutory time period(s), the claimant may so notify the District within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the District shall schedule a meet and confer conference within 30 Days.
- g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by District, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

#### **ARTICLE 53. DISTRICT'S RIGHT TO TERMINATE CONTRACT**

- a. **Termination for Cause:** The **District** may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the **District**; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The **District** may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the **District** for any excess costs or other damages incurred by the District to complete the Project. If the **District** takes over The Work, the **District** may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. **Termination For Convenience:** The District may terminate performance of The Work in whole or, in part, if the District determines that a termination is in the District's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to



and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."

- 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the **District**.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

#### **ARTICLE 54. WARRANTY AND GUARANTEE**

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
  - 1) Obtain for District all warranties that would be given in normal commercial practice;
  - 2) Require all warranties to be executed, in writing, for the benefit of the District; and

- 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

#### **ARTICLE 55. DOCUMENT RETENTION & EXAMINATION**

- a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

#### **ARTICLE 56. SOILS INVESTIGATIONS**

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

#### **ARTICLE 57. SEPARATE CONTRACTS**

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor

exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

#### **ARTICLE 58. NOTICE AND SERVICE THEREOF**

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

#### **ARTICLE 59. NOTICE OF THIRD PARTY CLAIMS**

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

#### **ARTICLE 60. STATE LICENSE BOARD NOTICE.**

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

#### **ARTICLE 61. INTEGRATION**

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the District and Contractor.

#### **ARTICLE 62. ASSIGNMENT**

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment

without the written consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

**ARTICLE 63. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

**ARTICLE 64. ASSIGNMENT OF ANTITRUST ACTIONS**

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

**ARTICLE 65. PROHIBITED INTERESTS**

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

**ARTICLE 66. LAWS AND REGULATIONS**

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with

ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

#### **ARTICLE 67. PATENT FEES OR ROYALTIES**

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

#### **ARTICLE 68. OWNERSHIP OF DRAWING**

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of The Work.

#### **ARTICLE 69. NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

#### **ARTICLE 67. PATENT FEES OR ROYALTIES**

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

#### **ARTICLE 68. OWNERSHIP OF DRAWING**

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of The Work.

#### **ARTICLE 69. NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

**SECTION 1310**  
**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT the Salton Community Services District, a community services district, hereinafter designated the District, has on \_\_\_\_\_, 2023, awarded to \_\_\_\_\_, hereinafter designated as the Principal, a Contract for **Project No. 1 Phase 1, Desert Shores Soccer Park** and:

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said 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 faithfully perform the covenants, conditions, and agreements in the said contract and any alterations 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, the District, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

It is acknowledged that the Contract provides for one-year guarantee period, during which time this bond remains in full force and effort.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their \_\_\_\_\_ seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Surety

(Seal)

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Phone # of Surety

\_\_\_\_\_  
Contact Person for Surety

**SECTION 1320**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT the Salton Community Services District, a community services district, hereinafter designated the District, has on \_\_\_\_\_, 2023, awarded to \_\_\_\_\_, hereinafter designated as the Principal, a Contract for **Project No. 1 Phase 1**, **Desert Shores Soccer Park**.

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, providing that if said Principal, or any of it or its subcontractors shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the District as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their \_\_\_\_\_ seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Surety

(Seal)

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Phone # of Surety

\_\_\_\_\_  
Contact Person for Surety

**SECTION 1330**  
**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the City the following certification:

"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."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **SECTION 1340**

### **LIABILITY AND INSURANCE REQUIREMENTS**

#### **1.0 INDEMNIFICATION**

Except for the gross negligence or willful misconduct of an Indemnified Party (as hereinafter defined), the Contractor hereby assumes liability for and agrees to defend (at Indemnified Parties' option), indemnify, protect and hold harmless District and its Project Consultants, and Engineers, officers, agents, and employees ("Indemnified Parties") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnified Parties arising out of or encountered in connection with this Contract or the performance of the Work including, but not limited to, death of or bodily or personal injury to persons or damage to property, including property owned by or under the care and custody of District, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Contractor, its officers, agents, employees or Subcontractors including, but not limited to, liability arising from:

1. Any dangerous, hazardous, unsafe, or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors;
2. Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this contract or otherwise;
3. Any act, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
4. Any failure of Contractor, its officers, agents or employees to comply with any of the terms or conditions of this Contract or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and
5. The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-subsections (1), (2), (3), and (4), existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of District.

The Contractor also agrees to indemnify District and pay for all damages or loss suffered by District including but not limited to damage to or loss of District property, to the extent not insured by District and loss of District revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-subsections (1), (2), (3), (4) and (5).

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnified Party. However, without affecting the rights of District under any provision of this Contract, Contractor shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by Contract between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of District.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Contract. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Contract or this section.

This indemnity shall survive termination of the Contract or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnified Parties may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, District may, in its sole discretion, reserve, retain or apply any monies to the Contractor under this Contract for the purpose of resolving such claims; provided, however, District may release such funds if the Contractor provides District with reasonable assurance of protection of the Indemnified Parties' interests. District shall, in its sole discretion, determine whether such assurances are reasonable.

Approval of any insurance contracts by the District does not relieve the Contractor or subcontractors from liability under Section 1340-1.0, Indemnification. The District will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

## 2.0 **INSURANCE REQUIREMENTS**

### 2.1 **General**

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this Contract and which is applicable to a given loss, will be available to District.

Contractor shall submit coverage verification for review and approval by the District upon execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the District. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required by Paragraph 1340-2.0 INSURANCE REQUIREMENTS.

Contractor shall provide the following types and amounts of insurance:

## 2.2 **Commercial General Liability Policy**

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. Limits shall be no less than Two Million Dollars (\$2,000,000) per occurrence for all covered losses and no less than Four Million Dollars (\$4,000,000) general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- a. Explosion, Collapse or Underground Hazard(X CU).
- b. Products and Completed Operations.
- c. Pollution liability.
- d. Contractual liability.

Coverage shall be applicable to City for injury to employees of: contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

## 2.3 **Workers' Compensation Insurance**

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

## 2.4 **Business Auto Policy**

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above.

## 2.5 **Excess or Umbrella Liability Insurance**

**Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage for liability not covered by primary but covered by the umbrella. Self-insured retentions are not permitted. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are authorized carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and District agree as follows:

1. Contractor agrees to endorse the third party Commercial General Liability coverage required herein to include as additional insureds District, its officials, employees and agents, and County, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985 or equivalent. Contractor also agrees to require

all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.

2. Any waiver of subrogation express or implied on the part of District to any party involved in this Contract or related documents applies only to the extent of insurance proceeds actually paid. District, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this Contract, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to District, or to specifically allow Contractors or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and District that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of District, or to the supervisory role, if any, of District. All insurance coverage provided pursuant to this or any other Contract (express or implied) in any way relating to District is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any Contract involving District in relation to the project(s) contemplated by this Contract is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of District, shall be delivered to District at or prior to the execution of this Contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at District option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require written notice to District and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration of non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Contract to do likewise.
9. It is acknowledged by the parties of this Contract that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the District.



10. Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Contract to self-insure its obligations to District. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At that time the District shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District will negotiate additional compensation proportional to the increased benefit to District.
13. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Contract.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of District to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.
15. Contractor will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this Contract. This obligation applies whether or not the Contract is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until District executes a written statement to that effect.
16. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the District, and to require all subcontractors and any other person or entity involved in the project contemplated by this Contract to do likewise.
17. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive.
18. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Contract and are intended by the parties here to be interpreted as such.

19. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Contract and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by District.
20. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Contractor for the cost of additional insurance coverage required by this Contract. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.
21. Contractor agrees to obtain and provide to District a copy of Professional Liability coverage for Architects or Engineers, if any are working on this project through Contractor. District shall determine the liability limit.

2.6 **Change in Terms**

The Contractor shall provide immediate written notice to the District of any change in terms and conditions and/or reduction in the coverage of any nature to the insurance policies.

## SECTION 1400

### **GENERAL CONDITIONS**

#### **1.0 GENERAL**

##### **1.1 Intent of Contract Documents**

Where the Plans or Specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

Unless specifically noted otherwise, all sections of the Specifications and the Plans shall be complimentary and applicable to each other.

In the event the materials and/or equipment are to be furnished by the District, as designated in the Specific Project Requirements or as agreed on, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the Contract.

Words and abbreviations which have well known technical or trade meaning are used in the Contract Documents in accordance with such recognized meanings.

##### **1.2 Discrepancies and Omissions**

Any discrepancies or omissions found in the Contract Documents shall be immediately reported to the District which will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Contract
  - a. Agreement
  - b. Permits
  - c. Change Orders
2. Instruction to Bidders
3. Permits issued by other agencies
4. Specific Project Requirements
5. General Project Requirements
6. Supplementary Conditions
7. General Conditions
8. Technical Specifications
9. Standard Specifications
10. Reference Specifications
11. Plans
12. Standard Plans

##### **1.3 Headings**

Headings to parts, divisions, sections, articles, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

1.4 **Penalty for Collusion**

If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the District may suffer thereby, and the District may advertise for new bids for said Work.

1.5 **Successors and Assigns**

The District and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants, contracts, agreements, and obligation contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

1.6 **Assignment to District**

Pursuant to Public Contract Code 4551, in entering into the Contract and all subcontracts, to supply goods, services, or materials pursuant to the Contract, the Contractor and its subcontractors offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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 Contract and subcontracts. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

1.7 **Rights and Remedies**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the District and its representatives or the consultants, shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.8 **Definitions**

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import, refer to actions, expressions, and prerogatives of the District.

Masculine gender words include the feminine. References to gender, such as "workman" and "flagman" and the pronouns "he" or "his" referring to such titles, are abstract in the specifications, used for the sake of brevity are intended to refer to persons of either sex.

Singular words include the plural and "person" includes firms, companies, and corporations.

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

**Acceptance** - The formal written acceptance by the District of an entire Contract which has been completed in all respects in accordance with the Contract Documents and any modifications thereof previously approved.

**Act of God** - An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. A rain, windstorm, high water, or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

**Addenda** - Written or graphic instruments issued prior to the bid which modify or interpret the Contract Documents, drawings, and specifications, by additions, deletions, clarifications, or corrections.

**Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price for the work to be performed.

**Bond(s)** - Bid, Performance, or Payment Bonds and other instruments of surety, furnished by the Contractor and Contractor's surety in accordance with the Contract Documents.

**Bidder** - Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

**Calendar Day** - Any day including legal holidays, Saturdays and Sundays.

**District** – The Salton Community Services District.

**District Representative** - The person designated in writing by the District to act as its agent on specified matters relating to this Contract. The District's Representative is not the District, but is another individual who has been designated to represent the District.

**Contract** - The written document covering the performance of the Work as more fully described in, but not limited to, the plans, standard specifications, special and technical provisions, Contract bonds, proposal, addenda, and Contract Change Orders.

**Contract Change Order** - A written order to the Contractor, covering changes in the plans or quantities, or both, and establishing the basis of payment and time adjustments for the work affected by the changes. Also referred to as a Change Order.

**Contract Documents** - The words "Contract Documents" shall mean any or all of, but not limited to, the following items, as applicable:

- Invitation to Bid
- Instructions to Bidders
- Bid Documents
- Designation of Subcontractors
- Bid Guaranty Bond
- Contract
- Acknowledgments
- Performance Bond
- Payment Bond
- General Conditions
- Supplementary General Conditions
- General Project Requirements
- Specific Project Requirements
- Standard Specifications
- State Standard Specifications
- Project Plans

Standard Drawings  
Addenda, if any  
Executed Change Orders, if any Notice of Award  
Notice to Proceed  
Permits from other agencies

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

**Contract Price** - The amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form. Also referred to as Contract Amount or Contract Sum.

**Contract Time** - Number of calendar days stated in the Contract for the completion of the Work.

**Contract Completion Date** - The date on which the District accepts the work as being complete.

**Contractor** - The person or persons, firms, partnership, corporation, or combination thereof, who have entered with the District, as party or parties of the second part of his or their legal representatives.

**Contractor's Plant and Equipment** - Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

**Consultant** - Individuals and/or companies retained by the District to provide specific professional services.

**Day(s)** - Calendar Day(s), unless contract time is indicated in working days.

**Directive** - Action of the District by which the Contractor is ordered to perform or refrain from performing work under the Contract.

**Field Directive** - Written documentation of the actions of the District in directing the Contractor. Also referred to as a Directive.

**Field Order** - A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.

**Furnish** - To deliver to the job site or other specified location any item, equipment, or material.

**General Conditions** - Part of the Contract Documents representing the general clauses that establishes how the project is to be administered.

**General Project Requirements** - Part of the Contract Documents establishing general conditions or requirements peculiar to the way public works projects are performed.

**Herein** - Refers to information presented in the Project Manual.

**Holidays** - Legal holidays designated by the District or specifically identified in the Contract.

**Install** - Placing, erecting, or constructing any item, equipment, or material.

**Laboratory** - The designated materials testing laboratory authorized by the District to test materials and work involved in the Contract.

**Landscape Architect** - The landscape architect responsible for the preparation of plans and specifications for the District.

**Liquidated Damages** - A fixed amount as prescribed in Paragraph 1500-3.0, to be paid to the District or to be deducted from any payments due, or to become due, to the Contractor as a result of the Contractor not completing the work in the time allowed in the specifications.

**Notice of Award** - A written notice by the District to the Bidder informing him that the Contract has been awarded to him.

**Notice to Proceed** - The written notice by the District to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

**Paragraph** - For references or citation purposes, refers to the paragraph(s) in these Specifications, called out by paragraph number and alphanumeric designator.

**Person** - Includes firms, companies, corporations, partnerships, and joint ventures.

**Plans** - Refers to the project plans drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, approved by the District, and are referred to in the Contract Documents, which show the location, character, dimensions, and details of the work to be performed. The terms drawing, plan and plans have the same meaning as the term drawings unless otherwise stated or specified.

**Project** - The undertaking to be performed under the provisions of the Contract.

**Provide** - Furnish and install, complete in place.

**Punch List** - List of incomplete items of work and of items of work which are not in conformance with the Contract.

**Shown** - Refers to information presented on the Drawings, with or without reference to the Drawings.

**Site** - The property as described in the General Conditions or as shown on the Drawings.

**Specific Project Requirements** - Part of the Contract Documents establishing specific conditions or requirements peculiar to the work.

**Specifications** - That part of the Contract Documents consisting of the General Conditions, Supplementary General Conditions, General Project Requirements, Specific Project Requirements, applicable portions of the Standard Specifications and State Standard Specifications, and Technical Specifications.

**Specify** - Refers to information described, shown, noted or presented in any manner in any part of the Contract.

**Standard Specifications** - Standard Specifications for Public Works Construction, latest edition, including all supplements, as written by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California.

**Subcontractor** - A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the Site. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

**Submittals** - The information which is specified for submission to the District in accordance with the Project Documents.

**Substantial Completion** - Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so the District can occupy or utilize the Work for its intended use.

**Sub-subcontractor** - A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the Site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof.

**Supplier** - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.

**Surety** - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

**Work** - The labor, materials, equipment, supplies, and other items necessary for the execution, completion, and fulfillment of the Contract.

**Working Day** - Any day, other than a holiday, Saturday or Sunday, on which the Contractor may proceed with regular work on the current controlling operation as determined by the District toward the completion of the Contract. A working day is equivalent to 1.45 calendar days.

## 2.0 **ADMINISTRATION**

### 2.1 **Administration of the Contract**

The District will provide administration of the Contract as hereinafter discussed. The duties, responsibilities and limitations of authority of District retained consultants and the District during the construction, as set forth in the Contract Documents, will not be modified or extended without written consent of the District.

### 2.2 **Consultants**

Consultants will have the authority to act on behalf of the District only to the extent provided in the Supplemental General Conditions if included herein.



### 3.0 **DISTRICT**

#### 3.1 **General**

The District shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

#### 3.2 **Attention to Work**

The District shall notify the Contractor in writing of the name of individuals designated as representatives of the District.

#### 3.3 **Inspection**

The District will employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject material or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the District.

Separate and independent from the inspection above, the project may be inspected by Building Officials for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

#### 3.4 **District's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy make good such deficiencies.

The District also reserves the right to perform any portion of the work due to an emergency threatening the safety of the Work, public, District, and any property or equipment.

In either case an appropriate Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies and/or for performing such work, including compensation for consultants and District's additional services made necessary by such default, neglect, failure or emergency.

#### 3.5 **District's Right to Perform Work and to Award Separate Contracts**

The District reserves the right to perform the work related to the Project with the District's own forces, and to award separate Contracts in connection with other portions of the Project or other work on the Site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the District, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate Contracts are awarded for different portions of the Project or other work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Contract.

The District will provide for the coordination of the work of the District's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 1400-4.8.3, **Cooperation**.

#### 4.0 **CONTRACTOR**

##### 4.1 **Office**

The Contractor's address stated in the Bid is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters, and other Articles of communication.

##### 4.2 **Contractor's Representative**

The Contractor shall notify the District in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matters relating to this Contract. The Contractor, acting through its representative, shall give personal attention to, and shall manage the Work, so that it shall be prosecuted faithfully. The Contractor's representative shall be an employee of the Contractor. Upon written request of the Contractor, this requirement may be waived by the District. The District's waiver, if granted will be in writing. There is no obligation by the District to waive this provision regardless of the effect on the Contractor's operations.

At all times during the progress of the Work, the Contractor's representative shall be personally present at the Project site, or a designated alternate shall be available who has the authority to act in matters relating to the Contract. The Contractor's representative or designated alternate shall have the authority to carry out the provisions of the Contract and to supply materials, equipment, tools, and labor without delay for the performance of the Work. Before initial work is begun on the Contract, the Contractor shall file with the District addresses and telephone numbers where the Contractor's and all subcontractors' representatives can be reached during all hours, including nights and weekends when work is not in progress.

##### 4.3 **Construction Procedures**

The Contractor will supervise and direct the work. The Contractor has the authority to determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the District, to define the quality of an item of work, specifies in the Contract, a means, method, technique, sequence, or procedure for construction of that item of Work.

##### 4.4 **Contractor's Employees**

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of its employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

The Contractor shall employ only competent, skillful workers to perform the Work. If any subcontractor or person employed by the Contractor or its subcontractors, appear to the District to be incompetent or act in a disorderly or improper manner, such person or subcontractor shall be discharged from the site immediately by the Contractor upon written direction of the District, and such person shall not again be employed on the Project.

#### 4.5 **Subcontractors**

Subcontractors will not be recognized as having a direct relationship with the District. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the District. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, the District, its consultants shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, utility company, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the District that the subcontractor is properly licensed for the work it will perform. Changes to subcontractors listed in the Bid in accordance with Public Contract Code 4100 et. seq., shall be made only with the approval of the District.

#### 4.6 **Contractor's Equipment and Facilities**

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

#### 4.7 **Public Safety and Convenience**

The Contractor shall conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to insure the protection of persons and property at no extra cost to the District. The Contractor shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

#### 4.8 **District-Contractor Coordination**

4.8.1 **Service of Notice** - Notice, order, direction, request, or other communication given by the District or the District to the Contractor shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's Representative designated in Paragraph 1400-4.2, **Contractor's Representative**, to the Contractor's office designated in Paragraph 1400-4.1, **Office**, or to the Contractor's address provided in the Bid Proposal.

4.8.2 **Suggestions to Contractor** - Plans or methods of work suggested by the District or authorized representatives to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The District, or authorized representatives assume no responsibility therefor, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of work.

4.8.3 **Cooperation** - The Contractor shall afford the District and separate Contractors reasonable opportunity for the introduction and storage of their materials and

equipment and the execution of their work, and shall coordinate the Work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the District or any separate Contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the District any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the District's or separate Contractor's work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such work by others.

If requested by the Contractor, the District shall arrange meetings with other contractors performing work on behalf of the District to plan coordination of construction activities. The District shall keep the Contractor informed of the planned activities of other contractors.

Any costs caused by defective or ill-timed work shall be borne by the responsible party.

Differences and conflicts arising between the Contractor and other contractors employed by the District or between the Contractor and the workers of the District with regard to their work, shall be submitted to the District for its decision in the matter. If such separate contractor sues the District on account of any delay or damage alleged to have been caused by the Contractor, the District shall notify the Contractor who shall, at the District's election, defend such proceedings at the Contractor's expense. If any judgement or award against the District arises from any such litigation whether defended by District or by Contractor, the Contractor shall pay or satisfy said judgement or award and shall reimburse the District for all attorney's fees and court costs which the District has incurred or for which it is liable.

#### **4.9 Permits**

Unless specifically stated to be provided by the District, Contractor shall apply for, obtain, and comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by local, state, or federal agencies to perform work, construct, erect, test and startup of any equipment or facility for this Contract. Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of the District and provide the permit in an appropriate frame or fileholder when the District accepts substantial completion of the equipment or facility. The Contractor shall give all notices necessary or incidental to the due and lawful prosecution of the work.

Any permits, bonds, licenses and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as having been obtained and paid by the District shall be included in the Contractor's bid price.

The Contractor shall apply for and obtain in its name the necessary building, plumbing and electrical permits and shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals. Code inspections will be coordinated by the District. The Contractor shall comply with all construction conditions stipulated in the permits. The Contractor shall include in its bid the fees for any permits required.

The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA including but not limited to, the permits required by Labor Code Section 6500.

#### 4.10 **Contractor's Responsibility for the Work and Materials**

Until acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether arising from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and approximately caused by acts of the District.

#### 4.11 **Laws to be Observed**

The Contractor shall keep himself fully informed of all existing and future County, State, and National laws and regulations and all municipal ordinances and regulations of the District which in any manner affect those engaged or employed in the Work and of all such orders and decrees of bodies having any jurisdiction or authority over the same; and shall protect and indemnify the District and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or Contract for the Work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the District in writing.

##### 4.11.1 **Construction Registration with California Department of Industrial Relations**

- A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public works, as defined in Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 the Labor Code, unless currently registered and qualified to perform public works pursuant to Section 1725.5 of the Labor Code. Prior to March 1, 2015, it is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public works pursuant to Section 1725.5 of the Labor Code prior to April 1, 2015. Effective March 1, 2015, only contractors and subcontractors that are registered to perform public works pursuant to Section 1725.5 of the Labor Code may submit a bid for a public works project. Effective April 1, 2015, contractors and subcontractors not registered to perform public works pursuant to Section 1725.5 of the Labor Code may not engage in the performance of a public works project awarded after April 1, 2015.

##### 4.11.2 **Prevailing Wage**

- In accordance with Section 1770 of the Labor Code, the District has ascertained and does hereby specify that the prevailing wage rates shall be those provided in Article 1110-20.0, **WAGE RATES**. The said rates shall include all employer payments that are required by Section 1773.1 of the Labor Code. The District will furnish to the Contractor, upon request, a copy of such prevailing rates. It shall be the duty of the Contractor to post a copy of such prevailing wages at the job site.

For each worker paid less than the stipulated rate in the execution of the Contract by the Contractor, or any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Section 1770 to Section 1780, inclusive, the Contractor shall be subject to the provisions and penalties of Section 1775 of the Labor Code. In addition to said penalty, and pursuant to said Section 1775, the difference between

such stipulated prevailing wage rates and the amounts paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing rate shall be paid to each worker by the Contractor.

The wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum set forth.

No extra compensation whatever shall be allowed by the District due to the inability of the Contractor to hire labor at the minimum rate nor for any necessity for payment by the Contractor for subsistence, travel time, overtime, or other added compensation, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the bid.

If it becomes necessary to employ a craft other than those listed, the Contractor shall notify the District immediately and the District will determine the additional prevailing rate from the Director of the Department of Industrial Relations and the rate thus determined shall be applicable as a minimum at the time of initial employment.

The Contractor shall pay travel and subsistence payments to workers needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.

Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015, unless registered with the California Department of Industrial Relations. Furthermore, all bidders and contractors are hereby notified that no contractor or subcontractor may be awarded, on or after April 1, 2015, a contract for public work on a public works project unless registered with the Department of Industrial Relations.

Pursuant to Labor Code section 1771.4, all bidders and contractors are hereby notified that this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

- 4.11.3 **Certified Payrolls** - In accordance with Section 1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the project.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a. Pursuant to SB854, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). All contractors and subcontractors must also provide a copy and proof to the District of online submittal within 2 days of online submission.
- b. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

- c. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- d. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

The Contractor is responsible for its and its subcontractor's compliance with the provisions of Section 1776 of the Labor Code.

4.11.4 **Overtime Requirements** - The Contractor shall forfeit, as a penalty to the District, the penalty as provided in Section 1813 of the Labor Code for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and a half (1½) times the basic rate of pay as provided for in Section 1815 of the Labor Code.

4.11.5 **Apprentice and Trainee** - Attention is directed to the provisions in Section 1777.5 of the Labor Code and in accordance with the regulations of the California Apprenticeship Council concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.

Section 1777.5 requires the Contractor or subcontractors employing tradespersons in any apprentice able occupation to apply to the joint apprenticeship committee nearest the site of the project and which administers the apprenticeship program in that trade for a certificate of approval. The Contractor and subcontractors are required to submit contract award information to the applicable joint apprenticeship committee. **As provided for in Section 1777.5 of the Labor Code, the Contractor is required to make contributions to funds established for the administration of apprenticeship programs.**

It shall be the responsibility of the Contractor to abide by the provisions of Section 1777.5 (except 1777.5(b)) of the Labor Code and to require all subcontractors employed by or contracting with the Contractor to abide by said provisions. The Contractor shall furnish the District any and all evidence of compliance with this code section when requested by the District.

For failure to comply with Section 1777.5 (except 1777.5(b)) of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code.

4.11.6 **Workers' Compensation Insurance** - The Contractor is required to secure the payment of compensation to its employees in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and Paragraph 1340-2.4 **Workers' Compensation Insurance**

#### 4.12 **Safety**

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including District-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the safety program. The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the Site, safety equipment applicable to the Work as prescribed by the aforementioned authorities, all items necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.

In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation 5 feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. If such Plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, Article 6, the Plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety orders.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the District. In addition, the Contractor must promptly report in writing to the District all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.



## **5.0 CONTROL OF WORK AND MATERIALS**

### **5.1 Means and Methods**

It is expressly stipulated that the drawings, specifications and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing work except in those instances where the nature of the completed Work is dependent on the method of performance.

Except as provided elsewhere in the Contract Documents, neither the District, its consultants, nor the District will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract Documents, neither the District, its consultants, nor the District will be responsible for or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the District or its authorized representatives shall not make the Contractor an agent of the District, and the liability of the Contractor for all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

Neither the inspection by the District or its consultants, nor any order, measurement, approved modification, or payment of monies, nor acceptance of any part or whole of the Work by the District or the consultant, or their agents, shall operate as a waiver of any provision of the Contract.

Acceptance by the District or its consultants of any drawings, methods of work, or any information regarding materials and equipment the Contractor proposes to furnish in the Work shall not be regarded as an assumption of risks or liability by the District or its consultants, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the District or its consultants has no objection to the Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

### **5.2 District-Furnished Materials**

Materials, if furnished by the District, will be made available as designated in the Specific Project Requirements. The cost of loading, unloading, hauling and handling, and placing District-furnished materials shall be considered as included in the price bid for the Contract item involving such District-furnished material.

Contractor shall inspect and assure himself of the amount and soundness of such materials.

The Contractor will be held responsible for all materials furnished to it and shall pay all demurrage and storage charges. District-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the District for the cost of replacing District-furnished material and such costs may be deducted from any monies due or to become due the Contractor.

### 5.3 **Defective and Unauthorized Work**

Materials and workmanship not conforming to the requirements of the Contract Documents shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the Site by the Contractor, at its expense, when so directed by the District.

Any work done beyond the limits of work, lines, and grades shown on any approved plans or established by the District, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply with any order of the District made under the provisions of this section, the District shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor. The time, cost and compliance requirements stipulated in Paragraph 1400-3.4, **District's Right to Carry Out the Work**, shall apply for this paragraph also.

### 5.4 **Unnoticed Defects**

Any defective work or material that may be discovered by the District, its consultants, or the District before the final acceptance of the Work, or before final payment has been made, or during the warranty period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the District, its consultants, or the District to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

### 5.5 **Right to Retain Imperfect Work**

If any part or portion of the work performed or material furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the District shall have the right and authority to retain such work but shall make such deductions in the final payment therefor as may be just and reasonable.

## 6.0 **PROGRESS OF THE WORK**

### 6.1 **Beginning of Work**

The Contractor shall begin work within ten (10) days after receiving Notice to Proceed and shall diligently prosecute the same to completion within the time limit.

Should the Contractor begin work in advance of receiving Notice to Proceed, any work performed in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer.

### 6.2 **Time of Completion**

Time shall be of the essence of the Contract. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the time specified in Paragraph 3000-1.6 **TIME ALLOWED FOR COMPLETION**. It is expressly understood and agreed by and between the Contractor and the District that the Contract time for completion of the work described herein is a reasonable time taking into

consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the work.

### 6.3 **Delays**

6.3.1 **Notice of Delays** - When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the District in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the District at the time of their occurrence.

6.3.2 **Avoidable Delays** - Avoidable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3 **Unavoidable Delays** - Unavoidable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor, and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or his subcontractors, at any tier level, or suppliers. Delays in completion of the Work of other Contractors employed by the District will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the current critical activity item of the Work.

6.3.3.1 **Abnormal Delays** - Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item on the favorably reviewed progress schedule.

6.3.3.2 **Material Shortages** - Upon the submission of satisfactory proof to the District by the Contractor, shortages of material will be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the District, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work.

Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the District that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

## 6.4 **Time Extensions**

6.4.1 **Avoidable Delay** - The District may grant an extension of time for avoidable delays if the District deems it is in its best interest. If the District grants an extension of time for avoidable delays, the Contractor agrees to pay the District's actual costs, including charges for engineering, inspection and administration incurred during the extension.

6.4.2 **Unavoidable Delay** - If the Contractor is delayed in the performance of its work by an act of the District or if the Contractor is delayed in the performance of its work by an unavoidable delay, then the Contract completion date may be extended by the District for such time that, in the District's and District's opinion, the Contractor's completion date will be unavoidably delayed, provided that the Contractor strictly fulfills the following:

- a. The Contractor shall provide notification, in accordance with Paragraph 1400-6.3.1, **Notice of Delays** and submit in writing a request for an extension of time to the District stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted in accordance with the requirements of Paragraph 2000-4.3, **TIME IMPACT ANALYSIS**.
- b. If requested by the District, the Contractor shall promptly provide sufficient information to the District to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
- c. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays.

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

Should the Contractor fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to the District liquidated damages in accordance with Section 1500, Paragraph 1500- 2.1, **Liquidated Damages**.

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

6.4.3 **Indirect Overhead** - The Contractor shall be reimbursed for indirect overhead expenses for periods of time when the Work is stopped due to delays as defined in Paragraph 1400-6.3.3, **Unavoidable Delay**. However, no reimbursement for indirect overhead shall be made for delays as defined in Paragraphs 1400-6.3.3.1, Abnormal Delays; 1400-6.4.2c, Weather Delays; or 1400-6.3.3.3, Material Shortages.

As a condition precedent to any reimbursement, the Contractor must fulfill all conditions as provided in Paragraph 1400-6.4.2, **Unavoidable Delay**.

The reimbursement of indirect overhead is limited to those delay conditions defined above when the Contractor is prevented from proceeding with seventy-five (75)

percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the current favorably reviewed progress schedule.

6.4.3.1 **Indirect Field Overhead** - For those allowable delay periods as defined in Paragraph 1400-6.4.3, **Indirect Overhead**, the Contractor shall be reimbursed for its indirect field overhead based on:

- a. Invoices for all field office equipment.
- b. Actual salary for field office staff.
- c. Fair rental values acceptable to the District as described in Paragraph 1400-8.3, **Force Account Payment** for construction equipment idled due to the delay.

6.4.3.2 **Home Office Overhead** - For those allowable delay periods as defined in Paragraph 1400-6.4.3, **Indirect Overhead**, the Contractor shall be reimbursed for its home office overhead based on the following formula:

Contract Bid Price divided by Contract Period Days x \$0.03 = Daily Home Office Overhead (\$/Day)

Such reimbursement shall be mutually agreed between the District and Contractor to encompass full payment for any home office overhead expenses for such periods of time for the Contractor and all subcontractors. The Contractor agrees to hold the District harmless for any indirect overhead claims from its subcontractors.

## 6.5 **Temporary Suspension of Work**

6.5.1 If the Contractor fails to correct defective work as required by Paragraph 1400-5.3, **Defective and Unauthorized Work**, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the District, by a written order of the District or a representative specifically empowered to do so, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the District to stop the Work shall not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the District.

6.5.2 In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the District may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

6.5.3 The District shall also have authority to suspend the Work wholly or in part, for such period as the District may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension. The Contractor as directed by the District shall provide the provisions as stipulated in

Paragraph 1400-6.6.2 above. Such additional work shall be compensated as provided for in Paragraph 1400-7.0, **CHANGES IN SCOPE OF WORK**.

## **6.6 Termination of Contract**

If at any time the Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the District, within the time specified in such notice, the District shall have the authority to terminate the operation of the Contract.

Upon such termination, the Contractor shall discontinue the Work, or such parts of it as the District may designate. Upon such termination, the Contractor's control shall terminate and thereupon the District or its fully authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises and use the same for the purposes of completing the Work and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the Work and for the completion thereof; or the District may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for, in such manner as the District may deem proper; or the District may annul and cancel the Contract and relet the Work or any part thereof. Any excess of cost arising there from over and above the Contract price will be charged against the Contractor and its sureties, who will be liable therefore.

In the event of such termination, all monies due the Contractor or retained under the terms of this Contract shall be held by the District in an escrow account; however, such holdings will not release the Contractor or its sureties from liability for failure to fulfill the Contract. Any excess cost over and above the Contract Amount incurred by the District arising from the termination of the operations of the Contract and the completion of the Work by the District as above provided shall be paid for by any available funds in the escrow account. The Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

## **7.0 CHANGES IN THE SCOPE OF WORK**

### **7.1 Change Orders**

7.1.1 Without invalidating the Contract and without notice to sureties or insurers, the District, through the District, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Directive, Field Order, or Change Order. A Change Order will not be issued for a Field Directive unless the District concurs with an appeal by the Contractor that such Field Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements for all Change Orders, Field Orders, or Field Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order causes an increase or decrease in the Contract Amount or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If the Contractor accepts a Change Order that does not include a time extension, the Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Field Order or Change Order will not entitle the Contractor to an increase in the Contract Amount or an extension of the Contract Time.

7.1.2 Extra work shall be that work not shown or detailed on the Contract Drawings and not specified. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the District shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the District through the District, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

7.1.3 In case any change increases or decreases the work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract price, based upon the provisions of Paragraph 1400-8.0 **PROJECT MODIFICATION PROCEDURES**

7.1.4 If the Contractor refuses to accept a Change Order, the District may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The District shall provide for an equitable adjustment to the Contract, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with Paragraph 1400-7.3.2, **Claims**.

## 7.2 **DIFFERING SITE CONDITIONS**

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the District in writing, of any:

- a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b. Subsurface or latent physical conditions at the site differing from those indicated.
- c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The District shall promptly, investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the District shall cause to be issued a change order under the procedures provided in **Paragraph 7.1, Change Order**. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties, **Paragraph 7.3 Resolution of Disputes**.

In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the

Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties, Paragraph 1400-7.3, **Resolution of Disputes**.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

### 7.3 **Resolution of Disputes**

7.3.1 **Contract Interpretation by the District** - Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the District. The District shall respond to the Contractor in writing with a decision.

7.3.2 **Claims** - Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the District, is a condition precedent to any action, proceeding, litigation, suit or demand for arbitration by the Contractor.

7.3.2.1 **Notice** - If the Contractor disagrees with the District's decision in Paragraph 1400-7.3.1, **Contract Interpretation by the District**, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due him for work or materials not covered in the Contract or which the District has not recognized as extra work, the Contractor shall notify the District, in writing, of his intention to make claim. Claims pertaining to decisions provided in Paragraph 1400-7.3.1 shall be filed in writing to the District within five (5) days of receipt of such decision. All other claims notices for extra work shall be filed in writing to the District prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim but need not state the amount. Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the provisions of Paragraphs 1400-6.3, **Delays**, and 6.4, **Time Extensions**, are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by him as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the District and is not merely a formality. Such notice allows the District to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the District has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

7.3.2.2 **Submission of claim costs** - Within 30 days after the last cost of work for which the Contractor contends additional compensation is due, but if costs are incurred over a span of more than 30 days, then within 15 days after the thirtieth day and every month thereafter, the Contractor shall submit to the District the costs incurred for the claimed matter. Claims shall be made in itemized detail satisfactory to the District in content, detail and format of presentation. If the additional costs are in any respect not knowable with certainty, they shall be estimated. If the claim is found to be just, it shall be allowed and paid for as provided in Section 1400-8.0, **PROJECT MODIFICATION PROCEDURES**.



**7.3.2.3 Affidavit required** - All claims submitted to the District shall be accompanied with a type written affidavit containing the following language; it must be signed, dated, and notarized on the Contractor's letterhead:

I, (must be an officer), being the (title) of (contractor's name), declare under penalty of perjury under the laws of the state of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; the amount requested accurately reflects the contract adjustment for which the contractor believes the District of La Quinta is liable; and further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12560, et seq, pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

**7.3.2.4 Claim meetings** - From time to time the District may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend, prepared to discuss outstanding claims, making available the personnel necessary for claim resolution, and providing documents reasonably requested by the District.

**7.3.3 Resolution of Claims** - For all contracts awarded during the effective dates of Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for three hundred and seventy-five thousand dollars (\$375,000) or less shall be resolved pursuant to the provisions of that code section, which is summarized in Paragraphs 1400-7.3.3.1 to 1400-7.3.3.5. For claims greater than three hundred and seventy-five thousand dollars (\$375,000) Paragraphs 1400-7.3.3.2 to 1400-7.3.3.4 are applicable; however, Paragraph 1400-7.3.3.5, Civil Actions for claims less than \$375,000, is not applicable.

**7.3.3.1 Claims Less Than \$50,000**

- a. For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing to written claims within 45 days of receipt of the claim in Paragraph 1400-7.3.2, **Claims**, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.
- b. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of the District and the Contractor.
- c. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

**7.3.3.2 Claims Greater Than \$50,000**

- a. For claims of over fifty thousand dollars (\$50,000), the District shall respond in writing to all written claims within 60 days of receipt of the claim in Paragraph 1400-7.3.2, **Claims**, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.

- b. If additional information is thereafter required, it shall be requested and provided pursuant to this paragraph, upon mutual agreement of the District and the Contractor.
- c. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

**7.3.3.3 Claim Conference** - If the Contractor disputes the District's written response, or if the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and conference within 30 days for settlement of the dispute.

**7.3.3.4 Claim Filing** - If the claim or any portion remains in dispute after the claim conference noted in Paragraph 1400-7.3.3.4, Claim Conference, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to Paragraph 1400-7.3.2, **Claims**, until the time the claim is denied, including any period of time utilized in the meet and confer process.

**7.3.3.5 Civil Actions For Claims Less Than \$375,000** - The following procedures are established for all civil actions filed to resolve claims for less than three hundred seventy five thousand dollars (\$375,000):

- a. Within 60 days, but no earlier than 30 days, following the filing or responsive pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgement shall, in addition to payment of costs and fees under the chapter, also pay the attorney's fees on appeal of the other party.

7.3.3.6 **Unresolved Issues** - Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the District and the Contractor that are not resolved between the District and the Contractor and are not governed by Public Contract Code 20104 shall be decided by a court of competent jurisdiction. Arbitration shall not be used for resolution of these disputes.

Should either party to this Contract bring legal action against the other, the case shall be handled in the California county where the work is being performed.

7.3.4 **Records of Disputed Work** - In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall make available, to the District, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the District on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

## **8.0 PROJECT MODIFICATION PROCEDURES**

### **8.1 Changes in Contract Price**

Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the District and approved by the District and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the District:

- a. By unit prices subsequently fixed by agreement between the parties;
- b. By an acceptable lump sum proposal from the Contractor; or
- c. By Force Account (as described in Paragraph 1400-8.3, **Force Account Payment**), when directed in writing and administered by the District through its agents.

When required by the District, the Contractor shall submit, in the form prescribed by the District, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The District will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement, the District will prepare and process the Change Order and make a recommendation for action by the District. All Change Orders must be approved by the District in writing before the work can be authorized and the Change Order executed.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the District, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full,

and so waives any right to claim further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

## 8.2 **Negotiated Change Orders**

Under the methods described in Paragraph 1400-8.1b and 8.1c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the District. The direct costs shall include only the payroll cost for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the District; the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or ownership values acceptable to the District as described in Paragraph 1400-8.3, **Force Account Payment**; and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, his office and engineering staff and office facilities, or anyone not directly employed on such work, nor the cost of rental of small tools as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in Paragraph 1400-8.1b and 8.1c the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:

- a. For work by its own organization, the Contractor may add the following percentages:
  - Direct Labor 25 percent
  - Materials 15 percent
  - Equipment (owned or rented) 15 percent
- b. For all such work done by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in (1) above to its actual net increase in costs for combined overhead and profit and the Contractor may add up to ten (10) percent of the subcontractor's total for its combined overhead and profit.
- c. For all such work done by sub-tier-subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in (1) above to its actual net increase in costs for combined overhead and profit and the subcontractor may add up to ten (10) percent of the sub-subcontractor's total for his combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit.
- d. To the total of the actual costs and fees allowed hereinunder, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance.

The above fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. The amount of credit to be allowed by the Contractor to the District for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups

allowed under the use of the method described in Paragraph 1400-8.3, **Force Account Payment**. The Contractor shall not claim for anticipated profits on work that may be omitted.

### **8.3 Force Account Payment**

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the District may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the following:

- a. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the District.
- b. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
- c. Equipment rental, including necessary transportation for items having a value in excess of One Thousand Dollars (\$1,000.00).
- d. Additional bond.
- e. Additional insurance, other than labor insurance.

To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:

- A fixed fee not to exceed fifteen (15) percent of the costs of Items a, b, and c above.
- To the total of the actual costs and fees allowed hereunder, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items d and e above.

For work performed by an approved subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

For work performed by a subtier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the subtier-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

The District reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item c above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the monthly rate in the Rental Rate Blue Book. Owner-operated equipment rates shall not exceed the monthly rate in the Rental Rate Blue Book plus the labor costs as provided in Item a. above. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made. For Contractor owned equipment, the rental rate shall be as listed for such equipment in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates", which is in effect on the date the work is accomplished. When equipment is not listed in said publication, a suitable rental rate for such equipment will be established by the District.

Prior to the commencement of force account work, the Contractor shall notify the District of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets furnished by the District to the Contractor. The reports, if found to be correct, shall be signed by both the Contractor and District, or inspector, and a copy of which shall be furnished to the District no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided.

The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the District, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the District after the thirty (30) day period has expired.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the District and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the District for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance

with the markups allowed under the use of the method described in this Paragraph. The Contractor shall not claim for anticipated profits on work that may be omitted.

#### **8.4 Time Extensions for Change Orders**

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements within Section 2000, Special Provisions, Paragraph 4.3 **Time Impact Analysis**.

#### **9.0 PAYMENT**

##### **9.1 Scope of Payment**

9.1.1 **General** - The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary for completing the Work according to the Contract Documents, and no additional compensation will be allowed therefor. Neither the payment of any partial payment estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

9.1.2 **Payment for Patents and Patent Infringement** - All fees or claims for any patented invention, article, or arrangement that may be used upon, or in, any manner connected with the performance of the work or any part thereof shall be included in the price bid for doing the work, and the Contractor and its sureties shall defend, protect, and hold the District, its consultants, the District, together with all their officers, agents, and employees harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the District, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the District regarding patent rights for the project. The affidavit shall state that all fees and payments due as a result of the work incorporated into the project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for work in this project.

9.1.3 **Payment of Taxes** - The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with the Contractor's performance of this Contract, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefor, and all costs in connection therewith shall be included in the total amount of the Contract price.

9.1.4 **Payment for Labor and Materials** - The Contractor shall pay and require its subcontractors to pay any and all accounts for labor including worker's compensation premiums, state unemployment and federal social security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay any and all accounts for services, equipment, and materials used by the Contractor and its subcontractors during the performance of work under this Contract. Such accounts shall be paid as they become due and payable. If requested by the District, the Contractor shall furnish proof of payment of such accounts to the District.

##### **9.2 Partial Payments**

In consideration of the faithful performance of the work prosecuted in accordance with the provisions of these Specifications and the Contract, the District will pay the Contractor for all such work installed on the basis of percentage completion.

Payments will be made by the District to the Contractor on estimates duly certified and approved by the District, based on the value of equipment installed and tested, labor and materials incorporated into said permanent work by the Contractor during the preceding month. Payments will not be made for temporary construction unless specifically provided for in the Contract Documents.

Partial payments will be made monthly based on work accomplished as of a day mutually agreed to by the District and the Contractor.

The Contractor shall submit his estimate of the work completed during the prior month and the work completed to date in a format corresponding to the accepted cost breakdown. The District shall review the submitted estimate, and upon approval, the Contractor may submit a detailed invoice for those amounts approved by the District.

If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. If the District does not agree with the Contractor's estimate of amount earned, the partial payment request will be returned for revision. The District will be available to meet to discuss the partial payment request prior to its re-submittal. When the Contractor's estimate of amount earned conforms with the District's evaluation, the District will calculate the amount due the Contractor, prepare the progress payment request for signature by the Contractor, and submit the recommended progress payment request for the District's approval and processing. Payment will be made by the District to the Contractor in accordance with District's normal accounts payable procedures; the District shall retain amounts in accordance with Paragraph 1400-9.4, **Right to Withhold Amounts**.

No such estimate or payment shall be required to be made, when in the judgement of the District, the Work is not proceeding in accordance with the provisions of the Contract, or when in the District's judgement the total value of the Work done since the last estimate amounts to less than One Thousand Dollars (\$1,000.00).

### 9.3 **Partial Payments - Inclusion of Materials on Hand**

No payment will be made for materials delivered to the site that are not yet incorporated into the work.

### 9.4 **Right to Withhold Amounts**

9.4.1 **Retention** - The District will deduct from each partial payment and retain as part security, five (5) percent of the amount earned until the final payment.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the District to ensure the performance of the Contract, the Contractor, may, at his or her option, choose to substitute securities meeting the requirements of said Section 22300. In the event the Contractor desires to choose this option, the Contractor shall enter into an escrow agreement with the District, and the escrow agent, a qualified bank to be chosen by District, in the form of the contract included in the project specifications. The costs of such escrow shall be paid by the Contractor. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance



retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing contract.

Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the District, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the District to ensure performance, Contractor shall, within five days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the District, or in escrow, is equivalent to the amount of money to be withheld by the District under the Contract.

Any Contractor that desires to exercise this option shall give notice in writing to District, and shall thereafter execute the escrow agreement form provided in Appendix A of these Specifications.

**9.4.2 Other Withholds** - In addition to the amount which the District may otherwise retain under the Contract, the District may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgement may be necessary to cover:

- a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.
- b. For defective work not remedied.
- c. For failure of the Contractor to make proper payments to its subcontractors or suppliers.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another Contractor or third party, or to property.
- f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current "As-Built" record drawings.
- g. The District's costs for the Contractor's failure to complete within the allowed time.
- h. Cost of insurance arranged by the District due to cancellation or reduction of the Contractor's insurance.
- i. Failure of the Contractor to make proper submissions, as herein specified.
- j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.
- k. Payments due the District from the Contractor.
- l. Reduction of Contract Amount because of modifications.

- m. The Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up.
- n. Provisions of law that enable or require the District to withhold such payments in whole or in part.

When the above reasons for withhold amounts are removed, payment may be made to the Contractor for amounts withheld. The District in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the District shall be deemed the agent of the Contractor, and any payment so made by the District shall be considered as a payment made under the Contract by the District to the Contractor, and the District shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The District will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

## **9.5 Substantial Completion**

When the Contractor considers that the Work is substantially complete, the Contractor shall notify the District in writing. Upon receipt of the notification, the District and/or its authorized representatives will make inspection, to determine if the Work is sufficiently complete in accordance with the Contract Documents so the District can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the District shall notify the Contractor in writing of such items.

Upon the completion of such corrective work, the Contractor shall so notify the District in writing. The District shall inspect the Work to determine its acceptability for Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the project is substantially complete the District shall prepare a Certificate of Substantial Completion. The Certificate shall establish the date of Substantial Completion and the responsibilities of the District and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time, not to exceed 60 days, within which the Contractor shall finish all items on the punch list accompanying the Certificate. When the preceding provisions have been approved by both the District and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgment, the Contractor agrees to pay the District's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the failure to complete the punch list within the time period provided in the Certificate of Substantial Completion.

## **9.6 Final Inspection and Payment**

Upon completion of the Work, and upon completion of final cleaning, the Contractor shall so notify the District in writing. Upon receipt of the notification, the District and/or its authorized representatives, will make the final inspection, to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the District shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the District shall notify the District that the Work has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the District. After completion of the work, but prior to its acceptance by the District, the last partial payment will be made to the Contractor in accordance with Paragraph 1400-9.2, **Partial Payments**.

After receipt of the last partial payment, but prior to acceptance of the Work by the District, the Contractor shall send a letter to the District. The letter, pursuant to California Public Contract Code Section 7100, shall state that acceptance of the final payment described below shall operate as and shall be, a release to the District, its consultants, the District, and their duly authorized agents, from all claim of and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in Paragraph 1400-7.3.2, **Claims**, may be specifically excluded by the Contractor from the operation of the release. Following receipt of all required Submittals and the District's written statement that construction is complete and recommendation that the District accept the project, the District will take formal action on acceptance.

Within ten (10) days of the acceptance by the District of the completed work embraced in the Contract, the District will cause to be recorded in the office of the County Recorder a Notice of Completion.

After thirty-five (35) days after recording Notice of Completion of the work involved in the Contract, the District will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

#### 9.7 **Warranty of Title**

No material, supplies, or equipment for the work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon.

End of Section 1400

**SECTION 2000**  
**DIVISION 2 - GENERAL PROJECT REQUIREMENTS**

**1.0     STANDARD SPECIFICATIONS**

The "**Standard Specifications**" of the Salton Community Services District are contained in the latest edition of the Standard Specifications for Public Works Construction, including all supplements, popularly known as the **Green Book**, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher, Building News Inc., as follows:

Bookstore Locations: see website for Southern California locations  
Website: [www.bnibooks.com](http://www.bnibooks.com)

The Standard Specifications shall prevail in all cases except where a Contract Document of a higher order, as defined in Section 1400-1.2 **Discrepancies and Omissions**, provides a different requirement on a given topic or topic aspect. All language in the Standard Specifications that is not in conflict with the language in the prevailing Contract Documents on a given topic or topic aspect shall remain in full force and effect, unless the language in the prevailing Contract Document specifically cites the section number in the Standard Specification and says said provision is in lieu that Standard Specification section.

**2.0     PRE-CONSTRUCTION CONFERENCE**

**2.1     Attendees**

The District and its consultants, and the Contractor and its superintendent, invited subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

**2.2     Agenda**

The District will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction.

**3.0     PROGRESS SCHEDULES**

**3.1     General**

Prior to commencing work, the Contractor shall provide a Construction Schedule and Cash Flow Projection. During the course of construction, the Contractor shall provide a Weekly Activities Plan.

**3.2     Construction Schedule**

3.2.1 The schedule shall be submitted within five (5) days of Notice to Proceed and accepted by the District before the first partial payment can be made.

3.2.2 The Contractor shall submit the schedule based on the Critical Path Method (CPM). The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time scaled and shall be drafted to

show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:

- a. The start and completion dates of all work items.
- b. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.
- c. Progress milestone events or other significant stages of completion.
- d. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.

Activities shall be no longer than 10 workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the District, for repetitious activities of longer durations for which progress can be easily monitored.

3.2.3 Any activity that cannot be completed by its original completion date shall be considered to be "behind schedule."

3.2.4 At not less than monthly intervals and when requested by the District, the Contractor shall submit a revised schedule for all work remaining. If, at any time, the District considers the project completion date to be in jeopardy because of activities "behind schedule," the Contractor shall submit additional schedules and diagrams indicating how the Contractor intends to accomplish the remaining work to meet the Contract completion date.

3.2.5 All change orders, regardless of origin, shall be reflected in the schedule.

### 3.3 **Time Impact Analysis**

3.3.1 When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the District a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date.

### 3.4 **Weekly Activities Plan**

On the last working day of every week the Contractor shall submit to the District the Contractor's Plan of Activities for the following two weeks. The Plan of Activities shall describe the activity and location of the activity.

### 3.5 **Cash Flow Projection**

A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

### 3.6 **Lump Sum Price Breakdown**

For work to be performed for a lump sum price, the Contractor shall submit a price breakdown to the District prior to the first payment and within twenty (20) calendar days after award of the Contract. The price breakdown, as agreed upon by the Contractor and the District, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items

of work with a price fairly apportioned to each item. Mobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the District, mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses.

The price breakdown will be subject to the approval of the District, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The price breakdown shall be sufficiently detailed to permit its use by the District as one of the bases for evaluating requests for payments. The District shall be the sole judge of the adequacy of the price breakdown.

#### **4.0 SPECIAL CONTROLS**

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

##### **4.1 Dust Control**

The Contractor at its expense shall take whatever steps, procedures, or means as are required to comply with Section 3000-4.2 and prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work.

##### **4.2 Noise Abatement**

Operations shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

##### **4.3 Working Hours**

Construction operations and maintenance of equipment within one half mile of human occupancy shall be performed only during the time periods as follows:

|                        |                 |                      |
|------------------------|-----------------|----------------------|
| October 1 to April 30: | Monday - Friday | 7:00 AM to 5:30 P.M. |
| May 1 to September 30: | Monday - Friday | 6:00 AM to 7:00 P.M. |

The Contractor shall be responsible for any inspection and additional administration costs incurred by the District for work by the Contractor after the hours defined above on weekdays, or any work on weekends or holidays recognized by the District. Such costs shall be withheld from the succeeding monthly progress payment. Any work in Section 3000, SPECIFIC PROJECT REQUIREMENTS, specifically required to be performed outside the normal working hours are excluded from the provisions of this paragraph.

##### **4.4 Drainage Control**

In all construction operations, care shall be taken not to disturb the existing drainage pattern whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage to water from the site or due to altered drainage patterns from construction operations.

Contractor shall provide, 48 hours in advance of an significant forecast of any likely precipitation rainfall event of 0.5 inches or more, a Rainfall Event Action Plan (REAP) specific for that event which, when implemented, is designed to protect all expose construction portions of the site.

Temporary provisions shall be made by the Contractor to insure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses.

#### **4.5 Construction Cleaning**

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

#### **4.6 Disposal of Material**

The Contractor shall make arrangements for disposing of materials outside the right-of-way and the Contractor shall pay all costs involved. The Contractor shall first obtain permission from the property owner on whose property the disposal is to be made and absolve the District from any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided, the Contractor shall conform to all required codes pertaining to grading, hauling, and filling of earth.

#### **4.7 Parking and Storage Areas**

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage must be approved by the District.

### **5.0 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The Contractor shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way, which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original conditions and location as is reasonably possible. Lawns shall be re-seeded and covered with sod to the applicable season.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, irrigation, sprinklers, and other improvements within the right-of-way which are designated for removal and would be destroyed because of the work.

## **5.0 EXISTING UTILITIES**

### **5.1 General**

Existing utilities shown on the drawings are as exact as can be prepared, but their accuracy is not guaranteed. The Contractor shall verify exact location of all utilities prior to the start of construction. Pursuant to Government Code Section 4216, et. seq., the Contractor shall notify the appropriate required notification center. The notification center for Thermal can be reached by contacting UNDERGROUND SERVICE ALERT (USA) at 1-800-422-4133 or dial 811. USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice.

### **5.2 Notification and Location**

At least two (2) working days before performing any excavation work, the Contractor shall request the utility owners to mark or otherwise indicate the location of their service.

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective owners and which he believes may affect or be affected by his operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The following utility companies provide service to the La Quinta area and can be contacted via the USA telephone number or the number list below.

1. The Gas Company, (800) 427-2200
2. Imperial Irrigation District, (760) 398-5811
3. Verizon Telephone Company, (800) 483-4000
4. Coachella Valley Water District, (760) 398-2651
5. Time Warner Cable, (760) 340-2225

### **5.3 Damage and Protection**

The Contractor shall immediately notify the District and utility owner of any damage to a utility.

### **5.4 Utility Relocation and Rearrangement**

The right is reserved to the District and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Plans, field located by a utility company, or as provided for in the General Requirements. The Contractor shall coordinate with the owner of utility facilities for the rearrangement of said facilities.



In the event that underground utilities are found that are not shown in the Contract Documents or are found to exist in a different location than shown in the Contract Documents, the Contractor shall: (1) notify the District of the existence of said facilities immediately; and (2) take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be determined by District. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the District or utility company to provide for the removal or relocation of facilities for which they are the responsible party as defined in Paragraph 2000-7.3, Damage and Protection.

Where it is determined by the District that the rearrangement of an underground main, the existence of which is not shown on the Plans, Specifications, or in the General Requirements, is essential in order to accommodate the contemplated improvement, the District will provide for the rearrangement of such facility by other forces or by the Contractor in accordance with the provisions of Paragraph 1400-7.1, Change Orders.

When the General Requirements, Specifications, or Plans indicate that a utility is to be relocated, altered or constructed by others, the District will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

## **5.5 Underground Facilities**

The Contractor is responsible for coordinating all project documentation, including but not necessarily limited to, the Contract Documents and existing record drawings for the determination of the location of all underground facilities.

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication, the Contractor shall verify the location and elevations of existing underground facilities, which the Contractor is connecting to.

No additional compensation shall be provided the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify The Gas Company's Headquarters Planning Office at least 2 working days prior to the start of construction.

**\*\*\*END OF SECTION\*\*\***

**SECTION 3000**  
**DIVISION 3 SPECIAL PROVISIONS**

**1.0 GENERAL**

**1.1 Scope of Services**

It shall be the contractor's responsibility to provide and furnish all materials, tools, labor and incidentals to complete the work as outlined in the Project Description and as shown in the Project Specifications and Contract Bid Documents for **Project No. 1, Desert Shores Soccer Park.**

It shall be the Contractor's responsibility to thoroughly review the project area, familiarize himself with the scope of proposed work and submit the proposal for the work accordingly.

**1.2 Project Description**

The project consists of landscape and irrigation installation and all other facilities and incidentals necessary to complete the improvements as required by the project specifications, and other provisions of the contract. All the above improvements are to be constructed in a workmanlike manner, leaving the entire project in a neat and presentable condition. **Refer to Section 4000 for more information.**

**1.3 Project Plans**

**Landscape and Irrigation Plans**

The area of work is shown on the attached plans titled Landscape Construction Plans – Desert Shores Soccer park. The plan set consists of nine (9) sheets.

Contractor shall examine all maps, lists and these specifications, in a manner to be fully cognizant of all work required, and all existing conditions. Bidders are required to visit the site and verify existing conditions. Make adjustments and allowances for all necessary equipment to complete all parts of the required work.

**1.4 Drawings of Record**

Provide and keep up-to-date, a complete record set of blue line prints. Correct these prints daily, and show every change from the original drawings. Keep this set of prints on the job site, and use only as a record set. Do not construe this as authorization to make changes in the layout without definite instruction in each case. Incorporate all changes as noted on the record set of prints thereon with black ink in a neat, legible, understandable and professional manner. Deliver this set to the District upon completion and acceptance of work.

**1.5 Time Allowed for Construction**

In accordance with the provisions of Paragraph 1400-6.2, **Time of Completion**, this project shall be completed within **60 working days** from the date specified in the Notice to Proceed.

## **2.0 BID ITEMS**

The bid items presented in the bidders schedule are intended to indicate major categories of the work for purposes of comparative bid analysis and payment breakdown for monthly progress payments. Bid items are not intended to be exclusive descriptions of work categories. The Contractor shall determine and include in its pricing, all materials, labor, and equipment necessary to complete each bid item associated appurtenant work.

Those items for which there is no estimated quantity and/or specific pay item shall be completed in workmanship like manner to the satisfaction of the District. Work that is specified for which there is no bid item shall be considered incidental to work associated with bid items; therefore, the payment for these items shall be considered included in the various items of work for which a specific bid item has been provided.

## **3.0 MATERIALS**

### **3.1 General**

Whenever a material, article or piece of equipment is identified on the drawings or specified by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered.

### **3.2 Substitutions**

The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to the brand name or catalog number and, if in the opinion of the District, such material, article, or piece of equipment is of equal substance and function to that specified, the District may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate substitute will be made by the Contractor without a change in the Contract Price or Contract time.

### **3.3 Storage**

Materials and equipment shall be so stored as not to create a public nuisance and to insure the preservation of their quality and fitness for the work.

## **4.0 WORK DETAILS**

### **4.1 Dust Control**

The Contractor must comply with local ordinances as it pertains to "Fugitive Dust Control." Dust generated by traffic, Contractor's operations, or wind are all included in the definition of dust. The Contractor will be responsible for watering the work area where dust is generated from traffic, contractor's operations and wind. Contractor's area of operations includes areas outside of roadbed or trench limits where excavation, fill, or stockpiling of dirt or debris has taken place. The Contractor is responsible for monitoring all of the above-described areas in the project area during the life of the project, including holidays and weekends.

**If required by local ordinance, The Contractor shall prepare for review and approval by the District, the required PM-10 plan.** The plan shall be prepared in accordance with South Coast Air Quality Management District guidelines. The Contractor shall have a designated person Certified by the SCAQMD to prepare the PM-10 plan and oversee the approved dust control measures. Dust control shall include, but is not limited to the following:

- 1) Maintain dust control at all times by watering, including developing a water supply, and furnishing and placing all water required for work done in the contract.
- 2) Provide means to prevent track out onto public streets.
- 3) Provide street sweeping of material tracked onto public streets.

#### **4.2 Water**

The Contractor shall make arrangements with the Coachella Valley Water District to obtain water from designated fire hydrants at or near the project for use in dust control if available. It shall be the responsibility of the contractor to pay for the water and any deposits required. The cost to furnish and apply water shall be included in the unit prices for the various items bid and no additional payment will be allowed therefore.

#### **4.3 Permits, Licenses and Inspection Fees**

The Contractor shall obtain and pay for all costs incurred for permits, licenses and inspection fees required by other agencies because his operations.

#### **4.4 Air Contaminants**

The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

#### **4.5 Notification**

The Contractor shall notify the District, local authorities, and utility companies, of his intent to begin work at least five days before work is to begin.

**\*\*\* END OF SECTION \*\*\***

**SECTION 4000**  
**DIVISION 4 - TECHNICAL SPECIFICATIONS**

**1.0     GENERAL REQUIREMENTS**

The Standard Specifications as defined in Section 2000 shall govern the work for this project. All language in the Standard Specifications shall remain in full force and effect, unless the language in the prevailing Contract Document specifically cites the section number in the Standard Specification and says said provision is in lieu of that Standard Specification section.

The project drawings and details are considered as part of these specifications, and any work or materials shown on the drawings and not mentioned in the specifications, or via versa, are executed as if specifically mentioned in both.

**2.0     MOBILIZATION (BAE BID ITEM NO. 1)**

Mobilization shall conform to the provisions in Section 7-3.4, "Mobilization" of the Standard Specifications. Mobilization includes expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies, and incidental to the project site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

**Mobilization** shall be paid for at the Contract **Lump Sum** Price as shown on the Bid Schedule. Fifty percent (50%) of the lump sum price will be paid upon successful move in and completion of mobilization. The remaining fifty percent (50%) shall be paid after the contractor is completely demobilized and all project sites have satisfactorily been restored and the project cleanup is completed.

**3.0     DUST CONTROL (BASE BID ITEM NO. 2 / ALT BID ITEM NO. 1)**

Dust Control shall comply with Section 3000-4.2.

**Dust Control** shall be paid for at the Contract **Lump Sum** Price as shown on the bid schedule. Monthly payments will be made on a pro-rata basis.

**4.0.    LANDSCAPE AND IRRIGATION (BASE BID ITEMS NO. 3-6/ ALT BID ITEMS NO. 3- 5)**

Landscape and irrigation shall conform with Section 800 "Landscape and Irrigation Materials," and Section 801 "Landscape and Irrigation Installation," of the Standard Specifications and these Special Provisions.

**800-1           LANDSCAPE MATERIALS**

Material lists and submittals to be approved by District.

**800-1.2.3       Commercial Fertilizer [add the following]**

Refer to Waypoint Analytical soils analysis report for appropriate soil fertilization.

#### **800-1.2.4           Organic Soil Amendments**

Specified as Type 1. Refer to Waypoint Analytical soils analysis report for appropriate soil amendments.

#### **800-1.4               Plants.**

##### **800-1.4.5           Sod and Stolons (turf grass). [Add the following]**

Grassed areas must be over seeded with rye grass if planted/installed in the winter season (commencing in October). Repair all disturbed turf areas prior to final acceptance with sod or stolons directed by the District.

#### **800-1.6               Certification and Submittals. [Add subsection]**

The following written certifications are required to be submitted to the District upon delivery of the respective materials to the job site:

- a)       Total quantity of commercial fertilizers by type
- b)       Total quantity of organic mulch
- c)       Total quantity of sod

All submitted products may only be used when approved by the District. Substitution of materials must receive prior, written authorization from the District before delivery to the site.

### **800-2                 IRRIGATION SYSTEM MATERIALS**

#### **800 -2.1            Pipe and Fittings.**

##### **800-2.1.1          General. [Add the following]**

Irrigation lateral and pressure lines shall be placed in Schedule 40 PVC pipe sleeve two times the pipe size where occurs under streets or paving and as directed by the District.

##### **800-2.1.3          Plastic Pipe for use with Solvent Weld Socket or Threaded Fittings. [Add the following]**

All pipe 2.5" and smaller shall be Schedule 40 PVC Type 1, Grade 1 pipe. All pipe 3" and larger shall be Class 315 PVC Type 1, Grade 1 pipe. All plastic pipes will bear the following markings: the manufacturer's name, nominal pipe size or schedules.

Main Line Fittings will be solvent welded shall be standard weight schedule 80 with molded threads.

##### **800-3.3            Controller Unit. [Add the following]**

The ESP-LXMEF-IQ NCC-SS Controller with Radio Modem shall be of a hybrid type that combines electro-mechanical and micro-electronic circuitry capable of fully automatic or manual operation. The controller shall be housed in a wall-mountable, weather-resistant stainless steel cabinet with a key-locking cabinet door suitable for outdoor installation. Refer to plans for model number. The controller shall have the ability to be programmed and operated in any one of six languages: English, Spanish, French, German, Italian, and Portuguese. The display shall show programming options and operating instructions in the chosen language without altering the programming or operation information.

The controller shall have a base station capacity of 32 stations with two additional expansion

slots capable of receiving ESP-LXMEF 32 station modules to create a controller capacity. All stations shall have the capability of independently obeying or ignoring any weather sensor as well as using or not using the master valves. Station timing shall be from 0 minutes to 12 hours. The controller shall have a Seasonal Adjustment by program which adjusts the station run time from 0 to 300% in 1% increments. The controller shall also have a Monthly Seasonal Adjustment of 0 to 300% by month. Station timing with Seasonal Adjustment shall be from 1 second to 16 hours.

The controller shall have 4 separate and independent programs which can have different start times, start day cycles, and station run times. Each program shall have up to 8 start times per day for a total of 32 possible start times per day. The 4 programs shall be allowed to overlap operation based on user-defined settings which control the number of simultaneous stations per program and total for the controller. The controller shall allow up to 8 valves to operate simultaneously per program and total for the controller including the master valves.

The controller shall have a 365-day calendar with Permanent Day Off feature that allows a day(s) of the week to be turned off on any user selected program day cycle. (Custom, Even, Odd, Odd31, & Cyclical). Days set to Permanent Day Off shall override the normal repeating schedule and not water on the specified day(s) of the week. The controller shall also have a Calendar Day Off feature allowing the user to select up to 5 dates up to 365-days in the future when the controller shall not start programs. The controller shall incorporate a Rain Delay feature allowing the user to set the number of days the controller should remain off before automatically returning to the auto mode.

The controller shall have Cycle+Soak water management software which is capable of operating each station for a maximum cycle time and a minimum soak time to reduce water run-off. The maximum cycle time shall not extend by Seasonal Adjustment.

The controller shall incorporate a Flow Smart Module feature providing real-time flow, power, and station management. Flow Smart Module shall manage the number of stations operating at any point in time based on water source capacity, station flow rate, number of valves per station; user-defined simultaneous stations per program and for the controller. The controller shall provide station priorities to determine the order in which stations shall operate. The controller shall ignore the station number and instead operate the highest priority stations first and the lower priority stations last.

The controller shall offer Water Windows for each program. This function sets the allowed start and stop time where watering is allowed. If the watering cannot be completed by the time the Water Window closes, the stations with remaining run time are paused and watering automatically resumes when the Water Window opens the next time.

A Flow Smart Module Learn Flow Utility which learns the normal flow rate of each station shall be included. Each time a station runs Flow Smart Module compares the current real-time flow rate to the learned rate and takes user-defined actions if high flow, low flow, or no flow is detected. Flow Smart Module shall automatically determine the location of the flow problem and isolate the problem by turning off the affected station(s) or master valve(s). Flow Smart Module shall be compatible with both normally closed and open master valves. A Manual Master Valve Water Window shall be provided to coordinate daytime manual watering with the flow sensing. This Water Window shall offer programmable days of the week and manual watering additional flow rate.

## **801 LANDSCAPE AND IRRIGATION INSTALLATION**

### **801-1 General** [Add the following]

Landscape and irrigation installation shall conform to the provisions of Section 801 of the Standard Specifications and their provisions.

Contractor shall have appropriate licenses, bonds, and insurance.

The Contractor shall visit the construction site and shall take all measurements and obtain any other information as may be necessary for a complete and conclusive bid.

The work required is indicated on the drawings and includes but is not necessarily limited to: soil preparation, installing irrigation system, placing/laying sod, weed control, and 90-day plant establishment period including guaranteeing sod and/or replacing sod.

Landscape and irrigation workmanship and materials shall be of the highest standards and quality.

All landscape materials and installations will be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of not less than 90 days. During the guarantee period, any material found to be dead, missing, or in poor condition will be replaced by the Contractor within five (5) days of written notification. The District's representative will be the sole judge as to the condition of the material. Replacement will be made in accordance with these specifications and the plans. Material and labor involved in replacing plant material will be provided by the Contractor at no expense.

#### **801-1.1 Inspections.** [Add subsection]

Inspections ensure compliance with the drawings and specifications. The Contractor will contact the District's representative at least 48 hours (two working days) in advance of each inspection. An inspection is required at each of the following steps including but not limited to:

- a) Inspection of fine grade.
- b) Acceptance of organic mulch and taking of soil samples.
- c) Inspection of soil amendment work.
- d) Inspection of sod and upon delivery to the project site.
- e) Irrigation pressure test prior to backfill of trench.
- f) Irrigation coverage test.
- g) Irrigation main lines, valves, laterals, and wires before backfill or during irrigation installation.
- h) Layout of planting prior to installation.
- i) At the start of the establishment period.
- j) At the end of the establishment period, after final acceptance prior to maintenance period of the project. Project acceptance will be confirmed in writing.

The Contractor is required to notify the District of work activity to be inspected. Give at least 48 hours' notice for all work. No work will proceed until the District has inspected and verbally approved the work activity.

#### **801-1.2 Soil Testing.** [Add subsection]

Refer to plans for Waypoint Analytics soils analysis for fertility of soil and required nutrient needs.



## **801-2 EARTHWORK AND TOPSOIL PLACEMENT.**

### **801-2.1 General.** [Add the following]

All grading, mounding and all weed control measures shall be completed prior to irrigation and planting. Should 30 calendar days elapse between completion of soil preparation and commencement of planting, all areas will be prepared again.

Remove rocks, sticks, grass and other undesirable objects unsuitable to plants.

### **801-2.2.2 Fertilizers and Conditioning Procedures.** [Add the following]

Fertilizers will be applied according to the manufacturer's recommendation.

### **801-2.3 Finished Grading.** [Add the following]

All landscape areas will be graded to finish grades, reestablishing flow lines as approved prior to amending the soil. Finish grades will be inspected upon completion. The contractor will not proceed with planting work until finish grades have been inspected and accepted by the District.

### **801-2.4 Weed Control Measures.** [Add the subsection]

Apply a translocated herbicide and allow sufficient time to completely kill off all germinated weeds; herbicide to be reapplied as needed to completely eradicate all germinated weeds. Weed control shall be to the satisfaction of the District. Refer to plans.

## **801-4 PLANTING.**

### **801-4.1 General.** [Add the following]

All planting holes shall be pre-soaked and backfill shall be as recommended by the soil test report.

### **801-4.8.3 Sod.** [Add the following]

Irrigate areas to be sodded prior to installation of sod. Soil shall be damp to a depth of 2".

Time limit and option in first paragraph below are requirements of TPI's "Guideline Specifications to Turfgrass Sodding."

Lay sod within 48 hours of harvesting unless a suitable preservation method is accepted by Architect prior to delivery time. Do not lay sod if dormant or if ground is frozen or muddy.

Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1" below sod.

Trim sod to conform to shapes on Planting Plans.

Irrigate thoroughly to provide good moisture penetration after sod is laid.

Sod shall be smooth and flush with the finish grade of existing sidewalks, curbs, etc. A second rolling will be necessary if the first does not meet with these specifications.

#### **801-4.9.5            Watering** [Add the following]

It will be the Contractor's responsibility to maintain a balanced watering program to ensure all grass areas receive proper amounts of water, well below the root system of plants. It is the contractor's responsibility to water (by hand if needed) all sod. Any sod that dies as a result of the contractor's neglect shall be replaced by the contractor at no cost to the District. This includes any equipment needed, labor and materials.

### **801-5                IRRIGATION SYSTEM INSTALLATION.**

#### **801-5.1            General.** [Add the following]

The drawings are essentially diagrammatic. Minor adjustments may be required due to differences between the site and drawings.

Dig trenches and support pipe continuously on bottom of the ditch. Lay pipe to a level grade. Trenching excavation will follow layouts indicated on the drawings to the depth below finish grades as noted. Provide minimum cover of 24 inches for main pressure supply lines under pavement, 18 inches of cover if not under pavement, and 12 inches cover for all lateral lines.

Provide minimum cover of 18 inches, maximum 24 inches for control wires. Excavation in areas where there are tree roots 2-inches in diameter and larger will be tunneled under and will be heavily wrapped with wet burlap to prevent scarring or dying.

New wiring will occupy the same trench and will be installed along the same route as the pressure supply lines and will be located below the supply lines wherever possible. Where more than one wire is placed in a trench, the wiring will be taped together at intervals of 12 feet and labeled with numbers at each end of the wire.

Remote control wire will be direct-burial AWG-UF type, sized according to manufacturer specifications, and in no case smaller than 14-gauge. Connections shall be either epoxy-sealed packet-type or Penn-Tite connectors. Common wires for valves shall be white in color. Control wires shall be black and numbered. An extra numbered wire shall be installed from controller to each valve location and it shall be different (not white) in color.

An extra valve control wire will be installed for every control valve manifold. Each extra control wire will be of a different color, extended to last valve, and be looped into each valve box.

#### **801-5.3            Irrigation Pipeline Installation.**

##### **801-5.3.3           Plastic Pipeline.** [Add the following]

All threaded plastic-to-plastic connections will have Teflon tape applied to the male threads of connection prior to assembly. The number of wraps of Teflon tape shall be per manufacturer's recommendations or per industry standards.

Connect all metal components to plastic pipe connections with a schedule 80 nipple, threaded one end, and a plastic slip coupling. Use Teflon tape on all male threads prior to assembly.

##### **801-5.3.5           Sleeving** [Add subsection]

PVC Conduit Sleeves for irrigation piping and electrical conduit and conductors shall conform to the provisions in Section 800-2, "Irrigation System Materials," of the Standard Specifications and these Special Provisions.

Sleeves shall include two conduits for water line, electrical and sprinkler control crossovers. Sizes of the conduits shall be as shown on the plans or as specified in the special provisions.

The estimated quantity of conduit listed on the plan represents the total length of a unit run times two conduits. The length of each individual run is noted on the construction plan sheets.

Conduits shall be installed not less than 1.5 feet below the top of curb grade in sidewalk areas and not less than 24 inches below finished grade in all other areas measured to the top of the conduit. Conduits shall extend 5 feet beyond all paving and curbs unless otherwise shown on the plans.

Where conduits are installed in open trenches, excavation and backfill shall conform to the provisions in Section 306, "Open Trench Conduit Construction," of the Standard Specifications and these specifications. The bottom of the trench shall be graded and prepared to provide a firm and uniform bearing throughout the entire length of the conduit. During backfilling operations, the conduit shall be rigidly supported so that no movement of, or damage to, the conduit or joints will result.

Couplings for conduits shall be installed in conformance with the manufacturer's written instructions; a copy of which shall be furnished to the Inspector prior to installation

Conduits shall be schedule 40 PVC pipe. Couplings and fittings shall be as recommended by the pipe manufacturer. Nylon pull rope shall be placed in conduit for the full length of the conduit.

Each end of the irrigation sleeve shall be terminated, capped and a 1" by 24" iron pipe shall be embedded at the pipe end for future locating as noted in the plans.

If new sleeving is required, install per plan.

#### **801-5.5            Sprinkler Head Installation and Adjustment.**

##### **801-5.5.2           Location, Elevation, and Spacing** [Add the following]

Sprinkler heads will be installed as designated on the drawings. Spacing of the sprinkler heads will not exceed maximum indicated on the drawings.

##### **801-5.6            Automatic Control System Installation** [Add the following]

#### **801-5.7            Flushing and Testing.**

##### **801-5.7.1           General.** [Add the following]

Irrigation design is based on available water pressure as indicated by CVWD. The Contractor will verify working water pressure prior to construction. Should a discrepancy exist, notify the District prior to beginning Construction.

Connections to the installation of the water supply will be at the location shown on the drawings. Minor changes caused by actual site conditions will be made at no additional cost to the District. If the water meter and backflow unit is existing refer to Irrigation plans. Contractor shall run mainline pipe to the as indicated on the plans.

Prior to installation of irrigation heads, the valves will be opened and full head of water used to flush out the lines and risers. Sprinkler heads shall not be installed until flushing the system has been completed.

##### **801-5.7.2           Pipeline Pressure Test.** [Add the following]

The main line will be tested for no less than four (4) hours and hold a static pressure of 125 psi.

## **801-6 Maintenance and Plant Establishment.**

### **801-6.1 General.** [Add subsection]

**The Contractor shall maintain all landscaped areas for a minimum plant establishment period of not less than ninety (90) days from the date of written acceptance of the project. The plant establishment period will not start until the project receives Final, Formal Acceptance by the District Council.** Projects will not be segmented into phases or accepted in phases. Written acceptance from the District must be obtained to start the plant establishment period. If the project maintenance fails to continuously meet standards required, the plant establishment period will be suspended and will not re-commence until Contractor has corrected all deficiencies.

### **801-6.2 Maintenance Tasks.** [Add subsection]

During the contract period the Contractor shall maintain the planted areas which are within the work limits of the contract including, but not limited to weekly: 1) watering; weekly mowing; weeding; fertilizing and cultivating; and spraying to keep the sod in a healthy, growing condition and keeping the planted areas neat and attractive; 2) removing trash a minimum of once a week; 3) checking and repairing irrigation systems weekly; and 4) pest and vermin control. Note: Do not prune trees or shrubs without first advising the District.

### **801-6.3 Replacement Plantings.** [Add subsection]

After planting and during the plant establishment period in the event any sod should die, is missing, weak or displays the appearance of necrosis, the sod will be immediately removed and replaced at the Contractor's expense. All replacements must occur within five (5) days of notice. At the end of the establishment period, all sod will be in a healthy, growing condition and located as indicated on the plan or as approved by the District.

### **801-6.5 Weekly Reports.** [Add subsection]

The Contractor, as part of this contract, shall submit reports and schedules as requested. Failure to submit reports and schedules in the time specified may result in a Performance Deficiency Deduction. The District will supply the format for these forms. Such reports must be filled out in detail.

The following is a breakdown of required forms and schedules.

The contractor shall submit these reports as they are completed. Weekly reports shall be filled out by Friday of every week. Payments due shall not be disbursed unless all reports have been submitted to the District.

#### **801-6.5.1 Schedule of Weekly Maintenance.** [Add subsection]

- a) Contractor shall provide a schedule of weekly maintenance identifying areas to be maintained and a breakdown of when each function shall be performed.
- b) The District will assume that the Contractor will adhere to the schedule. The District must receive notification of changes at least 12 hours in advance.

#### **801-6.5.2 Weekly Irrigation Inspection Report.** [Add subsection]

This will be turned in every Friday.

### **801-6.5.3            Weekly Activity Report. [Add subsection]**

Indicating the following:

- a)        Litter pickup
- b)        Weed control
- c)        Chemical maintenance - herbicides and pesticide applications
- d)        Incident/Accident

### **801-6.7                End of Establishment Period. [Add subsection]**

Approximately one week prior to the end of the establishment period, the District will conduct a walk-through of the area, noting deficiencies and problems to be resolved. The Contractor will be required to resolve all noted items. If the items cannot be resolved within the time remaining, the establishment period will be extended, without cost to the District, until the items are corrected.

## **PAYMENT**

The contract paid price for **Landscape** shall be measured and paid for per **Lump Sum (LS)** and shall include furnishing all labor, equipment, tools, transportation, and materials necessary for placement of landscaping per approved plans. The price of this item shall also include protecting electrical in place, exporting soil, grading, providing and installing sod and any incidentals for doing the work involved in constructing landscaping per District Standards and project plans and specifications.

The contract paid price for **Irrigation** shall be measured and paid for per **Lump Sum (LS)** and shall include furnishing all labor, equipment, tools and materials necessary for construction of irrigation per approved plans. The price of this item shall also include protecting electrical in place, exporting soil, grading, providing and installing irrigation system, irrigation controller, permits, coordination with CVWD, and any incidentals for doing the work involved in constructing irrigation per the project plans and specifications.

The contract paid price for **90-Day Maintenance Period** shall be measured and paid for per **Lump Sum (LS)** and shall include furnishing all labor, equipment, tools and materials necessary for maintenance of constructed landscaping per approved plans. The price of this item shall also include any incidentals for doing the work involved in maintaining and establishing constructed landscaping as defined in the project plans and specifications.

## **5.0        CLEAN UP**

Throughout all phases of construction, including suspension of work and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and debris.

The Contractor shall remove and dispose of all loose material and debris caused by construction operations from the construction site on a daily basis.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Failure of the Contractor to comply with the District's clean up orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

Before final inspection of the work, the Contractor shall clean the right-of-way, private property, material sites, and all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition.

The full compensation for collecting and disposing of loose material and debris from the job site shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

**\*\*\* END OF SECTION \*\*\***

## **APPENDIX**

### **WAYPOINT ANALYTICAL SOILS REPORT**



Anaheim Office  
Lab No: 23-109-0019  
April 26, 2023

Hermann Design Group, Inc.  
77-899 Wold Rd. STE.# 102  
Palm Desert, CA 92211

Attn: Jose Estrada

**Project: Desert Shores Park**

Attached are the results of the analysis performed on a soil sample that was collected from the above mentioned project site from a depth of 12 inches by the client and received by our laboratory on April 19, 2023. Organic fertilizer and amendment recommendations were requested. This sample was analyzed for nutrient levels, agricultural suitability, and physical characteristics in preparation for new landscape installation.

**Analytical Results and Comments**


The reaction of the soil is slightly alkaline at 7.5 on the pH scale with a high level of free lime present. These levels could cause plants that are sensitive to alkalinity to show yellowing of foliage beginning with the younger growth. A high level of free lime is present indicating that the pH is strongly buffered in the alkaline range. Incorporation of soil sulfur to a depth of 6 inches may adjust the pH downward toward the preferred near neutral range to the depth of incorporation. That change would happen slowly and plants that are sensitive to alkalinity should be avoided.

Salinity (ECe) is high at 16.2 dS/m and is largely due to an abundance of soluble sodium (188 meq/L). These salt levels far exceed the tolerance threshold of most ornamental plant material. Very salt tolerant turf species such as seashore paspalum could potentially tolerate these salt levels if well established and the grass is not stressed by other factors such as heavy traffic, compaction, over watering, under watering, soil compaction, pest infestation, disease, or low light conditions. If the grass is stressed by other factors, then even salt tolerant species could become less tolerant of elevated salts. The salt levels will restrict the use of all but salt tolerant ornamental trees and shrubs as well. The sodium present is very poorly balanced by other cations as indicated by the high sodium adsorption ratio (SAR) of 39. This sodium imbalance is expected to adversely affect soil structure and water infiltration.

Boron is elevated at 3.23 parts per million (ppm), which could cause a broad range of trees and shrubs to show tip and edge burning of older leaves and plants that are not tolerant of elevated levels of boron in the soil are expected to perform poorly. Common turfgrass species should tolerate this amount of boron in the soil.

In terms of fertility, phosphorus is very low and magnesium is moderately low. In the minor element category, copper, manganese, and iron are low while zinc is moderately low.

The texture of the sample is 'sandy loam' based on the USDA soil classification standards. The estimated water infiltration rate is a moderate 0.28 inch per hour. The infiltration rates may vary with the degree of soil compaction throughout the site. Organic content is low at 0.81% on a dry weight basis.

4741 East Hunter Ave., Ste. A Anaheim CA 92807  
(714) 282-8777  (714) 282-8575 fax  
[www.waypointanalytical.com](http://www.waypointanalytical.com)

Page 1 of 5





Page 2  
Hermann Design Group, Inc.  
April 26, 2023

#### Comments and Recommendations

Reclamation is required prior to planting in order to reduce the soluble salts in the root zone to a safer range. Leaching should also reduce the boron to a degree but removal of boron by leaching is about three times as difficult as for other salts. We recommend the first several irrigations should be especially thorough to try to accomplish some leaching prior to planting. Proper plant selection will be an important factor in establishing a successful landscape. Use plants tolerant of these conditions. If drainage is impeded by compaction or other underlying factor, the areas may require deep ripping in order to improve drainage and allow for the leaching of salts past the root zone. The organic amendment, sulfur, and bone meal should be incorporated prior to leaching.

We estimate that approximately 7 inches of good quality water low in soluble salts and boron needs to move through the soil in order to reduce the salinity to a safe level of 3.5 dS/m in the surface 12 inches of soil. Keep in mind that as salts and boron are flushed out of the root zone, salinity and boron in the subsoil will likely remain elevated.

Be sure to apply leaching irrigations in a manner that avoids run-off and pooling. The soil should be allowed to dry slightly between irrigations to avoid creating anaerobic soil conditions and/or an environment that favors root diseases. As mentioned above, drainage must be sufficient for leaching to be effective.

Gypsum (calcium sulfate) application is often recommended for downward SAR adjustment. However, in this case the soluble calcium and sulfate numbers are high, indicating an abundance of gypsum already in the soil. Due to the limited solubility of gypsum, it is not likely that an addition of that material would provide much benefit at this point. It is also worth noting that when a sodium imbalance issue is accompanied by a very high salinity value, as in this case, water infiltration is often good in spite of the elevated SAR. As leaching irrigations flush calcium and magnesium out of the root zone, along with sodium, water infiltration may become impeded. If this happens, gypsum application may be warranted at that time and the material should be uniformly broadcast at a rate of 25 lbs. per 1000 sq. ft. followed by additional leaching.

Once leaching is complete, it is recommended to submit additional samples to check post-leaching salinity and SAR values (Waypoint Analytical Testing Procedure A02). Additional leaching and/or gypsum application may be necessary at that time.



Page 3  
Hermann Design Group, Inc.  
April 26, 2023

#### Recommendations

##### Surface Soil Preparation for Turf and Mass Planting Areas

If feasible, prior to amending the areas where severe compaction exists, the surface soil should be ripped or tilled to a 9-inch depth. Uniformly broadcast and blend the following with existing soil to a 6-inch depth. 12-0-0 fertilizer should be raked or scratched into the surface 3-4 inches after leaching. Since soil salinity is high, a non-saline organic amendment should be selected.

| Materials  | Amount per 1000 sq. ft. |
|--|-------------------------|
| Nitrogen fortified organic amendment<br>(compost* or redwood or fir sawdust) | 3 cu. yards             |
| Soil Sulfur  | 12 lbs.                 |
| Feather Meal (12-0-0)  | 10 lbs.                 |
| Bone Meal (3-15-0)   | 25 lbs.                 |

\*Rates and fertilizers may have to be adjusted depending on analysis of selected compost.

##### Tree and Shrub Planting Guidelines for General Ornamentals

1. Excavate planting pits at least twice the diameter of the rootball.
2. The top of the rootball should be at or slightly above final grade.
3. To improve soil chemistry, uniformly blend 1 lb. of iron sulfate per cubic yard of backfill soil. Handle iron sulfate with caution since it will severely stain moist concrete. Iron sulfate is not organic but it is often acceptable for use if warranted.
4. To improve soil fertility, uniformly blend 1.3 lbs. of bone meal (3-15-0) and 0.5 lb. of feather meal (12-0-0) per cubic yard of backfill. Limit the fertilizers to the upper 12 inches of backfill only.
5. Organic material is not required in the backfill; however, if you wish, the amended surface soil or a soil blend consisting of no more than 20% by volume organic matter can be placed in the upper 12 inches of backfill only. Soil below this depth should not contain any added organic matter because of the threat of plant disease and/or anaerobic soil conditions developing.
6. Do not cover the original rootball with other soil. Ideally, a temporary soil berm is often constructed around the outer edge of the rootball to help channel water into the rootball and then into surrounding soil until roots are established in the backfill and the rootball is no longer the sole source of water for the plant.
7. Ideally, a weed and turf free zone, preferably 2-3 ft. in diameter, should be maintained just beyond the diameter of the planting hole. A 2-4 inch deep layer of coarse mulch can be placed around the tree or shrub; mulch should be kept a minimum 4-6 inches from the trunk.



Page 4  
Hermann Design Group, Inc.  
April 26, 2023

Maintenance fertilization may rely primarily on a nitrogen only program supplemented with a complete fertilizer in the fall and spring. Blood Meal (12-0-0) provides available nitrogen fairly rapidly while materials such as Feather Meal (12-0-0), Soybean or Cotton Seed Meal (7-1-1) are slower to provide available nitrogen, but they extend the length of time they make this contribution. In order to provide a good supply of nitrogen for a 3-4 month time frame a good combination would be 6 pounds Blood Meal and 14 pounds Feather Meal per 1000 sq. ft. The first application should be approximately 60-90 days after planting or at the first mowing in turf areas. The long term maintenance program should consider spring and fall applications of an organic fertilizer blend such as Nature Safe 8-5-5 that would also supplement phosphorus and potassium nutrition to a greater extent.

As noted above, some of the micronutrients are below optimum. When these nutrients are low, especially in an alkaline soil, deficiencies can sometimes show in the plants. If deficiencies show once plants have become established, they may be addressed upon the first sign of deficiency. Symptoms of manganese deficiency may be seen as a general loss of color in the young leaves, followed by yellowing between veins and brownish-black spots appearing. Iron and zinc deficiency symptoms are often characterized by yellow, almost white, interveinal chlorosis on the youngest growth. If these symptoms are apparent once plants are established, then application of iron, zinc, and/or manganese chelate at the manufacturer's label rate may improve appearance. Many of the chelated micronutrient products on the market are not organic materials but are often more effective on alkaline soils than some of the other forms of trace elements. Chelated micronutrients are generally accepted fertilizers in organic production as long as there is a need for zinc, manganese, and iron demonstrated by testing. Decreasing the soil pH to a more favorable range would also help improve micronutrient availability.

If we can be of any further assistance, please feel free to contact us.

A handwritten signature in dark ink, appearing to read "Joe Kiefer".

Joe Kiefer, CCA

Hermann Design Group, Inc.  
77-899 Wolf Rd. Suite 102

Palm Desert CA 92211



4741 East Hunter Ave. Suite A  
Anaheim, CA 92807  
Main 714-282-8777 • Fax 714-282-8575  
www.waypointanalytical.com

Project : Desert Shores Park

## COMPREHENSIVE SOIL ANALYSIS

Report No : **23-109-0019**  
Purchase Order :  
Date Recd : 04/19/2023  
Date Printed : 04/25/2023  
Page : 1 of 1

| Sample Description - Sample ID |          | Half Sat % | pH        | ECe dS/m | NO <sub>3</sub> -N ppm | NH <sub>4</sub> -N ppm | PO <sub>4</sub> -P ppm | K ppm      | Ca ppm                                | Mg ppm         | Cu ppm                       | Zn ppm        | Mn ppm      | Fe ppm                   | Organic % dry wt. | Lab No. |
|--------------------------------|----------|------------|-----------|----------|------------------------|------------------------|------------------------|------------|---------------------------------------|----------------|------------------------------|---------------|-------------|--------------------------|-------------------|---------|
|                                |          | TEC        | Qual Lime |          | Sufficiency Factors    |                        |                        |            |                                       |                |                              |               |             |                          |                   |         |
| Site Soil                      |          | 17         | 7.5       | 16.2     | 33                     | 6                      | 2                      | 213        | 1230                                  | 122            | 0.4                          | 2.6           | 1           | 2                        | 0.81              | 42892   |
|                                |          | 99         | High      |          | 1.1                    |                        | 0.1                    | 1.6        | 0.8                                   | 0.6            | 0.3                          | 0.5           | 0.1         | 0                        |                   |         |
| Saturation Extract Values      |          |            |           |          |                        | SAR                    | Gravel %               |            | Percent of Sample Passing 2 mm Screen |                |                              |               |             | USDA Soil Classification | Lab No.           |         |
| Ca meq/L                       | Mg meq/L | Na meq/L   | K meq/L   | B ppm    | SO <sub>4</sub> meq/L  |                        | Coarse 5 - 12          | Fine 2 - 5 | Very Coarse 1 - 2                     | Coarse 0.5 - 1 | Med. to Very Fine 0.05 - 0.5 | Silt .002-.05 | Clay 0-.002 |                          |                   |         |
| 32                             | 12.8     | 188        | 3.2       | 3.23     | 57                     | 39.7                   | 0.2                    | 2.7        | 24.8                                  | 21.8           | 31.5                         | 11.4          | 10.4        | Sandy Loam               | 42892             |         |

Sufficiency factor (1.0=sufficient for average crop) below each nutrient value. N factor based on 200 ppm constant feed. SAR = Sodium adsorption ratio. Half Saturation %=approx field moisture capacity. Nitrogen(N), Potassium(K), Calcium(Ca) and Magnesium(Mg) by sodium chloride extraction. Phosphorus(P) by sodium bicarbonate extraction. Copper(Cu), Zinc(Zn), Manganese(Mn) & Iron(Fe) by DTPA extraction. Sat. ext. method for salinity (ECe as dS/m), Boron (B), Sulfate(SO<sub>4</sub>), Sodium(Na). Gravel fraction expressed as percent by weight of oven-dried sample passing a 12mm(1/2 inch) sieve. Particle sizes in millimeters. Organic percentage determined by Walkley-Black or Loss on Ignition.

\* LOW , SUFFICIENT , HIGH

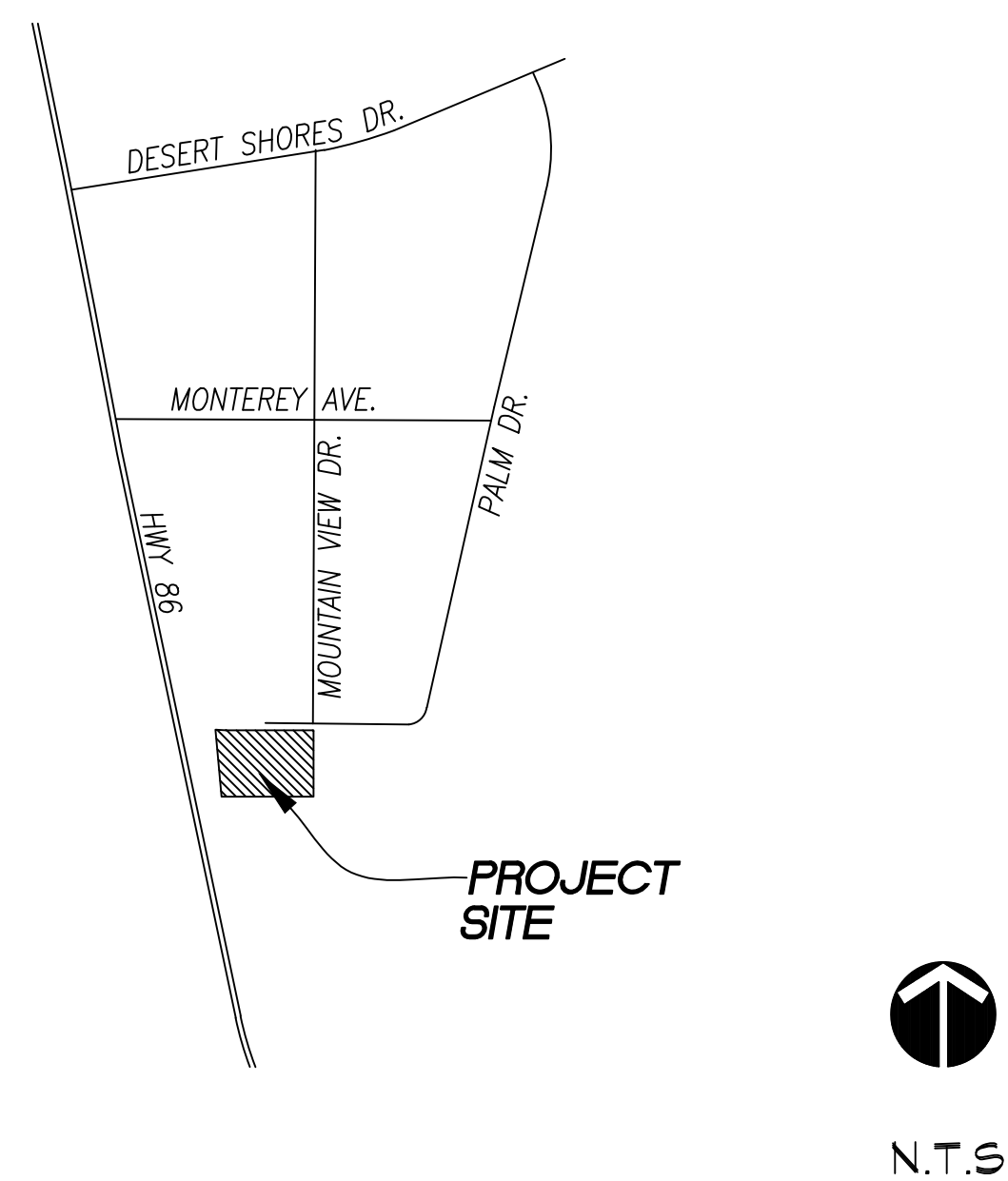
PREPARED FOR: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
SALTON CITY, CA 92274  
OFFICE (760) 394-4446  
CONTACT: EMMANUEL RAMOS

PROJECT TYPE: COMMUNITY PARK  
PORTION OF SECTION 16, T.9S, R.9E, SBB&M

## GENERAL NOTES

1. ALL PLANTING SHALL BE IN ACCORDANCE WITH APPLICABLE CITY AND COUNTY CODES AND THESE PLANS.
- A. THE CONTRACTOR SHALL CARRY ALL WORKERS COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AS REQUIRED BY OWNER.
- B. THE CONTRACTOR SHALL APPLY FOR ALL PERMITS AND PAY FOR SAME.
- C. ALL IRRIGATION WORK SHALL HAVE RECOMMENDED APPROVAL BY THE OWNER PRIOR TO BEGINNING ANY GROUND COVER PLANTING WORK.
- D. THE OWNER'S REPRESENTATIVE WILL REVIEW THE PLANTING WORK. PRIOR TO STARTING WORK THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE AND COORDINATE ALL REVIEWS.
- E. THE QUALITY OF WORKMANSHIP AND MATERIALS SHALL BE OF THE HIGHEST STANDARDS. COOPERATION AND FLEXIBILITY IS EXPECTED OF THE CONTRACTOR TOWARD WORKING WITH THE OWNER / LANDSCAPE ARCHITECT IN PRODUCING THE BEST POSSIBLE PRODUCT.
2. BY EXECUTING THE CONTRACT, THE CONTRACTOR REPRESENTS THAT HE AND HIS SUBCONTRACTORS HAVE VISITED THE SITE, FAMILIARIZED THEMSELVES WITH ALL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED, AND CORRELATED THEIR OBSERVATIONS WITH THE REQUIREMENTS OF THESE CONTRACT DOCUMENTS.
3. UNLESS OTHERWISE PROVIDED IN THESE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, LICENSES, AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.
4. THE CONTRACTOR SHALL FILE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. IF THE CONTRACTOR OBSERVES THAT ANY OF THE CONTRACT DOCUMENTS ARE AT VARIANCE THEREWITH IN ANY RESPECT, HE SHALL PROMPTLY NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IN WRITING.
- ~~5. CONTRACTOR SHALL OBTAIN A CURRENT STRUCTURAL SOILS REPORT. THIS SOILS REPORT SHALL SUPERSEDE THE RECOMMENDATIONS AND DETAILS SHOWN ON THESE PLANS AND SPECIFICATIONS.~~
6. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE HELD LIABLE FOR ALL DAMAGE INCURRED DURING CONSTRUCTION.
7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES.
8. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATIONS.
9. THE LOCATION OF FEATURES TO BE CONSTRUCTED, NOT SPECIFICALLY DIMENSIONED MAY BE DETERMINED BY SCALE. VERIFY ALL SUCH CONDITIONS WITH OWNER'S REPRESENTATIVE.
10. ALL CURVE-TO-LINEAR AND CURVE-TO-TANGENT LINES SHALL BE NEAT, TRIM, SMOOTH, AND UNIFORM.
11. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY HIS OPERATIONS. AT THE COMPLETION OF THE WORK HE SHALL REMOVE ALL HIS WASTE MATERIALS AND RUBBISH FROM THE SITE AS WELL AS ALL HIS TOOLS, EQUIPMENT, MACHINERY, AND SURPLUS MATERIALS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
13. THE CONTRACTOR SHALL PROMPTLY CORRECT ALL WORK REJECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE AS DEFECTIVE OR AS FAILING TO CONFORM TO THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BEAR ALL COSTS OF CORRECTING SUCH REJECTED WORK.
14. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY WITH THE OWNER'S AUTHORIZED REPRESENTATIVE THAT HE/SHE HAS OBTAINED THE LATEST SET OF CONSTRUCTION DOCUMENTS.
15. ALL PHOENIX AND CITRUS SPECIES SHALL BE PURCHASED IN THE COACHELLA VALLEY FROM A LOCAL NURSERY AS PER AGRICULTURAL COMMISSIONER GUIDELINES.

## VICINITY MAP



## CONSULTANTS

## SHEET INDEX

| SHEET | DESCRIPTION        |
|-------|--------------------|
| L0.0  | COVER SHEET        |
| L1.0  | IRRIGATION PLAN    |
| L1.1  | IRRIGATION PLAN    |
| L1.2  | IRRIGATION DETAILS |
| L1.3  | IRRIGATION DETAILS |
| L2.0  | PLANTING PLAN      |
| L2.1  | PLANTING PLAN      |
| L2.2  | PLANTING DETAILS   |
| L2.3  | SOILS REPORT       |

## APPROVALS

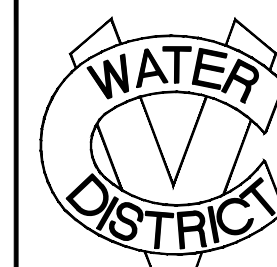
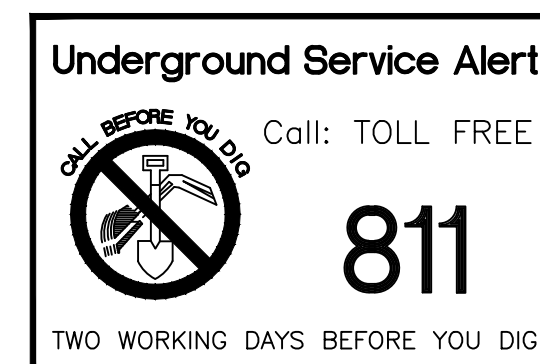
NO PERMANENT STRUCTURES OR TREES WITHIN CYWD AND/OR EASEMENTS. CYWD WILL NOT BE RESPONSIBLE FOR DAMAGE OR REPLACEMENT OF ANY SURFACE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DECORATIVE CONCRETE, LANDSCAPING, CURBS, GUTTER, SIDEWALKS, PLANTERS, GATES AND RELATED IMPROVEMENTS INSTALLED WITHIN THE CYWD AND/OR USBR.

THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY  
WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT  
CODE, SECTION 65591 ET SEQ. REQUIRING EFFICIENT LANDSCAPE  
AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL  
GOVERNING AGENCY (CITY AND COUNTY)

APPROVAL OF THIS DRAWING BY CVWD STAFF DOES NOT CONSTITUTE  
APPROVAL TO ENCROACH INTO DISTRICT AND USBR RIGHT OF WAY,  
TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY  
NOT BE PLANTED OR INSTALLED IN CVWD AND USBR EASEMENTS OR  
RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT  
FROM CVWD.

DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_

CYWD PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT



APPROVAL OF THIS DRAWING BY CVWD STAFF DOES NOT CONSTITUTE  
APPROVAL TO ENCROACH INTO DISTRICT AND USBR RIGHT OF WAY,  
TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY  
NOT BE PLANTED OR INSTALLED IN CVWD AND USBR EASEMENTS OR  
RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT  
FROM CVWD.

DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_

CYWD PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT



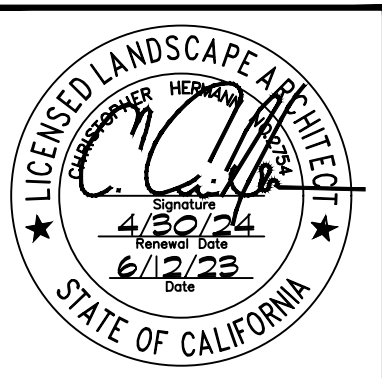
HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA  
92211

LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

**OWNER:**  
**SALTON COMMUNITY**  
**SERVICES DISTRICT**  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT:  
DESERT SHORES  
SOCCER PARK  
001-155-001  
THERMAL CA, 92274

| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



SHEET TITLE

COVER  
SHEET

|          |         |
|----------|---------|
| DESIGNED | JE      |
| DRAWN    | JE      |
| CHECKED  | CH      |
| DATE     | 6/20/23 |
| SCALE    | N.T.S.  |
| JOB NO.  | 23013   |

SHEET  
L0.0  
OF 9 SHEETS

© Hermann Design Group expressly reserves its common law copyright and other property rights in these plans. These plans are not to be reproduced, changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining the express written permission of Hermann Design Group.



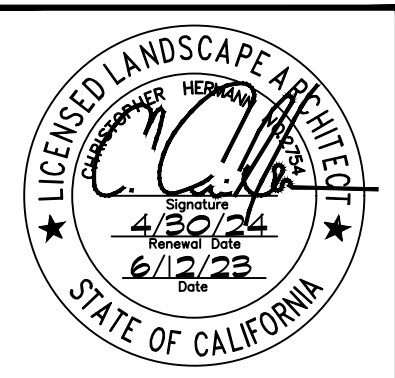


HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA  
92211  
LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK  
001-155-001  
THERMAL CA, 92274

| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



SHEET TITLE  
**IRRIGATION PLAN**

DESIGNED JE  
DRAWN JE  
CHECKED CH  
DATE 6/20/23  
SCALE 1"=20'  
JOB NO. 23013

SHEET  
**L1.0**  
OF 9 SHEETS

**AUTOMATIC CONTROLLER LOCATION: A**  
INSTALL AUTOMATIC CONTROLLER- 24 STATION  
LOCATE IN VANDAL RESISTANT ENCLOSURE  
MODEL: SB-24SS BY STRONGBOX  
CONTRACTOR TO MAKE FINAL HOOK UP.

MATCH LINE SEE SHEET L1.1

**PHASE 2 ALTERNATE BID**  
**PHASE 1**

INSTALL 1" REMOTE CONTROL VALVE AND EXTEND LATERAL FOR FUTURE TREE IRRIGATION - BASE BID

TREES BY OWNER

EXISTING BASKETBALL COURT

TREES BY OWNER

EXISTING LIGHTS

EXISTING BACK STOP

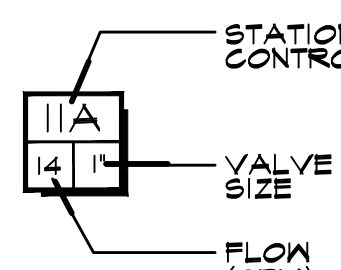
EXISTING CHAIN LINK FENCE

INSTALL 1" REMOTE CONTROL VALVE AND EXTEND LATERAL FOR FUTURE TREE IRRIGATION - BASE BID

| EQUIPMENT LEGEND |   |                 |               |
|------------------|---|-----------------|---------------|
| SYMBOL           | MANUFACTURER/MODEL #  | SIZE            | DETAIL /SHEET |
|                  | EXISTING IRRIGATION WATER METER. PROTECT IN PLACE   | -               | -             |
|                  | NIBCO T-580 BALL VALVE - FULL PORT  | LINE SIZE       | C / L1.2      |
|                  | RAINBIRD FEB SERIES REMOTE CONTROL VALVE  | PER PLAN        | H / L1.2      |
|                  | RAINBIRD ESP-LXME/F AUTOMATIC IRRIGATION CONTROLLER WITH IQ NCC SS CARTRIDGE AND COMMUNICATION ANTENNA / INSTALL IN STRONGBOX ENCLOSURE MODEL: SB-24SS<br>INSTALL PER MANUFACTURE'S SPEC. | 36              | E / L1.2      |
|                  | EXISTING BACKFLOW PREVENTER. PROTECT IN PLACE   | -               | -             |
|                  | RAINBIRD FSI50P FLOW SENSOR   | 1 1/2"          | J / L1.3      |
|                  | GRISWOLD 2000 SERIES MASTER VALVE   | 2"              | I / L1.3      |
|                  | RAINBIRD 44-RC QUICK COUPLING VALVE   | 1"              | F / L1.2      |
| NOT SHOWN        | UF DIRECT BURIAL CONTROL WIRE<br>#12 GA. COMMON, #14 GA. PILOT W/ PIPE SLEEVE   | -               | B / L1.2      |
|                  | PVC SCH 40 FOR 1 1/2" AND SMALLER. PVC CLASS 315 FOR 2"-3". PRESSURE MAINLINE -18" DEEP.<br>PVC C400 FOR 4" AND LARGER. PRESSURE MAINLINE -36" DEEP                                       | PER PLAN        | B / L1.2      |
|                  | SCH 40 PVC NON-PRESSURE LATERAL LINE. 12" DEEP.   | PER PLAN        | B / L1.2      |
|                  | SCH 40 PVC WIRE AND PIPE SLEEVES  | 2x<br>LINE SIZE | A / L1.2      |

| SPRINKLER LEGEND |   |         |      |     |            |     |     |     |               |
|------------------|---|---------|------|-----|------------|-----|-----|-----|---------------|
| SYMBOL           | MANUFACTURER/MODEL #  | NOZZLE  | RAD. | PSI | FLOW (GPM) |     |     |     | DETAIL /SHEET |
|                  | RAINBIRD 1806-SAM-FRS-10  | Q/H/F/V | 10'  | 30  | 39         | 79  | 158 | 118 | D / L1.2      |
|                  | RAINBIRD 1806-SAM-FRS-12  | Q/H/F/V | 12'  | 30  | 65         | 130 | 26  | 87  |               |
|                  | RAINBIRD 1806-SAM-FRS-15  | Q/H/F/V | 15'  | 30  | 92         | 185 | 37  | 277 |               |
|                  | HUNTER 1-20-06-SS<br>NOZZLES: 3.0 BLUE QTR.<br>NOZZLES: 4.0 BLUE HALF | Q/H     | 35'  | 35  | 27         | 35  |     |     |               |
|                  | HUNTER 1-20-06-SS<br>NOZZLES: 8.0 BLUE FULL                           | F       | 35'  | 35  |            |     | 7   |     |               |

STATION/CONTROLLER KEY



SCHEDULE 40 PVC PIPE SIZING CHART

|          |     |        |
|----------|-----|--------|
| 1 - 7    | GPM | 3/4"   |
| 8 - 12   | GPM | 1"     |
| 13 - 21  | GPM | 1 1/2" |
| 22 - 29  | GPM | 1 1/2" |
| 30 - 49  | GPM | 2"     |
| 50 - 69  | GPM | 2 1/2" |
| 70 - 109 | GPM | 3"     |

## BID ALTERNATE SCHEDULE

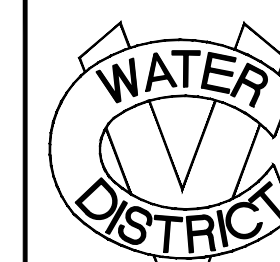
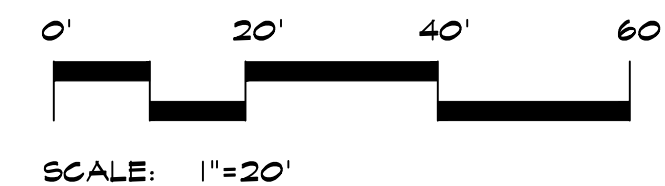
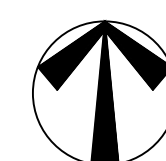
| BID ITEM | SYMBOL | DESCRIPTION                   | COMMENTS   |
|----------|--------|-------------------------------|--|
| 1        |        | PHASE 2 IRRIGATION 25557 S.F. | INSTALL IRRIGATION PER PLAN FOR VALVE 1A THRU 14A<br>INSTALLATION OF SPRINKLERS, LATERALS, AND EQUIPMENT. TIE TO PHASE 1 CONTROLLER. |

NO PERMANENT STRUCTURES OR TREES WITHIN CIVID AND/OR EASEMENTS. CIVID WILL NOT BE RESPONSIBLE FOR DAMAGE OR REPLACEMENT OF ANY SURFACE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DECORATIVE CONCRETE, LANDSCAPING, CURBS, GUTTER, SIDEWALKS, PLANTERS, GATES AND RELATED IMPROVEMENTS INSTALLED WITHIN THE CIVID AND/OR USER.

THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65931 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

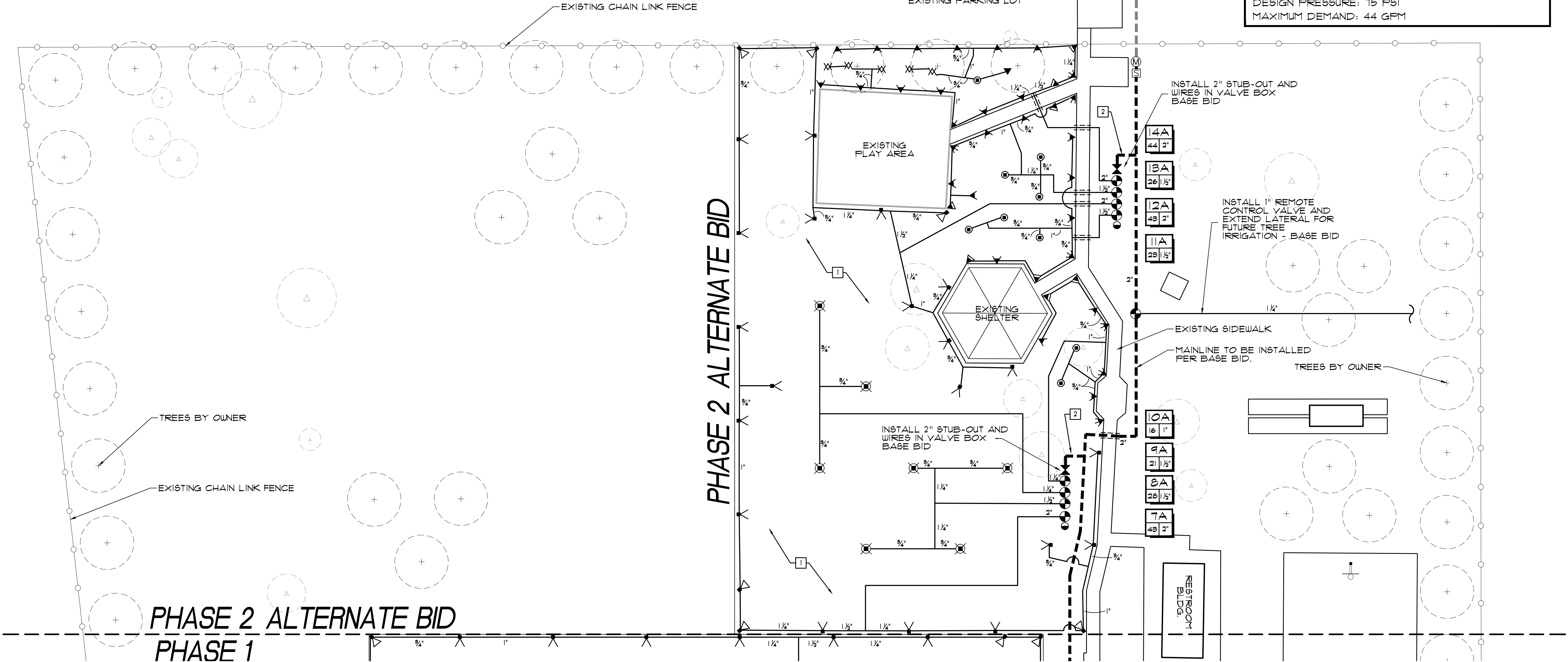
APPROVAL OF THIS DRAWING BY CIVID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCRoACH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CIVID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CIVID.

DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_  
CIVID PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT \_\_\_\_\_



| EQUIPMENT LEGEND |   |              |               |
|------------------|---|--------------|---------------|
| SYMBOL           | MANUFACTURER/MODEL *  | SIZE         | DETAIL /SHEET |
|                  | EXISTING IRRIGATION WATER METER. PROTECT IN PLACE   | -            | -             |
|                  | NIBCO T-580 BALL VALVE - FULL PORT  | LINE SIZE    | C / L1.2      |
|                  | RAINBIRD PEB SERIES REMOTE CONTROL VALVE  | PER PLAN     | H / L1.2      |
|                  | RAINBIRD ESP-LXME/F AUTOMATIC IRRIGATION CONTROLLER WITH IQ NCC SS CARTRIDGE AND COMMUNICATION ANTENNA / INSTALL IN STRONGBOX ENCLOSURE MODEL: SS-24SS INSTALL PER MANUFACTURER'S SPEC. | 36           | E / L1.2      |
|                  | EXISTING BACKFLOW PREVENTER. PROTECT IN PLACE   | -            | -             |
|                  | RAINBIRD FS150P FLOW SENSOR   | 1 1/2"       | J / L1.3      |
|                  | GRISWOLD 2000 SERIES MASTER VALVE   | 2"           | I / L1.3      |
|                  | RAINBIRD 44-RC QUICK COUPLING VALVE   | 1"           | F / L1.2      |
| NOT SHOWN        | UF DIRECT BURIAL CONTROL WIRE #12 GA. COMMON, #14 GA. PILOT W/ PIPE SLEEVE  | -            | B / L1.2      |
|                  | PVC SCH 40 FOR 1 1/2" AND SMALLER, PVC CLASS 315 FOR 2"-3". PRESSURE MAINLINE -18" DEEP. PVC C900 FOR 4" AND LARGER, PRESSURE MAINLINE -36" DEEP  | PER PLAN     | B / L1.2      |
|                  | SCH 40 PVC NON-PRESSURE LATERAL LINE, 12" DEEP.   | PER PLAN     | B / L1.2      |
|                  | SCH 40 PVC WIRE AND PIPE SLEEVES  | 2x LINE SIZE | A / L1.2      |

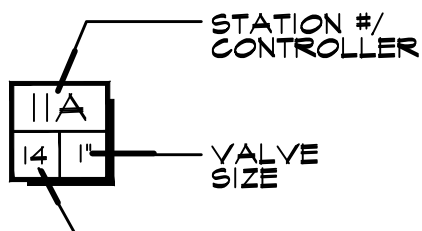
| SPRINKLER LEGEND |   |         |      |     |            |     |     |     |               |
|------------------|---|---------|------|-----|------------|-----|-----|-----|---------------|
| SYMBOL           | MANUFACTURER/MODEL #  | NOZZLE  | RAD. | PSI | FLOW (GPM) |     |     |     | DETAIL /SHEET |
|                  |   |         |      |     | Q          | H   | F   | VAN |               |
|                  | RAINBIRD 1806-SAM-PRS-10  | Q/H/F/V | 10'  | 30  | 39         | 79  | 158 | 118 | D / L1.2      |
|                  | RAINBIRD 1806-SAM-PRS-12  | Q/H/F/V | 12'  | 30  | 65         | 130 | 26  | 87  |               |
|                  | RAINBIRD 1806-SAM-PRS-15  | Q/H/F/V | 15'  | 30  | 92         | 185 | 37  | 277 |               |
|                  | HUNTER 1-20-06-SS NOZZLES: 3.0 BLUE QTR. NOZZLES: 4.0 BLUE HALF | Q/H     | 35'  | 35  | 2.7        | 3.5 |     |     |               |
|                  | HUNTER 1-20-06-SS NOZZLES: 3.0 BLUE FULL                        | F       | 35'  | 35  |            | 7   |     |     | ↓             |



BID ALTERNATE SCHEDULE

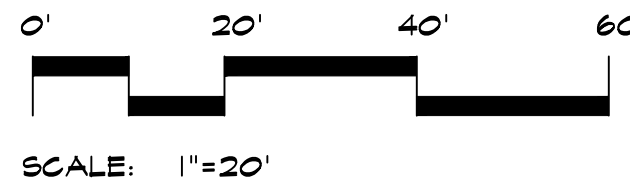
| BID ITEM | SYMBOL | DESCRIPTION                   | COMMENTS   |
|----------|--------|-------------------------------|--|
| 1        | 2      | PHASE 2 IRRIGATION 25551 S.F. | INSTALL IRRIGATION PER PLAN FOR VALVE 7A THRU 14A<br>INSTALLATION OF SPRINKLERS, LATERALS, AND EQUIPMENT. TIE TO PHASE 1 CONTROLLER. |

STATION/CONTROLLER KEY



SCHEDULE 40 PVC PIPE SIZING CHART

|          |     |        |
|----------|-----|--------|
| 1 - 7    | GPM | 3/4"   |
| 8 - 12   | GPM | 1"     |
| 13 - 21  | GPM | 1 1/4" |
| 22 - 29  | GPM | 1 1/2" |
| 30 - 49  | GPM | 2"     |
| 50 - 69  | GPM | 2 1/2" |
| 70 - 109 | GPM | 3"     |



THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65959 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

APPROVAL OF THIS DRAWING BY CVID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCRATCH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CVID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CVID.

DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_

CVID PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT \_\_\_\_\_



HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA 92211  
LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK  
001-155-001  
THERMAL CA, 92274

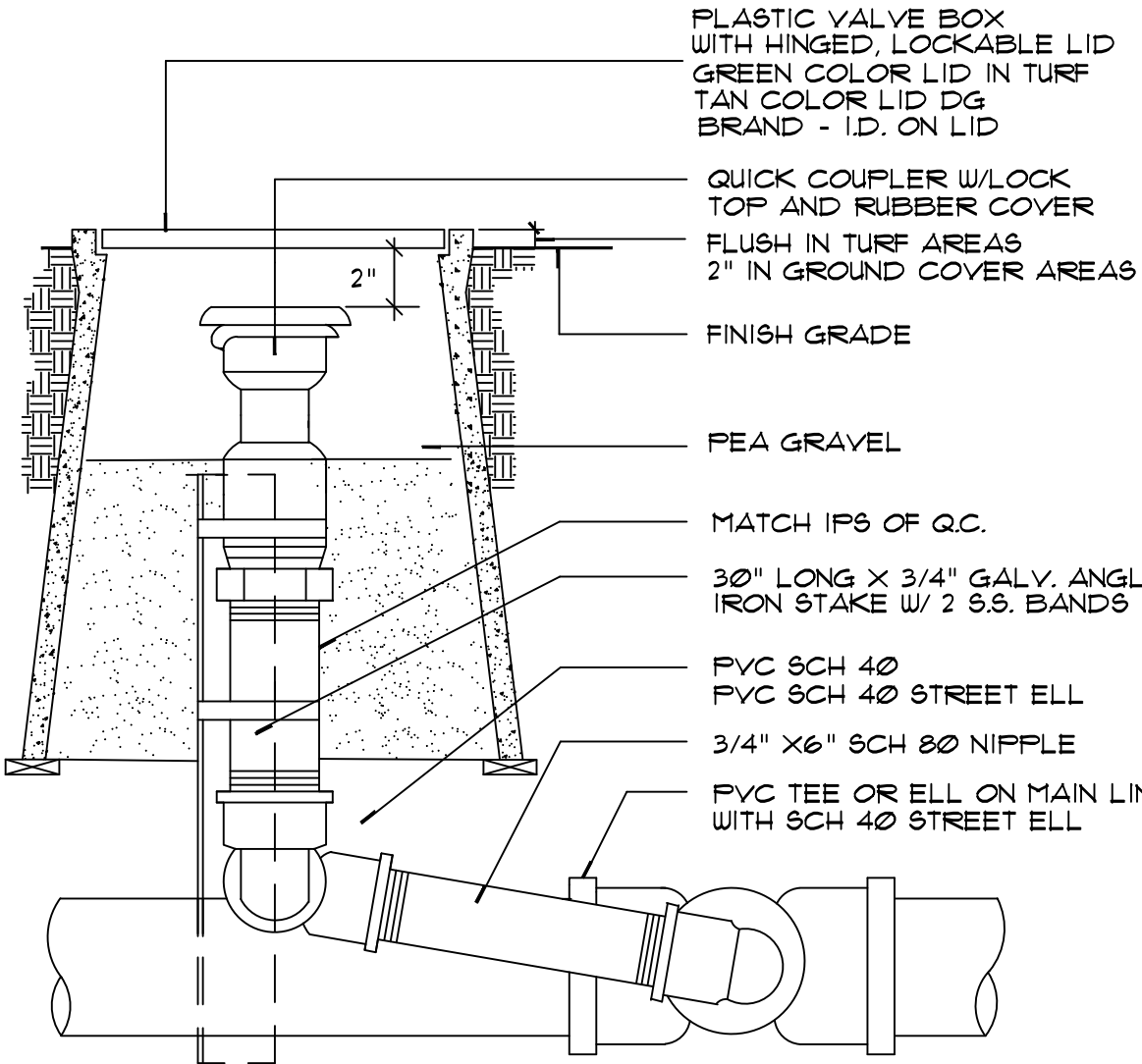
| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



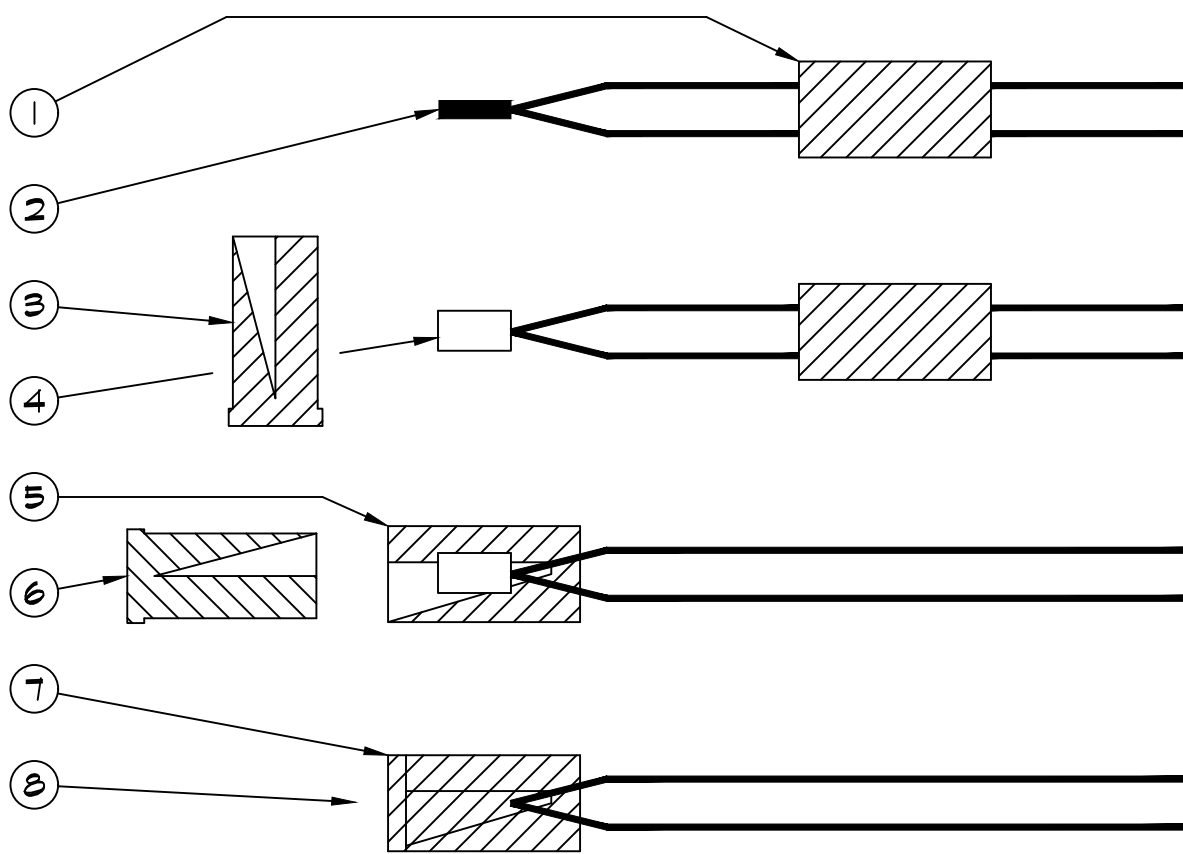
SHEET TITLE  
IRRIGATION PLAN

|          |         |
|----------|---------|
| DESIGNED | JE      |
| DRAWN    | JE      |
| CHECKED  | CH      |
| DATE     | 6/20/23 |
| SCALE    | 1"=20'  |
| JOB NO.  | 23013   |

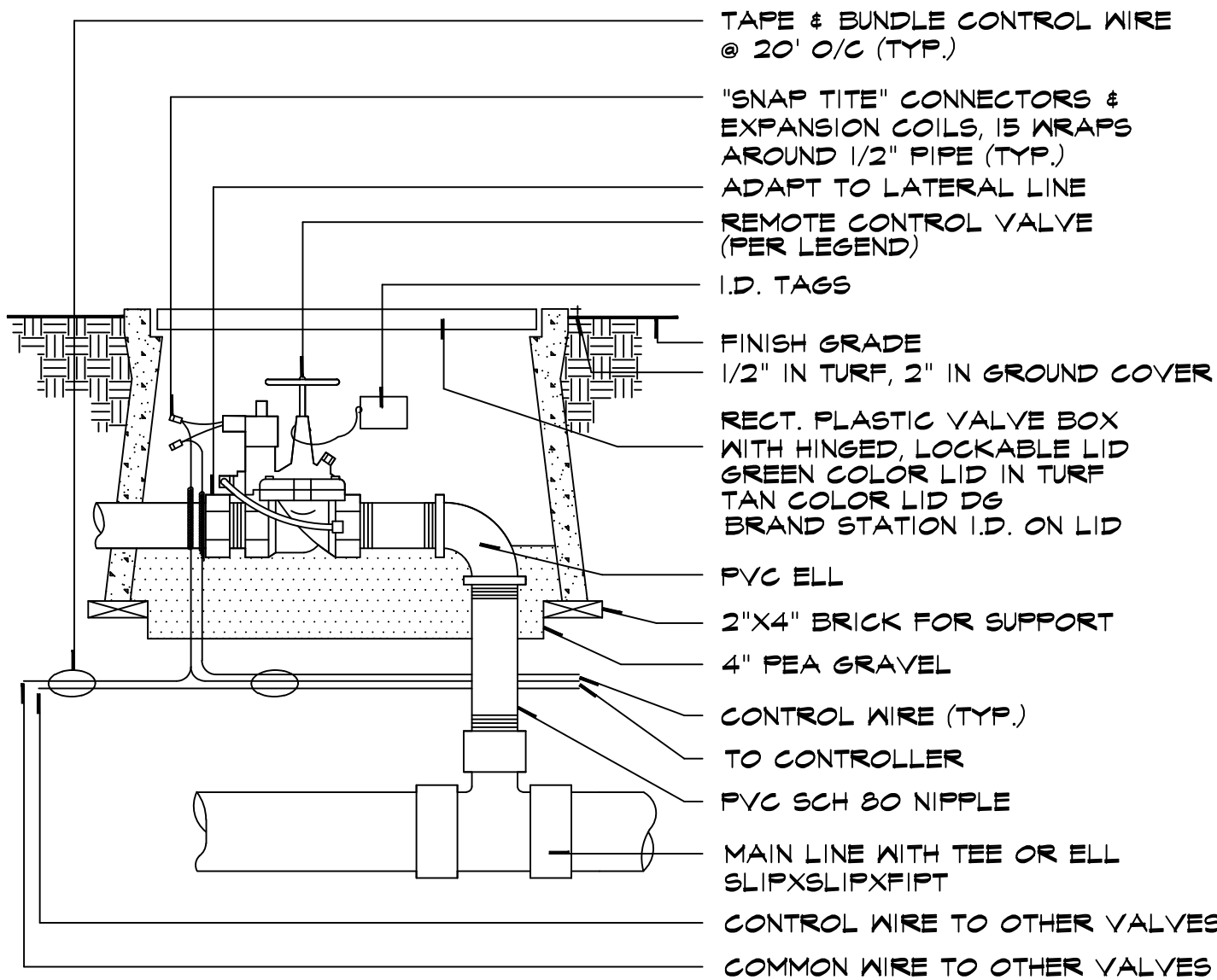
SHEET  
L1.1  
OF 9 SHEETS



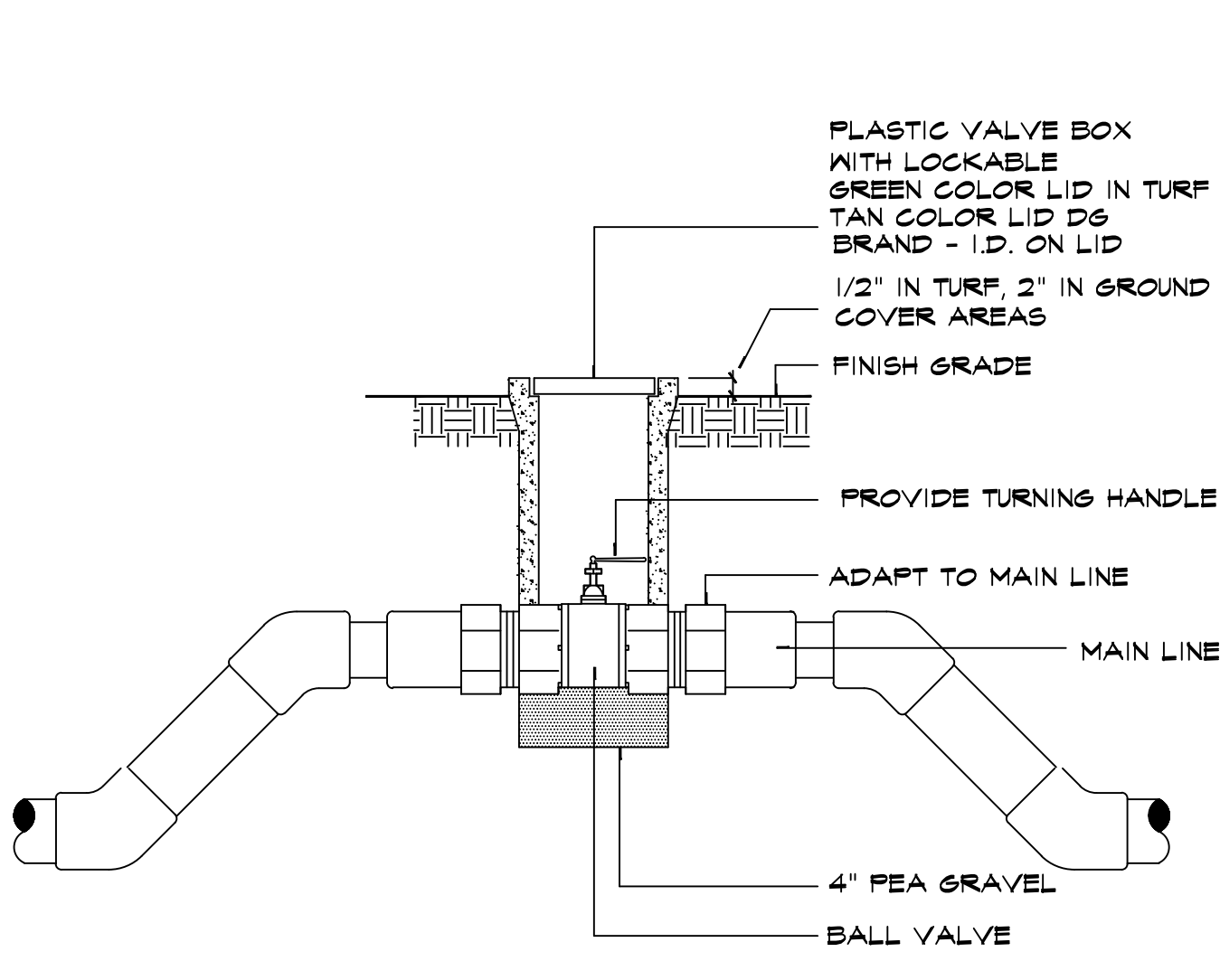
F QUICK COUPLER



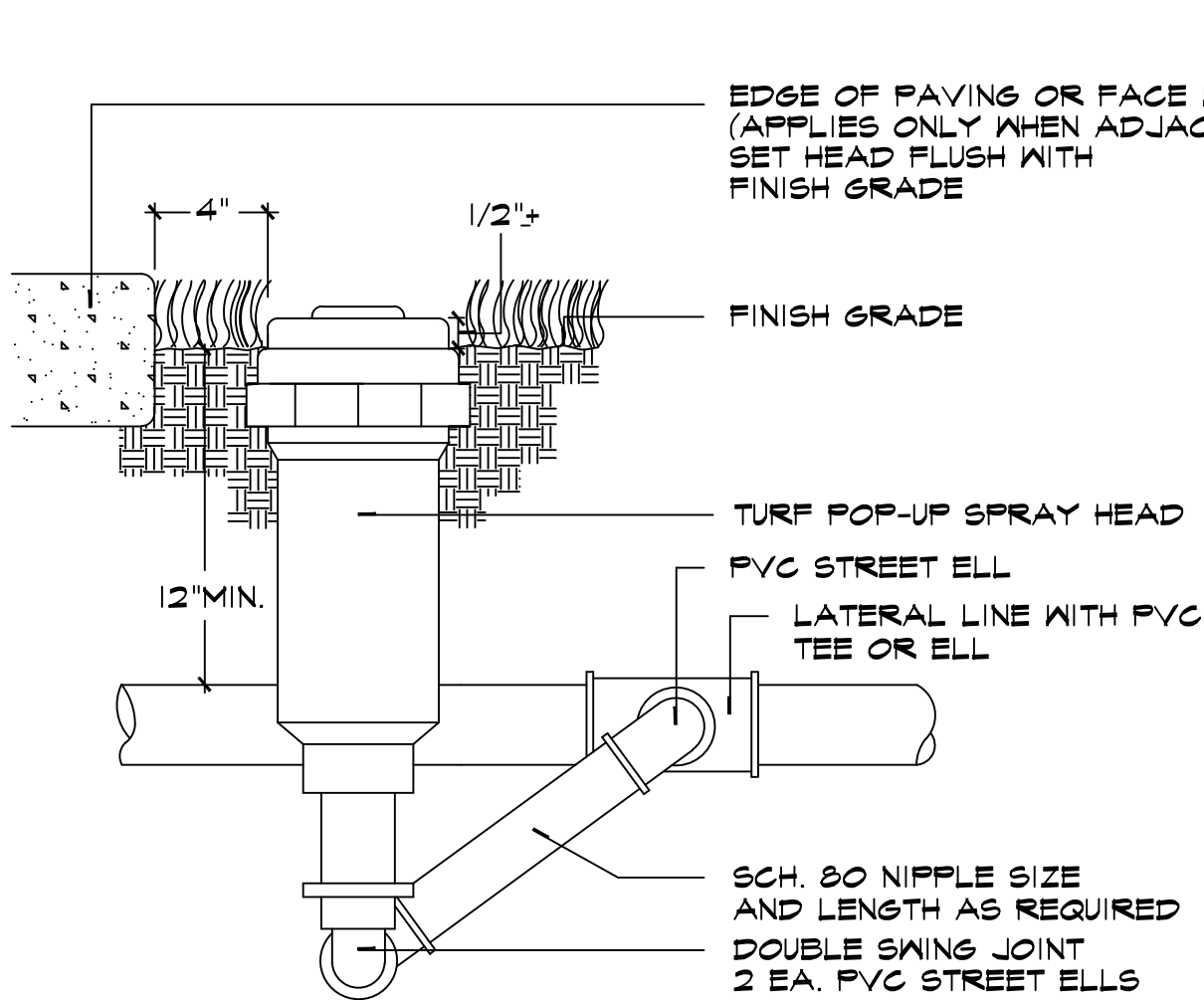
G WIRE CONNECTION



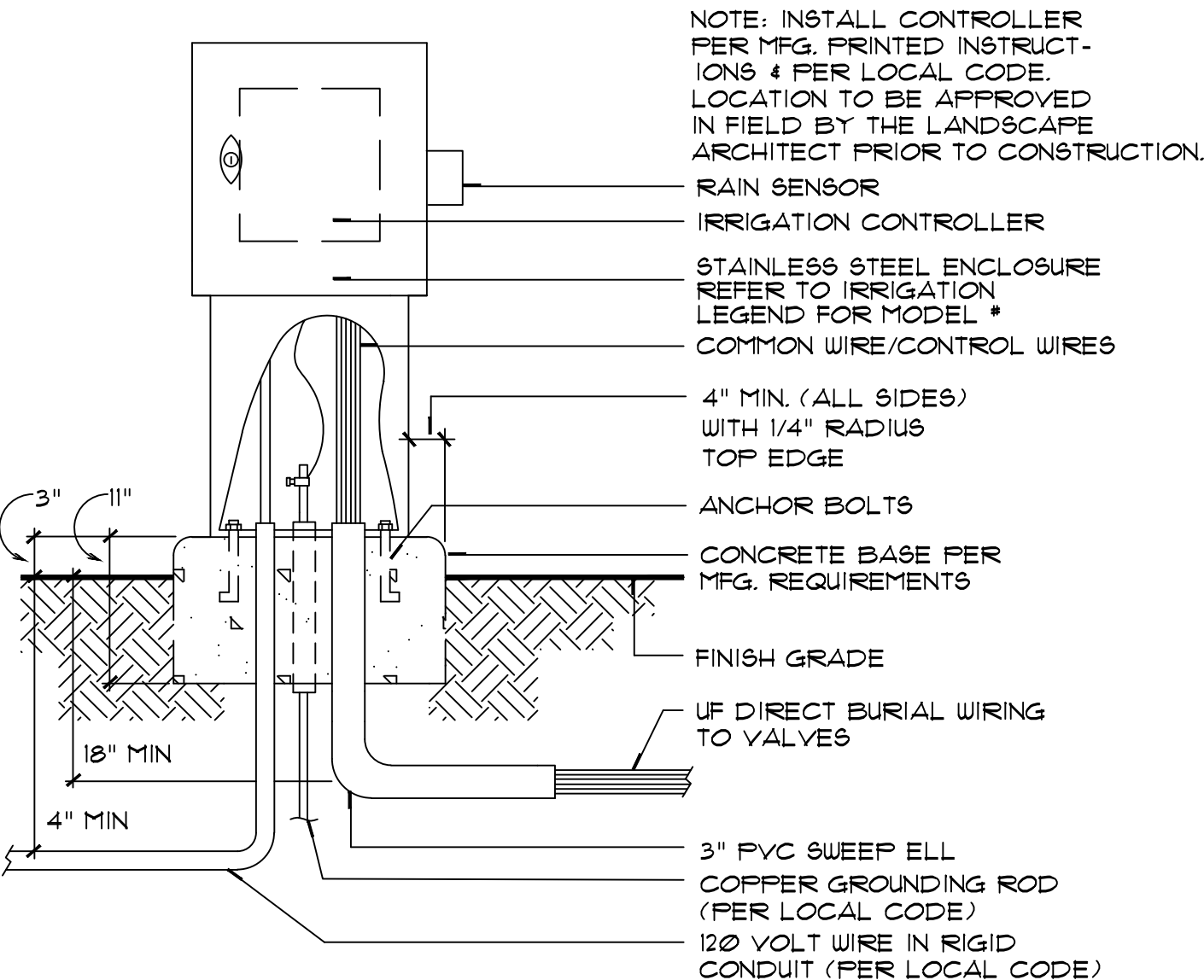
H REMOTE CONTROL VALVE



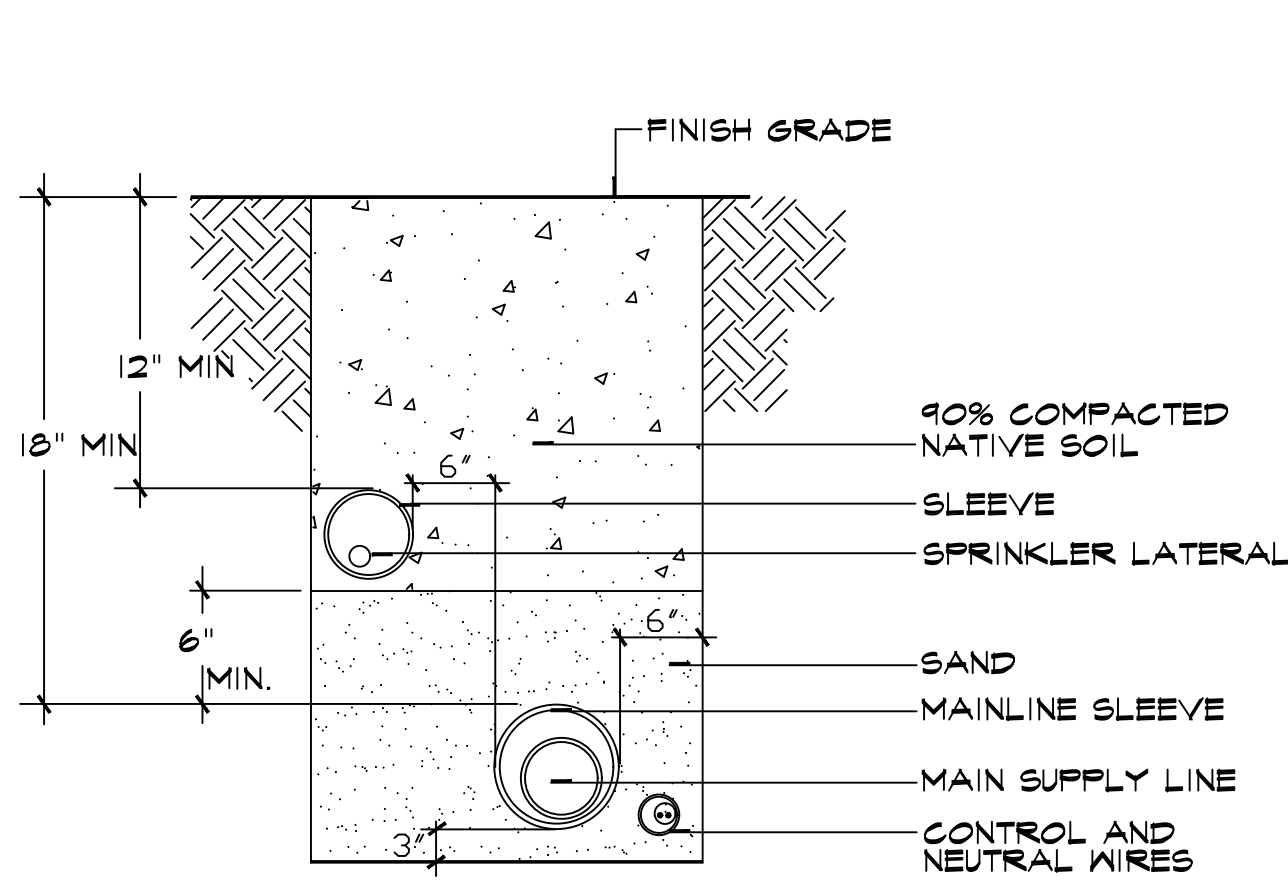
C BALL VALVE (FULL PORT)



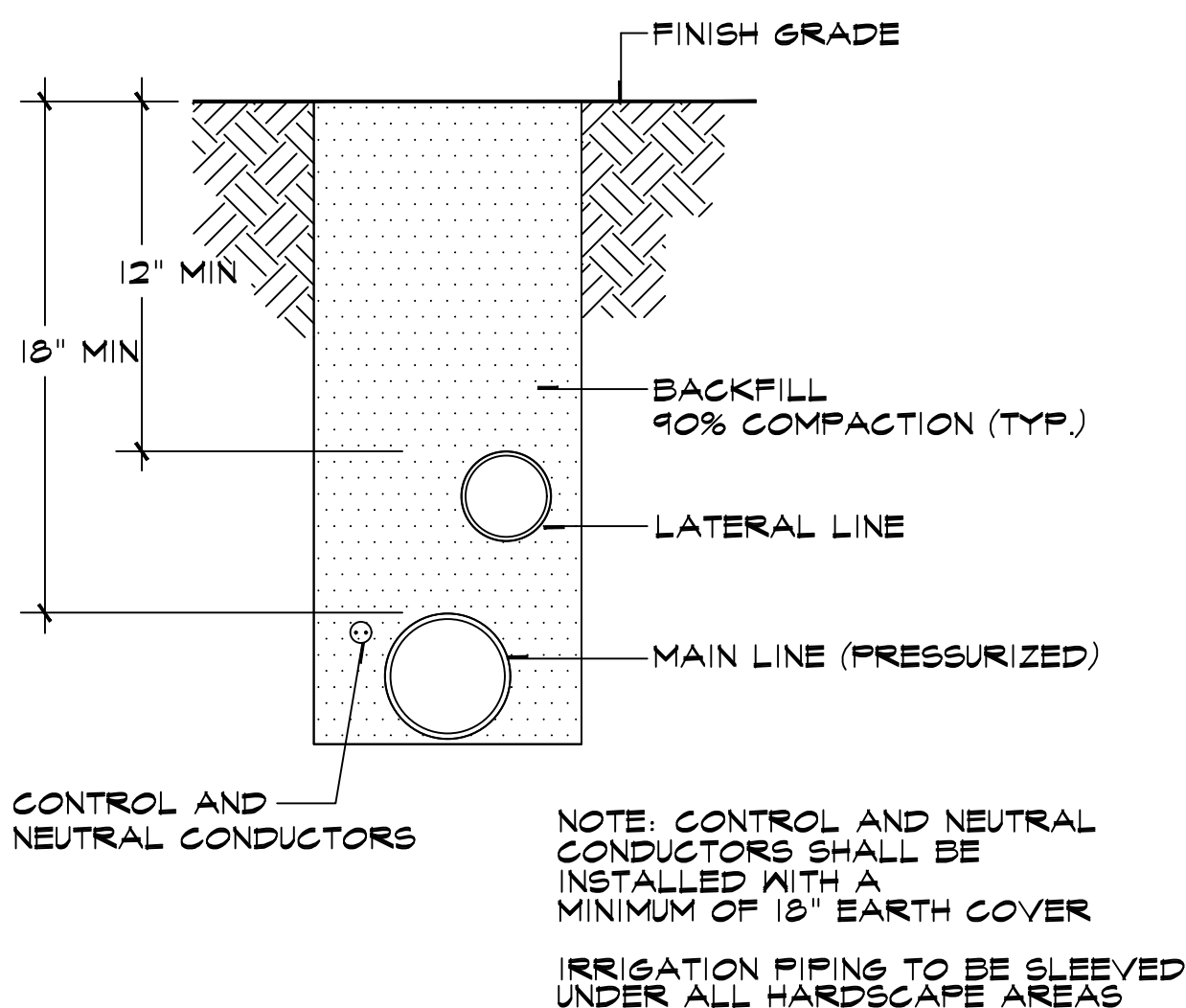
D SPRAY / ROTOR POP-UP HEAD



E CONTROLLER



A SLEEVE



B TRENCHING

NO PERMANENT STRUCTURES OR TREES WITHIN CVOID AND/OR EASEMENTS. CVOID WILL NOT BE RESPONSIBLE FOR DAMAGE OR REPLACEMENT OF ANY SURFACE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DECORATIVE CONCRETE, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, PLANTERS, GATES AND RELATED IMPROVEMENTS INSTALLED WITHIN THE CVOID AND/OR USER.

THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65931 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

APPROVAL OF THIS DRAWING BY CVOID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCR OACH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CVOID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CVOID.

DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_  
CVOID PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT \_\_\_\_\_



HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA 92211  
LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK  
001-155-001  
THERMAL CA, 92274

| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



SHEET TITLE  
IRRIGATION  
DETAILS

|          |         |
|----------|---------|
| DESIGNED | JE      |
| DRAWN    | JE      |
| CHECKED  | CH      |
| DATE     | 6/20/23 |
| SCALE    | N.T.S.  |
| JOB NO.  | 23013   |

SHEET  
L1.2  
OF 9 SHEETS



POINT OF CONNECTION: A

ZONE 4: 76"

ESTIMATED ANNUAL APPLIED WATER USE

REC. TURF HIGH - ROTOR

ETO X PF X LA X 0.62 / 748 / IE = EAAMU

76.0 X .70 X 53,204 X 0.62 / 748 / .80 = 2,932.62

REC. TURF HIGH - SPRAY

ETO X PF X LA X 0.62 / 748 / IE = EAAMU

76.0 X .70 X 53,17 X 0.62 / 748 / .75 = 3126.1

MAXIMUM ANNUAL APPLIED WATER USE

ETO X 0.62 [ ( ETAF X LA ) + ( (1-ETAF) X SLA ) ] / 748 = MAAMA

76.0 X 0.62 [ ( .45 X 53,521 ) + ( (.55) X 53,521 ) ] / 748 = 3,686.51

ESTIMATED ANNUAL APPLIED WATER USE TOTAL - 3,245.23

MAXIMUM ANNUAL APPLIED WATER USE TOTAL - 3,686.51

ESTIMATED LANDSCAPE SQUARE FT. TOTAL - 53,521

PROJECT INFORMATION

|  |                      |            |                   |          |                           |
|--|----------------------|------------|-------------------|----------|---------------------------|
| PROJECT NAME                                   | DESERT SHORES PARK   |            |                   |          |                           |
| PHONE NO.                                      | (760) 777-4131       |            |                   |          |                           |
| NAME OF PROJECT APPLICANT                      | JOSE ESTRADA         |            |                   |          |                           |
| FAX NO.  | (760) 777-4132       |            |                   |          |                           |
| TITLE IRRIGATION DESIGNER                      | JOSE@HDS-INC.COM     |            |                   |          |                           |
| EMAIL ADDRESS                                  | JOSE@HDS-INC.COM     |            |                   |          |                           |
| COMPANY NAME                                   | HERMANN DESIGN GROUP |            |                   |          |                           |
| STREET ADDRESS                                 | 71849 WOLF ROAD      |            |                   |          |                           |
| CITY   | PALM DESERT          | STATE      | CA                | ZIP CODE | 92211                     |
| IRRIGATION POINT OF CONNECTION: EXISTING METER |                      |            |                   |          |                           |
| CONTROLLER NO.                                 | VALVE NO.            | PLANT TYPE | IRRIGATION METHOD | AREA SF  | PERCENT OF LANDSCAPE AREA |
| A  | 1                    | HIGH       | ROTOR             | 6103     | 10.4                      |
| A  | 2                    | HIGH       | ROTOR             | 6222     | 10.6                      |
| A  | 3                    | HIGH       | ROTOR             | 6237     | 10.7                      |
| A  | 4                    | HIGH       | ROTOR             | 5385     | 10.1                      |
| A  | 5                    | HIGH       | ROTOR             | 4338     | 7.4                       |
| A  | 6                    | HIGH       | ROTOR             | 4473     | 7.6                       |
| A  | 7                    | HIGH       | ROTOR             | 6081     | 8.3                       |
| A  | 8                    | HIGH       | ROTOR             | 4648     | 7.9                       |
| A  | 9                    | HIGH       | ROTOR             | 3140     | 5.4                       |
| A  | 10                   | HIGH       | SPRAY             | 1308     | 2.2                       |
| A  | 11                   | HIGH       | SPRAY             | 1264     | 2.2                       |
| A  | 12                   | HIGH       | ROTOR             | 5790     | 9.9                       |
| A  | 13                   | HIGH       | SPRAY             | 1388     | 2.4                       |
| A  | 14                   | HIGH       | SPRAY             | 1644     | 4.9                       |
| TOTAL  |                      |            |                   | 53,521   | 100%                      |

WATER CONSERVATION CONCEPT STATEMENT

Project Site: DESERT SHORES PARK Tract or Parcel Number: P.O.C. A

Project location: THERMAL, CA

Landscape Architect/Irrigation Designer/ Contractor: HERMANN DESIGN GROUP, INC.

Included in this project submittal package are: (Check to indicate completion)

- ☒ 1. Maximum Annual Applied Water allowance:  
Conventional Landscape: N/A 100 cubic feet/year  
+ Recreational Turfgrass Landscape: 3,686.51 100 cubic feet/year (if applicable)  
Maximum Annual Applied Water Allowance: 3,686.51 100 cubic feet/year
- ☒ 2. Estimated Annual Applied Water Use by Hydrozone:  
Turfgrass Hydrozones: N/A 100 cubic feet/year  
Recreational Turfgrass Hydrozones: 3,245.23 100 cubic feet/year  
Very Low Plant Hydrozones: N/A 100 cubic feet/year  
Low Plant Hydrozones: N/A 100 cubic feet/year  
Medium Plant Hydrozones: N/A 100 cubic feet/year  
High Plant Hydrozones: N/A 100 cubic feet/year  
Water Features: N/A 100 cubic feet/year  
Other: N/A : N/A 100 cubic feet/year  
Estimated Annual Total Applied Water Use: 3,245.23 100 cubic feet/year  
REFER TO CALCULATIONS ON IRRIGATION PLAN
- ☒ 3. EATAAM < MAAMA
- ☒ 4. Landscape Design Plan
- ☒ 5. Irrigation Design Plan
- ☒ 6. Grading Design Plan
- ☒ 7. Soil Chemical Analysis (optional)

Description of Project: (Briefly describe the planning and design actions that are intended to achieve conservation and efficiency in water use.)

THE IRRIGATION SYSTEM IS DESIGNED FOR EFFICIENT PERFORMANCE WITH CONSERVATION IN MIND. POINT SOURCE DRIP / BUBBLER SYSTEMS PROVIDE DIRECT WATER TO THE SHRUBS AND TREES.

Date: 6/7/23 Prepared by: JOSE ESTRADA

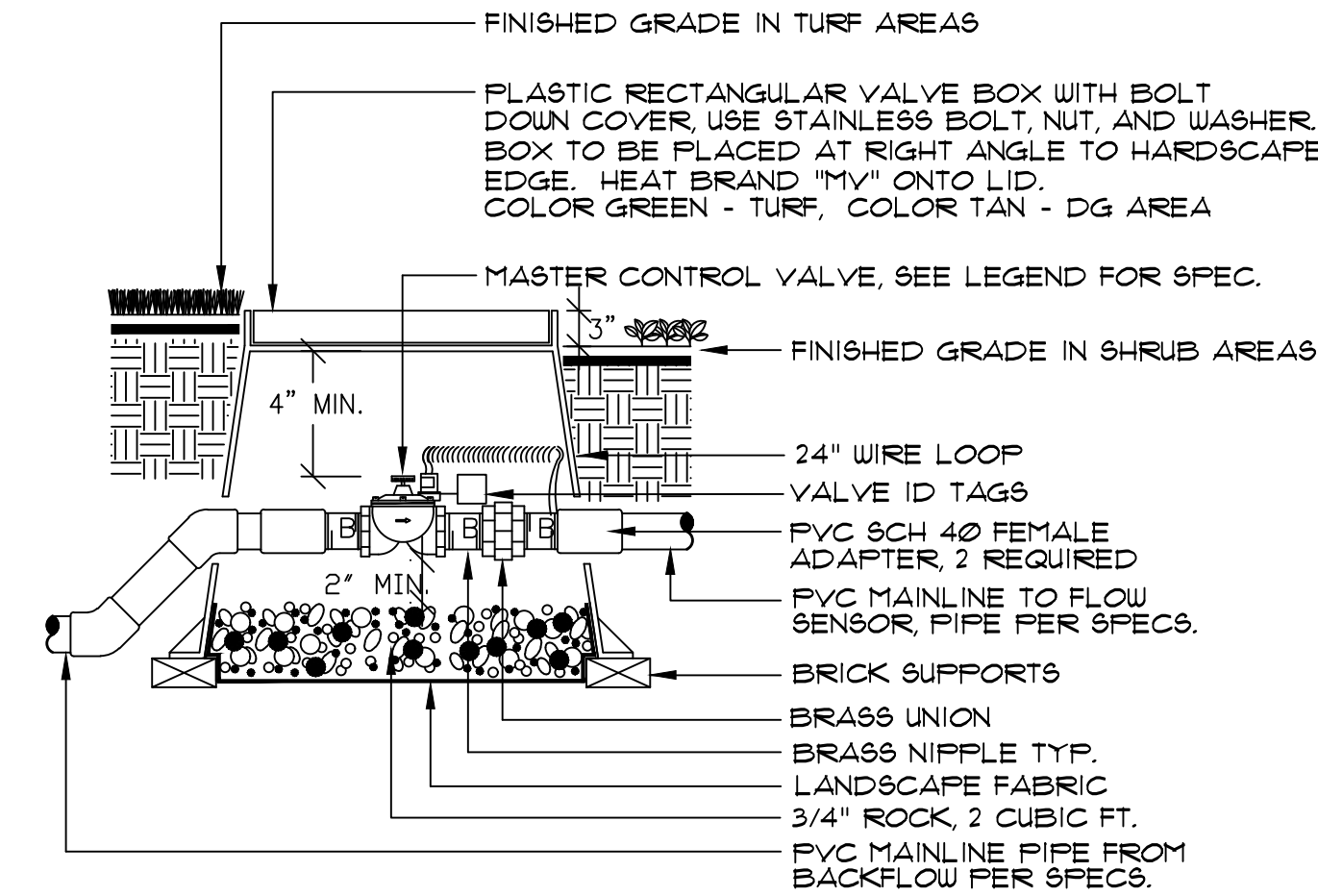
## IRRIGATION NOTES

- GENERAL - ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE CITY CODES, AND THESE PLANS.
  - THE CONTRACTOR SHALL CAREFULLY REVIEW THE SITE AND VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO PROCEEDING WITH ANY WORK UNDER THIS CONTRACT.
  - THE CONTRACTOR SHALL CARRY ALL WORKERS PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE AS REQUIRED BY OWNER.
  - THE CONTRACTOR SHALL APPLY FOR ALL PERMITS AND PAY FOR SAME.
- SCOPE OF WORK - UNLESS OTHERWISE SPECIFIED, THE CONSTRUCTION OF IRRIGATION SYSTEMS SHALL INCLUDE THE FURNISHING, INSTALLING AND TESTING OF ALL MAIN LINE, POINT OF CONNECTION, LATERAL LINE, RISERS AND FITTINGS, AND THE FURNISHING AND INSTALLING OF SPRINKLER HEADS, AUTOMATIC CONTROLLERS, CONTROL WIRES (TO VALVES), ELECTRICAL CONTROL VALVES, BACKFLOW PROTECTION, EXCAVATION AND BACKFILL AND ALL OTHER WORK IN ACCORDANCE WITH THESE PLANS, DETAILS AND NOTES.

THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, PROPERTY, TRANSPORTATION AND PERFORM ALL OPERATIONS REQUIRED FOR A COMPLETE AND OPERABLE IRRIGATION SYSTEM AS INDICATED ON, OR REASONABLY IMPLIED BY THE DRAWINGS AND/OR NOTES INCLUDED AS A PART OF THE IRRIGATION WORK, BUT NOT LIMITED BY IT, ARE THE FOLLOWING ITEMS:

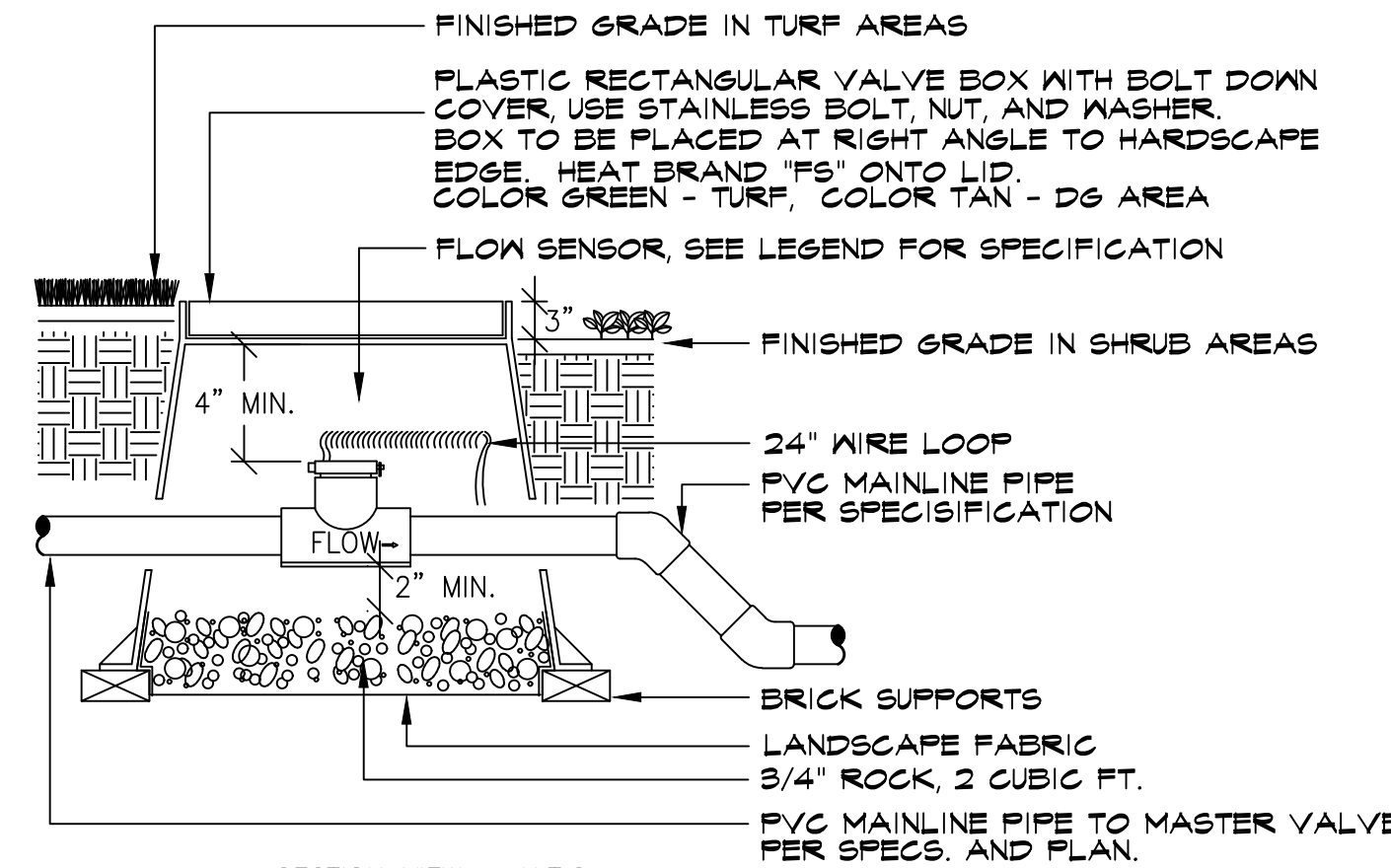
- INSTALL COMPLETE OPERABLE INDEPENDENT, AUTOMATIC, IRRIGATION SYSTEMS PER THE PLANS, DETAILS, LEGEND AND NOTES.
- ALL IRRIGATION WORK SHALL BE GUARANTEED BY THE CONTRACTOR AS TO MATERIALS AND WORKMANSHIP, INCLUDING SETTTLING OF BACKFILLED TRENCHES BELOW GRADE FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF FINAL ACCEPTANCE OF THE WORK.

- THE LANDSCAPE ARCHITECT SHALL DECIDE ALL QUESTIONS RELATING TO INTERPRETATION OF THE DRAWINGS AND THE ACCEPTABLE FULFILLMENT OF THE CONTRACT.
- PIPING SHOWN ON THE PLANS IS ESSENTIALLY DIAGRAMMATIC. CONTRACTOR SHALL ROUTE PIPING TO AVOID CONFLICT WITH STATIONARY ELEMENTS AND IN SUCH A MANNER AS TO CONFORM WITH THE VARIOUS DETAILS.
- THE CONTRACTOR SHALL AT ALL TIMES PROTECT HIS WORK FROM DAMAGE AND THEFT AND REPLACE ALL DAMAGED OR STOLEN PARTS AT HIS EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE OWNER.
- EXTREME CARE SHALL BE EXERCISED IN EXCAVATING AND WORKING NEAR EXISTING UTILITIES. CONTRACTOR SHALL VERIFY THE LOCATION AND CONDITION OF ALL UTILITIES AND BE RESPONSIBLE FOR ANY DAMAGE. UTILITIES PLANS MAY BE OBTAINED FROM OWNER.
- THE CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH INCIDENTAL TO HIS WORK.
- IRRIGATION DESIGN IS BASED ON 75 PSI OPERATING WATER PRESSURE AT 44 GPM. CONTRACTOR SHALL VERIFY PRESSURE PRIOR TO CONSTRUCTION. SHOULD A DISCREPANCY EXIST, NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL CONNECTIONS INTO RESIDENTIAL WATER METER AND SERVICE LINE AS CALLED FOR ON THESE PLANS.
- THE CONTRACTOR SHALL INSTALL VALVES TO MEET ALL APPLICABLE CODES.
- IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING 120 VOLT SERVICE TO THE CONTROLLER. ELECTRICAL POWER SOURCE WILL BE PROVIDED BY THE OWNER WITH A JUNCTION BOX AT THE CONTROLLER LOCATION AS SHOWN ON THE PLAN.
- ALL CONTROL WIRE SHALL BE SOLID COPPER, PLASTIC INSULATED, IF DIRECT BURIAL WIRE. ALL COMMON WIRE SHALL BE AWG #12 WHITE; ALL PILOT WIRE SHALL BE AWG #14, RED OR BLACK.
- ALL CONTROL WIRE AND IRRIGATION LINE RUNS UNDER PAVING SHALL BE ENCASED IN SCH.40 PVC PIPE SLEEVES.
- FINAL LOCATION OF CONTROL VALVES SHALL BE REVIEWED IN THE FIELD BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE. ALL PVC THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.
- ALL PVC SOLVENT-WELD CONNECTIONS SHALL BE MADE WITH SOLVENT-WELD MATERIALS AS SPECIFIED ON PLANS. SOLVENT-WELD PRIMER SHALL BE APPLIED AT ALL CONNECTIONS.
- UPON COMPLETION OF THE PROJECT, CONTRACTOR TO TURN OVER TO OWNER:
  - A CONTROLLER CHART FOR EACH CONTROLLER
  - 2 KEYS FOR CONTROLLER.



NOTE:  
USE 45 DEGREE ELLS TO ACHIEVE MAINLINE DEPTH FROM UP-STREAM SIDE OF THE MASTER VALVE ASSEMBLY.

## MASTER VALVE



NOTE:  
INSTALL FLOW SENSOR AS PER THE MANUFACTURER'S RECOMMENDATIONS, WIRE TO SENSOR DECODER.  
USE 45 DEGREE ELLS TO ACHIEVE MAINLINE DEPTH ON THE DOWN-STREAM SIDE OF THE FLOW SENSOR.

## FLOW SENSOR

NO PERMANENT STRUCTURES OR TREES WITHIN CIVID AND/OR EASEMENTS. CIVID WILL NOT BE RESPONSIBLE FOR DAMAGE OR REPLACEMENT OF ANY SURFACE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DECORATIVE CONCRETE, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, PLANTERS, GATES AND RELATED IMPROVEMENTS INSTALLED WITHIN THE CIVID AND/OR USER.

THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65931 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

APPROVAL OF THIS DRAWING BY CIVID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCR OACH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CIVID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CIVID.

DATE WATER MANAGEMENT DEPARTMENT

CIVID PLAN NO. DEVELOPMENT SERVICES DEPARTMENT



HERMANN DESIGN GROUP

77-899 WOLF RD.

SUITE 102

PALM DESERT, CA

92211

LIC# 2754 EXP. 04/30/24

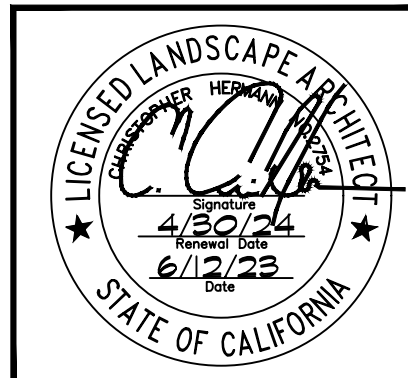
PH. (760) 777-9131

FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK  
001-155-001  
THERMAL CA, 92274

| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



SHEET TITLE

IRRIGATION  
DETAILS

DESIGNED JE

DRAWN JE

CHECKED CH

DATE 6/20/23

SCALE N.T.S.

JOB NO. 23013

SHEET

L1.3

OF 9 SHEETS



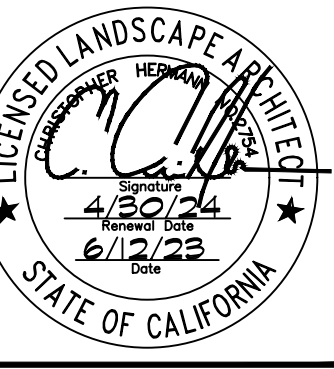
HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA  
92211

LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

OWNER: SALTON COMMUNITY  
SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES  
SOCCER PARK  
001-155-001  
THERMAL CA, 92274

| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



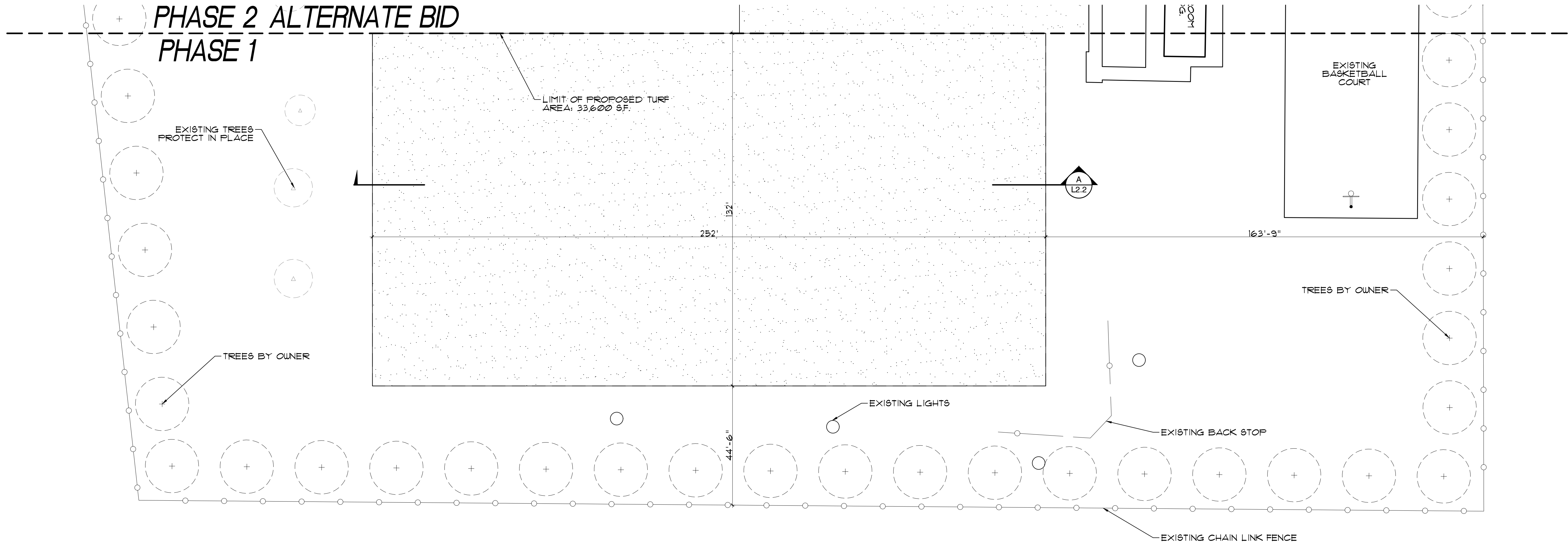
SHEET TITLE  
**PLANTING  
PLAN**

|          |         |
|----------|---------|
| DESIGNED | JE      |
| DRAWN    | JE      |
| CHECKED  | CH      |
| DATE     | 6/20/23 |
| SCALE    | 1"=20'  |
| JOB NO.  | 23013   |

SHEET  
**L2.0**  
OF 9 SHEETS

THIS DRAWING IS INTENDED TO BE PLOTTED ON A 24"x36" SHEET. IF PLOTTED ON A 36"x48" SHEET, THE SCALE WILL BE 1"=40'. THE SCALE WILL BE 1"=20' IF PLOTTED ON A 24"x36" SHEET.

MATCH LINE SEE SHEET L2.1



### PLANT LIST

| SYMBOL | QTY. | BOTANICAL NAME<br>COMMON NAME | SIZE<br>NOTES | WATER<br>USE |
|--------|------|-------------------------------|---------------|--------------|
|--------|------|-------------------------------|---------------|--------------|

#### GROUND COVER



33,600 S.F. INSTALL 'TIFWAY HYBRID BERMUDA 419' BERMUDA HYBRID SOD  
OVERSEED W/ PERENNIAL RYE (OCTOBER-MAY INSTALLATION)  
BY A.G. SOD  
REFER TO DETAIL: A / L2.2 FOR SOD EDGE  
REFER TO SHEET L2.3 FOR SOIL AMENDMENT SPECIFICATIONS

### BID ALTERNATE SCHEDULE

| BID ITEM | SYMBOL | DESCRIPTION                                   | COMMENTS  |
|----------|--------|---|---|
| 1        | 1      | PHASE 2 PLANTING AND IRRIGATION<br>23551 S.F. | INSTALLATION OF 'TIFWAY HYBRID BERMUDA 419' BERMUDA HYBRID SOD PER LEGEND<br>OVERSEED W/ PERENNIAL RYE (OCTOBER-MAY INSTALLATION) |

NO PERMANENT STRUCTURES OR TREES WITHIN CVID AND/OR EASEMENTS.  
CVID WILL NOT BE RESPONSIBLE FOR DAMAGE OR REPLACEMENT OF ANY  
SURFACE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DECORATIVE  
CONCRETE, LANDSCAPING, CURBS, GUTTER, SIDEWALKS, PLANTERS, GATES  
AND RELATED IMPROVEMENTS INSTALLED WITHIN THE CVID AND/OR USER.

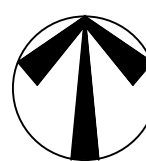
THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY  
WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT  
CODE, SECTION 65931 ET SEQ. REQUIRING EFFICIENT LANDSCAPE  
AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL  
GOVERNING AGENCY (CITY AND COUNTY).



APPROVAL OF THIS DRAWING BY CVID STAFF DOES NOT CONSTITUTE  
APPROVAL TO ENCROACH INTO DISTRICT AND USER RIGHT OF WAY.  
TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY  
NOT BE PLANTED OR INSTALLED IN CVID AND USER EASEMENTS OR  
RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT  
FROM CVID.

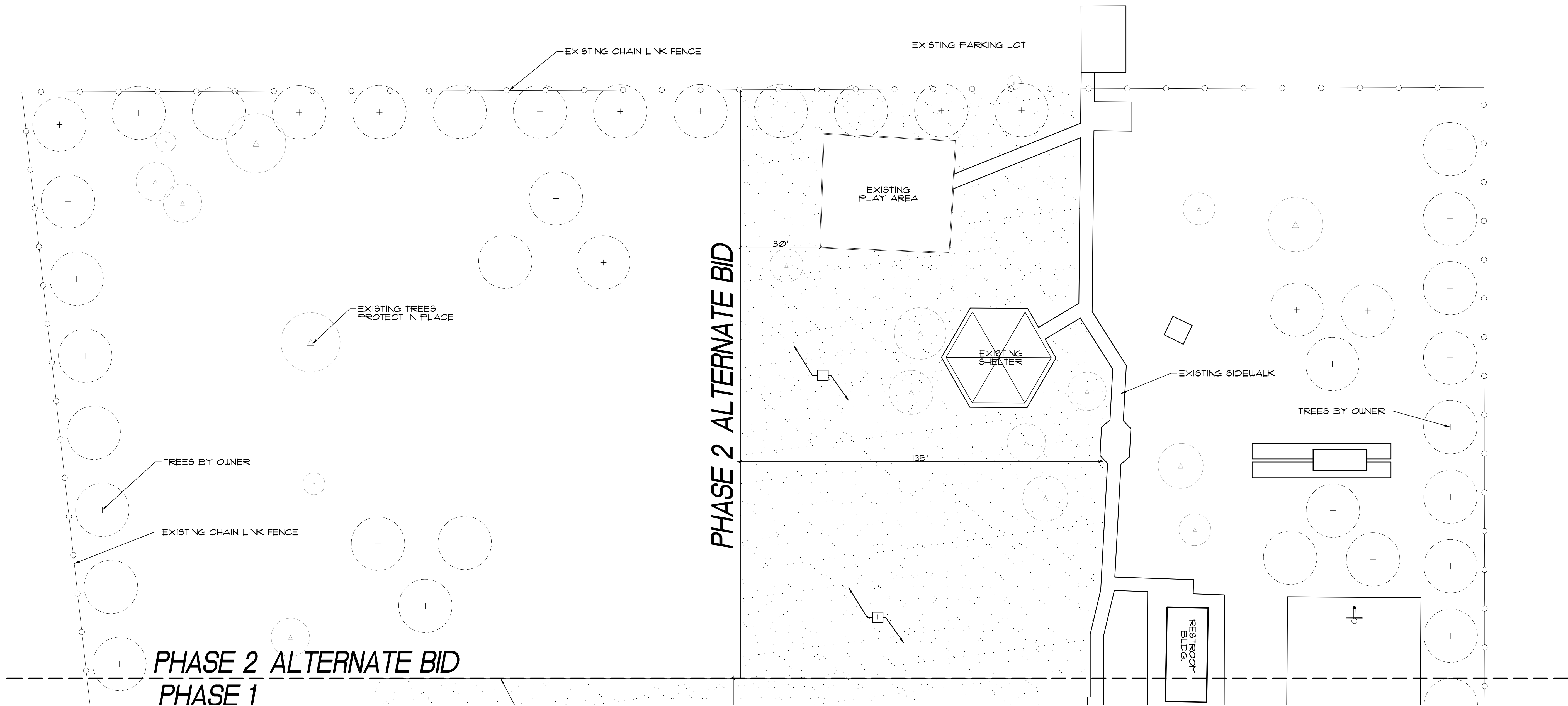
DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_

CVID PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT \_\_\_\_\_



0' 20' 40' 60'  
SCALE: 1"=20'

PALM DR.



PHASE 2 ALTERNATE BID  
PHASE 1

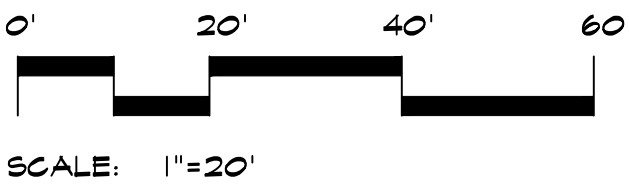
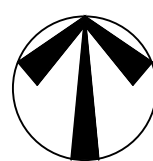
MATCH LINE SEE SHEET L2.0

PLANT LIST

| SYMBOL              | QTY.        | BOTANICAL NAME<br>COMMON NAME  | SIZE<br>NOTES | WATER<br>USE |
|---------------------|-------------|--|---------------|--------------|
| <b>GROUND COVER</b> |             |  |               |              |
|                     | 33,600 S.F. | INSTALL 'TIFWAY HYBRID BERMUDA 419' BERMUDA HYBRID SOD, OVERSEED W/ PERENNIAL RYE (OCTOBER-MAY INSTALLATION) BY A.G. SOD. REFER TO DETAIL: A / L2.2 FOR SOD EDGE REFER TO SHEET L2.3 FOR SOIL AMENDMENT SPECIFICATIONS |               |              |

BID ALTERNATE SCHEDULE

| BID ITEM | SYMBOL | DESCRIPTION                                 | COMMENTS   |
|----------|--------|---|--|
| 1        |        | PHASE 2 PLANTING AND IRRIGATION 25,557 S.F. | INSTALLATION OF 'TIFWAY HYBRID BERMUDA 419' BERMUDA HYBRID SOD PER LEGEND OVERSEED W/ PERENNIAL RYE (OCTOBER-MAY INSTALLATION) |



THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65951 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

APPROVAL OF THIS DRAWING BY CVID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCROACH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CVID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CVID.

DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_

CVID PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT \_\_\_\_\_



HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA 92211  
LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK  
001-155-001  
THERMAL CA, 92274

| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



SHEET TITLE  
**PLANTING PLAN**

|          |         |
|----------|---------|
| DESIGNED | JE      |
| DRAWN    | JE      |
| CHECKED  | CH      |
| DATE     | 6/20/23 |
| SCALE    | 1"=20'  |
| JOB NO.  | 23013   |

SHEET  
**L2.1**  
OF 9 SHEETS



PLANTING NOTES

1. SCOPE OF WORK - FURNISH ALL MATERIAL, LABOR, TRANSPORTATION, EQUIPMENT AND PROPERTY TO COMPLETE THE LANDSCAPING OF THE PLANTING AREAS SHOWN ON THE DRAWINGS, OR REASONABLE IMPLIED TO COMPLETE THE CONSTRUCTION, INCLUDING AS A PART OF THE WORK, BUT NOT NECESSARILY LIMITED BY IT, ARE THE FOLLOWING ITEMS: FINE GRADING OF ALL PLANTING AREAS, PREPARATION OF ALL PLANTING AND TREE HOLES, FURNISHING AND INSTALLATION OF ALL REQUIRED PLANTING BACKFILL MATERIALS, TREE STAKES AND MISCELLANEOUS MATERIALS, FURNISHING AND INSTALLATION OF ALL PLANT MATERIALS, PROVIDING MAINTENANCE THROUGHOUT THE SPECIFIED PERIOD, CLEAN-UP AND WEEDING OF ALL LANDSCAPE AREAS.

2. THE CONTRACTOR SHALL REMOVE ALL WEEDS, ROCKS OVER 2" IN DIAMETER, DEBRIS AND OTHER EXTRANEOUS MATERIALS FROM THE JOB SITE IN A LEGAL MANNER PRIOR TO PROCEEDING WITH ANY WORK UNDER THIS CONTRACT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADE, INCLUDING ANY IMPORT SOIL ADJUSTMENTS TO EARTH BERMS, PROVIDE FINISH GRADE IN PLANTING AREAS 1% MINIMUM FLOW, FINISH GRADES SHALL BE 2" BELOW ADJACENT WALKS, CURBS, DRIVEWAYS ETC. IN GROUND COVER AREAS, CONTRACTOR IS RESPONSIBLE FOR ANY EXISTING UNDERGROUND DRAIN LINES TO BE FULLY OPERABLE AT COMPLETION OF JOB. ALL EXISTING ABOVE GROUND DRAIN INLETS SHALL BE RESTORED TO A FULLY OPERABLE CONDITION AT THE CORRECT GRADE TO ENSURE FLOW AS ORIGINALLY INTENDED.

4. ALL TREES AND SHRUBS SHALL BE PLANTED PER THESE NOTES AND AS DETAILED. ALL PLANT MATERIAL SHALL BE OF THE HIGHEST QUALITY AND LARGEST REASONABLE SIZE AVAILABLE FOR THE SPECIFIED CONTAINER SIZE (WITHOUT BEING ROOT BOUND); SHRUB MATERIALS SHALL BE VIGOROUSLY GROWING, HEALTHY PLANT MATERIALS, FULL AND BUSHY, OR HINES WHOLESALE NURSERY / MONROVIA NURSERY COMPANY QUALITY OR EQUAL, THE OWNER'S SUPERINTENDENT WILL REVIEW ALL PLANT MATERIAL WHEN SPOTTED FOR PLANTING AND WILL NOT HESITATE TO REJECT ANY MATERIAL OF QUESTIONABLE QUALITY, OR OF LESS THAN THE LARGEST REASONABLE SIZE MATERIAL AVAILABLE.
5. NO PLANT SUBSTITUTIONS ARE TO BE MADE WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.

6. ALL GROUND COVER AS NOTED IN THE LEGEND SHALL BE PLANTED IN STAGGERED ROWS CONTINUOUSLY UNDER ALL TREES AND SHRUBS IN THE AREAS AS DESIGNATED ON THE PLANS AND AT THE SPACING INDICATED IN THE LEGEND. GROUND COVER SHALL BE INSTALLED NO CLOSER THAN 1/2 THE ON CENTER SPACING AS INDICATED ON THE PLANS.

7. CONTRACTOR SHALL PROVIDE AN AUTOMATIC IRRIGATION SYSTEM TO ALL LANDSCAPE AREAS. DRIP IRRIGATION SHALL BE USED IN GRAVEL AND COBBLE AREAS. SPRAY IRRIGATION SHALL BE USED FOR LAWN AREAS.

8. WARNING: PLANT MATERIAL LISTED MAY OR MAY NOT HAVE BEEN APPROVED BY THE AGRICULTURAL COMMISSIONER'S OFFICE. LANDSCAPE CONTRACTOR, PLEASE CONTACT THE OWNER'S REPRESENTATIVE FOR STATUS OF AGRICULTURAL COMMISSIONER'S APPROVAL OR DENIAL. PLANT MATERIAL NOT CONFORMING WITH QUARANTINE LAW MAY BE DESTROYED AND CIVIL ACTION TAKEN. ALL PLANT MATERIAL IS SUBJECT TO INSPECTION AT THE DISCRETION OF THE AGRICULTURAL COMMISSIONER'S OFFICE. ALL PLANT MATERIAL MUST BE FREE FROM RED SCALE (AONIDIELLA AURANTII).

9. LANDSCAPE ARCHITECT CANNOT ASSUME RESPONSIBILITY FOR ANY PLANT MATERIAL UTILIZED ON SITE WHICH ARE NOT SHOWN ON THE PLANS AND/OR HAVE NOT BEEN APPROVED BY THE AGRICULTURAL COMMISSIONER'S OFFICE.

10. CONTRACTOR IS RESPONSIBLE FOR FINAL QUANTITIES AS ILLUSTRATED ON THE PLANTING PLANS. QUANTITIES IN THE LEGEND MAY NOT BE ACCURATE.

11. CONTRACTOR TO PROVIDE BID FOR THE MAINTENANCE. MAINTENANCE PERIOD SHALL LAST NINETY (90) DAYS AFTER NOTIFICATION FROM THE LANDSCAPE ARCHITECT OF A SUCCESSFUL FINAL WALK THROUGH AND WILL BEGIN ONCE ALL ITEMS ON THE FINAL WALK THROUGH PUNCH LIST HAVE BEEN SATISFACTORILY ADDRESSED BY A WRITTEN STATEMENT INDICATING SUCH FROM THE LANDSCAPE ARCHITECT TO THE OWNER.

12. CONTRACTOR SHALL REPLACE PLANTS WHICH ARE FOUND IN AN UNHEALTHY OR IMPAIRED CONDITION, MISSING OR DEAD DURING THE MAINTENANCE PERIOD. TREES SHALL BE GUARANTEED FOR ONE YEAR AND SHRUBS SHALL BE GUARANTEED FOR 90 DAYS FROM DATE OF FINAL ACCEPTANCE.

13. THE CONTRACTOR SHALL REFER TO SOIL RESULTS BY WAYPOINT ANALYTICAL 714-282-8111. CONTRACTOR SHALL AMEND SOIL, PREPARE BACKFILL AND FERTILIZE PER RESULTS. WHOLESALE COST OF MATERIALS ONLY SHOULD TEST RESULTS REQUIRE ADDITIONAL MATERIALS.

14. TURF TO BE TIFWAY HYBRID BERMUDA 419' BERMUDA HYBRID SOD. TO BE OVERSEEDDED WITH RYE IF PLANTED IN THE WINTER SEASON COMMENCING IN OCTOBER-MAY.

15. ALL TURF AREAS SHALL BE GRADED TO FINISH GRADE ALLOWING FOR AMENDMENTS, THEN INCORPORATE THE AMENDMENTS ACCORDING TO THE SOILS REPORT ON SHEET L2.3.

PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

1. EXCAVATION: EXCAVATE SOIL FROM DESIGNATED AREA(S) AND STOCKPILE UNTIL AMENDED.
2. UNACCEPTABLE MATERIALS: CLEAN SOIL OF CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, BUILDING DEBRIS, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, ACID, AND OTHER EXTRANEOUS MATERIALS THAT ARE HARMFUL TO PLANT GROWTH.
3. UNSUITABLE MATERIALS: CLEAN SOIL TO CONTAIN A MAXIMUM OF 10% BY DRY WEIGHT OF STONES, ROOTS, PLANTS, SOD, CLAY LUMPS, AND POCKETS OF COARSE SAND.
4. SCREENING: PASS UNAMENDED SOIL THROUGH A 2" SIEVE TO REMOVE LARGE MATERIALS.

BLENDING PLANTING SOIL IN PLACE

1. MIX AMENDMENTS WITH IN-PLACE, UNAMENDED SOIL TO PRODUCE REQUIRED PLANTING SOIL. DO NOT APPLY MATERIALS OR TILL IF EXISTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
2. PREPARATION: TILL UNAMENDED, EXISTING SOIL IN PLANTING AREAS TO A MINIMUM DEPTH OF 8 INCHES, REMOVE STONES LARGER THAN 2 INCHES IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
3. MIXING: APPLY SOIL AMENDMENTS AND FERTILIZER, IF REQUIRED, EVENLY ON SURFACE, AND THOROUGHLY BLEND THEM INTO FULL DEPTH OF UNAMENDED, IN-PLACE SOIL TO PRODUCE PLANTING SOIL.
4. COMPACTION: COMPACT BLENDED PLANTING SOIL TO 85% PERCENT OF MAXIMUM STANDARD PROCTOR DENSITY ACCORDING TO ASTM D 698 EXCEPT WHERE A DIFFERENT COMPACTION VALUE IS INDICATED ON DRAWINGS.
5. FINISH GRADING: GRADE PLANTING SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADE.

MAINTENANCE

1. ADHERENCE TO SPECIFICATIONS

1. CONTRACTOR SHALL ADHERE TO THE FOLLOWING MAINTENANCE SPECIFICATIONS DURING THE ESTABLISHED MAINTENANCE PERIOD.
2. SCOPE OF MAINTENANCE WORK

1. PLANT MAINTENANCE WORK SHALL CONSIST OF APPLICATION FOR WATER, WEEDING, CARING FOR, EDGING AND MOWING OF LAWNS AND PERFORMING THE FOLLOWING FINAL PLANT ESTABLISHMENT WORK. PLANTING AREAS SHALL TO BE RAKED OF ALL LEAVES/DEBRIS.

2. THE ENTIRE PROJECT IS TO BE MAINTAINED FOR A PERIOD OF APPROXIMATELY 90 CALENDAR DAYS, COMMENCING FROM THE TIME OWNER'S AUTHORIZED REPRESENTATIVE AND OWNER'S AUTHORIZED REPRESENTATIVE WALKS PRELIMINARY WALK.

3. DURING THE FINAL MAINTENANCE PERIOD, ALL PLANTS AND PLANTED AREAS SHALL BE KEPT WELL WATERED AND WEED FREE AT ALL TIMES. WEEDS, DALLAS & JOHNSON GRASS AND BERMUDA GRASS SHALL BE REMOVED.

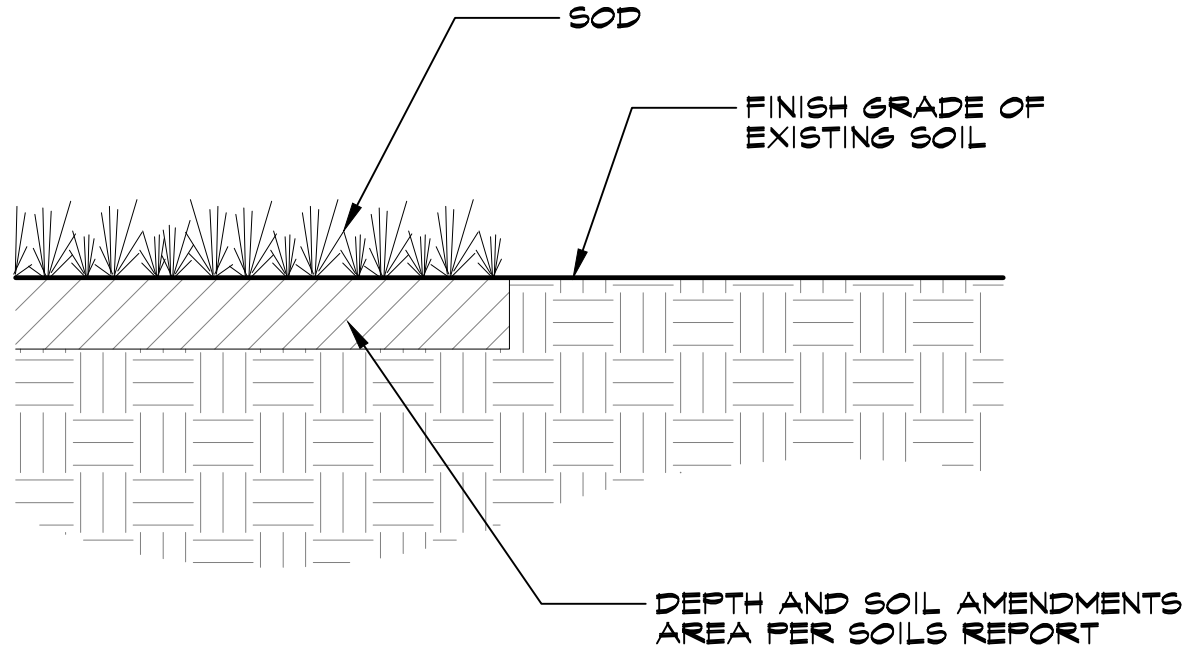
4. APPROXIMATELY 30 TO 45 DAYS AFTER INITIAL PLANTING, APPLY A SLOW RELEASE BALANCED FERTILIZER TO BOTH THE TURF AND SHRUB AREA AT A RATE OF ½ LBS. OF NITROGEN PER 1,000 SF.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR DISEASE AND PEST/VERMIN CONTROL DURING THE MAINTENANCE PERIOD AND A RECORD OF PESTICIDES USED SHALL BE FURNISHED TO OWNER'S AUTHORIZED REPRESENTATIVE.

6. CONTRACTOR SHALL RAISE OR LOWER SPRINKLER HEADS TO PROPER LEVEL AND SHALL ADJUST HEADS AS NEEDED FOR FULL COVERAGE.

7. IN CASE OF NEGLIGENT OR IMPROPER MAINTENANCE, THE LANDSCAPE ARCHITECT SHALL STATE IN WRITING TO THE CONTRACTOR HIS OBSERVATIONS AND RECOMMENDATIONS. ANY CLAIM NOT IN WRITING SHALL NOT BE CONSIDERED.

8. ALL PLANTS THAT SHOW SIGN OF FAILURE TO GROW AT ANY TIME DURING THE LIFE OF THE CONTRACT, INCLUDING THE MAINTENANCE PERIOD, OR THOSE PLANTS SO INJURED OR DAMAGED AS TO RENDER THEM UNSUITABLE FOR THE PURPOSE INTENDED, SHALL BE REPLACED IN KIND WITHIN TEN (10) DAYS OF WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.



A SOD EDGE

NO PERMANENT STRUCTURES OR TREES WITHIN CVID AND/OR EASEMENTS. CVID WILL NOT BE RESPONSIBLE FOR DAMAGE OR REPLACEMENT OF ANY SURFACE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DECORATIVE CONCRETE, LANDSCAPING, CURBS, GUTTER, SIDEWALKS, PLANTERS, GATES AND RELATED IMPROVEMENTS INSTALLED WITHIN THE CVID AND/OR USER.

THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65951 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

APPROVAL OF THIS DRAWING BY CVID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCROACH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CVID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CVID.

DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_

CVID PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT \_\_\_\_\_



HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA  
92211

LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK  
001-155-001  
THERMAL CA, 92274

| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



SHEET TITLE  
PLANTING  
DETAILS

|          |         |
|----------|---------|
| DESIGNED | JE      |
| DRAWN    | CD      |
| CHECKED  | CH      |
| DATE     | 6/20/23 |
| SCALE    | N.T.S.  |
| JOB NO.  | 23013   |

SHEET  
L2.2  
OF 9 SHEETS

© Hermann Design Group. All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission from Hermann Design Group.





Anaheim Office  
Lab No: 23-109-0019  
April 26, 2023

Hermann Design Group, Inc.  
77-899 Wolf Rd. STE.# 102  
Palm Desert, CA 92211

Attn: Jose Estrada

#### Project: Desert Shores Park

Attached are the results of the analysis performed on a soil sample that was collected from the above mentioned project site from a depth of 12 inches by the client and received by our laboratory on April 19, 2023. Organic fertilizer and amendment recommendations were requested. This sample was analyzed for nutrient levels, agricultural suitability, and physical characteristics in preparation for new landscape installation.

#### Analytical Results and Comments

The reaction of the soil is slightly alkaline at 7.5 on the pH scale with a high level of free lime present. These levels could cause plants that are sensitive to alkalinity to show yellowing of foliage beginning with the younger growth. A high level of free lime is present indicating that the pH is strongly buffered in the alkaline range. Incorporation of soil sulfur to a depth of 6 inches may adjust the pH downward toward the preferred near neutral range to the depth of incorporation. That change would happen slowly and plants that are sensitive to alkalinity should be avoided.

Salinity (ECe) is high at 16.2 dS/m and is largely due to an abundance of soluble sodium (188 meq/L). These salt levels far exceed the tolerance threshold of most ornamental plant material. Very salt tolerant turf species such as seashore paspalum could potentially tolerate these salt levels if well established and the grass is not stressed by other factors such as heavy traffic, compaction, over watering, under watering, soil compaction, pest infestation, disease, or low light conditions. If the grass is stressed by other factors, then even salt tolerant species could become less tolerant of elevated salts. The salt levels will restrict the use of all but salt tolerant ornamental trees and shrubs as well. The sodium present is very poorly balanced by other cations as indicated by the high sodium adsorption ratio (SAR) of 39. This sodium imbalance is expected to adversely affect soil structure and water infiltration.

Boron is elevated at 3.23 parts per million (ppm), which could cause a broad range of trees and shrubs to show tip and edge burning of older leaves and plants that are not tolerant of elevated levels of boron in the soil are expected to perform poorly. Common turfgrass species should tolerate this amount of boron in the soil.

In terms of fertility, phosphorus is very low and magnesium is moderately low. In the minor element category, copper, manganese, and iron are low while zinc is moderately low.

The texture of the sample is 'sandy loam' based on the USDA soil classification standards. The estimated water infiltration rate is a moderate 0.28 inch per hour. The infiltration rates may vary with the degree of soil compaction throughout the site. Organic content is low at 0.81% on a dry weight basis.

4741 East Hunter Ave., Ste. A Anaheim CA 92807  
(714) 282-8777 (714) 282-8575 fax  
www.waypointanalytical.com

Page 1 of 5



Page 4  
Hermann Design Group, Inc.  
April 26, 2023

Maintenance fertilization may rely primarily on a nitrogen only program supplemented with a complete fertilizer in the fall and spring. Blood Meal (12-0-0) provides available nitrogen fairly rapidly while materials such as Feather Meal (12-0-0), Soybean or Cotton Seed Meal (7-1-1) are slower to provide available nitrogen, but they extend the length of time they make this contribution. In order to provide a good supply of nitrogen for a 3-4 month time frame a good combination would be 6 pounds Blood Meal and 14 pounds Feather Meal per 1000 sq. ft. The first application should be approximately 60-90 days after planting or at the first mowing in turf areas. The long term maintenance program should consider spring and fall applications of an organic fertilizer blend such as Nature Safe 8-5-5 that would also supplement phosphorus and potassium nutrition to a greater extent.

As noted above, some of the micronutrients are below optimum. When these nutrients are low, especially in an alkaline soil, deficiencies can sometimes show in the plants. If deficiencies show once plants have become established, they may be addressed upon the first sign of deficiency. Symptoms of manganese deficiency may be seen as a general loss of color in the young leaves, followed by yellowing between veins and brownish-black spots appearing. Iron and zinc deficiency symptoms are often characterized by yellow, almost white, interveinal chlorosis on the youngest growth. If these symptoms are apparent once plants are established, then application of iron, zinc, and/or manganese chelate at the manufacturer's label rate may improve appearance. Many of the chelated micronutrient products on the market are not organic materials but are often more effective on alkaline soils than some of the other forms of trace elements. Chelated micronutrients are generally accepted fertilizers in organic production as long as there is a need for zinc, manganese, and iron demonstrated by testing. Decreasing the soil pH to a more favorable range would also help improve micronutrient availability.

If we can be of any further assistance, please feel free to contact us.

Joe Kiefer, CCA

4741 East Hunter Ave., Ste. A Anaheim CA 92807  
(714) 282-8777 (714) 282-8575 fax  
www.waypointanalytical.com

Page 4 of 5



Page 2  
Hermann Design Group, Inc.  
April 26, 2023

#### Comments and Recommendations

Reclamation is required prior to planting in order to reduce the soluble salts in the root zone to a safer range. Leaching should also reduce the boron to a degree but removal of boron by leaching is about three times as difficult as for other salts. We recommend the first several irrigations should be especially thorough to try to accomplish some leaching prior to planting. Proper plant selection will be an important factor in establishing a successful landscape. Use plants tolerant of these conditions. If drainage is impeded by compaction or other underlying factor, the areas may require deep ripping in order to improve drainage and allow for the leaching of salts past the root zone. The organic amendment, sulfur, and bone meal should be incorporated prior to leaching.

We estimate that approximately 7 inches of good quality water low in soluble salts and boron needs to move through the soil in order to reduce the salinity to a safe level of 3.5 dS/m in the surface 12 inches of soil. Keep in mind that as salts and boron are flushed out of the root zone, salinity and boron in the subsoil will likely remain elevated.

Be sure to apply leaching irrigations in a manner that avoids run-off and pooling. The soil should be allowed to dry slightly between irrigations to avoid creating anaerobic soil conditions and/or an environment that favors root diseases. As mentioned above, drainage must be sufficient for leaching to be effective.

Gypsum (calcium sulfate) application is often recommended for downward SAR adjustment. However, in this case the soluble calcium and sulfate numbers are high, indicating an abundance of gypsum already in the soil. Due to the limited solubility of gypsum, it is not likely that an addition of that material would provide much benefit at this point. It is also worth noting that when a sodium imbalance issue is accompanied by a very high salinity value, as in this case, water infiltration is often good in spite of the elevated SAR. As leaching irrigations flush calcium and magnesium out of the root zone, along with sodium, water infiltration may become impeded. If this happens, gypsum application may be warranted at that time and the material should be uniformly broadcast at a rate of 25 lbs. per 1000 sq. ft. followed by additional leaching.

Once leaching is complete, it is recommended to submit additional samples to check post-leaching salinity and SAR values (Waypoint Analytical Testing Procedure A02). Additional leaching and/or gypsum application may be necessary at that time.

4741 East Hunter Ave., Ste. A Anaheim CA 92807  
(714) 282-8777 (714) 282-8575 fax  
www.waypointanalytical.com

Page 2 of 5



Page 3  
Hermann Design Group, Inc.  
April 26, 2023

#### Recommendations

#### Surface Soil Preparation for Turf and Mass Planting Areas

If feasible, prior to amending the areas where severe compaction exists, the surface soil should be ripped or tilled to a 9-inch depth. Uniformly broadcast and blend the following with existing soil to a 6-inch depth. 12-0-0 fertilizer should be raked or scratched into the surface 3-4 inches after leaching. Since soil salinity is high, a non-saline organic amendment should be selected.

| Materials   | Amount per 1000 sq. ft. |
|---|-------------------------|
| Nitrogen fortified organic amendment (compost* or redwood or fir sawdust) | 3 cu. yards             |
| Soil Sulfur   | 12 lbs.                 |
| Feather Meal (12-0-0)   | 10 lbs.                 |
| Bone Meal (3-15-0)  | 25 lbs.                 |

\*Rates and fertilizers may have to be adjusted depending on analysis of selected compost.

#### Tree and Shrub Planting Guidelines for General Ornamentals

- Excavate planting pits at least twice the diameter of the rootball.
- The top of the rootball should be at or slightly above final grade.
- To improve soil chemistry, uniformly blend 1 lb. of iron sulfate per cubic yard of backfill soil. Handle iron sulfate with caution since it will severely stain moist concrete. Iron sulfate is not organic but it is often acceptable for use if warranted.
- To improve soil fertility, uniformly blend 1.3 lbs. of bone meal (3-15-0) and 0.5 lb. of feather meal (12-0-0) per cubic yard of backfill. Limit the fertilizers to the upper 12 inches of backfill only.
- Organic material is not required in the backfill; however, if you wish, the amended surface soil or a soil blend consisting of no more than 20% by volume organic matter can be placed in the upper 12 inches of backfill only. Soil below this depth should not contain any added organic matter because of the threat of plant disease and/or anaerobic soil conditions developing.
- Do not cover the original rootball with other soil. Ideally, a temporary soil berm is often constructed around the outer edge of the rootball to help channel water into the rootball and then into surrounding soil until roots are established in the backfill and the rootball is no longer the sole source of water for the plant.
- Ideally, a weed and turf free zone, preferably 2-3 ft. in diameter, should be maintained just beyond the diameter of the planting hole. A 2-4 inch deep layer of coarse mulch can be placed around the tree or shrub; mulch should be kept a minimum 4-6 inches from the trunk.

4741 East Hunter Ave., Ste. A Anaheim CA 92807  
(714) 282-8777 (714) 282-8575 fax  
www.waypointanalytical.com

Page 3 of 5

Hermann Design Group, Inc.  
77-899 Wolf Rd. Suite 102  
Palm Desert CA 92211



4741 East Hunter Ave./Suite A  
Anaheim, CA 92807  
Main 714-282-8777 \* Fax 714-282-8575  
www.waypointanalytical.com

Project : Desert Shores Park

Report No : 23-109-0019  
Purchase Order :  
Date Recd : 04/19/2023  
Date Printed : 04/25/2023  
Page : 1 of 1

#### COMPREHENSIVE SOIL ANALYSIS

| Sample Description - Sample ID |          | Half Sat % | pH        | ECe dS/m | NO <sub>3</sub> -N ppm | NH <sub>4</sub> -N ppm | PO <sub>4</sub> -P ppm | K ppm      | Ca ppm                                | Mg ppm         | Cu ppm                       | Zn ppm        | Mn ppm      | Fe ppm | Organic % dry wt.        | Lab No. |
|--------------------------------|----------|------------|-----------|----------|------------------------|------------------------|------------------------|------------|---------------------------------------|----------------|------------------------------|---------------|-------------|--------|--------------------------|---------|
|                                |          | TEC        | Qual Lime |          | Sufficiency Factors    |                        |                        |            |                                       |                |                              |               |             |        |                          |         |
| Site Soil                      |          | 17         | 7.5       | 16.2     | 33                     | 6                      | 2                      | 213        | 1230                                  | 122            | 0.4                          | 2.6           | 1           | 2      | 0.81                     | 42892   |
|                                |          | 99         | High      |          | 1.1                    | 0.1                    | 1.6                    | 0.8        | 0.6                                   | 0.3            | 0.5                          | 0.1           | 0           |        |                          |         |
| Saturation Extract Values      |          |            |           |          |                        |                        | Gravel %               |            | Percent of Sample Passing 2 mm Screen |                |                              |               |             |        | USDA Soil Classification |         |
| Ca meq/L                       | Mg meq/L | Na meq/L   | K meq/L   | B ppm    | SO <sub>4</sub> meq/L  | SAR                    | Coarse 5 - 12          | Fine 2 - 5 | Sand 1 - 2                            | Coarse 0.5 - 1 | Med. to Very Fine 0.05 - 0.5 | Silt .002-.05 | Clay 0-.002 |        |                          | Lab No. |
| 32                             | 12.8     | 188        | 3.2       | 3.23     | 57                     | 39.7                   | 0.2                    | 2.7        | 24.8                                  | 21.8           | 31.5                         | 11.4          | 10.4        |        | Sandy Loam               | 42892   |

Sufficiency factor (1.0=sufficient for average crop) below each nutrient value. N factor based on 200 ppm constant feed. SAR = Sodium adsorption ratio. Half Saturation %≈approx field moisture capacity. Nitrogen(N), Potassium(K), Calcium(Ca) and Magnesium(Mg) by sodium chloride extraction. Phosphorus(P) by sodium bicarbonate extraction. Copper(Cu), Zinc(Zn), Manganese(Mn) & Iron(Fe) by DTPA extraction. Sat. ext. method for salinity (ECe as dS/m), Boron (B), Sulfate(SO<sub>4</sub>), Sodium(Na). Gravel fraction expressed as percent by weight of oven-dried sample passing a 12mm(1/2 inch) sieve. Particle sizes in millimeters. Organic percentage determined by Walkley-Black or Loss on Ignition.

\*\* LOW \*\* SUFFICIENT \*\* HIGH

Page 5 of 5

NO PERMANENT STRUCTURES OR TREES WITHIN CIVID AND/OR EASEMENTS. CIVID WILL NOT BE RESPONSIBLE FOR DAMAGE OR REPLACEMENT OF ANY SURFACE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DECORATIVE CONCRETE, LANDSCAPING, CURBS, GUTTER, SIDEWALKS, PLANTERS, GATES AND RELATED IMPROVEMENTS INSTALLED WITHIN THE CIVID AND/OR USER.



THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65998 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

APPROVAL OF THIS DRAWING BY CIVID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCR OACH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CIVID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CIVID.

DATE WATER MANAGEMENT DEPARTMENT

CIVID PLAN NO. DEVELOPMENT SERVICES DEPARTMENT



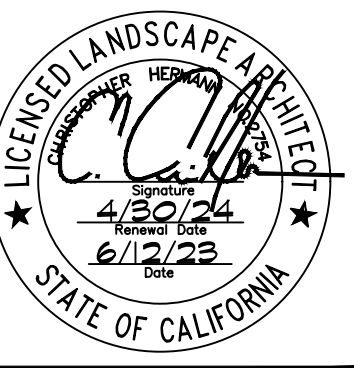
HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA  
92211

LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK  
001-155-001  
THERMAL CA, 92274

| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



SHEET TITLE

## SOILS REPORT

DESIGNED JE

DRAWN CD

CHECKED CH

DATE 6/20/23

SCALE N.T.S.

JOB NO. 23013

SHEET

L2.3  
OF 9 SHEETS

© Hermann Design Group. Hermann Design Group, Inc. reserves all common law, copyright and other property rights in these plans. No part of these plans may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without prior written permission from Hermann Design Group, Inc.



**RESOLUTION NO. 2023-07-19-01**

**THE SECOND RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SALTON COMMUNITY SERVICES DISTRICT CENSURING DIRECTOR  
LIDIA A. SIERRA FOR DEROGATORY COMMENTS TO DISTRICT  
EMPLOYEES**

**WHEREAS**, communications between the staff, the General Manager, and the Board of Directors of the District must be conducted in a civil, businesslike and respectful manner as reflected in the Districts Code Of Ethics And Conduct For Elected And Appointed Officials; and

**WHEREAS**, in the past Director Sierra has been identified as communicating in a disrespectful manner to staff and in a manner that questions their honesty, ethics and competency;

**WHEREAS**, Director Sierra has previously been warned not to engage in this behavior and she has been previously censured for such behavior;

**WHEREAS**, despite having received warnings and being censured employees and former employees continue to complain about their interactions with Ms. Sierra;

**WHEREAS**, one or more employees of the District have sought recourse from the State of California, Business, Consumer Services and Housing Agency, Civil Rights Division, in regards to complaints of discrimination by Ms. Sierra which has resulted in the filing of an administration action (“Action”) against the District alleging that as a result of her discriminatory conduct and derogatory comments he was forced to quit; and

**WHEREAS**, the Action has and will cause the District to incur attorney’s fees needlessly to defend the Action which may result in fines and penalties against the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
THE SALTON COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

Section 1. The Board of Directors hereby censures Director Sierra for comments and actions putting the District at financial and legal risk, and interfering with and disrespecting previous Interim General Manager and staff, and violating District Policies.

Section 2. The Board of Directors signed a letter demanding that Ms. Sierra cease and desist engaging in conduct in derogation of the rights of the employees, advising her that the District will no longer defend her in any lawsuit or

administrative complaint alleging misconduct by her, and advising her that she must retain her own legal counsel for any complaints that identify or name her as a defendant, and instructing her to refrain from any and all interactions with the District's employees other than the General Manager with regard to District-related business only.

Section 3. The Board of Directors thanks and supports the employees of the District for their services and fruitful efforts to stabilize and strengthen the District.

Section 5. This Resolution is effective upon passage.

**PASSED AND ADOPTED BY** the Board of Directors of the Salton Community Services District, Salton City, California, after a public hearing held at a regular meeting on the July 19, 2023, by the following vote:

|                                    | <b>YES</b> | <b>NO</b> |
|------------------------------------|------------|-----------|
| Michelle Gilmore, President        | _____      | _____     |
| Mr. Michael Friese, Vice President | _____      | _____     |
| Mr. Manuel H. Ramos, Director      | _____      | _____     |
| Mr. Dale Johnson, Director         | _____      | _____     |
| Ms. Lidia Sierra, Director         | _____      | _____     |

---

Michelle Gilmore, President of the Board of Directors

ATTEST:

---

Thania Garcia, Secretary of the Board of Directors

**RESOLUTION NO. 2023-07-19-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ESTABLISHING RATES FOR WASTEWATER SERVICE FEES**

- A. The Salton Community Services District (the "District") must generate revenues in an amount sufficient to cover the District's ongoing costs of providing sewer collection, treatment, and disposal services ("sewer services"); and
- B. The District has determined that current adjustment to the schedule of rates for the District's wastewater service fees ("Sewer Fees") and future rate adjustments, as more particularly described herein, are needed to equitably charge various classes of users and to generate revenues sufficient to cover the District's ongoing costs of providing sewer services and related costs and expenses; and
- C. The revenues derived from the proposed Sewer Fees will not exceed the funds required to provide the sewer services and shall be used exclusively for the provision of sewer services; and
- D. The amount of the proposed Sewer Fees will not exceed the proportional cost of the services attributable to each parcel upon which they are proposed for imposition; and
- E. The proposed Sewer Fees will not be imposed on a parcel unless the sewer services are actually used by, or immediately available to, the owner of the parcel; and
- F. The District determined that this Resolution is exempt from CEQA review under Public Resources Code Section 21080(b)(8) and State CEQA Guidelines Section 15273 because the Sewer Fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the sewer system and will not result in the expansion of the sewer system; and
- G. California Constitution Article XIII D, Section 6 ("Article XIII D") requires that prior to imposing any increase to the Sewer Fees, the District shall provide written notice (the "Notice") by mail of the proposed adjustment to the rates for the Sewer Fees to the record owner of each parcel upon which the rate adjustments to the Sewer Fees are proposed for imposition, the amount of the rates for the Sewer Fees proposed to be imposed on each parcel, the basis upon which the rates for the Sewer Fees were calculated, the reason for the rate increases to the Sewer Fees, and the date, time and location of a public hearing (the "Hearing") on the proposed rate increases to the Sewer Fees; and
- H. The District did provide such Notice to the affected property owners of the proposed rate increases to the Sewer Fees in compliance with Article XIII D; and
- I. The Hearing was held on this day, July 19, 2023; and
- J. At the Hearing the Board of Directors of the District heard and considered all oral testimony, written materials, and written protests concerning the establishment and imposition of the proposed rate adjustments to the Sewer Fees, and at the close of the



Hearing the District did not receive written protests against the establishment and imposition of the proposed rate adjustments to the Sewer Fees from a majority of the affected property owners and tenants directly liable for the payment of the Sewer Fees; and

- K. Pursuant to California Health and Safety Code Section 5471, the Board of Directors of the District now desires to establish and impose the proposed adjustments to rates for the Sewer Fees; and
- L. This Resolution shall supersede all other previous ordinances and resolutions that may conflict with, or be contrary to, this Resolution respecting the rates for Sewer Fees described more particularly herein.

**NOW THEREFORE, BE IT ORDAINED**, by the Board of Directors of the Salton Community Services District as follows:

1. The Board of Directors hereby finds and determines that the above Recitals are true and correct and are incorporated herein by reference.
2. As the decision-making body for the District, the Board of Directors has reviewed and considered the information contained in the administrative record.
3. **Single Family Residential Rates.** For single family residential customers, the Board of Directors hereby adjusts the annual Sewer Fees to the rates per equivalent dwelling unit ("EDU") set forth in the table below. The rates shall become effective July 19<sup>th</sup> of 2023 and July 1 of 2024, 2025, 2026 and 2027 as indicated in Table 3. The Sewer Fees for the 2023-2024 fiscal year have been calculated to reflect that the prior rate will stay in effect for the period of July 1-18, 2023, and the new rate will go into effect July 19, 2023. Commencing in 2028 and each year thereafter, the rates for the fiscal year commencing in 2027 shall remain in effect unless the District adopts a new rate structure. For purposes of this Resolution, a single-family residential customer means (a) a person who receives wastewater service from the District and occupies premises designed, improved, or used as a residence for one single family; and (b) a person who receives wastewater service from the District and occupies a premises designed, improved, or used as a residence for two or more families, living independently of each other on two or more structurally joined dwelling units with separate entrances, but shall not include mobile home parks, hotels, motels, dormitories, apartment buildings, or similar structures.

**Table 3. Single Family Residential Customers:**

2023-2024 - \$828.66 (Based on the prior rate of \$670.84 from July 1, 2023 through July 18, 2023 and the new rate of \$838.41 from July 19 to June 30)  
2024-2025 - \$871.95  
2025-2026 - \$906.82  
2026-2027 - \$943.10  
2027-2028 - \$980.82

(This rate to remain in effect for subsequent fiscal years unless a new rate structure adopted by the District.)

4. **Non-Single-Family Rates.** For non-single family residential customers, other than as provided in **Section 5**, the annual Sewer Fee will be determined each year based on the water user's prior calendar year water usage. The Board of Directors hereby establishes the annual Sewer Fee for such non-residential customers at the rates per hundred cubic feet of annual water used as provided in **Table 4** below subject to a minimum annual charge equal to the then current charge for one EDU as provided in **Table 3**. Such rates shall be effective beginning July 19, 2023, July 1, 2024, 2025, 2026 and 2027 as set forth in **Table 4**. The Sewer Fees for the 2023-2024 fiscal year have been calculated to reflect that the prior rate will stay in effect for the period of July 1-18, 2023 and the new rate will go into effect July 19, 2023. For purposes of this Resolution, a non-single family residential customer means any person who receives wastewater service from the District and is not a single-family residential customer.

**Table 4. Non-Single Family Customers:**

2023-2024- \$9.96 (Per hundred cubic feet of water usage) (Based on prior rate of \$7.70 from July 1, 2023 through July 18, 2023 and \$10.08 from July 19-June 30)  
2024-2025- \$ 10.48 (Per hundred cubic feet of water usage)  
2025-2026- \$ 10.90 (Per hundred cubic feet of water usage)  
2026-2027- \$ 11.34 (Per hundred cubic feet of water usage)  
2027-2028- \$ 11.79 (Per hundred cubic feet of water usage)

(This rate to remain in effect for subsequent fiscal years unless a new rate structure adopted by the District.)

5. The Board of Directors hereby finds that the administration, operation, maintenance, and improvements of the sewer system, which are funded by the Sewer Fees, are necessary to maintain sewer services within the District's existing service area. The Board of Directors further finds that the administration, operation, maintenance, and improvements of the sewer system, to be funded by the Sewer Fees set forth herein, will not expand the sewer system. The Board of Directors further finds that such Sewer Fees are necessary and reasonable to fund the administration, operation, maintenance, repairs and improvements of the sewer system. Based on these findings, the Board of Directors hereby determines that this Resolution is exempt from the requirements of CEQA pursuant to California Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273(a). The documents and materials that constitute the record of proceedings on which these findings have been based are located at 1209 Van Buren Avenue, Suite 1, Salton City, California 92275. The custodian for these records is the District Secretary.
6. The Board of Directors hereby authorizes and directs the District General Manager to implement and take all actions necessary to effectuate the rates for the Sewer Fees set forth herein.
7. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The

Board of Directors hereby declares that it would have adopted each section, subsection, subdivision, sentence, clause, or phrase in this Resolution irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

8. To the extent of any conflict between a provision of this Resolution and any prior Resolution or Resolution of the Board of Directors, the provisions of this Resolution shall supersede such conflicting or contrary provisions of any previous resolution and/or resolution.
9. It is the District Board's intent in adopting this resolution to adopt sewer fee adjustment proceedings that are consistent, and in compliance with, Article XIID of the California Constitution and with the Proposition 218 Omnibus Implementation Act and the provisions of other statutes authorizing property related fees. It is not the intent of the District Board to vary in any way from the requirements of Article XIID or the Proposition 218 Omnibus Implementation Act.
10. A full reading of this Resolution is hereby waived.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Salton Community Services District, Imperial County, California, on July 19, 2023.

|                                | YES   | NO    |
|--------------------------------|-------|-------|
| Michelle Gilmore, President    | _____ | _____ |
| Michael Friese, Vice President | _____ | _____ |
| Manuel Ramos, Director         | _____ | _____ |
| Lidia A. Sierra, Director      | _____ | _____ |
| Dale Johnson, Director         | _____ | _____ |

---

Michelle Gilmore, President of the Board of Director

Attest:

---

Thania Garcia, Board Secretary

**RESOLUTION NO. 2023-07-19-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE  
REPORT OF THE ANNUAL SEWER STANDBY CHARGE AND DIRECTING  
THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE  
IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE  
FISCAL YEAR 2023-2024 SEWER USER FEES ON THE TAX ROLL**

**WHEREAS**, on July 19, 2023, the District enacted Resolution Number 2023-\_\_\_ establishing the District's current sewer user fees (the "User Fees") pursuant to California Health and Safety Code section 5471; and

**WHEREAS**, a report (the "Report"), a copy of which is available in the District office, has been filed with the Secretary of the District describing each parcel of real property subject to the User Fees and amount of the User Fees to be imposed thereon for Fiscal Year 2023-2024; and

**WHEREAS**, the Secretary of the District has caused notice of the filing of the report proposing to have such charges for the forthcoming fiscal year collected on the tax roll and of the time and date of hearing to consider such Report to be published in the newspaper in accordance with California Health and Safety Code section 5473.1; and

**WHEREAS**, the Board of Directors has heard and considered all objections and protests to the Report and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels or property described in the Report; and

**WHEREAS**, the District has determined to adopt the Report and collect the User Fees, any delinquent User Fees and any penalties on the tax roll, which User Fees shall constitute a lien against the parcel or parcels of land described in the Report, all in accordance with California Health and Safety section 5473 *et seq.*;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

Section 1. The Board of Directors hereby finds and determines that the Recitals are true and correct and are incorporated herein.

Section 2. The Board of Directors hereby adopts the Report. On or before the 10th day of August, 2023, the Secretary is hereby directed to file a copy of the Report with the Imperial County Auditor, together with a statement endorsed thereon over his/her signature that the Report has been adopted by the Board of Directors and shall request that the User Fees be collected on the tax bills for the

taxable parcels in the District identified in the Report. Such User Fees shall be collected at the same time and in the same manner and by the same person as, together with and not separately from the general taxes for the District, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties which shall be levied on and collected from the owners of said parcels as permitted by Health and Safety Code section 5473.7.

**PASSED AND ADOPTED BY** the Board of Directors of the Salton Community Services District, Salton City, California, after a public hearing held at a regular meeting on the July 19, 2023, by the following vote:

|                                | <b>YES</b> | <b>NO</b> |
|--------------------------------|------------|-----------|
| Michelle Gilmore, President    | _____      | _____     |
| Michael Friese, Vice President | _____      | _____     |
| Lidia Sierra, Director         | _____      | _____     |
| Manuel H. Ramos, Director      | _____      | _____     |
| Dale Johnson, Director         | _____      | _____     |

\_\_\_\_\_  
Michelle Gilmore, President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Thania Garcia, Secretary of the Board of Directors

**RESOLUTION NO. 2023-07-19-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE  
REPORT OF THE ANNUAL SEWER STANDBY CHARGE AND DIRECTING  
THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE  
IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE  
FISCAL YEAR 2023-2024 SEWER STANDBY CHARGE ON THE TAX ROLL**

**WHEREAS**, on December 10, 1991, the District imposed a sewer standby charge (the “Standby Charge”) pursuant to California Health and Safety Code Section 5471; and

**WHEREAS**, the Standby Charge was imposed on certain properties within the District; and

**WHEREAS**, on May 19, 2008 the District determined to continue to impose the Standby Charge on all properties located within the District in accordance with California Health & Safety Code Section 5471.

**WHEREAS**, a report (the “Report”), a copy of which is available in the District office, has been filed by the General Manager of the District with the Board of Directors of the District describing each parcel of real property subject to the Standby Charge and amount of the Standby Charge to be imposed thereon for Fiscal Year 2023-2024; and

**WHEREAS**, the Secretary of the District has caused notice of the filing of the Report proposing to have such charges for the forthcoming fiscal year collected on the tax roll and of the time and date of hearing to consider such Report to be published in a newspaper in accordance with California Health and Safety Code section 5473.1; and

**WHEREAS**, the Board of Directors has heard and considered all objections and protests to the Report and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels or property described in the Report; and

**WHEREAS**, the District has determined to adopt the Report and collect the Standby Charge, any delinquent Standby Charges and any penalties on the tax roll, which Standby Charge shall constitute a lien against the parcel or parcels of land described in the Report, all in accordance with California Health and Safety section 5473 *et seq.*;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

Section 1. The Board of Directors hereby finds and determines that the Recitals are true and correct and are incorporated herein.

Section 2. The Board of Directors hereby adopts the Report. On or before the 10th day of August, 2023, the Secretary is hereby directed to file a copy of the Report with the Imperial County Auditor, together with a statement endorsed thereon over his/her signature that the Report has been adopted by the Board of Directors and shall request that the Standby Charges be collected on the tax bills for the taxable parcels in the District identified in the Report. Such Standby Charges shall be collected at the same time and in the same manner and by the same person as, together with and not separately from the general taxes for the District, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties which shall be levied on and collected from the owners of said parcels as permitted by Health and Safety Code section 5473.7.

**PASSED AND ADOPTED BY** the Board of Directors of the Salton Community Services District, Salton City, California, after a public hearing held at a regular meeting on July 19, 2023 by the following vote::

|                                | YES   | NO    |
|--------------------------------|-------|-------|
| Michelle Gilmore, President    | _____ | _____ |
| Michael Friese, Vice President | _____ | _____ |
| Lidia Sierra, Director         | _____ | _____ |
| Manuel H. Ramos, Director      | _____ | _____ |
| Dale Johnson, Director         | _____ | _____ |

|   |       |
|---|-------|
|   | _____ |
| Michelle Gilmore, President of the Board of |       |
| Directors                                   |       |

ATTEST:

\_\_\_\_\_  
Thania Garcia, Secretary of the Board of Directors

**RESOLUTION NO. 2023-07-19-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE  
REPORT OF THE ANNUAL SEWER STANDBY CHARGE AND DIRECTING  
THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE  
IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE  
FISCAL YEAR 2023-2024 SEWER MAINTENANCE STANDBY CHARGE ON  
THE TAX ROLL**

**WHEREAS**, on June 23, 2009, the District enacted Ordinance Number 2009-01 establishing the District's current Sewer Maintenance Standby Charge ("Sewer Maintenance Standby Charge") pursuant to California Health and Safety Code section 5471; and

**WHEREAS**, a report (the "Report"), a copy of which is available in the District office, has been filed with the Secretary of the District describing each parcel of real property subject to the Sewer Maintenance Standby Charge and amount of the Sewer Maintenance Standby Charge to be imposed thereon for Fiscal Year 2023-2024; and

**WHEREAS**, the Secretary of the District has caused notice of the filing of the Report proposing to have such charges for the forthcoming fiscal year collected on the tax roll and of the time and date of hearing to consider such Report to be published in the newspaper in accordance with California Health and Safety Code section 5473.1; and

**WHEREAS**, the Board of Directors has heard and considered all objections and protests to the Report and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels or property described in the Report; and

**WHEREAS**, the District has determined to adopt the Report and collect the Sewer Maintenance Standby Charge, any delinquent Sewer Maintenance Standby Charges and any penalties on the tax roll, which Sewer Maintenance Standby Charge shall constitute a lien against the parcel or parcels of land described in the Report, all in accordance with California Health and Safety section 5473 *et seq.*

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

Section 1. The Board of Directors hereby finds and determines that the Recitals are true and correct and are incorporated herein.

Section 2. The Board of Directors hereby adopts the Report. On or before the 10th day of August, 2023, the Secretary is hereby directed to file a copy of the



Report with the Imperial County Auditor, together with a statement endorsed thereon over his/her signature that the Report has been adopted by the Board of Directors and shall request that the Sewer Maintenance Standby Charge be collected on the tax bills for the taxable parcels in the District identified in the Report. Such Sewer Maintenance Standby Charges shall be collected at the same time and in the same manner and by the same person as, together with and not separately from the general taxes for the District, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties which shall be levied on and collected from the owners of said parcels as permitted by Health and Safety Code section 5473.7.

**PASSED AND ADOPTED BY** the Board of Directors of the Salton Community Services District, Salton City, California, after a public hearing at a regular meeting held on July 19, 2023, by the following vote:

|                                | YES   | NO    |
|--------------------------------|-------|-------|
| Michelle Gilmore, President    | _____ | _____ |
| Michael Friese, Vice President | _____ | _____ |
| Lidia Sierra, Director Manuel  | _____ | _____ |
| H. Ramos, Director Dale        | _____ | _____ |
| Johnson, Director              | _____ | _____ |

|   |       |
|---|-------|
|   | _____ |
| Michelle Gilmore, President of the Board of |       |
| Directors                                   |       |

ATTEST:

\_\_\_\_\_  
Thania Garcia, Secretary of the Board of Directors