



Board of Directors Regular Meeting Meeting
Tuesday, August 24, 2021 at 1:00 PM
Valley Sanitary District Board Room
45-500 Van Buren Street, Indio, CA 92201

*****SPECIAL NOTICE – VIA VIDEOCONFERENCE*****

Pursuant to the Governor’s Executive Order N-25-20 issued on March 4, 2020 and N-29-20 issued on March 18, 2020; the Board of Directors regular meeting will be conducted remotely through Zoom. **Members of the public wanting to participate in the open session of the meeting may do so via the following Zoom registration link: <https://zoom.us/j/97427246125>** Meeting ID: 974 2724 6125 or by calling 669-900-9128 or 253-215-8782. Members of the public wanting to address the Board, either during public comment or for a specific agenda item, or both, are requested to send an email notification no later than 12:30 p.m. on the day of the meeting to the Valley Sanitary District’s Clerk of the Board at hgould@valley-sanitary.org.

Page

1. CALL TO ORDER

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

2. PUBLIC COMMENT

This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.


3. CONSENT CALENDAR


Consent calendar items are expected to be routine and noncontroversial, 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.

- 3.1. Approve August 10, 2021 Regular Meeting Minutes 5 - 9
[3.1 10 Aug 2021 Meeting Minutes.pdf](#) 
- 3.2. Approve Warrants for August 5 to August 18, 2021 10 - 11
[3.2 Approve Warrants for August 5 to August 18, 2021.pdf](#) 
- 3.3. Accept Monthly Financial Report for Period Ending July 31, 2021 12 - 17
[3.3 Staff Report Monthly Financial Report for July 2021.pdf](#) 
[3.3 Attachment A Monthly Income Summary.pdf](#) 
[3.3 Attachment B Budget Variance Report July.pdf](#) 
[3.3 Attachment C Summary of Cash Investments.pdf](#) 
- 3.4. Accept Credit Card Report for Period Ending July 31, 2021 18 - 28
[3.4 Staff Report Credit Card Statement July 2021.pdf](#) 
[3.4 Attachment A Credit Card Statement July 2021.pdf](#) 
[3.4 Attachment B Credit Card Statement July 2021 Redacted.pdf](#) 


4. NON-HEARING ITEMS

- 4.1. Staff Presentation of Tri-State Conference Sessions - Lorraine Shinnette, Laboratory Technician I, and Eduardo Luna, Maintenance Technician I
- 4.2. Authorize the Purchase of a Hybrid Explorer LTD from Fiesta Ford in an Amount Not to Exceed \$64,000 29 - 35
[4.2 Staff Report Purchase of Hybrid Explorer LTD.pdf](#) 
[4.2 Attachment A Explorer quote.pdf](#) 
[4.2 Attachment B GM Explorer LightingEst_16639 from_108 RETROFIT_INC_13728.pdf](#) 
- 4.3. Amend Contract with Carollo Engineers for the Sewer Siphon Replacement Project for Additional Potholing of Utilities Not to Exceed \$26,607 36 - 43

[4.3 Staff Report Contract Amendment Sewer Siphon Replacement Project.pdf](#) 

[4.3 Attachment A VSD Final Design Amendment.pdf](#) 

- 4.4. Authorize General manager to Execute a Contract with Earth Systems to Provide Geotechnical Services for the Office & Training and Laboratory Buildings in an Amount Not to Exceed \$9,950 44 - 81

[4.4 Staff Report Contract Award Geotechnical Services New Buildings.pdf](#) 

[4.4 Attachment A Earth Systems Proposal.pdf](#) 

[4.4 Attachment B Byerly Geo Proposal.pdf](#) 

[4.4 Attachment C Noorzay Geo Proposal.pdf](#) 

- 4.5. Sewer Main Video Showing Example of a Sewer Main Before and After Rehabilitation 82 - 83

[4.5 Staff Report Before After CCTV Video of Sewer Main Improvement.pdf](#) 

[4.5 Attachment A Aerial Atlas Map of Sewer Main Location.pdf](#) 

5. GENERAL MANAGER'S ITEMS

General Manager's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

6. COMMITTEE REPORTS

7. DIRECTOR'S ITEMS

Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

8. INFORMATIONAL ITEMS

- 8.1. August 26, 2021, is recognized as National Toilet Paper Day. The first toilet paper sold on a roll was August 26, 1871. The average person in the US household flushes 80,000 sheets each year.

9. ADJOURNMENT

Pursuant to the Brown Act, items may not be added to this agenda unless the Secretary to the Board has at least 72 hours advance notice prior to the time and date posted on this notice.

UNOFFICIAL UNTIL APPROVED

VALLEY SANITARY DISTRICT MINUTES OF REGULAR BOARD MEETING

August 10, 2021

Valley Sanitary District conducted this meeting in accordance with California Governor Newsom's Executive Orders N-29-20 and COVID-19 protocols.

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, July 27, 2021, at 45-500 Van Buren St., Indio, CA 92201.

1. **CALL TO ORDER**

President Sear called the meeting to order at 1:00 p.m.

1.1 Roll Call

Directors Present:

Debra Canero, Dennis Coleman, Mike Duran, Scott Sear, William Teague

Staff Present:

Beverli Marshall, General Manager, Holly Gould, Jeanette Juarez, Anna Bell, Branden Rodriguez, and Robert Hargreaves, Best Best & Krieger

1.2 Pledge of Allegiance

1.3 August Employee Anniversaries

- Branden Rodriguez, Administrative Assistant – 3 years

The Board congratulated Branden and thanked him for his hard work and dedication to the District.

2. **PUBLIC COMMENT**

This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

None.

3. **CONSENT CALENDAR**

3.1 Approve July 27, 2021, Regular Meeting Minutes

3.2 Approve Warrants for July 22 through August 4, 2021

ACTION TAKEN:

MOTION:

Director Teague made a motion to approve the consent calendar items as presented. Director Coleman seconded the motion. Motion carried unanimously.

MINUTE ORDER NO. 2021-3124

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4. NON-HEARING ITEMS

- 4.1 Adopt a Resolution 2021-1152 Employee Wages and Benefits to Amend PEMCHA Contribution for Calendar Year 2022

At the July 13, 2021 meeting, the Board of Directors adopted Resolution 2021-1149 establishing the VSD Bi-Weekly Wage Schedule (Schedule) effective July 1, 2021. After the Schedule was adopted, staff identified an error in Section 6 Medical Plan Premiums. The required PEMHCA Minimum Employer Contribution to CalPERS on behalf of employee's rate was not updated to the calendar year 2022 rate. The calendar year 2022 rate is \$149. The \$149 PEMCHA contribution is included in the fiscal year 2021/22 approved operating budget.

“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT AMENDING EMPLOYEE WAGES & BENEFITS EFFECTIVE JULY 1, 2021 AND RESCINDING RESOLUTION 2021-1149”

ACTION TAKEN:

MOTION:

Director Duran made a motion to adopt Resolution 2021-1152 Amending Employee Wages & Benefits Effective July 1, 2021 and Rescinding Resolution 2021-1149. Secretary Canero seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

RESOLUTION NO. 2021-1152

- 4.2 Receive CalPERS Health Insurance Rates Effective January 1, 2022, and Give Direction

Resolution 2021-1152 established the District's contributions toward employees' health premiums. For calendar year 2022, the total District contribution will be up 1,800 into a cafeteria plan toward medical, dental, and vision plan premiums and \$149 toward the required PEMHCA minimum employer contribution, for a total of 1,949 per month. Any premiums over that amount will be deducted from the employee's paycheck. On July 13, 2021, the CalPERS Board of Administration adopted the medical plans and premiums for calendar year 2022. All plans will see an increase to rates, some significant, which will affect about 20 % of on family plans. After discussion it was decided to bring this item back for consideration of possibly raising the cafeteria amount to coincide with inflation. This is an informational only item.

- 4.3 Discuss and Adopt the Valley Sanitary District Investment Policy

California Government Code Section 53646 requires that all public agencies adopt an investment policy and that the policy be reviewed and approved annually. On April 14, 2015, the District adopted Resolution No. 2015-1063 adopting the District's Investment Policy and no amendments have been executed.

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Local Agency Investment Guidelines highly recommend that the internal treasury staff conduct a review annually. The revised Investment Policy has been updated to reflect the District's investment guidelines and conformed to meet California statutes governing local agencies. Secretary Canero thanked staff for the time and effort put into updating the policy. Staff recommends Resolution No. 2021-1151, adopting the District's Investment Policy, and rescind Resolution No. 2015-1063.

“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT ADOPTING THE DISTRICT’S INVESTMENT POLICY AND RESCINDING RESOLUTION NO. 2015-1063”

ACTION TAKEN:

MOTION:

Director Duran made a motion to adopt Resolution 2021-1152 Amending Employee Wages & Benefits Effective July 1, 2021 and Rescinding Resolution 2021-1149. Secretary Canero seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

RESOLUTION NO. 2021-1151

4.4 Approve Refund to Coachella Valley Housing Coalition for \$10,037.50

On October 14, 2020, The Fred Young Farm Labor Camp, aka The Coachella Valley Housing Coalition was issued VSD Permit No. 3910 to disconnect 73 Equivalent Dwelling Units (EDU) consisting of one (1) sewer lateral for APN 612-170-013. The permit was finalized on January 8, 2021. The tax roll information for fiscal year 2020/2021 was submitted in August of 2020. At that time APN 612-170-013 was charged for 181 EDU's for a total of \$59,730. The Coachella Valley Housing Coalition paid the total in full for fiscal year 2020/21. Since the 73 EDU's were disconnected in February 2021, they are due a refund of \$10,037.50 for five (5) months of non-use.

ACTION TAKEN:

MOTION:

Director Duran made a motion to authorize a refund of \$10,037.50 to the Coachella Valley Housing Coalition for overpayment of sewer use fees for fiscal year 2021/21. Secretary Canero seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2021-3125

4.5 Authorize the Purchase of a Ford F150 Hybrid Utility Truck from Fiesta Ford in an Amount Not to Exceed \$60,000

Staff determined that the existing utility truck, a 2009 Ford F150, needs to be replaced due to age, mileage, and overall annual maintenance costs. This vehicle is used primarily by the Pre-treatment division and is utilized for multiple purposes. Staff recommends the purchase of a 2021 Ford F150 Hybrid Utility Truck from Fiesta Ford in an amount not to exceed \$60,000. The price includes the purchase of the truck, ancillary costs, which include the installation of traffic control perimeter lighting, and a locking bed cover.

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ACTION TAKEN:

MOTION: Secretary Canero made a motion to authorize the General Manager to purchase a Ford F150 Hybrid Utility Truck from Fiesta Ford in an amount not to exceed \$60,000. Director Duran seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Coleman, Duran, Sear, Teague
NOES: None
MINUTE ORDER NO. 2021-3126

4.6 Authorize the Purchase of a Hybrid Explorer LTD from Fiesta Ford in an Amount Not to Exceed \$64,000

This vehicle will serve multiple purposes for the District staff and the General Manager. The vehicle will serve as a transport vehicle for meetings, conferences, field trips, etc; since it can seat multiple individuals. The vehicle will also be outfitted with ancillary items (i.e., traffic control perimeter lighting, siren, and speakers) to serve as an emergency response vehicle during disaster events. Staff recommends the purchase of a 2021 Ford Explorer Hybrid LTD from Fiesta Ford in an amount not to exceed \$64,000. The price includes the purchase of the SUV and ancillary costs. The quote did not specify if the vehicle included third-row seating. The Board requested staff to find out if the quote included the third row and bring this item back at the next board meeting.

4.7 Authorize the Purchase of Clarifier Weirs and Baffles in an Amount Not to Exceed \$50,000

Staff has determined that the secondary treatment clarifier weirs and baffles on each of the three (3) clarifiers have reached their useful life span and need to be replaced. This replacement will maintain the efficiency of the secondary treatment clarification process and extend the life of the clarifier. Staff recommends purchasing the replacement weirs and baffles from the equipment manufacturer DC. Frost in the amount not to exceed \$50,000. This is a sole-source procurement.

ACTION TAKEN:

MOTION: Director Duran made a motion to authorize the General Manager to purchase the replacement weirs and baffles from the equipment manufacturer DC. Frost in the amount not to exceed \$50,000. Secretary Canero seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Coleman, Duran, Sear, Teague
NOES: None
MINUTE ORDER NO. 2021-3127

4.8 Wastewater COVID-19 Surveillance Program

Anna Bell, Acting Facility Operations Manager, gave a presentation to the Board on the Wastewater COVID-19 Surveillance Program that the District is participating in. In May 2021, BioBot Analytics was selected by the US Department of Health and Human Services (HHS) to establish a national disease surveillance program, using wastewater epidemiology. The 12-week program utilizes samples from 320 wastewater treatment plants, covering 100 million people across 50 states. Since patient testing is limited, research has shown that the virus is shed in the stools of patients and makes its way into the

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sewers. By analyzing wastewater influent samples, the presence of infected individuals and an estimate of the number of cases can be determined. In June 2021, VSD was selected to participate in the 12-week wastewater COVID-19 surveillance program with Biobot. Laboratory staff collects two (2) weekly wastewater influent composite samples which are sent to BioBot for analysis. They isolate the genetic signature of SARS-CoV-2 and analyze the amount of the virus present. Then utilizing the samples collected, they estimate the prevalence of COVID-19 in the population. The District's participation in the program is working towards creating a robust Nationwide Wastewater Monitoring Network to trend analysis and provide early warning detection. The Board thanked Anna for taking this project on.

5. GENERAL MANAGER'S ITEMS

Ms. Marshall updated the Board on the WEF/AWWA Conference she attended. There was also a discussion about going to a hybrid Zoom option for board meetings.

7. COMMITTEE REPORTS

Director Teague and Anna Bell gave an overview of the Operations Committee Meeting held on August 3, 2021. Ehab Gerges and Elizabeth Reyes, of Harris and Associates, were present to give a project update on the Collection System Rehabilitation and Replacement Project, and Valerie Houchin, of Schneider Electric, was present to give a project update on the Reclaimed Water Project – Phase I. A video of the recent CCTV inspections was also shown.

8. DIRECTOR'S ITEMS

Director Teague suggested that Board Members take monthly tours of the treatment plant to become more acquainted with what goes with the equipment used. Director Duran complimented Beverli Marshall on the apprenticeship program she helped to implement with Mt. San Jacinto College and suggested a press release be put out.

9. INFORMATIONAL ITEMS

None.

10. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 3:16 p.m. The next regular Board meeting will be held on August 27, 2021.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District

DISBURSEMENTS
Approved at the Board Meeting of
August 24, 2021

39567 SC Fuels	Fuel Delivery - 08/04/2021	\$4,130.88
39568 Accountemps	Temp Labor W/E 08/06/2021	\$593.13
39568 Accountemps	Temp. Staffing for Week ending 08/13/2021	\$924.59
39569 Alliance Protection	Fire alarm monitoring/testing - 09/01/2021-11/30/2021	\$366.00
39570 Altam Manufacturing, Inc	Fork lift safety cage	\$1,447.51
39571 American Material Company	Craftsman tool boxes	\$1,711.73
39572 Anna Bell	Boot Allowance Lab/Ops	\$107.96
39573 Aqua Staffing	Temp Staffing - W/E 08/06/2021	\$7,092.00
39574 Associated Time Instruments	Add Active Employee 5 users, self serv, mgmt, read clock ren	\$291.84
39575 Bank of New York Mellon Corporate Trust Dept.	Fiscal agent fee - 08/01/2021-07/31/2022	\$1,982.20
39576 Best, Best & Krieger	Legal services - July 2021	\$3,497.97
39577 Caltest Analytical Laboratory	Weekly (NPDES 2015-2020) Samples	\$219.45
39578 Carquest Auto Parts	New charges - July 2021	\$455.00
39579 Caselle, Inc.	Contract Support and Maint 09/01/21-09/30/21	\$1,009.00
39580 Coachella Valley Housing Coalition	Refund, Disconnect of 73 EDUs	\$10,037.50
39581 Desert Arc	Landscape services - August 2021	\$800.00
39582 Desert Hose & Supply	300 K010-0610	\$368.66
39583 Desert Sun Publishing Company	Public hearing publishing 07/21/2021-07/23/2021	\$279.40
39584 Diamond Environmental Services, LP	Containment pan , handwash, premier restroom weekly	\$242.55
39585 ECS House Industries, Inc.	Replace tail bearing assembly	\$3,435.96
39586 Eisenhower Occupational Health	Sas, DOT	\$50.00
39587 Ellicott Dredge Technologies	Guage wheel assembly	\$3,079.24
39588 Ferguson Enterprises #1350	Valve repair kit	\$146.86
39588 Ferguson Enterprises #1350	PVC piping	\$243.03
39589 Franklin Truck Parts, Inc.	Push Lock Male Connector 1/4	\$10.59
39589 Franklin Truck Parts, Inc.	Oil Filter Cap 1 3/4"	\$21.23
39590 Grainger	APC UPS Battery backups	\$1,591.85
39590 Grainger	Plug in Relay, 5 Pins, T shape Base	\$22.77
39590 Grainger	Socket 250 VAC, 10A For RXG1 Relay PK 10	\$33.17
39590 Grainger	Packing Cutter, Packing Extractor Tip	\$113.12
39590 Grainger	Grease gun, grip oiler, transfer pump	\$829.70
39590 Grainger	Barbed hose fitting	\$69.28
39591 Hach Company	Nitrate probe, buffer solution	\$1,167.27
39592 Harrington Industrial Plastics, Inc.	In house labor to crate heaters	\$556.67
39593 Healthy Futures, Inc.	Wellness services - July 2021	\$1,500.00
39594 IDEXX Distribution, Inc.	Sample vessels, Gamma Irrad	\$407.96
39595 Industrial Filter Manufacturers, Inc.	Building A/C filters	\$3,698.10
39596 Innovative Document Solutions	Copier maintenance - July 2021	\$198.23
39597 Kaman Industrial Technologies	RMK AK46HRM Sheave, Bushings	\$23.43
39597 Kaman Industrial Technologies	GAR 8909 1/2 5LB Spun synthetic	\$167.26
39598 Masters Refreshment Services LLC	Water delivery - 08/02/2021	\$503.90
39598 Masters Refreshment Services LLC	Bottled Water	\$87.30
39599 McMaster-Carr Supply Co.	Elastic cable tie, elastic loop, lanyard, poly screen	\$123.89
39599 McMaster-Carr Supply Co.	Barbed hose fitting	\$330.05
39600 Municipal Resource Group, LLC	Needs assessment: focus group	\$6,850.00
39601 Plumbers Depot Inc.	Cable assembly, labor to repair rearview camera	\$517.40
39602 Pyro-Comm Systems	Fire Alarm Monitoring 08/01/21-10/31/21	\$135.00
39603 Quinn Company	Water truck rental 07/26/2021-07/30/2021	\$1,432.37
39603 Quinn Company	Dump truck rental - 07/05/2021-08/02/2021	\$2,884.05
39603 Quinn Company	Seal o ring	\$2.81
39604 Rudy's Pest Control	General Pest Control August 2021	\$185.00
39604 Rudy's Pest Control	Gopher control - 06/30/2021	\$644.00
39604 Rudy's Pest Control	Gopher control - 07/07/2021	\$310.00
39605 Safety-Kleen Systems, Inc.	Gastec Aqueous tube, washers, recovery fee	\$187.60
39606 Southern California Boiler, Inc.	Annual Maintenance Boiler July 2021	\$10,038.00
39607 Southwest Networks, Inc.	BDR Storage - September 2021	\$699.00
39607 Southwest Networks, Inc.	Computer maintenance - July 2021	\$831.25
39607 Southwest Networks, Inc.	Quarterly bill GuardianIT support - 09/01/2021-11/30/2021	\$10,227.00
39607 Southwest Networks, Inc.	GuardianIT managed support - 07/01/2021-08/31/2021	\$48.00
39608 Stantec Consulting Services, Inc.	Influent Pump Station Rehab Owners Representative	\$2,113.75
39609 Staples Advantage	New charges - July 2021	\$3,688.71
39610 United Way of the Desert	PR 07/23/2021 - 08/05/2021 PD 08/13/2021	\$20.00
39611 Univar Solutions	Sodium bisulfite delivery - 07/30/2021	\$5,666.38
39611 Univar Solutions	Sodium Hypochlorite - Delivered 07/27/2021	\$7,029.55
39611 Univar Solutions	Ferric Chloride - Delivered 08/04/2021	\$7,819.13
39611 Univar Solutions	Sodium Hypochlorite - Delivered 08/06/2021	\$6,921.49
39612 West Coast Arborists, Inc.	Palm Tree Prune, Misc Tree Prune	\$3,295.00
202108130 Bank of New York Trust Co. (A.D. 4)	VSDAD2004 Loan Repayment	\$489,380.00
202108101 Burrtec Waste & Recycling Svcs	Grit Removal - July 2021	\$2,010.34
202108131 Time Warner Cable	Telephone service - August 2021	\$1,154.52
202108132 Paychex - Direct Deposit	PR 07/23/2021 - 08/05/2021 PD 08/13/2021	\$74,379.46
202108133 Paychex - Fee	PR 07/23/2021 - 08/05/2021 PD 08/13/2021	\$175.88
202108134 Paychex - Garnishment	PR 07/23/2021 - 08/05/2021 PD 08/13/2021	\$210.46
202108135 Paychex - Tax	PR 07/23/2021 - 08/05/2021 PD 08/13/2021	\$33,953.92
202108136 MassMutual	PR 07/23/2021 - 08/05/2021 PD 08/13/2021	\$10.00
202108137 Vantage Point Transfer Agents - ICMA	PR 07/23/2021 - 08/05/2021 PD 08/13/2021	\$1,370.00

202108138 CalPERS Retirement	PR 07/23/2021 - 08/05/2021 PD 08/13/2021	\$18,694.99
202108138 CalPERS Retirement	PR 07/09/2021 - 07/22/2021 PD 07/30/2021	\$338.82
202108139 CalPERS 457	PR 07/23/2021 - 08/05/2021 PD 08/13/2021	\$725.00
202108171 UPS	Shipping Charges thru 08/07/2021	\$442.62
202108171 UPS	Shipping charges as of 07/31/2021	\$14.95
202108172 SoCal Gas	Gas service - July 2021	\$212.69
202108181 Basic	Monthly fee for COBRA administration billed annually	\$300.00
202108201 Indio Water Authority	Hydrant water - June 2021	\$527.83
		\$749,415.20



**Valley Sanitary District
Board of Directors Meeting
August 24, 2021**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Jeanette Juarez, Business Services Manager

SUBJECT: Monthly Revenue & Expense Report for the Period Ending July 31, 2021

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is to present the monthly revenue and expenses to the Board and the public for the District for the month of July 2021.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 5: Long-Term Financial Strength.

Fiscal Impact

There is no fiscal impact from this report.

Background

The adopted operating and capital budget for fiscal year 2020/21 includes \$15,850,108 in revenues, \$10,967,155 in operating expenditures.

The attached Monthly Income Summary (Attachment A) and Budget Variance (Attachment B) report compares revenues and expenses to the respective line-item budgets. The report identifies current monthly revenues and expenses as well as fiscal year to date (FYTD) values.

Year to Date Summary

- As of July 31, 2021, the District's has collected \$17,617 in revenue. The revenues are \$1,303,225 or 98.7% below the FYTD budget. The variance is attributed to pending sewer service charges expected to be collected in October.
- As of July 31, 2021, the District has incurred \$741,124 in expenditures. The District's expenditures are \$171,704 or 18.8% under the FYTD budget.

The Summary of Cash and Investments (Attachment C) report details the changes to the fund balances by fund type.

FUND	UNAUDITED FUND BALANCE AS OF 07/31/2021
OPERATING FUND (FUND 11)	\$ 20,243,817
SPECIAL REVENUE FUND (FUND 11 AND FUND 6)	1,097,175
FIDUCIARY FUND (FUND 4)	228,095
CAPITAL IMPROVEMENT FUND (FUND 13)	7,059,584
RESTRICTED CIP FUND (FUND 12)	27,316,281
TOTAL	\$ 55,944,952

Recommendation

Staff recommends that the Board receive and file the Revenue and Expense report for the period ending July 2021.

Attachments

- Attachment A: Monthly Income Summary for July 2021
- Attachment B: Budget Variance Report for July 2021
- Attachment C: Summary of Cash and Investments for July 2021

Valley Sanitary District

Monthly Income Summary

July 2021 (UNAUDITED)

	<u>Current Month</u>	<u>Fiscal YTD</u>	<u>Annual Projection</u>	<u>% Received</u>	<u>Balance</u>
Revenues					
Sewer Service Chgs-Current	\$0	\$0	\$13,550,998	0 %	\$13,550,998
Permit & Inspection Fees	\$820	\$820	\$30,355	3 %	\$29,535
Plan Check Fees	\$600	\$600	\$11,671	5 %	\$11,071
Other Services	\$120	\$120	\$0	0 %	(\$120)
Sale of Surplus Property	\$0	\$0	\$18,115	0 %	\$18,115
Taxes - Current Secured	\$0	\$0	\$1,002,212	0 %	\$1,002,212
Taxes - Current Unsecured	\$0	\$0	\$61,266	0 %	\$61,266
Supple Prop. Taxes - Current	\$0	\$0	\$9,196	0 %	\$9,196
Supple Prop. Taxes - Prior	\$0	\$0	\$8,328	0 %	\$8,328
Interest Income	\$302	\$302	\$140,906	0 %	\$140,604
Unrealized gains (losses)	\$1,067	\$1,067	\$0	0 %	(\$1,067)
Non-Operating Revenues - Fnd 11	\$0	\$0	\$451	0 %	\$451
Connection Fees	\$14,708	\$14,708	\$991,610	1 %	\$976,903
Interest Income	\$0	\$0	\$25,000	0 %	\$25,000
Total Revenues	\$17,617	\$17,617	\$15,850,108	0 %	\$15,832,491

Valley Sanitary District
Budget Variance Report
July 2021

Description	FY22 Total Budget	Current Month			Fiscal Year to Date			Percentage Remaining
		Actual	Budget	Favorable (Unfavorable)	FYTD Actual	YTD Budget	Favorable (Unfavorable)	
Revenues:								
Operating Revenue	14,602,749	16,248	1,216,896	(1,200,648)	16,248	1,216,896	(1,200,648)	99.9%
Non-Operating Revenue	1,247,359	1,370	103,947	(102,577)	1,370	103,947	(102,577)	99.9%
Total Operating Revenue	15,850,108	17,617	1,320,842	(1,303,225)	17,617	1,320,842	(1,303,225)	99.9%
Operating Expenses:								
Salaries And Wages	3,199,977	238,449	266,665	28,216	238,449	266,665	28,216	92.5%
Director Fee/Payroll Tax-Board	55,756	2,200	4,646	2,446	2,200	4,646	2,446	96.1%
Bonus, Awards, Recertification	7,200	150	600	450	150	600	450	97.9%
Overtime	32,900	1,094	2,742	1,647	1,094	2,742	1,647	96.7%
Callout	9,500	432	792	360	432	792	360	95.5%
Standby Pay	38,190	3,016	3,183	167	3,016	3,183	167	92.1%
Longevity	41,600	3,923	3,467	(456)	3,923	3,467	(456)	90.6%
Retirement Contributions	369,230	21,976	30,769	8,793	21,976	30,769	8,793	94.0%
Fica And Medicare	270,140	18,400	22,512	4,111	18,400	22,512	4,111	93.2%
Unemployment Payments	0	0	0	0	0	0	0	-
Life Insurance	8,477	464	706	242	464	706	242	94.5%
Health Insurance	521,253	34,807	43,438	8,631	34,807	43,438	8,631	93.3%
Dental Insurance	41,064	2,359	3,422	1,063	2,359	3,422	1,063	94.3%
Vision Insurance	11,160	989	930	(59)	989	930	(59)	91.1%
Long Term Disability	8,676	638	723	85	638	723	85	92.6%
Accounting Services-Admin	87,707	0	7,309	7,309	0	7,309	7,309	100.0%
Certifications	20,735	1,851	1,728	(123)	1,851	1,728	(123)	91.1%
Chemicals	464,521	31,652	38,710	7,058	31,652	38,710	7,058	93.2%
Comprehensive Insurance	340,993	27,479	28,416	937	27,479	28,416	937	91.9%
Conferences/ Meetings	164,523	4,386	13,710	9,325	4,386	13,710	9,325	97.3%
Contracts	1,336,950	54,331	111,413	57,081	54,331	111,413	57,081	95.9%
County Expense	22,000	2,931	1,833	(1,097)	2,931	1,833	(1,097)	86.7%
Covid-19 Supplies	64,000	0	5,333	5,333	0	5,333	5,333	100.0%
Election Expense	0	0	0	0	0	0	0	-
Electric	638,488	57,817	53,207	(4,610)	57,817	53,207	(4,610)	90.9%
Gas, Oil & Fuel	52,000	3,937	4,333	396	3,937	4,333	396	92.4%
Grit & Screening Removal	31,865	2,252	2,655	404	2,252	2,655	404	92.9%
Legal Services	50,625	23,617	4,219	(19,399)	23,617	4,219	(19,399)	53.3%
Loan Repayment	1,018,873	84,906	84,906	0	84,906	84,906	0	91.7%
Medical Services	32,443	0	2,704	2,704	0	2,704	2,704	100.0%
Memberships	58,242	9,604	4,854	(4,751)	9,604	4,854	(4,751)	83.5%
Misc. Professional Services	95,392	0	7,949	7,949	0	7,949	7,949	100.0%
Natural Gas	6,000	213	500	287	213	500	287	96.5%
Office Supplies	22,300	3,097	1,858	(1,238)	3,097	1,858	(1,238)	86.1%
Opeb Contribution	57,253	0	4,771	4,771	0	4,771	4,771	100.0%
Other Expenses	74,000	8,924	6,167	(2,757)	8,924	6,167	(2,757)	87.9%
Permits & Fees	104,750	3,582	8,729	5,148	3,582	8,729	5,148	96.6%
Projects	379,434	0	31,620	31,620	0	31,620	31,620	100.0%
Publications	2,500	294	208	(86)	294	208	(86)	88.2%
Repairs & Maintenance	671,210	50,291	55,934	5,643	50,291	55,934	5,643	92.5%
Research & Monitoring	100,000	1,858	8,333	6,476	1,858	8,333	6,476	98.1%
Supplies	240,840	22,213	20,070	(2,143)	22,213	20,070	(2,143)	90.8%
Telephone/Internet	31,255	2,441	2,605	163	2,441	2,605	163	92.2%
Tools & Equipment	37,000	2,512	3,083	572	2,512	3,083	572	93.2%
Tuition Reimbursement	12,000	0	1,000	1,000	0	1,000	1,000	100.0%
Uniform Services	40,720	3,525	3,393	(132)	3,525	3,393	(132)	91.3%
Water	23,000	2,174	1,917	(257)	2,174	1,917	(257)	90.5%
Workers Compensation	70,413	6,341	5,868	(473)	6,341	5,868	(473)	91.0%
Total Operating Expenses (Before Depreciation)	10,967,155	741,124	913,930	172,806	741,124	913,930	172,806	93.2%
Operating Expenses in Excess of Operating Revenue		\$ (723,507)		\$ (723,507)				

Valley Sanitary District
Budget Variance Report
July 2021

Description	FY22 Total Budget	Current Month			Fiscal Year to Date			
		Actual	Budget	Favorable (Unfavorable)	FYTD Actual	FY22 YTD Budget	Favorable (Unfavorable)	Percentage Remaining
Operating Expenses:								
Wages	3,287,767	243,141	273,981	30,840	243,141	273,981	30,840	92.6%
Fringe Benefits	1,271,600	89,725	105,967	16,242	89,725	105,967	16,242	92.9%
Services	1,734,845	84,209	144,570	60,361	84,209	144,570	60,361	95.1%
Supplies and Materials	1,599,871	111,622	133,323	21,701	111,622	133,323	21,701	93.0%
Fuels and Lubricants	52,000	3,937	4,333	396	3,937	4,333	396	92.4%
Comprehensive Insurance	411,406	27,653	34,284	6,631	27,653	34,284	6,631	93.3%
Projects	379,434	0	31,620	31,620	0	31,620	31,620	100.0%
Utilities	699,353	62,455	58,279	(4,176)	62,455	58,279	(4,176)	91.1%
Loan Payments	1,018,873	84,906	84,906	0	84,906	84,906	0	91.7%
Permits and Fees	126,750	6,512	10,563	4,050	6,512	10,563	4,050	94.9%
Other	385,256	26,964	32,105	5,141	26,964	32,105	5,141	93.0%
Total Operating Expenses (Before Depreciation)	10,967,155	741,124	913,930	172,806	741,124	913,930	172,806	93.2%
Revenues:								
Operating Revenue	14,602,749	16,248	1,216,896	(1,200,648)	16,248	1,216,896	(1,200,648)	99.9%
Non-Operating Revenue	1,247,359	1,370	103,947	(102,577)	1,370	103,947	(102,577)	99.9%
Total Revenue	15,850,108	17,617	1,320,842	(1,303,225)	17,617	1,320,842	(1,303,225)	99.9%
Net Operating Gain (Loss)		\$ (723,507)			\$ (723,507)			

VALLEY SANITARY DISTRICT
SUMMARY OF CASH AND INVESTMENTS

FOR THE PERIOD: 07/01/2021 TO 07/31/2021 (UNAUDITED)

Agenda Item No. _____

INVESTMENTS

LAIF Fund 4 - Agency Fund		
Beginning Balance (Fund 4)	712,002	
Net Transfer from (to) Fund 11	(484,388)	
Fair Value Factor for quarter ending 06/30/2021	(59)	
Interest (Pd quarterly - Int. Rate 0.33%)	540	
Fund 04 Ending Balance	<u>228,095</u>	
LAIF Fund 6 - Wastewater Revenue Refunding Bonds		
Beginning Balance (Fund 6)	2,794	
Net Transfer from (to) Fund 11	(2,050)	
Fair Value Factor for quarter ending 06/30/2021	0	
Interest (Pd quarterly - Int. Rate 0.33%)	2	
Fund 06 Ending Balance	<u>746</u>	
LAIF Fund 11 - Operating Fund		
Beginning Balance (Fund 11)	20,543,378	
Net Transfer from (to) Fund 04	484,388	
Net Transfer from (to) Fund 06	2,050	
Net Transfer from (to) Fund 12	2,980	
Net Transfer from (to) Fund 13	(14,707)	
Fund Transfer from (to) LAIF - WF	(2,800,000)	
Fair Value Factor for quarter ending 06/30/2021	(1,705)	
Interest (Pd quarterly - Int. Rate 0.33%)	15,536	
Fund 11 Ending Balance	<u>18,231,920</u>	
LAIF Fund 12 - Reserve Fund		
Beginning Balance (Fund 12)	27,300,856	
Net Transfer from (to) Fund 11	(2,980)	
Fair Value Factor for quarter ending 06/30/2021	(2,265)	
Interest (Pd quarterly - Int. Rate 0.33%)	20,670	
Fund 12 Ending Balance	<u>27,316,281</u>	
LAIF Fund 13 - Capital Improvement Fund		
Beginning Balance	7,040,134	
Connection Fees	14,707	
(Disbursements) or Reimbursements	<u>0</u>	
Net Transfer from (to) Fund 11	14,707	
Fair Value Factor for quarter ending 06/30/2021	(584)	
Interest (Pd quarterly - Int. Rate 0.33%)	5,328	
Fund 13 Ending Balance	<u>7,059,584</u>	
TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13	<u>52,836,626</u>	

CASH IN CHECKING ACCOUNT

WELLS FARGO - FUND 11

Beginning Balance	790,180	
Deposits	293,794	
Fund Transfer from (to) LAIF (net)	2,800,000	
Disbursements and Payroll	(1,872,077)	
Wells Fargo Ending Balance	<u>2,011,897</u>	

CALTRUST - FUND 11

Beginning Balance	1,095,059	
Unrealized Gain / <Loss>	1,067	
Interest Income	303	
CalTRUST Ending Balance	<u>1,096,429</u>	

TOTAL WELLS FARGO AND CALTRUST CHECKING

3,108,326

TOTAL CASH AND INVESTMENTS

55,944,952

The Board certifies the ability of the District to meet its expenditure requirements for the next six (6) months, as per Government Code 53646(b)(3).

This report is in compliance with the District's Investment Policy under Government Code 53646(b)(2).



**Valley Sanitary District
Board of Directors Meeting
August 18, 2021**

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Jeanette Juarez, Business Services Manager
SUBJECT: Credit Card Statement for July 2021

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is to present the credit card statement for July 2021 to the Board of Directors.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 5: Long-Term Financial Strength.

Fiscal Impact

The total charges incurred for July 2021 are \$28,210.40.

Background

The attached report summarizes the District’s credit card expenditures for July 2021.

Recommendation

Staff recommends that the Board receive and file the credit card report and statement for the period ending July 30, 2021.

Attachments

- Attachment A: Valley Sanitary District Credit Card Report July 2021
- Attachment B: Credit Card Statement July 2021

Cardholder Name	Tran Date	Post Date	Merchant Name
ANNA BELL	7/21/2021	7/22/2021	CALIFORNIA WATER ENVIRON
ANNA BELL	7/15/2021	7/18/2021	OPC STATE WB FEE
ANNA BELL	7/15/2021	7/18/2021	STATE WATER BOARD
BEVERLI A MARSHALL	7/29/2021	7/30/2021	AMZN Mktp US*2P3Y77FK0
BEVERLI A MARSHALL	7/28/2021	7/29/2021	Palm Sp Desert Sun
BEVERLI A MARSHALL	7/26/2021	7/27/2021	LIEBERTCASS
BEVERLI A MARSHALL	7/26/2021	7/27/2021	LIEBERTCASS
BEVERLI A MARSHALL	7/22/2021	7/23/2021	WEF MAIN
BEVERLI A MARSHALL	7/18/2021	7/19/2021	AMZN Mktp US*2E3D96LZ2
BEVERLI A MARSHALL	7/16/2021	7/18/2021	VISTAPR*VistaPrint.com
BEVERLI A MARSHALL	7/16/2021	7/18/2021	AMERICAN AIR0012188850366
BEVERLI A MARSHALL	7/16/2021	7/18/2021	AWWA.ORG
BEVERLI A MARSHALL	7/13/2021	7/14/2021	VISTAPR*VistaPrint.com
BEVERLI A MARSHALL	7/12/2021	7/13/2021	PAYPAL *QUICKYMARTL
BEVERLI A MARSHALL	7/9/2021	7/11/2021	AMERICAN AIR0012187207938
BEVERLI A MARSHALL	7/6/2021	7/8/2021	SLOAN S BREAKFAST LUNCH &
BEVERLI A MARSHALL	7/6/2021	7/7/2021	PE SUBSCRIPTIONS
BRANDEN RODRIGUEZ	7/27/2021	7/29/2021	STATERBROS181
BRANDEN RODRIGUEZ	7/27/2021	7/28/2021	SUPER MARIO ICE CREAM
DANIEL A MILLS	7/28/2021	7/30/2021	ARCTIC GLACIER USA INC
DANIEL A MILLS	7/28/2021	7/30/2021	ARCTIC GLACIER - INDIO
DANIEL A MILLS	7/14/2021	7/16/2021	THE HOME DEPOT #6874
DANIEL A MILLS	7/14/2021	7/16/2021	THE HOME DEPOT #6874
EDUARDO LUNA	7/23/2021	7/25/2021	GPS*Valley Sanitary Distr
EDUARDO LUNA	7/23/2021	7/25/2021	BECK OIL INC LEE ESCHER
EDUARDO LUNA	7/24/2021	7/25/2021	GPS*Valley Sanitary Distr
EDUARDO LUNA	7/15/2021	7/18/2021	THE HOME DEPOT #6874
EDUARDO LUNA	7/2/2021	7/4/2021	THE HOME DEPOT #6874
HEBERTO MORENO	7/28/2021	7/30/2021	IN *BACK MUNICIPAL CONSUL
HEBERTO MORENO	7/14/2021	7/15/2021	APPLE.COM/BILL
HOLLY GOULD	7/29/2021	7/30/2021	ESRI
HOLLY GOULD	7/29/2021	7/30/2021	Amazon.com*2P4FW60C1
HOLLY GOULD	7/28/2021	7/30/2021	IN *CV BBQ INC.
HOLLY GOULD	7/12/2021	7/14/2021	CALIFORNIA ASSOCIATION OF
HOLLY GOULD	7/8/2021	7/9/2021	CBI*FLIPPINGBOOK LTD.
HOLLY GOULD	7/7/2021	7/8/2021	CAL CHAMBER OF COMMERCE
HOLLY GOULD	7/2/2021	7/4/2021	CIRO'S RESTAURANT LLC
HOLLY GOULD	7/2/2021	7/4/2021	SUPER MARIO ICE CREAM
HOLLY GOULD	6/30/2021	7/1/2021	CALIFORNIA WATER ENVIRON
HOLLY GOULD	6/30/2021	7/1/2021	CALIFORNIA WATER ENVIRON
JEANETTE JUAREZ	7/26/2021	7/27/2021	TARGET 00018671
JEANETTE JUAREZ	7/26/2021	7/27/2021	TARGET 00018671
JEANETTE JUAREZ	7/19/2021	7/22/2021	DYSON US
JEANETTE JUAREZ	7/19/2021	7/20/2021	J2 EFAX SERVICES
JEANETTE JUAREZ	7/16/2021	7/18/2021	WWW COSTCO COM
JEANETTE JUAREZ	7/13/2021	7/15/2021	AROUND THE CLOCK CALL CTR

JEANETTE JUAREZ	7/4/2021	7/5/2021	ADOBE ACROPRO SUBS
JEANETTE JUAREZ	7/2/2021	7/4/2021	AMZN Mktp US*298Z21TYO
JIMMY GARCIA	7/23/2021	7/25/2021	THE HOME DEPOT #6874
JIMMY GARCIA	7/23/2021	7/25/2021	THE HOME DEPOT 6874
RYAN WILLIAMS	7/29/2021	7/30/2021	WESTRUX INTERNATIONAL MOT
RYAN WILLIAMS	7/26/2021	7/28/2021	SIGNATURE PARTY RENTALS
RYAN WILLIAMS	7/26/2021	7/27/2021	CHEVRON 0376952
RYAN WILLIAMS	7/26/2021	7/27/2021	CHEVRON 0376952
RYAN WILLIAMS	7/26/2021	7/27/2021	SMART AND FINAL 718
RYAN WILLIAMS	7/16/2021	7/19/2021	SIGNATURE PARTY RENTALS
RYAN WILLIAMS	7/15/2021	7/16/2021	CALIFORNIA WATER ENVIRON
RYAN WILLIAMS	7/15/2021	7/16/2021	CALIFORNIA WATER ENVIRON
RYAN WILLIAMS	7/14/2021	7/16/2021	AMERICAN RED CROSS
RYAN WILLIAMS	7/4/2021	7/6/2021	KSC & SON CORPORATION - G
RYAN WILLIAMS	7/4/2021	7/6/2021	KSC & SON CORPORATION - G
RYAN WILLIAMS	7/4/2021	7/6/2021	KSC & SON CORPORATION - G
RYAN WILLIAMS	7/4/2021	7/6/2021	KSC & SON CORPORATION - G
RYAN WILLIAMS	7/4/2021	7/6/2021	KSC & SON CORPORATION - G
RYAN WILLIAMS	6/30/2021	7/2/2021	HYATT RESORT @ SQUAW CRK
TINO TIJERINA	7/9/2021	7/11/2021	PECTO 1172 63511729
TINO TIJERINA	7/2/2021	7/4/2021	THE HOME DEPOT #6874
	7/11/2021	7/11/2021	AUTO PMT FROM ACCT

Detail-Description	Debits	Credits
Membership Organizations Not Elsewher	\$91.00	
Government Services Not Elsewhere Clas	\$80.50	
Government Services Not Elsewhere Clas	\$3,500.00	
Book Stores	\$212.00	
Continuity/Subscription Merchants	\$9.99	
Legal Services Attorneys	\$1,000.00	
Legal Services Attorneys		(\$100.00)
Membership Organizations Not Elsewher	\$332.00	
Book Stores	\$962.25	
Miscellaneous Publishing And Printing	\$552.85	
American Airlines	\$542.41	
Charitable And Social Service Organiza	\$109.50	
Miscellaneous Publishing And Printing	\$128.49	
Telecommunications Equipment Including	\$4.99	
American Airlines	\$542.41	
Eating Places Restaurants	\$80.00	
Advertising Services	\$10.00	
Grocery Stores Supermarkets	\$51.98	
Miscellaneous Food Stores - Specialty	\$44.00	
Express Payment Services (Fast Food)	\$7.53	
Miscellaneous & Specialty Retail Store	\$21.32	
Home Supply Warehouse Stores	\$13.41	
Home Supply Warehouse Stores	\$124.05	
Government Services Not Elsewhere Clas	\$0.01	
Service Stations	\$95.38	
Government Services Not Elsewhere Clas		(\$0.01)
Home Supply Warehouse Stores	\$9.31	
Home Supply Warehouse Stores	\$7.58	
Engineering Architectural & Surveying	\$1,110.00	
Record Shops	\$2.99	
Computers Computer Peripheral Equipme	\$2,500.00	
Book Stores	\$15.80	
Caterers	\$1,909.48	
Membership Organizations Not Elsewher	\$2,380.00	
Computer Software	\$530.00	
Membership Organizations Not Elsewher	\$114.65	
Eating Places Restaurants	\$99.08	
Miscellaneous Food Stores - Specialty	\$14.25	
Membership Organizations Not Elsewher	\$91.00	
Membership Organizations Not Elsewher	\$192.00	
Discount Stores	\$407.00	
Discount Stores	\$588.00	
Household Appliance Stores	\$543.74	
Continuity/Subscription Merchants	\$16.95	
Wholesale Clubs	\$206.62	
Miscellaneous & Specialty Retail Store	\$139.20	

Computer Software	\$152.91	
Book Stores	\$46.75	
Home Supply Warehouse Stores	\$111.84	
Home Supply Warehouse Stores		(\$97.91)
Automobile & Truck Dealer - New & Used	\$6,830.41	
Equipment Rental & Leasing Services T	\$275.97	
Service Stations	\$177.69	
Service Stations	\$71.58	
Grocery Stores Supermarkets	\$63.69	
Equipment Rental & Leasing Services T	\$91.98	
Membership Organizations Not Elsewher	\$192.00	
Membership Organizations Not Elsewher	\$192.00	
Charitable And Social Service Organiza	\$176.00	
Car Washes	\$15.00	
Car Washes	\$15.00	
Car Washes	\$15.00	
Car Washes	\$15.00	
Car Washes	\$15.00	
Hyatt Hotels	\$455.38	
Pet Shops - Pet Foods & Supply Stores	\$75.33	
Home Supply Warehouse Stores	\$26.07	
Payment Adjustment Fee or Finance Charge		
Total	\$28,408.32	(\$197.92)



UMPQUA BANK

BL ACCT [REDACTED]
VALLEY SANITARY DISTRICT
Account Number: [REDACTED]
Page 1 of 6



Account Summary

Table with 2 columns: Description and Amount. Rows include Billing Cycle, Days In Billing Cycle, Previous Balance, Purchases, Cash, Balance Transfers, Special, Credits, Payments, Other Charges, Finance Charges.

NEW BALANCE \$28,210.40

Credit Summary

Table with 2 columns: Description and Amount. Rows include Total Credit Line, Available Credit Line, Available Cash, Amount Over Credit Line, Amount Past Due, Disputed Amount.

Account Inquiries

- Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485
Go to www.umpquabank.com
Write us at PO BOX 1952, SPOKANE, WA 99210-1952

Payment Summary

Table with 2 columns: Description and Amount. Rows include NEW BALANCE, MINIMUM PAYMENT, PAYMENT DUE DATE.

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

Table with 5 columns: Trans Date, Post Date, Reference Number, Transaction Description, Amount. Includes TOTAL CORPORATE ACTIVITY \$18,598.37-

Cardholder Account Summary

Table with 5 columns: JEANETTE JUAREZ, Payments & Other Credits, Purchases & Other Charges, Cash Advances, Total Activity.

Cardholder Account Detail

Table with 6 columns: Trans Date, Post Date, Plan Name, Reference Number, Description, Amount. Lists transactions from 07/02 to 07/13.

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 1952
SPOKANE WA 99210-1952



Account Number

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Table with 4 columns: Closing Date, New Balance, Total Minimum Payment Due, Payment Due Date.

\$



BL ACCT 00002769-10000000
VALLEY SANITARY DISTRICT
45-500 VAN BUREN STREET
INDIO CA 92201

MAKE CHECK PAYABLE TO:

UMPQUA BANK
PO BOX 2310
SPOKANE WA 99210-2310

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- Your name and account number.
The dollar amount of the suspected error.
Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

Last [grid]

First [grid] Middle [grid]

ADDRESS CHANGE

Street [grid]

[grid]

[grid]

City [grid] State [grid] ZIP Code [grid]

Home Phone ([grid]) [grid] - [grid] Business Phone ([grid]) [grid] - [grid]

Cell Phone ([grid]) [grid] - [grid] E-mail Address _____

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

Cardholder Account Detail Continued					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/16	07/18	PPLN01	24692161197100427720234	WWW COSTCO COM 800-955-2292 WA	\$206.62
07/19	07/20	PPLN01	24692161200100676023939	J2 EFAX SERVICES 323-817-3205 CA	\$16.95
07/19	07/22	PPLN01	24803941203920026055671	DYSON US WWW.DYSON.COM IL	\$543.74
07/26	07/27	PPLN01	24164071207091007648952	TARGET 00018671 LA QUINTA CA	\$588.00
07/26	07/27	PPLN01	24164071207091007648960	TARGET 00018671 LA QUINTA CA	\$407.00

Cardholder Account Summary					
BEVERLI A MARSHALL [REDACTED]		Payments & Other Credits \$100.00-	Purchases & Other Charges \$4,486.89	Cash Advances \$0.00	Total Activity \$4,386.89

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/06	07/07	PPLN01	24493981188083727872363	PE SUBSCRIPTIONS 951-368-9000 CA	\$10.00
07/06	07/08	PPLN01	24207851188165100633561	SLOAN S BREAKFAST LUNCH & INDIO CA	\$80.00
07/09	07/11	PPLN01	24943001191634001148124	AMERICAN AIR0012187207938 FORT WORTH TX BEVERLI MARSHALL 083021 PSP / PHX MQ C O PHX / MRY MQ C O MRY / PHX MQ C O	\$542.41
07/12	07/13	PPLN01	24492151193894916626913	PAYPAL *QUICKYMARTL 402-935-7733 CA	\$4.99
07/13	07/14	PPLN01	24692161195100297509446	VISTAPR*VistaPrint.com 866-8936743 MA	\$128.49
07/16	07/18	PPLN01	24692161198100639783607	VISTAPR*VistaPrint.com 866-8936743 MA	\$552.85
07/16	07/18	PPLN01	24943001198634001165147	AMERICAN AIR0012188850366 FORT WORTH TX BEVERLI MARSHALL 111621 PSP PHX MQ C O MRY MQ C O PHX MQ C O	\$542.41
07/16	07/18	PPLN01	24692161197100073696332	AWWA.ORG 303-347-6197 CO	\$109.50
07/18	07/19	PPLN01	24692161199100774701223	AMZN Mktp US*2E3D96LZ2 Amzn.com/bill WA	\$962.25
07/22	07/23	PPLN01	24009581203300593894677	WEF MAIN 703-684-2400 VA	\$332.00
07/26	07/27	PPLN01	24492151207852612473919	LIEBERTCASS 310-981-2000 CA	\$1,000.00
07/26	07/27		74492151207852615321995	CREDIT VOUCHER LIEBERTCASS 3109812000 CA	\$100.00-
07/28	07/29	PPLN01	24692161209100162187173	Palm Sp Desert Sun 888-426-0491 IN	\$9.99
07/29	07/30	PPLN01	24692161210100965825935	AMZN Mktp US*2P3Y77FK0 Amzn.com/bill WA	\$212.00

Cardholder Account Summary					
RYAN WILLIAMS [REDACTED]		Payments & Other Credits \$0.00	Purchases & Other Charges \$8,601.70	Cash Advances \$0.00	Total Activity \$8,601.70

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/30	07/02	PPLN01	24943001182750007915182	HYATT RESORT @ SQUAW CRK 5304127034 CA	\$455.38
07/04	07/06	PPLN01	24269791186500617396572	KSC & SON CORPORATION - G INDIO CA	\$15.00
07/04	07/06	PPLN01	24269791186500617396655	KSC & SON CORPORATION - G INDIO CA	\$15.00
07/04	07/06	PPLN01	24269791186500617396739	KSC & SON CORPORATION - G INDIO CA	\$15.00
07/04	07/06	PPLN01	24269791186500617396812	KSC & SON CORPORATION - G INDIO CA	\$15.00
07/04	07/06	PPLN01	24269791186500617396994	KSC & SON CORPORATION - G INDIO CA	\$15.00
07/14	07/16	PPLN01	24692161196100119464027	AMERICAN RED CROSS 800-733-2767 DC	\$176.00
07/15	07/16	PPLN01	24801971197690279487403	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$192.00
07/15	07/16	PPLN01	24801971197690279489003	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$192.00
07/16	07/19	PPLN01	24559301199900019900041	SIGNATURE PARTY RENTALS 714-5456777 CA	\$91.98
07/26	07/27	PPLN01	24231681208837000048663	SMART AND FINAL 718 COACHELLA CA	\$63.69
07/26	07/27	PPLN01	24692161208100191334631	CHEVRON 0376952 COLTON CA	\$71.58
07/26	07/27	PPLN01	24692161208100191334649	CHEVRON 0376952 COLTON CA	\$176.00

Cardholder Account Detail Continued					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/26	07/28	PPLN01	24559301208900010900056	SIGNATURE PARTY RENTALS 714-5456777 CA	\$275.97
07/29	07/30	PPLN01	24755421210272106516772	WESTRUX INTERNATIONAL MOT 800-7331200 CA	\$6,830.41

Cardholder Account Summary					
HEBERTO MORENO [REDACTED]		Payments & Other Credits \$0.00	Purchases & Other Charges \$1,112.99	Cash Advances \$0.00	Total Activity \$1,112.99

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/14	07/15	PPLN01	24430991195828726381477	APPLE.COM/BILL 408-974-1010 CA	\$2.99
07/28	07/30	PPLN01	24692161210100771024251	IN *BACK MUNICIPAL CONSUL 513-7028534 OH	\$1,110.00

Cardholder Account Summary					
TINO TIJERINA [REDACTED]		Payments & Other Credits \$0.00	Purchases & Other Charges \$101.40	Cash Advances \$0.00	Total Activity \$101.40

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/02	07/04	PPLN01	24943011184010180482089	THE HOME DEPOT #6874 INDIO CA	\$26.07
07/09	07/11	PPLN01	24164071190730000126040	PECTO 1172 63511729 INDIO CA	\$75.33

Cardholder Account Summary					
EDUARDO LUNA [REDACTED]		Payments & Other Credits \$0.01-	Purchases & Other Charges \$112.28	Cash Advances \$0.00	Total Activity \$112.27

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/02	07/04	PPLN01	24943011184010180482088	THE HOME DEPOT #6874 INDIO CA	\$7.58
07/15	07/18	PPLN01	24943011197010184008315	THE HOME DEPOT #6874 INDIO CA	\$9.31
07/23	07/25	PPLN01	24801971205200863200079	BECK OIL INC LEE ESCHER 760-245-3477 CA	\$95.38
07/23	07/25	PPLN01	24906411204126483711934	GPS*Valley Sanitary Distr 888-6047888 CA	\$0.01
07/24	07/25		74906411205126560323540	CREDIT VOUCHER GPS*Valley Sanitary Distr 888-6047888 CA	\$0.01-

Cardholder Account Summary					
BRANDEN RODRIGUEZ [REDACTED]		Payments & Other Credits \$0.00	Purchases & Other Charges \$95.98	Cash Advances \$0.00	Total Activity \$95.98

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/27	07/28	PPLN01	24687201208027011898886	SUPER MARIO ICE CREAM INDIO CA	\$44.00
07/27	07/29	PPLN01	24137461209500831596521	STATERBROS181 PALM DESERT CA	\$51.98

Cardholder Account Summary					
HOLLY GOULD [REDACTED]		Payments & Other Credits \$0.00	Purchases & Other Charges \$7,846.26	Cash Advances \$0.00	Total Activity \$7,846.26

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/30	07/01	PPLN01	24801971182690190268145	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$192.00
06/30	07/01	PPLN01	24801971182690190276916	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$91.00
07/02	07/04	PPLN01	24687201183030020980587	SUPER MARIO ICE CREAM INDIO CA	\$14.25
07/02	07/04	PPLN01	24431061184091614000030	CIRO'S RESTAURANT LLC CHIRIACO SUMM CA	\$99.08

BL ACCT [REDACTED]

Account Number: [REDACTED]

Page 5 of 6

Cardholder Account Detail Continued					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/07	07/08	PPLN01	24493981189207710500967	CAL CHAMBER OF COMMERCE 800-331-8877 CA	\$114.65
07/08	07/09	PPLN01	24692161190100499032143	CBI*FLIPPINGBOOK LTD. 800-799-9570 IL	\$530.00
07/12	07/14	PPLN01	24207851194162701437049	CALIFORNIA ASSOCIATION OF 916-4460388 CA	\$2,380.00
07/29	07/30	PPLN01	24071051210330187460492	ESRI 888-3774675 CA	\$2,500.00
07/28	07/30	PPLN01	24692161210100771046288	IN *CV BBQ, INC. 760-6683370 CA	\$1,909.48
07/29	07/30	PPLN01	24692161210100125392651	Amazon.com*2P4FW60C1 Amzn.com/bill WA	\$15.80

Cardholder Account Summary					
ANNA BELL [REDACTED]		Payments & Other Credits \$0.00	Purchases & Other Charges \$3,671.50	Cash Advances \$0.00	Total Activity \$3,671.50

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/15	07/18	PPLN01	24755421197641973264624	STATE WATER BOARD 916-3415100 CA	\$3,500.00
07/15	07/18	PPLN01	24755421197641973264814	OPC STATE WB FEE 800-3525002 NE	\$80.50
07/21	07/22	PPLN01	24801971203690306352549	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$91.00

Cardholder Account Summary					
JIMMY GARCIA [REDACTED]		Payments & Other Credits \$97.91-	Purchases & Other Charges \$111.84	Cash Advances \$0.00	Total Activity \$13.93

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/23	07/25	PPLN01	24943011205010179795025	THE HOME DEPOT #6874 INDIO CA	\$111.84
07/23	07/25		74692161206100646030740	CREDIT VOUCHER THE HOME DEPOT 6874 INDIO CA	\$97.91-

Cardholder Account Summary					
DANIEL A MILLS [REDACTED]		Payments & Other Credits \$0.00	Purchases & Other Charges \$166.31	Cash Advances \$0.00	Total Activity \$166.31

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/14	07/16	PPLN01	24943011196010184430783	THE HOME DEPOT #6874 INDIO CA	\$124.05
07/14	07/16	PPLN01	24943011196010184430817	THE HOME DEPOT #6874 INDIO CA	\$13.41
07/28	07/30	PPLN01	24013391210004567188764	ARCTIC GLACIER USA INC WEST SAINT PA MN	\$7.53
07/28	07/30	PPLN01	24323001210206589200010	ARCTIC GLACIER - INDIO INDIO CA	\$21.32

Additional Information About Your Account
 IT IS NOT NECESSARY TO MAIL YOUR PAYMENT. YOUR ACCOUNT WILL BE AUTOMATICALLY PAID THROUGH A DIRECT DEBIT OF YOUR CHECKING OR SAVINGS ACCOUNT ON 08/10/21 PER YOUR AGREEMENT WITH US. THE DEBIT AMOUNT THIS MONTH IS \$28210.40

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$28,210.40
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 30		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									



**Valley Sanitary District
Board of Directors Meeting
August 24, 2021**

TO: Board of Directors

THRU: Beverli A. Marshall, General Manager

FROM: Anna Bell, Acting Facility Operations Manager

SUBJECT: Authorize the Purchase of a Hybrid Explorer LTD from Fiesta Ford in an Amount Not to Exceed \$64,000

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board to discuss the need to purchase of one Hybrid Explorer LTD in the Fiscal Year 2021/22.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 4: Increase Community Understanding and Support.

Fiscal Impact

The adopted Comprehensive Budget for FY 2021/22 includes the fiscal impact of \$64,000.

Background

This vehicle will serve multiple purposes for the District staff and the General Manager. The vehicle will serve as a transport vehicle for meetings, conferences, field trips, etc; since it has the ability to seat multiple individuals. The vehicle will also be outfitted with ancillary items (i.e., traffic control perimeter lighting, siren and speakers) to serve as an emergency response vehicle during disaster events.

Approximately \$54,000 will be the purchase from Fiesta Ford. The ancillary costs will be approximately \$10,000.

Recommendation

It is recommended that the Board of Directors authorize the General Manager to purchase a Ford Hybrid Explorer LTD from Fiesta Ford in the amount not to exceed \$64,000.

Attachments

Attachment A: Quotes from Fiesta Ford

Attachment B: Quotes from 10-8 Retrofit (traffic control lighting)

FIESTA



VALLEY SANITARY EXPLORER
21 EXPL HYBRID LTD
SALESPERSON: RON OLSON
7/20/2021 4:01 PM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Cash Deal Structure

Market Value	52,390.00
Discount Savings	-3,199.36
Vehicle Price	49,190.64
Document Prep Fee	85.00
Tire/Battery/VTR Fee	8.75
Sales Tax	4,312.38

Due On Delivery	53,596.77
------------------------	------------------

Tax: INDIO 8.75 %	8.75 %
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On Approved Credit - APR and Payment may vary based upon Credit History. Down Payment and Lender Approval. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: Indio 8.75 %



Preview Order 9999 - K7F - Limited RWD: Order Summary Time of Preview: 07/20/2021 12:01:59

Dealership Name: Fiesta Ford, Inc.

Sales Code : F71427

Dealer Rep.	RONALD OLSON	Type	Retail	Vehicle Line	Explorer	Order Code	9999
Customer Name	- Valley sanita	Priority Code	19	Model Year	2021	Price Level	150

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K7F0 EXPLORER LIMITED RWD	\$50105	P255/55R20 A/S BSW TIRES	\$0
.119 INCH WHEELBASE	\$0	JOB #3 ORDER	\$0
OXFORD WHITE	\$0	CA NEW MTR VEHICLE BOARD FEES	\$0
LEATHER SEATING SURFACES	\$0	ZND RW SPLT BENCH W/E-Z ENTRY	\$495
SANDSTONE INTERIOR	\$0	CLASS III TRAILER TOW PACKAGE	\$545
EQUIPMENT GROUP 310A	\$0	50 STATE EMISSIONS	\$0
.20" 10-SPOKE ALUMINUM WHEELS	\$0	FUEL CHARGE	\$0
3.3L HYBRID ENGINE	\$0	PRICED DORA	\$0
.10-SP MODULR HYBRD AUTO TRN	\$0	DESTINATION & DELIVERY	\$1245
TOTAL BASE AND OPTIONS			MSRP \$52390
DISCOUNTS			NA
TOTAL			\$52390

SHIP TO : F71427

78 990 Varner Road, Indio, CA, 92203-9710

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

10-8 RETROFIT, INC

415 W MAIN ST
 ONTARIO, CA 91762

Estimate

Date	Estimate #
7/23/2021	16639

Name / Address
Valley Sanitary District Maintenance Supervisor 45-500 Van Buren Indio, CA 92201

Ship To
Valley Sanitary District Maintenance Supervisor 45-500 Van Buren Indio, CA 92201

Year/ Make of Vehicle	Model	Terms	Rep	P.O. No.	Due Date
					3/23/2020

Item	Description	Qty	Rate	Total
EMPS2STS4F	>>> FRONT LIGHTING <<< mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Amber/White (UPPER GRILL)	4	106.25	425.00T
EMPS2STS4F	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Amber/White (LOWER GRILL)	2	106.25	212.50T
EMPSA05C2-F	4"x2" mpower Fascia with Stud Mount (AMBER/WHITE) (FOG LIGHTS)	2	152.215	304.43T
EMPS10013-A	>>>FRONT DOOR LIGHTING<<< 3' MPOWER FASCIA WITH SCREW MOUNT 8LED AMBER (INSIDE FRONT DOOR LIGHTING)	2	95.55	191.10T
EMPS2STS4F	>>>MIRROR LIGHTING <<< mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Amber/White	2	106.25	212.50T
PMP2BKUMB3-D	Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2020 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount - Driver Side	1	13.65	13.65T
PMP2BKUMB3-P	Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2020 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount - Passenger Side	1	13.65	13.65T
ENFWB003LW	>>>HEADLINER<<< 2020 FORD EXPLORER SPLIT FRONT AMBER/ WHITE	1	925.47	925.47T
MISC. CUSTOM	CUSTOM MADE BRACKETS	1	60.00	60.00T
	>>> SIDE LIGHTING <<<			

Subtotal

Sales Tax (7.75%)

Total

Phone #	Fax #	E-mail
909-986-5551	909-986-5506	Dan@10-8retrofit.com

10-8 RETROFIT, INC

415 W MAIN ST
 ONTARIO, CA 91762

Estimate

Date	Estimate #
7/23/2021	16639

Name / Address
Valley Sanitary District Maintenance Supervisor 45-500 Van Buren Indio, CA 92201

Ship To
Valley Sanitary District Maintenance Supervisor 45-500 Van Buren Indio, CA 92201

Year/ Make of Vehicle	Model	Terms	Rep	P.O. No.	Due Date
					3/23/2020

Item	Description	Qty	Rate	Total
ENL148A	nLINE 48" Running Light w/Bracket Mount, 10-16v - Solid Color - Amber LEDs (RUNNING BOARDS)	2	337.68	675.36T
EMPS2STS4F	>>>REAR CARGO WINDOW<<< mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Amber/White	2	106.25	212.50T
PMP2WSSSB	MPOWER 4" WINDSHIELD SHROUD BLACK	2	13.50	27.00T
EL3H12A10A	>>> REAR WINDOW <<< EL3H12A10A UltraLITE 12 Module Interior LED Lightbar w/ Single Warning Ends, Universal L-Brackets & 14 ft cable - Amber Center w/ Amber Warning Ends	1	556.00	556.00T
EMPS2STS4F	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Amber/White	4	106.25	425.00T
PMP2WSSSB	MPOWER 4" WINDSHIELD SHROUD BLACK	4	13.50	54.00T
EMPS2STS4F	>>> DECK LID <<< mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Amber/White	2	110.50	221.00T
PNFFTBRK2LPH	>>>LINCENSE PLATE<<< SOUNDOFF LICENSE PLATE BRACKET TO MOUNT 2 nFORCE FIT LIGHTS HORIZONTALLY	1	64.80	64.80T
EMPS1SLS1A	mpower® 3" Fascia Light w/ Stud Mount 18" hard wire w/ sync option (AMBER)	2	65.52	131.04T

Subtotal

Sales Tax (7.75%)

Total

Phone #	Fax #	E-mail
909-986-5551	909-986-5506	Dan@10-8retrofit.com

10-8 RETROFIT, INC

415 W MAIN ST
 ONTARIO, CA 91762

Estimate

Date	Estimate #
7/23/2021	16639

Name / Address
Valley Sanitary District Maintenance Supervisor 45-500 Van Buren Indio, CA 92201

Ship To
Valley Sanitary District Maintenance Supervisor 45-500 Van Buren Indio, CA 92201

Year/ Make of Vehicle	Model	Terms	Rep	P.O. No.	Due Date
					3/23/2020

Item	Description	Qty	Rate	Total
ETSA461HPP	>>> SIREN & SPEAKER <<< HAND HELD SIREN 100 WATT ETSA461HPP	1	433.53	433.53T
ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	280.00	280.00T
	>>>WIRES/SYSTEMS<<<			
ANTENNA KIT	ANTENNA KIT CABLE AND ANTENNA	1	45.00	45.00T
ANTENNA / SITCO	CCAS-SB-7-800 SITCO UNDERCOVER 760-896 MHZ	1	120.00	120.00T
MIC / MAGNETIC CLIP	MAGNETIC MIC CLIP	1	40.00	40.00T
6001-3001B	140 A TIME DELAY RELAY	1	120.00	120.00T
CB-150	150 AMP CIRCUIT BREAKER RESETABLE	1	29.72	29.72T
8028B / FUSE BLOCK E...	6 POS CONNECTABLE FUSE BLOCK WITH LED INDICATOR	2	25.00	50.00T
8030B / GROUND TERM...	12 POSITION GROUND TERMINAL CONNECTS WITH EGIS FUSE BLOCK 8028B	1	13.58	13.58T
ELECTRONIC BOARD	ELECTRONIC BOARD FOR EQUIPMENT SIREN/ FUSE / RADIO	1	75.00	75.00T
ELECTRONIC SHIELD	ELECTRONIC SHIELD METAL	1	45.00	45.00T
WIRE & TERMINAL	RELAYS 30 AMP , CIRCUIT BREAKER, FUSES, WIRE, CONNECTORS, ETC.	1	350.00	350.00T
LABOR 1	LABOR SHOP (INSTALL FRONT / SIDE/ REAR LIGHTING, INSTALL HHS3200, SPEAKER, INSTALL RADIO)	1	3,375.00	3,375.00

QUOTE GOOD FOR 30 DAYS FROM DATE ON ESTIMATE CALIFORNIA CERTIFIED SMALL BUSINESS #1758177 SALES TAX WILL BE CHARGED ON ANY LABOR FOR VEHICLES WITH FEWER THAN 500 MILES PER CA STATE BOE REGULATIONS			Subtotal	\$9,701.83
			Sales Tax (7.75%)	\$490.33
Phone #	Fax #	E-mail	Total	\$10,192.16
909-986-5551	909-986-5506	Dan@10-8retrofit.com		



**Valley Sanitary District
Board of Directors Meeting
August 24, 2021**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Ronald Buchwald, Engineering Services Manager

SUBJECT: Authorize the General Manager to Amend Contract with Carollo Engineers, Inc. for the Sewer Siphon Replacement Project for Additional Potholing of Utilities Not to Exceed \$26,607

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input checked="" type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors to review and discuss the proposed contract amendment from Carollo Engineers, Inc.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

Fiscal Impact

The total cost of this proposed contract amendment is \$26,607. The revised total contract amount is \$306,500 (originally \$279,893). The CIP design budget for this project is \$320,258. This project is included in the FY 2021/22 Capital Improvement Budget.

Background

On April 28, 2020, the Board awarded Task Authorization No. 20-01 to Carollo Engineers for the final design of the replacement of the Westward Ho sewer siphon crossing at the Coachella Stormwater Channel. Carollo has prepared 95% design plans which VSD submitted to Indio Water Authority (IWA), Coachella Valley Water District (CVWD) and other entities for plan check review in June 2021.

During IWA’s review, they identified a water main in Westward Ho that is within the construction zone. IWA believes this line is asbestos concrete pipe (ACP) but is not sure. IWA requires that all exposed sections of ACP pipe need to be removed and replaced with new cast iron pipe. Carollo and District staff would like to perform additional potholing to verify the location and material of the water main as well as three

other utilities within the construction zone. By performing this work now, it could save potentially significant change order costs during construction.

Recommendation

Staff recommends that the Board authorize the General Manager to execute a contract amendment with Carollo Engineers, Inc. for the Sewer Siphon Replacement Project for additional potholing of utilities not to exceed \$26,607.

Attachments

Attachment A: Carollo's proposed contract amendment dated August 9, 2021.



August 9th, 2021

Mr. Ron Buchwald, PE
District Engineer
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201

Subject: Proposal to Provide Engineering Services for the Replacement of the Westward-Ho Sewer Siphon Crossing the Coachella Stormwater Channel – (Amendment No. 1) Potholing

Dear Mr. Buchwald:

Carollo Engineers Inc. (Carollo) is pleased to submit this contract amendment to provide additional scope of services for the above project. This additional work includes potholing and design revisions for the proposed Sewer Siphon Crossing at the Coachella Stormwater Channel.

Below is a listing of the additional scope of work to be added to the original Master Services Agreement dated July 18, 2018 and Task Authorization No. 20-01 dated April 3, 2020.

SCOPE OF WORK

Note: *Scope of additional work in this amendment begins with Task 00 continuing from original scope of work.*

This proposal includes the following tasks:

Task 01 – Potholing and Report

Carollo will perform potholing at four locations on Westward Ho Drive. The potholing will be specifically focused on investigation and location of utilities near the HDD Receiving Pit and the New Manhole 3 for the proposed pipeline, including:

1. Locating, drilling and excavating four potholes on Westward Ho Drive and identifying approximate depths to identified utilities.
2. Coordinating with City of Indio and City of La Quinta in the permitting process, including Right-Of-Way, Traffic Control Services, and Encroachment Permits.
Revisions of the design to include additional details discovered during potholing process and to include details for revising the design drawings based on the results of the potholing results. In addition, if asbestos cement pipe (ACP) is revealed from potholing the existing 10-inch IWA water main, the exposed portion of the existing 10-inch IWA water main, will be replaced with a new 10-inch class 350 ductile iron pipe (DIP) section as requested by IWA’s recent comments dated 7-22-2021

Carollo will perform the following tasks:

01.01 – Drilling and Excavation of Potholes

Carollo will review available data and data used for previous potholing to investigate the work area for the presence of any buried utilities that are dangerous or require protection. Potholing, conducted by Carollo’s subconsultant Ultra Engineering, will include excavation, visual observation, setting witness points, and backfilling potholes per City of Indio standards.

Utilities will be pre-marked and Underground Service Alert (USA) will be notified. A written record of the pothole activity including clear sketches, markups, and digital photographs suitable for electronic delivery (email) will be provided by Ultra Engineering.

01.02 – Permitting

Mr. Ron Buchwald, PE
District Engineer
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201
August 9, 2021

Carollo's subconsultant Ultra Engineering will obtain the necessary permits such as the Right-Of-Way and Traffic Control Services permits from the City of Indio and City of La Quinta. Encroachment permits will also be obtained from agencies such as City of Indio, City of La Quinta and Indio Water Authority (IWA). Copies of permits will be provided for records.

01.03 – Design Revisions

Carollo will then prepare revisions to the design, including updates to the profile and additional detailing based on comments provided by IWA to remove asbestos cement water piping and replacing with ductile iron piping. Project Specifications will be updated to reflect pothole findings and design revisions.

Deliverables:

Task 01 Deliverables:

- Written record of potholing activity (in original file format and PDF format)
- Digital photographs showcasing located utilities (PDF format, JPEG format)
- Copies of obtained permits (PDF format)
- Updated design drawings (PDF format, CAD format)

BUDGET ESTIMATE

Carollo's estimated budget for this task 01 (Amendment No. 1) is **\$26,607**. Carollo propose to perform the above-described scope of services on a time and material and Not-To-Exceed Fee. A breakdown of our fee estimate is shown in Attachment A and below:

Total Carollo Labor:	\$12,050.00
Total ODCs:	\$400.00
Total Subconsultant Costs:	\$14,157.00
Total Fee:	\$26,607.00

Amendment 1 will result in adjusting the original contract amount by:

Original Contract Amount:	\$279,893.00
Additional Potholing	<u>\$26,607.00</u>
New Contract Total:	\$306,500.00

SCHEDULE

We anticipate Amendment No. 1 to take approximately 4 weeks and not impact the final design schedule. The project is currently under review by Coachella Valley Water District. For this reason, we request the original schedule to be extended to accommodate the time need to perform this task. This will extend the deadline for the final design to late-October 2021.

Please feel free to contact me or our project manager, Jerry Gantney, at (213) 279-3327 office/ (213) 905-8779 mobile should you have any questions regarding this proposal. Carollo appreciates the opportunity to work with the District on this important infrastructure project.

Mr. Ron Buchwald, PE
District Engineer
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201
August 9, 2021

Sincerely

CAROLLO ENGINEERS



Miko Aivazian, PE
Vice President
Principal-in-Charge



Jerry Gantney, PE, PLS
Vice President
Principal Civil Engineer

Attachment A – Amendment No. 1 Fee Estimate

Attachment A – Fee Estimate

VALLEY SANITARY DISTRICT
WESTWARD HO DRIVE SEWER REPLACEMENT
 ADDITIONAL POT HOLE WORK
 ADDENDUM 1

Task No.	TASK DESCRIPTION	Hourly Billing Rate	\$297	\$272	\$252	\$192	\$162	\$142	\$142	\$115	\$115	\$125	\$105	TOTAL HOURS	LABOR COST	OTHER DIRECT COSTS	SUBCONSULTANTS	SUBCONSULTANT MARK UP @10%	TOTAL PROJECT FEE
		Project Director	Supervising Professional	Senior Professional	Lead Professional I	Professional	Assistant Professional	Technician	Associate Professional	Assistant Professional	Senior Administrator	Administrator							
	TASK																		
1.0	Potholing for Additional Utilites in Westward Ho Drive	2	16	3	0	0	0	24	0	0	0	0	28	73	\$ 12,050	\$ 400	\$ 12,870	\$ 1,287	\$ 26,607
1.10	Preparing Pothole Map and Attending the Potholing Work in the Field	1	4										16	21	\$ 3,065	\$ 400	\$ 12,870	\$ 1,287	\$ 17,622
1.20	Updating the Existing Utilities		4					8					4	16	\$ 2,644				\$ 2,644
1.30	Updating the Final Design	1	8	3				16					8	36	\$ 6,341				\$ 6,341
TOTAL TASKS (1)		2	16	3	0	0	0	24	0	0	0	0	28	73	\$ 12,050	\$ 400	\$ 12,870	\$ 1,287	\$ 26,607



**Proposal for Air/Vacuum Excavation services -
For:
Carollo Engineers
Valley Sanitary District (8.3.21)**

Sunshine Saucedo

SSaucedo@Carollo.com

808.388.5623

August 3rd, 2021

ULTRA ENGINEERING CONTRACTORS, INC.



Proposal for Air/Vacuum Excavation services

Air/Vacuumping Excavation

Ultra Engineering Contractors, Inc. will provide air/vacuum excavation services to pothole for utilities at 4 locations in Coachella Valley per plan provided (*Ultra* will clear holes to 2' past anticipated depth and 1' in either direction before being deemed a 'dry hole').

Work Provided

Ultra Engineering Contractors, Inc. will –

- Obtain necessary permits.
- Handle Dig Alert markouts/meetings.
- Set up traffic control per WATCH plans.
- Set up protective barriers to shield pedestrians and traffic from flying debris (if necessary).
- Remove asphalt and document it's depth
- Use our Air/Vacuum Systems to remove dirt, rocks, sand or other to expose existing utilities.
- Document all utilities located with spray paint on the pavement as well as in writing and photographs in our logbooks.
- Replace and compact dirt over utilities. Compact in 1' lifts, to achieve approximately 90% compaction.
- Finish the hole with black dyed DOT concrete.
- Sweep and clean entire work area.
- Provide detailed logs and photographs of each pothole.

Time frame

Estimated time to complete the project is 2-3 days. Many factors can affect this estimate such as conflicts with subsurface utilities, density of subsurface, accessibility to area being excavated, tree roots, moisture content of soil, distance to spoils dump area, traffic control limits, etc. Ultra Engineering Contractors, Inc. will do its best to complete the work within this time frame, but will not guarantee or be penalized for not completing the work within this period.



Excluded from proposal (available at additional charges)

Ultra Engineering Contractors, Inc. does not include with this proposal-

- Disposal or transport of spoils off site.
- Permits in excess of \$1,500 (final bill will be adjusted to reflect actual cost).
- Permanent pavement repair/Hot Patch.
- Excavation beyond rock bed or water table.
- Professional Locating or Survey services.
- Shoring or shoring placement.
- "Pay when paid" terms or contracts that include retention.
- Billing packages that require Ultra to pay a fee in order to be paid (Textura, etc.)
- Insurance, bonds or endorsements beyond what Ultra already has in place.
- Participation in any OCIP/CSIP/WRAP without prior approval from Ultra Engineering.
- Projects with skilled/trained workforce requirements (without approval).
- Removal of paint marks.
- Backfilling with anything other than native soil (Class 2 Base, Slurry, etc.)

Cost

Ultra Engineering Contractors, Inc. will provide the services outlined in this proposal for –

Total - \$12,870 (Standard Rig):

Includes Permit (up to \$1,500), Dig Alert, Basic Traffic Control, PH Layout, Equipment, Excavation, Documentation, and Travel.

All work performed at Prevailing Wage Rates

JT West

Ultra Engineering Contractors, Inc.
36806 Pebley Ct
Winchester CA
92596
Office 1-951-223-3223 / Mobile 1-619-971-5235
JT@DigWithAir.com

License #971768
WBE
DIR#1000012104
Local #1184



**Valley Sanitary District
Board of Directors Meeting
August 24, 2021**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Ronald Buchwald, Engineering Services Manager

SUBJECT: Authorize the General Manager to Execute a Contract with Earth Systems Pacific to Provide Geotechnical Services for the Office & Training and Laboratory Buildings in an Amount Not to Exceed \$9,950

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input checked="" type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors to review and discuss the proposal from Earth Systems Pacific for Geotechnical Services.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

Fiscal Impact

The total cost of this proposal is \$9,950. The CIP budget for the two building projects is \$1,922,000. This project is included in the FY 2021/22 Capital Improvement Budget.

Background

SGH Architects is proceeding with final design of both the Office & Training Building and Laboratory Building. Geotechnical services are needed to properly design the buildings to meet building code requirements. SGH solicited three proposals from local geotechnical consultants. All three provided comparable proposals with a price ranging from \$9,950 to \$12,627. Earth Systems Pacific was the lowest price. They have provided geotechnical services for VSD in the recent past and have an office in Bermuda Dunes.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Earth Systems Pacific to Provide Geotechnical Services for the Office & Training and Laboratory Buildings in an amount not to exceed \$9,950.

Attachments

Attachment A: Earth Systems Pacific's Proposal dated August 9, 2021.

Attachment B: John Byerly's Proposal dated August 11, 2021

Attachment C: Noorzay Geotechnical Services Proposal dated, August 4, 2021

Valley Sanitary District
45-500 Van Buren Street
Indio, California 92201

**Proposal for Geotechnical Engineering Report
Valley Sanitary District Training Office & Lab Buildings
45-500 Van Buren St.
Indio, Riverside County, California**

August 9, 2021

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August 9, 2021

Proposal No.: BER-21-8-003

Valley Sanitary District
45-500 Van Buren Street
Indio, California 92201

Attention: Mr. John Rivera

Subject: **Proposal for Geotechnical Engineering Report**

Project: **Valley Sanitary District Training Office & Lab Buildings**
45-500 Van Buren Street
Indio, Riverside County, California

Earth Systems Pacific [Earth Systems] is pleased to submit this proposal to provide geotechnical and percolation testing services for the above referenced project. Since 1969, the Earth Systems group of companies has provided expert geo-professional services to assist our clients through all aspects of geotechnical and geologic engineering, environmental engineering, and construction related materials testing and inspection services. Our dedicated staff understands the diverse geotechnical, geologic, and construction-related issues that may affect the proposed project and will work to develop practical and economical geotechnical engineering solutions through innovative approaches. We have prepared this proposal based on our understanding of preliminary project information provided by the client. We have estimated the total number of borings and our fees based on unapproved precise grading plans provided by the client and also past work by Earth Systems at the site. We also understand that the proposed structure/s will be developed under the regulation of the current California Building Code [CBC] (2019). Based upon the anticipated conditions, the following sections describe our understanding of the project and our anticipated scope of services in order to meet the above requirements.

This project will be managed by Mr. Kevin Paul, GE 2930, will be the principal on the project and also oversee the engineering evaluation and report preparation. Mr. Mark Spykerman, EG #1174, will also oversee the interpretation of the site geologic conditions.

PROJECT UNDERSTANDING

Earth Systems obtained plans from SGH Architects (SGH Architects, 2021, Valley Sanitary District, Training Office & Lab Buildings, plans, 34 Sheets, dated "01/26/09"). The proposed project consists of two new buildings to be located south of the existing Administration Building, see Figure 1 below (yellow and orange border).

We understand the proposed project is located on a vacant area within the Valley Sanitary District plant. Based on project plans, the project is located at 45-100 Van Buren Street, Indio, California 92201. The Valley Sanitary District Plant is bounded by Van Buren Street to the west, a power plant and Whitewater Channel to the north, Whitewater Channel to the east, and vacant land and the Coachella Wild Bird Center to the south.

Unapproved project plans show two proposed buildings located roughly as shown in Figure 1 below. Plans show the new structures will be one to two-story with slab on grade construction. The structures will be made of wood or metal frame or reinforced masonry construction with shallow conventional foundation. Below grade basement levels are not anticipated.



Figure 1 Google Map View of Proposed Buildings and Past Earth Systems Reports

Earth Systems assumes column loads are anticipated not to exceed approximately 50 kips for spread footings and 3 kip/LF for wall loads. Based on the type of development, appurtenant site work is anticipated to include perimeter walls, trash enclosure, asphaltic pavement, driveway approaches, PCC sidewalk, underground utilities and landscaping.

Preliminary grading elevations were not available at this time. We assumed that proposed grades will be approximately those of existing site grades. Site soils are expected to be silty and silty sand in composition. Groundwater is anticipated to be near 25 feet below the ground surface. Bedrock is not expected within the limits of the borings.

The purpose of our study will be to explore the subsurface conditions and provide geotechnical recommendations for project design. This proposal contains a brief project description, our proposed approach to the project based upon our initial assessment of site conditions and readily available information, our proposed scope of services, schedule, and proposed fee. Since detailed services may involve greater expense, we ask that our clients participate in determining the level of service, which provides adequate information for their purposes. Please review this information and our proposed scope. If you should have any questions or suggested revisions to our scope, please do not hesitate to contact the signatory of this proposal. Our proposal is based upon the assumption that we will be provided full access to the site during normal business hours (M-F, 7 am to 6 pm) to complete field activities and that drilling with a gasoline powered drill rig equipped with a 140-pound hammer to drive the soil samplers can be used at the site.

PROPOSED SCOPE OF SERVICES

Our scope will include performing subsurface exploration, laboratory testing, and preparing one report of our findings and recommendations regarding geotechnical and geologic aspects of the project. Specific tasks are as follows:

Task 1 - Literature Review

We propose to begin our services by reviewing select geologic and geotechnical literature pertaining to the project. This will include a review of various hazard, fault and geologic maps prepared by the U.S. Geological Survey, Riverside County, and other governmental agencies as they relate to the site.

Task 2 - Utility Coordination, USA Layout

Each of our proposed field exploration locations will be located and marked in the field and cleared with known utility lines as identified by Underground Service Alert [USA]. Our proposed exploration locations will be located in the field by hand measuring devices such as tape or a wheel, based on the control provided, and a consumer grade hand-held GPS (accuracy +/- 15 feet). The accuracy of location will be governed by the method used.

Task 3 – Field Exploration

We propose to evaluate the general subsurface conditions at the site by utilizing a rubber tire truck-mounted drill rig utilizing hollow-stem auger type techniques. Borings will be performed to collect field data and soil samples to evaluate the general nature of the anticipated site soils. Our proposed exploration locations will be selected based on client provided information of the proposed improvements, and consider the nearby basin slope near the proposed structure in relation to slope stability.

Our planned exploration will include approximately three borings varying between 30 and 50 feet in depth below the ground surface or practical refusal. The 50-foot boring will be utilized to evaluate and compare/contrast the potential for differential soil settlement and seismic induced settlements and to verify that shallow groundwater is not present at the subject site. Boring depths are as measured below the existing ground surface and will be excavated to the approximate stated depth or to practical refusal, whichever occurs first. Boring depths may be adjusted depending on conditions encountered.

A representative from Earth Systems will maintain a log of the subsurface conditions encountered and will obtain samples for visual observation, classification and laboratory testing. Soils will be logged in general accordance with the Unified Soil Classification System. Our typical sampling interval within the borings will be approximately every 2½ to 5 feet to the full depth explored; however, sampling intervals may be adjusted depending on the materials encountered. Bulk samples of the soil materials will be obtained. The number of blows necessary to drive either a Standard Penetration Test [SPT] sampler or a modified California-type sampler within the borings will be recorded. The depth to groundwater will be measured, if encountered. Borings will be backfilled with the soils from the cuttings and tamped upon completion. Controlled

compaction of the backfill is not proposed. Our field exploration will be provided under the direction of a Certified Engineering Geologist and a Registered Engineer from our firm.

In the event that unusual site conditions not presently anticipated are encountered during the exploration, we will bring it to your attention and will discuss with you the effect of these conditions on both the estimated cost and timing of the report.

Task 4 - Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the physical characteristics of the materials encountered during our field exploration. We anticipate laboratory testing may include moisture content, dry unit weight, maximum density/optimum moisture content, sieve analysis, and consolidation/collapse potential. Testing will be performed in general accordance with American Society for Testing and Materials [ASTM] or appropriate test procedure. Selected samples will also be tested for a screening level of corrosion potential (pH, electrical resistivity, water-soluble sulfates, and water-soluble chlorides). Earth Systems does not practice corrosion engineering; however, these test results may be used by a qualified engineer in designing an appropriate corrosion control plan for the project. The tests selected and the frequency of testing may be modified and will be based on the subsurface conditions encountered.

Task 5 – Analysis and Report

Earth Systems will analyze the field data obtained, perform preliminary engineering analyses, and provide recommended design parameters for earthwork and foundations for the proposed structure/s. The results of our field exploration and engineering analysis will be summarized in a report prepared under the supervision of a Registered Engineer. Four copies of this report will be provided to the client. We anticipate that our report will include:

- A description of the proposed project including a site plan showing the approximate boring locations.
- A description of the surface and subsurface site conditions including groundwater conditions, as encountered in our field exploration.
- A description of the site geologic setting and possible associated geology-related hazards, including liquefaction, subsidence, and seismic settlement analysis.
- A discussion of regional geology and site seismicity.
- A description of local and regional active faults.
- A discussion of other geologic hazards such as ground shaking, landslides, flooding, and tsunamis.
- A discussion of site conditions, including the geotechnical suitability of the site for the general type of construction proposed.
- A “General Procedure” seismic analysis including geotechnical seismic design coefficients in accordance with the 2019 CBC.
- Recommendations for imported fill (if required) for use in compacted fills.

- Recommendations for foundation design including parameters for shallow foundations and building pad and subgrade preparation.
- Anticipated total and differential settlements for the recommended foundation system.
- Preliminary recommendations for the mitigation of seismic induced settlement.
- Recommendations for lateral earth pressures (active, at-rest, and passive) for retaining walls, including drainage requirements, coefficients of friction and seismic earth pressures.
- Evaluation of nearby basin slope stability.
- Recommendations for site preparation, earthwork, and fill compaction specifications.
- Discussion of anticipated excavation conditions, including shrinkage and/or bulking.
- Recommendations for underground utility trench backfill and import soils.
- Recommendations for stability of temporary trench excavations.
- Recommendations for slabs-on-grade (building slabs and walkways), including recommendations for reducing the potential for moisture transmission through interior slabs.
- Asphalt concrete pavement and Portland cement driveway recommendations for auto, driveways, and fire lanes (Traffic Index values of 5.0 for parking areas and 7.0 for driveways and fire lanes).
- Recommendations for collapsible or expansive soils (if applicable).
- A discussion of the corrosion potential of the near-surface soils encountered during our field exploration.
- An appendix, which will include a summary of the field exploration and laboratory testing program.

Optional Task 6 – Private Utility Locating

As USA does not locate utilities on private property. We offer, as an optional task item, to perform private utility locating at the proposed boring locations if utility plans are not available from the owner and they would like greater assurance of not encountering a buried utility during the drilling.

FEES

We propose to complete the proposed scope of work presented above assuming typical site conditions on a fixed-fee basis as detailed below:

Geotechnical Engineering Report and Seismic Hazards Evaluation (Tasks 1-5)	\$9,950.00
Private Utility Locating (Optional Task 6)	\$1,450.00

Typical site conditions assume reasonable accessibility for a truck mounted drill rig, permits are not required, monitoring by third parties are not required, and minimal delays for utility clearances. In the event that unusual site conditions not presently anticipated are encountered during the exploration, we will bring it to your attention and will discuss with you the effect of these conditions on both the estimated cost and timing of the reports.

Our scope and fee does not include a Phase I Environmental Site Assessment (ESA). Other services not included are private utility locating, percolation testing for private sewage, plan reviews, response to reviews, meetings, testing or observation during construction, or any other service not expressly detailed. If required, services in addition to the scope of work described above will be billed on a time-and-expense basis, based upon the Fee Schedule in effect at the time the services are provided.

Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to Prevailing Wage Law for non-professional field staff (i.e. drillers and helpers). In the event that the Department of Industrial Relations determines that additional Prevailing Wage Law applies to the project, (client) agrees to pay to Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to the Prevailing Wage Law on this project.

SCHEDULE

Based on the requested information, we feel confident that we can provide the geotechnical engineering report as outlined in this proposal in an expeditious manner. Typically, once authorization to enter the property and a signed contract, we will mark respective boring locations in the field. Subsequent to field marking, we will contact Underground Service Alert which requires 48 hours notification prior to any underground excavation or drilling. Depending on subcontractor availability, we anticipate excavating our field borings within one to two weeks after the minimum 48 hour wait required by Underground Service Alert. Drilling operations will take approximately one day to complete.

Laboratory testing is anticipated to take two weeks to complete after drilling is completed. This time frame is governed by the type of testing performed as certain tests anticipated for this project require at least two weeks to run. Normal time frames from receipt of authorization to report submittal is typically about five to seven weeks. If requested, we can provide preliminary design data in the interim period before the report is finalized.

TERMS FOR SERVICE

The following terms and conditions shall be incorporated into the agreement for services.

1. STUDY, MONITORING & INSPECTION: If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided

and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. SITE ACCESS & UTILITIES: Client has sole responsibility for securing site access, locating utilities, and any repair.

3. BILLING AND PAYMENT: Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule in effect at the time our services are provided. Prior to initiation of fieldwork, a retainer may be required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within 30-days from date of an invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Payment by Credit Card is subject to a 3% additional fee.

4. OWNERSHIP OF DOCUMENTS: Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION: This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION: In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Client further agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant, except that Consultant's liability for willful misconduct shall not be limited. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS: Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. ASSIGNS AND THIRD PARTIES: This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. STANDARD OF CARE: Consultant agrees to strive to perform its services that are intended solely for the use of the Client, in a proper and professional manner in accordance with current standards of environmental practice in this community at this time. The Client agrees to pay for and look to Consultant only for such performances. No warranty or guarantee is expressed or implied. Consultant and the Client agree that there are risks of earth movement and property damage inherent in land development and repair and that Consultant has not been authorized to perform the exhaustive and economically unfeasible investigation necessary to eliminate such risks.

10. EFFECTS OF SITE EXPLORATION: It is understood that in the normal course of providing these services, Consultant may be required to access the site to perform field exploration. All boreholes will be backfilled at completion; however, some settlement should be anticipated. Consultant will attempt to minimize the effects of the exploration operations on the site. However, it must be understood that some damage to existing roadways, vegetation, or other improvements may occur. Consultant does not propose to restore the site to the same condition as was present prior to the exploration operations.

11. ENVIRONMENTAL SERVICES: The scope of geotechnical services does not include any environmental assessment or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water or groundwater, or air, on or below, or around the site.

12. GOVERNING LAW, SURVIVAL AND FORUM SELECTION: The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.

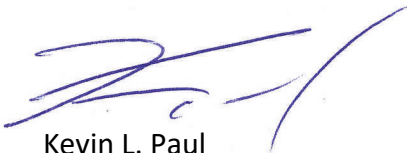
CLOSURE

If the proposed Scope of Services, Terms for Service and Fee are satisfactory, **please sign in the space provided.** Please return one copy to our office. This will constitute authorization for us to proceed with work on the project. Our fee will be billed subsequent to the submission of our final report to the client. Based on the passing of Assembly Bill No. 2629, services may not commence until the execution of a written contract. This agreement can be terminated by either party by notification in writing. Earth Systems responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client. This proposal is valid for a period of 90 days. If authorized after 90 days, Earth Systems reserves the right to reconsider the fees presented herein. We look forward to assisting you on this project and we thank you for the opportunity to submit this proposal.

If you have any questions or require additional information, please do not hesitate to contact the undersigned at (760) 345-1588.

Respectfully submitted,
EARTH SYSTEMS PACIFIC

AGREED TO AND ACCEPTED



Kevin L. Paul
Vice President, Principal Engineer

CLIENT NAME (IN PRINT)

***PLEASE RETURN A SIGNED COPY TO
EARTH SYSTEMS PACIFIC***

SIGNATURE AND TITLE

TIN/SSN (Tax ID No. /Social Security No.)
(This information and signature above authorizes us to review Client credit history.)

Proposal/ac/cgj/klp

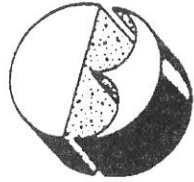
DATE

TELEPHONE NUMBER

Check Below to Authorize Optional Services:

Task 6 – Private Utility Locating

Distribution: 1/John Rivera, SGH Architects (jrivera@sgharch.com)
1/BER



John R. Byerly

INCORPORATED

August 11, 2021

Valley Sanitary District
45500 Van Buren Street
Indio, California 92201

File No.: C-1012
I.D. No.: 082104

Attention: Ron Buchwald, P.E.

Project: Valley Sanitary District, Office/Training Building and Laboratory Building,
45500 Van Buren Street, Indio, California

Subject: Proposal for Soils Investigation, Shear Wave Velocity Study, and Site-Specific
Ground Motion Analysis

Reference: e-mail re: Request for Proposal for Geotechnical Services, Valley Sanitary
District, Indio, California, John Anthony Rivera, SGH Architects, August 5, 2021
with attached Partial Site Plan, Floor Plan, Enlarged Floor Plan, Exterior
Elevations, and Building Sections

Ladies and Gentlemen:

We were pleased to be contacted regarding geotechnical engineering services for the subject project. To assist in the preparation of this proposal, we have reviewed the referenced partial site plan, floor plan, enlarged floor plan, exterior elevations, and building sections. We understand that planned improvements to the existing Valley Sanitary District facility will consist of the construction of an 8,810-square-foot office/training building and a 2,000-square-foot laboratory building. We also understand that the buildings will be of concrete block masonry construction incorporating concrete slab-on-grade floors. It is anticipated that the structures will exert moderate foundation loads on the underlying soils. The areas to be developed for the two new buildings are presently vacant and grass covered. The site for the proposed development appears to be at the approximate desired grade, and no significant additional cuts and fills seem likely.

Needed at this time is a proposal for a soils investigation. The purpose of our investigation would be to evaluate the soil conditions underlying the proposed building locations, and to provide recommendations for safe and economical foundation types, vertical and lateral bearing values, liquefaction and seismic settlement potential, and site preparation. The seismic design parameters as required by the 2019 edition of the California Building Code and the ASCE Standard 7-16 would be presented. An assessment of environmental concerns is not included in the scope of services.

In order to determine the new code required seismic design parameters, our consulting geophysicist, Terra Geosciences, would perform one shear wave line with a length of approximately 180 feet to 240 feet on the surface of the site. The data from the shear wave line would be interpreted and the site class would be defined in accordance with the 2019 edition of the California Building Code and the ASCE Standard 7-16. A site-specific ground motion analysis would subsequently be conducted to determine the seismic design parameters. The development of the seismic design parameters would be described in detail in a geologic report prepared on our behalf by our consulting engineering geologist, Terra Geosciences.

We have reviewed the Riverside County Information Technology's website and note that the site is situated in area of "high" liquefaction susceptibility. We therefore propose to explore the soils underlying the two new building sites by a total of five test borings excavated with a limited-access track-mounted flight-auger. One of the borings would be extended to a depth of at least 70 feet to confirm the base of potentially liquefiable deposits. The other borings would extend to depths ranging from 15 feet to 30 feet. Standard penetration tests would be performed as the 70-foot-deep boring is advanced to assist in the evaluation of the soils for the potential for liquefaction and seismically induced settlement. The soils encountered in the explorations would be examined and visually classified by one of our field engineers. Relatively undisturbed samples would be obtained at selected levels within the test borings and, together with bulk samples of typical soil types, delivered to our laboratory for testing and evaluation. The borings would be backfilled with the soil cuttings.

Included in our laboratory testing would be moisture/density determinations on all undisturbed samples. Optimum moisture content/maximum dry density relationships would be established for typical soil types so that the relative compaction of the subsoils could be computed. Consolidation and expansion index testing may be conducted on selected samples to determine their compressibility characteristics and expansion potential, respectively. A representative soil sample would also be tested for corrosion potential and the need for sulfate-resistant concrete. Based on our field and laboratory test data, and the findings of the geologic report, an engineering report would be prepared providing recommendations as outlined above.

Our fees are predicated on time consumption computed at the rates shown on the enclosed Schedule of Fees. Our fees accommodate prevailing wage rates required by the State of California. An itemization of the anticipated fees is presented below.

FIELD EXPLORATION

Service	Quantity	Unit Rate/Hr.	Total
Limited-access drill rig	8 hours	444.00	3,552.00
Limited-access drill rig (mob/demob)	1 day	540.00	540.00
Field engineer	10 hours	120.00	1,200.00
Boring stakeout, proposal time	6 hours	85.00	510.00
Total:			\$5,802.00

LABORATORY TESTING

Service	Quantity	Unit Rate/Hr.	Total
Moisture/density tests	2 hours	75.00	150.00
Maximum density determinations	3 tests	180.00	540.00
Consolidation tests	2 tests	200.00	400.00
Expansion index tests	1 test	150.00	150.00
Corrosion and sulfate analyses	1 test	150.00	150.00
Total:			\$1,390.00

ENGINEERING

Service	Quantity	Unit Rate/Hr.	Total
Drafting	1 hour	85.00	85.00
Staff engineer	8 hours	120.00	960.00
Project engineer	4 hours	150.00	600.00
Principal engineer	1 hour	190.00	190.00
Shear wave velocity study	1	2,600.00	2,600.00
Site-specific ground motion analysis	1	1,000.00	1,000.00
Total:			\$5,435.00
Grand Total:			\$12,627.00

The estimated fee presented above assumes that the field portion of the soils investigation would be performed on a weekday during normal business hours. We would consider \$12,627 a maximum figure not to be exceeded without the client's express permission. This cost estimate is valid for 90 days subsequent to the date of this proposal. The cost estimate assumes that drilling on the site can be performed during a weekday.

Prior to conducting the field investigation, a meeting would be coordinated with Underground Service Alert and a representative of the Valley Sanitary District to locate underground utility lines that may be in the vicinity of our exploratory borings. We cannot proceed with our field exploration until a representative of the Valley Sanitary District has verified that our boring locations are clear of buried utilities. Our firm would not be responsible for damage to underground utilities not identified by Underground Service Alert or the Valley Sanitary District. The fee estimate presented above does not include time for our firm to locate existing utilities. The cost estimate includes a trip to the site to stake or mark our test boring locations and to coordinate the boring locations with a representative of the Valley Sanitary District, and another trip to perform the actual exploration operations.

Enclosed you will find two copies of our standard Agreement. If the scope of services and fee estimate are satisfactory, please sign one copy of the Agreement and return that copy to this office. If preferable, you may forward your purchase order or consultant retention agreement for our signature.

We appreciate the opportunity to provide you with this proposal. Should there be questions, please feel free to contact this office.

Respectfully submitted,

JOHN R. BYERLY, INC.



John R. Byerly, P.E.
President
R.E. No. GE179, Exp. 6/30/23

JRB:MLL:jet

Enclosures: Schedule of Fees
 Agreement

A G R E E M E N T

John R. Byerly, Inc. hereinafter referred to as Geotechnical Engineer and the Client, hereinafter referred to as client.

Client agrees to retain the services of the Geotechnical Engineer in connection with the property described in the attached proposal letter; and Geotechnical Engineer agrees to the retention of its services by Client upon the following terms and conditions:

- (1) Geotechnical Engineer will render such services as are described in the proposal letter attached with this agreement, and such additional work as may be described in addendum proposal letters by the Geotechnical Engineer.
- (2) Client agrees to pay the Geotechnical Engineer for said services on a time consumption basis as shown on the attached Schedule of Fees.

TERMINATION

In the event that Client requests termination of the work prior to completion, Geotechnical Engineer reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and where considered necessary to protect his professional reputation, to complete a report of the work performed to date. Therefore, in addition to those charges incurred up to the date of termination, a termination charge to cover the cost of the additional necessary work performed after the request to terminate has been received shall be made, not to exceed 30% of all charges incurred to date of the stoppage of the work.

(A) TERMS OF PAYMENT

Geotechnical Engineer, after the end of each calendar month, or at completion of any phase of the work, shall submit to Client, in duplicate, an itemized bill for services rendered and costs incurred. Said bill shall be due and payable when rendered. If after a period of thirty (30) days, said bill remains unpaid, interest at the rate of 10% per annum will be paid by Client on all unpaid accounts from the date of the billing. Client agrees to pay court and reasonable attorney's fee should suit be commenced in court to collect any portion of the account.

(B) SCOPE OF SERVICES TO BE PERFORMED

- (1) **Scheduling:**
Work will be scheduled as soon as practicable and such scheduling will be contingent upon unavoidable delays in performance beyond the Geotechnical Engineer's reasonable control, or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Geotechnical Engineer's work properly, or due to late or slow, or faulty performance by Client, contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance with the Geotechnical Engineer's work. The Geotechnical Engineer shall not be responsible for damage due to the aforementioned delays. In the event of occurrence of such delays, an unreasonable delay resulting from such cause, Client shall have the right to declare this contract terminated, thereby discharging both parties herein, as to any remaining obligations hereunder. In the event Client exercises its rights pursuant to this paragraph, Client shall notify the Geotechnical Engineer in writing of such act and agree to pay the Geotechnical Engineer, pursuant to the fees schedule, for all work and services actually performed by the Geotechnical Engineer, in accordance with the Termination Clause.
- (2) **Subcontracting:**
Normal subcontracting may be for drilling or other excavation equipment, but may also include the following: computer services; furnishing and driving test piling; special testing, e.g. agronomical, corrosion, x-ray; geological or other consulting services; and aerial surveys.

(C) GENERAL TERMS

- (1) **Project Understanding**
Client shall make available all information to the Geotechnical Engineer regarding existing and proposed conditions of the site. The information shall consist of, but not limited to, plot plan, locations of structures, building plans, grading plans, topographic data, previous soil data including borings, field or laboratory testing and written reports. Any changes in plans or additional information which might become available affecting the Geotechnical Engineer and noted by the Client or his agents shall be submitted to the Geotechnical Engineer as they become available. It will be the responsibility of the Client to notify the Geotechnical Engineer of any changes in the concept of the project. Where drawings, data and other information are provided to the Geotechnical Engineer, he will rely upon such information to the extent intended by the Client. Client agrees to indemnify and hold harmless the Geotechnical Engineer from injury or death of persons or damage to property as a result of such reliance.
- (2) **Safety**
Client agrees to provide a safe place for the Geotechnical Engineer's employees to perform their duties in furnishing the services provided for under this contract.
- (3) **Client's Existing Property**
As between Geotechnical Engineer and Client, the Client assumes responsibility for all loss or damage to Client's existing property caused by perils usually insured against under fire and extended coverage insurance, which includes coverage for explosions and agrees to and does hereby waive subrogation against the Geotechnical Engineer under any insurance which Client may carry.
- (4) **Claims**
In the event the Client makes a claim against the Geotechnical Engineer or at law or otherwise for any alleged error or omissions or other acts arising out of performance of the professional services, and the Client fails to prove such claims, the Client shall pay all costs and attorney's fees incurred by the Geotechnical Engineer in defending itself against the claim.
- (5) **Access to Site**
Client agrees to give or obtain permission and any permits necessary to allow the Geotechnical Engineer access to the site for all necessary equipment and personnel, at no charge to the Geotechnical Engineer.

(6) **Waiver of Contract Provisions**

None of the provisions of this contract shall be considered waived by the Geotechnical Engineer unless such waiver is given in writing by the Geotechnical Engineer. Any failure of the Geotechnical Engineer at any time to enforce or require the strict keeping and performance of any of the terms or conditions of this contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such items or conditions in any way or the right of the Geotechnical Engineer at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

(7) **Conflicts**

Conflicts between specifications, drawings, data, codes, laws, ordinances, regulations, by-laws, and the like, applicable to the work must be resolved to the satisfaction of the Geotechnical Engineer. Client shall in writing notify the Geotechnical Engineer or his field superintendent of any conflict. The Geotechnical Engineer shall not work on the affected item or items until the conflict has been resolved.

(8) **Warranty**

The Client recognizes the inherent risk connected with construction. In performing their professional services, the Geotechnical Engineer will use the degree of care and skill ordinarily exercised under similar circumstances, by reputable members of their profession practicing in the same or similar localities. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

(9) **Ownership of Documents**

All reports, field exploration logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Geotechnical Engineer, as instruments of service, shall remain the property of the Geotechnical Engineer.

(10) **Limitation of Liability**

It is agreed that Client will limit any and all liability, claims for damages, costs of defense, or expenses to be levied against the Geotechnical Engineer on account of any design defects, errors or omissions of professional negligence to a sum not to exceed \$10,000.00 or the amount of their fee, whichever is greater. Client agrees to notify any contractors or subcontractors who may perform work in connection with any design, reports or studies prepared by Geotechnical Engineer of such limitation of liability for design, defects, errors, omissions or professional negligence and requires as a condition precedent to their performing the work a like limitation of liability on their part as against the Geotechnical Engineer. In the event Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions or professional negligence, any liability of the Client and the Geotechnical Engineer to such contracts or subcontracts arising out of an alleged defect, error or omission or professional negligence shall be allocated between the Client and the Geotechnical Engineer in such a manner that the aggregate liability for damages for such design defects to all parties, including the Client, shall not exceed \$10,000.00 or the amount of the Geotechnical Engineer's fee, whichever is greater.

(11) This contract contains all of the agreements of the parties and there are no other agreements, oral or written between the Client or the Geotechnical Engineer.

I have read and understand the above and hereby authorize the Geotechnical Engineer to proceed with the work in terms of this contract. I further acknowledge by my signature that I have power to act for client and to authorize this work.

JOHN R. BYERLY, INC.

By _____


JOHN R. BYERLY
President

By _____

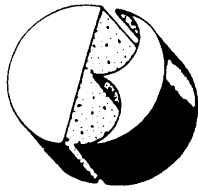
Authorized Signature

August 11, 2021

Date

Print Name & Title

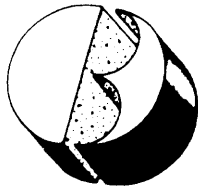
Date



John R. Byerly
I N C O R P O R A T E D

SCHEDULE OF FEES

APRIL 8, 2021



John R. Byerly

I N C O R P O R A T E D

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SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

PROFESSIONAL PERSONNEL

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Principal Engineer	Per Hr.	\$ 190.00	
Project Engineer	Per Hr.	150.00	
Project Geologist	Per Hr.	150.00	
Staff Engineer	Per Hr.	125.00	
Staff Geologist	Per Hr.	125.00	
Expert Witness Preparation	Per Hr.	190.00	
Expert Witness Testimony (at trial or deposition)	Per Hr.	300.00	

FIELD PERSONNEL

Field Technician (including density testing)	Per Hr.	90.00	116.00
Supervising Field Technician	Per Hr.	125.00	
Staff Engineer	Per Hr.	125.00	
Field Exploration Equipment		Local Prevailing Rate + 20%	
Subsistence		Quotation	

GEOTECHNICAL LABORATORY TESTING

Laboratory Technician	Per Hr.	\$ 75.00
Supervising Laboratory Technician	Per Hr.	95.00
Atterberg Limits		
Liquid Limit	Each	80.00
Plastic Limit	Each	90.00
Shrinkage Limit	Each	100.00
Plasticity Index	Each	170.00
California Bearing Ratio - CBR		
(at specified moisture content - does not include optimum		
moisture content and maximum dry density determination)		
	Each	450.00

Geotechnical Laboratory Testing (continued)		Regular Rate	Prevailing Wage Rate
Consolidation Testing (without time rate).....	Each	\$ 200.00	
Add one time rate	Each	90.00	
Corrosion Tests			
pH.....	Each	45.00	
Minimum Resistivity.....	Each	45.00	
Sulfate	Each	45.00	
Chloride	Each	45.00	
Redox Potential	Each	45.00	
Sulfide	Each	45.00	
Corrosion Series.....	Each	250.00	
Direct Shear Tests (3-point)	Each	250.00	
Direct Shear Tests - Residual (per point).....	Point	140.00	
Expansion Index.....	Each	150.00	
Expansion Study (3 points remolded) (maximum density not included)	Each	340.00	
Grain Size Analysis (Gradation)			
Sieve Analysis (including wash passing No. 200 sieve)	Each	130.00	
Sieve Analysis Plus Hydrometer	Each	250.00	
% Passing No. 200 Sieve.....	Each	60.00	
Optimum Moisture and Maximum Dry Density			
Lab Max – (4-inch mold)	Each	180.00	
Lab Max – (6-inch mold)	Each	200.00	
Lab Max – California 216 Method	Each	200.00	
Organic Content	Each	60.00	
Moisture Content.....	Each	30.00	
Moisture/Density Determination – Tube Sample	Each	45.00	
“R” Value			
Untreated Material.....	Each	285.00	
Lime or Cement Treated Material	Each	300.00	
Sand Equivalent (average of 4).....	Each	120.00	

SPECIAL INSPECTION SERVICES

INSPECTION FEES

		Regular Rate	Prevailing Wage Rate
Aggregate, Plant Sampling	Hour	\$ 90.00	\$ 116.00
Asphalt, Paving	Hour	90.00	116.00
Asphalt, Batch Plant	Hour	90.00	116.00
Commercial Building Inspection (Wood Framing, ICC)	Hour	90.00	116.00
Concrete, Batch Plant	Hour	90.00	
Concrete, Placing	Hour	90.00	116.00
Concrete, Placing Pre-Stress	Hour	90.00	116.00
Concrete, Pre and Post-Tensioning	Hour	90.00	116.00
Drilled Piers or Piles	Hour	90.00	116.00
Driven Piles	Hour	90.00	116.00
Field Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC)	Hour	95.00	116.00
Fireproofing Inspection	Hour	90.00	116.00
Ground Rod	Hour	100.00	128.00
Gunite, Placing	Hour	90.00	116.00
Hi-Tensile Bolting	Hour	90.00	116.00
Magnetic Particle Testing	Hour	120.00	140.00
Masonry Placing Inspection	Hour	90.00	116.00
Pachometer Meter Reinforcing Steel Locator	Hour	100.00	130.00
Pull Tests of Anchor Bolts/Dowels	Hour	95.00	120.00
Reinforcing Steel, Placing	Hour	90.00	116.00
Schmidt Concrete Hammer	Hour	100.00	125.00
Shop Welding Fabrication (AWS-CWI, AWS-ACWI and ICC)	Hour	95.00	
Skidmore Testing	Hour	150.00	200.00
Special Inspector	Hour	90.00	116.00
Tag, Identify, and Sample Rebar or Structural Steel	Hour	90.00	116.00
Torque Testing of High Strength Bolts	Hour	95.00	120.00
Ultrasonic Testing	Hour	120.00	140.00
Witness Installation of High Strength Bolts	Hour	90.00	116.00

MATERIALS TESTING SERVICES

AGGREGATE TEST

Absorption	Each	\$ 40.00
Clay Lumps and Friable Particles	Each	75.00
Cleanness Value (Fine or Coarse)	Each	125.00
Decantation (No. 200)	Each	35.00
Deleterious Substances Determination	Each	115.00
Durability Test (Fine or Coarse) *	Each	165.00
Fineness Modulus (Including Sieve Analysis)	Each	130.00
Flat and Elongated Pieces (Per Size Fraction)	Each	105.00
Fractured Faces (Per Size Fraction)	Each	105.00
Light Weight Particles	Each	135.00

Aggregate Test (continued)

		Regular Rate	Prevailing Wage Rate
Los Angeles Rattler	Each	\$ 230.00	
Moisture	Each	30.00	
Organic Impurities	Each	55.00	
Percent Clay in Sands by Hydrometer	Each	180.00	
Percent Passing No. 200 Sieve	Each	50.00	
Percent Shale	Each	95.00	
Permeability of Granular Soil (ASTM D 2434)	Each	225.00	
Potential Reactivity (Chemical Method)	Each	Quotation	
Sand Equivalent	Each	120.00	
Sieve Analysis (Fine or Coarse - Processed)	Each	80.00	
Sieve Analysis (Pit Run)	Each	130.00	
Soft Particles	Each	95.00	
Soundness of Sodium Sulfate (Fine or Coarse)	Each	325.00	
Specific Gravity (Fine or Coarse)	Each	75.00	
Voids	Each	65.00	
Weight Per Cubic Foot	Each	75.00	
Deposit Evaluation	Each	Quotation	

* Lightweight aggregate also requires Specific Gravity and Absorption Testing

ASPHALT PAVING MATERIALS

Asphalt Paving Inspection	Hour	\$ 90.00	\$ 116.00
Plant Control during Operations	Hour	90.00	
Coring with Diamond Bit (Includes Bit Charge) (Contractor to provide access)	Hour	140.00	160.00
Density of Cores	Each	45.00	
Film Stripping	Each	80.00	
Los Angeles Rattler	Each	230.00	
Laboratory Standard Density (Marshall)	Each	200.00	
Laboratory Standard Density (Hveem)	Each	200.00	
Moisture Vapor Susceptibility		Quotation	
Mix Design	Each	135.00	
Mix Design Studies (Marshall or Hveem)	Each	450.00	
Pavement Evaluation		Quotation	
Plant Sample - % Asphalt, Ignition Oven	Each	145.00	
Plant Sample - % Asphalt and Gradation, Ignition Oven	Each	230.00	
Ignition Oven Aggregate Correction	Each	180.00	
Sand Equivalent	Each	120.00	
Sieve Analysis	Each	80.00	
Soundness Test (Sodium Sulfate) (Fine or Coarse)	Each	325.00	
Stability Test - "S" Value (Hveem Method)	Each	250.00	
Stability Test (Marshall Method - Set of 3)	Each	250.00	
Theoretical Maximum Specific Gravity (Rice)	Each	150.00	
Thickness of Pavement	Each	15.00	

CONCRETE

		Regular Rate	Prevailing Wage Rate
Absorption – Concrete Pipe or Tile (ASTM C497)	Each	\$ 30.00	
Batch Plant Inspection.....	Hour	90.00	
Concrete Placing Inspection	Hour	90.00	116.00
Coring (Includes Bit Charge).....	Hour	140.00	160.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour	90.00	116.00
Field Technician	Hour	90.00	116.00
Molding Cylinders and Beams	Hour	90.00	116.00
Pachometer Reinforcing Steel Locator	Hour	100.00	130.00
Pick up Cylinders.....	Hour	80.00	
Pre-Stress and Post-Tensioning Inspection.....	Hour	90.00	116.00
Schmidt (Rebound) Hammer	Hour	100.00	125.00
Compression Test – 6"x12" and 4"x8" Cylinders	Each	27.50	
Hold Cylinders (Not Tested).....	Each	15.00	
Compression Test – Concrete or Shotcrete Cores 8" Maximum Diameter	Each	30.00	
Compression Test – Shotcrete - 6"x12" and 4"x8" Cylinders.....	Each	40.00	
Compression Test – Gypsum Cylinders.....	Each	30.00	
Gypsum Cylinders – Dried to Constant Weight	Each	22.00	
Mix Designs			
First Design (Exclusive of Aggregate Tests).....	Each	120.00	
Additional Design (Same Report).....	Each	90.00	
Review of Mix Design.....	Each	120.00	
Modulus of Elasticity – 6"x12" Cylinders	Each	125.00	
Modulus of Rupture (Flexure) – 6"x6" Beams	Each	80.00	
Moisture Vapor Kit.....	Each	25.00	
Saw-Cutting Samples for Testing (If Required)	Each	10.00	
Shrinkage Test (Set of 3)	Each	450.00	
Slump Cone (Refundable upon Return of Cone)	Deposit	50.00	
Splitting Tensile Test.....	Each	50.00	
Trial Batch in Laboratory (Including Air Content, Unit Weight Water Demand, Slump and Strength Determinations (1 at 7 days and 2 at 28 days).....	Each	450.00	
Unit Weight of Cylinders.....	Each	25.00	

* No charge if cylinder returned to us for testing

FIREPROOFING TESTS

Compression	Each	\$ 45.00	
Cohesion/Adhesion	Each	45.00	
Density	Each	40.00	
Dry Film Fireproofing Testing.....	Hour	120.00	\$ 140.00
Fireproofing Inspection.....	Hour	85.00	113.00

CONCRETE MASONRY UNIT (CMU) AND BRICK

		Regular Rate	Prevailing Wage Rate
Coring (Includes Bit Charge)	Hour	\$ 140.00	\$ 160.00
Coring Assistant (Required for Work from Ladder or Scaffolding)	Hour	90.00	116.00
In-Place Shear Testing	Hour	90.00	116.00
Masonry Placing Inspection	Hour	90.00	116.00
Molding Grout and Mortar	Hour	90.00	116.00
Pickup Grout and Mortar Samples	Hour	80.00	
Sample Masonry Units	Hour	90.00	
CMU, Compression	Each	45.00	
CMU, 24-Hour Absorption	Each	40.00	
CMU, Moisture Content	Each	40.00	
CMU, Density (Unit Weight)	Each	30.00	
CMU, Lineal Shrinkage (Rapid Method)	Each	90.00	
CMU, Dimensions	Each	20.00	
CMU, C140 Complete Testing	Each	650.00	
Brick, Compression	Each	35.00	
Brick, 24-Hour Absorption	Each	40.00	
Brick, 5-Hour Absorption	Each	40.00	
Brick, Modulus of Rupture	Each	35.00	
Grouted Masonry Prism Compression	Each	175.00	
Hydraulic Conductivity (Permeability) (ASTM D 5084)	Each	350.00	
Mortar and Grout Specimens, Compression	Each	30.00	
Masonry Cores, Compression 8" Maximum Diameter	Each	50.00	
Masonry Cores, Shear 8" Maximum Diameter	Each	70.00	
Tensile Test – CMA Method	Each	160.00	
Saw-Cutting Samples for Testing (If Required)	Each	10.00	
Unit Weight of Units	Each	25.00	
Mortar Cement Permeable Voids (ASTM C642)	Each	75.00	

REINFORCING AND STRUCTURAL STEEL

Anchor Bolts		Quotation	
Bolt – Hardness Only	Each	\$ 40.00	
Bolt – Wedge Tensile (Up to 100,000 lbf)	Each	100.00	
Hi-Strength Bolting	Hour	90.00	\$ 116.00
Field Welding Inspection (AWS-CWI, (AWS-ACWI), and ICC)	Hour	90.00	116.00
Magnetic Particle Testing	Hour	120.00	140.00
Nut – Hardness (Proof Load Under 100,000 lbf)	Each	45.00	
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf)	Each	55.00	
Shop Welding (AWS-CWI, AWS-ACWI, and ICC)	Hour	95.00	
Skidmore Testing	Hour	150.00	200.00
Tag, Identify, and Sample Reinforcing Steel	Hour	90.00	
Tag and Identify Structural Steel	Hour	90.00	116.00

Reinforcing and Structural Steel (continued)

		Regular Rate	Prevailing Wage Rate
Tension and Elongation (Reinforcing Steel)			
No. 11 or Smaller	Each	60.00	
No. 14	Each	120.00	
No. 18 (Proof Test)	Each	120.00	
Ultrasonic Testing	Hour	\$ 120.00	\$ 140.00
Washer - Hardness	Each	35.00	
Welder's Qualification Test – AWS and ASME Procedures		Quotation	
Bend Test (Reinforcing Steel)	Each	60.00	
Welded Wire Mesh Bend Test	Each	60.00	
Welded Wire Mesh Shear Test	Each	60.00	
Tension (Structural Steel)	Each	60.00	
Bend Test (Structural Steel)	Each	60.00	
Torque Testing of High Strength Bolts	Hour	95.00	120.00
Witness Installation of High Strength Bolts	Hour	90.00	116.00
Machining Coupons for Test (Tensile or Bend)		Quotation	

ROOF TILE

Sample Roof Tile	Hour	\$ 85.00	
Strength	Each	50.00	
Absorption	Each	50.00	
Permeability	Each	70.00	

TESTING MACHINE - 400,000 LB. UNIVERSAL

Machine with Operator	Hour	\$ 275.00	
Additional Technician	Hour	75.00	

MISCELLANEOUS

Expert Witness Testimony	Hour	\$ 300.00	
Expert Witness Preparation	Hour	190.00	
Modular Construction, Inspection and Certification	Hour	90.00	\$ 116.00
Roof Tests and Inspection	Hour	90.00	116.00
Structural Failure Investigation		Quotation	
Verification of Fabricator's Quality Control Capabilities		Quotation	
Welder Qualification Test		Quotation	
Glue Laminated Structural Lumber	Local Prevailing Rate + 20%		

**ALL REPORTS ARE REVIEWED BY REGISTERED CIVIL ENGINEERS APPROVED BY
THE STATE OF CALIFORNIA, DIVISION OF STATE ARCHITECTURE**

CONDITIONS AND WORKING HOURS

<u>Minimum Charges</u>	There will be no minimum charges for inspection services. Other than late cancellation fees, client will be charged only for time spent on-site plus applicable travel time
<u>Travel Time</u>	Travel time from Bloomington to site of work and return will be charged at applicable hourly rate.
<u>Clerical Time</u>	Clerical time for report preparation is included in the hourly and unit rates for inspectors and testing. There will be no additional charge for clerical preparation of reports.
<u>Regular Time</u>	First 8 hours, Monday through Friday between 6 a.m. and 5 p.m.
<u>Time and One-Half</u>	First 12 hours on Saturday Monday through Friday after first 8 hours through 12 hours of shift or for hours worked between 5 p.m. and 6 a.m.
<u>Double Time</u>	All day Sunday and after first 12 hours Monday through Saturday. Holidays: New Year's, Memorial, Independence, Labor, Veterans, Thanksgiving, Day after Thanksgiving, Christmas Day.
<u>Prevailing Wage Projects</u>	Separate rates are provided for those projects where SB 1999 prevailing wage requirements are applicable. Our prevailing wage rates will increase in consistence with predetermined increases mandated by the California Department of Industrial Relations.
<u>Parking</u>	When not furnished for Inspector, parking will be charged as paid by the Inspector.
<u>Agency Approval of Special Inspectors</u>	Agency (e.g. Building and Safety Department) fees for approval or registration of special inspectors for a specific job will be charged to the client with no mark-up. Inspector's time to submit qualifications for agency approval will be charged at straight time rate.
<u>Subsistence</u>	On remote jobs, subsistence, when not furnished for Inspector, will be charged by Quotation.
<u>Completion</u>	Inspector will remain on job until discharged by competent authority.
<u>Cancellation</u>	No charge if made before 3:00 p.m. of the preceding day. If cancellation is received after 3:00 p.m. of the previous day, a late cancellation fee equivalent to 2 hours of requested inspection service may be charged.
<u>Terms of Payment</u>	Fees charged are for professional and technical services and are due on presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1-1/2% per month will be added to the unpaid balance (APR 18%). Any invoice under \$100.00 will be C.O.D. All invoice errors or necessary corrections shall be brought to the attention of the company within fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoices are correct and valid. John R. Byerly, Inc. reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against John R. Byerly, Inc., its subsidiaries, affiliates, servants and agents, for termination of work on account of these terms.

Terms of Payment
Continued

Should it be necessary to refer a past-due account to an attorney, to file suit for collection, or to file suit to collect mechanics lien, customer agrees to pay all reasonable expenses and costs incurred thereby, including reasonable attorney fees and costs. Jurisdiction and venue shall be in San Bernardino County, State of California.

Limitation of Liability

It is agreed that Client will limit any and all liability, claims for damages, costs of defense, or expenses to be levied against the Geotechnical Engineer on account of any design defects, errors or omissions of professional negligence to a sum not to exceed \$75,000.00 or the amount of their fee, whichever is greater. Client agrees to notify any contractors or subcontractors who may perform work in connection with any design, reports or studies prepared by Geotechnical Engineer of such limitation of liability for design, defects, errors, omissions or professional negligence and requires as a condition precedent to their performing the work a like limitation of liability on their part as against the Geotechnical Engineer. In the event Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions or professional negligence, any liability of the Client and the Geotechnical Engineer to such contracts or subcontracts arising out of an alleged defect, error or omission or professional negligence shall be allocated between the Client and the Geotechnical Engineer in such a manner that the aggregate liability for damages for such design defects to all parties, including the Client, shall not exceed \$75,000.00 or the amount of the Geotechnical Engineer's fee, whichever is greater.

REPORTS

Minimum charge for all special testing.	\$ 100.00
Minimum charge for all special research	25.00
Added charge for reproduction and mailing services for the report covering the research15 per sheet
Blueprints or other outside services	Cost + 20%

Principal engineer time will be charged for preparation of each report.

August 4, 2021

Valley Sanitary District
45-500 Van Buren Street
Indio, California 92201
Attn: Mr. Ron Buchwald, PE

Proposal No. 21093

Subject: Proposal to Perform Preliminary Geotechnical Investigation
Proposed Laboratory and Office/ Training Building
Valley Sanitary District
45-100 Van Buren Street
Indio, California 92201

Dear Mr. Buchwald:

Noorzay Geotechnical Services (NGS) would like to thank you for the opportunity to submit this proposal to perform the preliminary geotechnical investigation for the subject project.

Project Understanding:

As we understand it, a new laboratory building, approximately 2,000 square feet in area, and a new office/ training building, approximately 8,810 square feet in area, will be developed at the existing Valley Sanitary District site in Indio, California. We anticipate that the structures may consist of steel or masonry framing supported by continuous or spread footings and on-grade slabs. No additional information was provided during preparation of this proposal.

Proposed Scope of Work:

Initially, our investigation will include review of available published and unpublished geologic literature pertaining to the area of the site, as well as review and analysis of stereoscopic aerial

photographs for evidence of potential geologic hazards and past land usage.

We have assumed that site access will be provided by the client. A site reconnaissance will be performed in order to adequately characterize and interpret surficial site conditions, identify potential geologic hazards, and determine areas that would require particular attention during the subsurface portion of the investigation. Boring locations will be marked at this time.

Upon marking the boring locations, Underground Service Alert (Dig-Alert) will be notified. It should be noted that Dig-Alert does not enter private property. Utilities located within private property should be marked by the client. We will not be responsible for any damage to underground utilities not marked accurately.

After the required 72-hour waiting period for Dig-Alert, our investigation will be performed utilizing a truck or track-mounted drill rig. In order to evaluate the geotechnical conditions at the site, two exploratory borings will be drilled to a depth of approximately 50 feet below the existing ground surface (bgs) and two exploratory borings will be drilled to a depth of approximately 15 to 20 feet bgs. Borings will be terminated at shallower depths should refusal be encountered.

Logs of the subsurface soil conditions, as encountered within our exploratory borings, will be recorded by an engineer or geologist who will direct the field investigation. A split-spoon ring sampler will be driven ahead of the borings at approximately 5-foot intervals, to the full depth of each boring. Blowcounts will be recorded at each sample depth as the number of hammer blows used to advance the sampler a total of 18 inches in increments of 6 inches (or less if noted). Relatively undisturbed as well as bulk samples of the soils encountered will be placed in sealed containers and returned to the laboratory for testing and evaluation.

Each boring location will be backfilled and tamped with soils derived from the excavation. It is possible that some settlement of the backfilled material may occur. Our firm will not monitor boring

locations for any settlement. This is deemed to be and is accepted to be the responsibility of our client.

Upon completion of the field investigation, testing will be performed on samples returned to the laboratory in order to determine the engineering characteristics of the on-site materials. Laboratory testing may include, but not necessarily be limited to: in-situ density and moisture content, hydrocollapse, direct shear strength, No 200 wash and soil corrosivity, as necessary.

Following completion of the field and laboratory investigations, a report will be prepared defining the scope and procedures involved in our investigation. This report will discuss the geotechnical characteristics of the subsurface soils, with respect to the planned development. The report will address groundwater, liquefaction potential and will include the 2019 California Building Code seismic design parameters with the assumption that a site-specific seismic hazard analysis will not be required. Recommendations for site grading, foundation design, support of concrete slabs-on-grade, as well as recommendations to mitigate unusual soil conditions encountered will be provided.

Compensation:

Our cost to perform the preliminary geotechnical investigation, as outlined above, will be \$10,500.00. This cost is based upon there being a requirement to pay prevailing wages to classified on-site employees or subcontractors.

Proposed Schedule:

Our investigation can begin within approximately 5 to 10 working days, weather permitting, from our receipt of written authorization to proceed. Our final report will be issued within approximately two to three weeks following completion of the field investigation. The field investigation will be scheduled based on the availability of the drill rig.

Terms and Conditions:

Enclosed please find our standard Authorization for Service (AFS) and Exhibit A. To authorize this

firm to proceed, please return a signed AFS to us. The total price will be due upon submittal of the report. Acceptance of this proposal also indicates an acceptance of the limitations as outlined in Exhibit A.

The estimate provided above is for a preliminary geotechnical investigation (including one PDF of the report). Per the client's request, we can provide hard copies of the report at an additional cost of \$25.00 per copy.

Please note that the above estimate is for a PRELIMINARY geotechnical investigation and does not include costs for responding to review comments, attending meetings, consultation, or plan review. Additional services may be required upon receipt of review comments by the governing jurisdiction. We will be happy to provide these additional services and other geotechnical services necessary upon request. Such services will be proposed separately as needed and will be performed only after authorization and payment from client.

This proposal will remain valid for 15 days from the date of this proposal. After a period of 15 days, Noorzay Geotechnical Services reserves the right to amend this proposal as necessary in accordance with our current work load and our Schedule of Fees in effect at that time.

45-100 Van Buren Street
Page No. 5
August 4, 2021

Closure:

We look forward to working with you and seeing this project through to its successful completion. Should questions arise concerning this proposal, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,
Noorzay Geotechnical Services, Inc.

A handwritten signature in blue ink, appearing to read 'Maihan Noorzay', is written over the printed name.

Maihan Noorzay, G.E.
Principal Engineer

Enclosures: Authorization for Service
Exhibit A

AUTHORIZATION FOR SERVICE

CLIENT	Valley Sanitary District	NGS JOB NUMBER	21093
ADDRESS	45-500 Van Buren Street	CROSS REFERENCE	
	Indio, California 92201		
	Attn: Mr. Ron Buchwald, PE	PROPOSAL DATED	August 4, 2021
C/O	Mr. Michael Stephens		
TELEPHONE	909-375-3030	TIME & MATERIALS	N/A
FAX		ESTIMATED COST	\$10,500.00
EMAIL	mstephens@sgharch.com	CONTRACT AMOUNT	\$10,500.00
BILL TO	Client	DEPOSIT REQUIRED	N/A


NOTICE TO PROPERTY OWNER: Even though you have paid your contractor in full, if the person or firm that has given you this notice is not paid in full for labor, service, equipment or material provided or to be provided to your project, a lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the project. If you record a notice of cessation or completion of your project, you must, within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

JOB LOCATION Valley Sanitary District, 45-100 Van Buren Street, Indio, California 92201

DESCRIPTION OF SERVICES TO BE PROVIDED Preliminary geotechnical investigation for the subject project.

REMARKS Acceptance of this proposal and/or performance of the services covered by this proposal indicates an acceptance of the terms and conditions outlined in the attached Exhibit A – Conditions.

NOORZAY GEOTECHNICAL SERVICES

BY		COMPANY	
NAME	Maihan Noorzay	SIGNATURE	
TITLE	Principal Engineer	NAME	
DATE	August 4, 2021	TITLE	
		DATE	

Please Note: Payment for Professional Services rendered shall be due upon presentation of invoice. Except as otherwise provided by written agreement, a charge of one percent (1%) per month will be added after 30 days from invoice date. The client, hereby designated by the signature above, agrees to pay all costs of collection when incurred including but not limited to reasonable attorney's fees.

EXHIBIT A - CONDITIONS

Client: Valley Sanitary District, 45-500 Van Buren Street, Indio, California 92201; Attn: Mr. Ron Buchwald, PE

Project: Preliminary geotechnical investigation for Proposed Laboratory and Office/ Training Building, Valley Sanitary District, 45-100 Van Buren Street, Indio, California 92201

Right of Entry: The Client will provide for right of entry of NOORZAY GEOTECHNICAL SERVICE (NGS), as well as all equipment necessary in order to complete the services. NGS will take reasonable precautions to minimize any damage to the property, but it is understood by Client that in the normal course of performing services some damage may occur, the correction of which is not part of this Agreement. The Client accepts this fact and will not hold NGS responsible or liable for any damage other than that caused by the gross negligence or willful misconduct of NGS.

Utilities and Subterranean Structures: In the prosecution of these services, NGS will take all reasonable precautions to avoid damage or injury to known subterranean structures or utilities. The Client understands that all such structures or utilities will not be known to NGS, and agrees, on behalf of itself and any third party, not to hold NGS responsible for damage to subterranean structures, including but not limited to, underground tanks and product lines, or utilities which are not called to NGS's attention and fully and accurately described and located on the plans or other information furnished.

Where subsurface investigations are conducted, at the completion of the excavation, all such excavations will be backfilled to the initial grade at that location with excavated material or other suitable material. The replaced material will be wheel rolled or tamped. This backfilling operation is expected to compact the replaced material to a density approximating that of the native soils. It is possible that some settlement of the backfilled material will occur over time. Our firm will not monitor the excavation location for any settlement. Monitoring of such locations and correction of any settlement is deemed to be and is accepted to be the responsibility of our client.

Standard of Care: NGS will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession, providing similar services at the same time under similar conditions and locality. NGS makes no other warranty, express or implied.

The information, conclusions and recommendations provided by NGS for the project, described by Client, is based on the scope of services agreed upon by Client, herewith acknowledged. Such information, conclusions and recommendations will, of necessity, be based upon observations performed and data collected by NGS at separate locations and interpolation between such locations. It is assumed and expected that the conditions between locations observed and/or sampled are similar to those encountered at the individual locations where observation and sampling was performed. However, conditions between those locations may vary significantly. Changes in the conditions of the subject site can occur due to the passage of time, material processes or the works of man on this or adjacent properties. Therefore, the conclusions and recommendations provided to Client may be invalidated wholly or partially by changes outside of the control of NGS. The conclusions and recommendations provided are therefore subject to review by NGS and should not be relied upon after a period of one year.

The Client warrants that all information supplied by Client to NGS for their use in completing its services under this Agreement are accurate and sufficient for use by NGS, and that NGS can rely on their completeness and accuracy.

Indemnification: Subject to the immediately following paragraph, "Limitation of Liability", NGS agrees to hold Client, its agents, and officers harmless from any and all damages in an amount equal to NGS's proportional fault, if any, arising from adjudged errors or omissions of NGS, and for any cost or expenses incurred by Client in an amount equal to NGS's proportional fault, if any. In turn, Client will hold NGS harmless from any and all damages in an amount equal to Client's proportional fault, if any, arising from actions caused, contributed to, or created by acts or omissions of the Client. The agreement to indemnify does not include an obligation to immediately defend based upon any claims embraced by the indemnity promise. Both NGS and Client agree to reimburse indemnitee a pro-rata share of defense costs after it is determined by a court of competent jurisdiction that indemnitor is liable and then only as to their pro-rata share of any adjudged liability.

Limitation of Liability: NGS's liability arising out of their performance under the agreement shall be limited to claims directly attributable only to the failure to exercise the degree of skill and performance normally exercised by duly qualified persons performing similar services at the same time under similar conditions and locality. The amount of liability shall not exceed the total fees for services rendered under the agreement. In no event shall NGS, be liable for loss of earnings, loss of profits, loss of interests, judgments, awards, or contribution thereto or any other special, indirect, or consequential damage however caused. Work under this agreement shall be deemed a service, not goods or products. NGS will not be responsible for any interpretation by others of any information provided.

Hazardous Materials: Services provided by NGS at times may require subsurface exploration in areas where hazardous materials may be encountered. The Client warrants and hereby represents that any and all available information concerning the location, extent, concentration and types of hazardous or potentially hazardous materials have been furnished to NGS by Client prior to any investigation. Should hazardous materials be present or be discovered, whether they are known or unknown by NGS, Client agrees to immediately indemnify, defend and hold harmless NGS from all claims and/or liability which result, or are alleged, in whole or in part, to be the fault of NGS in providing their services. Client also agrees to compensate NGS for any and all time and/or expenses incurred by NGS in defense

of any claims and for storage, transportation and disposal of contaminated samples, drill cuttings, contaminated consumables and/or decontamination of equipment. Storage, transportation and disposal of contaminated samples or materials shall be performed under the

Client's EPA Identification number, and/or contaminated materials associated with the project shall be returned to the Client under chain of custody protocol for proper disposal by client. All such compensation shall be based upon NGS's prevailing Schedule of Fees.

NGS reserves the right to unilaterally suspend or terminate all services under this Agreement at its sole discretion in the event undisclosed hazardous material type, location or extent, or concentrations in excess of values provided to NGS by the Client are discovered. If NGS's services are terminated or suspended, NGS agrees to negotiate in good faith a new agreement to continue to meet Client's needs.

Compliance with Applicable Law: NGS will apply reasonable standard of care to comply with applicable laws in effect at the time information and services are provided or performed, which, to the best of their knowledge, information and belief, apply to their obligations under this agreement.

The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).

Cost Estimates: Where cost estimates are provided as part of this agreement, such are ESTIMATES ONLY, and represent a professional opinion based upon past experience and/or information provided by client. Such estimates are not GUARANTEES and should not be considered such.

Disputes: In the event that a dispute arises relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including NGS's staff time at NGS's current Schedule of Fees in effect at the time of such dispute, court costs, attorney's fees and all other claim-related expenses, including those incurred in any post judgment collection efforts.

Neither the Client nor NGS may delegate, assign, sublet or transfer his or its duties or interest in this Agreement without the prior express written consent of the other party.

In the event of a question regarding the interpretation of these terms and conditions, it is agreed that these terms and conditions were mutually negotiated and shall not be construed against either NGS or the Client as the drafter of these terms and conditions.

Termination: This agreement may be terminated by either party on provision of 30 days' written notice to the other party, with or without cause.

After the termination of this agreement for any reason, the Client shall promptly pay NGS for Services rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement.

Compensation: The client shall pay NGS in accordance with the terms outlined in the proposal provided with this contract.

Job Site Safety: Client agrees and acknowledges that NGS is not, and will not be, responsible for job site safety or security other than that of NGS's employees and subcontractors. This requirement will apply at all times and is not limited to working hours.

Definition: NGS as used in this agreement shall mean NOORZAY GEOTECHNICAL SERVICES, its officers, directors, agents, employees, subcontractors, subconsultants and personnel.



**Valley Sanitary District
Board of Directors Meeting
August 24, 2021**

TO: Board of Directors

THRU: Beverli A. Marshall, General Manager

FROM: Ron Buchwald, Engineering Services Manager

SUBJECT: Sewer Main Video Showing Example of a Sewer Main Before and After Rehabilitation

<input type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input checked="" type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is informational by showing CCTV Videos of a sewer main before and after rehabilitation.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

Background

The rehabilitated sewer main in question was built in 1935 and is an 8-inch vitrified clay pipe (VCP). The location of the sewer main is along the interior property lines of several properties located between Deglet Noor Street and King Street just south of Miles Street. This location is near where the now demolished El Morocco Motor Hotel was located. An atlas map showing the location of the sewer main is attached. The cause of damage to this main is unknown as is the timing of when it occurred. It is very likely that the main was repaired after each damage occurred. It was very common to repair clay sewer mains with a concrete patch or plug in the 50's, 60's and 70's. Depending on the size of the hole, other materials were used to help with the patch. The before video will provide examples of these types of repairs. The before video was taken on July 25, 2010. The sewer main was rehabilitated in 2013 and the after video was taken after the completion of the rehabilitation.

Attachments

Attachment A: Aerial atlas map showing location of the rehabilitated sewer main



KING ST

KING ST

MILES AVE

BLISS AVE

DEGLET NOOR ST

