



Board of Directors Regular Meeting
Tuesday, September 8, 2020 at 1:00 PM
Valley Sanitary District Board Room
45-500 Van Buren Street, Indio, CA 92201

*******SPECIAL NOTICE – Telephonic Accessibility*******

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, as a response to mitigating the spread of coronavirus known as COVID-19, during the September 8, 2020, regular meeting of Valley Sanitary District Board of Directors members of the public will be allowed to attend and address the Board of Directors during the open session of the meeting telephonically.

Members of the public wanting to listen to the open session of the meeting may do so by calling (425) 436-6376 and when prompted, enter access code 166514. 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
- 1.3. September Employee Anniversaries
 - Scott Graham, Operator II - 30 years
 - Marin Gutierrez, Collection Tech I - 1 year


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 25, 2020 Regular Meeting Minutes 4 - 7
[3.1 Aug 25 2020 Meeting Minutes.pdf](#) 

- 3.2. Approve Warrants for August 20 to September 2, 2020 8
[3.2 Warrants for Aug 20 to Sep 2, 2020.pdf](#) 

4. NON-HEARING ITEMS

- 4.1. Authorize the General Manager to Execute a Contract with Desert Arc for Janitorial Services in an Amount Not to Exceed \$50,000 for a 12-month Period 9 - 41
[4.1 Staff Report Desert ARC Janitorial Contract.pdf](#) 
[4.1 Attachment A Desert Arc Valley Sanitary District VSD.pdf](#) 
[4.1 Attachment B VSD Janitorial Services RFP July 1 2020.pdf](#) 
[4.1 Attachment C 2019 Staffing Analysis.pdf](#) 

- 4.2. Award a Contract to Desert Concepts Construction, Inc. in the Amount of \$40,425 for the Cabazon Road Stabilization Project 42 - 64
[4.2 Staff Report Slope Protection Project Award.pdf](#) 
[4.2 Attachment A Desert Concepts Bid Package.pdf](#) 
[4.2 Attachment B Contractors License Detail.pdf](#) 
[4.2 Attachment C DIR Number Information.pdf](#) 

- 4.3. Authorize the General Manager to Execute a Contract with Harris & Associates in an Amount Not to Exceed \$47,400 for Inspection Services for the Indio Boulevard Rehabilitation Project 65 - 70

[4.3 Staff Report Award of Contract Harris Inspection.pdf](#) 

[4.3 Attachment A Proposal Inspection Services Indio Sewer lining_07312020.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.

5.1. Monthly General Manager's Report - July

71 - 83

[5.1 Staff Report General Manager Monthly Report July 2020.pdf](#) 

[5.1 Attachment A Admin Services Report July 2020.pdf](#) 

[5.1 Attachment B NPDES Report July 2020.pdf](#) 

[5.1 Attachment C Development Services July.pdf](#) 

[5.1 Attachment D Collection Services Report July.pdf](#) 

6. COMMITTEE REPORTS

6.1. Budget & Finance Committee - Draft September 1, 2020 Regular Meeting Minutes

84 - 85

[6.1 1 Sep 2020 Committee Meeting Minutes.pdf](#) 

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

September 19, 2020 is National Cleanup Day. Started by a couple of hikers, this day, in coordination with Keep America Beautiful and Earth Day Network, are encouraging grassroots organizations and communities to clean up local green spaces, urban landscapes, and waterways across the U.S. In 2019, more than 2 million volunteers participated in this event. Imagine what could happen if everyone picked up at least on piece of trash on this day. www.nationalcleanupday.org

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 25, 2020

*****SPECIAL NOTICE – Telephonic Accessibility*****

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Members of the public wanting to listen to the open session of the meeting were able to do so by calling (425) 436-6376 and when prompted, enter access code 166514. Members of the public wanting to address the Board, either during public comment or for a specific agenda item, or both, were 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.

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held at the District offices, 45-500 Van Buren Street, Indio, California, on Tuesday, August 25, 2020.

1. CALL TO ORDER

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

1.1 Roll Call

Directors Present:

Debra Canero (via telephone), Dennis Coleman (via telephone), Mike Duran (via telephone), Scott Sear, William Teague

Staff Present:

Beverli Marshall, General Manager, Holly Gould

Via Telephone: Ron Buchwald, Jeanette Juarez, Robert Hargreaves, Best Best & Krieger

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.

None.

3. CONSENT CALENDAR

3.1 Approve August 11, 2020 Regular Meeting Minutes

3.2 Approve Warrants for August 6 to August 19, 2020

3.3 Accept Monthly Financial Report for Period Ending July 31, 2020

3.4 Accept Quarterly Investment Report for Period Ending June 30, 2020

ACTION TAKEN:

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

MINUTE ORDER NO. 2020-3032

4. NON-HEARING ITEMS

4.1 Authorize the Purchase of a 25hp Floating Brush Aerator from ECS House Industries in an Amount Not to Exceed \$40,425

Staff recommends replacing one S&N Airflo aerator with a new 25hp floating brush aerator from ECS House Industries for a total cost of \$40,425. This is a sole source procurement and is included in the fiscal year 2020/21 budget.

ACTION TAKEN:

MOTION: Secretary Canero made a motion to authorize the General Manager to purchase one 25hp floating brush aerator from ECS House Industries for a total cost of \$40,425. Director Coleman seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2020-3033

4.2 Authorize the General Manager to Execute a Contract with NBS for Services Related to a Sewer Rate Study in an Amount Not to Exceed \$49,000

As part of the strategic planning process, the Board expressed a desire for an updated analysis that takes into consideration the Reclaimed Water project as well as operations and maintenance needs. The Board included \$50,000 in the adopted budget to complete this task. Staff published Request for Proposals on July 1, 2020 and sent it out to eight firms, with a deadline for submission of August 3. The District received a total of seven proposals from firms that have experience in performing rate analysis. A review committee was established consisting of the General Manager, Engineering Services Manager, Business Services Manager, and the Assistant Engineer. The committee concluded that NBS was the firm best suited to perform the tasks identified in the RFP.

ACTION TAKEN:

MOTION: Director Coleman made a motion to authorize the General Manager to execute a contract with NBS to perform a rate study and assist with the public hearing process in an amount not to exceed \$48,435. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2020-3034

4.3 Establish a Standing Budget & Finance Committee, Set Time and Place for the Meetings, and Appoint Directors to the Committee

As a mechanism to enhance public and Board education on District finances, staff believes that a Budget & Finance Committee should be established and charged with discussing the O&M budget, CIP, audit, reserve policies, investments, and other financial issues. As a standing committee, it would be subject to the Brown Act. Staff suggests that the committee meet every other month on the first Tuesday of January, March, May, July, September, and November at 1:00 p.m. If approved, the first meeting will be Tuesday, September 1 at 1:00 p.m. President Duran appointed Vice President Scott Sear and Director Dennis Coleman to serve on this committee.

ACTION TAKEN:

MOTION: Secretary Canero made a motion to establish the Budget & Finance Committee, set the meeting time as the first Tuesday of January, March, May, July, September, and November at 1:00 p.m., and appoint directors to the committee. Director Teague seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Coleman, Duran, Sear, Teague
NOES: None

MINUTE ORDER NO. 2020-3035

4.4 Adopt a Resolution Amending Bylaws to Reinstate and Appoint Member of the Board of Directors as Treasurer to Perform the Duties Required by California Health & Safety Code Section 6801

On December 11, 2018, the Board adopted Resolution 2018-1109, updating the District's bylaws and rules of procedures, eliminating the position of Treasurer. Under California Health and Safety Code, Section 6801, a Board must "appoint a treasurer who shall be responsible for the deposit and withdrawal of the district funds." To comply with this requirement, the Board needs to modify its bylaws to include the Treasurer position, which can be combined with the Secretary like it was previously or separately. Staff recommends that the Board adopt Resolution No. 2020-1136 amending its Bylaws and Rules of Procedure to reinstate the Treasurer position and appoint a member of the Board of Directors as Treasurer to perform the duties required by California Health & Safety Code Section 6801. President Duran appointed Secretary Debra Canero to the position of Secretary/ Treasurer.

"A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT AMENDING BYLAWS AND RULES OF PROCEDURE FIR THE CONDUCT OF BOARD BUSINESS"

ACTION TAKEN:

MOTION: Director Teague made a motion to adopt Resolution No. 2020-1136 amending its Bylaws and Rules of Procedure to reinstate the Treasurer position and appoint a member of the Board of Directors as Treasurer to perform the duties required by California Health &

Safety Code Section 6801. Director Coleman seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Coleman, Duran, Sear, Teague
NOES: None
RESOLUTION NO. 2020-1136

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.

Ms. Marshall informed the Board that she is President Elect of the Indio Sunrise Rotary and will take office July 2020.

6. 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

None.

7. INFORMATIONAL ITEMS

7.1 August 26, 2020, 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.

8. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 1:58 p.m. The next regular board meeting will be held September 8, 2020.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District

DISBURSEMENTS
Approved at the Board Meeting of
September 8, 2020

38537 Western Water Works	Pumps and Valves for Plant	\$2,376.19
38538 Alliance Protection	Fire Alarm Monitoring Services 09/2020 - 11/2020	\$366.00
38539 Analytical Technology, Inc.	Air Pump Replacement Kit	\$236.90
38540 Carollo Engineering, Inc	*Professional Services from 07/01/2020-07/31/2020	\$7,898.00
38541 Cintas Corp	Uniforms, Mats, Towels, Etc for Week of 08/20/2020	\$631.87
38541 Cintas Corp	Uniforms, Mats, Towels, Etc for Week of 08/27/2020	\$601.05
38542 Consolidated Electrical Distributors, Inc.	RK5 TD Fuse	\$82.00
38542 Consolidated Electrical Distributors, Inc.	9W Lamp	\$182.05
38543 Downing Construction, Inc	*Emergency Repair of Sinkhole at Citrus Ave	\$3,160.26
38544 Eberhard Equipment	Filters for Kubota Cart	\$173.34
38545 Eisenhower Occupational Health	Pre-employment	\$125.00
38546 Enthalpy Analytical, LLC	TRE Work Plan Update, TIE Testing	\$2,840.00
38547 EOA, Inc.	NPDES Assistance for July 2020	\$128.55
38548 Ferguson Enterprises #1350	Retrofitting Hands-Free Plumbing Fixtures	\$7,120.05
38548 Ferguson Enterprises #1350	Hoses for Faucets	\$131.11
38549 Fulton Distributing Co.	Bleach	\$283.85
38550 Goldstreet Design Agency, inc	Toilet Trash Door Hangers	\$386.90
38551 GPE Controls, Inc.	UV Sensor	\$3,353.39
38552 Grainger	Replacement Fluid	\$97.26
38552 Grainger	Door Pull Plates	\$1,513.80
38552 Grainger	Door Push Plates	\$574.20
38553 Hach Company	Ammonium Ionic	\$1,115.19
38553 Hach Company	Chlorine and Filter Set	\$2,119.45
38554 Ivan Monroy	Boot Reimbursement	\$163.07
38555 Ixom Watercare Inc	*Solar Mixer Pond Aerator Replacement	\$47,767.45
38556 Joseph McElrone	Safety Boot Reimbursement	\$250.00
38557 McMaster-Carr Supply Co.	Metal Antifatigue Mat	\$184.16
38558 Northern Safety Co.	Electrolyte Sticks	\$39.48
38559 Northwest Scientific, Inc.	Narrow Tubing Brushes	\$23.44
38560 Pitney Bowes, Inc.	Billing as of 08/14/2020	\$208.99
38561 Powerstride Battery Co.	Battery	\$117.59
38562 Praxair Distribution, Inc.	Acetylene Tank Rentals	\$124.39
38563 Rain For Rent Riverside	4" Spacer Groove	\$244.69
38564 RDO Equipment Company	Starter for Cart	\$507.55
38565 ReadyRefresh by Nestle	Water Service 7/23/2020-8/22/2020	\$1,393.13
38566 Safety-Kleen Systems, Inc.	Used Oil Service on 08/18/2020	\$333.25
38567 SGH Architects Inc	* New Building Design Project	\$12,851.30
38568 Southern California Boiler, Inc.	Monthly Boiler Maintenance	\$1,004.99
38569 Southwest Networks, Inc.	*Monitors for Engineering	\$434.13
38570 Stantec Consulting Services, Inc.	*Influent Pump Station Rehab Professional Services	\$13,323.00
38571 Tops 'N Barricades Inc.	Hard Hat Sunshade MSA	\$474.15
38572 Underground Service Alert	Dig Alerts for August	\$178.30
38572 Underground Service Alert	Dig Safe Board Fee 09/2020	\$68.99
38573 United Refrigeration Inc.	1/2 HP EVAP Cooler Motor Kit	\$102.42
38573 United Refrigeration Inc.	RND Dual Capacitor	\$10.89
38574 United Way of the Desert	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$25.00
38575 Univar Solutions	Ferric Chloride	\$7,223.61
38575 Univar Solutions	Sodium Hypochlorite	\$7,188.63
38576 UPS	UPS Shipping Charges as of 08/15/2020	\$25.73
38577 USA Blue Book	Sludge Judge II	\$116.54
202008251 Umpqua Bank	* New Charges for July 2020	\$20,437.58
202008252 CalPERS Health	Health Insurance for September 2020	\$34,300.89
202008271 Standard Insurance Company	Vision and Dental Insurance for September 2020	\$3,004.06
202008272 Basic	COBRA Admin 8/2020 - 7/2021	\$300.00
202008276 Nationwide Retirement Solution	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$1,535.00
202008281 Paychex - Direct Deposit	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$75,161.85
202008282 Paychex - Fee	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$150.22
202008283 Paychex - Garnishment	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$210.46
202008284 Paychex - Tax	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$32,682.01
202008285 MassMutual	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$10.00
202008286 CalPERS Retirement	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$18,922.95
202008287 CalPERS 457	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$1,000.00
202008288 Vantage Point Transfer Agents - ICMA	PR 08/07/2020 - 08/20/2020 PD 08/28/2020	\$1,495.00
202009011 Imperial Irrigation District	Electricity for July 2020	\$37,767.96
202009012 Standard Insurance Company	Life and Disability Insurance for September 2020	\$1,262.25
202009051 Indio Water Authority	Water for July 2020	\$1,316.48
*Capital Expenditures		\$359,437.99



**Valley Sanitary District
Board of Directors Meeting
September 8, 2020**

TO: Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: **Authorize the General Manager to Execute a Contract with Desert ARC for Janitorial Services in an Amount Not to Exceed \$50,000 for a 12-month Period**

<input checked="" type="checkbox"/> Board Action	<input checked="" type="checkbox"/> New expenditure request	<input checked="" type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input 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 discuss contracting out janitorial services rather than using District staff.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 1.1: Enough staff to fulfill goals and objectives safely and efficiently.

Fiscal Impact

The total cost of this contract is \$40,008 for the basic services and approximately \$10,000 for as-needed enhanced services. The current budget does not include funding for this. Staff will include this as a mid-year budget request.

The current fully loaded cost of staff time associated with performing these services is approximately \$50,000. The fully loaded cost of hiring a full-time Utility Worker, as originally proposed, is approximately \$70,000. The Utility Worker would also perform landscaping and other semi-skilled duties.

Background

In November 2019, staff presented a staffing analysis to the Board for discussion and direction (Attachment C). Based on the analysis, VSD was significantly short on product work hours in several areas, one of which was maintenance. Using the conservative guide, the District was short approximately five maintenance positions. The Board authorized one full-time Electrical/Instrumentation Supervisor position in February.

As part of the budget discussions for FY 2020/21, the Board proposed that staffing remain at the FY 2019/20 level and that staff bring this issue to a future meeting early

into the new fiscal year. In addition, the Board requested that staff get quotes to see if general maintenance services, primarily janitorial and landscaping, could be provided by outside contracts more cost efficiently and thus free up staff to perform more technical wastewater specific functions.

In response to the Board's request, and in compliance with the VSD Purchasing Policy, staff published a request for proposals (RFP) for janitorial services on July 1, 2020, with a due date of July 24, 2020 (Attachment B). In addition to publishing the RFP, staff e-mailed it to various local services providers. The District received no proposals in response to the RFP.

Staff reached out to Desert ARC to negotiate for services and received a quote to provide the services (Attachment A). Desert ARC is a local vendor that provides a variety of services to the community while supporting people with disabilities. The scope of services is consistent with the RFP and the cost is approximately \$3,334 per month. Additional enhanced services will be requested on an as-needed basis at an additional cost to be quoted at the time.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Desert ARC for janitorial services in an amount not to exceed \$50,000 for a 12-month period.

Attachments

- Attachment A: Desert ARC Proposal for Janitorial Services
- Attachment B: Request for Proposals for Janitorial Services
- Attachment C: 2019 Staffing Analysis



Tax ID is 95-6006700

Desert Arc Janitorial Division
73255 Country Club Drive
Palm Desert, CA 92260

August 25, 2020

RE: Valley Sanitary District VSD – Janitorial Services RFP

Ryan Williams
Facilities Maintenance Supervisor
45-500 Van Buren Street
Indio CA 92201

Thank you for the opportunity to provide you with a proposal for Desert Arc's Janitorial Services for the Valley Sanitary District (VSD).

I have enclosed a proposal for your review encompassing the following sections:

- Background
- Scope of Service Areas
- Pricing Quote
- Business Credentials
- References

Desert Arc's Janitorial Division offers competitive pricing and our mission is to deliver excellence, while supporting people with disabilities. We perceive every job as an opportunity and obligation to our client, the community and the environment.

Thank you,
Donnya Villarreal

Donnya Villarreal
Assistant Director of Vocational Programs
Desert Arc – Janitorial Division
dvillarreal@desertarc.org
760.404.1364

DesertArc.org
73-255 Country Club Drive • Palm Desert, CA 92260 • desertarc.org
phone: (760)346-1611 • toll free: (888)771-7784 • fax: (760)773-0933

YUCCA VALLEY: 56315 Twentynine Palms Highway, Yucca Valley, CA 92284 / ph: (760) 228-1860

OPPORTUNITIES FOR PEOPLE WITH DISABILITIES

Project Background

Ryan Williams has requested a proposal for Janitorial Services for the Valley Sanitary District located at 45-500 Van Buren Street in Indio, CA 92201



Project Scope

The scope of work for this project is weekly janitorial services. The scope is specifically outlined in ***Exhibit A, Scope of Work.***

Staff assigned to this project will consist of a bilingual supervisor, and a crew of three. Pricing is outlined in ***Exhibit B, Pricing Quote.***

Qualification Summary

Desert Arc has championed the rights of people with developmental and intellectual disabilities since 1959. Our mission is to enhance the quality of life and create opportunities for people with disabilities. As a nonprofit, charitable human services organization, per Federal Tax ID 95-6006700 under the Internal Revenue Code section 501 (c)(3), Desert Arc serves people with developmental and intellectual disabilities including conditions such as Autism, Cerebral Palsy, Down Syndrome, Epilepsy and many others. Desert Arc is situated in the desert communities of Southern California with corporate headquarters in Palm Desert, a Recycling Center in Indio and a site in Yucca Valley.



Desert Arc is dedicated to social innovation and has also created a variety of enterprises providing Business Services for local companies and residents. These include our Janitorial, Shredding, Recycling, Landscape Maintenance and Fulfillment divisions. Desert Arc trains and employs our clients while taking into account each person's unique needs and abilities, enabling them to learn job skills.

A leader in the field of environmental stewardship and sustainability, Desert Arc received the prestigious Riverside County Department of Waste Resources' Sustainability Award in 2019. Desert Arc is committed to implementing eco-friendly business practices and promotes a green world in its diverse business service offerings with its motto, "Every Day is Earth Day!"

Under the leadership of longtime President/CEO Richard Balocco, Desert Arc employees 307 people and has been in business and an active participant in the local community, - providing janitorial services in the Coachella Valley and Morongo Basin for the past ten years.

Desert Arc Janitorial Division verifies all employees' receive a physical, background clearance and drug screen prior to employment. All employees receive monthly safety training and are First Aid and CPR certified.

A list of references can be found in ***Exhibit C, References.***

Exhibit A Scope of Work

VSD Scope of Work

Basic Services Office Areas/Conference Rooms/Lobby/Mail Room/Common Areas

- Clean glass in doors
- Remove all cobwebs
- Wipe down all surfaces including, door frames, windowsills, file cabinets, counters, etc.
- Remove smudges from kick plates, handrails, walls and light switches
- Empty all trash cans and reline Arrange furniture and magazines in reception waiting area
- Disinfect conference room tables, chairs, counters, exterior of cabinets, sinks, handrails, etc.
- Vacuum all carpet areas and mats
- Sweep and mop all hard floor surfaces including rolling mats in offices and cubicles

Restrooms

- Clean and disinfect all urinals, toilets, mirrors, counters, sinks, shower stalls
- Clean and polish all bright work and dispensers
- Spot clean walls, partitions, and light fixtures
- Empty trash cans and reline
- Sweep /mop all floors and clean exhaust fan grating
- Wipe down tops of partitions, dispensers
- Restock all products including toiletries, soap and paper products

Lunchroom/Lunchroom areas

- Clean and disinfect chairs, tables, counters and exterior of cupboards
- Clean microwaves in and out
- Clean and sanitize all sinks including garbage disposal
- Wipe down outside of appliances and lighting fixtures
- Restock paper towels

Exhibit A Scope of Work Continued

- Sweep and mop all floors
- Turn off coffee makers

Outdoor

- Empty trash cans and reline, remove cobwebs

General instructions

- Janitorial closet clean and orderly
- All furniture is returned and arranged neatly including desk and conference room chairs
- **Contact District and share any repairs that are needed**
- Turn off all lights and fans prior to departing
- All doors and windows are closed and secure

Miscellaneous

- There will be an additional fee for any additional work requested beyond the scope of work. To be approved by Facility Maintenance Supervisor



**Exhibit B
Pricing Quote**

Weekly Janitorial Services

Monthly Fee: \$3,333.68

Property will be serviced three times per week

Start Date, Days/ Times TBD

VSD will supply the following: restroom toiletries, soaps, chemicals, and trash can liners.

Desert Arc must provide own equipment (vacuum, duster, carts, rags, buckets, etc.).

Desert Arc Janitorial Division will make every attempt to coordinate services around holidays.

Please reference **Exhibit D, Holiday Schedule** for observed holidays.

MISCELLANIOUS

Special events, additional work days/hours or any additional work crews will be discussed prior to scheduling and may be subject to a service fee.

- 1. Administration Building 3x Weekly 45-500 Van Buren \$ 1,175.00
- 2. Operations Building 3x Weekly 45-500 Van Buren \$ 839.67
- 3. Maintenance Building 2x Weekly 45-500 Van Buren \$ 339.67
- 4. Collection Services Building 2x Weekly 45-500 Van Buren \$ 339.67
- 5. Lab Building 3x Weekly 45-500 Van Buren \$ 639.67

TOTAL \$3,333.68

Proposed percent increase for additional option year 2 - 5% \$3,500.36

Proposed percent increase for additional option year 3 - 5% \$3,675.37

**EXHIBIT C
ENHANCED SERVICES**

Enhanced Services shall be quoted at the time service is requested. The District may elect to contract with another provider for these services.

ENHANCED SERVICES

INDOOR

Carpet Cleaning & Stain Removal (annually)-Sub-contracted
Strip, service, wax hard floors (semi-annually)- Sub-contracted
Window cleaning (Quarterly)- Sub-contracted
Clean/steam upholstered furniture and partitions (semi-annually)- Sub-contracted
 Clean light fixtures (quarterly)
 Dust clean blinds, vents, display cases (semi –annually)

OUTDOOR

Power wash walkways (monthly)

Window cleaning (Quarterly)- Sub-contracted

Clean light fixtures (semi-annually) TBD



Business Credentials

CONTACT

Donnya Villarreal
760-404-1364 Office
442-400-4570 Cell
dvillarreal@desertarc.org

Camerena Corrales
760-3446-1611 Office
760-660-9390 cell
ccorrales@deserarc.org

CORPORATE HEADQUARTERS

73255 Country Club Drive
Palm Desert, Ca 92260

EMPLOYEE POLICY

All Desert Arc employees receive a physical, a background clearance and drug screen prior to employment. Every person employed by Desert Arc are First Aid and CPR certified, plus, are required to participate in monthly safety trainings.

Tax ID is 95-6006700



**Exhibit B
Pricing Quote
Continued**

- Termination of contract can be done with a 30 day written notice
- The price of this contract is good for one year. Pricing will be reviewed 30days prior to the end of the contract

For the purposes of issuing a purchase order or invoice, the following contact information is provided:

Mr. Kurt Parish
Controller
Desert Arc
73-255 Country Club Drive
Palm Desert, CA 92260-2309
(760) 346-1611, extension 216

Donnya Villarreal Date 08/25/2020

Donnya Villarreal
Assistant Director of Vocational Programs
Desert Arc
73255 Country Club Drive
Palm Desert, CA 92260

_____ Date _____

Ryan Williams
Facilities Maintenance Supervisor
Valley Sanitary District
45-500 Van Buren Street
Indio CA 92201

Exhibit C References

- 1. The Management Trust**
Contact: Damian Jenkins
39755 Berkey Drive #A
Palm Desert Ca 92211
760-776-5100
damian.jenkins@managementtrust.com

- 2. Renova Solar & Energy**
Contact: Jasmine Coleman, Office Manager
760-568-3413
jcoleman@renovaenergy.com

- 3. Community Associations Institute**
Contact: Cal Lockett- Executive Director
760-341-0559
clockett@cai-cv.org

- 4. Desert Resort Management**
Contact: Loni Peterson-General Manager for PGA WEST II Residential Association
760-346-1161
lperterson@drmineternet.com

- 5. Marriott Desert Springs Resort and Spa**
Contact: Jessica Ramirez, Assistant Director of Services
Office 760.862.1509 | Fax 760.862.1563
jessica.Ramirez@marriott.com

- 6. Gerald Green Realtor Keller Williams**
Contact: Gerald Green
760-218-5675
GeraldGreenrepro@gmail.com



***Exhibit D
Holiday Observance Schedule
FY 2020***

Monday, September 7, 2020	Labor Day
Thursday, November 26, 2020	Thanksgiving Day
Friday, November 27, 2020	Thanksgiving Holiday
Thursday, December 24, 2020	Christmas Holiday
Friday, December 25, 2020	Christmas Day
Thursday, December 31, 2020	New Year's Eve



REQUEST FOR PROPOSALS (RFP)

JANITORIAL SERVICES

Release Date: July 1, 2020

Deadline for Submission: July 24, 2020

Contact Person: Ryan Williams, Facilities Maintenance Supervisor

**VSD
45-500 Van Buren St
Indio, CA 92201**

**REQUEST FOR PROPOSALS (RFP)
JANITORIAL SERVICES**

RELEASE DATE: Wednesday, July 1, 2020

CLOSING DATE: Proposals must be received no later than by Friday, July 24, 2020 by 4:00 p.m. by the means listed in the RFP.

CONTACT PERSON: Ryan Williams, Facilities Maintenance Supervisor
E-mail: rwilliams@valley-sanitary.org
Phone: 760-238-5400

Valley Sanitary District
45-500 Van Buren St
Indio, CA 92201

Counter Hours: M-F 8:00 AM – 5:00 PM

PURPOSE

The Valley Sanitary District (VSD) is requesting proposals from experienced and qualified firms (“Proposers”) for the provision of Janitorial Services at VSD facilities. It is VSD’s intent to award one contract for janitorial services at Administration and Treatment Plant property in Indio, Riverside County.

ABOUT THE DISTRICT

VSD is in the Coachella Valley about 20 miles southwest of the Palm Springs airport. VSD is a wastewater district, founded in 1925, operating under the Sanitary District Act of 1923. The District has over 28,000 service connections in a 19.5 square mile service area serving a population of about 75,000 in the communities of Indio, Coachella, La Quinta, and unincorporated Riverside County. The District’s Adopted FY 2019/20 Operating Budget is \$8.3 million.

VSD is governed by a five-member Board of Directors and led by a senior management team comprised of a General Manager, District Engineer, Chief Plant Operator, and Administrative & Finance Manager. Staff includes a total of 32 full-time employees spread across three Departments: Administrative Services Department, Operations & Maintenance Department, and the Engineering Department.

Keeping infrastructure up to date and reliable is a significant part of the District’s commitment to provide quality service to its customers. Capital improvement and replacement projects are necessary to replace aging underground infrastructure and to ensure that the District offers superior treatment to meet environmental standards.

INTRODUCTION

The successful Proposer shall be required to provide the janitorial scope of services outlined in Exhibit A (“Basic Services & Enhanced Services Upon Request”) for the above referenced properties.

The successful Proposer shall be required to furnish equipment, machinery, transportation and other implements necessary to execute the contract. The Proposer shall supply a plan as to how the Basic Services will be executed. The plan shall include the number of personnel, which will be used to execute the services and when (outside of business days and hours) the services will be performed, and estimated time to complete each service.

The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer’s employees are performing their work in a safe manner. The Proposer shall state their qualifications as a professional janitorial firm, which can include but not be limited to, previous janitorial services offered to businesses within Riverside County, current janitorial contracts being performed by Proposer, the length of time that this Proposer has been performing these types of services, and any special qualifications those employees might have.

TERM OF AGREEMENT

The agreement shall begin on September 1, 2020. The terms of the agreement for janitorial services will be negotiated with the selected proposer. VSD expects a minimum term of one year with two additional years at its sole discretion. The contract will be monitored for acceptable services rendered throughout the contract term. The District will have the option to cancel the contract in whole or in part during the contract term, for any reason, without penalty, upon notice. The Proposer will not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

PAYMENTS

For payment due for Basic and Enhanced Services the Proposer shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the Proposer’s services as rendered in a format acceptable to VSD.

The Proposer shall submit an invoice which provides detailed billing for services provided no later than 45 calendar days after the date the services have been rendered. Payments shall be paid to the Proposer within 30 days upon the receipt of invoice.

RFP RESPONSE FORMAT

The RFP respondent shall submit one PDF Electronic copy of the RFP response with all the information requested. In order to simplify the proposal evaluation process, the District is seeking RFP responses in the following format:

1. Cover/Cover Letter

- Name of Business/Company:
- Business/Company Address:
- Telephone Number(s):
- E-mail Address:
- Website Address:
- Federal Tax ID Number:
- Name, title, telephone number and, if different, address of person(s) authorized to represent business entity:
- Name, title, telephone number and, if different, address of person(s) authorized to sign contracts for the business entity:

2. RFP Response

A. Information about the consulting firm including the following information.

- organization type (corp, llc, etc)
- organizational structure(s)
- location of principal office(s)
- years in business
- number of employees
- other pertinent information

B. Key personnel and roles

- Name of the principal point-of-contact in the firm/entity that will have direct and continued responsibility for the services provided to the District. This person will be the District staff's first point-of-contact on all matters at the contract administration level dealing with the services offered, and will either handle day-to-day activities or assign a point-of-contact and other firm staff as needed for that responsibility.
- Outline of responsibilities/roles of firm/entity personnel with respect to providing the services requested.
- Experience/resumes of assigned personnel including certifications.
- Location of resources assigned to project and availability for on-site work activities.

C. Qualifications of the Firm/Entity

- Description of at least five similar projects/assignments. Describe the roles of both parties, description and size of environments serviced, services performed, annual charges and resources utilized.

- Five References for similar assignments/work performed. If different from above project list, describe the nature of the project/assignment as described above.
- Business partner relationships and level of your firm (i.e. Microsoft Gold).
- Tenure with firm of key personnel to be assigned to project.
- Discuss your customer knowledge continuity process for maintaining customer environment knowledge as staff resources change.

D. Response to the Scope of Services requested and other key issues raised in RFP

The respondent should address how it will provide the services requested in the scope of services. Including the establishment of the processes and procedures for maintaining and supporting all of the District's network infrastructure, how the support desk will function, how documentation and change control will be implemented, how managed services are provided and discuss other key issues raised in this RFP or are anticipated during the course of performing the scope of services requested.

E. Cost Proposal – Separate Attachment

- The District desires an all-inclusive based fees proposal for the scope of services listed (required). In addition, firms may disclose a fixed fee schedule for specific managed service offerings provided.
- Include hourly billable rates of all personnel who could be assigned to the project.
- Include any other billable costs (and corresponding unit costs) associated with the proposal (e.g., direct charges such as copying costs, travel, etc.) as applicable.

GENERAL TERMS AND CONDITIONS

1. Consultant Questions during Proposal Process: Proposing firms are encouraged to ask questions to strengthen proposals to the District. Please direct your questions to: Ryan Williams at rwilliams@valley-sanitary.org. Please provide all inquiries in writing (e-mail). Questions will be accepted up to 3:00 pm Pacific Time on Friday, July 10, 2020. All questions and answers will be e-mailed to all firms who indicate their intention to respond to the RFP. Please email your intention to respond to Ryan Williams. You will receive confirmation of receipt of your email. Question sources will remain anonymous.
2. Limitation: The Request for Proposals (RFP) does not commit the District to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with any/all

qualified sources or to cancel all or part of this RFP.

3. **Award:** The firm/entity chosen may be required to participate in negotiations and to submit such revisions of its proposals as may result from negotiations. The District reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.
4. **Signature:** The consultant's RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and who may be contacted during the period of proposal evaluation. The consultant's RFP response shall be signed by an official authorized to bind the consultant.

PROPOSAL SUBMISSION

One PDF electronic copy of the proposal must be received no later than **4:00 p.m. on Friday, July 24, 2020**, by one of the following two methods. Late proposals will not be accepted.

1. Delivered to VSD Administrative Office
or
2. Emailed to rwilliams@valley-sanitary.org

SELECTION CRITERIA

In reviewing proposals, the District's proposal reviewers will use a standardized selection:

- Experience and qualifications of assigned staff **(20 points)**
- References (particularly public agencies) and relevant work performed **(20 points)**
- Firm/entity key personnel assigned to the project **(10points)**
- Demonstrated ability to competently implement the scope of services **(20 points)**
- Demonstrated understanding of issues raised by District in RFP and completeness in addressing the scope of work **(30 points)**

A review panel will rate the initial proposals based upon standardized selection criteria and will select up to 3 of the highest scoring consultants to attend interviews (see selection process and time frame below). All other consultants will be notified according to the schedule provided below.

SELECTION PROCESS AND TIME FRAME

Wednesday, July 1, 2020	Release date of RFP
Friday, July 10, 2020	Questions due no later than 3:00 PM PDT
Friday, July 24, 2020	RFP responses due no later than 4:00 PM PDT
Tuesday, August 11, 2020	Board approval of contract
Tuesday, September 1, 2020	Services begin

**Exhibit A
 Scope of Services**

The District will supply the following: restroom toiletries, soaps, chemicals, and trash can liners.
Contractor must provide own equipment (vacuum, duster, carts, rags, buckets, etc.).

Basic Services
Office Areas/Conference Rooms/Lobby/Mail Room/Common Area
Clean glass in doors
Remove all cobwebs
Wipe down all surfaces including, door frames, windowsills, file cabinets, counters, etc.
Remove smudges from kick plates, handrails, walls and light switches
Empty all trash cans and reline
Arrange furniture and magazines in reception waiting area
Disinfect conference room tables, chairs, counters, exterior of cabinets, sinks, handrails, etc.
Vacuum all carpet areas and mats
Sweep and mop all hard floor surfaces including rolling mats in offices and cubicles
Restrooms
Clean and disinfect all urinals, toilets, mirrors, counters, sinks, shower stalls
Clean and polish all bright work and dispensers
Spot clean walls, partitions, and light fixtures
Empty trash cans and reline
Sweep /mop all floors and clean exhaust fan grating
Wipe down tops of partitions, dispensers
Restock all products including toiletries, soap and paper products
Lunchroom/Lunchroom areas
Clean and disinfect chairs, tables, counters and exterior of cupboards
Clean microwaves in and out
Clean and sanitize all sinks including garbage disposal
Wipe down outside of appliances and lighting fixtures
Restock paper towels
Sweep and mop all floors
Turn off coffee makers
Outdoor
Empty trash cans and reline, remove cobwebs
General instructions
Janitorial closet clean and orderly
All furniture is returned and arranged neatly including desk and conference room chairs
Contact District and share any repairs that are needed
Turn off all lights and fans prior to departing
All doors and windows are closed and secure

Proposer is to describe below how the Basic Services will be performed. The plan should include

the number of personnel to execute the services and estimated time to complete each service.
The contractor will have access to the work site only between the hours of 2:30 p.m. to 5:00 p.m., Monday through Friday.

Respectfully submitted,

Print Name: _____ Print Title: _____

Signature: _____ Date: _____

**Exhibit B
 Cost of Services**

The Proposer, in compliance with the request for proposals for the Janitorial Services, having examined Exhibit A: Scope of Services and written specifications, hereby proposes to furnish Janitorial Services for the following unit prices.

	Name	Basic Services Provided	Address	Total Cost Per Month
1	Administration Building	3x Weekly	45-500 Van Buren	\$
2	Operations Building	3x Weekly	45-500 Van Buren	\$
3	Maintenance Building	2x Weekly	45-500 Van Buren	\$
4	Collection Services Building	2x Weekly	45-500 Van Buren	\$
6	Lab Building	3x Weekly	45-500 Van Buren	\$
TOTAL				\$
Proposed percent increase for additional option year 2				%
Proposed percent increase for additional option year 3				%

Enhanced Services shall be quoted at the time service is requested. The District may elect to contract with another provider for these services. Please note on Exhibit C which services Proposer can supply.

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other cost necessary to cover the finished work.

Respectfully submitted,

Print Name: _____

Print Title: _____

Signature: _____

Date: _____

**Exhibit C
 Enhanced Services**

Please indicate what Enhanced Services your firm can supply to the District. Enhanced Services shall be quoted at the time service is requested. The District may elect to contract with another provider for these services. Please submit duplicate pages if necessary, to list additional services proposer can provide.

ENHANCED SERVICES	
Indoor	Outdoor
<input type="checkbox"/> Carpet Cleaning & Stain Removal (annually) <input type="checkbox"/> Strip, service, wax hard floors (semi-annually) <input type="checkbox"/> Window cleaning (quarterly) <input type="checkbox"/> Clean/steam upholstered furniture and partitions (semi-annually) <input type="checkbox"/> Clean light fixtures (quarterly) <input type="checkbox"/> Dust/clean blinds, vents, display cases (semi-annually)	<input type="checkbox"/> Power wash walkways (monthly) <input type="checkbox"/> Window cleaning (quarterly) <input type="checkbox"/> Clean light fixtures (semi-annually)
LIST ADDITIONAL SERVICES PROPOSER CAN PROVIDE	
Indoor	Outdoor

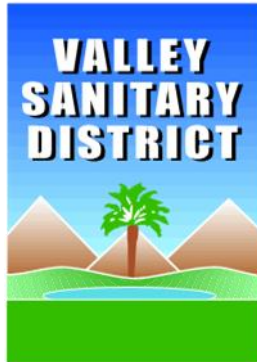
Respectfully submitted,

Print Name: _____

Print Title: _____

Signature: _____

Date: _____



**Staffing Analysis
and
Wages & Benefits Comparison
November 2019**

Prepared by:
Beverli A. Marshall, SDA
General Manager

Executive Summary

The Board of Directors indicated that it would be beneficial to have an analysis of the District's staffing level, workload, succession planning, and future needs based on anticipated changes in upcoming permit renewals, and implementation of a recycled water project. In addition, the Board wanted more data on wages and benefits from other agencies to further a discussion on addressing recruitment and retention issues.

This report utilizes various industry best management practices (BMP), published guidelines, and analysis of comparable agencies to analyze staffing levels, wages, and benefits that will allow VSD to operate at its full potential and be competitive in its recruiting and retention of staff. The findings in this report are intended to provide the District with opportunities to address both recruitment and retention as well as plan for future needs.

Introduction

Valley Sanitary District (VSD or District) is a special district that provides wastewater collection, treatment, and discharge for the citizens of Indio and a small portion of Coachella and La Quinta. The total population is approximately 90,000. VSD operates 254 miles of gravity sewer line, five pump stations, and a treatment plant that processes an average of 5.6 million gallons of wastewater each day. The District is governed by a five-member Board of Directors that are elected at-large every four years.

VSD has been leanly staffed and challenged to perform its day-to-day tasks in addition to the numerous special projects ever since the plant was upgraded and expanded in the mid-2000's. In general, I have observed that the District is understaffed in several functional areas and does not have the capacity to take on the second phase of the plant expansion and upgrades and the recycled water project.

Background

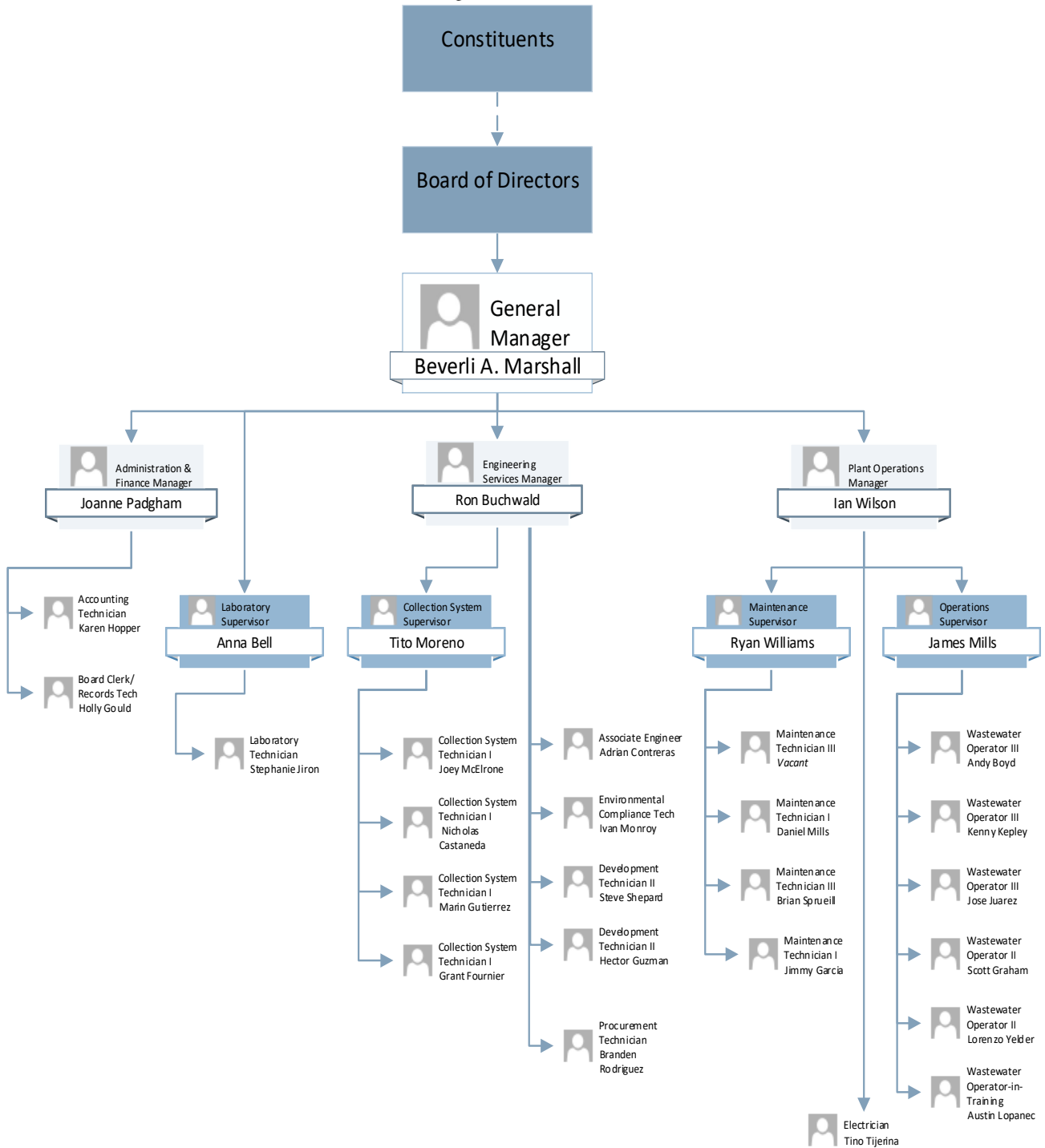
The General Manager oversees a total of 30 employees that are responsible for delivering services to the ratepayers and community served by Valley Sanitary District. There are three departments (Operations, Administration, and Field Services) that are managed by the District's management team. The following list reflects the positions approved in the FY 2019/20 Budget.

Authorized Positions FY 2019/20

<u>Classification</u>	<u>#</u>
Accounting Technician	1
Admin & Finance Manager	1
Assistant Engineer	1
Accounting Clerk	1
Chief Facility Operator	1
Collection System Supervisor	1
Collection System Technician I/II/III	4
Development Services Technician I/II/III	2
Electrical/Instrumentation Technician I/II/III	1
Environmental Compliance Technician I/II/III	1
General Manager	1
Director of Engineering	1

Laboratory Supervisor	1
Laboratory Technician I/II/III	1
Maintenance Supervisor	1
Maintenance Technician I/II/III	4
Procurement Technician	1
Wastewater Operator I/II/III	6
Wastewater Operator Supervisor	1

Organizational Chart



Methodology

As part of the analysis, I completed the following tasks to independently determine the number and type of staff needed to properly operate the treatment facility, meet permit requirements, perform field services, support the administrative functions, and plan for future needs.

1. Reviewed and evaluated history of staffing over the past 10 years
2. Reviewed organizational charts, classification specifications, budgets, and CAFRs.
3. Calculated the productive hours available with existing staff.
4. Calculated the work hours needed for current activities and services.
5. Compared staffing levels with comparable agencies.
6. Compared wages and benefits with comparable agencies.

To gather the necessary data, I had informal discussions with staff, supervisors, and managers to identify areas of concern, tasks and functions that have lagged due to insufficient resources (staff or contractors), training and cross-training needs, and succession concerns. The employees that I talked with were open, frank, and friendly. They were honest and supportive of having the “right” number of staff without going to any extremes. In fact, I would say that they were very conservative in their suggestions. I believe that this is the outcome of a history of being thinly staffed and a lack of willingness to raise rates.

I also utilized “*The Northeast Guide for Estimating Staffing at Publicly and Privately-Owned Wastewater Treatment Plants*” (*Northeast Guide*) to determine the baseline staffing needs for the VSD plant operations, maintenance, and laboratory functions. I used the “*Core Attributes of Effectively Managed Wastewater Collection Systems*” (*Core Attributes*), a product of a joint effort including the Water Environment Federation (WEF) and the National Association of Clean Water Agencies (NACWA), to determine baseline staffing needs for the Collection System.

To provide context, I also looked for public agencies within the geographical area that provide similar services. I looked at population, plant flow, number of employees, type of agency, and location in, or proximity to, Coachella Valley to identify those that most closely matched VSD. I was able to identify 11 agencies within, or near, the Coachella Valley. These agencies were:

City of Coachella (Wastewater Division)
Coachella Valley Water District
Desert Water Agency
Hi-Desert Water District
Indio Water Authority
Mission Springs Water District
Rancho California Water District
Rincon del Diablo Municipal Water
Victor Valley Water Reclamation Authority
West Valley Water District
Yucaipa Valley Water District

The only outlier in the group was Coachella Valley Water District, which is considerably larger in both flow and population served. It is the primary competition for recruitment and retention in the Coachella Valley and needs to be included for that reason. CVWD data was not used to calculate Mean to avoid skewing comparison. Table 1 reflects the comparable agencies data.

Table 1. Comparable Agencies

Agency	# of EEs	Avg. Flow	Ratio EEs to Flow	Population	Ratio EEs to Population
City of Coachella (Wastewater Division)	16	1.5	10.5	45,839	0.000344
Coachella Valley Water District					
Desert Water Agency	85		-	106,000	0.000802
Hi-Desert Water District	46		-	24,000	0.001917
Indio Water Authority	49		-	100,000	0.000490
Mission Springs Water District	45	2.0	22.5	40,000	0.001125
Rancho California Water District	150	5.0	30.0	150,000	0.001000
Rincon del Diablo Municipal Water	21		-	30,000	0.000700
Victor Valley Water Reclamation Authority	41	10.7	3.8	293,000	0.000140
West Valley Water District	79		-	103,562	0.000763
Yucaipa Valley Water District	63	4.0	15.8	59,000	0.001068
# of Comparisons	10	5		10	
Mean	59	4.6	12.8	95,140	0.000625
Valley Sanitary District	31	5.5	5.6	89,863	0.000345
% Above /-Below Mean	-92%	16%	-127%	-6%	-81%

Staffing Analysis

Reviewing the data from the identified agencies, VSD’s staffing level is below the mean. Based on flows, VSD’s ratio is significantly lower (-127%) than the average of the five comparable agencies. Based on population, VSD’s ratio is approximately half of the mean. While these are not sole indicators of a need for additional staff, it does provide context for the other data and analyses. To determine how many hours were available for each employee to perform the necessary tasks I used the standard of 1,500 annual hours for each full-time equivalent (FTE) of available work time, calculated as:

- 2,080 gross hours
- 104 training hours (13 days)
- 96 sick leave hours (12 days)
- 160 vacation hours (20 days)
- 104 holiday hours (13 days)
- 110 break hours (30 minutes/day)
- 1,506 total available hours*

I looked at the calculations for both the 1.0-5.0 mgd and 5.0-10.0 mgd flow categories based on VSD’s average flow of 5 to 6 mgd. Table 2 shows the number of VSD employees in each functional area, the work hours needed to complete the related tasks based on the *Northeast Guide*, and the related staffing levels to meet the workload.

Table 2. Work Hours by Functional Area

Functional Area	VSD	1.0-5.0 mgd	Guide	5.0-10.0 mgd	Guide
Basic and Advanced Operations	4.5	6,752	4.5	8,848	5.9
Maintenance	6.0	17,972	12.0	34,008	22.7
Laboratory	2.5	3,698	2.5	3,698	2.5
Biosolids/Sludge Handling	2.0	3,840	2.6	5,120	3.4
Yardwork	1.0	530	.4	530	.4
Estimated O & M Hours	22,500	32,742		52,204	
Estimated O & M Staff	16.0	21.8	22	34.8	35
Estimated Additional Staff (Chart 7)		1.0	1.0	1.0	1.0
Total Staffing	16		23		36

Erring on the conservative side, this report focuses on the 1.0-5.0 mgd category. Looking at staffing in each functional area, VSD is understaffed in Maintenance by approximately 7.0 positions. This is partially offset by contracting out highly specialized or infrequent tasks to contractors and consultants. Taking that into account, it is still clear that the *Northeast Guide* indicates that VSD is significantly understaffed based on a plant that processes approximately 5.0 mgd flow. This does not include the planned upgrades and implementing recycled water in the next three to five years.

The *Northeast Guide* does not calculate the staffing needed to perform collection service tasks. I used the *Core Attributes* to identify staffing levels for the Collection System division functions. Industry best management practices (BMP) indicate that a crew of 2.5 employees can clean 95 miles (500,000 feet) of gravity line per year. VSD owns 254 miles of gravity line and cleans an average of 134 miles (705,000 feet) each year. This would indicate a need for at least 3.5 employees. For safety in some locations, such as high traffic areas, a crew of 3 is needed, which reduces the availability for that employee to work on a second crew. In addition to the line cleaning, staff also assists the Plant Operations department when needed. Two crews of 2 employees each, for a total of 4, would allow for more efficiency in completing the annual cleaning function.

CCTV work is also a function of the Collection System division. The BMP indicates that a collection system should be reviewed via CCTV no less than once every 10 years for system assessment - 134,000 feet each year for VSD. Approximately 2% (14,000 feet) of lines cleaned each year should be reviewed by CCTV for quality control. A CCTV crew, usually two employees, can survey 2,000 feet per day. VSD should survey at least 150,000 feet per year, which is approximately 1,200 hours of staff time dedicated to CCTV tasks. VSD averages 148,000 feet per year. This equates to almost 1 full-time employee for just CCTV tasks. For safety, the CCTV crew should consist of 2 employees.

General planning, supervising, marking gravity lines and force mains in response to USA requests, and monthly and annual reporting requires a full-time position. Therefore, based on BMP, the Collection System division staffing level should be at least 6 positions. The Collection System division is approved currently for 5 positions.

The Development Services division consists of 4 employees and is the only O & M division that does not have a supervisor. The District Engineer oversees this division, the Collection System division, and the capital improvement program. This typically results in little day-to-day interaction with the Development Services division staff. It would be more effective and efficient to assign a

supervisor to this division and allow the District Engineer to focus on the capital improvement program. This would result in an increase of one position in the Development Services division.

The Administrative Services department has 5 employees, including the General Manager. There is no redundancy in the positions and in the past when an employee has left, there has been both a workload impact and knowledge vacuum with the vacancy. Aside from the Administration & Finance Manager, there is no confidential employee to perform human resources tasks. No other position has the classification or capacity to perform these tasks.

Wage & Benefit Analysis

In addition to the staffing levels at the identified agencies, I looked at the wages payed and benefits provided by the comparable agencies to the classifications most like those at VSD. Based on the geographical proximity to VSD, I did not adjust for cost of living variances. Rather than listing the data for each classification for agency, Table 3 lists the VSD classifications and monthly wages, the mean based on comparable agency data, and the percent above or below the mean.

Table 3. Monthly Wages

VSD Classification	VSD Wage	Comparable Mean	% Above/ (Below) Mean
Accounting Technician	\$6,316	\$6,590	(4.3%)
Accounting Clerk	\$5,728	\$5,764	(0.6%)
Administration & Finance Manager	\$9,331	\$13,683	(46.6%)
Assistant Engineer	\$7,677	\$8,458	(10.2%)
Associate Engineer	\$8,463	\$10,131	(19.7%)
Chief Plant Operator	\$9,331	\$11,679	(25.2%)
Collection System Supervisor	\$8,463	\$8,720	(3.0%)
<i>Collection System Tech-in-Training</i>	<i>\$4,948</i>	<i>\$4894</i>	<i>1.1%</i>
Collection System Technician I	\$5,728	\$4,997	12.8%
Collection System Technician II	\$6,316	\$5,646	10.6%
Collection System Technician III	\$6,963	\$6,529	6.2%
Development Services Technician I	\$6,693	\$6,006	13.7%
Development Services Technician II	\$8,463	\$6,951	17.9%
District Engineer	\$13,129	\$15,528	(18.3%)
Electrician/Instrumentation Tech III	\$7,677	\$7,422	3.3%
Environmental Compliance Tech I	\$6,963	\$6,063	12.9%
<i>Environmental Compliance Tech II</i>	<i>\$8,463</i>	<i>\$6772</i>	<i>20.0%</i>
General Manager	\$18,750	\$19,907	(6.2%)
Laboratory Supervisor	\$8,463	\$9,332	(10.3%)
Laboratory Technician I	\$6,316	\$6,260	0.9%
Laboratory Technician II	\$6,963	\$7,351	(5.6%)
Maintenance Supervisor	\$8,463	\$9,012	(6.5%)
Maintenance Technician I	\$5,456	\$5,307	2.7%
Maintenance Technician II	\$6,015	\$5861	2.6%
Maintenance Technician III	\$6,631	\$6778	(2.2%)
Management Analyst	\$6,963	\$7,400	(6.3%)
Procurement Technician	\$6,316	\$5,965	5.6%
Wastewater Operations Supervisor	\$8,463	\$9,212	(8.9%)

Wastewater Operator-in-Training	\$4,948	\$4,719	4.6%
Wastewater Operator I	\$5,728	\$5,620	1.9%
Wastewater Operator II	\$6,316	\$6,268	0.8%
Wastewater Operator III	\$6,963	\$7,100	(2.0%)

Two of the classifications (Collection System Tech-in-Training, Environmental Compliance Technician II) had fewer than the four comparable data points. At minimum, at least four are needed for an accurate comparison. The mean was recorded for these classifications, but there was a low confidence level regarding the comparison. The remaining classifications met the minimum of four data points.

Most notable in this analysis was that VSD has a wage schedule that was not based on market comparisons. The variances were all over the place with the greatest above the mean 17.9% and below the mean (46.6%). The other notable issue was that the past practice of internal parity among the supervisors created a significant variance from the market for these classifications. This creates a potential recruitment and retention problem if it is not corrected so that VSD is more competitive with its wages.

In addition to reviewing the wages offered by the comparable agencies, I also reviewed the benefits provided by the agencies. Table 4 lists the benefits offered by VSD, the mean based on comparable agency data, and the percent above or below the mean.

Table 4. Benefits

Benefits	VSD	Comparable Mean	% Above/ (Below) Mean
PERS Tier 1 Plan	2.5%	2.6%	(2.7%)
PERS Tier 1 EPMC	-	4%	(100%)
Social Security	6.2%	-	(100%)
Medical (Family)	\$1,851	\$1,565	15%
Dental (Family)	50%	94%	(89%)
Vision (Family)	100%	94%	6%
Cash-in-Lieu of Medical	\$450	\$492	(9%)
Retiree Health	\$136	\$1,303	(858%)
Safety Shoe Reimbursement	\$225	\$220	2%
Holidays (set + floating)	10	13	(29%)
Sick Leave	12	12	-
Sick Leave Accrual Cap	960	Unlimited	-
Vacation (Start)	15	12	22%
Vacation (Top)	25	24	4%
Administrative Leave (Management)	10	7	27%
Bereavement Leave	4	4	-
Standby Pay (weekday)	\$35	\$57	(62%)
Standby Pay (weekend day)	\$75	\$83	(11%)
Callback Minimum	2	2	-
Bilingual Pay	-	\$33	(100%)
Deferred Comp Match	-	\$1,380	(100%)
Life Insurance	\$150,000	\$183,750	(23%)

Life Insurance (Management)	\$200,000	\$202,500	(1%)
Tuition Reimbursement	\$3,000	\$4,600	(53%)
Tuition Reimbursement (Management)	\$3,000	\$4,200	(40%)
Long-Term Disability	100%	100%	-
Longevity	Yes	Yes	-

In reviewing the benefits provided by all the agencies, the most notable issue was that VSD participates in Social Security while only two of the comparable agencies do. Since contributions are made by the employees, this has an impact on their take-home compensation. Three of the comparable agencies continue to pay a portion of the EPMC. These two issues exacerbate the wage variances for those classifications that are below the mean.

While VSD pays a significant portion of the cost of medical coverage, it lags in paying for other benefits, such as dental and retiree medical costs. VSD is below the mean for holidays, standby pay, and life insurance coverage for its non-management staff. This creates a potential recruitment and retention problem if not corrected to be more competitive.

Findings

Leanly staffed agencies risk neglecting preventive and BMP activities that eventually affect the overall operations of the system. This is due to resources (staff) being redeployed to address emergencies, unanticipated projects, and covering for staff that are on extended leaves. This needs to be addressed to avoid significant impacts on equipment and staff burnout.

Finding #1: The various functional areas need to be reviewed and the quantity of staff and necessary classifications need to be identified to resolve the deficit. Based on the Northeast Guide and the Core Attributes, the plant Operations, Maintenance, and Collection System divisions are understaffed by 8 FTE. However, some of the workload could be offset by contracting out the more complex or infrequent tasks.

Finding #2: Staffing recommendations included in the engineering analysis for the upcoming plant upgrades and recycled water projects need to be reviewed. Any additional staff will need to be added to the increases already identified so as not to perpetuate the staffing shortage.

Finding #3: Regular work tasks need regular reviews to ensure that efforts are necessary, not being duplicated, and are carried out in the most efficient manner while adhering to BMP.

Finding #4: Supervisors are the backup for day-to-day operations, which takes them away from their own work and responsibilities. When supervisors are relied upon to fill in for staff that are in training, out on leave, or reassigned to other tasks, the District risks key responsibilities not being performed and burning out the supervisors. The Operations, Maintenance, and Collection System divisions need to resolve this ongoing issue.

Finding #5: Staff should have regular, quality interaction with supervisors. If there is no direct supervisor over the staff, or if the supervisor is already tasked with too great a workload, staff are not receiving proper oversight and training. The Development Services division does not have a supervisor to provide the day-to-day oversight.

Finding #6: Other than the Administration & Finance Services Manager, there is no confidential position in Administrative Services to focus on sensitive human resources tasks. The backup for this function should not be the General Manager.

Finding #7: Job descriptions within a series of classifications (Maintenance Technician I, II, III) should be flexibly staffed and the full range of the series should be developed for all applicable classifications. The wage schedule should have a consistent variance between the top step of each classification in the series. This should be consistent for all series-based classifications.

Finding #8: The Board has not adopted a policy on wage comparability (mean, 75th percentile, etc.). Once adopted, the VSD Wage Schedule should be developed based on this policy.

Finding #9: The Board has not adopted a policy on internal parity or market comparability as the determining factor in setting supervisory classification wage schedules. The VSD Wage Schedule should be developed based on this policy.

Finding #10: The Wage Schedule does not address the impact of the District's participation in Social Security on take-home pay.

Finding #11: The Board has not adopted a policy on benefits and where the District should be in comparison to other local agencies (see Finding #8).

Based on the analysis and findings, VSD's total staffing level should be between 40 and 50 FTEs, which is an additional 10 to 20 positions. Some of the FTEs could be offset by contracting out highly specialized or infrequent tasks. In addition to increasing the number of staff, the wage schedule needs significant changes and the benefits package, in conjunction with wages, needs to be more competitive. The classifications, number, and timing of implementation should be discussed as part of the mid-year budget review and FY 2020-21 budget development.

Conclusion

Valley Sanitary District is staffed by dedicated employees who are committed to their profession as well as to the District. VSD has operated in the margins as far as its capacity to perform the day-to-day tasks necessary to collect, treat, and discharge wastewater for its service area. The staffing level does not allow for meeting the day-to-day needs as well as special projects, increasing regulatory requirements, and unanticipated breakdowns in the system. It also does not allow for succession planning and implementing recycled water.

This report includes findings to assist VSD in addressing the issues highlighted by the data. The timing of implementing changes to address these will be governed by the cost and how each change fits into the short- and long-term financial projections of the District. Implementing the changes will reap long-term benefits for the District and create a stable and reliable workforce.



**Valley Sanitary District
Board of Directors Meeting
September 8, 2020**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Ronald Buchwald, Engineering Services Manager

SUBJECT: Award of Contract to Desert Concepts Construction, Inc. for the Cabazon Road Slope Stabilization Project

<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 bid submittal from Desert Concepts Construction, Inc.

Strategic Plan Compliance

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

Fiscal Impact

The total cost of this bid is \$40,425. The current budget for the Cabazon Road Slope Stabilization project is \$250,000 and is included in the FY 2020/21 Capital Improvement Budget.

Background

The slope along the south end of the District’s property is being eroded during flooding events which is causing the posts of the chain link fence to become exposed. District staff worked with the City of Indio to develop a solution to protect the slope (within City right-of-way) and provide a minimal fee permit to perform the work. The work includes grading the existing slope and installing filter fabric, gravel base, and rip-rap rock on the newly graded slope.

This bid covers only a portion of the overall project as staff wanted to see it before moving forward with the entire project. If this initial phase is successful, staff will request to move forward with the remaining portion of the project.

Recommendation

Staff recommends that the Board of Directors award a contract to Desert Concepts Construction, Inc. in an amount not to exceed \$40,425 for the slope restoration and stabilization project.

Attachments

Attachment A: Desert Concepts Construction bid submittal dated, August 27, 2020.

Attachment B: Contractor's license status and detail.

Attachment C: Contractor's DIR number information.

**VALLEY SANITARY DISTRICT
INVITATION FOR BID**

SUBMIT BID TO: Valley Sanitary District 45500 Van Buren Street Indio, CA 92201	FOR FURTHER INFORMATION CALL: Ron Buchwald District Engineer (760) 238-5400 Fax (800) 750-2280 rbuchwald@valley-sanitary.org
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CONTRACT NO: 2020-0107	DATE MAILED: July 30, 2020	THIS BID MUST BE DELIVERED TO THE DISTRICT BEFORE: 2:30 P.M., Thursday, August 27, 2020
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QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
1	<p style="text-align: center;">GRADING OF EXISTING SOIL, INSTALLATION OF FILTER FABRIC AND SLOPE STABILIZING ROCK MATERIAL:</p> <p style="text-align: center;">NOTICE TO BIDDERS</p> <p>Grade native soil along existing District fence line and install filter fabric and rock material in accordance with the specifications attached and within the prescribed completion time limit.</p> <p>Any deviations from the specifications must be clearly indicated in writing at the time the proposal is submitted. The District reserves the right to waive minor variations in bid specifications.</p> <p>An optional but highly recommended pre-bid job walk will be held on Wednesday, August 12, 2020, at 9:30 AM at Valley Sanitary District's Administration Building. A Contractor Contact Form (included) must be completed and turned in to Valley Sanitary District by Friday, August 14, 2020 by 5:00 PM in order to bid on this project.</p> <p>All bidders must be registered with the Department of Industrial Relations to perform public work and must be licensed in accordance with the laws of the State of California:</p> <p>DIR Registration Number: <u>1000006619</u></p> <p>Contractor's License Number: <u>849837</u></p> <p>The lowest, responsible bidder will be required to enter into a Short Form Construction Contract with Valley Sanitary District in order to perform the work related to this bid. They will be held to all terms and conditions set forth in the construction contract which includes Payment and Performance Bonds, Insurance, etc. A blank copy of the Short Form Construction Contract is included as part of this bid package.</p> <p>Sealed bids shall be received at the Administration Office of Valley Sanitary District, 45500 Van Buren Street, Indio, CA, up to 2:30 P.M., on Thursday, August 27, 2020, at which time they will be publicly opened and read.</p>	<p>\$ 40,425.00</p> <p style="text-align: center;">Lump Sum</p>	<p>\$40,425.00</p> <p style="text-align: center;">Total</p>

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the District. The request shall be executed by the bidder or bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

As stated in Public Contract Code Section 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the District written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice, in detail how the mistake occurred.

All bidders shall verify if any addendum for this project has been issued by the District. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's submittal.

The Project must be completed (fabricated and installed) within thirty (30) consecutive calendar days from the commencement date listed on the Notice to Proceed sent by the District.

Bidder's signed Bid and written acceptance by the District shall constitute an agreement. Submission of a signed bid will be interpreted to mean that the Bidder has hereby agreed to all the terms and conditions set forth in this entire Invitation for Bid.

The award will be made to the lowest responsible bidder whose bid complies with the specifications in a manner satisfactory to the District's best interests as determined by the District. The right is reserved, as the interest of the District may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids. The decision of the Board of Directors will be final.

The price quoted by Bidder in his or her proposal shall be the total price and include any sales or use tax levied by the California Revenue and Taxation Code, and shall be exclusive of Federal Excise taxes pursuant to the exemption of political subdivisions in the "Revenue Act of 1935" or any other related Acts of Congress.

To bid, complete and return a copy of the Invitation for Bid and the other required documentation, sealed in an enclosed envelope. The envelope shall be marked with the project name and job-contract number. The bid must be received by the date and time shown in order to be considered.

Delivery shall be to:
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

Firm Desert Concepts Construction, Inc.

Date: 8/27/20

Address 79-775 Ave 40

Phone: 760-200-9007

Indio, CA. 92203

FAX: 760-200-9014

By (Signature)  _____

Print Name: Julio Castro

Title: President

Ron Buchwald
District Engineer

**VALLEY SANITARY DISTRICT
SHORT-FORM CONSTRUCTION CONTRACT
CABAZON ROAD SLOPE STABILIZATION PROJECT**

1. PARTIES AND DATE.

This contract ("Contract") is made and entered into this 27 day of August, 2020 by and between the **VALLEY SANITARY DISTRICT ("VSD")** a public entity, and Desert Concepts Construction a **contractor** with its principal place of business at Indio, CA ("Contractor"). VSD and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Valley Sanitary District "VSD". VSD is public sanitary district organized under the constitution and laws of the State of California with its principal place of business at 45500 Van Buren Street, Indio, California 92201.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by VSD on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing professional Construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of VSD.

2.3 Project. VSD desires to engage Contractor to render such services to **Construct and Install Filter Fabric and Slope Stabilizing Rock Material** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a Payment Bond and a Performance Bond in 100% of the amount of the total Contract value.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Contractor's Quote**.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to VSD all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by

reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.3 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by VSD.

3.4 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **30** calendar days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by VSD. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that VSD will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to VSD as fixed and liquidated damages, and not as a penalty, the sum of **\$500** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from VSD, any work necessary to correct errors or omissions which are caused by Contractor's, its employees' or subcontractors' failure to comply with the standard of care provided for herein. Any employee who is determined by VSD to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to VSD, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.6 Control and Payment of Subordinates; Contractual Relationship. VSD retains Contractor on an independent contractor basis and Contractor is not an employee of VSD. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance

under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.7 VSD's Basic Obligation. VSD agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the VSD shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the below referenced compensation in accordance with compensation provisions set forth in the Contract.

3.8 Compensation and Payment.

3.8.1 Amount of Compensation. As consideration for performance of the Work required herein, VSD agrees to pay Contractor the Total Contract Price **\$40,425.00 Dollars (\$XXX)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by VSD.

3.8.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, VSD will arrange for payment of the Total Contract Price upon completion and approval by VSD of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, VSD will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to VSD an itemized application for payment in the format supplied by VSD indicating the amount of Work completed since commencement of the Work or since the last progress payment. These pay applications shall be supported by evidence which is required by this Contract and such other documentation as VSD may require. Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of VSD and in such detail and form as VSD shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

VSD shall review and pay all progress payment requests in accordance with the provisions set forth in Section 7107 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.8.3 Contract Retentions. From each approved progress payment request, five percent (5%) will be deducted and retained by VSD, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.8.4 Other Retentions. In addition to Contract retentions, VSD may deduct from each progress payment an amount necessary to protect VSD from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by VSD in performing any of Contractor's obligations under the Contract which

Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by VSD during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by VSD, incurred by VSD for which Contractor is liable under the Contract; and (11) any other sums which VSD is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by VSD to deduct any of these sums from a progress payment shall not constitute a waiver of VSD's right to such sums.

3.8.5 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, VSD will permit the substitution of securities for any monies withheld by the VSD to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with VSD, or with a state or federally chartered bank in California as the escrow agent, and thereafter VSD shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time VSD has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by VSD.

3.8.6 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.8.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to VSD at the time of payment. To the extent that title has not previously been vested in VSD by reason of payments, full title shall pass to VSD at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by VSD, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.9 Termination. This Contract may be terminated by VSD at any time by giving Contractor three (3) days advance written notice. In the event of termination by VSD for any reason other than the fault of Contractor, VSD shall pay Contractor for all Work performed up to

that time as provided herein. In the event of breach of the Contract by Contractor, VSD may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset VSD's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, VSD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, VSD may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.10 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify VSD in writing and shall furnish all labor and material releases required by this Contract. VSD shall thereupon inspect the Work. If the Work is not acceptable to VSD, VSD shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by VSD. Once the Work is acceptable to VSD, VSD shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which VSD may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.11 VSD's Representative. VSD hereby designates Beverli Marshall, or her or his designee, to act as its representative for the performance of this Contract ("VSD's Representative"). VSD's Representative shall have the power to act on behalf of VSD for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than VSD's Representative or her or his designee.

3.12 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of VSD ("Contractor's Representative"). Following approval by VSD, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to VSD, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to VSD, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain VSD's written approval.

3.13 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from VSD, the

matter shall be referred to VSD's Representative, whose decision shall be binding upon Contractor.

3.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by VSD. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 7105 of the California Public Contract Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," VSD may terminate this Contract upon three (3) days advanced written notice.

3.15 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold VSD, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against VSD, its directors, officials officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against VSD or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse VSD and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract and shall not be restricted to insurance proceeds, if any, received by the District, its governing board, directors, officials officers, employees, agents, or volunteers. The only limit to Contractor's indemnification obligation shall be that required by Civil Code section 2782 exempting Contractor from indemnifying District against District's sole or active negligence or willful misconduct.

3.16 Insurance.

3.16.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to VSD that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to VSD that the subcontractor has secured all insurance required under this section.

3.16.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the

duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.16.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the VSD).

3.16.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Builders'/All Risk*: Completed value of the project.

3.16.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by VSD to add the following provisions to the insurance policies:

3.16.3.1 General Liability. (1) VSD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects VSD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by VSD, its directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.16.3.2 Automobile Liability. (1) VSD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects VSD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by VSD, its directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.16.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against VSD, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.16.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to VSD; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to VSD, its directors, officials, officers, employees, agents and volunteers.

3.16.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that VSD be named as loss payee. In addition, the insurer shall waive all rights of subrogation against VSD.

3.16.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to VSD, its directors, officials, officers, employees, agents and volunteers.

3.16.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name VSD, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.

3.16.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by VSD. Contractor shall guarantee that, at the option of VSD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects VSD, its directors, officials, officers, employees, agents and volunteers; or (2) Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the VSD.

3.16.9 Verification of Coverage. Contractor shall furnish VSD with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to VSD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by VSD. All certificates and endorsements must be received and approved by VSD before work commences. VSD reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.17 Bond Requirements.

3.17.1 Payment Bond. The Payment Bond requested by VSD and referenced in Section 2.4 above, and incorporated herein by reference, shall be executed and provided by Contractor to VSD concurrently with this Contract, in an amount required by VSD and in a form provided or approved by VSD. No payment will be made to Contractor until the bond has been received and approved by VSD.

3.17.2 Performance Bond. The Performance Bond requested by VSD and referenced in Section 2.4 above, and incorporated herein by reference, shall be executed and provide by Contractor to VSD concurrently with this Contract, in an amount required by VSD and in a form provided or approved by VSD. No payment will be made to Contractor until the bond has been received and approved by VSD.

3.17.3 Bond Provisions. Should, in VSD's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from VSD. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to VSD, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by VSD. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of VSD, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to VSD. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Total Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to Contractor, will release the surety. If Contractor fails to furnish any required bond, VSD may terminate the Contract for cause.

3.17.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to VSD. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the VSD.

3.18 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local,

state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.19 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by VSD of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by VSD in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as VSD may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of VSD, regardless of whether or not such warranties and guarantees have been transferred or assigned to VSD by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of VSD. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of VSD, VSD shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse VSD for any expenses incurred hereunder upon demand.

3.20 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall

give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify VSD in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to VSD, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold VSD, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.21 Permits and Licenses. Contractor shall be responsible for securing VSD permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee.

3.22 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for VSD's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.23 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify VSD of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by VSD; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, VSD shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.24 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, VSD shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of VSD to provide for removal or relocation of such utility facilities.

3.25 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. VSD shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the VSD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.26 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.27 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit the statutorily authorized penalty per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.28 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

3.29 Contractor’s Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit “C” and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.30 Labor and Material Releases. Contractor shall furnish the labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by VSD.

3.31 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.32 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to VSD all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time VSD tender final payment to the Contractor, without further acknowledgment by the Parties.

3.33 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

VSD

Valley Sanitary District
45-500 Van Buren Street
Indio, CA 92201
Attn: Beverli Marshall

CONTRACTOR

Name Desert Concepts Construction, Inc.
Address 79-775 Ave 40
City, State Zip Code Indio, CA. 92201
Attn: Julio Castro

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.34 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.35 Time of Essence. Time is of the essence in the performance of this Contract.

3.36 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of VSD. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, VSD may,

at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.37 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.38 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.39 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.40 Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104, *et seq.*

3.41 Prohibited Interests.

3.41.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VSD shall have the right to terminate this Contract without liability.

3.41.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of VSD, during the term of his or her service with VSD, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.42 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

VALLEY SANITARY DISTRICT

CONTRACTOR NAME

Desert Concepts Construction, Inc.

By: _____
General Manager

By:  _____
President
Contractor's License No. 849837

EXHIBIT "C"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 *et seq.* of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Contractor Name
Desert Concepts Construction, Inc.

By: 

President

CONTRACTOR CONTACT FORM

This form must be completed by any contractor who plans on submitting a bid for this project. This form should also be completed by any subcontractor, vendor or manufacturer who wants to be notified of any response to questions, addendums or other project notifications prior to bid opening.

This form will be submitted to the Valley Sanitary District by the due date listed in the **Invitation to Bid** or it will be deemed not responsive and their bid will be returned unopened. This form can be mailed (see Invitation to Bid), faxed (800 750-2280 attention Ron Buchwald) or emailed to Rbuchwald@valley-sanitary.org. Note: The Bidder's company name below must match the name of the company listed on the outside of the Bidder's envelope.

Contractor's or Entity's Name: Desert Concepts Construction, Inc.

Contractor's or Entity's Interest in Project (list Bidder, Subcontractor, Vendor, etc.): West Coast Sand and Gravel, Southwest Stone.

Contractor's or Entity's Address: 79-775 Ave 40 Indio Ca, 92203

Contractor's or Entity's Contact Person: Julio Castro

Contractor's or Entity's Phone No.: 760-534-6423

Contractor's or Entity's Email Address: Juliodesertconcepts@gmail.com

Date: 8/12/20



Contractor's License Detail for License # 849837

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/27/2020 2:41:29 PM

Business Information

DESERT CONCEPTS CONSTRUCTION INC A CALIFORNIA CORPORATION
79775 AVE 40
INDIO, CA 92203
Business Phone Number:(760) 200-9007

Entity Corporation
Issue Date 11/08/2004
Expire Date **11/30/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING CONTRACTOR
- ▶ C36 - PLUMBING
- ▶ C16 - FIRE PROTECTION CONTRACTOR
- ▶ C27 - LANDSCAPING
- ▶ B - GENERAL BUILDING CONTRACTOR
- ▶ C10 - ELECTRICAL
- ▶ C-8 - CONCRETE
- ▶ C23 - ORNAMENTAL METALS
- ▶ C33 - PAINTING AND DECORATING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 234714

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ The qualifying individual SILVIANO CASTRO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/04/2017

[BQI's Bond History](#)

- ▶ The qualifying individual JULIO CASTRO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/18/2016

[BQI's Bond History](#)

- ▶ The qualifying individual ELOY OCHOA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/18/2017

NOTE: There are 4 qualifiers (with bonding information) for this license. Up to 3 are displayed on this page.

Workers' Compensation

This license has workers compensation insurance with the [EVEREST PREMIER INSURANCE COMPANY](#)

Policy Number: 7600021228201

Effective Date: 01/01/2020

Expire Date: 01/01/2021

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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Contractor Information

Legal Entity Name

DESERT CONCEPTS CONSTRUCTION, INC.

Legal Entity Type

Corporation

Status

Expired

Registration Number

1000006619

Registration effective date

6/13/2018

Registration expiration date

6/30/2019

Mailing Address

79775 AVE 40 INDIO 92203 CA United States of America

Physical Address

79281 AVE 40 INDIO 92203 CA United States of America

Email Address

Trade Name/DBA

License Number(s)

Other:849837

Registration History

Effective Date	Expiration Date
6/13/2018	6/30/2019
6/19/2017	6/30/2018
5/5/2016	6/30/2017
7/2/2015	6/30/2016
1/23/2015	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:

A0676616

Federal Employment Identification Number:

President Name:

JULIO CASTRO

Vice President Name:

REGINA CASTRO

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:

AMIR

Agent of Service Mailing Address:

79775 AVE 40 INDIO 92203 CA United States of America

Workers Compensation

Do you lease employees through

Professional Employer

Organization (PEO)?:

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Self Insured

Workers Compensation Cert/Pol... 4503-133

Workers Compensation Certifica... 10/14/2012



**Valley Sanitary District
Board of Directors Meeting
September 8, 2020**

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 Harris & Associates in an Amount Not to Exceed \$47,400 for Inspection Services for the Indio Boulevard Rehabilitation Project

<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 Harris & Associates.

Strategic Plan Compliance

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

Fiscal Impact

The total cost of this proposal is \$47,400. The current budget for the Collection System Rehabilitation & Program Management project is \$876,260 and is included in the FY 2020/21 Capital Improvement Budget.

Background

The Collection System Rehabilitation & Program Management project is comprised of multiple sewer main replacement or relining projects within the District’s boundary. Inspection services are required to make sure the contractor performs the required work per VSD design standards and project specifications. VSD staff will be involved in these efforts but need outside assistance to perform the daily inspection tasks.

This proposal is for the Indio Boulevard Rehabilitation Project only. Future projects in this program will need inspection services as well, but we will use this project to customize future proposals.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Harris & Associates in an amount not to exceed \$47,400 to provide inspection services for the Indio Blvd Rehabilitation Project and authorize the General Manager to execute Task Order No. 20-01.

Attachments

Attachment A: Harris & Associates' proposal dated July 31, 2020



July 31, 2020

Ron Buchwald, PE
District Engineer
Valley Sanitary District
45500 Van Buren Street
Indio, California 92253

Subject: Task Order for Inspection Services for the Indio Boulevard Trunk Sewer Rehabilitation Project

Dear Ron,

Harris & Associates (Harris) appreciates the opportunity to present our proposal for inspection services for the Valley Sanitary District (District) Indio Boulevard Trunk Sewer Rehabilitation Project (Project). This Project consisting of installation of CIPP liner in existing sewer mains, across two sites with eight segments and one segment of line respectively is anticipated to take less than 30 days including re-establishment of sewer laterals, manhole rehabilitation, and sewer bypass. Harris & Associates is registered with the DIR and experienced in inspecting this type of work.

SCOPE OF SERVICES

Field Inspection Services:

- Review work for conformance with contract specifications and plans. Review Contractor's work and operations regarding safety, traffic control, quality and quantity of work. Review Contractor's adherence to the environmental and regulatory conditions of the contract.
- Maintain complete and accurate daily contract records (including photographs) for work performed.
- Obtain certifications for materials incorporated into the work and check material against requirements in the contract documents.
- Check for incorporation of approved changes into the work.
- Communicate daily with the Project Manager on status of all work and issues.

STAFF

We have two highly qualified and experienced Senior Inspectors in the area and realize that the proposing contractor's schedule will determine timing of field work on this project. Therefore, we are providing you two resumes for proposed staff for Inspection Services on the Project, Kenneth Hicks and Ralph Roberts, attached to this proposal. Depending on the final schedule of services in the field one of these inspectors will provide inspection for this Project.

PROPOSED FEES

Harris proposes to provide the Inspection Services as detailed above on the Project for the hourly not-to-exceed "time and materials" fee of \$47,400 based on the project's 30 working days at a rate of \$196.27 for this prevailing wage work.



Harris & Associates

Harris & Associates has construction management professionals, technical experts, site safety experts, and administrators if additional services are necessary. If materials testing or geotechnical support is necessary, that would be at an additional cost. Let us know if this is of interest. We have partners in the industry that support this scope of work.

We look forward to continue to work with the District on this important project. Please do not hesitate to contact me with any questions.

Regards,

HARRIS & ASSOCIATES, Inc.

Ehab Gerges, PE, QSD
Senior Vice President
(949) 683-2011

ehab.gerges@WeAreHarris.com

Attachments: Resumes

Kenneth Hicks, QSP

CONSTRUCTION INSPECTOR

Kenneth has more than 16 years civil construction inspection experience on large civil infrastructure projects including sewer systems, water systems, storm drains, dams, and roadways. Determining quality, materials, and workmanship through his inspections, Kenneth provides inspections of construction work for underground pipelines including rehabilitation by CIPP lining installation; restoration of all in place landscaping and irrigation; and street repair including PCC sidewalk, curb and gutter, and paving—all to plans, specifications and all contract documents. He supports project managers with documentation, schedule and budget management, reviewing potential change orders, conducting project meetings, and keeping the District regularly informed of progress and any issues or concerns.

RELEVANT EXPERIENCE

- **City of San Mateo/Kennedy Jenks, Basin D Sanitary Sewer Rehabilitation.** Construction Inspector. Harris is providing construction management and inspection services for the City of San Mateo for rehabilitation and repairs of its aging Sanitary Sewer system Basin D quadrant. We have been monitoring multiple work crews performing 300+ repairs, line and manhole replacements, and rehabilitation of the system on behalf of the City. Construction management duties include schedule and budget management, reviewing potential change orders, conducting project meetings and keeping the City regularly informed of progress and any issues or concerns.
- **City of Hermosa Beach, Sewer Improvements Phase 2 (CIP 17-416).** Construction Inspector. The general scope of work for this project is the rehabilitation or replacement of approximately 30 sewer segments and 60 manholes throughout the City of Hermosa Beach using a variety of methods, dependent on the severity of pipe or manhole defects. The project consists of replacement or rehabilitation of multiple sewer segments and manholes throughout the city of Hermosa Beach. A variety of pipe rehabilitation methods are recommended dependent on the severity of defects within the pipes, including root removal, CIPP lining installation, point repair replacement, and full pipe replacement. The project also includes recommended rehabilitation methods for 59 manholes based on a field inspection of approximately 90 existing manholes in the City.
- **City of Indio, I-10 and Jefferson St. Interchange.** Construction Inspector. This \$42 million project involved the modification and construction of on-ramps and off-ramps, traffic signals at on and off-ramps, construction of a new six-lane bridge with bicycle lanes and sidewalk over the I-10 freeway, and demolition of existing I-10 overcrossing and northbound Indio Boulevard overcrossing. Kenneth provided inspection services on all elements of this project.
- **City of Culver City, LA Metro Expo Light Rail Line.** Construction Inspector. The Metro Expo Line is a 15.2-mile light rail that runs from downtown Los Angeles to Santa Monica. Phase 1 was comprised of 8.6-miles from downtown to Culver City with most stations opening in 2012. Phase 2 was a 6.6-mile portion between Culver City and Santa Monica. Kenneth's responsibilities included assisting with general inspections for street improvements, traffic signals, street lighting, signing striping and drainage, monitoring night construction of sanitary sewer and relocation of utilities in the public right-of-way, assisting with "over the shoulder" inspections of constructions of bike paths and pedestrian connections, and photographing site, documented existing conditions and assisted with Daily Construction Reports (DCR'S).



REGISTRATIONS

Qualified SWPPP Practitioner,
California Stormwater Quality
Association

CERTIFICATIONS

OSHA 10-Hour Construction
Nuclear Gauge Certification

Ralph Roberts

SENIOR CONSTRUCTION INSPECTOR

Ralph has more than 40 years of experience working in the engineering and construction industry. His most recent experience includes the Sebastopol Road Water and Sewer Replacement project for the City of Santa Rosa; and Kings River, Fresno Recharge, Reclaimed Water and SW-1B projects for the City of Fresno. These projects included the replacement of existing water and sewer mains. Ralph also has a broad range of experience including the operation of heavy construction equipment, grade checking, construction inspection, CAD drafting, and mapping. His unique combination of experience provides understanding of engineering, surveying and construction practices and procedures. Ralph's responsibilities include construction management and inspection, record keeping, maintenance of as-built plans, and pay quantity estimates.



CERTIFICATIONS

Auto CAD Certification

RELEVANT EXPERIENCE

- **City of Fresno, Recharge Fresno Project.** Senior Inspector. Ralph has been performing inspection services on the Recharge Fresno project for the last three years, which is the program to improve the pipelines and water system facilities that will capture, treat, and deliver water to Fresno homes and businesses, including surface water from the Sierra Nevada Mountains. He has been involved in a number of separate projects for Recharge Fresno, including the Kings River, SW-1A, SW-1B, and SW-1C projects.
 - **Kings River:** Involved 13 miles of pipeline of 72-inch CML&C raw water pipeline from the Kings River Diversion to the new Southeast WTP.
 - **SW-1B:** Involved 5,620 LF of 48-inch CML&C welded steel pipe; 10,719 LF of 36-inch CML&C welded steel pipe; and 3,923 LF of 10-inch PVC pipe. It also included ductile iron piped blowoffs and ARV lines, and isolation joints on the steel main. 3-66-inch jack and bore steel casings were used for the 48-inch RWTM in Cornelia under State Highway 180, UPRR, and Belmont Avenue. This required a Caltrans encroachment permit. Three were 2-54-inch jack and bore steel casings on Belmont Avenue for the 36-inch RWTM. Trench restoration paving was done to Caltrans specifications and City of Fresno specifications. A fiber optic duct was installed throughout the installation of the reclaimed water transmission mains with vaults.
- **Riverside County Flood Control and Water Conservation District, On-Call Inspection Services.** Senior Construction Inspector. These projects included construction and installation of storm drains, rein-forced concrete boxes, reinforced concrete pipe, trapezoidal channels, head and wing walls, warped wing walls, concrete aprons, rock slope protection, velocity dissipation baffles, slope paving, channel crossings, right-of-way access roads, right-of-way fencing and gates, junction structures, and manholes. Ralph worked with developers and contractors to verify the development work relating to District's facilities adhered to County Flood Control Standards, specified Caltrans Standards, and to the designed plans. He inspected as many as 14 active projects. Ralph performed on-site inspection visits, kept progress reports/redline drawings for the projects, and reported daily to the Construction Inspection Department at Flood Control District.
- **Cities of Rialto, Muscoy, and San Bernardino, 210/30 Freeway Drainage Inspection.** Senior Construction Inspector/Utilities Coordinator. This \$112 million project was delivered to Caltrans Standards and Specifications. Ralph worked with Caltrans right-of-way engineers and encroachment permit inspectors to confirm compliance. He inspected drainage facilities including all sizes and types of pipe (including 30-inch and 36-inch welded steel pipe-line and RCP storm pipeline), catch basins, drainage inlets, headwalls, and drainage ditches. Early work on this project included DIP potable water pipeline relocation. He also oversaw traffic control activities. Utilities included State of California, Department of Water Resources, Water and Sewer Divisions, Water and Sewer Departments, West Valley Water District, Muscoy Mutual Water Department, and more.



**Valley Sanitary District
Board of Directors Meeting
September 8, 2020**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

SUBJECT: **Monthly General Managers Report – July**

<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 to keep the Board and public informed on VSD’s day-to-day operations.

Strategic Plan Compliance

The recommendation complies with the VSD Strategic Plan Goal 6: Improve Planning, Administration, and Governance.

Fiscal Impact

There is no fiscal impact from this report.

Background

The following data represents the activities and metrics for the month of August 2020.

Administrative Services

- The auditors completed their onsite fieldwork and are anticipated to submit a draft report by the end of September 2020.
- Updating the statistical section schedules and Management’s Discussion and Analysis (MD&A) for June 30, 2020, Comprehensive Annual Financial Report (CAFR).
- First Budget and Finance Committee meeting was held on 09/01/20. Director Dennis M. Coleman was selected as Committee Chair. The next Budget and Finance Committee meeting will take place on 11/03/20.
- Continuing to work with CASELLE to upgrade permitting and accounting software.

Operations & Maintenance

- Operations has scheduled a weekly exchange of biosolids trailers with Denali Water Solutions. Every Wednesday, Denali will show up to remove a full trailer and leave an empty to be filled for pick up the following week. The weekly disposal has already begun.
- Iron Sponge media used to remove hydrogen sulfide from the digester gas has been removed and replaced. The offline tank is ready to go into service when needed.
- Operations staff finished dredging the south cell and has moved the dredge into the North Cell to remove the sludge accumulated over the last few years.
- The solar mixer has been assembled and installed out in the middle of Pond 3.
- The Ammonia Study Work Plan was approved by the Regional Water Quality Control Board. The mandatory ammonia study will begin on September 1, 2020 and will be ongoing for one year. The study includes the weekly sampling and testing of ammonia at the influent, primary effluent, pond effluent, activated sludge effluent, and the outfall. As part of the work plan, staff will be adhering to process control guidelines spelled out in the work plan to maintain substantial removal of ammonia from the waste stream. In 18 months, a technical report will have to be submitted of the data gathered during this time.
- Staff is working with Schneider Electric and Stantec in coordinating site visits to various wastewater treatment plants that have installed bar screen and grit removal technologies that are being considered for the upcoming VSD treatment plant upgrades.

Development Services

- DR Horton is in the process of developing homes in the Monte Vina subdivision after it sat idle for more than last 12 years. After assessing the condition of the unfinished sewer mains, it was discovered some repairs would need to be done prior to breaking ground on the Lots.
- The Vallarta Supermarket is moving into the old Marshalls building. The full-service Supermarket will include multiple restaurants and a bar.
- Whites Steel metal fabrication site has been cleared in the downtown area. Whites Steel has moved to a new location in the Mecca/Thermal area after being in Indio for many decades.

Collection Services

- No-Spill report for August 2020 will be submitted to the California Integrated Water Quality System, as required by the Waste Discharge Requirements Monitoring and Reporting Program. The report is due on or before September 30, 2020.
- Updating the Collection System Questionnaire in the California Integrated Water Quality System, as required under the Statewide Waste Discharge Requirements (WDR). This is an annual requirement that is due on or before September 30, 2020.

- The Field Vactor Crew is currently working on Avenue 48 and Jackson.
- CCTV pipe assessment inspections are currently being conducted on Avenue 45 and Palo Verde.

Capital Improvement Program

- The Preliminary Design Report for the replacement of the sewer siphon at Westward Ho Drive is complete. This is a FEMA funded project to replace the damaged sewer siphon from the February 2019 storm. Design is in progress. Staff and the consultant had a preliminary meeting with CVWD regarding requirements for crossing the channel. Carollo has provided a preliminary progress submittal of design plans which District staff has reviewed and submitted back to Carollo for revision. The complete design plans are scheduled to be ready by February 2021.
- Staff is continuing to work with Harris and Associates on the Collections System Rehabilitation and Maintenance project. Currently, Harris is working on putting together bid documents for the CCTV inspection of sewer mains that need special requirements or technology. Harris has provided a final version of the front-end bid documents. Harris has also developed a first project to begin the rehabilitation portion of the program which staff has also reviewed and submitted revisions. Final project documents have been approved by VSD and the City of Indio. The first rehabilitation project was put out to bid and advertised to potential bidders on August 3, 2020. Proposals are due to the District and will be opened on September 10, 2020.
- VSD has chosen SGH Architects as the architectural firm for the preliminary design of a new two-story training/office building. Staff had a second meeting with the architect to discuss ideas for a functional and adequate building. Staff has selected a new location for the building that will allow a possible single-story building and without any demolition. Once a new layout has been developed, staff will share with the Board.
- VSD is currently working with Stantec, who is acting as an Owner's Representative, on the repair and rehabilitation of the Influent Pump Station. Stantec and staff have received five (5) Statement of Qualifications as part of the Request for Qualification (RFQ) solicitation. Staff and Stantec shortlisted three (3) of the firms to move on to the next step of submitting a proposal for the work to be completed. The Request for Proposal (RFP) was released on August 28, 2020 and is due on September 28, 2020.
- VSD has received one bid for a landscape contractor to install gravel and rock material along the existing fence line alongside Cabazon Road to prevent washout during heavy rain events. The bid is responsive. Staff will request Board award at the September 8 Board meeting.
- Staff is working on implementing an asset management system for the treatment plant using Lucy web software. VSD is currently working on building out the Lucy Web system with the help of a Lucy implementor. The first session of virtual training from the implementor was completed on August 25, 2020. The next session will be scheduled in late September. Staff has finished the installation of Lucy Mobile and is pursuing the implementation of plant-wide WiFi

which will allow access to the asset management system from a mobile device anywhere in the plant facility.

Recommendation

Staff recommends that the Board receive the Manager's Report for activities during the month of July.

Attachments

- Attachment A: Administrative Services Report for July
- Attachment B: Monthly NPDES Report for July
- Attachment C: Development Services Report for July
- Attachment D: Collection Services Report for July
- Attachment E: Capital Improvement Program Update for July

Administrative Services - Task Summary 2020

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Active litigation filed	1	-	-	-	-	-	-						1
Board meeting	2	2	2	2	2	2	2						14
Budget/Finance Committee meeting	-	-	-	-	-	-	-						-
Employee anniversaries	-	3	2	-	3	4	4						16
Employee promotions	1	1	-	-	1	1	2						6
Facebook postings	1	9	9	6	7	7	2						41
Insurance claims initiated	-	-	-	-	-	-	-						-
Lost time work incidents	-	-	-	-	-	-	-						-
Media coverage items	-	-	-	1	-	-	-						1
New hires	-	2	-	-	2	1	1						6
Press release	-	-	3	1	1	-	-						5
Public records request	-	-	-	-	-	-	-						-
Resignations	1	1	1	-	-	-	-						3
Retirements	-	-	-	-	-	-	1						1

July 2020	Plant Influent			
	CBOD (mg/L)	CBOD Load (lb/day)	TSS (mg/L)	TSS Load (lb/day)
1				
2	221	10,082	239	10,903
3				
4				
5				
6				
7				
8				
9	212	9,671	218	9,945
10				
11				
12				
13				
14				
15				
16	233	10,629	186	8,485
17				
18				
19				
20				
21				
22				
23	301	13,631	218	9,872
24				
25				
26				
27				
28				
29				
30	251	11,430	214	9,745
31				
Average	244	11,089	215	9,790
Minimum	212	9,671	186	8,485
Maximum	301	13,631	239	10,903
Count	5	5	5	5
Total		55,443		48,950
95 Percentile				
Exceedences	0	0	0	0

ASP Flow	ASP Effluent Composite								
	Flow - to channel (MGD)	CBOD (mg/L)	CBOD Load (lb/day)	CBOD Weekly Average Concentration (mg/L)	CBOD Weekly Average Load (lb/day)	CBOD Monthly Average Concentration (mg/L)	TSS (mg/L)	TSS Load (lb/day)	ISS Weekly Average Concentration (mg/L)
4.90									
5.02	10.1	423				5	209		
5.33									
5.3			10.10	423				5.00	209
5.16									
4.48									
4.48									
4.58									
4.64	9.0	348				5.7	221		
5.03									
5.04			9.00	348				5.70	221
4.98									
4.42									
4.49									
4.67									
4.71	5.92	233				2.2	86		
4.69									
4.63			5.92	233				2.20	86
4.58									
4.88									
4.75									
4.7									
4.65	6.1	237				3.1	120		
4.76									
4.69			6.10	237				3.10	120
4.54									
4.6									
4.47									
4.59									
4.58	5.48	209				3	115		
4.6					7.32				
4.74	7.32	290	7.78	310	7.32	3.8	150	4.00	159
4.42	5.48	209	5.92	233	7.32	2.2	86	2.20	86
5.33	10.1	423	10.10	423	7.32	5.7	221	5.70	221
31	5	5	4	4	1	5	5	4	4
146.94		1,450		1,241			751		636
0	0	0	0	0	0	0	0	0	0

Pond Effluent Flow (MGD)	Pond Effluent Composite								
	CBOD (mg/L)	CBOD Load (lb/day)	CBOD Weekly Average Concentration (mg/L)	CBOD Weekly Average Load (lb/day)	CBOD Monthly Average Concentration (mg/L)	TSS (mg/L)	TSS Load (lb/day)	ISS Weekly Average Concentration (mg/L)	TSS Weekly Average Load (lb/day)
1.0									
1.43	18.4	219				27.2	324		
0.22									
0			18.4	219				27.2	324
0									
1.27									
1.64									
1.35									
1.57	14.0	183				41.2	539		
1.2									
1.15			14.0	183				41.2	539
1.13									
1.18									
1.13									
1.11									
1.12	16.8	157				29.8	278		
1.1									
0.94			16.8	157				29.8	278
0.92									
0.11									
1.09									
1.23									
1.37	15.9	182				29.7	339		
1.25									
1.14			15.9	182				29.7	339
1.06									
0.99									
0.97									
1.1									
1.2	20.5	205				41.7	417		
1.16					17.1				
1.04	17.1	189	16.3	185	17.1	33.9	379	32.0	370
0	14.0	157	14.0	157	17.1	27.2	278	27.2	278
1.64	20.5	219	18.4	219	17.1	41.7	539	41.2	539
31	5	5	4	4	1	5	5	4	4
32.13		946		741			1,897		1,480
0	0	0	0	0	0	0	0	0	0

Total Plant Discharge (Outfall) Grab									
EColi (MPN/100ml)	Temperature (degrees F)	pH ()	SO2 Usage (gal)	CL2 Residual (mg/L)	Daily		Ammonia (total, as N) (mg/L)	Total Nitrogen (mg/L)	Dissolved Oxygen (mg/L)
					Chlorine Usage (lbs) (lb/day)	Daily SO2 Usage (lbs) (lb/day)			
13.1	82.2	7.44	144	< 0.01	3,353	1,201			6.32
	80.6	7.39	184	< 0.01	4,162	1,535			6.46
	80.8	7.3	152	< 0.01	2,319	1,268			6.34
	81.1	7.32	145	< 0.01	2,527	1,209			6.15
	81.5	7.33	139	< 0.01	2,610	1,159			6.18
	82.4	7.48	169	< 0.01	4,529	1,409			6.14
	80.8	7.67	143	< 0.01	4,028	1,193	1.7	21	6.28
25.3	82.9	7.39	167	< 0.01	3,486	1,393			6.13
	80.6	7.36	187	< 0.01	4,554	1,560			6.23
	81.5	7.03	265	< 0.01	4,779	2,210			7.02
	82.2	7.22	215	< 0.01	4,554	1,793			6.06
	80.6	7.21	182	< 0.01	4,162	1,518			6.20
	82.0	7.49	203	< 0.01	4,170	1,693			6.46
	81.5	7.37	204	< 0.01	3,703	1,701			6.56
42.8	82.6	7.47	207	< 0.01	3,228	1,726			6.41
	80.6	7.42	218	< 0.01	3,052	1,818			6.72
	82.4	7.17	263	< 0.01	3,186	2,193			6.05
	82.0	7.28	266	< 0.01	3,153	2,218			6.07
	81.3	7.24	174	< 0.01	2,986	1,451			6.18
	82.4	7.61	171	< 0.01	1,751	1,426			6.34
	83.1	7.48	166	< 0.01	2,927	1,384			6.17
11.9	84.6	7.39	159	< 0.01	3,169	1,326			6.25
	81.3	7.35	207	< 0.01	3,286	1,726			6.36
	80.4	7.19	201	< 0.01	3,595	1,676			7.19
	80.4	7.26	163	< 0.01	3,836	1,359			6.38
	81.5	7.26	195	< 0.01	3,578	1,626			6.21
	82.4	7.44	212	< 0.01	3,820	1,768			6.37
	82.4	7.29	167	< 0.01	3,328	1,393			6.57
34.5	84.0	7.51	154	< 0.01	4,095	1,284			6.67
	81.7	7.42	162	< 0.01	4,454	1,351			6.47
	86.5	7.28	155	< 0.01	5,238	1,293			6.45
22.5*	82.0	7.36	185	0.01	3,601	1,544	1.7	21	6.37
11.9	80.4	7.03	139	< 0.01	1,751	1,159	1.7	21	6.05
42.8	86.5	7.67	266	< 0.01	5,238	2,218	1.7	21	7.19
5	31	31	31	31	31	31	1	1	31
			5,739		111,618	47,860			
0	0	0	0	0	0	0	0	0	0



VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

4-Aug-20

Plan Check in Progress
Inspection in Progress
New Project

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
7-Eleven Golf Center	Intersection of Golf Center/Avenue 45, address TBD	Civil plans submitted for new 7-Eleven store. Completed 1st plan check and returned to the engineer 12/4/19. Completed 3rd plan check and returned to applicant via email 3/25/20.	Perform 4th plan check upon plan resubmittal.
A&J Nails TI	82151 Avenue 42, Ste 108	Plans submitted for TI of existing nail salon. Completed 1st plan check and returned to the applicant. 5/4/20.	Perform 2nd plan check upon plan resubmittal.
Abel Lupian Commercial Bldg.	45105 Commerce Street	Plans submitted for new commercial building. Completed 1st plan check and returned to the applicant 4/3/20.	Perform 2nd plan check upon plan resubmittal.
Animal Samaritans - TI	42150 Jackson Street, Ste's 104-106	Plans submitted for building TI. Plans approved and returned to the applicant 2/4/2020. Issued permit 3874 on 2/28/2020.	Inspect work improvements as scheduled.
Arbys' Restaurant TI	82111 Avenue 42/Monroe Street	Plans submitted for TI of existing shell building. Completed 2nd plan check and returned to applicant 7/10/20.	Perform 3rd plan check upon plan resubmittal.
Bel Cielo - Tr 32425	West of Clinton South of Ave 44	Model homes. No plan check is required. Permit and Inspection fees need to be paid. Issued permit 3840 on 9/13/19.	Inspect work improvements as scheduled.
Buzzbox	42625 Jackson Street #112	Plans submitted existing building TI. Completed 1st plan check and returned to the City 2/22/19.	Perform 2nd plan check upon plan resubmittal.
Cardenas Single Family Dwelling (SFD)	82266 Stallone Drive	Plans submitted for new SFD. Plans approved, notified the applicant 6/16/20.	Waiting for owner to process permit paperwork.
Chandi Plaza	SW Corner of Indio Blvd/Avenue 44	Plans submitted for new plaza.	In Queue
Chavez Tenant Improvement	45330 Jackson St/Civic Center	Plans submitted for TI of existing building. Demolition of interior walls and facilities. Completed 4th plan check and returned to the City 6/25/18. Issued permit 3755 on 7/9/18.	Inspect work improvements as scheduled.
Chipotle Mexican Grill TI	42213 Jackson Street, Suite 106	Plans submitted for TI of existing shell building. Plans approved and returned to applicant 7/16/20.	Waiting for owner to process permit paperwork.
Citadel RV Storage-Phase 1	83667 Dr. Carreon Blvd/Calhoun Street	Plans submitted for construction of new RV storage facility. Plans approved and returned to the applicant 3/17/2020.	Waiting for owner to process permit paperwork.
Corso Residence	49491 Braley Court	Plans submitted for single family residence.	In Queue
Donuts Bistro	82151 Avenue 42, Ste 104	Plans submitted for construction of new restaurant. Plans approved and returned to the City 8/28/19.	Waiting for owner to process permit paperwork.
Dunn Edwards Paint Store	81921 Hwy 111/Las Palmas	Plans submitted for new retail building. Plans approved and returned to applicant 4/13/20. Issued permit 3884 on 5/12/2020.	Inspect work improvements as scheduled.
El Destino Nightclub - TI	83085 Indio Boulevard/Civic Cntr Mall	Plans submitted for existing building TI 11/30/2015. Plans approved and returned to the City 3/22/16. Issued permit 3577 on 5/24/16. Issued permit 3596 on 8/3/16.	Inspect work improvements as scheduled.
EOS Fitness Ave 42 Gym	SWC of Spectrum Street & Avenue 42	Plans submitted for construction of new gym facility. Completed 2nd plan check and returned to the City 11/13/19.	Perform 3rd plan check upon plan resubmittal.
EOS Fitness Hwy 111	Highway/Jefferson Street	Plans submitted for construction of new gym facility. Plans approved and notified applicant 4/27/20.	Waiting for Development Agreement and Bonds before owner can process permit paperwork.
EOS Fitness Public Sewer Extension	SWC of Spectrum Street & Avenue 42	Plans approved and returned to the engineer 6/3/19. Bond and Development agreement in place. Waiting to receive recorded agreement.	Inspect work improvements as scheduled.
Fred Young (Villa Hermosa Apts Phase III)	83801 Dr. Carreon Blvd / West of Van Buren	Plans submitted for apts at Fred Young Farm Labor Dev. Plans approved and returned to the applicant 7/17/2019.	Waiting for owner to process permit paperwork.
Gallery at Indian Springs	Jefferson St/Westward Ho Drive	Civil plans submitted for plan check. Completed 1st plan check and returned to the Engineer 1/10/18. Completed 2nd plan check and returned to the Engineer 1/25/18. Plans approved 1/31/18.	Inspect work improvements as scheduled.
Gallery Homes Tract -Indian Palms	Monroe & Avenue 50	Gallery Homes has recently purchased the 106 lots. Staff has inspected the site and prepared a list of improvements that need to be made prior to issuing connection permits. Plans submitted for home plans. Reviewed 1st plan check and returned back to the city on 6/4/2014. 2nd plan check returned to city 7/7/14. Model plans approved and returned to the City 8/22/14. New homes currently under construction.	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Gallery Links - 3	Indian Palms Country Club - Monroe/Avenue 48	Plans submitted for installation of 5 sewer laterals for new SFD. Plans approved and returned to the applicant 4/13/20.	Waiting for owner to process permit paperwork.
George Fregoso SFD	46600 Padua Circle	Plans submitted for new SFD. Plans approved and notified the applicant 5/7/20.	Waiting for owner to process permit paperwork.
Golden Corral Restaurant	Atlantic Ave/Caspian near Ave 42 and Jackson	Plans submitted for new restaurant building. Completed 1st plan check and returned to the applicant 2/7/20.	Perform 2nd plan check upon plan resubmittal.
Habitat for Humanity SFD	43655 Towne Street	Received plans for the construction of a new home on vacant lot. Plans approved and returned to the applicant 3/11/20.	Waiting for owner to process permit paperwork.
Habitat for Humanity SFD	43689 Arabia Street	Received plans for the construction of a new home on vacant lot. Plans approved and returned to the applicant 3/11/20.	Waiting for owner to process permit paperwork.
Hampton Inn Sewer Main Extension	North West Corner of Spectrum St and Atlantic Ave	Plans submitted for the extension of a public sewer main for Hampton Inn at Atlantic Ave. Plan check fees paid 7/11/18. Completed 2nd plan check and returned plans to the engineer 8/9/18. Plans approved and returned to engineer 8/27/18. Sewer Finaled 5/12/20.	Waiting for owner to submit Warranty Bond
Indian Water RV Community Bldg.	47202 Jackson Street	Plans submitted for new community building. Completed 1st plan check and returned to applicant. 9/25/19. Issued permit 3873 on 2/26/2020.	Inspect work improvements as scheduled.
Indio Behavioral Health Hospital	81655 JFK Court	Civil plans submitted for new mental health facility. Completed 1st plan check and returned to the engineer 12/2/19. Plans approved 6/24/20.	Waiting for owner to process permit paperwork.
Indio Juvenile Court	47671 Oasis St/ Ave 48	Plans submitted to demo existing juvenile court building and construct new building on the same site. Completed 1st plan check and returned to the City 2/23/16. Completed 2nd plan check and returned to the applicant 6/8/2020.	Perform 3rd plan check upon plan resubmittal.
Indio Palms Sewer Main Extension	South East Corner of Avenue 42 and Monroe St	Plans submitted for the extension of a private sewer main for Indio Palms at Spectrum Street. Plan check fees paid 2/1/18. Plans approved and returned to engineer 5/10/18. Development agreement and Bonds in place.	Inspect work improvements as scheduled.
Jackson Street Liquor Store	44350 Jackson Street/Ruby Avenue	Plans submitted existing building TI. Plans approved and returned to the City 4/29/19. Issued permit 3829 on 7/26/19.	Inspect work improvements as scheduled.
Jacqueline & Oscar Lua Residence	80-555 Ridgeback Court	Plans submitted for single family residence.	In Queue
John Nobles Apartments	TBD - Rubidoux Street/John Nobles Ave	Plans submitted new apartment complex. Completed 1st plan check and returned to the City 2/27/19.	Perform 2nd plan check upon plan resubmittal.
Kennedy School Bldg Additions	45100 Clinton Street	Plans submitted for new building additions. Completed 1st plan check and returned to the applicant 11/6/19. Plans approved check and returned to the applicant 2/3/2020. Issued permit 3875 on 2/28/2020.	Inspect work improvements as scheduled.
Maya Cinemas	82900 Avenue 42/Jackson Street	Plans submitted for construction of new building for theater. Completed 2nd plan check and returned to the City 10/16/19.	Perform 3rd plan check upon plan resubmittal.
Mex-American Tax Services	44250 Monroe St./South of Indio Blvd	Plans submitted for an office addition. Returned 1st plan check back to City on 1/21/2014. Received 2nd submittal 3/13/2014. 2nd plan check completed and returned to the city on 3/31/2014. Received 3rd submittal 4/21/14. Reviewed, approved and returned plans back to the city on 5/15/2014. Issued permit 3518 on 8/4/15. Permit expired with the City.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 6	Plans submitted for casita addition and storage building. Plans approved and notified applicant 7/7/20.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 145	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/9/19. Issued permit 3849 on 10/29/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 225	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/8/19. Issued permit 3814 on 5/8/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 320	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/9/19. Issued permit 3848 on 10/29/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 321	Plans submitted for casita addition and storage building. Plans approved and returned to the applicant 12/17/19. Issued permit 3863 on 12/30/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 328	Plans submitted for casita addition and storage building. Plans approved and returned to the applicant 5/5/20. Issued permit 3882 on 5/5/2020.	Inspect work improvements as scheduled.
Nargizyan Dental Group TI	81637 Highway 111, Suite 1-B	Plans submitted for TI of existing suite. Completed 1st plan check and returned to the City 7/1/19.	Perform 2nd plan check upon plan resubmittal.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 245	Plans submitted for shade structure with outdoor kitchen. Plans approved and returned to the City 5/15/18.	Waiting for owner to process permit paperwork.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 258	Plans submitted for casita addition and storage building. Plans approved and returned to the applicant 10/29/19. Issued permit 3850 on 10/29/19.	Inspect work improvements as scheduled.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 349	Plans submitted for shade structure with outdoor kitchen. Plans approved and returned to the City 5/29/18.	Waiting for owner to process permit paperwork.
Octavio Rosales SFD	43645 Saguaro Street/Avenue 44	Plans submitted for new SFD. Completed 2nd plan check and returned to the City 8/26/19.	Perform 3rd plan check upon plan resubmittal.
Old Navy Shell Building	42200 Jackson Street/Ave 42	Plans submitted for new Building. Plans approved and returned to applicant 3/31/2020.	Waiting for owner to process permit paperwork.
Old Navy TI	42200 Jackson Street/Ave 42	Plans submitted for TI of existing shell building. Plans approved and notified applicant 6/3/20.	Waiting for owner to process permit paperwork.
One Stop Shop Grease Interceptor Install	84051 Indio Blvd/Van Buren Street	Preliminary plan submitted for grease interceptor TI 4/19/19. Completed 1st plan check and returned to owner's representative 4/30/19. Issued permit 3889 on 6/19/20.	Inspect work improvements as scheduled.
Ono Hawaiian BBQ	42550 Jackson Street/ Avenue 42	Plans submitted for new retail building. Completed 1st plan check and returned to applicant 11/7/19. Completed 2nd plan check and notified applicant 3/23/20.	Perform 3rd plan check upon plan resubmittal.
Paradiso Tract 31815	East of Monroe North of Ave 41	New model homes under construction.	Inspect work improvements as scheduled.
Parcel Map 36215	Dr. Carreon west of Van Buren	Civil plans submitted for 1st plan check. Plans approved and returned to the Engineer 1/18/18. Issued permit 3718 on 1/23/18.	Inspect work improvements as scheduled.

Collection Services Task Summary Report for 2020

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Customer Service Calls						3	2						5
F.O.G. Inspection - Completed	27	30	47	37	20	27	14						41
F.O.G. Inspection - Fail	-	-	-	-	-	-	-						-
F.O.G. Inspection - Pass	27	30	47	37	20	27	14						41
Hot spot cleaning (total)*						-	26						26
Lift station inspection						19	23						42
Manhole inspection						120	104						224
Sewer line CCTV (feet)						21,192	23,248						44,440
Sewer line cleaning (feet)						42,853	43,908						86,761
SSO Response - Cat 1						0	0						-
SSO Response - Cat 2						0	0						-
SSO Response - Cat 3						0	0						-
USA Markings						44	67						111

*Note: Hot spot cleaning is performed quarterly

UNOFFICIAL UNTIL APPROVED

VALLEY SANITARY DISTRICT BUDGET & FINANCE COMMITTEE MEETING MINUTES

September 1, 2020

*****SPECIAL NOTICE – Telephonic Accessibility*****

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, as a response to mitigating the spread of coronavirus known as COVID-19, during the September 1, 2020 regular meeting of the Budget & Finance Committee, members of the public will be allowed to attend and address the Board of Directors during the open session of the meeting telephonically.

Members of the public wanting to listen to the open session of the meeting were able to do so by calling (425) 436-6376 and when prompted, enter access code 166514. Members of the public wanting to address the Board, either during public comment or for a specific agenda item, or both, were 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.

A regular Meeting of the Valley Sanitary District (VSD) Budget & Finance Committee was held at the District offices, 45-500 Van Buren Street, Indio, California, on Tuesday, September 1, 2020.

1. **CALL TO ORDER**

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

1.1 Roll Call

Directors Present:

Dennis Coleman (via telephone), Scott Sear

Staff Present:

Beverli Marshall, General Manager, Jeanette Juarez, Business Services Manager, Holly Gould

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.

None.

3. **DISCUSSION / ACTION ITEMS**

3.1 Assign Committee Chair

It was moved by Director Sear, seconded by Director Coleman, and unanimously carried to elect Director Dennis Coleman as Chair of the Budget & Finance Committee.

3.2 Determine Minute Type to be Used

It was decided that Budget & Finance Committee would follow same format the District uses for the Board of Directors Meetings.

3.3 Audit Update and Involvement

Jeanette Juarez, Business Services Manager, gave a report to the committee on the District's audit. She informed the committee that the auditors would be onsite September 2, 2020. Jeanette is confident that the auditors have everything they need from staff. The auditors will have their draft report done by the end of September, which will include any findings, and the final report by the end of October. This is the District's fifth year with The Pun Group and will go out for Request for Proposals (RFP) for next year. Jeanette will keep the committee briefed on the progress of the audit.

3.4 Sewer Rate Study

Beverli Marshall, General Manager, gave the committee and update on the Sewer Rate Study. The board approved to award the contract to NBS. The biggest hurdle in the new study will be the classification study. Beverli asked how involved the committee would like to be in the study. Director Coleman stated that he would like to sit in on a work review meeting and be updated at certain milestones of the study. Beverli stated that NBS should have most of the study done by January 2021.

4. **FUTURE MEETING ITEMS**

Staff requested the committee's involvement in the implementation of the new accounting software that will be happening this year. They will also be involved in setting policies in conjunction with the new software, the CAFR, and the budget.

5. **ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 1:48 p.m. The next regular committee meeting will be held November 3, 2020.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District