



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, April 12, 2022 at 6:00PM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

- ❖ Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.
- ❖ Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.

1. Call to Order:

2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.

3. Certification: Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

4. Old Business:

- a. **Park Pathway Project.** Continued discussion from the last board meeting. A revised proposal submitted by the KYA Group for the resurfacing of the pathway at the park. The quote of \$60,398.47 includes all the materials and labor and bonding fee.

Recommended action: to approve quote from the KYA Group for \$60,398.47.

Motion by: _____; **Second by:** _____

5. New Business:

- a. **Resolution 04-12-2022.** A resolution rescinding the award of contract approved under Resolution No. 02-22-2022A and accepting bid and awarding contract for the fire hydrant replacement project, CDBG No. 19451.

Recommended action: to adopt the attached resolution rescinding the original contract award to Brough and awarding a contract for the Fire Hydrant Replacement Project to West Valley Construction Company, Inc. in the amount of \$262,950.00 and authorizing the Board President to sign the Agreement on behalf of the district.

Motion by: _____; **Second by:** _____

- b. **Resolution 04-12-2022A.** Authorizing Sitelogiq and General Manager to complete and submit all necessary documents and application for the CEC ECAA Loan Program and finding the activity funded by such loan to be exempt from the California Environmental Quality Act.

Recommended action: to approve resolution 04-12-2022A as presented or amended.

Motion by: _____; **Second by:** _____

- c. **North Wall/Roof Repair Project.** Quote submitted from Advanced Roofing and Raingutters for \$5,640.00 for the repair of the wall and roof on the north side of the community center. This quote is for the supplies, material and labor and includes a warrantee of 5 years for workmanship and materials.

Recommended action: to approve quote from Advanced Roofing and Raingutters for \$5,640.00.

Motion by: _____; **Second by:** _____

- d. **Flooring and Wall Base Project.** A quote was submitted by the KYA Group for the installation of new flooring and wall base at the recreation center. The quote for \$101,114.94 includes all materials and labor for the installation of the new flooring, wall bases and re-painting of game lines on volleyball and basketball court of the main room and bonding fee.

Recommended action: to approve quote form KYA Group for \$101,114.94.

Motion by: _____; **Second by:** _____

- e. **Parking Lot Project.** A quote was submitted by the KYA Group for the renovation of the parking lot at the park. The quote for \$157,997.38 includes all materials and labor and bonding fee.

Recommended action: to approve quote from KYA Group for \$157,997.38.

Motion by: _____; **Second by:** _____

- f. **Picnic Shelter Re-Roof.** Advanced Roofing & Raingutters submitted a three quotes for the picninc shelter re-roofing at the park. Each quote differs in materials. The first quote is for \$21,740.00 using Borga Villa Concrete tile roofing. The second quote is for \$18,920.00 using GAF Timberline reflector roofing. The third quote is for \$23,780.00 using Borga corrugated metal roofing.

Recommended action: to select the best option to repair the picnic shelter.

Motion by: _____; **Second by:** _____

- g. **Teen Room Project.** Advanced Roofing and Raingutters submitted a quote for the roof repairs to the teen room at the community center. The quote is for \$12,840.00 for polyglass torch down roofing.

Recommended action: to approve quote from Advanced Roofing and Raingutters for \$12,840.00.

Motion by: _____; **Second by:** _____

6. Sherriff Report: Presented by CSO, Elaine Montoya.

7. Recreation Reports:

8. Incorporation Reports:

- a. Draft Infrastructure Master Plan letter is ready to be mailed. For review and comment.

9. Annexations and Developments:

- a. Grants, Annexations, Developments Tracker.
- b. Will serve letters.

10. Engineer Reports:

- a. District Engineer Report.
- b. CDBG Engineer Report:

11. General Manager's Report:

- a. Fowler HS Scholarship recipients: Oliden Natalie Hernandez de la O, Morelia Ortiz, Sadia Tovar.
- b. MCWD well and storage tank project funding agreement.

12. President's Report:

13. Vice President's Report:

14. Director's Reports:

15. Legal Counsel Report:

16. Communications:

- a. Written Communications:
 - 1. Letter of support for Rio Bravo contract extension.
- b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three **(3)** minutes or less per individual/group per item per meeting, with a fifteen **(15)** minutes maximum.*

17. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of March 24, 2022.
- b. Financial Statements and Accounts Payable reports.

Recommended action: To approve the Consent Agenda as presented or amended.

Motion by: _____; **Second by:** _____

18. Closed Session:

- a. Potential Litigation. Government code section 54956.9(d)(2).

19. Adjournment:

Motion by: _____, **Second by:** _____

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of April 12, 2022 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 04/08/2022.

Norma Melendez

Norma Melendez, District Clerk



ITEM 4.a.

PREPARED FOR

Moises Ortiz

Malaga Community Center

moisesortiz0905@gmail.com

04/04/2022

Malaga CC - Path Around Entire
Property / Resurface with Concrete

Proposal Number 1-4-23326

Contact

Lori Aubin

1800 E. McFadden Ave.

Santa Ana, CA

(559) 474-1081

Lori.Aubin@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379



Proposal: 1-4-23326

To: Malaga Community Center
3582 S Winery Avenue
Fresno
California
93725

Date: April 4, 2022

Terms: Net 30

c/o: Malaga Community Center

RA: Lori Aubin

RA Phone: (559) 474-1081

RA Email: Lori.Aubin@theKYAgroup.com

Site: Malaga Community Center

Address: 3582 S Winery Avenue
93725

Site Qualifications and General Scope of Work

DIR # 1000003379

*Proposal Valid for 30 Days

Scope of Work:

- Remove and dispose of existing rubber track
- Form and pour 4" of 2500psi concrete on walkway measuring 4 x 1,278
- Form and pour 6" of 3500psi concrete on 30LFT x 4' wide
- #4 rebar will be installed prior to pouring 18" on center

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote. Unless otherwise stated, delivery times are 10-12 weeks upon receipt of approved PO.

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23326



SCOPE OF WORK - PRICING

Malaga CC - Path Around Entire Property / Resurface with Concrete	Quantity	U/M	Price	Value
<u>Provide all Materials and Labor for Resurfacing of Pathway Around Property at Malaga CC</u>	1.00	EA	\$59,582.19	\$59,582.19
<u>Bonding Fee</u>	1.00	EA	\$816.28	\$816.28
Total Price				\$60,398.47

Initials _____



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials _____



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature:

Lori Aubin

By: (Print)

By: (Print)

Lori Aubin

Title:

Title:

Regional Advisor

Date:

Date:

April 04, 2022

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23326



MEMORANDUM

item 5.a.

To: Malaga County Water District Board of Directors
From: Joshua D. Rogers, District CDBG Engineer
Date: April 12, 2022

Subject: Rescind Original Award and Approve New Award of Contract for the Fire Hydrant Replacement Project - CDBG Project No. 19451

BACKGROUND

The District received a Community Development Block Grant (CDBG) for Fiscal Year 19-20 in the amount of \$250,000 for the Fire Hydrant Replacement Project. Included in the grant funding are costs for design engineering and construction engineering in the amount of \$52,000.

The project proposed the replacement of 45 fire hydrants within the District. Of these, 26 replacements were specified to be included in the base bid for the project, focusing on hydrants which are missing, damaged, or outdated and located within the District's residential area. The remaining 19 fire hydrants were included in an Additive Alternate Bid. Award of this alternate bid is at the sole discretion of the Board.

The project was advertised in the Business Journal on December 15 and 22, 2021, as well as circulated to local builders' exchanges and contractors who specialize in underground utility construction. The project bids were opened on January 6, 2022 and the following bids were received:

	Bidder	Base Bid	Add Alt 1	Total
1)	Brough Construction, Inc.	\$ 258,916.00	\$ 186,463.00	\$ 445,379.00
2)	West Valley Construction Company, Inc.	\$ 262,950.00	\$ 187,154.00	\$ 450,104.00
3)	Sutton Enterprises	\$ 290,428.00	\$ 231,388.00	\$ 521,816.00
4)	RTC Construction Management	\$ 313,273.00	\$ 210,728.00	\$ 524,001.00
5)	Floyd Johnston Construction Co.	\$ 343,536.00	\$ 256,377.00	\$ 599,913.00
6)	Bill Nelson General Engineering Construction	\$ 377,443.00	\$ 266,232.00	\$ 643,675.00

Engineer's Estimate	\$ 193,924.00	\$ 135,908.00	\$ 329,832.00
---------------------	---------------	---------------	---------------

DISCUSSION

The bid documents specified that the low bidder would be determined on the basis of the base bid without consideration for the additive alternate. As such, Brough Construction ("Brough") was determined to be the apparent low bidder. Staff presented a recommendation for award of the contract to Brough at the regularly scheduled Board meeting on February 22, 2022, and this recommendation was approved by the Board under Resolution No. 02-22-2022A.

The project contract documents specify that the award of contract would be made to the low responsive and responsible bidder within 45 days of bid opening and, if the low bidder failed or refused to execute the contract, the award would be made to the second low bidder within 60 days. When Brough was notified of the Board's award of contract to them, they indicated that they would not be able to sign the contract unless a change order was approved to cover costs of material price increases in the time since their original bid

submission, estimated at approximately \$25,000. They indicated that this was within their rights due to the language in the contract documents that stated that an award would be made within 45 days of bid opening. Following the authorization to award issued by Fresno County, the Board meeting on the contract fell on the 47th day after bid opening.

When Staff learned that Brough was not willing to sign the contract as originally bid, contact was made with West Valley Construction Company, Inc. ("West Valley"), the second low bidder whose bid was only \$4,034 more than Brough's, and they were asked if they could honor their original bid. They stated that they could keep their bid price, but only through April 14, 2022, as material costs continue to be fluid. Staff informed Brough, Fresno County, and West Valley that it intended to recommend to the Board that the prior award to Brough be rescinded, and that a new contract be awarded by West Valley. Fresno County re-reviewed the bid documents and on March 30, 2022, provided authorization to award the contract to West Valley.

Based on the total bid costs and available budget, Staff recommends the new award to West Valley for the base bid scope of work only, just as was recommended for the original contract award to Brough. Staff will continue to seek funding to complete the replacement of the additional fire hydrants over time and as resources allow. Work is anticipated to start in approximately 1 month and construction time will be about 3 months.

The total budget for the project is \$356,000, which includes \$32,000 in contingencies during construction. The CDBG grant is for \$250,000, leaving the District portion at \$106,000.

RECOMMENDATION

Staff recommends that the District adopt the attached resolution rescinding the original contract award to Brough and awarding a contract for the Fire Hydrant Replacement Project to West Valley Construction Company, Inc. in the amount of \$262,950.00 and authorizing the Board President to sign the Agreement on behalf of the District.

ITEM 5.a.

RESOLUTION NO. 04-12-2022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT RESCINDING THE AWARD OF CONTRACT APPROVED UNDER RESOLUTION NO. 02-22- 2022A AND ACCEPTING BID AND AWARDED CONTRACT FOR THE FIRE HYDRANT REPLACEMENT PROJECT, CDBG NO. 19451

WHEREAS, the Invitation to Bid for the Fire Hydrant Replacement Project was advertised in the Business Journal on December 15 and 22, 2021; and

WHEREAS, the project will consist of the replacement of twenty-six (26) fire hydrants along with associated underground and surface improvements in the Community of Malaga; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Malaga County Water District ("District") Office on January 6, 2022 at 11 am:

	Bidder	Base Bid	Add Alt 1	Total
1)	Brough Construction, Inc.	\$ 258,916.00	\$ 186,463.00	\$ 445,379.00
2)	West Valley Construction Company, Inc.	\$ 262,950.00	\$ 187,154.00	\$ 450,104.00
3)	Sutton Enterprises	\$ 290,428.00	\$ 231,388.00	\$ 521,816.00
4)	RTC Construction Management	\$ 313,273.00	\$ 210,728.00	\$ 524,001.00
5)	Floyd Johnston Construction Co.	\$ 343,536.00	\$ 256,377.00	\$ 599,913.00
6)	Bill Nelson General Engineering Construction	\$ 377,443.00	\$ 266,232.00	\$ 643,675.00

; and

WHEREAS, the CDBG Engineer's estimates for the project were \$193,924.00, \$135,908.00 and \$329,832.00 for the Base Bid, Add Alt 1 and Total Bid, respectively; and

WHEREAS, at its regularly scheduled meeting of February 22, 2022, the District awarded a contract for the work to Brough Construction in the amount of \$258,916.00 under Resolution No. 02-22-2022A; and

WHEREAS, when Brough Construction, Inc. was notified of the award of the contract by the District, they indicated that they could not execute the contract for the price bid and would require a change order to cover costs of material price increases since their original bid submission; and

WHEREAS, within the authority of the bidding documents, and upon failure of the low bidder to execute a contract, the Board may award to the second bidder; and

WHEREAS, the second bidder, West Valley Construction Company, Inc. ("West Valley"), has indicated that they will not require any change to the original bid price for the project provided that an award is made by April 14, 2022; and

WHEREAS, Staff and Fresno County have reviewed the contract documents and bid documents of West Valley and recommend that said award be made to West Valley.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Malaga County Water District, California, as follows:

1. The above recitals are true and correct and are adopted as the findings of the Board of Directors.
2. Upon the recommendation of the CDBG Engineer that the contract awarded for the Fire Hydrant Replacement Project to Brough Construction, Inc. by Resolution No. 02-22-2022A on February 22, 2022, in the amount of Two hundred fifty-eight thousand nine hundred sixteen Dollars and no Cents (\$258,916.00) be rescinded.
3. Upon the recommendation of the CDBG Engineer that the Fire Hydrant Replacement Project be awarded to: West Valley Construction Company, Inc. in the amount of Two hundred sixty-two thousand nine hundred fifty Dollars and no Cents (\$262,950.00).
4. The General Manager is hereby authorized to sign the Construction Agreement (Exhibit A to this Resolution) on behalf of the District.

This resolution was adopted at a Regular Meeting of the Board of Directors of the Malaga County Water District held on April 12, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Charles E. Garabedian, Jr., Board President

ATTEST:

Moises Ortiz, Secretary to the Board of
Directors of the Malaga County Water District

Exhibit A
Construction Agreement

AGREEMENT

THIS AGREEMENT, made at Fresno, in Fresno County, California, by and between West Valley Construction Company, Inc., hereinafter called the Contractor, and the Malaga County Water District, hereinafter called the Owner.

The Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, teamsters, draymen and laborers required for construction of

FIRE HYDRANT REPLACEMENT PROJECT CDBG PROJECT NO. 19451

All work shall be completed in strict compliance with the Plans, Drawings and Specifications therefore prepared for the Owner by Yamabe & Horn Engineering, Inc.

ARTICLE II. The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale (Prevailing Wages), the Standard Specifications, the Special Provisions, the Plans and Drawings, the Addenda and thereto, and the Proposal hereto attached, together with this agreement, form the Contract, and they are as fully a part of the Contract as if herein repeated. In the event of a conflict between this agreement and any portion of the standard specifications or special provisions, to the extent of such conflict, this Agreement shall be controlling.

ARTICLE III. The Owner agrees to pay the Contractor for the performance of the Contract the sum of Two hundred sixty-two thousand nine hundred fifty Dollars and no Cents (\$262,950.00).

It being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal; and upon completion of the project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

ARTICLE IV. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should repeatedly violate any of the provisions of the contract, or if he or any of his subcontractors should repeatedly disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer that grounds for termination exist, serve written notice upon the Contractor and his surety of its intention to terminate the contract. Such notice shall contain the reasons for such intention to terminate the contract, and unless within five (5) days after the serving of notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate. The period for service of written notice begins upon deposit of the notice by prepaid postage into the United States mail, or by better means of service.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans, and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expenses of finishing the work,

including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE V. The County of Fresno, The Malaga County Water District, HUD and Yamabe & Horn Engineering, Inc., must be 'held harmless' and covered as an additional insured.

With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the COUNTY OF FRESNO, THE MALAGA COUNTY WATER DISTRICT, THE UNITED STATES OF AMERICA, HUD, YAMABE & HORN ENGINEERING, INC., and all other participating public agencies, whether, or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the County, the Malaga County Water District, the United States of America, the Engineer and said other participating agencies, against any and all claims, demands, causes of action, damages (including damage to the Owner's property or property of the participating agencies), costs or liabilities (including costs, or liabilities of the Owner or the participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, his subcontractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Owner, the participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the Owner, the participating agencies, their officers and employees in any such suit, action or other legal proceedings.

To the maximum extent permitted by Civil Code Section 2782 et seq., Owner shall not be liable for, and Contractor shall defend and indemnify the Owner and its officers, agents, engineers, architects, consultants, employees and volunteers, the County of Fresno, HUD, all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which work is to be performed, and all officers and employees of the County, the Owner, the United States, and said other participating agencies (collectively "Owner Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, causes of action, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges, costs or liabilities of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims"), which arise directly or proximately out of, or are in any way connected to, the work covered by this Agreement arising directly from any act, error, omission, negligence, or concurrent negligence of Contractor or its officers, employees, agents, contractors, sub-contractors, licensees or servants. However, Contractor shall have no obligation to defend or indemnify Owner Parties against Claims caused by the active negligence, sole negligence or willful misconduct of Owner Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire terms of this agreement, the following-described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, the District, its officers, agents, and employees of each of them:

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this product / 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. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The County of Fresno, Owner, HUD, and all other participating public agencies, its officers, officials, employees, agents and volunteers are to be covered as insureds evidenced by Insurance Services Office endorsements CG 20 10 and CG 20 37 as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officials, employees, agents or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

VERIFICATION OF COVERAGE

Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

An Additional Insured Endorsement to the Contractor's Liability Insurance policy naming the District, the County of Fresno, the United States, HUD, the Engineer, the above said agencies and all other participating public agencies (if applicable) and all officers and employees of the above, shall be furnished in triplicate.

SUBCONTRACTOR

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Contractors Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain "x", "c" or "u" exclusions.

Certificates of such insurance shall be filed with the Owner concurrently with the execution of this agreement or, with Owner's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the Owner.

ARTICLE VI. Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) days written notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent of self-insured should be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractor shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. The improvement contemplated in the performance of this contract is a U.S. Department of Housing and Urban Development, Community Development Block Grant improvement over which the County of Fresno shall exercise general supervision. The County of Fresno therefore, shall have the right

to assume full and direct control over this contract whenever the County of Fresno at its sole discretion shall determine that its responsibility to the United States so requires.

ARTICLE IX. Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which the completed project is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified right to make any needed replacement or repairs after a written notice to cure has been served upon the Contractor and a reasonable time to cure has expired. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

ARTICLE X. In the event of litigation concerning this agreement the prevailing party shall be awarded reasonable attorney fees and costs of suit, in addition to appropriate compensatory damages or other relief ordered for the benefit of the prevailing party.

IN WITNESS WHEREOF, they have executed this Agreement this _____ day of _____, 2022.

MALAGA COUNTY WATER DISTRICT

(Owner)

WEST VALLEY CONSTRUCTION
COMPANY, INC.

(Contractor)

By: _____
Moises Ortiz, General Manager

By: _____

Title: _____

Approved as to form:

(Federal Taxpayer I.D. No.)

Michael Slater, Attorney for District

RESOLUTION NO. 04-12-2022A

**RESOLUTION OF THE BOARD OF THE MALAGA COUNTY WATER DISTRICT
AUTHORIZING SITELOGIQ AND GENERAL MANAGER TO COMPLETE AND
SUBMIT ALL NECESSARY DOCUMENTS AND APPLICATION FOR THE CEC
ECAA LOAN PROGRAM AND FINDING THE ACTIVITY FUNDED BY SUCH LOAN
TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, the California Energy Commission provides loans to schools, hospitals, local governments, special districts, and public care institutions to finance energy efficiency improvements;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Malaga County Water District authorizes SitelogIQ to apply for an energy efficiency loan from the California Energy Commission to implement energy efficiency measures.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), Malaga County Water District finds that the activity funded by the loan is a project that is categorically exempt under 15301, 15304, 15311 and 15329 because the solar site proposed is part of an existing facility and/ or minor alterations to land.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the Board of Directors of the Malaga County Water District authorizes the General Manager to accept a loan up to \$3,000,000.00.

BE IT ALSO RESOLVED, that the amount of the loan will be paid in full, plus interest, under the terms and conditions of the Loan Agreement, Promissory Note and Tax Certificate of the California Energy Commission.

BE IT FURTHER RESOLVED, that General Manager, Moises Ortiz is hereby authorized and empowered to execute in the name of the Malaga County Water District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

* * * * *

This resolution was adopted at a Regular Meeting of the Board of Directors of the Malaga County Water District held on April 12, 2022.

Governing Board Representatives:

Charles E. Garabedian, Jr.

Salvador Cerrillo, Jr.

Irma Castanada

Frank A. Cerrillo, Jr.

Carlos Tovar, Jr.



Advanced Roofing & Rain Gutters
559-441-7800

4131 E Therese Ave.
Fresno, California
93725
United States

item 5.c.

Prepared For

Moises Ortiz
Malaga County Water District
3580 S. Frank St
Fresno, California
93725
United States

Proposal Date

04/01/2022

Proposal Number

0000410

Warranty

Supplies, material, and labor will be provided as listed below. All work shall meet industry standards. All workmanship and material is warranted for 5 years.

Scope of Work

Malaga Center North Wall / Roof Repair

- Fasten any overhang sheet metal or corrugated panels together with sheet metal screws
- Add PBR style foam closure inserts to all corrugated overhang openings along complete North wall
- Seal transition area with Polyurethane sealant
- Fabricate and install a 2" x 8" L style with return flashing under eave detail of existing corrugated metal roof to guide water into existing rain gutter system
- Inspect/Clean complete roof on building of all debris
- Apply 15 gallons of Apoc Elastomeric coating on penetrations, exposed polyurethane, and areas of concern to seal any possible areas of roof failure on complete building

Pricing

Description	Rate	Qty	Line Total
North wall Roof repair 5 year labor and material warranty	\$5,640.00	1	\$5,640.00

Subtotal 5,640.00

Proposal Total (USD)

\$5,640.00

Notice

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 ET Seg.) any Contractor, Subcontractor, Laborer, Supplier or other person who helps to improve your property but is not paid for his work or supplies Has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a County officer and the proceeds of sales used to satisfy the indebtedness. This can happen even if you have paid your own Contractor in full, if the Subcontractor, Laborer, or Supplier remains unpaid. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors State License Board. P. O. Box 26000, Sacramento, CA 95827 or 9835 Goethe, Sacramento, CA 95827.

Exclusions

- Electrical and plumbing
- Attic insulation

Notes

- Proposal is valid for 15 days from the above date.
- Any plan modifications are subject to an additional charge.
- Material deposit of 50% required prior to project commencement.
- Final payment is due upon completion.
- There will be a 3% convenience fee for any credit card transactions
- Any surplus of material is property of Advanced Roofing & Rain gutters.
- Any shortage of material is the responsibility of Advanced Roofing & Rain gutters.
- Payment is due upon project completion.

Terms

A) Payment: Payment terms are at the sole discretion of Advanced Roofing & Rain gutters. Advanced Roofing & Rain gutters reserves the right to require a partial payment prior to ordering materials for the proposed project. All billed invoices are to be paid upon project completion unless otherwise written and signed by both associating parties. Advanced Roofing & Rain gutters reserves the right to pre-lien all projects we deem appropriate to protect our rights for payment.

B) Returns/ Cancellations: Custom fabricated items are not returnable. Standard manufactured items may be returned for restocking. All unused items must be in new and unused condition. All returned items are subject to a 30 % restocking fee. Custom fabricated items may only be cancelled prior to fabrication and are subject to a cancellation fee for any incurred costs associated with the fabrication of the item.

C) Warranty: Advanced Roofing & Rain gutters warrants all workmanship related to the installed product(s). Any defects in workmanship must be addressed immediately for appropriate repairs to be made and to avoid possible injuries. Any defects in materials must be addressed immediately and will be handled by the

manufacturer. Each product has its own individual warranty. In order for the warranty to be honored, all items must remain unaltered in any way. We follow precise manufacturer installation instructions to meet warranty guidelines. A certificate of warranty will be issued upon completion of project. Warranty is not provided for pre-existing materials should they fail. Including and not limited to skylights, chimneys, AC units or swamp coolers. If these fail and the findings determine it was a pre-existing matter Advanced Roofing and Raingutters is not liable and shall not be held as such.

D) Delays: We will make every effort to complete each project in a timely manner. However; conditions beyond reasonable control of either party shall not be the liability of either party. Termination of this project prior to completion can only be done with the agreement of both parties including responsibility of any costs already incurred.

E) Limitation of Liability: Under no circumstances is Advanced Roofing & Raingutters responsible for any tampered installation or repairs done by a secondary company. We are licensed and bonded and are only responsible for our employees. We are not liable for any injuries, incidents, or consequential damages caused by the workmanship of anyone not employed by Advanced Roofing & Raingutters.

F) Claims: Any suits arising from the performance or non- performance of this agreement whether based upon contract, negligence, or strict liability or otherwise shall be brought within 1 year of which the claim arose.

G) Supersede, Assignment, Modifications: This agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous and contemporaneous, oral or written statements. Customer may assign this agreement only with Advanced Roofing & Raingutters prior written consent. No modifications shall be binding unless in writing and signed by both parties.

Authorized Client Signature: _____

Date: _____

Project Manager Signature: _____

Date: _____



item 5.d.

PREPARED FOR

Moises Ortiz

Malaga Community Center

mortiz@malagacwd.org

04/04/2022

Malaga Community Center -- Main
Building / Supply & Install New
Flooring + Wall base Option 2

Proposal Number 1-4-23416

Contact

Lori Aubin

1800 E. McFadden Ave.

Santa Ana, CA

(559) 474-1081

Lori.Aubin@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379



Proposal: 1-4-23416

To: Malaga Community Center
3582 S Winery Avenue
Fresno
California
93725

Date: April 4, 2022
Terms: Net 30

c/o: Malaga Community Center
RA: Lori Aubin

RA Phone: (559) 474-1081

RA Email: Lori.Aubin@theKYAgroup.com

Site: Malaga Community Center

Address: 3582 S Winery Avenue
93725

Site Qualifications and General Scope of Work

DIR # 1000003379

*Proposal Valid for 30 Days

Scope of Work:

Main Sports Room and Side Room

- Prep floor for new flooring material.
- Supply and install new HVT and wall base.
- Provide new thresholds and transition strips as needed.
- Paint sports court lines on HVT

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote. Unless otherwise stated, delivery times are 10-12 weeks upon receipt of approved PO.

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23416



SCOPE OF WORK - PRICING

Malaga Community Center -- Main Building / Supply & Install New Flooring + Wall base Option 2	Quantity	U/M	Price	Value
<u>Provide All Materials and Labor for the Installation of New Flooring, Wall Base and Re-painting of Games Lines on Volleyball and Basketball Court in the Main Building of the Malaga CC</u>	1.00	EA	\$99,748.39	\$99,748.39
<u>Bonding Fee</u>	1.00	EA	\$1,366.55	\$1,366.55
Total Price				\$101,114.94

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23416



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials _____



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature:

Lori Aubin

By: (Print)

By: (Print)

Lori Aubin

Title:

Title:

Regional Advisor

Date:

Date:

April 04, 2022

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23416



321 | Almond



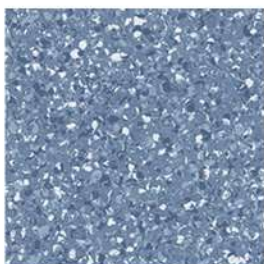
322 | Desert



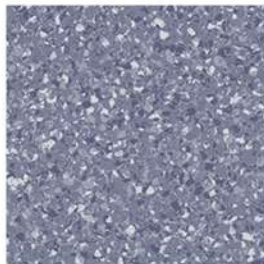
323 | Slate



324 | Stone



325 | Deep Sea



326 | Denim



327 | Fire



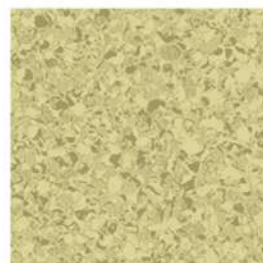
328 | Onyx



330 | Sand



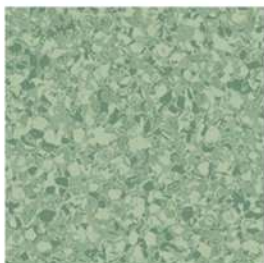
331 | Sahara



332 | Moss



333 | Tide



334 | Pine



335 | Granite



336 | Pebble



337 | Boulder



339 | Ember

The printed images may not be an accurate reproduction of the products' actual colorways. We strive to offer an authentic representation, but images may vary according to press run and digital displays. These images are intended as a guide only. If you would like a sample of this product, please call us at 714.716.1667 or contact samples@catalinaproducts.international.



SPECIFICATIONS

Overall Thickness:	2.5mm
Wear Layer Thickness:	20mil
Edge Treatment:	Straight Edge
Texture:	Ceramic Textured Finish
Warranty:	10 Year Heavy Commercial Warranty
Adhesive:	CPI Alliance™ and CPI Victory™ are the approved adhesives.
Maintenance:	Neutral Cleaner Only. No applied finishes, strippers or sealants.
Moisture Rating:	Up to 100% Rh when installed with proper adhesive.

SIZES

18" x 18" (45.72cm x 45.72cm)

Tiles Per Carton	16
Sq Ft Per Carton	36
Pallet Size	48" x 40"
Cartons Per Pallet	44
Sq Ft Per Pallet	1584

INSTALLATION



Quarter Turn

Brick

Monolithic

TESTING

Test Item	Test Method	Results
Static Load Limit	ASTM F970	2,000psi
Squareness	ASTM F2055	Passes
Flexibility	ASTM F137	Passes
Dimensional Stability	ASTM F2199	Passes
Chemical Resistance	ASTM F925	Passes
Resistance to Light	ASTM F1515	Passes
Resistance to Heat	ASTM 1514	Passes
Fire Resistance	ASTM E648	Passes
Smoke Density	ASTM E662	Passes
Dynamic Coefficient of Friction	ANSI A326.3	0.43

MANUFACTURING

ISO 9001 Quality Management System
 ISO 14001 Environmental Management System
 OHSAS 18001 Occupational Health and Safety
 Management System

AIR QUALITY

Low VOC
 Floor Score
 Certification



GENERAL INFORMATION

For Pricing, Samples, Warranties, and Installation Guides, please contact us at contact@catalinaproducts.international or call 714-716-1677.



PREPARED FOR

Moises Ortiz
Malaga Community Center

moisesortiz0905@gmail.com

item 5.e.

04/01/2022

Malaga Community Ctr -- Parking
Lot Renovation

Proposal Number 1-4-23315

Contact

Lori Aubin
1800 E. McFadden Ave.
Santa Ana, CA
(559) 474-1081
Lori.Aubin@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15
DIR #1000003379



Proposal: 1-4-23315
To: Malaga Community Center
3582 S Winery Avenue
Fresno
California
93725

Date: April 1, 2022
Terms: Net 30

c/o: Malaga Community Center
RA: Lori Aubin
RA Phone: (559) 474-1081
RA Email: Lori.Aubin@theKYAgroup.com
Site: Malaga Community Center
Address: 3582 S Winery Avenue
93725

Site Qualifications and General Scope of Work

DIR # 1000003379

Resurface all 57,439+ SF of Parking Lot Area:

Provide all necessary Handicap parking stalls at each Building
Stripe each stall and provide all necessary missing or replacement of broken concrete wheel stops
Remedy all down drains for Main Building
Remedy missing connection between ADA ramp and sidewalk around New Building
Remedy lack of proper sizes loading zone area on Main Building
Ensure proper grade of all areas of the Parking Lot to ensure quick drainage of water

All work is Prevailing Wage

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO.

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23315



SCOPE OF WORK - PRICING

Malaga Community Ctr -- Parking Lot Renovation	Quantity	U/M	Price	Value
<u>Supply all Materials & Labor for the Malaga Community Center Parking Lot Renovation per Specifications in Qualifications</u>	1.00	EA	\$155,862.07	\$155,862.07
<u>Bonding Fee</u>	1.00	EA	\$2,135.31	\$2,135.31
Total Price				\$157,997.38

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23315



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials _____



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature:

Lori Aubin

By: (Print)

By: (Print)

Lori Aubin

Title:

Title:

Regional Advisor

Date:

Date:

April 01, 2022

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-4-23315



Advanced Roofing & Rain gutters
559-441-7800

4131 E Therese Ave.
Fresno, California
93725
United States

item 5.f.

Prepared For

Moises Ortiz
Malaga County Water District
3580 S. Frank St
Fresno, California
93725
United States

Proposal Date

04/01/2022

Proposal Number

0000596

Warranty

Supplies, material, and labor will be provided as listed below. All work shall meet industry standards. Labor and material warranty for 10 years.

Scope of Work

Malaga Park Picnic Shelter re-roof with Borga Villa Concrete Tile

1. Liability and workers compensation insurance
2. Removal and disposal of existing composition roofing and felt
3. Replace all existing 2"x6" T & G siding with new
4. Installation of 1 layer of synthetic underlayment felt
5. Installation of new flashings
6. Replacement of all eave fascia boards with new painted to match

*Please note payment is due upon completion.

Pricing

Description	Rate	Qty	Line Total
Borga Villa Concrete Tile Roofing System 10 year labor and material warranty	\$21,740.00	1	\$21,740.00
Jobsite Address: 3582 S. Winery Ave., Fresno, CA. 93725	\$0.00	1	\$0.00

Subtotal	21,740.00
Tax	0.00
Proposal Total (USD)	\$21,740.00

Notice

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 ET Seg.) any Contractor, Subcontractor, Laborer, Supplier or other person who helps to improve your property but is not paid for his work or supplies Has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a County officer and the proceeds of sales used to satisfy the indebtedness. This can happen even if you have paid your own Contractor in full, if the Subcontractor, Laborer, or Supplier remains unpaid. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors State License Board. P. O. Box 26000, Sacramento, CA 95827 or 9835 Goethe, Sacramento, CA 95827.

Exclusions

- Electrical and plumbing
- Attic insulation

Notes

- Proposal is valid for 15 days from the above date.
- Any plan modifications are subject to an additional charge.
- Final payment is due upon completion.
- There will be a 3% convenience fee for any credit card transactions
- Any surplus of material is property of Advanced Roofing & Rain gutters.
- Any shortage of material is the responsibility of Advanced Roofing & Rain gutters.
- Payment is due upon project completion.

Terms

A) Payment: Payment terms are at the sole discretion of Advanced Roofing & Rain gutters. Advanced Roofing & Rain gutters reserves the right to require a partial payment prior to ordering materials for the proposed project. All billed invoices are to be paid upon project completion unless otherwise written and signed by both associating parties. Advanced Roofing & Rain gutters reserves the right to pre-lien all projects we deem appropriate to protect our rights for payment.

B) Returns/ Cancellations: Custom fabricated items are not returnable. Standard manufactured items may be returned for restocking. All unused items must be in new and unused condition. All returned items are subject to a 30 % restocking fee. Custom fabricated items may only be cancelled prior to fabrication and are subject to a cancellation fee for any incurred costs associated with the fabrication of the item.

C) Warranty: Advanced Roofing & Rain gutters warrants all workmanship related to the installed product(s).

Any defects in workmanship must be addressed immediately for appropriate repairs to be made and to avoid possible injuries. Any defects in materials must be addressed immediately and will be handled by the manufacturer. Each product has its own individual warranty. In order for the warranty to be honored, all items must remain unaltered in any way. We follow precise manufacturer installation instructions to meet warranty guidelines. A certificate of warranty will be issued upon completion of project. Warranty is not provided for pre-existing materials should they fail. Including and not limited to skylights, chimneys, AC units or swamp coolers. If these fail and the findings determine it was a pre-existing matter Advanced Roofing and Raingutters is not liable and shall not be held as such.

D) Delays: We will make every effort to complete each project in a timely manner. However; conditions beyond reasonable control of either party shall not be the liability of either party. Termination of this project prior to completion can only be done with the agreement of both parties including responsibility of any costs already incurred.

E) Limitation of Liability: Under no circumstances is Advanced Roofing & Raingutters responsible for any tampered installation or repairs done by a secondary company. We are licensed and bonded and are only responsible for our employees. We are not liable for any injuries, incidents, or consequential damages caused by the workmanship of anyone not employed by Advanced Roofing & Raingutters.

F) Claims: Any suits arising from the performance or non- performance of this agreement whether based upon contract, negligence, or strict liability or otherwise shall be brought within 1 year of which the claim arose.

G) Supersede, Assignment, Modifications: This agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous and contemporaneous, oral or written statements. Customer may assign this agreement only with Advanced Roofing & Raingutters prior written consent. No modifications shall be binding unless in writing and signed by both parties.

Authorized Client Signature: _____

Date: _____

Project Manager Signature: _____

Date: _____



Advanced Roofing & Rain Gutters
559-441-7800

4131 E Therese Ave.
Fresno, California
93725
United States

item 5.f.

Prepared For

Moises Ortiz
Malaga County Water District
3580 S. Frank St
Fresno, California
93725
United States

Proposal Date

04/01/2022

Proposal Number

0000595

Warranty

Supplies, material, and labor will be provided as listed below. All work shall meet industry standards. Labor and material warranty for 10 years.

Scope of Work

Malaga Park Picnic Shelter Re-roof with GAF Timberline Reflector

1. Liability and workers compensation insurance
2. Removal and disposal of existing composition roofing and felt
3. Replace all existing 2"x6" T & G siding with new
4. Installation of 1 layer of synthetic underlayment felt
5. Installation of new flashings
6. Replacement of all eave fascia boards with new painted to match

*Please note payment is due upon completion.

Pricing

Description	Rate	Qty	Line Total
GAF Timberline Reflector Roofing System 10 year labor and material warranty	\$18,920.00	1	\$18,920.00
Jobsite Address: 3582 S. Winery Ave., Fresno, CA. 93725	\$0.00	1	\$0.00

Subtotal	18,920.00
Tax	0.00
<hr/>	
Proposal Total (USD)	\$18,920.00

Notice

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 ET Seg.) any Contractor, Subcontractor, Laborer, Supplier or other person who helps to improve your property but is not paid for his work or supplies Has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a County officer and the proceeds of sales used to satisfy the indebtedness. This can happen even if you have paid your own Contractor in full, if the Subcontractor, Laborer, or Supplier remains unpaid. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors State License Board. P. O. Box 26000, Sacramento, CA 95827 or 9835 Goethe, Sacramento, CA 95827.

Exclusions

- Electrical and plumbing
- Attic insulation

Notes

- Proposal is valid for 15 days from the above date.
- Any plan modifications are subject to an additional charge.
- Final payment is due upon completion.
- There will be a 3% convenience fee for any credit card transactions
- Any surplus of material is property of Advanced Roofing & Rain gutters.
- Any shortage of material is the responsibility of Advanced Roofing & Rain gutters.
- Payment is due upon project completion.

Terms

A) Payment: Payment terms are at the sole discretion of Advanced Roofing & Rain gutters. Advanced Roofing & Rain gutters reserves the right to require a partial payment prior to ordering materials for the proposed project. All billed invoices are to be paid upon project completion unless otherwise written and signed by both associating parties. Advanced Roofing & Rain gutters reserves the right to pre-lien all projects we deem appropriate to protect our rights for payment.

B) Returns/ Cancellations: Custom fabricated items are not returnable. Standard manufactured items may be returned for restocking. All unused items must be in new and unused condition. All returned items are subject to a 30 % restocking fee. Custom fabricated items may only be cancelled prior to fabrication and are subject to a cancellation fee for any incurred costs associated with the fabrication of the item.

C) Warranty: Advanced Roofing & Rain gutters warrants all workmanship related to the installed product(s).

Any defects in workmanship must be addressed immediately for appropriate repairs to be made and to avoid possible injuries. Any defects in materials must be addressed immediately and will be handled by the manufacturer. Each product has its own individual warranty. In order for the warranty to be honored, all items must remain unaltered in any way. We follow precise manufacturer installation instructions to meet warranty guidelines. A certificate of warranty will be issued upon completion of project. Warranty is not provided for pre-existing materials should they fail. Including and not limited to skylights, chimneys, AC units or swamp coolers. If these fail and the findings determine it was a pre-existing matter Advanced Roofing and Raingutters is not liable and shall not be held as such.

D) Delays: We will make every effort to complete each project in a timely manner. However; conditions beyond reasonable control of either party shall not be the liability of either party. Termination of this project prior to completion can only be done with the agreement of both parties including responsibility of any costs already incurred.

E) Limitation of Liability: Under no circumstances is Advanced Roofing & Raingutters responsible for any tampered installation or repairs done by a secondary company. We are licensed and bonded and are only responsible for our employees. We are not liable for any injuries, incidents, or consequential damages caused by the workmanship of anyone not employed by Advanced Roofing & Raingutters.

F) Claims: Any suits arising from the performance or non- performance of this agreement whether based upon contract, negligence, or strict liability or otherwise shall be brought within 1 year of which the claim arose.

G) Supersede, Assignment, Modifications: This agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous and contemporaneous, oral or written statements. Customer may assign this agreement only with Advanced Roofing & Raingutters prior written consent. No modifications shall be binding unless in writing and signed by both parties.

Authorized Client Signature: _____

Date: _____

Project Manager Signature: _____

Date: _____



Advanced Roofing & Rain Gutters
559-441-7800

4131 E Therese Ave.
Fresno, California
93725
United States

item 5.f.

Prepared For

Moises Ortiz
Malaga County Water District
3580 S. Frank St
Fresno, California
93725
United States

Proposal Date

04/01/2022

Proposal Number

0000597

Warranty

Supplies, material, and labor will be provided as listed below. All work shall meet industry standards. Labor and material warranty for 10 years.

Scope of Work

Malaga Park Picnic Shelter re-roof with Borga Corrugated Metal Roofing

1. Liability and workers compensation insurance
2. Removal and disposal of existing composition roofing and felt
3. Replace all existing 2"x6" T & G siding with new
4. Installation of 1 layer of synthetic underlayment felt
5. Installation of new flashings
6. Replacement of all eave fascia boards with new painted to match

*Please note payment is due upon completion.

Pricing

Description	Rate	Qty	Line Total
Borga Corrugated Metal Roofing System 10 year labor and material warranty	\$23,780.00	1	\$23,780.00
Jobsite Address: 3582 S. Winery Ave., Fresno, CA. 93725	\$0.00	1	\$0.00

Subtotal	23,780.00
Tax	0.00
<hr/>	
Proposal Total (USD)	\$23,780.00

Notice

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 ET Seg.) any Contractor, Subcontractor, Laborer, Supplier or other person who helps to improve your property but is not paid for his work or supplies Has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a County officer and the proceeds of sales used to satisfy the indebtedness. This can happen even if you have paid your own Contractor in full, if the Subcontractor, Laborer, or Supplier remains unpaid. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors State License Board. P. O. Box 26000, Sacramento, CA 95827 or 9835 Goethe, Sacramento, CA 95827.

Exclusions

- Electrical and plumbing
- Attic insulation

Notes

- Proposal is valid for 15 days from the above date.
- Any plan modifications are subject to an additional charge.
- Final payment is due upon completion.
- There will be a 3% convenience fee for any credit card transactions
- Any surplus of material is property of Advanced Roofing & Rain gutters.
- Any shortage of material is the responsibility of Advanced Roofing & Rain gutters.
- Payment is due upon project completion.

Terms

A) Payment: Payment terms are at the sole discretion of Advanced Roofing & Rain gutters. Advanced Roofing & Rain gutters reserves the right to require a partial payment prior to ordering materials for the proposed project. All billed invoices are to be paid upon project completion unless otherwise written and signed by both associating parties. Advanced Roofing & Rain gutters reserves the right to pre-lien all projects we deem appropriate to protect our rights for payment.

B) Returns/ Cancellations: Custom fabricated items are not returnable. Standard manufactured items may be returned for restocking. All unused items must be in new and unused condition. All returned items are subject to a 30 % restocking fee. Custom fabricated items may only be cancelled prior to fabrication and are subject to a cancellation fee for any incurred costs associated with the fabrication of the item.

C) Warranty: Advanced Roofing & Rain gutters warrants all workmanship related to the installed product(s).

Any defects in workmanship must be addressed immediately for appropriate repairs to be made and to avoid possible injuries. Any defects in materials must be addressed immediately and will be handled by the manufacturer. Each product has its own individual warranty. In order for the warranty to be honored, all items must remain unaltered in any way. We follow precise manufacturer installation instructions to meet warranty guidelines. A certificate of warranty will be issued upon completion of project. Warranty is not provided for pre-existing materials should they fail. Including and not limited to skylights, chimneys, AC units or swamp coolers. If these fail and the findings determine it was a pre-existing matter Advanced Roofing and Raingutters is not liable and shall not be held as such.

D) Delays: We will make every effort to complete each project in a timely manner. However; conditions beyond reasonable control of either party shall not be the liability of either party. Termination of this project prior to completion can only be done with the agreement of both parties including responsibility of any costs already incurred.

E) Limitation of Liability: Under no circumstances is Advanced Roofing & Raingutters responsible for any tampered installation or repairs done by a secondary company. We are licensed and bonded and are only responsible for our employees. We are not liable for any injuries, incidents, or consequential damages caused by the workmanship of anyone not employed by Advanced Roofing & Raingutters.

F) Claims: Any suits arising from the performance or non- performance of this agreement whether based upon contract, negligence, or strict liability or otherwise shall be brought within 1 year of which the claim arose.

G) Supersede, Assignment, Modifications: This agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous and contemporaneous, oral or written statements. Customer may assign this agreement only with Advanced Roofing & Raingutters prior written consent. No modifications shall be binding unless in writing and signed by both parties.

Authorized Client Signature: _____

Date: _____

Project Manager Signature: _____

Date: _____



Advanced Roofing & Rain gutters
559-441-7800

4131 E Therese Ave.
Fresno, California
93725
United States

item 5.g.

Prepared For

Moises Ortiz
Malaga County Water District
3580 S. Frank St
Fresno, California
93725
United States

Proposal Date

04/01/2022

Proposal Number

0000598

Warranty

Supplies, material, and labor will be provided as listed below. All work shall meet industry standards. Labor and material warranty for 10 years.

Scope of Work

Malaga Community Park and Recreation Center "Teen Room"

1. Liability and workers compensation insurance
2. Removal and disposal of existing TPO roofing system
3. Removal and disposal of (1) swamp cooler located on roof
4. Removal and disposal of existing rain gutter system
5. Re-nail existing plywood sheeting
6. Replacement of 10pcs of 4"x8" CDX Plywood included
7. Replacement of 20lf of 2"x8" fascia board, painted to match
8. Installation of new eave, rake, roof to wall flashings
9. Installation of a Polyglass roofing system with ice and water membrane
10. Replacement of all roof jacks
11. Installation of 6" K style rain gutter system in choice of color

*Please note payment is due upon completion.

Pricing

Description	Rate	Qty	Line Total
-------------	------	-----	------------

Polyglass Torch Down Roofing System	\$12,840.00	1	\$12,840.00
Jobsite Address: 3582 S. Winery Ave., Fresno, CA. 93725	\$0.00	1	\$0.00
Subtotal			12,840.00
Tax			0.00
Proposal Total (USD)			\$12,840.00

Notice

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 ET Seg.) any Contractor, Subcontractor, Laborer, Supplier or other person who helps to improve your property but is not paid for his work or supplies Has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a County officer and the proceeds of sales used to satisfy the indebtedness. This can happen even if you have paid your own Contractor in full, if the Subcontractor, Laborer, or Supplier remains unpaid. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors State License Board. P. O. Box 26000, Sacramento, CA 95827 or 9835 Goethe, Sacramento, CA 95827.

Exclusions

- Electrical and plumbing
- Attic insulation

Notes

- Proposal is valid for 15 days from the above date.
- Any plan modifications are subject to an additional charge.
- Final payment is due upon completion.
- There will be a 3% convenience fee for any credit card transactions
- Any surplus of material is property of Advanced Roofing & Raingutters.
- Any shortage of material is the responsibility of Advanced Roofing & Raingutters.
- Payment is due upon project completion.

Terms

A) Payment: Payment terms are at the sole discretion of Advanced Roofing & Raingutters. Advanced Roofing & Raingutters reserves the right to require a partial payment prior to ordering materials for the proposed project. All billed invoices are to be paid upon project completion unless otherwise written and signed by both associating parties. Advanced Roofing & Raingutters reserves the right to pre-lien all projects we deem appropriate to protect our rights for payment.

B) Returns/ Cancellations: Custom fabricated items are not returnable. Standard manufactured items may be returned for restocking. All unused items must be in new and unused condition. All returned items are subject to a 30 % restocking fee. Custom fabricated items may only be cancelled prior to fabrication and are subject to a cancellation fee for any incurred costs associated with the fabrication of the item.

C) Warranty: Advanced Roofing & Rain gutters warrants all workmanship related to the installed product(s). Any defects in workmanship must be addressed immediately for appropriate repairs to be made and to avoid possible injuries. Any defects in materials must be addressed immediately and will be handled by the manufacturer. Each product has its own individual warranty. In order for the warranty to be honored, all items must remain unaltered in any way. We follow precise manufacturer installation instructions to meet warranty guidelines. A certificate of warranty will be issued upon completion of project. Warranty is not provided for pre-existing materials should they fail. Including and not limited to skylights, chimneys, AC units or swamp coolers. If these fail and the findings determine it was a pre-existing matter Advanced Roofing and Rain gutters is not liable and shall not be held as such.

D) Delays: We will make every effort to complete each project in a timely manner. However; conditions beyond reasonable control of either party shall not be the liability of either party. Termination of this project prior to completion can only be done with the agreement of both parties including responsibility of any costs already incurred.

E) Limitation of Liability: Under no circumstances is Advanced Roofing & Rain gutters responsible for any tampered installation or repairs done by a secondary company. We are licensed and bonded and are only responsible for our employees. We are not liable for any injuries, incidents, or consequential damages caused by the workmanship of anyone not employed by Advanced Roofing & Rain gutters.

F) Claims: Any suits arising from the performance or non- performance of this agreement whether based upon contract, negligence, or strict liability or otherwise shall be brought within 1 year of which the claim arose.

G) Supersede, Assignment, Modifications: This agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous and contemporaneous, oral or written statements. Customer may assign this agreement only with Advanced Roofing & Rain gutters prior written consent. No modifications shall be binding unless in writing and signed by both parties.

Authorized Client Signature: _____

Date: _____

Project Manager Signature: _____

Date: _____



item 8.a.

MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 - FAX: 559-485-7319

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR.
PRESIDENT

SALVADOR CERRILLO
VICE-PRESIDENT

IRMA CASTANEDA
DIRECTOR

FRANK CERRILLO JR.
DIRECTOR

CARLOS TOVAR JR.
DIRECTOR

MOISES ORTIZ
GENERAL MANAGER

April 13, 2022

County of Fresno
Department of Public Works and Planning, Sixth Floor
Attention: Steven White, Director
stwhite@fresnocountyca.gov
2220 Tulare Street
Fresno, CA 93721

City of Fresno
Utility Planning and Engineering Division
Attention: Brock Buche
Brock.Buche@fresno.gov
2101 "G" Street, Building A
Fresno, CA 93706

City of Fowler
Attention: Wilma Quan, City Manager
wquan@ci.fowler.ca.us
128 S 5th Street
Fowler, CA 93625

Selma Kingsburg Fowler County Sanitation District
Veronica Cazares, Interim General Manager
vcazares@skfcsd.org
11301 E. Conejo Ave.
Kingsburg, CA 93631

Caltrans
Dave Padilla, Branch Chief Transportation Planning (North)
Padilla, Dave@DOT <dave.padilla@dot.ca.gov>
Caltrans District 6 Planning
855 M Street, Suite 200
Fresno, CA 93721

item 8.a.

North Kings GSA
Attention: Kassy Chauhan
Kassy Chauhan <KChauhan@fresnoirrigation.com>
c/o
Fresno Irrigation District
2907 S. Maple Avenue
Fresno, CA 93725

**RE: Malaga County Water District
Draft Infrastructure Master Plan**

This letter serves as a request for comment on the draft Infrastructure Master Plan that has been prepared by the Malaga County Water District (MCWD). The draft Infrastructure Master Plan includes proposed water and sewer facilities necessary to serve the existing MCWD Sphere of Influence and potential expansion of the service area east to Fowler Avenue and south to Lincoln Avenue. A link to the document is included herein. A hard copy of the draft document can be routed to you if it would be more convenient.

Your comments and feedback to the draft Infrastructure Master Plan are requested prior to June 15, 2022. Please note that MCWD staff is available to meet with you to review any specific questions or comments.

Thank you for your valuable feedback.

Respectfully,

Moises Ortiz, General Manager

c: Provost & Pritchard Consulting Group

**Malaga County Water District
Grants/Annexations/Developments Tracker**

Grants

Submitted	Program	Name	Funder	Amount Requested	Board Report Date	Date of Notice	Amount Awarded
		Shady Lakes MHP Consolidation					
		MCWD WWTF Improvements					
		Well 3A	DWR				
		Tank at Well 3 site	DWR				
		Well 5A	ARPA				
		Tank at Well 7 site					
		Nitrate Reduction	CDBG				

Annexations

Submitted	Name	Will Serve	Total Fees Due	Date Completed		
03/27/2018	Parnagian proposed near Peach and Central					
	DDG NE corner of Willow and Central					
	Assemi development					

Developments

Submitted	Name	Will Serve	Total Fees Due	Date Completed	
2/15/17	Jamail Singh Development SPR 7966				
	Central east of Peach SPR 7970				
9/1/2020	Chestnut Ave SPR 8220				
	Chestnut Ave SPR 8180				
	Central Ave SPR 8181				
	Kroeker on Chestnut				
	Chestnut and Cartwright SPR 8201				
4/1/2021	Bagley and Malaga SPR 8208				
	Minnewawa near Muscat SPR 8241				
	Peach near Malaga SPR 8244				
	Willow and Muscat SPR 8247				
3/15/2022	SPR 8257				



item 9.b.

MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 - FAX: 559-485-7319

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR.
PRESIDENT

SALVADOR CERRILLO
VICE-PRESIDENT

IRMA CASTANEDA
DIRECTOR

FRANK CERRILLO JR.
DIRECTOR

CARLOS TOVAR JR.
DIRECTOR

MOISES ORTIZ
GENERAL MANAGER

April 7, 2022

Leland Parnagian
G3 Development Company
8570 S. Cedar Avenue
Fresno, CA 93725

RE: Site Plan Review No. 8180
 G3 Development
 APN 331-140-43
 Malaga County Water District
 Intent to Serve

The following are comments concerning the subject application:

1. The proposed development is within the boundaries of the Malaga County Water District. An existing 10 inch water main exists along the frontage of the property. The water main is a dead end water line that terminates south of the property. An existing 6 inch sewer main exists along the frontage of the property. The sewer main is relatively shallow and has several users south of the proposed development.
2. The proposed development is a 243,000 square foot industrial warehouse located on the east side of Chestnut Avenue between Malaga Avenue and American Avenue. Water supply to address warehouse needs are typically not high, however, fire flow requirements are significant. The application states that the use of the facility is unknown. The site plan includes 154 vehicle parking spaces and 51 truck parking spaces.
3. The site plan is silent on sanitary sewer estimates. The excess capacity of the existing sewer main is not known. The proposed sanitary sewer demands are not defined. It may be possible that the developer would be required to construct a private lift station in order to access the existing sewer main, if capacity was available.
4. Based on the review of water supply of the Malaga County Water District submitted in January 2019, the water supply may not be adequate to serve the proposed new development. It is also noted that the MCWD has been notified of approved funding from the Department of Water Resources for the construction of a new water supply well. Therefore, it is expected that a schedule for construction of the new water supply well should be available in the near future. This letter serves as an Intent to Serve the property as described. A more specific will-serve letter can be prepared at such time the new well is under construction and a schedule for placing it into production is available.

5. At such time that sufficient water supply is available and specific limitations to sanitary sewer demands are defined, the proposed development would be required to submit an application for service and follow the steps outlined in the Malaga County Water District development checklist to obtain the required permits and services. The applicant may obtain a copy of the checklist from the District Office at 3580 S. Frank Street, Fresno, CA 93725.
6. The developer shall be responsible for constructing improvements to the District's sewer and water system in accordance with District requirements and standards. The applicant must submit utility plans that clearly identify the location of water, sewer, landscaping facilities, and drainage areas.
7. The developer shall be responsible for constructing improvements to the District's sewer and water system in accordance with District requirements and standards. The applicant must submit utility plans that clearly identify the location of water, sewer, landscaping facilities, and drainage areas.
8. MCWD facilities shall be protected and accessible at all times.
9. The developer shall be required to pay all applicable District fees in accordance with the rates in effect at the time of payment. If water or sewer improvements are proposed, District fees include a deposit of \$1,000 required for engineering, legal, and administrative fees. Upon receipt of the plans for review, the final fees will be determined. A copy of the current Master Schedule of Fees, Charges, and Recovered Costs is available at the District Office at 3580 S. Frank Street, Fresno, CA 93725.
10. Water services with meters and backflow prevention devices will be required for the facility in accordance with District Standards.
11. The site will require a Non Residential Waste Discharge Permit for sewer service. The site will require pretreatment facilities in accordance with current ordinances. The applicant must submit an application for a Non Residential Waste Discharge Permit prior determination of the requirements that may be necessary to meet the regulatory requirements of the Malaga County Water District. Specific information regarding all waste streams that are planned for the site will be required for review. Review and approval of the information and the applicant's proposed pretreatment facilities will be required prior to allowing the development to proceed.
12. Storm water shall not be discharged to the sanitary sewer system.
13. Fees associated with District review of the construction of improvements shall be determined upon receipt of the plans for construction and an engineer's opinion of probable construction cost for the water and sewer improvements.
14. The applicant is responsible to determine if there are requirements of the fire department.

It may be appropriate for the proposed developer to fund the analysis of the sewer line capacity study so that appropriate limits may be defined for any such development.

Sincerely,

Moises Ortiz
General Manager
Malaga County Water District

cc: Michael G. Taylor, P.E., District Engineer



item 9.b.

MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 - FAX: 559-485-7319

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR.
PRESIDENT

SALVADOR CERRILLO
VICE-PRESIDENT

IRMA CASTANEDA
DIRECTOR

FRANK CERRILLO JR.
DIRECTOR

CARLOS TOVAR JR.
DIRECTOR

MOISES ORTIZ
GENERAL MANAGER

April 7, 2022

Leland Parnagian
G3 Development Company
8570 S. Cedar Avenue
Fresno, CA 93725

RE: Site Plan Review No. 8180
 G3 Development
 APN 331-140-43
 Malaga County Water District
 Intent to Serve

The following are comments concerning the subject application:

1. The proposed development is within the boundaries of the Malaga County Water District. An existing 10 inch water main exists along the frontage of the property. The water main is a dead end water line that terminates south of the property. An existing 6 inch sewer main exists along the frontage of the property. The sewer main is relatively shallow and has several users south of the proposed development.
2. The proposed development is a 243,000 square foot industrial warehouse located on the east side of Chestnut Avenue between Malaga Avenue and American Avenue. Water supply to address warehouse needs are typically not high, however, fire flow requirements are significant. The application states that the use of the facility is unknown. The site plan includes 154 vehicle parking spaces and 51 truck parking spaces.
3. The site plan is silent on sanitary sewer estimates. The excess capacity of the existing sewer main is not known. The proposed sanitary sewer demands are not defined. It may be possible that the developer would be required to construct a private lift station in order to access the existing sewer main, if capacity was available.
4. Based on the review of water supply of the Malaga County Water District submitted in January 2019, the water supply may not be adequate to serve the proposed new development. It is also noted that the MCWD has been notified of approved funding from the Department of Water Resources for the construction of a new water supply well. Therefore, it is expected that a schedule for construction of the new water supply well should be available in the near future. This letter serves as an Intent to Serve the property as described. A more specific will-serve letter can be prepared at such time the new well is under construction and a schedule for placing it into production is available.

5. At such time that sufficient water supply is available and specific limitations to sanitary sewer demands are defined, the proposed development would be required to submit an application for service and follow the steps outlined in the Malaga County Water District development checklist to obtain the required permits and services. The applicant may obtain a copy of the checklist from the District Office at 3580 S. Frank Street, Fresno, CA 93725.
6. The developer shall be responsible for constructing improvements to the District's sewer and water system in accordance with District requirements and standards. The applicant must submit utility plans that clearly identify the location of water, sewer, landscaping facilities, and drainage areas.
7. The developer shall be responsible for constructing improvements to the District's sewer and water system in accordance with District requirements and standards. The applicant must submit utility plans that clearly identify the location of water, sewer, landscaping facilities, and drainage areas.
8. MCWD facilities shall be protected and accessible at all times.
9. The developer shall be required to pay all applicable District fees in accordance with the rates in effect at the time of payment. If water or sewer improvements are proposed, District fees include a deposit of \$1,000 required for engineering, legal, and administrative fees. Upon receipt of the plans for review, the final fees will be determined. A copy of the current Master Schedule of Fees, Charges, and Recovered Costs is available at the District Office at 3580 S. Frank Street, Fresno, CA 93725.
10. Water services with meters and backflow prevention devices will be required for the facility in accordance with District Standards.
11. The site will require a Non Residential Waste Discharge Permit for sewer service. The site will require pretreatment facilities in accordance with current ordinances. The applicant must submit an application for a Non Residential Waste Discharge Permit prior determination of the requirements that may be necessary to meet the regulatory requirements of the Malaga County Water District. Specific information regarding all waste streams that are planned for the site will be required for review. Review and approval of the information and the applicant's proposed pretreatment facilities will be required prior to allowing the development to proceed.
12. Storm water shall not be discharged to the sanitary sewer system.
13. Fees associated with District review of the construction of improvements shall be determined upon receipt of the plans for construction and an engineer's opinion of probable construction cost for the water and sewer improvements.
14. The applicant is responsible to determine if there are requirements of the fire department.

It may be appropriate for the proposed developer to fund the analysis of the sewer line capacity study so that appropriate limits may be defined for any such development.

Sincerely,

Moises Ortiz
General Manager
Malaga County Water District

cc: Michael G. Taylor, P.E., District Engineer



item 9.b.

MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 - FAX: 559-485-7319

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR.
PRESIDENT

SALVADOR CERRILLO
VICE-PRESIDENT

IRMA CASTANEDA
DIRECTOR

FRANK CERRILLO JR.
DIRECTOR

CARLOS TOVAR JR.
DIRECTOR

MOISES ORTIZ
GENERAL MANAGER

April 7, 2022

Jenna Chilingirian
Greenlaw Partners
18301 Von Karman Avenue
Irvine, CA 92612

RE: Site Plan Review No. 8244
 New Warehouse and Distribution Center
 APN 331-100-23
 Malaga County Water District
 Intent to Serve

The following are comments concerning the subject application:

1. The property is within the boundaries of the Malaga County Water District (MCWD). There are no MCWD facilities located in Peach Avenue along the frontage of this development. There is a 14" water main at the intersection of Central Avenue and Peach Avenue along with an 18" sewer main.
2. The information received indicates that the project is a new 648,000 sf distribution facility located on the east side of Peach Avenue between Central Avenue and American Avenue. Water supply to address warehouse needs are typically not high, however, fire flow requirements are significant. The site plan includes 225 vehicle parking spaces and 153 truck trailer parking spaces.
3. Water demands for the site are necessary for adequate review of the proposed development. Fire demands are also needed for review.
4. Based on the review of water supply of the Malaga County Water District submitted in January 2019, the water supply may not be adequate to serve the proposed new development. It is also noted that the MCWD has been notified of approved funding from the Department of Water Resources for the construction of a new water supply well. Therefore, it is expected that a schedule for construction of the new water supply well should be available in the near future. This letter serves as an Intent to Serve the property as described. A more specific will-serve letter can be prepared at such time the new well is under construction and a schedule for placing

it into production is available.

5. There does not exist a water main across the frontage of the site. The MCWD is in the process of developing an Infrastructure Master Plan that will describe the size of water mains that are required within the District's Sphere of Influence.
6. Sanitary sewer demands for the site are necessary for adequate review of the proposed development.
7. There does not exist a sewer main across the frontage of the site. The MCWD is in the process of developing an Infrastructure Master Plan that will describe the size and direction of sanitary sewer mains that are required within the District's Sphere of Influence. The MCWD suggests that a meeting take place with the developer to discuss sewer implications and potential future developments in the area.
8. The applicant shall indicate points of connection for water and sewer services along with the location of water back flow preventor on the application documents and follow the steps outlined in the Malaga County Water District development checklist to obtain the required permits and services. The applicant may obtain a copy of the checklist from the District Office at 3580 S. Frank Street, Fresno, CA 93725.
9. The developer shall be responsible for constructing water and sewer mains from existing mains through the frontage of the property. The developer shall be responsible for constructing connections to the District's sewer and water system in accordance with District requirements and standards. Water service with a meter and backflow prevention device is required for the facility in accordance with District Standards. The applicant must submit utility plans that clearly identify the location of water, sewer, pretreatment, landscaping facilities, and drainage areas.
10. MCWD facilities shall be protected and accessible at all times.
11. The site will require a Non-Residential Waste Discharge Permit for sewer service. The site may require pretreatment facilities in accordance with current ordinances. The applicant must submit an application for a Non-Residential Waste Discharge Permit prior determination of the requirements that may be necessary to meet the regulatory requirements of the Malaga County Water District. Specific information regarding all waste streams that are planned for the site will be required for review. Review and approval of the information and the applicant's proposed pretreatment facilities will be required prior to allowing the development to proceed.
12. The developer shall be required to pay all applicable District fees in accordance with the rates in effect at the time of payment. If water or sewer improvements are proposed, District fees include a deposit of \$1,000 required for engineering, legal, and administrative fees. Upon receipt of the plans for review, the final fees will be determined. A copy of the current Master Schedule of Fees, Charges, and Recovered Costs is available at the District Office at 3580 S. Frank Street, Fresno, CA 93725.
13. Fees associated with District review of the construction of improvements shall be determined

upon receipt of the plans for construction and an engineer's opinion of probable construction cost for the water and sewer improvements.

14. The applicant is responsible to determine if there are requirements of the fire department.

Please contact me with any questions or if additional information is needed.

Sincerely,

Moises Ortiz
General Manager
Malaga County Water District

cc: Michael G. Taylor, P.E., District Engineer

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

item 11.b.

AGREEMENT NUMBER: 46000XXXXX

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
MALAGA COUNTY WATER DISTRICT

FOR THE
MALAGA COUNTY WELL AND STORAGE TANK PROJECT

A PART OF THE SMALL COMMUNITY DROUGHT RELIEF PROGRAM

FUNDED BY

THE BUDGET ACT OF 2021 (STATS. 2021, CH. 240, § 80)

**FUNDING AGREEMENT BETWEEN
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
MALAGA COUNTY WATER DISTRICT**

<SAP AGREEMENT NUMBER>

SMALL COMMUNITY DROUGHT RELIEF PROGRAM

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Malaga County Water District, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding pursuant to the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Malaga County Well and Storage Tank Project (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by December 29, 2023, and no funds may be requested after March 29, 2024.
3. **PROJECT COST.** The reasonable cost of the Project is estimated to be \$4,167,821.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$4,167,821
5. **GRANTEE REQUIRED COST SHARE.** Grantee agrees to fund the difference between the actual Project Cost in Paragraph 3 and the amount specified in Paragraph 4, if any.
6. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
 - A. For the term of this Funding Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports."
 - B. Grantee submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.
 - C. Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for the Project as listed in Exhibit A of this Funding Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
 - a. Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State, and

- b. Documents that satisfy the CEQA process are received by the State, and
- c. Grantee receives written concurrence from the State of the Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations, or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- 7. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
- 8. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after December 2, 2021, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs incurred prior to December 2, 2021.
- B. Operation and maintenance costs, including post-construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of the Project.
- D. Establishing a reserve fund.
- E. Monitoring and assessment costs for efforts required after Project construction is complete.
- F. Replacement of existing funding sources for ongoing programs.
- G. Payment of federal or state taxes.
- H. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to December 2, 2021.

K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

9. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Grantee's costs, as applicable, in Paragraph 5, "Grantee Required Cost Share."
 - v. Invoices can be submitted by one of the following methods.
 - a. Via either email at charles.polc@water.ca.gov or upload it on DWR's GRanTS website (Grants.water.ca.gov).

- b. Mail the invoice with the original "wet signature" to the following address: Department of Water Resources, Charles Polc, Division of Regional Assistance, 715 P Street, 6th Floor, Mailbox 15, Sacramento, CA, 94236-0001

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.
11. DEFAULT PROVISIONS. Grantee will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - B. Making any false warranty, representation, or statement with respect to this Funding Agreement, the application, or any documents filed to obtain grant funding.
 - C. Failure to operate or maintain the Project in accordance with this Funding Agreement.
 - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - E. Failure to submit timely progress reports.
 - F. Failure to routinely invoice State.
 - G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via

first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding disbursed be immediately repaid.
- B. Terminate any obligation to make future payments to Grantee.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- A. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - B. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
13. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager and shall be submitted via email or DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent directly to the Project Manager via email or uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after the execution of the agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.
 - B. Project Completion Report: Grantee shall prepare and submit to State a Project Completion Report for the Project. Grantee shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a

description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

14. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."
15. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer." Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

16. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By “overnight” delivery service, provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
17. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Grantee’s performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
18. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

Malaga County Water District
Moises Ortiz
General Manager
3580 S. Frank Street
Fresno, CA 93725
Phone: (559) 485-7353
Email: mortiz@malagacwd.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Charles Polc

Environmental Scientist

715 P Street, 6th Floor, Mailbox 15

Sacramento, CA 94236-0001

Phone: (916) 902-7526

Email: charles.polc@water.ca.gov

Provost and Pritchard Consulting Group

Michael Taylor

Engineer

455 W. Fir Avenue

Clovis CA 93611

Phone: (559) 449-2700

Email: mtaylor@ppeng.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – WORK PLAN

Exhibit B – BUDGET

Exhibit C – SCHEDULE

Exhibit D – STANDARD CONDITIONS

Exhibit E – GRANTEE'S AUTHORIZING RESOLUTION

Exhibit F – REPORT FORMATS AND REQUIREMENTS

Exhibit G – STATE AUDIT DOCUMENT REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

MALAGA COUNTY WATER DISTRICT

Arthur Hinojosa, Manager
Division of Regional Assistance

Moises Ortiz, General Manager
Malaga County Water District

Date_____

Date_____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant General Counsel
Office of General Counsel

Date_____

Exhibit A

WORK PLAN

Project Title: Malaga County Well and Storage Tank Project

Funding Recipient: Malaga County Water District

Project Description: Grantee's water system has seven wells but only three are active during the current drought. The water system, therefore, does not have sufficient water supply capacity to meet the water demands making the community vulnerable during the current drought.

This Project includes constructing a new well (Well 3A) to replace the existing Well 3 and a 1-million-gallon water storage tank at the new well site to boost drought resiliency of the Grantee's water system. The construction of the new well includes new electrical facilities, a standby generator, chlorination facilities, site grading, a connection to the existing water distribution facilities, and the destruction of the existing well. The new tank construction includes a booster pump station, pipeline connections, site grading, and electrical controls.

Task 1 - Project Administration

This task includes project administration, invoicing, and reporting.

Project administration includes working with DWR to develop and execute the grant agreement, administration of the Project including overseeing the budget and schedule, construction management and inspection, making payments to engineers and contractors after inspections and/or approval of work, and other activities related to the completion of the Project. Includes attending weekly/monthly meetings (as needed) with DWR Project Manager.

Invoicing includes, preparing and submitting invoices and appropriate backup documentation to the DWR Project Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting progress reports. Prepare quarterly reports and submit them to DWR. Draft Grant Completion Report and submit for DWR comment. Prepare final Grant Completion Report incorporating DWR comments. All reports should be prepared as specified in Exhibit F of this Agreement.

Deliverables:

- Executed grant agreement with schedule and budget
- Proof of records retention, upon request
- Meeting agendas
- Meeting minutes/action items
- Invoices and supporting documents
- Quarterly progress reports
- Draft Grant completion report
- Final Grant completion report

Task 2 – Final Design and Environmental Documentation

The planning, 90% engineering design, and environmental permitting for the new well have already been completed under a different grant. In addition, the conceptual design for the tank has also been completed with a different grant.

This task includes obtaining other necessary permits and preparing the CEQA package for DWR's approval and preparing the 90% (for the tank), final (100%) plans, specifications, and cost estimates for the following components.

Well Site

- Installation of replacement Well 3A
- Destruction of the existing Well 3
- Construction of new electrical facilities
- Installation of standby generator
- Construction of chlorination facilities
- Connection to existing water distribution facilities

Tank Site

- Construction of a new 1 million gallon water storage tank
- Construction of booster pump facilities
- Construction of pipeline connections allowing the tank to be filled from the distribution system
- Connecting pipelines from the booster pump to the distribution system
- Construction of new electrical and controls for the tank and booster pumps

Task 2.1 – Feasibility Studies

Feasibility Studies have been completed as part of the project development process under a different grant: A test well was constructed and evaluated. The work confirmed that the proposed location would provide a viable potable water supply.

Deliverables:

- Relevant Feasibility Studies

Task 2.2 – CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. An NOE was filed for this Project with the Fresno County Clerk in May 2021. Prepare a letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Environmental Information Form
- All completed CEQA documents as required
- Legal Challenges Letter

Task 2.3 – Permitting

The following permits are to be acquired for this Project: a Well Drilling Permit from Fresno County, an Encroachment Permit from Fresno County, and an Air Board Permit for the standby generator.

Deliverables:

- Permits as required

Task 2.3 – Design

Complete preliminary and final designs including the following supporting work: The final plans and specifications will be developed through the design process and will contain all information needed to construct the well and storage tank.

Deliverables:

- 50%, 90%, and 100% design plans, specifications, and cost estimates

Task 3 – Contract Services

This task must comply with Standard Condition D.10 – Competitive Bidding and Procurements. This task includes activities necessary to secure a contractor and award the contract, including developing bid documents, preparing advertisement and contract documents for construction contract bidding, conducting a pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 4 – Construction

Task 4.1 – Construction Administration

This task includes managing contractor submittal reviews, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on-site for the duration of the Project. Construction observer duties include documenting pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on-site, reviewing and updating the project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable. Upon completing the Project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 4.2 – Construction

The Project construction includes the following components.

Well Site

- Destruction of the existing Well 3
- Site grading
- Construction of replacement Well 3A
- Testing water supply
- Construction of new electrical facilities
- Installation of standby generator
- Construction of chlorination facilities
- Connection to existing water distribution facilities

Tank Site

- Furnish and install a new 1 million gallon water storage tank
- Construction of booster pump facilities
- Construction of pipeline connections allowing the tank to be filled from the distribution system
- Connecting pipelines from the booster pump to the distribution system
- Construction of new electrical and controls for the tank and booster pumps
- Site grading and surfacing

Deliverables:

- Photographic Documentation of Progress

Task 4.3 – Operation and Maintenance Manual

This task includes the preparation of an Operation and Maintenance Manual for the well and the storage tank. The Operation and Maintenance Manual will include documentation submitted by the Contractor for specific components of the system (mechanical, electrical, programming) and the parameters for operation. The Operation and Maintenance Manual also provides information regarding the settings relative to the overall water system operation.

Deliverables:

- A copy of the Operation and Maintenance Manual

Exhibit B
BUDGET

All work associated with the Project must be completed prior to payment of retention. The Grantee is required to maintain all financial documents related to the Project in accordance with Exhibit G (State Audit Document Requirements for Grantees).

Task	Funding Amount
Task 1 – Project Administration	\$175,960
Task 2 – Final Design and Environmental Documentation	\$132,250
Task 3 – Contract Services	\$29,350
Task 4 – Construction	
Task 4.1 – Construction Administration	\$434,461
Task 4.2 – Construction	\$3,371,130
Task 4.3 – Operation and Maintenance Manual	\$24,670
Grand Total	\$4,167,821

Exhibit C
SCHEDULE

Task	Start Date	End Date
Task 1 – Project Administration	5/1/2022	12/29/2023
Task 2 – Final Design and Environmental Documentation	5/1/2022	8/15/2022
Task 3 – Contract Services	10/1/2022	12/30/2022
Task 4 – Construction	1/2/2023	12/29/2023

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State

may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a

resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.
- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in the first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State

permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors

to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grantee. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C that concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final

Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this Paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.44. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.45. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
GRANTEE'S AUTHORIZING RESOLUTION

RESOLUTION NO. 09-14-2021A

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY
WATER DISTRICT
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION
FOR THE STORAGE TANK 1 PROJECT**

WHEREAS, Malaga County Water District proposes to implement the Storage Tank 1 Project;

WHEREAS, the Storage Tank 1 Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, Malaga County Water District has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Malaga County Water District intends to apply for grant funding from the California Department of Water Resources for the Storage Tank 1 Project;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Malaga County Water District as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 69, § 112), the Malaga County Water District Board President or General Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions as necessary or appropriate to obtain grant funding.
2. The Malaga County Water District Board President or General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Malaga County Water District Board President or General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

* * * * *


CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Malaga County Water District at the meeting held on September 16, 2021, passed by the following vote:

AYES: 5

NOES: 0


ABSTAIN: 0

ABSENT: 0



Charles E. Garabedian, Jr., President
Malaga County Water District

ATTEST:



Moises Ortiz, Secretary
Board of Directors
Malaga County Water District

RESOLUTION NO. 09-14-2021

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY
WATER DISTRICT
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION
FOR THE WELL 3A PROJECT**

WHEREAS, Malaga County Water District proposes to implement The Well 3A Project;

WHEREAS, the Well 3A Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, Malaga County Water District has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Malaga County Water District intends to apply for grant funding from the California Department of Water Resources for the Well 3A Project;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Malaga County Water District as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 69, § 112), the Malaga County Water District Board President or General Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions as necessary or appropriate to obtain grant funding.
2. The Malaga County Water District Board President or General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Malaga County Water District General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

* * * * *

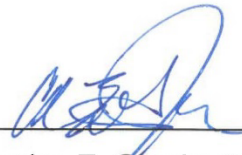
CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Malaga County Water District at the meeting held on September 16, 2021, passed by the following vote:

AYES: 5

NOES: 0

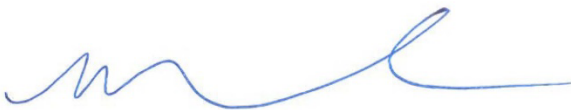
ABSTAIN: 0

ABSENT: 0



Charles E. Garabedian, Jr., President
Malaga County Water District

ATTEST:



Moises Ortiz, Secretary
Board of Directors, Malaga County Water District

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry, and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Grantee and each contractor working on the Project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Grantee's finance plan for payment of the Grantee's share of Eligible Project Costs

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PL-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession, and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Exhibit G

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Cost Share, if any, and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Grantees should ensure that such records are maintained for three (3) years after final disbursement pursuant to this Agreement.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State-funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s), and budget modification documents.
2. A listing of all grants, loans, or subventions received from the State.
3. A listing of all other funding sources for the Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State-funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposits of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.



MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 FAX: 559-485-7319

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR.
PRESIDENT

SALVADOR CERRILLO
VICE-PRESIDENT

IRMA CASTANEDA
DIRECTOR

FRANK CERRILLO JR.
DIRECTOR

CARLOS TOVAR JR.
DIRECTOR

Moises Ortiz, General Manager

12 April 2022

Subject: Letter of Support: IHI Power Services Corporation (Rio Bravo Fresno) Contract Extension

To Whom it may concern:

The Board of Directors of the Malaga County Water District strongly support any effort by IHI Power Services Corporation (Rio Bravo Fresno) to extend their operating contract. Rio Bravo Fresno is a vital industry in the Malaga community. If the facility were to close or relocate to another area, the negative economic impact on the Malaga community would be detrimental and significant.

Malaga is a disadvantaged community (DAC) with one of the lowest per capita income rates in California. Rio Bravo Fresno is our largest water consumer using nearly 50% of all the water the District supplies. If Rio Bravo Fresno were to close or relocate, water rates for residential customers would increase by over 37%. A water rate increase on that scale would have a devastating impact on many of the low-income residents of Malaga.

The impact of Rio Bravo Fresno on the Malaga community is so important that the Board of Directors adopted a Resolution on 25 August 2015 (enclosed) to specifically address the significance of Rio Bravo Fresno in Malaga. The Resolution makes it clearly evident that Rio Bravo Fresno is vital to the Malaga community and to the State of California for the benefits it provides for wild fire control, reduced air pollution due to decay, reduced landfill requirements, reduction in open air burn permits, employment, power generation, and minimization of the carbon footprint in the California central valley where these needs are greatest.

Sincerely,

Charles Garabedian, Jr.
President

Salvador Cerrillo
Vice-President

Carlos Tovar, Jr.
Director

Irma Castaneda
Director

Frank Cerrillo, Jr.
Director

Moises Ortiz
General Manager



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Thursday, March 24, 2022 at 6:00PM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

- ❖ Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.
- ❖ Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.

1. Call to Order: 6:00pm

2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.

All present.

Also present: Laurie Cortez, Norma Melendez, and Michael Slater.

3. Certification: Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

4. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

a. Minutes of the Regular Board Meeting of March 8, 2022.

Recommended action: To approve the Consent Agenda as presented or amended.

Motion by Director Castaneda; Second by Vice President Cerrillo and a 5-0 vote to approve the consent agenda as presented.

5. Old Business: None for this meeting.

6. New Business:

- a. **Park Pathway Project.** Proposal submitted by the KYA Group for the removal of the existing pathway material, and installation of a new concrete pathway. Total cost for the project is \$55,406.34.

Recommended action: for discussion and potential action.

Board pleasure is to receive a detailed scope of work for quote with a price break down. Item tabled.

- b. **Roof Resurfacing.** Proposal submitted by the KYA Group for the resurfacing of the recreation center and gym roof. This proposal does not include the resurfacing of the computer room roof. Total cost for the project is \$ 130,860.72.

Recommended action: for discussion and potential action.

Board pleasure is to receive a detailed scope of work for quote with a price break down. Item tabled.

- c. **Karate.** Alvaro Meneses and Cruz Delgado are interested in bringing back karate classes to the recreation center two days a week from 5:30pm to 7:00pm. Suggested days are one weekday and Saturdays, when center is not being used for events.

Recommended action: to give direction to the General Manager and approved use of recreation center for karate classes.

Board direction is for Director Castaneda or Vice President Cerrillo will reach out to the General Manager to discuss details of the karate contract. Item tabled.

7. Incorporation Reports:

President Garabedian, Jr. has a meeting with Brandau and Eager from Fresno County next week.

8. Annexations and Developments.

- a. List of District Projects. **Discussion was held. Nothing to report.**

9. Recreation Reports:

Director Castaneda suggests that the district purchase baseball equipment for those who wish to practice in the parks baseball fields. This equipment would be available on a check-in, check-out basis. The director also reported the Liz, staff employee in recreation, is working with Tammy Mendez for the potential donation of juice boxes and other items that can be used in the Easter program. 144 baskets will be distributed, and 6 baskets will be raffled at the Easter program. Indoor yard sale will take place at the recreation center on March 25 where seniors will sell fruit cups to raise funds for their committee.

10. Engineer Reports:

- a. District Engineer Report. None for this meeting.
- b. CDBG Engineer Report: None for this meeting.

11. General Manager's Report: *President Garabedian presented on behalf of the General Manager.*

In need for surveyor to come to the park and survey the parking lot for solar panels.

12. President's Report:

President Garabedian, Jr. suggests the yearly calendar of events for the park be shared with the board by e-mail.

13. Vice President's Report:

VP Cerrillo reported on his attendance to the pollution control meeting of 3/21.

14. Director's Reports:

Director Cerrillo, Jr. reminds fellow board members to complete their 700 form before April 1.

15. Legal Counsel Report: Reserved for closed session.

16. Communications:

a. Written Communications:

1. Fresno Metro Flood's Spring 2022 Flood Line Newsletter.
2. Fowler High School scholarship timeline.

b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three **(3)** minutes or less per individual/group per item per meeting, with a fifteen **(15)** minutes maximum.*

17. Closed Session: 6:56pm

- a. Potential Litigation. Government code section 54956.9(d)(2).
No reportable actions

18. Adjournment:

Motion by Director Cerrillo, Jr., Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 7:04pm.

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Regular Meeting of the Board of Directors of March 24, 2022 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 04/13/2022.

Norma Melendez

Norma Melendez, District Clerk

Num	Name	Memo	Amount
43341	Home Depot	December-2022 Maintenance Supplies	-468.32
43342	SWRCB Accounting Office	Water System Annual Fees 21/22	-1,256.36
ACH Pmt	EDD	Disability Withholding	-3.96
EFT Pmt	Internal Revenue Service	EFT Payment	-55.12
43343	A T & T Mobility	January-2022 Mobile Phone Service	-451.55
43344	Ability Answering/Paging Services	March-2022 Service	-77.50
43345	ACWA/JPIA	April-2022 Premium	-2,819.83
43346	Alert-O-Lite	WWTF Maintenance Supplies	-50.42
43347	Alex Carmona	Center Rental Cancellation-Deposit Refund	-195.00
43348	All-Phase Medallion	WWTF Maint./New Park Signs	-511.62
43349	Allied Rodent Control	February-2022 WWTF Rodent Control	-350.00
43350	Badger Meter	February-2022 Online Meter Service	-447.67
43351	California Business Machines	Feb-May22 Copier Service/Plus Overage Nov21-Feb22	-1,534.23
43352	California Industrial Rubber Co.	Maintenance Supplies-Water Shop	-315.41
43353	Citi Cards	January/February Stmt 2022-Gm	-1,323.12
43354	Clark Pest Control	February-2022 Service-District Water Shop	-65.00
43355	Clark Pest Control	February-2022 Service-District Office/Center	-129.00
43356	Costanzo & Associates	January-2022 Professional Service	-8,920.23
43357	Culligan	February-2022 Service District Office	-17.85
43358	Culligan	February-2022 Service WWTF	-17.85
43359	Culligan	February-2022 Service Water Shop	-25.70
43360	Ernest Packaging	Maintenance Supplies Park/Center/WWTF/Water/Office	-600.79
43361	Fresno Equipment Company	WWTF Repairs Tractor	-2,313.09
43362	Gordon Saito & Co., CPA's LLP	February-2022 Accounting Service	-4,626.25
43363	Home Depot	Maintenance Supplies All Dept.	-2,583.19
43364	Industrial Waste & Salvage	January-2022 Solid Waste Business	-33,605.37
43365	Integrity Networks	March 2022 WWTF-Internet	-275.95
43366	Jaribu W. Nelson, CPA	2021-Preparation Audit/Financial Reports	-6,000.00
43367	Kasco Fab Inc.	Wrench for WWTF	-420.00
43368	Kings Water Alliance	FY2021 Membership Dues	-7,577.78
43369	Lee's Air Plumbing & Heating	Replace Heater @ Center	-17,777.11
43370	Malaga County Water District	Cake for Seniors EOM Birthdays	-20.00
43371	Malaga County Water District	Replenish Petty Cash-February 2022	-141.59
43372	McClatchy Company, LLC	Pretreatment Violation-Public Notice	-446.88
43373	Mid Valley Distributors	WWTF Maint. Tractor	-9.93
43374	Moore Twining Associates,Inc	September -2021 WWTF PFAS Testing	-6,098.00
43375	Moore Twining Associates,Inc	January-2022 WWTF PFAS testing	-3,450.00
43376	Moore Twining Associates,Inc	February-2022 Testing	-917.00
43377	Napa Auto Parts	VOID: Park Maintenance-Wrong Amt	0.00
43378	P G & E	February-2022 Utilities	-12,491.24
43379	PC Solutions	Maintenance District Office Mail Machine	-240.06
43380	PC Solutions	March-2022 Service Maintenance	-1,678.75
43381	Powerstride Battery Co.	Battery for WWTF Tractor	-12.46
43382	Provost & Pritchard	January-2022 Engineering Fees	-20,318.20
43383	Quadient Finance USA, Inc.	January-2022 Postage Refill	-300.00
43384	Quadient Finance USA, Inc.	February-2022 Postage Refill	-300.00
43385	R.G. Power Equipment	Service WWTF Chainsaw	-331.01
43386	Robert V. Jensen Inc.	February-2022 District Fuel	-1,507.60
43387	Robert V. Jensen Inc.	WWTF Maintenance	-144.10
43388	Rod's Lawn Service	February-2022 Park Lawn Care Service	-2,160.00
43389	Signmax	Signs for Park	-2,952.00
43390	Streamline	March-2022 Website Service	-200.00
43391	UniFirst Corporation	February-2022 Uniforms/Supplies	-884.91
43392	USA Bluebook	WWTF Materials	-238.90
Direct Deposit	QuickBooks Payroll Service	Created by Payroll Service on 03/09/2022	-29,499.65
EFT Pmt	Internal Revenue Service	EFT Payment	-10,177.48

Num	Name	Memo	Amount
ACH Pmt	EDD	CA/SUI Withholdings	-1,599.07
ACH Pmt	EDD	Disability Withholding	-454.91
43393	SWRCB-DWOCF	Renewal Water Treatment Operator T2	-60.00
43394	United HealthCare	April-2022 Premium	-9,082.96
43395	AFLAC	Employee Withholding	-49.32
43396	Noble Credit Union	Employee Withholding	-100.00
43397	Valley First Credit Union	Employee Withholding	-250.00
43398	Industrial Waste & Salvage	February-2022 Solid Waste Residential	-6,405.52
43399	Moises Ortiz.	Reimb: Luncheon Board Members	-72.93
43400	Moore Twining Associates,Inc	WWTF Testing	-1,652.00
43401-43402	Employee Payroll	(1st Payroll)	-2,446.68
43403	Voided	Printer Error	0.00
43404	Voided	Printer Error	0.00
43405	Daniel Calderon	Installation of Rec. Back Kitchen Door	-432.68
43406	Napa Auto Parts	Maintenance Supplies	-99.25
43407	A T & T	March-2022 Service-District Office	-944.82
43408	A T & T	March-2022 Phone Service-Center	-482.68
43409	Citi Cards	February Stmt 2022-Gm	-146.14
43410	Citi Cards	February/March-2022 Statement	-341.06
43411	Comcast	March-2022-Internet Service	-300.55
43412	Industrial Waste & Salvage	February-2022 Dumping Fees-WWTF	-300.07
43413	Industrial Waste & Salvage	February-2022 Dumping Fees	-668.57
43414	Leaf	March-2022 Copier Service	-408.79
43415	Yamabe & Horn Engineering	February22 Fire Hydrant Project #19451	-517.06
43416	Zion Bank	December-21-November-22 Agent Services	-1,000.00
43417	Carlos Tovar Jr.	March-2022 Mtgs (3) @\$143.50	-430.50
43418	Charles Garabedian Jr.	February-2022 (1) @\$143.50 Missed	-143.50
43419	Charles Garabedian Jr.	March-2022 Mtgs (6) @\$143.50	-861.00
43420	Charles Garabedian Jr.	In Lieu Benefits 04/2022	-2,905.03
43421	Frank Cerrillo Jr.	March-2022 Mtgs (3) @\$100	-300.00
43422	Frank Cerrillo Jr.	In Lieu Benefits 04/2022	-2,429.43
43423	Irma Castaneda	March-2022 Mtgs (5) @\$143.50	-416.10
43424	Irma Castaneda	In Lieu of Benefits 04/2022	-2,817.63
43425	Salvador Cerrillo	February-2022 Mtgs (1) @\$143.50 Missed	-143.50
43426	Salvador Cerrillo	March-2022 Mtgs (7) @\$143.50	-1,004.50
43427	Salvador Cerrillo	In Lieu Benefits 04/2022	-2,874.41
43428	A T & T Mobility	February-2022 Mobile Phone Service	-451.46
43429	Westec Engineering, Inc.	Rep/Maint WWTF Claifyer	-2,424.00
43430	AFLAC	Employee Withholding	-49.32
43431	Noble Credit Union	Employee Withholdings	-100.00
43432	Valley First Credit Union	Employee Withholding	-250.00
43433-43435	Employee Payroll	(2nd Payroll)	-5,762.40
Direct Deposit	QuickBooks Payroll Service	Created by Payroll Service on 03/23/2022	-29,152.83
ACH Pmt	EDD	CA/SUI Withholding	-1,506.20
ACH Pmt	EDD	Disability Withholding	-452.90
EFT Pmt	Internal Revenue Service	EFT Payment	-10,102.24
Total:			-281,727.04

MALAGA COUNTY WATER DISTRICT
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
MARCH-2022
FINAL

Wells Fargo Bank - Checking

Beginning Balance-February 28, 2022:	\$	556,533.69
Cash Receipts-Mar-22:		304,282.80
Bank Interest-Mar-22		4.57
Bank Fees-Mar-22:		(88.50)
NSF Checks/Fees-Mar22		(803.74)
Credit Card Fees-Mar-22:		(300.09)
Credit Card Charges-Mar-22:		(6,481.09)
Disbursements-Mar-22:		(284,107.84)
Ending Balance-March 31, 2022	\$	569,039.80

County of Fresno**Maintenance Fund:**

Beginning Balance-February 28, 2022:	\$	201,681.07
Property Taxes-Mar-22	\$	15,716.84
Interest-Mar-22	\$	93.57
Ending Balance-March 31, 2022	\$	217,491.48

LAIF Account:

Beginning Balance-February 28, 2022:	\$	503,478.48
Qtrly Interest-Ending 12/31/21	\$	-
Ending Balance-March 31, 2022	\$	503,478.48

Self-Help Credit Union

Beginning Balance-February 28, 2022:	\$	51,873.44
Interest-Feb-22	\$	8.36
Ending Balance-March 31, 2022	\$	51,881.80

Zions Bank

Beginning Balance-February 28, 2022:	\$	540,859.00
Interest-N/A		-
Ending Balance-March 31, 2022	\$	540,859.00

Total Cash In Bank Accounts-March 31, 2022**\$ 1,882,750.56**

****All bank accounts are subject to change when bank statements come in.