

**Cabazon Water District**  
14-618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

## **FINANCE & AUDIT COMMITTEE MEETING**

### **AGENDA**

**Meeting Location:**  
Cabazon Water District Office  
14-618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**  
October 19, 2015 – 3:45 PM

CALL TO ORDER,  
PLEDGE OF ALLEGIANCE,  
ROLL CALL

### FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
- Balance Sheet
  - Profit and Loss Two Month
  - Profit and Loss Budget Comparison
  - FY 2015-2016 Proposed Budget

### PUBLIC COMMENT

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

### ADJOURNMENT

#### ADA Compliance Issues

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



**Cabazon Water District**  
14-618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

**REGULAR BOARD MEETING**

**AGENDA**

**Meeting Location:**

Cabazon Water District Office  
14-618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**

October 19, 2015 – 6:00 PM

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**REMEMBRANCE OF OUR SERVICE MEN AND WOMEN**

**ROLL CALL**

**CONSENT CALENDAR**

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

1. **Approval of:**
  - a. Finance and Audit Committee Meeting Minutes and warrants approved by the committee of October 19, 2015, regarding August 2015 Financials
  - b. Regular Board Meeting Minutes and warrants of August 21, 2015
2. **Warrants – None**
3. **Awards of Contracts – None**

UPDATES

Update: San Gorgonio Pass Water Taskforce Update  
(by Director Kerri Mariner)

- Updates

Update: Manager's Operations Report  
(by General Manager Louie)

- Tour of Water Facilities for Water Board Candidates and the Public

NEW BUSINESS

1. Discussion/Action: Kids Cure Foundation – Funding & Volunteering for Cabazon Christmas (by Shannon Smith, Executive Director)

2. Discussion/Action: "Trunk or Treat" Funding and Volunteers (by Cabazon Neighborhood Association)

- Scheduled for Friday, October 30, 2015 from 5:00 – 7:00 PM in the Cabazon Library parking lot.

3. Discussion/Action: Approval for Prop 1 Funding for Grant (Application Process) and Notice of Exemption for CEQA (by General Manager Louie and Mr. Anderson, BB&K)

4. Discussion/Action: Water Conservation Programs (by Director Mariner and Director Tobias)

- Board, Management, and the Public to make water conservation suggestions. This information will be published through the District's website, mailers, and shared with the San Gorgonio Regional Water Alliance (Water Task Force).

5. Discussion/Action: Renewal of the current contractors 6-month contract – to complete the current 15-16 Fiscal Year.

- Comments and recommendation to the Board from the members of the Ad hoc Committee.

6. Discussion/Action: General Manager to call a different Director each week and provide him or her summary of District activities. (by Director Mariner and Director Tobias)

7. Discussion/Action: District paying mileage to Director Mariner for transporting staff to Redlands Toyota to service the two (2) Tundra. (by Director Tobias and Director Mariner)

**OLD BUSINESS**

1. Discussion/Action: Approval of the revised Civility Policy (by Director Tobias and Director Bui)
2. Discussion/Action: GM's visit to 49317 Dale Court, Cabazon (by Director Bui and Director Tobias)

**PUBLIC COMMENTS REGARDING CLOSED SESSION**

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District that is listed on the agenda for Closed Session; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

**CLOSED SESSION**

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 50100 Main Street, Cabazon, CA 92230

Agency Negotiator: Calvin Louie, General Manager

Negotiating Parties (Cabazon Water District, Lucent Real Estate, Inc., and Hadley's)

Under Negotiation: (Price and Terms of Payment)

**OPEN SESSION**

Report to public of action taken, if any.

**PUBLIC COMMENTS**

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District that is not listed on the agenda; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

**BOARD/GENERAL MANAGER COMMENTS**

1. Future Agenda Items

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.
- Suggested agenda items from Management.
- Suggested agenda items from Board Members.

2. Management Comments

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

3. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

MISCELLANEOUS

1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – July 20, 2015, 3:45 pm
- b. Regular Board Meeting – July 20, 2015, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Water Task Force – Technical Committee – Banning City Hall  
June 24, 2015 – 4:30 PM
- e. San Gorgonio Water Task Force – General Meeting – Banning City Hall – June 24, 2015  
– 6:00 PM

ADJOURNMENT

ADA Compliance Issues

*In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide access.*



**Cabazon Water District**  
14-618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

**FINANCE & AUDIT COMMITTEE MEETING**

**MINUTES**

**Meeting Location:**

Cabazon Water District Office  
14-618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**

September 21, 2015 – 3:47 PM

CALL TO ORDER,  
PLEDGE OF ALLEGIANCE,  
ROLL CALL

Director Sanderson - Present  
Director Mariner - Present

Calvin Louie (General Manager) - Present  
Elizabeth Lemus, Board Secretary - Absent  
Linda Halley, Financial Consultant – Present

\*Note: This meeting was recorded by the District -

FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
  - Balance Sheet
  - Profit and Loss Two Month
  - Profit and Loss Budget Comparison
  - FY 2015-2016 Proposed Budget

PUBLIC COMMENT

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period.

To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

**ADJOURNMENT**

Motion to adjourn at 16:34 hr. made by Director Mariner and 2nd by Director Sanderson.

Director Mariner - Aye  
Director Sanderson - Aye

Meeting adjourned at 16:34 hr. on September 21, 2015.

---

Janet Mejia, Board Chair

---

Elizabeth Lemus

Board of Directors  
Cabazon Water District

Board Secretary  
Cabazon Water District

**ADA Compliance Issues**

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



**Cabazon Water District**  
14-618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

**FINANCE & AUDIT COMMITTEE MEETING**

**MINUTES**

**Meeting Location:**  
Cabazon Water District Office  
14-618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**  
September 21, 2015 – 3:47 PM

CALL TO ORDER,  
PLEDGE OF ALLEGIANCE,  
ROLL CALL

Director Sanderson - Present  
Director Mariner - Present

Calvin Louie (General Manager) - Present  
Elizabeth Lemus, Board Secretary - Absent  
Linda Halley, Financial Consultant – Present

\*Note: This meeting was recorded by the District -

FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
  - Balance Sheet
  - Profit and Loss Two Month
  - Profit and Loss Budget Comparison
  - FY 2015-2016 Proposed Budget

PUBLIC COMMENT

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period.



To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

**ADJOURNMENT**

Motion to adjourn at 16:34 hr. made by Director Mariner and 2nd by Director Sanderson.

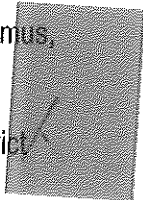
Director Mariner - Aye  
Director Sanderson - Aye

Meeting adjourned at 16:34 hr. on September 21, 2015.

---

Janet Mejia, Board Chair  
Secretary  
Board of Directors  
Cabazon Water District

Elizabeth Lemus,  
Board of Directors  
Cabazon Water District



**ADA Compliance Issues**

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



**Cabazon Water District**  
14-618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

**REGULAR BOARD MEETING**

**MINUTES**

**Meeting Location:**  
Cabazon Water District Office  
14-618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**  
September 21, 2015 – 6:00 PM

**CALL TO ORDER**

By Chairperson Janet Mejia at 1803 hr.

**PLEDGE OF ALLEGIANCE**

**REMEMBRANCE OF OUR SERVICE MEN AND WOMEN**

**ROLL CALL**

Director Joseph Tobias - Present  
Director Teresa Bui - Present  
Director Kerri Mariner - Present  
Board vice Chair Martin Sanderson - Present  
Board Chair Janet Mejia - Present

Calvin Louie, General Manager - Present  
Elizabeth C. Lemus, Board Secretary - Absent  
Steve Anderson, Best Best & Krieger Law Firm - Present

Note: This meeting was recorded by the District – 1803 hr.

**CONSENT CALENDAR**

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

**1. Approval of:**

- a. Finance and Audit Committee Meeting Minutes and warrants approved by the committee of July 20, 2015, regarding June 2015 Financials
- b. Regular Board Meeting Minutes and warrants of July 20, 2015

Director Bui motioned to approve the FAC and regular meeting minutes separately and it was second by Director Tobias. Director Bui stated she wanted it to be added in the Minutes of the August 17, 2015 regular Board meeting that Emie Saldana provide handouts to the Board and public.

Motion to approve the minutes of the FAC meeting of August 17, 2015 made by Director Bui and 2nd by Director Mariner.

Director Tobias - Aye  
Director Bui - Aye  
Director Mariner - Aye  
Director Sanderson - Aye  
Director Mejia - Aye

Motion to approve the minutes of the regular Board meeting of August 17, 2015 made by Director Bui and 2nd by Director Tobias.

Director Tobias - Aye  
Director Bui - Aye  
Director Mariner - Aye  
Director Sanderson - Aye  
Director Mejia - Aye

- 2. Warrants – None**
- 3. Awards of Contracts – None**

**UPDATES**

**Update: San Gorgonio Pass Water Tack Force Update  
(by Director Kerri Mariner)**

Director Mariner briefed the Board and public of the San Gorgonio Pass Regional Water Alliance activities. During the discussion Director Tobias motioned for the Board to develop a water conservation program for the Community. It was second by Director Sanderson.

Director Tobias - Aye  
Director Bui - Aye  
Director Mariner - Aye  
Director Sanderson - Aye  
Director Mejia - Aye

**Update:                      Manager's Operations Report  
   (by General Manager Louie)**

- **Member of Public Governing Board Participating in Nonprofit and other Community Organizations**

GM Louie referred to a copy of the opinion written by the legal department. Mr. Anderson of BB&K also provided his input and Board members was given the opportunity to ask questions. In answering Director Tobias's question, Mr. Anderson noted New Business, Item 2 Funding & Volunteering for Cabazon Christmas and stated there are one or more candidates running for seat on the water board. If they are elected, they will need to adhere to Conflict of Interest rules and regulations.

- **Calls for Service**

GM Louie reported there were numerous SCADA alerts and two leaks, one on Bonita and Lois. Director Bui asked the GM Louie about 49317 Dale Court. GM Louie replied when he reports about Calls for Services, they are emergencies and calls during non-business hours.

**NEW BUSINESS**

**1. Discussion/Action:        Board Approval to Adopt Fiscal Year Budget  
   July 1, 2015 – June 30, 2016**

Director Tobias stated he was unable to read his Board packet because of his impaired vision.

Director Bui claims the current contractor still owes the District money.

GM Louie noted on page 3 of 5 pages, in the Preliminary Proposed Budget FYE 06/30/2016, Account 53350 Alarms shows a projected annual budget \$550.00 and Account 54120 Gas, shows a projected annual budget \$900.00. During the FAC meeting, Ms. Halley, the District's Financial Advisor stated there was a mistake in those line items. She will adjust the difference of \$500.00 from Account 54120 to 53350.

Motion to approve proposed Fiscal Year Budget July 1, 2015 through June 30, 2016 made by Director Sanderson and 2nd by Director Mariner.

Director Tobias – Abstain  
Director Bui - Nay  
Director Mariner - Aye  
Director Sanderson - Aye  
Director Mejia - Aye

2. Discussion/Action: Funding & Volunteering for Cabazon Christmas (by Cabazon Neighborhood Association)

TABLED

3. Discussion/Action: Water Rights in Jensen Canyon (by Director Sanderson and Director Mariner)

Motion to instruct the General Manager to research & develop a proposal to deliver non-potable water from Jensen Canyon made by Director Sanderson and 2nd by Director Mariner.

Director Tobias – Aye  
Director Bui - Aye  
Director Mariner - Aye  
Director Sanderson - Aye  
Director Mejia - Aye

4. Discussion/Action: Government Codes and/or Rules on how a Board is to be run and Conduct of members of the Board, management, and staff. (By Director Tobias and Director Bui)

Director Tobias provided a hand out title "Governance rules outlining board/staff relationships. After brief discussion it was the consensus of the Board to have the Legal Department incorporate Director Tobias's outline to the Board's Civility Code.

5. Discussion/Action: Water District "By-laws" Review or Establish (by Director Bui and Director Tobias)

Director Bui stated the above covered her topic.

#### OLD BUSINESS

1. Discussion/Action: Work Order Procedures (by General Manager Louie)

Motion to continue with the current procedure using the FAC to approve all repairs and maintenance \$1,500.00 or more, exceptions are Emergencies and estimates under \$1,500.00, and must be aigenized within twenty-four (24) hours prior to the meeting date made by Director Sanderson and 2nd by Director Mariner.

Director Tobias – Aye  
Director Bui - Aye  
Director Mariner - Aye  
Director Sanderson - Aye

Director Mejia - Aye

**2. Discussion/Action: Outsourcing or In-house for Landscaping and Weed Abatement  
(By General Manager Louie)**

GM Louie stated the District is unable to afford landscaping and weed abatement. He will utilize the monthly budget of \$12,500.00 and in-house personnel.

Director Bui said she was desirous of volunteering her and her family one time to trim trees and weed abatement for the center median on Main Street. Mr. Anderson informed Director Bui there may be a conflict of a Director volunteering and the District having volunteers (juveniles or adult). Mr. Anderson will check with his law firm's labor attorney, Mr. Ortiz.

**3. Discussion/Action: Billboard or large sign to notify the public of Board meetings. (by  
General Manager Louie)**

GM Louie reported he had found the same make and model at a lower price. He's awaiting an answer from the vendor to confirm this.

**4. Discussion/Action: Tour of Water Facilities for Water Board Candidates and the Public  
(By Director Mariner)**

It was consensus of the Board, including the following Water Board Candidates that was present; Alan Davis, Maxine Israel, Robert Lynk, Diana Morris, and Sarah Wargo all agreed to Wednesday, September 30, 2015, at 1:30 PM. The Board instructed GM Louie to contact the other two candidates (Irma Jorquera and Julie Rossiter) who were not present at the meeting.

**5. Discussion/Action: A verbal complaint alleging spending public  
funds for employee morale. (by General Manager Louie & Steve  
Anderson, BB&K)**

Mr. Anderson explained to the Board that making purchasing meals to boost staff morale with public funds within reasons is acceptable. Unless the Board want to set policy to not allow public funds to be pay for occasion meals or other items to boost Staff morale, it's at the discretion of Management.

No motion was made by the Board.

**6. Discussion/Action: Allegations of Janet Mejia's water service serves an unpermitted  
Building or structure. (by General Manager Louie & Steve  
Anderson, BB&K)**

Director Mejia recused herself from the dais and sat in the audience. Mr. Anderson stated he reviewed the complaint and the ordinances of the Cabazon Water District (the District). He was unable to find any District ordinance(s) prohibiting the District from serving water to a parcel with or without unpermitted structure(s). Mr. Anderson suggested to Mr. Saldana he should call the County of Riverside Code Enforcement.

7. Discussion: On-call Emergency Repair and Water Pipeline Crew proposed Renewal contract. (By General Manager Louie & Steve Anderson, BB&K)
- Board shall select two (2) Directors for an Ad hoc committee to review the draft and make a recommendation to the Board during the October 19, 2015 Board meeting.

Motion to appointed Director Mariner and Director Tobias to participate in the Ad hoc Committee to meet with the General Manager Louie and Steve Anderson from BB&K on September 30, 2015, at 8:30 AM, District's administration facility located at 14618 Broadway Street, Cabazon, California. Made by Director Sanderson and 2nd by Director Mariner.

Director Tobias – Aye  
Director Bui - Aye  
Director Mariner - Aye  
Director Sanderson - Aye  
Director Mejia - Aye

#### PUBLIC COMMENTS REGARDING CLOSED SESSION

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District that is listed on the agenda for Closed Session; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3 (d))

#### CLOSED SESSION

1. Public Employee Performance Evaluation Pursuant to Government Code Section 54957  
Title: General Manager

#### OPEN SESSION

Report to Public of Action Taken, if any

TABLED

#### BOARD/GENERAL MANAGER COMMENTS

1. Future Agenda Items

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.

Director Tobias supported Mr. Saldana's allegation of the District paying mileage to Director Mariner for transporting staff to Redlands Toyota to service the two (2) Tundra. It was supported by Director Mariner.

- Suggested agenda items from Management.
- Suggested agenda items from Board Members.

Director Bui suggested the GM's visit to 49317 Dale Court, Cabazon, California be added to the October 19, 2015 regular meeting. It was supported by Director Tobias.

Director Mariner suggested the GM should call a different Director each week for a brief summary of water district activities. Mr. Anderson warned this could be construed as networking by the GM if he is not careful in discussing the same topics with three (3) or more Directors.

## 2. Management Comments

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

General Manager Louie took this opportunity to respond to Mr. Saldana's allegations, including of never receiving answers to Director Bui's concerns regarding the Doolittle contract. The GM passing out again, to the Board and public a memorandum dated August 13, 2015 addressing the old Doolittle contract.

## 3. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

## MISCELLANEOUS

### 1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – October 19, 2015, 3:45 pm
- b. Regular Board Meeting – October 19, 2015, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Pass Regional Water Alliance – Technical Committee – Banning City Hall  
September 23, 2015 – 4:30 PM
- e. San Gorgonio Pass Regional Water Alliance – General Meeting – Banning City Hall –  
September 23, 2015 – 6:00 PM



**ADJOURNMENT**

ADA Compliance Issues

*In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide access.*

**Cabazon Water District**  
**Balance Sheet**  
 As of September 30, 2015

	<u>Sep 30, 15</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
11020 · General Bank Account-Chase	92,722.40
11030 · Payroll Bank Account-Chase	4,939.23
11040 · Trust Account- Chase - Cus Dep	31,553.99
11050 · Local Petty Cash	100.00
<b>Total Checking/Savings</b>	<u>129,315.62</u>
<b>Other Current Assets</b>	
12000 · Accounts Receivable	
12011 · Accounts Receivable - Co 1	94,034.59
12012 · Accounts Receivable - Co 2	40,383.30
12014 · Allow for Doubtful Accts Co 1	(8,225.34)
12015 · Allow for Doubtful Accts Co 2	(7,872.23)
<b>Total 12000 · Accounts Receivable</b>	<u>118,320.32</u>
13010 · LAIF	
13011 · LAIF	672,125.90
13012 · LAIF Annual Market Adjustment	199.84
<b>Total 13010 · LAIF</b>	<u>672,325.74</u>
13020 · Bank of NY Trustee Accounts	
13021 · Reserve Fund - DWR-HS 528	49,479.84
13022 · Repayment Fund DWR-HS 525	29,028.71
<b>Total 13020 · Bank of NY Trustee Accounts</b>	<u>78,508.55</u>
13040 · Prepaid Expenses	29,897.15
13060 · Inventory Total	88,698.21
<b>Total Other Current Assets</b>	<u>987,749.97</u>
<b>Total Current Assets</b>	<u>1,117,065.59</u>
<b>Fixed Assets</b>	
14200 · Construction in Process	
14202 · CIP Well Repairs	74,721.44
14203 · CIP DHPO Expansion	8,087.13
14204 · CIP Cabazon Outlets Expansion (Little Cabaz	9,692.35
14205 · Wells 4,5- Pump and Well Rehab	103,087.75
14206 · Almond Vault Repair 2013	62,872.14
14208 · CIP Board Room	4,803.96
<b>Total 14200 · Construction in Process</b>	<u>263,264.77</u>
14310 · Tools and Equipment	118,015.94
14320 · Source of Supply	
14321 · Source of Supply- DHPO Intercon	553,807.23
14320 · Source of Supply - Other	749,944.44
<b>Total 14320 · Source of Supply</b>	<u>1,303,751.67</u>
14330 · Transmission & Distribution	7,767,650.86
14340 · Buildings & Structures	140,359.22
14350 · Water Treatment	8,800.00
14360 · Office Furniture and Equipment	124,545.53
14370 · Intangible Plant	11,032.00

**Cabazon Water District**  
**Balance Sheet**  
 As of September 30, 2015

	Sep 30, 15
14380 · Vehicles	90,456.71
14400 · Land	409,548.38
14500 · Accumulated Depreciation	(4,577,753.08)
<b>Total Fixed Assets</b>	<b>5,659,672.00</b>
<b>TOTAL ASSETS</b>	<b>6,776,737.59</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
21100 · *Accounts Payable	38,774.45
<b>Total Accounts Payable</b>	38,774.45
<b>Other Current Liabilities</b>	
21210 · Misc Short Term Liability	
21220 · Jack Pryor	(692.41)
21210 · Misc Short Term Liability - Other	50.00
<b>Total 21210 · Misc Short Term Liability</b>	(642.41)
21300 · Customer Deposits	
21330 · Customer Deposits - Co 1	3,392.05
21340 · Customer Deposits - Co 2	5,474.21
<b>Total 21300 · Customer Deposits</b>	8,866.26
21420 · Accrued Vacation Pay	9,722.18
21440 · DWR-HS Payable - Current	36,184.29
21450 · Current Portion Zion's Bank Ln	73,227.06
21510 · Employee Deductions	291.28
<b>Total Other Current Liabilities</b>	127,648.66
<b>Total Current Liabilities</b>	166,423.11
<b>Long Term Liabilities</b>	
22000 · DWR-H Loan Payable (Payoff '26)	428,038.37
22100 · Zion's Bank Long Term (2023)	530,006.38
22200 · RCEDA Loan Payable	300,000.35
<b>Total Long Term Liabilities</b>	1,258,045.10
<b>Total Liabilities</b>	1,424,468.21
<b>Equity</b>	
31010 · Net Investment in Capital Asset	4,188,757.00
31020 · Restricted for Debt Service	233,447.00
31030 · Unrestricted Net Assets	
31041 · Reserved for Almond Vault Refur	50,000.00
31030 · Unrestricted Net Assets - Other	921,429.76
<b>Total 31030 · Unrestricted Net Assets</b>	971,429.76
32000 · Retained Earnings	(19,527.50)
Net Income	(21,836.88)
<b>Total Equity</b>	5,352,269.38
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,776,737.59</b>

**Cabazon Water District**  
**Profit & Loss**  
 August through September 2015

	Aug 15	Sep 15
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>41000 · Operating Income</b>		
41100 · Base Rate - Water Bills	94,485.17	93,812.51
41220 · Fire Sales - Water Bills	240.00	240.00
41240 · Meter Install and Removal	0.00	0.00
41310 · Penalty Fees - Water Bills	2,725.02	2,346.41
41320 · Lien Reinstatement Fees	301.07	0.00
41330 · New Account Fees - Water Bill	80.00	230.00
41360 · Incident Fee - Water Bills	0.00	0.00
41370 · Returned Check Fees	60.00	0.00
<b>Total 41000 · Operating Income</b>	97,891.26	96,628.92
<b>42000 · Non-Operating Income</b>		
<b>42100 · Property Taxes</b>		
42110 · Ad Valorem - Tax Revenue	136.80	486.92
<b>Total 42100 · Property Taxes</b>	136.80	486.92
42210 · Cell Tower Lease Income	0.00	1,928.24
42310 · Miscellaneous Non-Operating	0.00	555.01
<b>43000 · Interest Income</b>		
43110 · Interest Inc - Gen, Trust	1.48	1.39
43140 · Interest Income - Water	349.36	328.20
43160 · Interest Income - DWR	0.39	0.48
<b>Total 43000 · Interest Income</b>	351.23	330.07
<b>Total 42000 · Non-Operating Income</b>	488.03	3,300.24
<b>Total Income</b>	98,379.29	99,929.16
<b>Gross Profit</b>	98,379.29	99,929.16
<b>Expense</b>		
<b>50010 · Payroll - All Expenses</b>		
<b>51000 · Payroll Summary</b>		
51050 · Directors' Fees	1,300.00	900.00
<b>51100 · Management and Customer Service</b>		
51120 · Customer A	3,296.13	3,391.67
51130 · Admin Assist	1,658.77	0.00
51140 · General Manager	10,481.81	6,341.52
<b>Total 51100 · Management and Customer Service</b>	15,436.71	9,733.19
<b>51200 · Water Operations</b>		
51210 · Meter Reading	1,767.86	1,684.58
<b>Total 51200 · Water Operations</b>	1,767.86	1,684.58
<b>Total 51000 · Payroll Summary</b>	18,504.57	12,317.77
<b>51300 · Payroll - Employee Ben Expense</b>		
51310 · Workers Comp.	1,532.11	2,312.54
51320 · Employee Health Care	2,444.25	5,103.78
51330 · Pension	2,624.52	1,777.95
51350 · Union Dues	2.29	(2.14)

**Cabazon Water District**  
**Profit & Loss**  
 August through September 2015

	Aug 15	Sep 15
51360 · Aflac Deductions	190.36	0.00
<b>Total 51300 · Payroll - Employee Ben E</b>	<b>6,793.53</b>	<b>9,192.13</b>
<b>51400 · Payroll Expenses - Taxes, etc</b>		
51410 · FICA and Medicare	1,408.68	927.78
51420 · SUI and ETT	86.80	55.80
51430 · Medical Testing	85.00	0.00
<b>Total 51400 · Payroll Expenses - Taxes</b>	<b>1,580.48</b>	<b>983.58</b>
<b>Total 50010 · Payroll - All Expenses</b>	<b>26,878.58</b>	<b>22,493.48</b>
<b>52000 · Operational Expenses</b>		
<b>53000 · Facilities, Wells, Trans, Dist</b>		
53110 · Lab Fees	2,550.00	2,082.12
53120 · Site Maintenance	1,476.53	912.30
53130 · Meters	0.00	1,604.02
53160 · Utilities - Wells	3,505.96	3,518.46
53170 · SCADA (no ongoing c	26.00	0.00
53180 · Line Maint and Repair	4,138.50	31,799.00
53190 · Line Maint and Repair	70.21	250.45
53210 · Well Maintenance	0.00	1,165.00
<b>53300 · Security</b>		
53330 · Crime Preve	0.00	525.30
53350 · Alarms		
53355 · Al	107.03	107.03
<b>Total 53350 · Alarms</b>	<b>107.03</b>	<b>107.03</b>
53380 · Materials	0.00	64.00
53390 · Audio Alarm	404.12	241.12
53410 · Video Eq Le	724.00	724.00
<b>Total 53300 · Security</b>	<b>1,235.15</b>	<b>1,661.45</b>
53610 · Engineering Services	1,722.75	0.00
<b>Total 53000 · Facilities, Wells, Trans, I</b>	<b>14,725.10</b>	<b>42,992.80</b>
<b>54000. · Utilities - Office</b>		
54110 · Electricity	1,570.41	1,373.54
54120 · Gas	23.17	22.46
54130 · Telephone	1,027.10	944.37
54140 · Sanitation	351.48	351.48
<b>Total 54000. · Utilities - Office</b>	<b>2,972.16</b>	<b>2,691.85</b>
<b>55000. · Office Expenses</b>		
55220 · Fire Alarm System Ser	144.00	0.00
55110 · Water Billing System	777.30	0.00
55120 · Supplies & Equipment	49.74	174.49
55130 · Copier and Supplies	489.25	925.41
55140 · Dues & Subscriptions	500.00	0.00
55150 · Postage	100.96	430.65
55180 · Computer Services	2,997.00	2,997.00
55210 · Air Conditioning Servi	350.00	350.00

**Cabazon Water District**  
**Profit & Loss**  
 August through September 2015

	Aug 15	Sep 15
Total 55000 · Office Expenses	5,408.25	4,877.55
56000 · Support Services		
56800 · General Liability Insur.	1,711.19	1,711.19
56200 · Temporary Labor	523.02	574.93
56300 · Financial Audit (throug	2,610.00	2,800.00
56400 · Accounting (monthly c	2,185.00	1,230.00
56500 · Legal Services		
565-00 · Legal - Gen	5,112.36	6,624.50
565.01 · Legal - Wat	2,547.28	0.00
565-02 · Legal - Bro	3,250.50	0.00
565-13 · Legal - Gra	0.00	5,917.00
565-40 · Legal - Fee	0.00	2,892.10
Total 56500 · Legal Services	10,910.14	15,433.60
56600 · Bank Service Charges	150.31	161.32
56700 · Payroll Service	251.20	226.00
56810 · Fixed Asset Software :	0.00	498.33
Total 56000 · Support Services	18,340.86	22,635.37
57000 · Training/Travel		
57110 · Seminars/Training	0.00	325.00
57120 · Travel and Meals	111.55	0.00
Total 57000 · Training/Travel	111.55	325.00
58000 · Other Fees		
58100 · County Lien Release F	72.00	46.00
Total 58000 · Other Fees	72.00	46.00
59000 · Service Tools & Equipment		
59110 · Shop Supplies and Srr	0.00	695.88
59120 · Vehicle Fuel	28.01	1,673.09
59160 · Backhoe Fuel	0.00	371.13
59180 · Service Trucks - Repai	3,309.75	1,076.02
Total 59000 · Service Tools & Equipm	3,337.76	3,816.12
Total 52000 · Operational Expenses	44,967.68	77,384.69
61000 · Non-Operating Expenses		
61150 · Returned Checks	0.00	0.00
61180 · DHPO Interest Expense	0.00	7,966.12
61220 · Reconciliation Discrepancies	0.00	(956.19)
61240 · Miscellaneous	158.68	95.12
Total 61000 · Non-Operating Expenses	158.68	7,105.05
65000 · Depreciation and Amortization		
65110 · Depreciation	22,189.00	22,189.00
Total 65000 · Depreciation and Amortizati	22,189.00	22,189.00
Total Expense	94,193.94	129,172.22
Net Ordinary Income	4,185.35	(29,243.06)
Net Income	4,185.35	(29,243.06)

**Cabazon Water District**  
**Profit & Loss Budget Performance**  
September 2015

	Sep 15	Budget	Jul - Sep 15	YTD Budget	Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>41000 · Operating Income</b>					
41100 · Base Rate - Water Bills	94,768.60	97,333.00	293,214.92	291,999.00	1,168,000.00
41220 · Fire Sales - Water Bills	240.00	240.00	720.00	720.00	2,880.00
41240 · Meter Install and Removal	0.00		0.00		
41310 · Penalty Fees - Water Bills	2,346.41	2,750.00	7,859.70	8,250.00	33,000.00
41320 · Lien Reinstatement Fees	0.00		301.07		
41330 · New Account Fees - Water Bi	230.00		490.00		
41360 · Incident Fee - Water Bills	0.00		0.00		
41370 · Returned Check Fees	0.00		90.00		
41500 · Stand By Fees - Tax Revenue	0.00	8,333.00	8,687.00	24,999.00	100,000.00
<b>Total 41000 · Operating Income</b>	<b>97,585.01</b>	<b>108,656.00</b>	<b>311,362.69</b>	<b>325,968.00</b>	<b>1,303,880.00</b>
<b>42000 · Non-Operating Income</b>					
<b>42100 · Property Taxes</b>					
42110 · Ad Valorem - Tax Revenue	486.92	3,833.00	936.69	11,499.00	46,000.00
42120 · Teeter Settlement Income	0.00	833.00	0.00	2,499.00	10,000.00
<b>Total 42100 · Property Taxes</b>	<b>486.92</b>	<b>4,666.00</b>	<b>936.69</b>	<b>13,998.00</b>	<b>56,000.00</b>
42210 · Cell Tower Lease Income	1,928.24	1,917.00	5,784.72	5,751.00	23,000.00
42310 · Miscellaneous Non-Operating	555.01		555.01		
<b>43000 · Interest Income</b>					
43110 · Interest Inc - Gen, Trust, I	1.39		4.43		
43120 · Interest Income LAIF	0.00	158.00	474.78	474.00	1,900.00
43140 · Interest Income - Water b	328.20	333.00	1,007.31	999.00	4,000.00
43160 · Interest Income - DWR	0.48		1.25		
<b>Total 43000 · Interest Income</b>	<b>330.07</b>	<b>491.00</b>	<b>1,487.77</b>	<b>1,473.00</b>	<b>5,900.00</b>
<b>Total 42000 · Non-Operating Income</b>	<b>3,300.24</b>	<b>7,074.00</b>	<b>8,764.19</b>	<b>21,222.00</b>	<b>84,900.00</b>
<b>Total Income</b>	<b>100,885.25</b>	<b>115,730.00</b>	<b>320,126.88</b>	<b>347,190.00</b>	<b>1,388,780.00</b>
<b>Gross Profit</b>	<b>100,885.25</b>	<b>115,730.00</b>	<b>320,126.88</b>	<b>347,190.00</b>	<b>1,388,780.00</b>
<b>Expense</b>					
<b>50010 · Payroll - All Expenses</b>					
<b>51000 · Payroll Summary</b>					
51050 · Directors' Fees	900.00	1,183.00	3,900.00	3,549.00	14,200.00
<b>51100 · Management and Customer Service</b>					
51120 · Customer Accounts	3,391.67	3,450.00	9,967.07	10,350.00	41,400.00
51130 · Admin Assistant	0.00	3,533.00	7,592.16	10,599.00	42,400.00
51140 · General Manager	6,341.52	7,400.00	22,980.15	22,200.00	88,800.00
<b>Total 51100 · Management and C</b>	<b>9,733.19</b>	<b>14,383.00</b>	<b>40,539.38</b>	<b>43,149.00</b>	<b>172,600.00</b>
<b>51200 · Water Operations</b>					
51210 · Meter Reader	1,684.58	2,025.00	5,301.34	6,075.00	24,300.00
<b>Total 51200 · Water Operations</b>	<b>1,684.58</b>	<b>2,025.00</b>	<b>5,301.34</b>	<b>6,075.00</b>	<b>24,300.00</b>
<b>Total 51000 · Payroll Summary</b>	<b>12,317.77</b>	<b>17,591.00</b>	<b>49,740.72</b>	<b>52,773.00</b>	<b>211,100.00</b>
<b>51300 · Payroll - Employee Ben Expense</b>					
51310 · Workers Comp.	2,312.54	750.00	5,424.96	2,250.00	9,000.00
51320 · Employee Health Care	5,103.78	2,558.00	10,099.92	7,674.00	30,700.00
51330 · Pension	1,777.95	2,975.00	8,161.66	8,925.00	35,700.00
51350 · Union Dues	(2.14)		1.08		
51360 · Aflac Deductions	0.00		190.36		
<b>Total 51300 · Payroll - Employee Ben</b>	<b>9,192.13</b>	<b>6,283.00</b>	<b>23,877.98</b>	<b>18,849.00</b>	<b>75,400.00</b>
<b>51400 · Payroll Expenses - Taxes, etc</b>					

**Cabazon Water District**  
**Profit & Loss Budget Performance**  
September 2015

	Sep 15	Budget	Jul - Sep 15	YTD Budget	Annual Budget
51410 · FICA and Medicare	927.78	1,342.00	3,769.16	4,026.00	16,100.00
51420 · SUI and ETT	55.80	233.00	248.00	699.00	2,800.00
51430 · Medical Testing	0.00	77.00	635.00	231.00	920.00
<b>Total 51400 · Payroll Expenses - Taxe</b>	<b>983.58</b>	<b>1,652.00</b>	<b>4,652.16</b>	<b>4,956.00</b>	<b>19,820.00</b>
<b>Total 50010 · Payroll - All Expenses</b>	<b>22,493.48</b>	<b>25,526.00</b>	<b>78,270.86</b>	<b>76,578.00</b>	<b>306,320.00</b>
<b>52000 · Operational Expenses</b>					
<b>53000 · Facilities, Wells, Trans, Dist</b>					
53110 · Lab Fees	2,082.12	700.00	5,247.12	2,100.00	8,400.00
53120 · Site Maintenance	912.30	2,000.00	2,433.83	6,000.00	24,000.00
53130 · Meters	1,604.02	833.00	1,604.02	2,499.00	10,000.00
53140 · Generator Service Contra	0.00	292.00	0.00	876.00	3,500.00
53150 · Median Maintenance	0.00	250.00	0.00	750.00	3,000.00
53160 · Utilities - Wells	3,518.46	8,750.00	22,306.89	26,250.00	105,000.00
53170 · SCADA (no ongoing cont	0.00	400.00	1,065.50	1,200.00	4,800.00
53180 · Line Maint and Repair Co	31,799.00	12,500.00	40,894.50	37,500.00	150,000.00
53190 · Line Maint and Repair Ma	250.45	6,667.00	572.25	20,001.00	80,000.00
53210 · Well Maintenance					
53215 · Chemicals	0.00	525.00	256.26	1,575.00	6,300.00
53210 · Well Maintenance - O	1,165.00	1,250.00	1,165.00	3,750.00	15,000.00
<b>Total 53210 · Well Maintenance</b>	<b>1,165.00</b>	<b>1,775.00</b>	<b>1,421.26</b>	<b>5,325.00</b>	<b>21,300.00</b>
<b>53300 · Security</b>					
53330 · Crime Prevention (PS	525.30		525.30		
53350 · Alarms					
53355 · Alarm Phones	107.03	113.00	320.06	339.00	1,350.00
53350 · Alarms - Other	0.00	46.00	242.00	138.00	550.00
<b>Total 53350 · Alarms</b>	<b>107.03</b>	<b>159.00</b>	<b>562.06</b>	<b>477.00</b>	<b>1,900.00</b>
53380 · Materials	64.00	42.00	64.00	126.00	500.00
53390 · Audio Alarm (cont ex	241.12	225.00	886.36	675.00	2,700.00
53410 · Video Eq Lease (exp :	724.00	742.00	2,172.00	2,226.00	8,900.00
<b>Total 53300 · Security</b>	<b>1,661.45</b>	<b>1,168.00</b>	<b>4,209.72</b>	<b>3,504.00</b>	<b>14,000.00</b>
53610 · Engineering Services	0.00	2,000.00	8,334.65	6,000.00	24,000.00
<b>Total 53000 · Facilities, Wells, Trans,</b>	<b>42,992.80</b>	<b>37,335.00</b>	<b>88,089.74</b>	<b>112,005.00</b>	<b>448,000.00</b>
<b>54000 · Utilities - Office</b>					
54110 · Electricity	1,373.54	1,083.00	4,502.50	3,249.00	13,000.00
54120 · Gas	22.46	75.00	68.05	225.00	900.00
54130 · Telephone	944.37	750.00	2,766.98	2,250.00	9,000.00
54140 · Sanitation	351.48	350.00	1,054.44	1,050.00	4,200.00
<b>Total 54000 · Utilities - Office</b>	<b>2,691.85</b>	<b>2,258.00</b>	<b>8,391.97</b>	<b>6,774.00</b>	<b>27,100.00</b>
<b>55000 · Office Expenses</b>					
55220 · Fire Alarm System Servic	0.00		144.00		
55110 · Water Billing System	0.00	208.00	777.30	624.00	2,500.00
55120 · Supplies & Equipment	174.49	795.00	958.84	2,385.00	9,540.00
55130 · Copier and Supplies	925.41	635.00	1,903.91	1,905.00	7,620.00
55140 · Dues & Subscriptions	0.00	83.00	500.00	249.00	1,000.00
55150 · Postage	430.65	750.00	1,486.00	2,250.00	9,000.00
55160 · Printing & Publications	0.00	104.00	225.00	312.00	1,250.00
55180 · Computer Services	2,997.00	2,997.00	9,014.88	8,991.00	35,964.00
55200 · Office Storage	0.00	500.00	500.00	1,500.00	6,000.00
55210 · Air Conditioning Servicin	350.00	167.00	1,050.00	501.00	2,000.00
<b>Total 55000 · Office Expenses</b>	<b>4,877.55</b>	<b>6,239.00</b>	<b>16,559.93</b>	<b>18,717.00</b>	<b>74,874.00</b>



**Cabazon Water District**  
**Profit & Loss Budget Performance**  
 September 2015

	Sep 15	Budget	Jul - Sep 15	YTD Budget	Annual Budget
<b>56000 · Support Services</b>					
56200 · Temporary Labor	574.93		1,097.95		
56300 · Financial Audit (through ;	2,800.00	1,750.00	12,700.00	5,250.00	21,000.00
56400 · Accounting (monthly cont	1,230.00	1,800.00	4,711.25	5,400.00	21,600.00
<b>56500 · Legal Services</b>					
565-00 · Legal - General	6,624.50		20,337.02		
565.01 · Legal - Water	0.00		3,461.78		
565-02 · Legal - Brown Act, Pi	0.00		3,250.50		
565.07 · Legal - Personnel	0.00		2,944.30		
565-13 · Legal - Grant/Loan Fi	5,917.00		5,917.00		
565-40 · Legal - Fees and Cha	2,892.10		2,892.10		
56500 · Legal Services - Othe	0.00	7,274.00	0.00	21,822.00	87,286.00
<b>Total 56500 · Legal Services</b>	<b>15,433.60</b>	<b>7,274.00</b>	<b>38,802.70</b>	<b>21,822.00</b>	<b>87,286.00</b>
56600 · Bank Service Charges	161.32	200.00	454.88	600.00	2,400.00
56700 · Payroll Service	226.00	292.00	764.20	876.00	3,500.00
56800 · General Liability Insuranc	1,711.19	1,833.00	5,133.57	5,499.00	22,000.00
56810 · Fixed Asset Software Sys	498.33		498.33		
<b>Total 56000 · Support Services</b>	<b>22,635.37</b>	<b>13,149.00</b>	<b>64,162.88</b>	<b>39,447.00</b>	<b>157,786.00</b>
<b>57000 · Training/Travel</b>					
57110 · Seminars/Training	325.00	858.00	325.00	2,574.00	10,300.00
57120 · Travel and Meals	0.00	417.00	111.55	1,251.00	5,000.00
<b>Total 57000 · Training/Travel</b>	<b>325.00</b>	<b>1,275.00</b>	<b>436.55</b>	<b>3,825.00</b>	<b>15,300.00</b>
<b>58000 · Other Fees</b>					
58100 · County Lien Release Fees	46.00		118.00		
58110 · Riverside County Fees	0.00	42.00	352.80	126.00	500.00
58120 · State Water fees	0.00	525.00	0.00	1,575.00	6,300.00
58130 · Election Fees	0.00	83.00	0.00	249.00	1,000.00
<b>Total 58000 · Other Fees</b>	<b>46.00</b>	<b>650.00</b>	<b>470.80</b>	<b>1,950.00</b>	<b>7,800.00</b>
<b>59000 · Service Tools &amp; Equipment</b>					
59110 · Shop Supplies and Small	695.88	54.00	695.88	162.00	650.00
59120 · Vehicle Fuel	1,673.09	1,250.00	3,267.89	3,750.00	15,000.00
59130 · Employee Uniforms	0.00	92.00	0.00	276.00	1,100.00
59150 · Tractor Expenses	0.00	575.00	0.00	1,725.00	6,900.00
59160 · Backhoe Fuel	371.13	442.00	371.13	1,326.00	5,300.00
59180 · Service Trucks - Repair a	1,076.02	625.00	4,588.43	1,875.00	7,500.00
59190 · Water Ops Cell Phone/ In	0.00	183.00	0.00	549.00	2,200.00
59210 · Water Ops Computer Inte	0.00	67.00	0.00	201.00	800.00
59220 · Communications	0.00	92.00	0.00	276.00	1,100.00
<b>Total 59000 · Service Tools &amp; Equipr</b>	<b>3,816.12</b>	<b>3,380.00</b>	<b>8,923.33</b>	<b>10,140.00</b>	<b>40,550.00</b>
<b>Total 52000 · Operational Expenses</b>	<b>77,384.69</b>	<b>64,286.00</b>	<b>187,035.20</b>	<b>192,858.00</b>	<b>771,410.00</b>
<b>61000 · Non-Operating Expenses</b>					
61150 · Returned Checks	0.00		0.00		
61160 · Grant/Loan Processing Fee	0.00	167.00	0.00	501.00	2,000.00
61170 · DWR Interest on Loans	0.00	1,125.00	0.00	3,375.00	13,500.00
61180 · DHPO Interest Expense	7,966.12	1,292.00	7,966.12	3,876.00	15,500.00
61190 · Bad Debt Expense	0.00	100.00	0.00	300.00	1,200.00
61240 · Miscellaneous	95.12	417.00	2,124.68	1,251.00	5,000.00
61241 · Website Support	0.00	621.00	0.00	1,863.00	7,450.00
61250 · Image Consultant	0.00	0.00	0.00	0.00	0.00
<b>Total 61000 · Non-Operating Expenses</b>	<b>8,061.24</b>	<b>3,722.00</b>	<b>10,090.80</b>	<b>11,166.00</b>	<b>44,650.00</b>

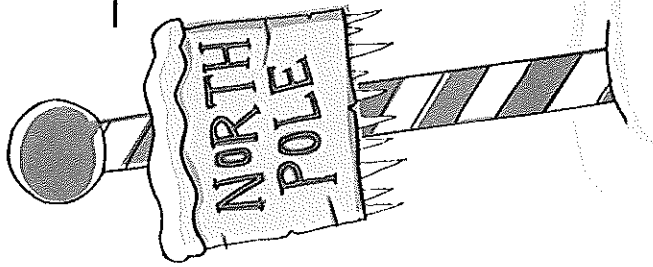


# A gift for you

---

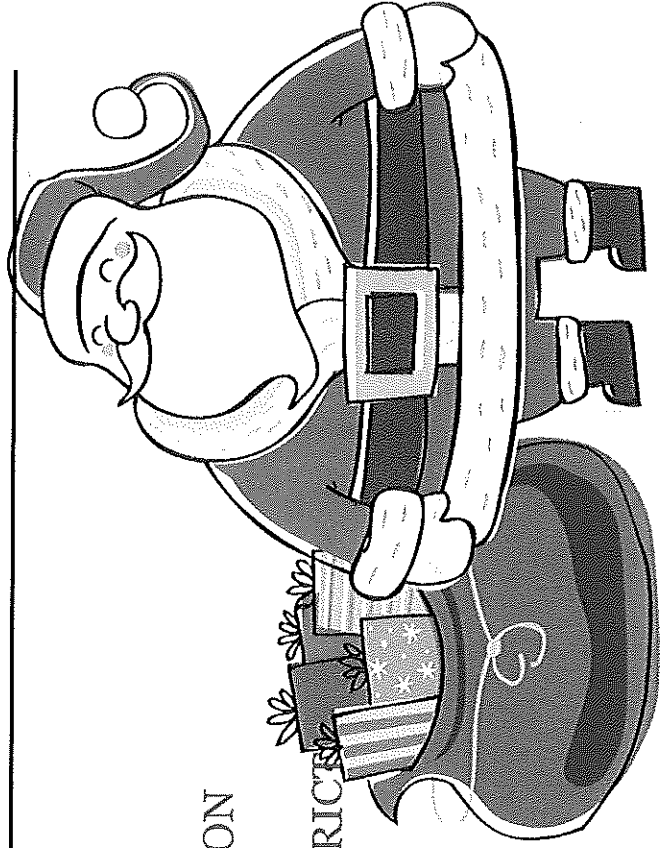
VOLUNTEERING & FUNDING

---



TO: KID'S CURE FOUNDATION

FROM: CABAZON WATER DISTRICTS





YOU ARE INVITED TO A  
**HALLOWEEN**  
**PARTY**

FUNDING & VOLUNTEERS NEEDED  
IN THE CABAZON LIBRARY PARKING LOT

**OCT 30**  
5:00-7:00

Costume contest, ghoulish games, freaky fun, and frightening food! Bring your own vampire blood for refreshment.

**RESOLUTION NO. 2015-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CABAZON WATER DISTRICT AUTHORIZING THE GENERAL MANAGER AND HIS AUTHORIZED DESIGNEES TO SUBMIT, AND EXECUTE AND TAKE ALL ACTIONS NECESSARY FOR THE APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE DRINKING WATER IMPROVEMENTS PROJECT**

**WHEREAS**, the Cabazon Water District (the "District") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its drinking water system, including certain wells, reservoirs, pipelines and other infrastructure relating to the Drinking Water Improvements Project (the "Project"); and

**WHEREAS**, the District desires to make an application to the State Water Resources Control Board for a grant to finance the Project.

**NOW, THEREFORE, THE DISTRICT DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:**

1. The District's General Manager, and his authorized designees, is hereby and each authorized and directed to sign and file, for and on behalf of the District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project; and

2. The District hereby agrees and further does authorize the District General Manager, and his authorized designees, to certify that the Agency has and will comply with all applicable state and federal statutory and regulatory requirements related to any financing or financial assistance received from the State Water Resources Control Board, and

3. The District General Manager, and his authorized designees, is hereby authorized to negotiate and execute a financial assistance agreement from the State Water Resources Control Board and any amendments or change orders thereto and certify financing agreement disbursements on behalf of the District.

4. The District further finds that making and submitting an application for funding for the Project is statutorily exempt from review under the California Environmental Quality Act pursuant to Public Resources Code Section 21080.35.

5. The Board of Directors hereby directs staff to file a Notice of Exemption with the County Clerk of Riverside County within five (5) working days following the adoption of this Resolution.

6. The custodian of the record of proceedings for this action shall be Elizabeth Lemus, whose offices are located at 14618 Broadway Street, P.O. Box 297, Cabazon, CA 92230.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of October, 2015.

---

President of the Board of Directors  
Cabazon Water District

**ATTEST:**

---

Secretary of the Board of Directors  
Cabazon Water District

**PRELIMINARY EXEMPTION ASSESSMENT**

(Certificate of Determination  
When Attached to Notice of Exemption)

1. Name or description of project:	Planning Activities for Drinking Water Improvement Projects	
2. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	The project consists of performing the necessary planning tasks for a well pumping plant improvements project and a pipeline project located within the service area of Cabazon Water District in the unincorporated community of Cabazon, Riverside County, California.	
3. Entity or person undertaking project:	A. Cabazon Water District	
	B. Other (Private)	
	(1) Name	
	(2) Address	
4. Staff Determination:	<p>The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the State "Guidelines for Implementation of the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:</p>	
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.	
b. <input type="checkbox"/>	The project is a Ministerial Project.	
c. <input type="checkbox"/>	The project is an Emergency Project.	
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.	
e. <input type="checkbox"/>	The project is categorically exempt.	
	Applicable Exemption Class:	
f. <input checked="" type="checkbox"/>	The project is statutorily exempt.	
	Applicable Exemption:	CEQA Guidelines §15262: Feasibility and Planning Studies
g. <input type="checkbox"/>	The project is otherwise exempt on the following basis:	
h. <input type="checkbox"/>	The project involves another public agency which constitutes the Lead Agency.	
	Name of Lead Agency:	

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

Staff: \_\_\_\_\_

**NOTICE OF EXEMPTION**

<b>TO:</b> Riverside County Clerk 2720 Gateway Drive Riverside, CA 92507		<b>FROM:</b> Cabazon Water District 14618 Broadway Street Cabazon, CA 92230	
1.	<b>Project Title:</b>	Planning Activities for Drinking Water Improvement Projects	
2.	<b>Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15’ or 7 1/2’ topographical map identified by quadrangle name):</b>	The project consists of performing the necessary planning tasks for a well pumping plant improvements project and a pipeline project located within the service area of Cabazon Water District in the unincorporated community of Cabazon, Riverside County, California.	
3.	(a) <b>Project Location – City:</b>	Cabazon	
	(b) <b>Project Location – County:</b>	County of Riverside	
4.	<b>Description of nature, purpose, and beneficiaries of Project:</b>	<p>The project consists of preparing CEQA documents (such as an Initial Study and Mitigated Negative Declaration); preparing a Technical, Managerial, and Financial (TMF) Assessment in accordance with State Water Resources Control Board guidelines; preparing final design contract documents (construction plans, specifications, and bidding documents, which will also include bid solicitation and specifications for the proposed facilities); and preparing an engineering cost estimate for construction.</p> <p>The Project is intended to complete the necessary planning and design tasks prior to construction of improvements at four Cabazon Water District well pumping plants and the construction of one Cabazon Water District pipeline. The project benefits the public.</p>	
5.	<b>Name of Public Agency approving project:</b>	Cabazon Water District	
6.	<b>Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:</b>	Cabazon Water District	
7.	<b>Exempt status: (check one)</b>		
	(a) <input type="checkbox"/>	Ministerial project.	
	(b) <input type="checkbox"/>	Not a project.	
	(c) <input type="checkbox"/>	Emergency Project.	
	(d) <input type="checkbox"/>	Categorical Exemption. State type and class number:	
	(e) <input type="checkbox"/>	Declared Emergency.	
	(f) <input checked="" type="checkbox"/>	Statutory Exemption. State Code section number:	CEQA Guidelines §15262 - Feasibility and Planning Studies
	(g) <input type="checkbox"/>	Other. Explanation:	

8. Reason why project was exempt:	The Project consists of engineering design, CEQA compliance, and other planning activities that do not include construction or any other ground-disturbing activities.
9. Contact Person:	Calvin Louie, General Manager
Telephone:	(951) 849-4442
10. Attach Preliminary Exemption Assessment (Form "A") before filing.	

\_\_\_\_\_  
Signature (Lead Agency Representative)

\_\_\_\_\_  
Date





# Mandatory Water Conservation

The State of California Department of Water Resources requires the District's customer's to conserve 20% of water consumption per a person in the household.

The average water consumption per person is 80-100 gallons per day. The State mandates a 20% reduction in consumption, this equates to a 16-20 gallons reduction per person.

<u>Supplier</u>	<u>Population (2010)</u>	<u>GPCD</u>
Cabazon Water District	2,535	203
City of Banning	29,603	315
Beaumont Cherry Valley	42,353	303

*Gallons per Capita per Day (GCPD)*

In Sacramento, where half of the homes still don't have water meters, residents use 279 gallons a day per capita -- almost triple the 98 gallons that residents of San Francisco use. Palm Springs, land of big desert lawns and verdant golf courses, gulps down a staggering 736 gallons a day per person, five times as much as residents of San Jose and Los Angeles.

For water saving tips, please visit [www.saveourwater.com](http://www.saveourwater.com)

The Cabazon Water District website is under construction and should be available for the public in late November 2015.



**CONTRACTORS**  
**6-MONTH**  
**CONTRACT**  
**FINISH THE CURRENT 2015-2016**  
**FISCAL YEAR**

## CABAZON WATER DISTRICT

### On-Call Water System Repair/Improvement Services Contract

1. Parties and Date. This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date") by and between the Cabazon Water District ("District") and James M. Doolittle, a California sole proprietorship with its principal place of business at 1430 W. Lincoln Street, Banning, California 92220 ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.
  
2. Scope of Work. The undersigned hereby agrees to furnish any and all labor, equipment, materials, tools, services, transportation, utilities, and all other items necessary to provide the District on-call water distribution system repair services ("Line Repair") in accordance with the Contract Documents and in the work order(s) to be issued pursuant to this Contract and executed by the District ("the Work"). The District desires to engage Contractor to perform Work on an as-needed/on-call basis, including without limitation emergency repair services twenty-four (24) hours per day, seven (7) days per week. To this end, Contractor shall perform all Work described in Exhibit "A," attached hereto and incorporated herein by this reference, and any other Work specified by the District pursuant to individual work orders that more particularly describe said Work ("Work Order"). Work Orders shall be issued by the District on the form attached hereto as Exhibit "B" and incorporated herein by this reference. No Work shall be performed by Contractor unless specified in Exhibit "A" and authorized by a fully executed Work Order in the form provided by the District. This Contract applies to any Work within the boundaries of the Cabazon Water District. The term "equipment" as used in this Contract shall be limited to one (1) tool truck, one (1) pick-up truck with minor tools and one (1) 3/4 ton truck with dump trailer. Contractor shall only be responsible for providing materials not otherwise provided by the District. Contractor shall notify District prior to furnishing any non-District materials to be incorporated in to the Work.
  
3. Contract Documents. The complete Contract Documents includes this Contract, the Request for Proposal dated March 1, 2015, the Contractor's Proposal dated April 7, 2015, the Bond(s), executed in connection herewith, Certificates of Insurance, and all official papers and documents relating to the Work to be performed hereunder, all valid Work Orders issued by the District, and all modifications incorporated in these documents before their execution. Any and all obligations of District and Contractor are fully set forth and described herein.
  
4. Performance of Work; Standard of Care. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the District to perform the Work within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Work performed and completed as required by the Contract, and subject to the approval of the District's authorized representative. The quality of Work shall meet or exceed those standards established by the State of California Department of Water Resources, the District or the city or county of jurisdiction. The 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, 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 the District, any Work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Contractor shall at all times enforce strict discipline and good order among its employees. Any employee who is determined by the District 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 the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

5. Term of Contract. The term of this Contract shall be for four (4) years. Contractor shall hold its rates firm for the first year from the Effective Date of the Contract. The District reserves the right to extend this Contract for an additional term by mutual agreement with the Contractor. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Work Orders.
6. Payment. The District shall pay for actual quantities of Work performed and accepted by the District in accordance with the Schedule of Charges set forth in Exhibit "C," attached hereto and incorporated herein by reference. In no event shall the total amount paid by the District for services rendered by Contractor under this Contract exceed, in the aggregate, the sum of \$120,000 ("Maximum Contract Price"). The maximum compensation for Work to be provided pursuant to each Work Order shall be set forth in the relevant Work Order.
  - a. The District budgets the amount of \$2,500 per month for Line Repair which includes extraordinary repairs, replacing/upgrade of pipes, valves, other water apparatus, and emergency repairs. The General Manager shall have the authority to re-allocate the monthly budgeted amount of \$2,500 as he deems necessary provided the Maximum Contract Price is not exceeded.
  - b. All scheduled Work authorized by the District shall first have a Work Order issued to the Contractor. With the exception of Line Repair work not exceeding (\$1,500.00) and all emergency work, the Contractor must complete the Work Order ten (10) business days prior to the Work to be performed. On the Work Order the Contractor will indicate the number of personnel, their job and hourly rate, total number of hours to complete the Work, and total cost for review and approval. Included in the Work Order, the Contractor shall notify the District the amount of material, parts, and other miscellaneous cost related to the Work.
  - c. Once the Work Order has been approved by the District, the Contractor will be expected to begin the Work and complete it within the number of hours and days, including the material, parts, and other miscellaneous cost related to the Work as indicated by the Contractor.
  - d. Change Order – If additional cost for man hours, material, parts, and other miscellaneous cost related to the Work is required, the Contractor shall contact the District immediately and submit a Change Order with a detailed description of the cause for the additional cost and will indicate the additional number of personnel, their job and hourly rate, total number of hours to complete the Work, also include any cost for additional material, parts, and other miscellaneous cost related to the Work to be reviewed and approved by the District prior to performing Change Order Work.

- e. Emergency Repair Call-out ("ERC") – Within eight (8) business days after the date being called out for ERC, the Contractor will submit to the District an invoice for the ERC service(s) rendered.
  - i. The Contractor will complete any Work in progress. All other scheduled Work Order(s) pending will be stopped until the Contractor submits a final invoice for the ERC on or before the eight (8) business days after the date being called out for ERC.
  - ii. The Contractor will be fined 2.5% of the total cost for ERC invoices submitted after 8 business days, 5.0% after 10 business days, 10% after 15 days, and 15% after 20 business days or more.

Except for payments on invoices in excess of (\$5,000.00), payments shall be made by the District within fifteen (15) days after the date the District receives an invoice from the Contractor on an approved Work Order which includes a detailed description of the Work performed, excepting disputed charges, which shall be payable upon resolution of the dispute, as specified in more detail elsewhere in this Contract. For the Contractor's internal use, the Contractor may attached an invoice matching the cost indicated in the Work Order completed by the Contractor.

7. Notice. Any notice or instrument required to be given or delivered by this Contract may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

**District:**

Cabazon Water District  
 P.O. Box 297  
 14618 Broadway Street  
 Cabazon, CA 92230  
 Attn: Calvin Louie

**Contractor:**

James M. Doolittle  
 1430 W. Lincoln Street  
 Banning, CA 92220  
 Attn: James M. Doolittle

8. Insurance. The Contractor shall maintain the following insurance during the performance of all Work under this Contract. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District 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 the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

- a. 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- b. 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 including, but not limited to, form CG 2503, 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. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

c. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

i. General Liability. (1) Such policy shall give the District, its officials, officers, employees, volunteers and agents additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, 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; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, officers, employees, volunteers and agents, 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 the District, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

ii. Automobile Liability. (1) Such policy shall give the District, its officials, officers, employees, volunteers and agents additional insured status 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; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects District, its officials, officers, employees, volunteers and agents, 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 the District, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

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

iv. 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 the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, officers, employees, volunteers and agents.

- d. 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 the District, its officials, officers, employees, volunteers and agents.
- e. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, officers, employees, volunteers and agents; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- f. 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 District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- g. Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. 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 the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- h. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, officers, employees, volunteers and agents as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.
- i. Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

9. Bonds. The Contractor shall be required at the time of the execution of the Contract to furnish a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Maximum Contract Price. The bond shall be secured from a surety company satisfactory to District, shall be submitted on the prescribed bond form attached hereto as Exhibit "D" and incorporated herein by this reference, and the Contractor thereon shall pay the premiums and District shall reimburse Contractor for said premiums (not to exceed 3% of the Maximum Contract Price). The bond must be executed by an admitted surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. Said bond shall be furnished within ten (10) calendar days after award of the Contract and before commencement of

Work. In the event this Contract is terminated, the District shall pay the unpaid balance of the bond premium (not to exceed 3% of the Maximum Contract Price).

10. Assignment of Contract. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.
11. Completion. No Work shall be performed nor shall services, material or equipment be furnished under this Contract unless and until all bonds and certificates of insurance have been furnished to and approved by the District. The parties agree that in the event the Work is not completed within the time limit specified, it would be impracticable and extremely difficult to fix the actual damages suffered by District and the said sum of five hundred dollars (\$500.00) per day shall be presumed to be the amount of damage sustained. This Section does not exclude District's right to recover other damages specified in the Contract Documents or at law.
12. Compliance with Law and Other Contracting Requirements. Contractor shall comply with all applicable laws and regulations of the federal, state and local government including Cal/OSHA requirements, requirements for verification of employees' legal right to work in the United States, and air pollution control laws and regulations as applicable to the Contractor. Contractor shall assist the District, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work.

By its signature hereunder, the Contractor hereby certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing Work under this Contract. Contractor shall be responsible for securing licenses necessary to perform the Work described herein.

13. Delays in Performance.
  - a. Neither the District nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint.
  - b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract.
  - c. Contractor shall respond within four (4) working days of Contractor's receipt of a written request from the District to perform repairs or related Work. If Contractor does not begin to undertake activities in furtherance of the performance of the requested Work within said four (4) day period, the District shall be entitled to pursue its remedies and rights under the Contract Documents and at law.
  - d. Contractor shall respond within two (2) hours upon receiving an ERC. The ERC may be delivered telephonically or by text to the phone number provided by the Contractor.



14. Suspension/Termination of Contract.

- a. If Contractor fails to commence Work as provided in the Contract, or progress of the Work in such manner as in the opinion of District's authorized representative will ensure a full compliance with the Contract within the time limit, or if in the opinion of District's authorized representative, Contractor is not carrying out the provisions of the Contract in their true intent and meaning, written notice will be served on Contractor and its Surety to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with the Contract. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Contract or be entitled to receive any of the benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the Board of Directors perform any part of the Work or purchase any or all of the material included in the Contract or required for the completion thereof, or take possession of all or any part of the materials and supplies used in the Work covered by the Contract or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the Work at the sole cost of Contractor and its Surety.
- b. District has the right to terminate or abandon any portion or all of the Work under this Contract by giving ten (10) calendar days written notice to Contractor and its Surety. In such event, District shall be immediately given title and possession to all documents produced or developed for that portion of the Work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the Work completed prior to termination. If said termination occurs prior to completion of any work for the Project for which a payment request has not been received, the charge for services performed for the Work during such work shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such work completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of Work.
- c. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Contract through no fault of Contractor.
- d. Contractor may terminate its obligation to provide further services under this Contract upon ninety (90) calendar days written notice to District for convenience.

15. Subcontracts Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District, and otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, if applicable.

16. Brand Name or Equal. Whenever in the Contract any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer, such specification shall be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better. Contractor bears the burden of proof as to the equality of any material, process or article and District may require Contractor to furnish the material, article or process specified if it decides that Contractor has not met his or her burden.

17. Further Instructions. Before commencing any portion of the Work, Contractor shall carefully examine all applicable Contract Documents, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. District shall provide further instructions, in writing, within a reasonable time. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
18. Discrepancies and Omissions. Any discrepancies or omissions found in the Contract Documents shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order: 1. Contract; 2. Addenda, if applicable; Cabazon Water District Standard Drawings. Figure dimensions on Drawings shall take precedence over scale dimensions, detailed Drawings shall take precedence over general drawings.
19. 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 District. 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 Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the District may terminate this Contract upon three (3) days advanced written notice.
20. Contractor's Supervision. Contractor shall continuously keep at the Project site, a competent and experienced employee approved by the District. Contractor's employee must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.
21. Labor Code Provisions. It shall be mandatory upon the Contractor herein and upon all subcontractors under Contractor to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.
- a. Prevailing Wages.
- (i) The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform Work on the Project available to interested parties

upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers 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.

- (ii) The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
  - (iii) Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- b. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District twenty-five dollars (\$25) for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.
  - c. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to District, forfeit not more than one hundred dollars (\$100) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The responsibility for compliance with this Section is on the Contractor.
  - d. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
  - e. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
  - f. Contractor and Subcontractor Registration. Effective March 1, 2015, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered

with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor shall complete and submit the Public Works Contractor Registration Certification attached hereto as Exhibit "E" to the District prior to Contract execution.

- g. Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.
22. Extra Work. All work performed that exceeds the scope of the Work required under this Contract will be done on a time and material basis with prior request and approval of the District. Time and material rates will be determined by a separate written agreement between the District and Contractor. The District will make the final determination when work is considered outside the scope of this Contract.
23. Trench Shoring. Contractor shall submit to the District at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a registered civil or structural engineer. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the work site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the District. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.
24. Compliance With Storm Water Permit For Construction Activity. It shall be the responsibility of the Contractor to file a Notice of Intent and obtain a State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Storm Water Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall also be responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. The Contractor shall be solely responsible for implementing and complying with the provisions of the Storm Water Permit and the SWPPP, including any monitoring, reporting, and revisions as may be required. It shall be the responsibility of the Contractor to evaluate and include in the bid the cost of obtaining the Storm Water Permit, of preparing the SWPPP, and of complying with the Storm Water Permit and the SWPPP, including monitoring, reporting, and revisions as may be required. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall provide copies of all reports and monitoring information to the Engineer.

Failure to comply with the Storm Water Permit is a violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board, members of the Board, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board, members of the Board, employees and authorized volunteers may sustain or incur for noncompliance with the Storm Water Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence,

willful misconduct or active negligence of the District, its Board, members of the Board, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Contract in accordance with the Contract requirements herein caused by Contractor's failure to comply with the Storm Water Permit.

25. Unexpected Subsurface Conditions. If during the course of the work Contractor encounters subsurface or latent physical conditions within the work area that differ from those indicated in this Contract, or differ materially from those ordinarily encountered and generally recognized as inherent in the character of the work being performed, and if Contractor believes that such unexpected subsurface conditions will likely cause an increase or decrease in the Contractor's time or cost to perform any part of the work, Contractor shall stop work and notify District.

District shall promptly investigate, and if District finds that the conditions encountered by Contractor demonstrate unexpected subsurface conditions as described above, and which will cause an increase or decrease in the Contractor's time or cost to perform the work, such increase or decrease shall be accounted for in accordance with the Extra Work procedures described elsewhere in this Contract.

In the event that a dispute arises between District and Contractor whether the conditions encountered by Contractor demonstrate unexpected subsurface conditions as described above, or will cause an increase or decrease in the Contractor's time or cost to perform the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided by the contract or by law which pertain to the resolution of disputes and protests between District and Contractor.

The presence of contaminated soil, rock or groundwater shall not be considered as unexpected subsurface conditions and contaminated soil, rock or groundwater encountered by Contractor shall be treated as described elsewhere in this Contract.

26. Contaminated Soil. Hazardous waste (which may include contaminated soil) as defined in the California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 11, or the Code of Federal Regulations 40 CFR, Part 261, encountered during the performance of the work is required to be handled and disposed of in accordance with state and federal hazardous waste regulations.

- a. If as a result of air monitoring and/or laboratory analysis it is determined that any sampled soil material from the work site does pose a hazard to human health or the environment, a Notice of Hazardous Conditions will be provided to the Contractor by District. Once the Notice of Hazardous Conditions is provided, the Contractor must develop and implement health and safety measures prior to beginning soil disposal operations. Additional work may require further action by HAZWOPER (Hazardous Waste Operations and Emergency Response) trained personnel as specified in CCR Title 8 §5192. These measures include but are not limited to a comprehensive work plan and site-specific health and safety plan. All costs associated with responding to a Notice of Hazardous Conditions shall be accounted for in accordance with the Extra Work procedures described elsewhere in this Contract.
- b. The District and Contractor will work together to ensure all contaminated waste disposal is properly manifested.
- c. Nothing in this specification section relieves the Contractor from any performance requirements or contractual obligations stated elsewhere in this Contract.

27. Regional Notification Center – Excavations. District shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the Contractor has been given the identification number by the District. Any information provided to the Contractor by the District in relation to subsurface installations shall be informational only and shall be relied upon by Contractor at its sole risk. Contractor may verify such information by separately contacting the appropriate regional notification center.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake or other soil or geologic movements, riot, accident, or sabotage (Gov. Code § 4216).

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right-of-way (Gov. Code § 4216).

28. Removal, Relocation And Protection Of Utilities. As used in this Section, the word "utility" shall be understood to include tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers, storm drains, or service connections. As used in this Section, the term "construction interference" shall be understood to include any utility within the limits of excavation or over excavation required for the Work under the Contract as shown or as ordered by the District, or any utility located in the space which will be required by any of the Work under the Contract.

- a. In the event a utility is required to be disturbed or removed to permit construction of a pipeline or other structure under the Contract, such disturbance or removal shall be done only with the approval of the District, and following notification to the owner of the interfering utility. Any such utility removed or otherwise disturbed shall be reconstructed as promptly as possible in its original or other authorized location in a condition at least as good as prior to such removal or disturbance, subject to the inspection of the owner of same. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor.

The Contractor's responsibility under this Section to remove or replace utilities shall apply even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The owner of the utility shall be notified immediately after damage or destruction occurs or is discovered.

- b. During the performance of the Work under this Contract, the owner of any utility affected by the Work shall have the right to enter when necessary upon any portion of the Work for the purpose of maintaining service and of making changes in or repairs to said utility.

- c. The Drawings show the positions of known utilities in the immediate vicinity of the Work as determined from available records, but the District does not guarantee that utility locations as shown are precisely accurate or that all existing utilities are shown. Before commencing any excavation, the Contractor shall determine or verify the existence, horizontal and vertical position, and ownership of all existing utilities located within the limits of the Work to be performed. If the Contractor discovers any utility located within the limits of the

Work to be performed, and which is not shown on the plans, Contractor shall immediately notify the District. The District will not be liable for any consequences arising as a result of an existing utility being incorrectly located in the field by the agency having jurisdiction over said utility.

- d. The District will compensate Contractor in the event Contractor is required to remove, relocate, protect, support, repair, maintain or replace a utility which actually constitutes a construction interference when said utility is not shown with reasonable accuracy as an interference or is omitted from the Contract, subject to the review and approval of the District, provided, however, that the District's obligation to repair damage to such a utility shall not extend to damage caused by the failure of the Contractor to exercise reasonable care. Payment by District for the costs described above shall be made in accordance with the Extra Work section of this Contract.
  - e. The costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing a utility for reasons other than those described above shall be borne by the Contractor.
  - f. The Contractor shall not be assessed liquidated damages for failure to complete the Work on time to the extent that such delay was caused by failure of the District or of the owner of the utility to authorize or otherwise provide for the removal, relocation, protection, support, repair, or replacement of a utility as described above.
  - g. The District reserves the right, upon determination of the actual position of existing utilities, to make changes in the alignment or grade of District's proposed facilities when, by so doing, the necessity for relocation of existing utilities can be avoided. Such changes will be ordered in writing by the District. Where applicable, adjustments in the Contract price will be made on the basis of the Contractor's unit bid prices. Where unit bid prices are not applicable, adjustments in the Contract price will be made in accordance with the procedures described herein.
  - h. In all cases the owner of the utility shall have the sole discretion to perform repairs or relocation work or to permit the Contractor to perform the same at a reasonable price.
29. Assignment of Anti-Trust Claims. Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action as 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 Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the parties. Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.
30. Notice of Third-Party Claims. Pursuant to Public Contract Code Section 9201, the District shall provide the Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The District is entitled to recover its reasonable costs incurred in providing such notification.
31. Payment. District agrees to pay and Contractor agrees to accept, in full payment for the Work agreed to be done once accepted by the District and public agency(ies) having jurisdiction, for the prices named in the Contract in the manner and with such addition or deductions as are provided for in this Contract.

a. Contract Retentions.

(i) For Projects with a performance period exceeding one month for the creation, construction, alteration, repair or improvement of any public structure, building road or other improvement:

(1) Progress Payments. From each approved Work Order/invoice, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. For the sole purpose of release of retention under Public Contract Code Section 7107, District and Contractor agree that the Work performed under this Contract shall be deemed complete every six (6) months of the Contract term.

(2) Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District 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 the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The 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 the District.

b. Other Retentions. For all Projects:

(i) In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District 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 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 District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; (11) an hourly inspection fee equal to the hourly wage of the District's staff, if the District is notified by Contractor that a job is complete and, upon inspection, it is found to be incomplete; and (12) any other sums which the District 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 the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

- (ii) 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 otherwise required by law. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.
- (iii) Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District 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 the District, 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.

32. Procedure for Resolving Disputes. The parties to this Contract are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1990, Chapter 1414, effective January 1, 1991), which requires compliance with the following procedures to resolve any claim by the Contractor of \$375,000 or less regarding an extension of time, a change order, extra Work, or any other disputed amount:

- a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
  - (i) For claims of less than fifty thousand dollars (\$50,000), District shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims District may have against the claimant.
  - (ii) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement to District and the claimant.

(iii) District's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

b. If the claimant disputes District's written response, or District fails to respond within the time prescribed, the claimant may so notify District, in writing, either within fifteen (15) days of receipt of District's response or within fifteen (15) days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

c. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

33. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District, its Board, members of the Board, employees, and authorized volunteers of the District, against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim of the Contractor or subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the sole negligence, willful misconduct, or active negligence of the District, its Board, members of the Board, employees, or authorized volunteers of the District. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to the District and the District's attorneys' fees incurred in such an action. Contractor's obligation to indemnify shall survive the expiration or termination of the Contract and shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District.

34. Interpretation. In interpreting this Contract, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Contract or any provision thereof.

35. Integrated Agreement. This Contract embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent, or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Contract, that induced the other party to sign this document. No modification of this Contract shall be valid unless agreed to in writing by the Parties. This Contract may be executed in separate counterparts, the whole of which shall constitute a

binding agreement. For purposes of executing the Contract, Contractor shall execute and deliver two (2) counterpart originals of the Contract to the District. The District shall execute both counterpart originals of the Contract that has been executed by Contractor and shall deliver to Contractor one (1) fully executed original of the Contract.

36. Law and Venue. This Contract shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that Riverside County, California is the proper venue for enforcement of the terms of this Contract. The prevailing party in any action to enforce this Contract or otherwise concerning the terms of the settlement of the Action shall be awarded costs and attorney's fees.
37. Completion of Work. When the Contractor determines that it has completed the Work required herein or any portion thereof, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District 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 reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Contractor shall furnish District with any applicable 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 District.
38. 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 (1) 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 the District 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 the District 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 (1) year period, commencing with the date of acceptance of such corrected Work. 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 the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. 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 the District, the District 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 the District for any expenses incurred hereunder upon demand.

In the event any act or failure to act by Contractor shall cause a warranty applicable to any products purchased by the District for installation by the Contractor to be voided or reduced,

Contractor shall indemnify District from and against any cost, expense or other liability arising therefrom, and shall be responsible to the District for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

Notwithstanding anything to the contrary, this warranty shall not apply to any defects in District provided materials that are incorporated by Contractor into the Work.

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

Contractor Instructions: Sign and return original. Upon acceptance by Cabazon Water District, a copy will be signed by its authorized representative and promptly returned to you.

**CABAZON WATER DISTRICT**

**JAMES M. DOOLITTLE**

By: <u>Calvin Louie</u>	By: _____
Title: <u>General Manager</u>	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
	Contractor's License # and Class: _____

**D R R**

**EXHIBIT "A"**  
**SCOPE OF WORK**

The Scope of Work shall include on-call performance of all repairs to the District's public water distribution system which includes, but is not limited to, water transmission pipe line from 5/8" to 36" in diameter, valves, connector or couplers, below ground vaults, CAL-VAL, water meters, customer service lateral connections, water boxes and other construction/repair projects as assigned by the District Manager or his or her designee.

The Contractor shall perform each repair to the current standards of the District and in compliance with all requirements of the California Department of Public Health, Riverside County Environmental Health and any other agency with jurisdiction.

DRAFT

**EXHIBIT "B"**  
**SAMPLE WORK ORDER FORM**  
**WORK ORDER**

**[Sample Work Order Form Attached Behind This Page]**

**DRAFT**

**EXHIBIT "C"**  
**SCHEDULE OF CHARGES**

When available, Contractor shall utilize equipment and material furnished by the District as a first option for all work under this Contract. Contractor shall use its own equipment and materials only where District equipment and materials are unavailable.

**[Contractor Rates Attached Behind This Page]**

**DRAFT**

EXHIBIT "D"

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Cabazon Water District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** \_\_\_\_\_ (the "Project"); and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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



conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2849 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

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

***No substitution or revision of this bond form will be accepted. The surety must meet all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and must be a California admitted surety insurer.***

**EXHIBIT "E"**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of contract award and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in the rescission of the contract award.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## CABAZON WATER DISTRICT On-Call Water System Maintenance Services Contract

1. Parties and Date. This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date") by and between the Cabazon Water District ("District") and James M. Doolittle, a California sole proprietorship with its principal place of business at 1430 W. Lincoln Street, Banning, California 92220 ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.
2. Scope of Work. The undersigned hereby agrees to furnish any and all labor, equipment, materials, tools, services, transportation, utilities, and all other items necessary to provide the District on-call water distribution system maintenance services ("Line Maintenance") in accordance with the Contract and in the work order(s) to be issued pursuant to this Contract and executed by the District ("the Work"). The District desires to engage Contractor to perform Work on an as-needed/on-call basis twenty-four (24) hours per day, seven (7) days per week. To this end, Contractor shall perform all Work described in Exhibit "A" attached hereto and incorporated herein by this reference, and any other Work specified by the District pursuant to individual work orders that more particularly describe said Work ("Work Order"). Work Orders shall be issued by the District on the form attached hereto as Exhibit "B" and incorporated herein by this reference. No Work shall be performed by Contractor unless specified in Exhibit "A" and authorized by a fully executed Work Order in the form provided by the District. This Contract applies to any Work within the boundaries of the Cabazon Water District. The term "equipment" as used in this Contract shall be limited to one (1) tool truck, one (1) pick-up truck with minor tools and one (1) 3/4 ton truck with dump trailer. Contractor shall only be responsible for providing materials not otherwise provided by the District. Contractor shall notify District prior to furnishing any non-District materials to be incorporated in to the Work.
3. Contract Documents. The complete Contract Documents includes this Contract, the Request for Proposal dated March 1, 2015, the Contractor's Proposal dated April 7, 2015, Certificates of Insurance, and all official papers and documents relating to the Work to be performed hereunder, all valid Work Orders issued by the District, and all modifications incorporated in these documents before their execution. Any and all obligations of District and Contractor are fully set forth and described herein.
4. Performance of Work; Standard of Care. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the District to perform the Work within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Work performed and completed as required by the Contract, and subject to the approval of the District's authorized representative. The quality of Work shall meet or exceed those standards established by the State of California Department of Water Resources, the District or the city or county of jurisdiction. The 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, 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 the District, any Work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Contractor shall at all times enforce strict discipline and good order among its employees. Any employee who is determined by the District 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 the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

5. Term of Contract. The term of this Contract shall be for four (4) years. Contractor shall hold its rates firm for the first year from the Effective Date of the Contract. The District reserves the right to extend this Contract for an additional term by mutual agreement with the Contractor. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Work Orders.
6. Payment. The District shall pay for actual quantities of Work performed and accepted by the District in accordance with the Schedule of Charges set forth in Exhibit "C," attached hereto and incorporated herein by reference. In no event shall the total amount paid by the District for services rendered by Contractor under this Contract exceed, in the aggregate, the sum of \$480,000 ("Maximum Contract Price"). The maximum compensation for Work to be provided pursuant to each Work Order shall be set forth in the relevant Work Order.
  - a. The District budgets the amount of \$10,000 per month for Line Maintenance which includes ordinary maintenance of pipes, valves and other water apparatus. The General Manager shall have the authority to re-allocate the monthly budgeted amount of \$10,000 as he deems necessary provided the Maximum Contract Price is not exceeded.
  - b. All scheduled Work authorized by the District shall first have a Work Order issued to the Contractor. With the exception of Line Maintenance work not exceeding (\$1,500.00), the Contractor must complete the Work Order ten (10) business days prior to the Work to be performed. On the Work Order the Contractor will indicate the number of personnel, their job and hourly rate, total number of hours to complete the Work, and total cost for review and approval. Included in the Work Order, the Contractor shall notify the District the amount of material, parts, and other miscellaneous cost related to the Work.
  - c. Once the Work Order has been approved by the District, the Contractor will be expected to begin the Work and complete it within the number of hours and days, including the material, parts, and other miscellaneous cost related to the Work as indicated by the Contractor.
  - d. Change Order – If additional cost for man hours, material, parts, and other miscellaneous cost related to the Work is required, the Contractor shall contact the District immediately and submit a Change Order with a detailed description of the cause for the additional cost and will indicate the additional number of personnel, their job and hourly rate, total number of hours to complete the Work, also include any cost for additional material, parts, and other miscellaneous cost related to the Work to be reviewed and approved by the District prior to performing Change Order Work.

Except for payments on invoices in excess of (\$5,000.00), payments shall be made by the District within fifteen (15) days after the date the District receives an invoice from the Contractor on an approved Work Order which includes a detailed description of the Work performed, excepting disputed charges, which shall be payable upon resolution of the dispute, as specified in more detail

elsewhere in this Contract. For the Contractor's internal use, the Contractor may attach an invoice matching the cost indicated in the Work Order completed by the Contractor.

7. Notice. Any notice or instrument required to be given or delivered by this Contract may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

**District:**

Cabazon Water District  
P.O. Box 297  
14618 Broadway Street  
Cabazon, CA 92230  
Attn: Calvin Louie

**Contractor:**

James M. Doolittle  
1430 W. Lincoln Street  
Banning, CA 92220  
Attn: James M. Doolittle

8. Insurance. The Contractor shall maintain the following insurance during the performance of all Work under this Contract. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District 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 the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

a. 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

b. 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 including, but not limited to, form CG 2503, 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. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

c. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

- i. General Liability. (1) Such policy shall give the District, its officials, officers, employees, volunteers and agents additional insured status using ISO

endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, 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; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, officers, employees, volunteers and agents, 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 the District, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

ii. Automobile Liability. (1) Such policy shall give the District, its officials, officers, employees, volunteers and agents additional insured status 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; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects District, its officials, officers, employees, volunteers and agents, 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 the District, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

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

iv. 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 the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, officers, employees, volunteers and agents.

d. 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 the District, its officials, officers, employees, volunteers and agents.

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

- f. **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 District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- g. **Verification of Coverage.** Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. 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 the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- h. **Subcontractors.** All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, officers, employees, volunteers and agents as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.
- i. **Reporting of Claims.** Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.
9. **Assignment of Contract.** Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.
10. **Completion.** No Work shall be performed nor shall services, material or equipment be furnished under this Contract unless and until all certificates of insurance have been furnished to and approved by the District. The parties agree that in the event the Work is not completed within the time limit specified, it would be impracticable and extremely difficult to fix the actual damages suffered by District and the said sum of five hundred dollars (\$500.00) per day shall be presumed to be the amount of damage sustained. This Section does not exclude District's right to recover other damages specified in the Contract or at law.
11. **Compliance with Law and Other Contracting Requirements.** Contractor shall comply with all applicable laws and regulations of the federal, state and local government including Cal/OSHA requirements, requirements for verification of employees' legal right to work in the United States, and air pollution control laws and regulations as applicable to the Contractor. Contractor shall assist the District, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work.

By its signature hereunder, the Contractor hereby certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing Work under this Contract. Contractor shall be responsible for securing licenses necessary to perform the Work described herein.

12. Delays in Performance.

- a. Neither the District nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract.
- c. Contractor shall respond within four (4) working days of Contractor's receipt of a written request from the District to perform maintenance or related Work. If Contractor does not begin to undertake activities in furtherance of the performance of the requested Work within said four (4) day period, the District shall be entitled to pursue its remedies and rights under the Contract and at law.

13. Suspension/Termination of Contract.

- a. If Contractor fails to commence Work as provided in the Contract, or progress of the Work in such manner as in the opinion of District's authorized representative will ensure a full compliance with the Contract within the time limit, or if in the opinion of District's authorized representative, Contractor is not carrying out the provisions of the Contract in their true intent and meaning, written notice will be served on Contractor to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with the Contract. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Contract or be entitled to receive any of the benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the Board of Directors perform any part of the Work or purchase any or all of the material included in the Contract or required for the completion thereof, or take possession of all or any part of the materials and supplies used in the Work covered by the Contract or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the Work at the sole cost of Contractor.
- b. District has the right to terminate or abandon any portion or all of the Work under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, District shall be immediately given title and possession to all documents produced or developed for that portion of the Work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the Work completed prior to termination. If said termination occurs prior to completion of any work for the Project for which a payment request has not been received, the charge for services performed for the Work during such work shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such work completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor



shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of Work.

- c. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Contract through no fault of Contractor.
  - d. Contractor may terminate its obligation to provide further services under this Contract upon ninety (90) calendar days written notice to District for convenience.
14. Subcontracts. Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District.
  15. Further Instructions. Before commencing any portion of the Work, Contractor shall carefully examine all applicable Contract Documents, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. District shall provide further instructions, in writing, within a reasonable time. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
  16. Discrepancies and Omissions. Any discrepancies or omissions found in the Contract shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order: 1. Contract; 2. Addenda, if applicable; Cabazon Water District Standard Drawings. Figure dimensions on Drawings shall take precedence over scale dimensions, detailed Drawings shall take precedence over general drawings.
  17. 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 District. 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 Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the District may terminate this Contract upon three (3) days advanced written notice.
  18. Contractor's Supervision. Contractor shall continuously keep at the Project site, a competent and experienced employee approved by the District. Contractor's employee must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.
  19. Labor Code Provisions. It shall be mandatory upon the Contractor herein and upon all subcontractors under Contractor to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.
    - a. Prevailing Wages.

- (i) The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform Work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- (ii) The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- (iii) Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- b. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District twenty-five dollars (\$25) for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.
- c. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a

penalty to District, forfeit not more than one hundred dollars (\$100) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The responsibility for compliance with this Section is on the Contractor.

- d. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
  - e. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
  - f. Contractor and Subcontractor Registration. Effective March 1, 2015, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor shall complete and submit the Public Works Contractor Registration Certification attached hereto as Exhibit "D" to the District prior to Contract execution.
  - g. Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.
20. Extra Work. All work performed that exceeds the scope of the Work required under this Contract will be done on a time and material basis with prior request and approval of the District. Time and material rates will be determined by a separate written agreement between the District and Contractor. The District will make the final determination when work is considered outside the scope of this Contract.
21. Contaminated Soil. Hazardous waste (which may include contaminated soil) as defined in the California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 11, or the Code of Federal Regulations 40 CFR, Part 261, encountered during the performance of the work is required to be handled and disposed of in accordance with state and federal hazardous waste regulations.
- a. If as a result of air monitoring and/or laboratory analysis it is determined that any sampled soil material from the work site does pose a hazard to human health or the environment, a Notice of Hazardous Conditions will be provided to the Contractor by District. Once the Notice of Hazardous Conditions is provided, the Contractor must develop and implement health and safety measures prior to beginning soil disposal operations. Additional work may require further action by HAZWOPER (Hazardous Waste Operations and Emergency Response) trained personnel as specified in CCR Title 8 §5192. These measures include but are not limited to a comprehensive work plan and site-specific health and safety plan. All costs associated with responding to a Notice of Hazardous Conditions shall be accounted for in accordance with the Extra Work procedures described elsewhere in this Contract.
  - b. The District and Contractor will work together to ensure all contaminated waste disposal is properly manifested.
  - c. Nothing in this specification section relieves the Contractor from any performance requirements or contractual obligations stated elsewhere in this Contract.

22. Regional Notification Center – Excavations. District shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any information provided to the Contractor by the District in relation to subsurface installations shall be informational only and shall be relied upon by Contractor at its sole risk. Contractor may verify such information by separately contacting the appropriate regional notification center.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake or other soil or geologic movements, riot, accident, or sabotage (Gov. Code § 4216).

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right-of-way (Gov. Code § 4216).

23. Payment. District agrees to pay and Contractor agrees to accept, in full payment for the Work agreed to be done once accepted by the District and public agency(ies) having jurisdiction, for the prices named in the Contract in the manner and with such addition or deductions as are provided for in this Contract.

24. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District, its Board, members of the Board, employees, and authorized volunteers of the District, against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim of the Contractor or subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the sole negligence, willful misconduct, or active negligence of the District, its Board, members of the Board, employees, or authorized volunteers of the District. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to the District and the District's attorneys' fees incurred in such an action. Contractor's obligation to indemnify shall survive the expiration or termination of the Contract and shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District.

25. Interpretation. In interpreting this Contract, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Contract or any provision thereof.

26. Integrated Agreement. This Contract embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent, or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Contract, that induced the other party to sign this

document. No modification of this Contract shall be valid unless agreed to in writing by the Parties. This Contract may be executed in separate counterparts, the whole of which shall constitute a binding agreement. For purposes of executing the Contract, Contractor shall execute and deliver two (2) counterpart originals of the Contract to the District. The District shall execute both counterpart originals of the Contract that has been executed by Contractor and shall deliver to Contractor one (1) fully executed original of the Contract.

27. Law and Venue. This Contract shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that Riverside County, California is the proper venue for enforcement of the terms of this Contract. The prevailing party in any action to enforce this Contract or otherwise concerning the terms of the settlement of the Action shall be awarded costs and attorney's fees.

28. 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 (1) 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 the District 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 the District 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 (1) year period, commencing with the date of acceptance of such corrected Work. 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 the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. 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 the District, the District 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 the District for any expenses incurred hereunder upon demand.

In the event any act or failure to act by Contractor shall cause a warranty applicable to any products purchased by the District for installation by the Contractor to be voided or reduced, Contractor shall indemnify District from and against any cost, expense or other liability arising therefrom, and shall be responsible to the District for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

Notwithstanding anything to the contrary, this warranty shall not apply to any defects in District provided materials that are incorporated by Contractor into the Work.

29. State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors

if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Contractor Instructions: Sign and return original. Upon acceptance by Cabazon Water District, a copy will be signed by its authorized representative and promptly returned to you.

**CABAZON WATER DISTRICT**

**JAMES M. DOOLITTLE**

By: Calvin Louie

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

Title: General Manager

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Contractor's License # and Class: \_\_\_\_\_

**DRAFT**

**EXHIBIT "A"**  
**SCOPE OF WORK**

The Scope of Work shall include on-call performance of all maintenance to the District's public water distribution system which includes, but is not limited to, water transmission pipe line from 5/8" to 36" in diameter, valves, connector or couplers, below ground vaults, CAL-VAL, water meters, customer service lateral connections, water boxes and other maintenance projects as assigned by the District Manager or his or her designee.

The Contractor shall perform maintenance services to the current standards of the District and in compliance with all requirements of the California Department of Public Health, Riverside County Environmental Health and any other agency with jurisdiction.

DRAFT

**EXHIBIT "B"**  
**SAMPLE WORK ORDER FORM**  
**WORK ORDER**

[Sample Work Order Form Attached Behind This Page]

**DRAFT**



**EXHIBIT "C"**  
**SCHEDULE OF CHARGES**

When available, Contractor shall utilize equipment and material furnished by the District as a first option for all work under this Contract. Contractor shall use its own equipment and materials only where District equipment and materials are unavailable.

**[Contractor Rates Attached Behind This Page]**

**DRAFT**

**EXHIBIT "D"**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of contract award and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in the rescission of the contract award.


Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_

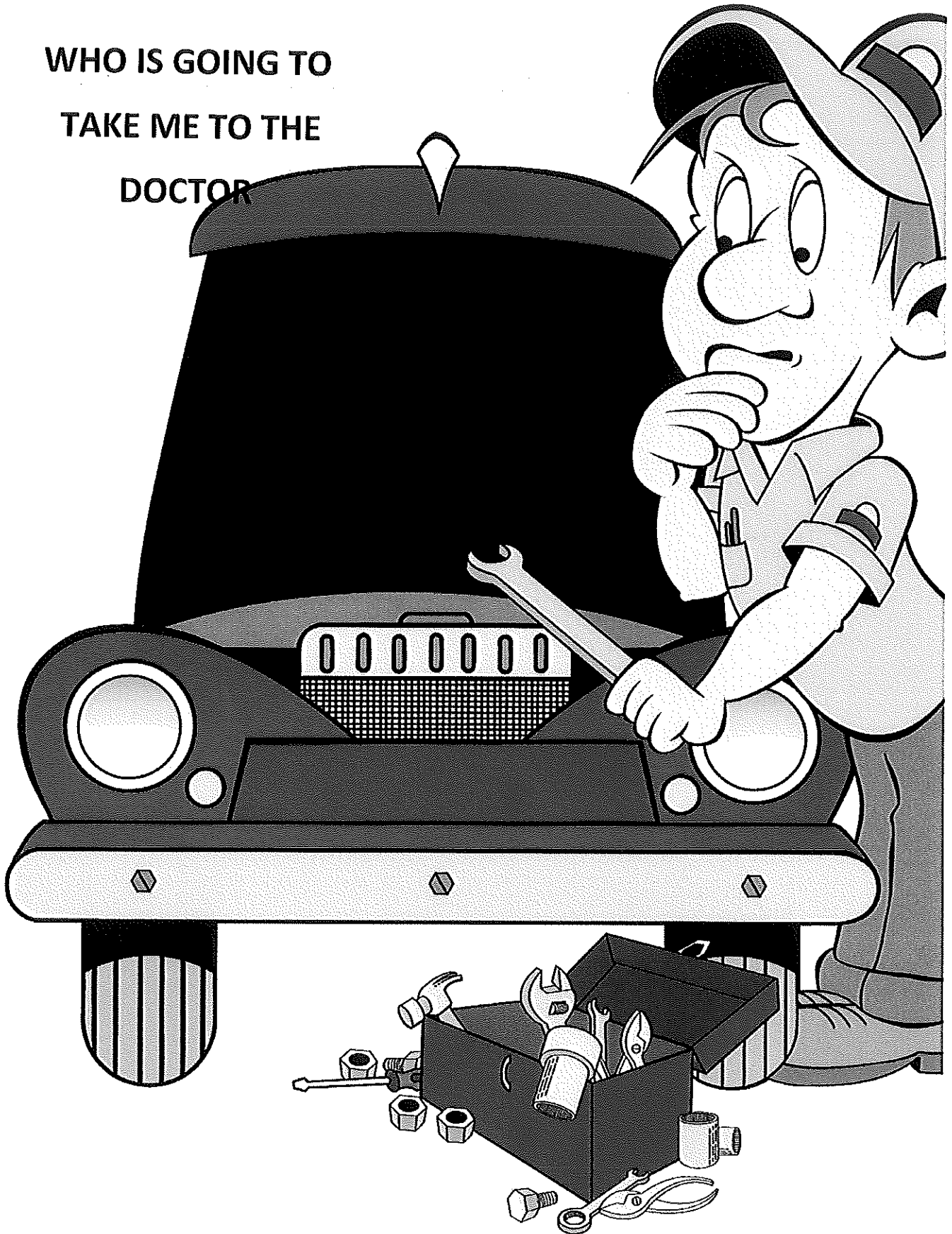
PSYCHIATRIC  
HELP 54



THE DOCTOR  
IS 

REALLY

WHO IS GOING TO  
TAKE ME TO THE  
DOCTOR



## **Governance rules outlining board/staff relationships.**

- 1. Respect the differences of specific style on the board and among staff and ensure the diverse range of views for an informed board decisions.**
- 2. Act with dignity, treat everyone with civility and respect, and understand the implications of undermining the integrity of the board or management.**
- 3. Work with the board of the governance team and assure collective responsibility for building a unity of purpose, communicating common vision in creating a positive organizational culture.**
- 4. Recognize the board/general manager/ governance relationship is supported by the management team.**
- 5. Understand the distinctions between board and staff roles, and respect the role of the board as the representative of the community.**
- 6. Understand that authority rests with the board as a whole, provide guidance to the board , provide leadership to assist in decision-making, and provide leadership based on the direction of the board as a whole**
- 7. Communicate openly with trust and integrity , including providing all members of the board with equal access to information and recognize the importance of both.**
- 8. Accept leadership responsibility and accountability for implementing the vision policies of the district.**

## CABAZON WATER DISTRICT CIVILITY POLICY

### 1. Directors Policies

It is the policy of the Cabazon Water District to maintain the highest standards of ethics from its Board members. The proper operation of the District requires decisions and policy to be made in the proper channels of governmental structure in accordance with the Brown Act and all other applicable laws, that public office not be used for personal gain, and that all individuals associated with the District remain impartial and responsible towards the public. Board members and employees of the Cabazon Water District will maintain the highest standard of personal honesty and fairness in executing their duties. This policy sets forth the minimum ethical standards to be followed by the Board of Directors.

#### Governance Objectives Regarding Board/Staff Relationships

- A. Respect the differences of specific style on the board and among staff and ensure the diverse range of views for an information board decision.
- B. Act with dignity, treat everyone with civility and respect, and understand the implications of undermining the integrity of the board or management.
- C. Work with the board of the governance team and assure collective responsibility for building a unity of purpose, communicating common vision in creating a positive organizational culture.
- D. Recognize the board/general manager/governance relationship is supported by the management team.
- E. Understand the distinctions between the board and staff roles, and respect the role of the board as the representative of the community.
- F. Understand that authority rests with the board as a whole, provide guidance to the board, provide leadership to assist in decision-making, and provide leadership based on the direction of the board as a whole.
- G. Communicate openly with trust and integrity, including providing all members of the board with equal access to information and recognize the importance of both.
- H. Accept leadership responsibility and accountability for implementing the vision policies of the district.

## 1.1 Role of the Board of Directors

- A. The District's policies, mission, goals and programs are established by a majority of the Board of Directors at public meetings. The majority of the Board establishes District policy. The Board will not direct District staff on how to implement policy but will hold management responsible if the policy of the District is not implemented.
- B. The General Manager shall recommend programs to implement District policy to the Board at public meetings. The Manager shall carry out the programs approved by the Board without modification.
- C. Individual Board members are encouraged to inquire of the General Manager as to the status of programs.
- The General Manager shall promptly provide information requested by Directors as necessary to assist in decision-making and policy direction.
  - Routine requests orally or in writing for readily available written information or documents related to Board approved programs or subject matters shall not require formal Board approval.
  - Requests that involve other than approved programs or subject matters shall be submitted to the Board by an individual Board member for formal approval.
  - Requests that involve other than the routine collection of data from more than one source, compilation of data from multiple sources, or preparation of written reports, studies, analyses or tabulation requiring more than one (1) hour of staff time shall be submitted to the Board by the individual Board member for formal Board approval.
  - All Directors' requests shall be treated uniformly and responded to in a fair and courteous manner by District Staff. In the event a disagreement arises over such informational requests, the Board shall be consulted. The Board's decision with a majority vote shall be final unless modified by law.
  - Directors requesting information shall not instruct staff as to the manner of responding to such request or the performance of their duties. Nothing herein shall be construed as limiting any Director from making a request pursuant to the California Public Records Act.
- D. An individual Board member has the privilege of inspecting all public records but no greater rights in the day-to-day operation of the District than the public. In respect to the California Public Records Act, all information requests or document requests must be submitted to the District Secretary or his or her designee. All requests for documents

made by members of the public are to be submitted to the District's Secretary or his or her designee. The General Manager or the Manager's designee will respond to such requests.

- E. Individual Board members are responsible for obtaining their own Board packages, documents, mails, and any other material relevant to their role as a Board member ("Director Materials") at the Cabazon Water District Administration facility located at 14618 Broadway Street, Cabazon, CA 92230.
- The General Manager or the Manager's designee shall notify the Board that Director Materials are available at the Administrative facility by phone or email.
  - The General Manager or Board Secretary shall endeavor to have board packages for regular board meetings ready for pick-up at the Administrative Facility no later than the Tuesday before the third Monday of each month. If the Regular board meeting date is changed, the Board package shall be ready for pick-up at the Administrative facility at least six days prior the Regular board meeting. The General Manager or District Secretary may add new items to the regular board meeting agenda up to seventy-two (72) hours prior to the meeting, provided the new agenda is properly posted. The District Secretary shall use best efforts to contact board members individually to inform them of any such changes to the regular board meeting agenda.
  - Board packages for Special board meetings shall be ready for pick-up at the Administrative facility the day before the scheduled Special meeting between 1:30 pm and 4:30 pm.
  - Individual Board members shall keep staff apprised of their current phone numbers and email address.
  - Individual Board members will be asked to sign a receipt for all Director Materials received.
- F. An individual Board member has no greater rights than the public to access secured work areas and water facilities. Many work areas and water facilities have security and safety issues.
- The Cabazon Water District's Administrative facility was designed to provide easy and secured access for district employees and the public.
  - The public portion of the facility consists of the following areas:
    - Main entrance, lobby, and a secured transaction window;
    - Community room, patio, and restrooms; and
    - WiFi connectivity upon request.



- The secured work area consists of the following:
  - Accounts Receivable (transaction window);
  - Administrative Assistant's office
  - Accountant's office
  - General Manager's office
  - Business conference office
  - Employee and District vehicle parking lot.

Board members, contractors, vendors, or the public may be invited to conduct business in the secure work area by authorized District staff for the purpose of conducting District business. It is recommended that business be conducted in the Board & Community Room of the administration facility.

Certain contractors and vendors that provide day-to-day services may be granted access by the General Manager to the administrative facility secured work area and water facilities to provide certain authorized service(s) to the District.

- G. District Staff are expected to be helpful and courteous to Board members and the public as the same demeanor is anticipated in return.
- H. Board members are not to disrupt or interfere with the day-to-day operation of the District. All inquiries by Board members are to be directed to the General Manager.
- I. The General Manager compiles a list of qualified legal firms and auditors for the Board's review. The Board hires the District's Legal Counsel and Auditor.
- J. The Board employs the General Manager.
  - The Board defines the responsibilities of the General Manager.
  - The Board monitors the progress and redirects, if necessary.
  - In the event a disagreement arises or an allegation is made by a Board member or members against the General Manager, the Board shall review the facts and evidence, and provide an opportunity to the General Manager to respond. The Board's decision with a super majority vote shall be final unless modified by law. (Refer to the General Manager's current employment contract for disciplinary action or termination.)
  - No individual Board member is the General Manager's direct supervisor.
  - The Board provides the General Manager resources needed to carry out the policies and programs of the Board.

- K. The Board adopts the District's Budget
- L. The Board establishes employee benefits programs, approves pay ranges, all rules and regulations governing employees on the job in conformance of the Memorandum of Understanding between the Cabazon Water District and Service Employee Industry Union.
- M. The Board conveys easements and real property of the District.
- N. The Board approves acquisition and/or purchase of real property.
- O. The Board approves the demand of payment register prior to release of any payment, with the exception of Customer Refunds or other required monthly, quarterly, bi-annual or annual payments as listed in the Board's memorandum titled "*Payables to be Processed and Paid not requiring Board Approval*" issued December 16, 2013, or any amendment to such policy, or the most recent memorandum revised by the Board.
- P. The Board defines the General Manager's "Discretionary Expenditure Authority" through the Board memorandum issued on December 16, 2013 or the most recent memorandum or amendment revised by the Board. The Board shall clearly define the General Manager's authority and dollar limit the General Manager is authorized to spend during the day-to-day operations without prior Board approval.

These areas include:

- Petty cash expenditures (inclusive of the General Manager and the Manager's appointees);
- Daily small purchases up to \$200.00 for supplies, tools, material, and other items required during the operations of the District;
- Office supplies;
- Emergency Repairs;
- Maintenance & Repairs; and
- Preventative Maintenance.

#### 1.2 Instruction to Staff.

- A. All general business of the District, including requests for information and instructions to District personnel are to be conducted through the General Manager or his or her designee.

### 1.3 Compliance with the Ralph M. Brown Act.

- A. The members of the Board of Directors will fully comply with the provisions of the State's open meeting law for public agencies (the Brown Act).

### 1.4 Closed Sessions.

- A. A Director is not authorized to disclose information that qualifies as confidential information under applicable provisions of the law to a person not authorized to receive it, that (1) has been received for, or during, a closed session meeting of the Board, (2) is protected from disclosure under the attorney/client or other evidentiary privilege, (3) is not required to be disclosed under the California Public Records Act, or (4) has not been established and agreed upon by the Board as a whole as appropriate and uniform response to public inquiry.
- B. This section does not prohibit any of the following: (1) making a confidential inquiry or complaint to a District Attorney or Grand Jury concerning a perceived violation of law, including disclosing facts to a District attorney or Grand Jury that are necessary to established the alleged illegality of an action taken by the District in closed session, (2) expressing an opinion concerning the propriety or legality of actions taken by the District in closed session, including disclosure of the nature and extend of the allegedly illegal action, or (3) disclosing information acquired by being present in a closed session that is not confidential information. Prior to disclosing confidential information pursuant to (1) or (2), above, however, a Board member will first bring the matter to the attention of the Board, in a lawful and appropriate manner, to provide the Board an opportunity to cure any alleged violation.
- C. A Director who willfully and knowingly discloses for pecuniary gain confidential information received by him or her in the course of his or her official duties may be guilty of a misdemeanor under Government Code section 1098.

### 1.5 Personal Opinions.

- A. On occasion, a Director may wish, as a private citizen, to express a personal opinion about District business during a meeting open to the public. In such instances, the Director must make it clear that he or she is expressing his or her personal opinion only and that the statement does not necessarily reflect the Board's position or District policy.

### 1.6 Board Agendas.

- A. The General Manager and Board Secretary shall place items on the Board Agenda as part of the District's normal business process.
- B. All general requests to add items to an agenda shall be made during the Director's Comments on matters not on the Board Agenda prior to the close of a public meeting.
  - i. Directors may propose items to add on a future Board Agenda. A minimum of two Director votes is required to have an item placed on a future Board Agenda. Alternatively, two board members may submit a signed request in writing to the General Manager at least ten (10) days in advance of a regular board meeting to have such item placed on the next regular board meeting. A request to direct Staff to perform research, draft a report, or otherwise expend a significant amount of staff time in support of a proposed Board Agenda item (i.e, more than one hour) shall require a majority vote of the Board. If there are sufficient votes to place an item on the Board Agenda, but no majority vote to direct the Staff to research and develop a staff report, the Director making the initial request to agendize an item shall submit a report and any other relevant documentation to the General Manager or Board Secretary at least eight (8) business days before the Board packages are distributed. Failure to do so will result in the removal of the item from the Board Agenda.
  - ii. The general public may request the Board to place an item on the Board Agenda. The Board may place the requested item on the Board Agenda upon a vote of at least two Directors. The person(s) making the request to place an item on the Board Agenda, if approved by the Board, shall submit any reports and relevant documents to the General Manager or Board Secretary at least eight (8) days before the Board packages are distributed. Failure to do so will result in the removal of the item from the Board Agenda.
- C. If possible, when Directors have a question regarding any items on the Consent Calendar, they should contact the General Manager prior the Regular Board meeting or attend the Finance and Audit Committee meeting generally prior to the Regular Board meeting to address any concerns.

#### 1.7 Payment for Attendance or Services (Director Fees).

- A. Refer to Board Resolution on Director Fees

#### 1.8 Conflict of Interest.

- A. Board members will not have a financial interest in a contract with the District, or be a purchaser at a sale by the District, or a vendor at a purchase made by the District, unless the Board Member's participation was authorized under Government Code section 1091. A Board Member will not participate in the discussion, deliberation or vote on a matter before the Board of Directors, or in any way attempt to use his or her official position to influence a decision of the Board, if he or she has a prohibited interest with respect to the matter, as defined in the Political Reform Act, Government Code sections 81000, and following, relating to financial conflicts of interest. Generally, a Director has a financial interest in a matter if it is reasonably foreseeable that the Board decision would have a material financial effect (as defined by the Fair Political Practices Commission's regulations) that is distinguishable from the effect on the public generally on (a) a business entity in which the Director has a direct or interest investment in the amount specified in FPPC regulations; (b) real property in which the Director has a direct or interest investment interest, with a worth in the amount specified in FPPC regulations; (c) a source of income of the Director in the amount specified in FPPC regulations, within twelve months before the Board decision; (d) a source of gifts to the Director in the amount specified in FPPC regulations, within twelve months before the Board decision; or (e) a business entity in which the Director holds a position as a director, trustee, officer, partner, manager or employee. An "indirect interest" means any investment or interest owned by the spouse, dependent child of the Director, by an agent on behalf of the Director, or by a business entity or trust in which the Director, or the Director's spouse, dependent child or agent, owns directly, indirectly or beneficially a ten percent interest or greater. Directors will not accept gifts or honoraria that exceed the limitations specified in the Fair Political Practice Act or FPPC regulations. Board members will report all gifts, honoraria, campaign contributions, income and financial information as required under the District's Conflict of Interest Code and the provisions of the Fair Political Practice Act or FPPC Regulations.
- B. If a member of the Board believes that he or she may be disqualified from participating in the discussion, deliberation or vote on a particular matter due to a conflict of interest, the following procedure will be followed: (a) if the Director becomes aware of the potential conflict of interest before the Board meeting at which the matter will be discussed or acted on, the Director will notify the District's General Manager of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest; (b) if it is not possible for the Director to discuss the potential conflict with the General Manager before the meeting, or if the Director does not become aware of the potential conflict until during the meeting, the Director will immediately disclose the potential conflict during the Board meeting, so there can be a determination whether it is disqualifying conflict of interest; and (c) upon a determination that there is a

disqualifying conflict of interest, the Director (1) will not participate in the discussion, deliberation or vote on the matter for which the conflict of interest exist, which will be so noted in the Board minutes, and (2) leave the room until after the discussion, vote, and any other disposition of the matter is concluded.

- C. A Board Member will not recommend the employment of a relative by the District. In addition, a Board Member will not recommend the employment of relative to any person known by the Board Member to be bidding for or negotiating a contract with the District.
- D. No Director shall willingly and knowingly accept a gift that may cause the impression of conflict of interest, or otherwise violate the disqualification provision of the Political Reform Act of 1974. A Board Member who knowingly ask for, accepts or agrees to receive a gift, reward or promise thereof for doing an official act, except as may be authorized by law, may be guilty of a misdemeanor under Penal Code section 70.

#### 1.9 Employee Relations and Discipline.

- A. All District personnel matters, including employee discipline, have been specifically designated the responsibility of the General Manager by the Board of Directors.
- B. Board Members shall not in the performance of their official functions, discriminate against or harass any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual preference, medical conditions or disability. A Board Member will not grant any special consideration, treatment or advantage to any person or group beyond that which is available to every other person or group in similar circumstances.
- C. Individual members of the Board of Directors shall not supervise, discipline or attempt to direct District personnel other than through the General Manager or his or her designee, with majority vote or as per any applicable contract of such employee, of the Board of Directors.
- D. Interference with District employee relations or efforts to discipline public employees of the District by individual members of the Board of Directors, without majority vote of the Board of Directors, shall be grounds for public censure and such other administrative and legal penalties as the Board of Directors may deem appropriate or as prescribed by law.

#### 1.10 District Property.

- A. Board Members will not use or permit the use of District-owned vehicles, equipment, telephones, materials or property for personal convenience or profit. A Board member will not ask or require a District employee to perform services for the personal convenience or profit of a Board Member, or employee, during the employee's regular working hours. Each Board Member must protect and properly use any District asset within his or her control, including information recorded on paper or in electronic form. Board Members will safeguard District property, equipment, moneys and assets against unauthorized use of removal, as well from loss due to criminal act or breach of trust.

#### 1.11 News Releases.

- A. All news releases related to, or regarding, an action of the Board of Directors, shall indicate or state the actual "vote" of the Board of Directors. Except in cases of emergency, all news releases must be approved by a majority vote and only the General Manager shall issue District authorized news releases to the media. The General Manager may delegate approved news releases to be written and disseminated by the District's public relations contractor.

#### 1.12 Solicitation of Political Contributions.

- A. Board Members are prohibited from soliciting political funds or contributions at District facilities or from District employees. A Board Member will not accept, solicit or direct a political contribution from District vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the District. A Director will not use the District's seal, trademark, stationery or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contribution contrary to state or federal law.

#### 1.12 Candidate's Statement.

- A. Board Members will not include false or misleading information in a Candidate's Statement for a general District election filed pursuant to section 13307 of the Election Code.
- B. Payment of the cost of a Candidate's Statement shall be borne by the candidate. The Board shall confirm this by minute order along with the adoption of the Notice of General District Election, pursuant to request by the Riverside Registrar of Voters on an annual basis.

#### 1.13 Incompatible Offices.

- A. Any Board Member appointed or elected to a public office or another public entity, the duties of which may require action contradictory or inconsistent with the Board action, will resign from the former Board.

#### 1.14 Reporting of Improper Activities; Protection of "Whistle Blowers."

- A. The Board has a duty to ensure the General Manager is operating the District according to law and policies approved by the Board. Board Members are encouraged to fulfill their obligation to the public and the District by disclosing to the General Manager to the extent not expressly prohibited by law, improper activities within their knowledge. Board Members will not interfere with the General Manager's responsibilities in identifying, investigating and correcting improper activities, unless the Board determines that the General Manager is not properly carrying out these responsibilities by a majority vote or by any more restrictive vote set forth in the General Manager's employment agreement. Nothing in this section affects the responsibility of the Board to oversee the performance of the General Manager.
- B. A Board Member will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such as person from acting in good faith to report or otherwise bring to the attention of the General Manager or the Board any information that, if true, would constitute: a work related violation by a Board Member or District employee of any law or regulation, gross waste of District funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a District official or employee, use of a District office or position or of District resources for personal gain, or a conflict of interest of a District Board Member or District employee.
- C. A Board Member will not use or threaten to use any official authority or influence to effect and action as a special reprisal against District Board Members or District employees who report or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section.

#### 1.15 Violation of Policy.

- A. A perceived violation of this policy by a Board Member should be referred to the Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of remedies as are available by law to the District, including but not limited to: (a) adoption of a resolution expressing



disapproval of the conduct of the Board member who has violated this policy, (b) injunctive relief, or (c) referral of the violation to the District Attorney and/or the Grand Jury.