



**REGULAR BOARD MEETING AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday August 25, 2020 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.

**Special Notice: Pursuant to the Executive Order of the Governor of California this meeting will be accessible via teleconference. All members of the public are encouraged to participate in this meeting by calling 1(952) 222-1750, Conference ID: 633-1248. All staff and board members are also encouraged to attend via teleconference. Those who do attend the meeting in person will be asked to follow the safety guidelines set forth by the California Department of Health and the Fresno County Department of Public Health as directed by District Employees. Notice is further given that this meeting be conducted entirely via teleconference. If the meeting is conducted entirely via teleconference, then notice will be posted at the District office and on the District web page.**

**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. SDRMA Cushman Cart. Based on the replacement comps provided Comp (1) \$10,299, Comp (2) \$11,369, and Comp (3) \$12,869. The settlement for the Recreation Park Cushman Cart is \$7,031.33. The comp is less than the District's deductible and SDRMA is requesting the District's acceptance of the settlement amount.

**Recommended Action.** Approval of the settlement amount from SDRMA of \$7,031.33 for replacement of Recreation Center Cushman Cart.

**Motion by: \_\_\_\_\_; Second by: \_\_\_\_\_**

- b. **Resolution NO. 08-11-2020.** Consideration and Necessary action on Resolution 8-11-2020 A resolution of The Board of Directors of the Malaga County Water District Approving a reimbursement agreement with TPZP for work related to the high-speed rail project.

Recommended Action: Approve Resolution 8-11-2020 as is or amended by the Board.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- c. California High Speed Rail deposit and reimbursement agreement.
- d. Capital Improvement Plan.

**5. New Business: None for this meeting.**

**6. Staff Reports: None for this meeting.**

**7. Recreation Reports: None for this meeting.**

**8. Engineer Reports:**

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

**9. General Manager's Report:**

- a. CSJ Construction.
- b. Picnic Roof Update.
- c. A/C Fencing.
- d. Sludge Removal.
- e. Generator Repair Quote.

**10. President's Report:**

**11. Vice President's Report:**

**12. Director's Reports:**

**13. Legal Counsel Report:**

**14. Communications: None for this meeting.**

a. Written Communications:

b. Public Comment: This is the time for any person to address the Board of Directors on any issue within the jurisdiction of the District but not on the agenda. The time allowed to speak is three minutes unless an extension is granted by the Board of Directors through the President of the Board.

**15.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 August 11, 2020.

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

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

**16.Closed Session:**

**17.Adjournment:**

**Motion by:** \_\_\_\_\_, **Second by:** \_\_\_\_\_

#### **Certification of Posting**

I, Maria Lopez, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of August 25, 2020 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 08/21/2020.

**Maria Lopez**  
Acting District Clerk



# can-am

## DEFENDER HD5 / HD8

Item 4a  
2021

\$10,299

### HIGHLIGHTS

	HD5	HD8
<b>TOUGH</b>	<ul style="list-style-type: none"> <li>• Heavy-duty Rotax® engine</li> <li>• Smooth, durable and responsive transmission</li> <li>• True Can-Am DNA with a strong identity</li> </ul>	
<b>CAPABLE</b>	<ul style="list-style-type: none"> <li>• Work or ride with confidence</li> <li>• Meaningful and versatile functionality</li> <li>• Easy handling and capabilities</li> </ul>	
<b>CLEVER</b>	<ul style="list-style-type: none"> <li>• Advanced comfort and intuitive cockpit with optimized visibility</li> <li>• Multifunction cargo box with sturdy tailgate and smart storage</li> <li>• 1 year maintenance-free and easy access to key maintenance components</li> </ul>	
<b>PLATFORM FEATURES</b>	<ul style="list-style-type: none"> <li>• 62 in. wide</li> <li>• 83 in. wheelbase</li> <li>• 10.5 in. of ground clearance</li> <li>• 1,500 lb towing capacity</li> <li>• Multifunction cargo box</li> <li>• 12 in. steel wheels with 25 in. Maxxis® tires</li> <li>• VERSA-PRO bench seat</li> <li>• HMWPE central skid plate</li> <li>• ECO™/ECO™ Off/Work modes</li> <li>• 4.5 in. wide digital display</li> </ul>	<ul style="list-style-type: none"> <li>• 62 in. wide</li> <li>• 83 in. wheelbase</li> <li>• 11 in. of ground clearance</li> <li>• 2,500 lb towing capacity</li> <li>• Multifunction cargo box</li> <li>• 12 in. steel wheels with 27 in. Maxxis® Bighorn 2.0<sup>†</sup></li> <li>• Rear differential with Turf mode</li> <li>• VERSA-PRO bench seat</li> <li>• HMWPE central skid plate</li> <li>• ECO™/ECO™ Off/Work modes</li> <li>• 4.5 in. digital display</li> </ul>



Green / HD5 / HD8

### DIMENSIONS & CAPACITIES

	HD5	HD8
Chassis/Cage	Profiled cage, ROPS approved	
Estimated Dry Weight	1,305.1 lb (592 kg)	1,459.5 lb (662 kg)
L x W x H	121 x 62 x 76 in. (307.1 x 157.5 x 193 cm)	
Wheelbase	83 in. (211.5 cm)	
Ground Clearance	10.5 in. (26.7 cm)	11 in. (28 cm)
Cargo Box Dimensions	38 x 54.5 x 12 in. (96.5 x 138.4 x 30.5 cm)	
Cargo Box Capacity	600 lb (272.2 kg)	1,000 lb (454 kg)/ California only: 600 lb (272.2 kg)
Power Tilt Bed	N/A	
Tailgate Load Capacity	250 lb (113.4 kg)	
Storage Capacity	Total: 3.1 gal (11.7 L) Under dash (enclosed pocket): 0.4 gal (1.3 L) Dash: 1.8 gal (6.9 L) Armrests and cup holders: 0.9 gal (3.5 L)	
Towing Capacity	1,500 lb (680 kg)	2,500 lb (1,134 kg)
Payload Capacity	1,200 lb (544 kg)	1,500 lb (680 kg)
Fuel Capacity	10.6 gal (40 L)	
Person Capacity	3	

### FEATURES

Gauge	4.5 in. (11.4 cm) wide digital display: Speedometer, tachometer, odometer, trip and hour meters, fuel, gear position, ECO™/ECO™ Off/Work modes, seat belt and 4 x 4 indicator, front and rear diff. lock indicators, diagnostics, clock, battery voltage, engine temperature	
Battery	12 V (18 A/h)	
Magneto	500 W	650 W
Instrumentation	Lighter type DC outlet in console (20 A)	
Lighting	140 W lighting output from four 35 W reflectors ensuring wide visibility and LED tail lights	
Winch	N/A	
Seat	VERSA-PRO bench seat with passenger seats flipping up, underside hooks and contoured bench to improve entrance/exit of the cab	
Steering Wheel	Adjustable tilt steering	
Protection	Integrated front steel bumper, HMWPE central skid plate	
Hitch Type	2 in. hitch receiver	

### WARRANTY & EXTENDED SERVICE

Factory Warranty	1 year BRP limited warranty
Extended Service Terms	B.E.S.T. term available up to 30 months

	HD5	HD8
<b>ENGINES</b>		
Type	38 hp, Rotax 427 cc single cylinder, liquid cooled	50 hp/50 lb-ft, Rotax 799.9 cc, V-twin, liquid cooled
Fuel Delivery System	Intelligent Throttle Control (ITC™) with Electronic Fuel Injection (EFI)	
Transmission	CVT, P/R/N/H/L, standard engine braking	PRO-TORQ Transmission with Quick Response System (QRS), high-airflow ventilation and Electronic Drive Belt Protection, Extra-L/H/N/R/P
Drive Train	Selectable 2WD/4WD with Visco-Lok <sup>†</sup> auto-locking front differential	Selectable Turf Mode/2WD/4WD with Visco-Lok <sup>†</sup> auto-locking front differential
Driving Assistance	Electronic Hill Descent Control ECO™/ECO™ Off/Work modes	
Power Steering	N/A	

### SUSPENSIONS

Front Suspension	Double A-arm/10 in. (25.4 cm) travel	
Front Shocks	Twin tube gas charged shocks	
Rear Suspension	TTA with external sway bar/10 in. (25.4 cm) travel	
Rear Shocks	Twin tube gas charged shocks	

### TIRES & WHEELS

Front Tires	Maxxis M923J <sup>†</sup> 25 x 8 x 12 in. (63.5 x 20.3 x 30.5 cm)	Maxxis Bighorn 2.0 27 x 9 x 12 in. (68.6 x 22.9 x 30.5 cm)
Rear Tires	Maxxis M924J <sup>†</sup> 25 x 10 x 12 in. (63.5 x 25.4 x 30.5 cm)	Maxxis Bighorn 2.0 27 x 11 x 12 in. (68.6 x 27.9 x 30.5 cm)
Wheels	12 in. (30.5 cm) steel	

### BRAKES

Front	Dual 220 mm ventilated disc brakes with hydraulic twin-piston calipers	
Rear	Single 220 mm ventilated disc brakes with hydraulic twin-piston calipers	Dual 220 mm ventilated disc brakes with hydraulic single-piston calipers

<sup>†</sup> 2021 Bombardier Recreational Products Inc. (BRP). All rights reserved. ®, TM and the BRP logo are trademarks of Bombardier Recreational Products Inc. or its affiliates. In the U.S.A., the products are distributed by US Inc. <sup>†</sup> Visco-Lok is a trademark of GKN ViscoDrive GmbH. All other trademarks are the property of their respective owners. For other jurisdictions, see your local dealer. BRP reserves the right, at any time, to continue or change specifications, prices, designs, features, models or equipment without incurring obligation. Some models depicted may include optional equipment. Read the side-by-side vehicle (SSV) Owner's Guide and watch the Safety DVD before driving. For your safety, wear a helmet, eye protection and other protective gear. Fasten lateral net and seat belt at all times. Always remember that riding and alcohol/drugs mix. SSV is for off-road use only. Never ride on paved surfaces or public roads. Operator must be at least 16 years old. Passenger must be at least 12 years old and able to hold handgrips and plant feet while seated at the backrest. Never engage in stunt driving and avoid excessive speed. Ride responsibly.







## HPX615E

### Work Series Utility Vehicle

★★★★★ (2)

[Write a Review](#) >

- 4-wheel drive, standard
- 16.4 cu ft (.46 cu m) cargo box with a 1,000 lb (450 kg) capacity
- Pickup-style tailgate
- Real dumping cargo box

STARTING AT:

\$11,369.00USD

Add to Cart

Build Your Own

Request a Demo >

View Product Brochure >

View Attachments Brochure >

Apply for Consumer Financing >

## Features

Expand All

- + Precision-engineered drive system optimizes acceleration, hauling, towing, and hill-climbing capabilities
- + Features operator conveniences such as high-back bucket or bench seats, cup holders, glove box, and 12-V outlet
- + Heavy-duty suspension delivers excellent heavy hauling capabilities
- + Factory-installed occupant protective structure (OPS) or deluxe cab frame
- + Durable, versatile cargo box for hard-working performance

Item 4a

# Specs & Compare

## Key Specs

Engine power

15.7\* kW  
20 hp

Cargo box dimensions

1143 x 304.8 x 1320 mm  
45 x 12 x 52 in.

Cargo box capacity (weight)

454 kg  
1000 lb

Towing capacity

590 kg  
1300 lb

Front suspension

Independent with McPherson Strut

Rear suspension

Coil over shock

Final drive

Two speed, oil bath

Four wheel drive

Yes

Fuel capacity

20.1 L  
5.3 U.S. gal.

## Engine



Type	2cyl, 4-cycle gas
Displacement	617 cc
Power	15.7* kW 20 hp
Cooling system	Liquid

Show More

## Offers and Discounts

+ 0% APR fixed rate for 48 months†

Expand All

## Reviews

4.5 ★★★★★

2 reviews



## HPX815E

### Work Series Utility Vehicle

★★★★★ (1)

[Write a Review](#) >

- 4-wheel drive, standard
- 16.4 cu ft (.56 cu m) cargo box with a 1,000 lb (450 kg) capacity
- Pickup-style tailgate
- Powerful diesel engine system

STARTING AT:

\$12,869.00USD

Add to Cart

Build Your Own

Request a Demo >

View Product Brochure >

View Attachments Brochure >

Apply for Consumer Financing >

## Features

Expand All

- + Precision-engineered drive system optimizes acceleration, hauling, towing, and hill-climbing capabilities
- + Features operator conveniences such as high-back bucket or bench seats, cup holders, glove box, and 12-V outlet
- + Heavy-duty suspension delivers excellent heavy hauling capabilities
- + Factory-installed occupant protective structure (OPS) or deluxe cab frame
- + Durable, versatile cargo box for hard-working performance

Item 4a



# Specs & Compare

## Key Specs

Engine power	13.57* kW 18.2 hp
Cargo box dimensions	1143 x 304.8 x 1320 mm 45 x 12 x 52 in.
Cargo box capacity (weight)	454 kg 1000 lb
Towing capacity	590 kg 1300 lb
Front suspension	Independent with McPherson Strut
Rear suspension	Coil over shock
Final drive	Two speed, oil bath
Four wheel drive	Yes
Fuel capacity	20.1 L 5.3 U.S. gal.

## Engine

Type3 cyl, 4-cycle diesel

Displacement854 cc

Power13.57\* kW  
18.2 hp

Cooling systemLiquid

Show More

## Offers and Discounts

+ 0% APR fixed rate for 48 months†

Expand All

## Reviews

5.0 ★★★★★

1 reviews

Item 4a

RESOLUTION NO. 08-11-2020

---

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
MALAGA COUNTY WATER DISTRICT APPROVING A REIMBURSEMENT  
AGREEMENT WITH TPZP FOR WORK RELATED TO THE HIGH-SPEED RAIL  
PROJECT**

---

**WHEREAS**, the Malaga County Water District ("District") and the California High Speed Rail Authority ("Authority") entered into an Agreement whereby the Authority acquired a portion of real property from the District located at the District's Wastewater Treatment Facility at 3749 South Maple Avenue along with an easement in favor of Pacific Gas And Electric ("PG&E") to underground powerlines and to use as an access road; and

**WHEREAS**, the Agreement provides that PG&E shall give the District forty-eight (48) hours' notice for entry onto the District's property; and

**WHEREAS**, the Authority and PG&E desire to amend the Agreement to allow PG&E access to the easement on District property without prior notice; and

**WHEREAS**, Tutor Perini/Zachry/Parsons ("TPZP") is constructing an overpass on Central Avenue adjacent to the District's property and the easement as described herein as part of the Authority's rail project; and

**WHEREAS**, TPZP desires to enter into an Agreement with the District to reimburse the District for its costs related to the Authority Project including the costs of amending the Agreement between the Authority and the District as set forth in Attachment 1 which is incorporated herein by this reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE  
MALAGA COUNTY WATER DISTRICT AS FOLLOWS:**

1. That the foregoing recitals are true and correct and incorporated by this reference herein as though fully set forth at this point.

2. That the Board of Directors of the Malaga County District hereby approves the Reimbursement Agreement as attached hereto and incorporated herein by this reference as Attachment 1 and authorizes the President of the Board of Directors to sign the Agreement on behalf of the District.



\*\*\*\*\*

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 11<sup>th</sup> day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

---

Charles Garabedian, Jr., President  
Malaga County Water District

ATTEST:

---

Moises Ortiz, Acting General Manager-  
Secretary of the Board of Directors  
Malaga County Water District

**DEPOSIT AND REIMBURSEMENT AGREEMENT**

**THIS DEPOSIT AND REIMBURSEMENT AGREEMENT** ("Deposit Agreement"), dated \_\_\_\_\_, 2020, is by and between the Malaga County Water District ("District" or "Contractor") and Tutor Perini/Zackary/Parsons a Joint Venture Corporation ("TPZP").

**RECITALS**

WHEREAS, TPZP is in the process of constructing certain facilities and improvements related to the California High Speed Rail Authority's ("CHSRA" or "Authority") rail construction project ("CHSRA Project") which includes an overpass along Chestnut Avenue in Fresno County ("Project") and

WHEREAS, as a necessary part of the Project, CHSRA has purchased a portion of the District's land and an easement for underground utilities and access to those utilities by Pacific Gas & Electric ("PG&E"). As part of the agreement between CHSRA and the District related to the PG&E easement, PG&E is required to give the District 48 hours' notice for entry on the District's property. CHSRA and PG&E desire to change this provision and the parties have agreed to discuss the feasibility of creating a separate entrance to the easement or District property to give PG&E access to the easement without prior notice; and

WHEREAS, CHSRA and TPZP understands that the District, has a policy for reimbursement for District resources expended on behalf and agrees to reimburse District for all costs reasonably incurred by District related to the Project; and

WHEREAS, District and TPZP desire to enter into this Deposit Agreement to provide for the deposit of funds by TPZP to District which may be drawn against by District to pay for costs incurred by District in connection with the Project including costs incurred prior to the signing of this "Deposit Agreement".

NOW, THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference as though fully set forth at this point.

2. The Deposits and Application thereof.

a. TPZP will deposit with the District the amount of five thousand dollars (\$5,000) (the "Initial Deposit").

b. The Initial Deposit, together with subsequent deposits, if any, required to be made by TPZP pursuant to the terms of this Deposit Agreement (collectively the "Deposits"), are to be used for costs to the District related to the Project, including, without limitation to, the fees and expenses of any consultant to the District engaged in connection with the Project including an engineer, attorney and any other consultant reasonably deemed necessary or advisable by the District and all other actual costs and expenses incurred by the District in connection with the Project including employee costs and reasonable administrative/overhead expenses related thereto. The District may draw on the Deposits from time to time as determined by District to pay for such expenses, including expenses already incurred by the District related to the Project.

c. If, at any time, the expended and unencumbered balance of the Deposits is less than five hundred dollars (\$500), the District may notify TPZP and may request, in writing, that TPZP make an additional deposit in an amount estimated, by the District, to be sufficient, together with any such unexpended and unencumbered balance, to pay for the anticipated costs of completing Project. TPZP shall make such additional deposit(s) with the District within twenty (20) days of the mailing such written request by the District. If TPZP fails to make any such additional deposit(s), District may cease all work related to the Project.

d. The District shall provide the TPZP with a written summary of all costs incurred by District, withdraw(s) from the Deposits and the unexpended/unencumbered balance of the Deposits at least once per month.

3. Return of Deposits; Reimbursement. Upon completion of the Project as evidenced by an agreement between the District and CHSRA and/or PG&E for the construction of an ingress/egress point for PG&E to access the public utility easement and/or an amendment to a certain easement deed recorded in the County of Fresno as Document No. 2018-0035475 or the termination of this Deposit Agreement pursuant to paragraph 8 of this Deposit Agreement, District shall, within ten (10) business days after the completion of the Project or termination of this Deposit Agreement, return any unexpended and unencumbered portion of the Deposit(s) to the TPZP, without interest. Notwithstanding any other provision of this Agreement, District shall be entitled to reimbursement for all costs incurred by District related to the Project whether or not an agreement is reached between the District, CHSRA, and/or PG&E.

4. Incorporation of Exhibits Exhibits 1 and 2 attached hereto are hereby incorporated herein and made a part of this Agreement for all purposes as if fully set forth herein.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or



written, between the parties with respect to the subject matter hereof. No change, addition, or modification or waiver of any of the provisions of this Agreement shall be binding on either party unless made in writing and executed by TPZP and the District.

6. Hold Harmless/Indemnity. Except to the extent of District's gross negligence or willful misconduct, and to the fullest extent permitted by law, TPZP agrees to indemnify, hold harmless, protect and defend the District and District's employees, Directors, agents, representatives and contractors from any and all claims, causes of action, liability, losses, costs and damages, for the foreseeable or unforeseeable, arising out of or relating to any act, omission, or negligence of TPZP or TPZP's agents, employees, representatives, contractors, or arising from or related to TPZP's use of or activities on or about the property owned or controlled by District, including, without limitation to, any claims related to the services provided by TPZP under this Agreement. The provisions of this section shall survive the termination, cancellation or expiration of this Agreement.

7 Assignability. Neither this Agreement nor any other rights or obligations hereunder may be assigned or otherwise transferred by either party, nor shall this Agreement inure to the benefit of a trustee in bankruptcy, receiver or creditor of either party, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such prior written consent shall be null and void and of no force and effect and shall constitute a material breach of this Agreement.

8. Term and Termination. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of intent to terminate the Agreement. Notwithstanding and other provision of this Agreement, the term of this Agreement shall not exceed nine (9) months from the Effective Date.

9. Governing Law. This Agreement shall be governed by the laws of the State of California and jurisdiction for any action related to this Agreement shall be in the Superior Court of California, County of Fresno.

10. Attorney's Fees. In the event that either party hereto shall commence any legal action or proceeding against the other party to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to and recover, in addition to its costs, reasonable attorney's fees to be fixed by the court, and such recovery shall include costs and attorney's fees on appeal, if any.

11. Waiver. The waiver by either party of any breach or other violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor any subsequent breach or violation of the same or any other provision. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by either party of any provision of this Agreement.

12. Severability. If any of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.

13. Effective Date, Authority and Counterparts. Each person signing below represents and warrants that he or she is duly authorized to sign and enter into this Agreement. The Effective Date of this Agreement shall be the last date set forth below. This Agreement may be executed in counterparts, or by facsimile or electronic transmission, each of which shall be an original and all of which shall constitute one and the same agreement.

14. Time is of the Essence. The parties hereto acknowledge that time is of the essence in this Agreement.

15. Notice. All notices permitted or required by this Agreement including, but not limited to, those described in paragraphs 2(c), 2(d), 3, or 8 of this Agreement, shall be sent via electronic mail and U.S. Mail, First Class postage prepaid or overnight mail, to the addresses set forth below. Service of said notice shall be effective immediately upon the transmission, if by electronic mail, and by the Deposit of said notice with the U.S.P.S., or overnight carrier.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

MALAGA COUNTY WATER DISTRICT

TUTOR PARINI/ZACHERY/PARSONS

By: \_\_\_\_\_  
Charles Garabedian, Jr.,  
President

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

Malaga County Water District  
Attn: General Manager  
3580 South Frank Street  
Fresno California 93725  
[Jahl@malagacwd.org](mailto:Jahl@malagacwd.org)

Tutor Perini / Zachary / Parsons

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 1  
SPECIAL TERMS AND CONDITIONS**

**Item 4c**

**1. COST PRINCIPLES**

The Contractor's performance shall be governed by and in compliance with the following administrative and cost principles:

- A. If the Contractor is a governmental entity, then the Contractor shall comply with Title 49 Code of Federal Regulations (C.F.R.), Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and U.S. Office of Management and Budget (U.S. OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, as amended.
- B. If the Contractor is a for-profit organization, then the Contractor shall comply with Title 49 C.F.R., Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, and Title 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.
- C. If the Contractor is a non-profit organization, then the Contractor shall comply with 49 C.F.R. Part 18 and U.S. OMB Circular A-122, Cost Principles for Non-Profit Organizations.
- D. If the Contractor is an educational institution, then the Contractor shall comply with 49 C.F.R. Part 18 and U.S. OMB Circular A-21, Cost Principles for Education Institutions.
- E. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.

The identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

**2. AUDIT**

The Contractor agrees that the Authority, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to provide the state a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code § 8546.7.)

**3. STATE NON-DISCRIMINATION CLAUSE.**

During the performance of this Agreement, the Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry,

**ATTACHMENT 1  
SPECIAL TERMS AND CONDITIONS**

physical disability, mental disability, medical condition, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination. The Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement

**4. NONDISCRIMINATION COMPLIANCE**

- A. During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.



**ATTACHMENT 1  
SPECIAL TERMS AND CONDITIONS**

**Item 4c**

- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing to the awarding state agency upon reasonable notice at any time during normal business hours, but in no case upon less than twenty-four (24) hours' notice, to such of its books, records, accounts, other sources of information, and facilities as said Department or Agency shall require to ascertain compliance with this clause.
- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## ATTACHMENT 2

**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

All terms in Attachment 2 must be included in all subcontracts and lower-tier subcontracts regardless of amount expended, unless otherwise noted.

**1. FEDERAL REQUIREMENTS**

The Contractor understands that the Authority has received federal funding from the Federal Rail Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of FRA requirements.

**2. COMPLIANCE WITH FEDERAL REQUIREMENTS**

The Contractor's failure to comply with federal requirements shall constitute a breach of this Agreement.

**3. FEDERAL STANDARDS**

The Facility Owner agrees to comply with the Procurement Standards requirements set forth at 49 Code of Federal Regulations (C.F.R.) section 18.36 or 49 C.F.R. sections 19.40 through 19.48 inclusive, whichever may be applicable and as such regulations existed in 2010, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Facility Owner's technical specifications and requirements.

**4. FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

The Contractor certifies, to the best of its knowledge and belief, that:

- 4.1. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any state or federal agreement, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal agreement, grant, loan, or cooperative agreement.

## ATTACHMENT 2

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 4.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 4.3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code (U.S.C.). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 4.4. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts that exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

**5. DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. section 6101 note, and U.S. Department of Transportation (DOT) regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. OMB "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- 5.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 5.2. Has not had one or more public transactions (federal, state, and/or local) terminated within the preceding three (3) years for cause or default;
- 5.3. Has not been convicted within the preceding three (3) years of any of the offenses listed in Title 2 C.F.R. section 180.800, subdivision (a), or had a civil judgment rendered against it for one of those offenses within that time period; and

## ATTACHMENT 2

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 5.4. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, and/or local) with commission of any of the offenses listed in Title 2 C.F.R. section 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this Section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification. The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

**6. SITE VISITS**

The Contractor acknowledges that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide, and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

**7. ENVIRONMENTAL PROTECTION**

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- 7.1. Clean Air. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency (EPA) Regional Office.
- 7.2. Clean Water. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- 7.3. Energy Conservation. The Contractor will comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. section 6421 et seq.
- 7.4. Agreement Not to Use Violating Facilities. The Contractor agrees not to use any facility that is listed on the List of Violating Facilities maintained by the EPA to perform work hereunder. The

## ATTACHMENT 2

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility that will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.

- 7.5. Environmental Protection. The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. section 4321 et seq.
- 7.6. Incorporation of Provisions. The Contractor shall include the above provisions 7.1 through 7.6 in every subcontract hereunder exceeding \$50,000, financed in whole or in part with federal assistance provided by the FRA.

**8. CIVIL RIGHTS**

The following requirements apply to this Agreement:

- 8.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d; section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102; section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132; and 49 U.S.C. section 306, the Contractor will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.
- 8.2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
- 8.2.1. Race, Color, Religion, National Origin, or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, the Contractor will comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R. 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor will comply with any implementing requirements the FRA may issue.

## ATTACHMENT 2

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 8.2.2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623, the Contractor will refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements the FRA may issue.
- 8.2.3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Contractor will comply with the requirements of U.S. DOT, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements the FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (Pub.L. No. 92-255), as amended, or alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub.L. No. 91-616), as amended, and to comply with sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

## 9. ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. No. 111-5). All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or state entities. The state has the right to cancel, terminate, or suspend the Agreement if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

## 10. ENFORCEABILITY

The Contractor agrees that if the Contractor or one of its subcontractors fails to comply with all applicable federal and State of California requirements governing the use of ARRA funds, the state may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the state under all applicable state and federal laws.

## 11. PROHIBITION ON USE OF ARRA FUNDS



## ATTACHMENT 2

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

The Contractor agrees in accordance with ARRA section 1604 that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**12. ACCESS AND INSPECTION OF RECORDS**

12.1. In accordance with ARRA sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under sections 3 or 8G of the United States Inspector General Act of 1978, or his representative, to:

12.1.1. Access and reproduce any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and

12.1.2. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.

12.2. Pursuant to 49 C.F.R. section 18.26, subdivision (i)(11), 49 C.F.R. section 19.26 or U.S. OMB Circular A-133 (whichever applicable), the Contractor will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor will maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six (6) months prior to disposal of any books, records, accounts and reports required under this Agreement.

12.3. The Contractor will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 U.S.C. section 552, subdivision (a).

The Contractor shall include this provision in all lower-tier subcontracts.

**13. WHISTLEBLOWER PROTECTION**

The Contractor agrees that both it and its subcontractors shall comply with section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the state, from discharging, demoting, or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

13.1. Gross mismanagement of a contract relating to ARRA funds;

13.2. Gross waste of ARRA funds;

## ATTACHMENT 2

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 13.3. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- 13.4. An abuse of authority related to implementation or use of ARRA funds; or
- 13.5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

The Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of the ARRA.

**14. FRAUD AND FALSE CLAIMS ACT**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. section 3801 et seq., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or it causes to be made, pertaining to this Agreement or the FRA-assisted project for which work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the federal government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Contractor will include the above paragraphs in each subcontract financed in whole or in part with federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**15. REPORTING REQUIREMENTS**

The Contractor agrees, upon request by the Authority in writing, to provide the Authority with the following information:

- 15.1. The total amount of funds received by the Contractor during the time period defined in the Authority's request;

## ATTACHMENT 2

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 15.2. The amount of funds actually expended or obligated during the time period requested;
- 15.3. A detailed list of all projects or activities for which funds were expended or obligated, including:
  - 15.3.1. The name of the project or activity;
  - 15.3.2. A description of the project activity;
  - 15.3.3. An evaluation of the completion status of the project or activity; and
  - 15.3.4. An estimate of the number of jobs created and/or retained by the project or activity.
- 15.4. For any contracts or subcontracts equal to or greater than \$25,000:
  - 15.4.1. The name of the entity receiving the contract;
  - 15.4.2. The amount of the contract;
  - 15.4.3. The transaction type;
  - 15.4.4. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
  - 15.4.5. The location of the entity receiving the contract;
  - 15.4.6. The primary location of the contract, including city, state, congressional district, and county;
  - 15.4.7. The Data Universal Numbering System (DUNS) number, or name and zip code for the entity headquarters, if known;
  - 15.4.8. A unique identifier of the entity receiving the contract and the parent entity of the Contractor, should the entity be owned by another; and
  - 15.4.9. The names and total compensation of the five most highly compensated officers of the company if received:
    - 15.4.9.1. 80% or more of its annual gross revenues in federal awards;
    - 15.4.9.2. \$25,000,000 or more in annual gross revenue from federal awards; and
    - 15.4.9.3. If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13, subdivision (a) or section 15, subdivision (d) of the Securities Exchange Act of 1934, or section 6104 of Internal Revenue Code of 1986.
  - 15.4.10. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

**ATTACHMENT 2****SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

Standard data elements and federal instruction for use in complying with reporting requirements under section 1512 of the ARRA are pending review by the federal government and were published in the Federal Register on April 1, 2009 (74 Fed. Reg. 14824), and are to be provided online at [www.FederalRegister.gov](http://www.FederalRegister.gov). The additional requirements will be added to this Agreement by amendment.

**16. REPRINTS OF PUBLICATIONS**

Whenever an employee of a Contractor-related entity writes an article regarding the Project, or otherwise resulting from work under this Agreement, that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.

Item 4c

FACILITIES PLAN: MCWD 2018

A. Wastewater Treatment Facility		Priority	Funding Source	Estimated Capital Cost	MCWD Contribution	2019	2020	2021	2022	2023	Comments
1	Install RAS/WAS control system	1-B	SRF/RD Apply	\$ 200,000	\$ 110,000		X				Fundamental control system of wastewater treatment management
2	Reconfigure blowers	1-C	SRF/RD Apply	\$ 30,000	\$ 16,500		X				Efficiency and nitrogen reduction
3	Digesters 1 and 2 overflow control	1-B	SRF/RD Apply	\$ 20,000	\$ 11,000		X				There is a potential for digester over-flow that must be corrected
4	Nitrogen Reduction	1-A	SRF/RD Apply	\$ 150,000	\$ 82,500		X				Finalize nitrogen reduction control system
5	Potential of additional Nitrogen Reduction Improvements	1-A	SRF/RD Apply	\$ 1,000,000	\$ 550,000			X			Potential of additional improvements if initial improvements are not
6	Pond Drain Wells (contingency)	1-A	SRF/RD Apply	\$ 200,000	\$ 110,000			X			Disposal pond contingency
7	Boiler blowdown recovery system	1-A	SRF/RD Apply	\$ 1,000,000	\$ 550,000				X		Recovery and reuse of boiler water blowdown from Viro/Rio Bravo
8	WWTP Renovation	1-A	SRF/RD Apply	\$ 8,000,000	\$ 4,400,000					X	Upgrade and replace WWTP facilities
Subtotal				\$ 10,600,000	\$ 5,830,000		\$ 220,000	\$ 660,000	\$ 550,000	\$ 4,400,000	

B. Sewer Collection System		Priority	Funding Source	Estimated Capital Cost	MCWD Contribution	2019	2020	2021	2022	2023	Comments
1	Extend 15 inch sewer from Kinder Morgan frontage to Malaga Avenue (S-1)	1-F	SRF/RD Apply	\$ 2,133,000	\$ 1,173,150	X					Establish sewer frontage on Maple Avenue
2	Extend 15 inch sewer from Malaga Ave to American Ave (S-2)	1-F	SRF/RD Apply	\$ 2,140,200	\$ 1,177,110		X				Enclose sewer gap into a loop
3	Extend 8 or 6 inch sewer on Malaga Ave from Maple east to the existing sewer main (S-3)	1-F	SRF/RD Apply	\$ 1,091,000	\$ 600,050			X			Enclose sewer gap into a loop
4	Rehabilitate Lift Station in Chestnut Ave. south of North Ave.	1-F	SRF/RD Apply	\$ 250,000	\$ 137,500			X			
Subtotal				\$ 5,614,200	\$ 3,087,810	\$ 1,173,150	\$ 1,177,110	\$ 737,550			

C. Water Department and SGMA		Priority	Funding Source	Estimated Capital Cost	MCWD Contribution	2019	2020	2021	2022	2023	Comments
1	Improve Well 6 (CDBG 16451)	1-C	CDBG	\$250,000	\$0	X					Convert motor to VFD drive and replace MCC
2	Rehab Well 6	1-C	SRF/RD Apply	\$50,000	\$27,500	X					Rehab Well 6
3	Rehab Well 8	1-C	SRF/RD Apply	\$50,000	\$27,500		X				1st rehab of Well #8
4	FMF-CD Basin CF Improvements	1-A	SGMA Grant	\$198,200	\$109,010	X					SGMA compliance; groundwater recharge (potential grant funding)
5	Water System SCADA	1-B	SRF/RD Apply	\$275,000	\$151,250		X				Common water system SCADA
6	Fire Hydrants (CDBG 2019-2020)	1-B	CDBG	\$350,000	\$100,000		X				Replace/repair 45 fire hydrants
7	Replace Well 3	1-F	SRF/RD Apply	\$1,400,000	\$770,000			X			Redundancy
8	Replace Well 5	1-F	SRF/RD Apply	\$1,300,000	\$715,000		X				Redundancy
9	Water Storage Tank (at Well 3 site)	1-F	SRF/RD Apply	\$1,000,000	\$550,000				X		Efficiency and energy savings
10	Water main on North Avenue from Peach to Minnewawa, then south on Minnewawa (W-10)	1-F	SRF/RD Apply	\$1,966,000	\$1,081,300					X	Enclose-Loop water distribution system
11	Water main on Maple from Well 8 to American, on American from Maple to Chestnut, on Chestnut from American north (W-11)	1-F	SRF/RD Apply	\$1,615,000	\$882,250				X		Enclose-Loop water distribution system
12	Water main on Willow Ave south to Golden State Ave (W-12)	1-F	SRF/RD Apply	\$1,082,000	\$595,100				X		Enclose-Loop water distribution system
Subtotal				\$9,536,200	\$5,014,910	\$136,510	\$993,750	\$770,000	\$2,033,350	\$1,081,300	

D. Studies and Reports		Priority	Funding Source	Estimated Capital Cost	MCWD Contribution	2019	2020	2021	2022	2023	Comments
1	Update Sewer System Management Plan	1-A	Budget O&M	\$7,500	\$7,500		X				Compliance, operations, and improvements
2	Submit Report of Waste Discharge (8/4/19)	1-A	Budget O&M	\$20,000	\$20,000	X					Compliance, operations, and improvements
3	Short/long term treatment disposal	1-A	Budget O&M	\$5,000	\$5,000		X				Compliance, operations, and improvements
4	Technical report disposal measures	1-A	Budget O&M	\$5,000	\$5,000		X				Compliance, operations, and improvements
5	Ground water monitoring evaluation	1-E	Budget O&M	\$7,500	\$7,500		X				Compliance, operations, and improvements
6	Update Standard Specifications	1-B	Budget O&M	\$40,000	\$40,000	X					Compliance, operations, and improvements
7	Update Water and Sewer Master Plans	1-B	Budget O&M	\$42,000	\$42,000	X					Compliance, operations, and improvements
8	WWTP Master Plan	1-A	Budget O&M	\$50,000	\$50,000	X					Compliance, operations, and improvements
9	Feasibility study for water recycling	1-E	Budget O&M	\$25,000	\$25,000		X				Compliance, operations, and improvements
Subtotal				\$202,000	\$202,000	\$152,000	\$50,000				

Item 4d



E.	Other (non-enterprise rate funds)	Priority	Funding Source	Estimated Capital Cost	MCWD Contribution	2019	2020	2021	2022	2023	Comments
1	Utility Pickup Replacement (2)	1-F	Loan	\$60,000	\$60,000	X					
2	GM Vehicle Replacement	1-F	Loan	\$30,000	\$30,000	X					
3	Lawn Mower Replacement	1-F	Loan	\$18,000	\$18,000	X					
5	Recreation Center Pool Repairs	1-G	Loan/Rec Grant	\$100,000	\$55,000		X				
6	Recreation Center A/C (CDBG 17451)	1-G	CDBG/Loan	\$556,300	\$306,600	X					
7	Recreation Center Park Restroom	1-G	Loan	\$275,000	\$275,000	X					
Subtotal				\$1,039,300	\$744,600	\$689,600	\$55,000				

**TOTALS**

Estimated Capital Cost	MCWD Contribution	2019	2020	2021	2022	2023
\$26,991,700	\$14,879,320	\$2,151,260	\$2,495,860	\$2,167,550	\$2,583,350	\$5,481,300
QA/QC Check \$14,879,320						

Priority Codes:

- 1-A: NPDES/CDO Compliance
- 1-B: Operational Control
- 1-C: Energy Efficiency
- 1-D: Out of Service Equipment
- 1-E: Groundwater Sustainability
- 1-F: Efficiency/Redundancy
- 1-G: Community Improvement



40069

**MALAGA COUNTY WATER DISTRICT**3580 S. FRANK STREET  
FRESNO, CA 93725  
(559) 485-7353

WELLS FARGO BANK, N.A.

11-4288/1210

**Item 9a**

9/24/2019

PAY TO THE  
ORDER OF CSJ Construction

\$ \*\*13,859.35

Thirteen Thousand Eight Hundred Fifty-Nine and 35/100\*\*\*\*\*DOLLARS

Claude Saiz  
CSJ Construction  
370 N. Blackstone Ave.  
Fresno, CA 93701

VOID AFTER 90 DAYS



Security features. Details on back.

MEMO

Final Draw-Completion Restroom/Storage

AUTHORIZED SIGNATURE

⑈040069⑈ ⑆121042882⑆ 0515195477⑈

**MALAGA COUNTY WATER DISTRICT**

40069

CSJ Construction

9/24/2019

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/18/2019	Bill	214	13,859.35	13,859.35		13,859.35
					Check Amount	13,859.35

1000-Wells Fargo Ch Final Draw-Completion Restroom/Storage 13,859.35

**MALAGA COUNTY WATER DISTRICT**

40069

CSJ Construction

9/24/2019

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/18/2019	Bill	214	13,859.35	13,859.35		13,859.35
					Check Amount	13,859.35

1000-Wells Fargo Ch Final Draw-Completion Restroom/Storage 13,859.35





**CSJ Construction**

370 N. Blackstone Ave. Fresno CA 93701 • 559-497-5397 • Cell 559-905-1958  
email: csjproperties@yahoo.com

**INVOICE**

INVOICE #214  
DATE: 9/18/2019

**TO:**

Malaga Water District  
C/O Jim Anderson  
3749 S. Maple Ave  
Fresno, CA. 93725  
#559-483-7353

**FOR: 3582 S. WINERY**

**Final Draw - Construct Shell Structure for  
New Restroom / Storage & Maintenance  
Room**

<b>DESCRIPTION: Final Draw - Construct Shell Structure for New Restroom / Storage &amp; Maintenance Room</b>		<b>TOTAL</b>
<b>FOR: 3582 S. Winery</b>		
Final Draw upon Completion		\$13,859.35
<b>TOTAL:</b>		<b>\$13,859.35</b>

**Please make checks payable:**

Claude Saiz Jr  
CSJ Construction

**Thank you for your business!**

**Jorge Camarena**

EXPIRATION DATE 10/10/2020

TO Malaga County Water District  
3580 S. Frank Street  
Fresno, Ca 93725

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	50 feet of 6 foot fence		
1	1 door		
SUBTOTAL			\$8,325
SALES TAX			
TOTAL			\$8,325

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

# PROPOSAL

ALBERT SAIZ CONSTRUCTION & ROOFING  
 Complete Roofing Service  
 6737 N. Price Avenue Fresno, CA 93710  
 Fax: (559) 298-8856 Cell: (559) 681-8838  
 License # 267277

Proposal Submitted To: Malaga County Water District	Home Phone: 559-4857353	Date Submitted: April 23, 2020
Street: 3580 So. Frank Street	City: Fresno	Zip: 93725

We Hereby submit specification and estimates for:

The following is a description of work requested at: 3582 South Winery Ave, Fresno Ca 93725

Gazebo roof replacement and structure repair:

## Installing Grand Canyon Lifetime Designer Shingle

### Roof area:

1. Remove all existing shingles

### Roof sheathing:

1. Remove all damaged or dry rot 2x6 T&G sheathing as needed
2. Install new 2x6 T&G sheathing

### Fascia board:

1. Remove all 2x14 fascia board
2. Install new 2x14 fascia board

### New roof installation:

1. Install new 2x2 metal drip edging along parameter of all roof eaves
2. Install 30lb felt underlayment
3. Install Grand Canyon Designer Composition Shingle
4. Install new ridge caps
5. Clean and remove all debris from job site

### Painting :

1. Ceiling, beams, all post, to be sanded
2. Caulk all areas as needed
3. Prime and paint all new fascia board
4. Prime and paint entire ceiling
5. Prime and Paint all post

WE PROPOSE hereby to furnish material and labor—complete in accordance with above specifications, for the sum of

**THIRTY ONE THOUSAND SIX HUNDRED FIFTY AND----- NO/100 Dollars (\$31,650.00)**

Payment to be made as follows:

## **PAYMENT DUE UPON COMPLETION OF ALL WORK**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to Standard practices. Any alteration or deviation from above specifications involving extra costs will be executed Only Upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents Or delays beyond our control. Owner to carry fire, and other insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature:

ACCEPTANCE OF PROPOSAL —The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature:

Advanced Roofing & Raingutters  
4131 E. Therese Ave  
Fresno, CA 93725  
Office (559)441-7800 Fax (559)272-0487  
Lic. # 900629

Item 9b

## PROPOSAL/ CONTRACT

To: Moises Ortiz

From: Advanced Roofing & Raingutters

Company: Malaga County Water District

Company Address: 3580 S. Frank ST, Fresno, CA, 93725

Email: [advancedroofingservices@gmail.com](mailto:advancedroofingservices@gmail.com)

Phone: (559) 473-9062

Date: 08/17/2020

Fax/ Email: [mortiz@malagacwd.org](mailto:mortiz@malagacwd.org)

Total Pages: 3

Project Name: Malaga Community Park and Recreation Center

Project Address: 3582 S. Winery Ave, Fresno, CA 93725

Proposal #: 052020RR-1

Supplies, material, and labor will be provided as listed below. All work shall meet industry standards and comply with Borga Roofing System. Complete contract is guaranteed with a 10 year material and workmanship warranty.

**This contract is for a Reroof Park Picnic Shelter using a Borga Roofing Standing System**

### **Installation Includes:**

- ❖ Remove and dispose of existing composition roof and felt
- ❖ Replace all existing 2"x6" T & G siding with new
- ❖ Install 1 layer of synthetic underlayment felt
- ❖ Install new eave flashings
- ❖ Install a Borga Panel Metal Roofing System 26GA in choice of color under manufacture specifications

Total contract price for a Borga Panel Metal Roofing System: -----\$17,950.00

Option: Replace all eave fascia boards with new 2"x14" -----\$Add+3,375.00

\*Please note there the balance will be due upon completion payable to "Advanced Roofing and Raingutters" in the amount of \$17,950.00



Advanced Roofing & Raingutters  
4131 E. Therese Ave  
Fresno, CA 93725  
Office (559)441-7800 Fax (559)272-0487  
Lic. # 900629

## Item 9b

### Exclusions:

- ❖ Electrical and plumbing
- ❖ Attic Insulation

### Notes:

- ❖ Proposal is valid for 30 days from the above date.
- ❖ Any plan modifications are subject to an additional charge.
- ❖ There will be a 3% convenience fee for any credit card transactions.
- ❖ Material deposit required prior to project commencement.
- ❖ Any surplus of material is property of Advanced Roofing & Raingutters.
- ❖ Any shortage of material is responsibility of Advanced Roofing & Raingutters.

Selected Series: Borga Roofing System
Color:
Total Sum for Complete Job: \$

Authorized Client Signature: \_\_\_\_\_

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

Project Manager Signature: \_\_\_\_\_

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

## TERMS AND CONDITIONS

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 & Raingutters 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 possibly 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.

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.

I have read and understand the terms and conditions stated above and hereby agree to all statements above.

Authorized Client Signature: \_\_\_\_\_

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

Advanced Roofing & Raingutters  
4131 E. Therese Ave  
Fresno, CA 93725  
Office (559)441-7800 Fax (559)272-0487  
Lic. # 900629

Item 9b

## PROPOSAL/ CONTRACT

To: Moises Ortiz

From: Advanced Roofing & Raingutters

Company: Malaga County Water District

Company Address: 3580 S. Frank ST, Fresno, CA, 93725

Email: [advancedroofingservices@gmail.com](mailto:advancedroofingservices@gmail.com)

Phone: (559) 473-9062

Date: 08/17/2020

Fax/ Email: [mortiz@malagacwd.org](mailto:mortiz@malagacwd.org)

Total Pages: 3

Project Name: Malaga Community Park and Recreation Center

Project Address: 3582 S. Winery Ave, Fresno, CA 93725

Proposal #: 052020RR-2

Supplies, material, and labor will be provided as listed below. All work shall meet industry standards and comply with GAF Timberline HD Reflector Roofing System. Complete contract is guaranteed with a life time warranty with a 50 year warranty. Master Shingle Applicator 50 year Certified.

**This contract is for a Reroof Park Picnic Shelter using a GAF Timberline Roofing System**

**Installation Includes:**

- ❖ Remove and dispose of existing composition roof and felt
- ❖ Replace all existing 2"x6" T & G siding with new
- ❖ Install 1 layer of synthetic underlayment felt
- ❖ Install new eave flashings
- ❖ Install a GAF Timberline Reflector composition Roofing System in choice of color under manufacture specifications

Total contract price for a GAF Timberline Roofing System: -----\$15,300.00  
Option: Replace all eave fascia boards with new 2"x14" -----\$Add+3,375.00

\*Please note there the balance will be due upon completion payable to "Advanced Roofing and Raingutters" in the amount of \$15,300.00

# Item 9b

Advanced Roofing & Raingutters  
131 E. Therese Ave  
Fresno, CA 93725  
Office (559)441-7800 Fax (559)272-0487  
Lic. # 900629

## Exclusions:

- ❖ Electrical and plumbing
- ❖ Attic Insulation

## Notes:

- ❖ Proposal is valid for 30 days from the above date.
- ❖ Any plan modifications are subject to an additional charge.
- ❖ There will be a 3% convenience fee for any credit card transactions.
- ❖ Material deposit required prior to project commencement.
- ❖ Any surplus of material is property of Advanced Roofing & Raingutters.
- ❖ Any shortage of material is responsibility of Advanced Roofing & Raingutters.

Selected Series: GAF Timberline Reflector Roofing System
Color:
Total Sum for Complete Job: \$

Authorized Client Signature: \_\_\_\_\_

Project Manager Signature: \_\_\_\_\_

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

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

## TERMS AND CONDITIONS

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 & Raingutters 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 possibly 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.

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.

I have read and understand the terms and conditions stated above and hereby agree to all statements above.

Authorized Client Signature: \_\_\_\_\_

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

# A- 1 National Fence

4038 S. Cedar Avenue  
Fresno, CA 93725

Ph: 559/498-6506

Fax: 559/233-3440

Website: a1nationalfence.com

Email: a1nationalfence@yahoo.com

Remit Payment To:

A-1 National Fence

PO Box 2874

Fresno, CA 93745

## Item 9c

## Estimate

DATE	ESTIMATE #
7/30/2020	11972

### NAME / ADDRESS

Malaga County Water District  
3580 S Frank Av  
Fresno, CA 93725  
Attn: Moises 473-9062  
mortiz@malagacwd.org

Famico Corp. dba A-1 National Fence

P.O. #

TERMS

REP

50% Down Before starting job

IV

### DESCRIPTION

### TOTAL

Revised: 08/06/2020

Job Site: 3592 S Winery, Fresno

#### Install

130' x 8' High 9 gauge Blue Privacy Chain Link Fence

2 7/8 Corner & Gate Posts

2 3/8 Line Posts

1 5/8 Top Rail

2 - 4' x 8' High Walk Gates

Posts set on flanges

Prevailing Wages

Posts set in cement

3,250.00  
6,500.00

ESTIMATE valid for 7 working days only due to the continual increase in materials. By approving, signing and returning this estimate you agree to pay 50% before the start of the project and the remainder when the project is complete.

Note: At this time we are 3 - 4 weeks out in new project start time based upon your approval date.

Estimate contingent upon any change order by owner for more or less material & or more/ less footage.

Subtotal \$9,750.00

Sales Tax (7.975%) \$0.00

**TOTAL** \$9,750.00

Famico Corporation dba: A-1 National Fence HOLDS ALL RIGHT TO LIEN. Famico Corporation is not responsible for boundary lines, or any type of possible damage to underground lines. We are completely released from any liability caused by gates of any type. Any permits, if required to be supplied by owner. Famico Corporation guarantees the installation of said job, with the exception of abuse or acts of nature for a period of 1 year. ALL RETURN CHECKS ARE SUBJECT TO A \$30.00 SERVICE CHARGE. This price is contingent on more or less footage, price will be adjusted until job is finished.

**VISA - MASTER CARD - DISCOVER**

If paid by phone, a 3% fee is charged.

VOIDED if paid in person.

**IF APPROVING PLEASE SIGN AND RETURN**

Contractor License: 965967

Workmen Comp.: State National Insurance

General Liability Carrier: Liberty Mutual Insurance

Automobile Carrier: Liberty Mutual Insurance

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



# TORRES FENCE CO.

TORRES FENCE CO., INC. P.O. BOX 10137  
FRESNO, CA 93745 (559) 237-4141 FAX 237-9704  
Contract License Number 418746

## PROPOSAL/CONTRACT

Page 1  
08/05/2020

### Customer Information:

MALAGA WATER DISTRICT  
3582 S. WINERY  
FRESNO, CA 93725

### JOB Information:

MALAGA WATER DISTRICT  
3582 S. WINERY  
FRESNO, CA 93725

### Notes:

- FIRST ENCLOSURE: TORRES FENCE IS TO INSTALL APPROX. 61 FT X 8 FT TALL PRIVACY FENCING. JOB CONSISTS OF INSTALLING A SINGLE SWING GATE MEASURING APPROX. 4 FT X 8 FT TALL PRIVACY.

PRICE CONSISTS OF PREVAILING WAGES:

JOB COST (\$10,222.00)

TORRES FENCE CO., INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

TORRES FENCE CO., INC. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing TORRES FENCE CO., INC. to dig in the immediate vicinity of known utilities.

TORRES FENCE CO., INC. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Under no circumstance does TORRES FENCE CO., INC. assume any responsibility concerning property lines. If property pins cannot be located it is recommended that the customer have the property surveyed.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered

in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of TORRES FENCE CO., INC. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to TORRES FENCE CO., INC. in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Approved & Accepted for Customer:

Contract Amount: \$ \_\_\_\_\_  
Down Payment: \$ \_\_\_\_\_  
Balance Due: \$ \_\_\_\_\_

\_\_\_\_\_  
Customer Date  
TORRES FENCE CO., INC.:  
\_\_\_\_\_  
Accepted for TORRES FENCE CO., INC. Date



# TORRES FENCE CO.

TORRES FENCE CO., INC. P.O. BOX 10137  
FRESNO, CA 93745 (559) 237-4141 FAX 237-9704  
Contract License Number 418746

## PROPOSAL/CONTRACT

Page 1  
08/05/2020

### Customer Information:

MALAGA WATER DISTRICT  
3582 S. WINERY  
FRESNO, CA 93725

### JOB Information:

MALAGA WATER DISTRICT  
3582 S. WINERY  
FRESNO, CA 93725

### Notes:

- FIRST ENCLOSURE: TORRES FENCE IS TO INSTALL APPROX. 57 FT X 8 FT TALL PRIVACY FENCING. JOB CONSISTS OF INSTALLING A SINGLE SWING GATE MEASURING APPROX. 4 FT X 8 FT TALL PRIVACY.

PRICE CONSISTS OF PREVAILING WAGES:

JOB COST (\$9,866.00)

TORRES FENCE CO., INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

TORRES FENCE CO., INC. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing TORRES FENCE CO., INC. to dig in the immediate vicinity of known utilities.

TORRES FENCE CO., INC. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Under no circumstance does TORRES FENCE CO., INC. assume any responsibility concerning property lines. If property pins cannot be located it is recommended that the customer have the property surveyed.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered

in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of TORRES FENCE CO., INC. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to TORRES FENCE CO., INC. in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Approved & Accepted for Customer:

Contract Amount: \$ \_\_\_\_\_

Down Payment: \$ \_\_\_\_\_

Balance Due: \$ \_\_\_\_\_

\_\_\_\_\_  
Customer Date

TORRES FENCE CO., INC.:

\_\_\_\_\_  
Accepted for TORRES FENCE CO., INC. Date



July 23, 2020

Malaga  
3749 S Maple Ave.  
Five Points, CA 93725

**Subject: Bio-Solids transport to Landfill Fresno, CA**

Dear,

Patriot Environmental Services (PES) is pleased to submit the following cost quotation for Clean-up services for your job in Fresno, Ca. Patriot's understanding is that Malaga is requesting Waste Transport and disposal for Bio solids. The following proposal estimate is based on the scope of work provided job walk on July 23, 2020.

#### **Scope of Work**

The following tasks are included in our proposed costs:

- Mobilize equipment and materials to site. After the morning safety meeting work will begin.
- Trucks will load will be loaded by Malaga operator.
- Tucks will transport waste then return to site if needed.
- Manifest for drivers will be filled out buy PES crew member on site.
- All equipment will then be transported off site.

#### **Pricing**

The proposed costs for this scope of work are outlined below:

**Labor:**

\$1,260.00

**Disposal:**

\$ 11,180.00

**Transportation**

\$ 5,115.00

**\$17,555.00 - Subtotal**

#### **Assumptions**

- Pricing **Is Not** inclusive of Federal, State of CA and/or union prevailing wage determinations, fringe benefits and/or certified payroll.
- Invoices are to be paid within 30 days of receipt.



- Costs presented above are estimates and invoices will be billed on an actual time and materials basis for work performed.
- Energy Surcharge fee of 9.7% along with Environmental and Insurance surcharge fee of 2.9% shall be applied to total invoice.
- Bio-Solids waste is assumed to be 366 Cubic yards. If more is present it may increase the cost for trans and disposal.

**Exclusions**

- This proposal includes a single mobilization event. Additional mobilizations required due to circumstances outside of Patriots control will be billed accordingly

For further questions or concerns feel free to contact me at **559-304-9338** or via Email at **Jtaber@patriotenvironmental.com**.

**Acceptance**

Price quote shall be effective for 30-days following the date of this proposal. Payment IS NOT contingent upon reimbursement of insurance claims, state funding or any third-party funds. Additional requested work shall be performed under PES standard 2019 Rate Sheet. Signature below constitutes acceptance as described above. This 4-page proposal including the following Terms of Conditions constitutes the total agreement between the parties for services requested and replaces any and all prior agreements, whether written or oral.

**Signed and Accepted By:**

**Patriot Environmental Services, Inc.**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

**Signed and Accepted By:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

**TERMS AND CONDITIONS OF PROPOSAL**

**1.Timeliness.** Patriot shall use reasonable efforts to adhere to the agreed-upon schedule to complete the Services. No warranties or representations are made as to the completion date of any Services undertaken; Customer will have no right to damages arising due to Patriot's delay in the completion of the Services.

**2.Changes and Suspensions.** Regardless of the prices agreed upon to perform the Services as described in the proposal, Patriot will be compensated in accordance with the Patriot Fee schedule then in effect for any changes requested by Customer in the Services at any time. Customer further agrees to pay the entire amount due for the Services provided in accordance with this proposal, regardless of any determination by an insurance carrier of the value of



the services provided. Conditions differing from information provided by Customer, those differing from what is revealed by a visual site inspection, changes in laws or required standards or directives of federal or state agencies, as well as other unknown or unanticipated conditions, shall be considered a change requested by Customer. Patriot shall be entitled to compensation at the rates contained in the then-current Patriot Fee schedule for personnel and equipment required to stand by during any period of suspension of Services due to reasons beyond the direct control of Patriot, for demobilization and mobilization costs required to remove personnel and equipment to and from the site, and for other direct costs incurred as a result of such suspension.

**3. Transportation, Storage and Disposal of Waste and Hazardous Materials.** Upon Customer's request, Patriot will assist with the treatment, storage or disposal of any waste or substance regulated by law, and will transport such waste or cause it to be transported under a waste manifest executed by Customer or its agent to a disposal or treatment facility selected by Customer. Patriot's interest in any such transportation undertaken or arranged by Patriot to any disposal facility, and any execution of contracts, waste profiles, or payments by Patriot for any transportation or disposal services shall be limited solely to its action as

**4. Customer's agent.** Customer shall remain responsible for any claims by the disposal facility with respect to the waste and shall look solely to the disposal facility in the event of a release or other liability arising from the disposal service.

**5. Ownership of Waste and Hazardous Materials.** Patriot does not (i) accept title to any waste or hazardous materials handled by Patriot on behalf of the Customer; or (ii) acquire the status of the generator, owner, operator or arranger of treatment, storage or disposal, as defined by federal and state laws governing the handling, treatment, storage or disposal of solid or hazardous waste. Customer warrants that it has title to and is the generator of any hazardous waste or substance handled by Patriot during the performance of Services

**6. Time for Payment:** Patriot will be paid for Services in accordance with this Agreement, regardless of any other Customer Payment or Accounts Payable policy or procedure of Customer. The invoiced amounts must be paid within fifteen (15) days after the presentation of each invoice submitted by Patriot. Service charges of 1.5% per month, or the maximum rate permitted by law, whichever is less, shall accrue from the due date until paid. In addition to interest, Customer shall also be responsible for all costs incurred by Patriot to collect overdue amounts, including collection fees, filing fees, court costs and attorney's fees. Customer must not, in any manner, make itself or its agents unavailable for receipt of invoices in an attempt to delay payment as required under this Section. Patriot reserves all legal rights and recourses against the Customer and its property for failure of Customer to pay such invoices when due.

**7. Customer's Sole Remedy:** Upon Patriot's verification that Customer's Defect Notice is valid or accurate, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, within a commercially reasonable time, Patriot will correct, complete, or repair the Services.

**8. Limitation of Warranties:** EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE SERVICES PROVIDED HEREIN ARE "AS-IS", WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**9. Certain Types of Damages Precluded:** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

**10. Limitation on Amount of Damages:** In the event Customer's sole remedy set forth in Section 3.(c), for any reason fails of its essential purpose, subject also to the limitation set forth in paragraph 3(e)(1), Customer expressly agrees that its' right to recover damages from Patriot is expressly limited to 150% of the amount of the cost of the Services set forth herein (150% Limitation). Customer agrees that this limitation was bargained for between the parties hereto, that the limitation is fair and reasonable under the circumstances, and that Customer shall not have the right to bring any legal action of any type against Patriot, its officers, or employees seeking damages in excess of the 150% Limitation.

**11. Limitation on Time to Bring Action:** No action may be brought by Customer against Patriot unless filed within one (1) year subsequent to the date the cause(s) of action actually accrued.

**12. Indemnification by Customer.** Customer shall indemnify, hold harmless, and defend Patriot from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction, or damage to any property, environmental release or contamination of or adverse effects on the environment, pollution, or any violation of governmental laws, regulations, or orders to the extent that such damage was caused by: (i) Customer's breach of any terms or provision of this Agreement; (ii) the failure of any warranty made by Customer to be true, accurate, and complete; (iii) any legally negligent or willful act of omission of the Customer or its employees or agents; (iv) the fact that the waste has traveled onto the property of third parties and/or has caused damage or personal injury to property and/or persons, respectively; and any pre-existing conditions on the property where the Services are rendered which were not disclosed by Customer to Patriot prior to Patriot performing the Services.

**13. Waiver.** No failure of Patriot to take any action or assert any right shall be deemed a waiver of that right in the event of the continuation or repetition of the circumstances giving rise to such right.

**14. Governing Law.** This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of California, and to the extent applicable, the General Maritime Law of the United States and applicable international treaties and conventions. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Los Angeles County, State of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

**15. Off-Spec Service Charge:** Patriot reserves the right to assess an off-spec service charge for any waste if determines to be nonconforming. As used in this Agreement, the phrase "off-spec" means any waste with respect to which the quality, consistency, type, chemical composition, or the relative mix is inconsistent with the Waste Description (profile) to be obtained by Patriot. Patriot shall notify Customer of the existence of off-spec waste and the associated additional service charge prior to effecting final disposal of said waste.

**16. Other Off-Spec Requirements:** If waste is discovered to be off-spec or otherwise non-conforming, if there is a permissible location for delivery of the waste, Patriot shall proceed to deliver the waste to an alternative acceptable location and the Customer shall pay Patriot its reasonable additional expenses and charges for handling, loading, preparing, transporting, storing, and caring for off-spec or otherwise nonconforming waste. In the event that there is no acceptable alternative location for delivery of the waste, Patriot shall return the waste to the Customer and the Customer shall pay Patriot its reasonable expenses and charges for handling, loading, preparing, transporting, storing, and caring for off-spec or otherwise nonconforming waste.

**17. Customer Warranties.** Customer warrants, to the best of Customer's knowledge, that; (i) Customer holds clear title to all materials being serviced hereunder and is under no legal restraint or under which would prohibit the Services from being provided; and (ii) The person who executes this





Agreement on behalf of Customer is duly authorized to do so. (iii) Containers supplied by Customer shall be in compliance with any and all applicable DOT, EPA, and RCRA regulations and the provisions of all other applicable laws, rules, regulations, and orders insofar as is required for waste meeting the Waste Description applicable to the waste intended to be placed therein.

**18. Suspension of Services:** Patriot's obligations to Customer to perform the Services pursuant to this Agreement may be suspended by either party and the time for Patriot to perform the Services shall be extended in the event of any of the following: (i) act of God, war, riot, fire, explosion, accident, or flood; (ii) lack of adequate fuel, power, raw material, labor containers, or transportation facilities; (iii) compliance with governmental requests, laws, regulations, orders, or other required licenses or approvals; (iv) breakage or failure of machinery or apparatus; (v) national defense requirements or any other event beyond the reasonable control of such party; and/or (vi) labor trouble, strike, lockout, or injection (provided that neither party shall be required to settle a labor dispute against its own best judgment).

**19. Insurance Assignment:** To the extent Customer has in place an insurance policy which provides benefits which are payable for the Services being provided by Patriot to Customer, to the extent necessary to pay Patriot in full for the Services, Customer hereby assigns to Patriot all rights under Customer's policy and all rights to the payment of benefits under Customer's policy. When Patriot is paid in full for its Services, Patriot will reassign to Customer all rights under Customer's insurance policy which were assigned to Patriot under this proposal.

**20. The Customer warrants** that any right-of-way provided by the Customer to/from the Customer's premises to/from the most convenient public way, is sufficient to bear the weight of all Patriot equipment and vehicles reasonably required to perform the services. Patriot shall not be responsible for damages caused to any private pavement or accompanying subsurface of any route reasonably to perform the Services and Customer shall indemnify, defend, and hold Patriot harmless from any and all claims of any kind for injury to person or property arising from Patriot's use of private pavement and accompanying subsurface of any route reasonably required to perform the Services.

**21. Payment by Credit Card:** Customer may pay the sums owed by Customer to Patriot by Credit Card. However, the credit card companies charge Patriot a fee for acceptance of payment by Credit Card. Accordingly, if Customer decides to pay the sums owed to Patriot by Credit Card, Patriot shall be entitled to surcharge Customer the sum of 3.0 percent of the amount being paid by Customer to Patriot to reimburse Patriot for the Credit Card charges incurred by Patriot in processing Customer's payment. Payment by Credit Card will be allocated first to the charge set forth in this paragraph 4.(k), and then to amount due for the Services. Accordingly, if, for any reason, the total amount of the Credit Card charge authorized pursuant to this paragraph 4.(k) is less than the amount due Patriot (y) for the Services, and (z) for the credit card charge due pursuant to this paragraph, Customer shall remain liable to pay to Patriot the remaining balance due for the Services.

Signatures below constitute acceptance of all of the terms of this proposal. This proposal constitutes the total agreement between the parties and replaces any and all prior agreements, whether written or oral.

Signed and Accepted By:

Patriot Environmental Services, Inc  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

Signed and Accepted By:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

Maria Lopez

---

**From:** Burt Siverling  
**Sent:** Thursday, August 6, 2020 10:03 AM  
**To:** Brisco Enterprises Inc.  
**Cc:** Sylvester Perez  
**Subject:** Re: 2020 Malaga Biosolids Land Application

Thank you , I will pass this along to to get it approved..

I will get back with you as soon as I know more..

Sent from my iPhone

On Aug 3, 2020, at 2:32 PM, Brisco Enterprises Inc. <briscoenterprises@gmail.com> wrote:

Burt,

Even though your biosolids do not meet the chromium limit for landfill disposal, it does meet the limits for land application from 40 CFR part 503, table 3. I will run your test results by our consultant who calculates our spread rates, but I am 99% certain they can be land applied. You do have tiny amounts of organics that should not be a problem. Even though your fecal results were tiny, for land application we need seven discrete fecal tests.

The farm we land apply on is in El Nido, about 11 miles south of Merced. This year it is planted in cotton, which is usually picked beginning in late October and November. If you can wait to dispose of your sludge until then, the cost will be as follows:

\$56.00 per ton:: no move-in fee since you will provide the loader

You stated that you had 4 to 6 loads. We typically can haul about 24 tons per load. For six loads, this would result in **144 tons hauled at \$56/ton for a total of \$8064.**

The sludge needs to be clean of trash and weeds, but especially rocks. If there are rocks in the sludge, we would need to screen it for \$5.00 per ton.

If you would like us to dispose of your sludge, I should do a site visit. I will be going to Kerman probably this week or next to sample their sludge. It would be good to combine the trips. Even if you have not decided yet, I will be driving very near your plant and can stop in.

Please call or email with any questions.

Thank you for the opportunity,

George Morrow  
209-761-2617 (cell)

Brisco Enterprises, Inc.  
221 Airpark Rd. Suite A  
Atwater, CA 95301  
209-356-3275

**MALAGA COUNTY WATER DISTRICT**Attention: Account Payable 3580 S FRANK  
FRESNO 93725

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
400505E	89340	6/18/2020	Burt Siverling
PHONE NO.	FAX NO.	EMAIL	
559-647-4029			
MODEL	MAKE		SERIAL NO.
3406	AA		04ZR00840
UNIT NO.	HOURS	WO NO.	P.O. NO.

**SEGMENT: 01**

PERFORM PM 3 (540 7503)

## NOTES:

Malaga County Water District  
3749 S. Maple Ave.  
Fresno, CA.  
Burt Siverling 559-647-4029

## PM Level 3 - Cooling System Service

- \* Drain, contain and dispose of waste coolant.
- \* Flush cooling system with fresh water.
- \* Replace all coolant hoses and clamps
- \* Replace the radiator pressure cap(s)
- \* Replace the engine thermostat(s) and associated gasket(s).
- \* Replace the engine fan belt(s) and alternator drive belt(s).
- \* Refill system with proper amount of glycol antifreeze and conditioners.
- \* Rod and clean oil cooler or heat exchanger as equipped (if required).
- \* Test run unit to operating temperature, under load when authorized by site personnel.
- \* Return unit back to original mode of operation.
- \* Submit report to customer

**Parts**

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
0016287	FITTING	1	9.68	0	9.68
1090076	SEAL O RING	1	8.00	0	8.00
1W2636	GASKET	1	2.56	0	2.56
2388649	COOLANT-ELC	4	68.00	0	272.00
2485513	REGULATOR-TE	1	48.23	0	48.23
2949052	RADIATOR-KIT	1	74.76	0	74.76
3N6667	HOSE A	1	38.80	0	38.80
3S9643	SEAL	1	12.69	0	12.69
4N0641	GASKET	1	2.22	0	2.22
4N1156	GASKET	1	1.80	0	1.80
4N1418	GASKET	1	1.51	0	1.51



4N8216	VEE BELT	1	26.43	0	26.43
5P0598	CLAMP	4	5.31	0	21.24
5P1296	CM-HOSE STK	15	2.01	0	30.15
5P2094	CM-HOSE STK	76	0.61	0	46.36
5P4868	CLAMP	2	6.42	0	12.84
6N6656	VEE BELT SET	1	88.22	0	88.22
6N7031	HOSE	1	26.00	0	26.00
7C0307	GASKET	1	1.28	0	1.28
7N3761	TUBE A	1	31.44	0	31.44
7X7893	CM HOSE STK	26	1.74	0	45.24
8L7979	HOSE A	1	42.09	0	42.09
8N3248	GASKET	1	4.49	0	4.49
8T6726	CLAMP	2	6.33	0	12.66
9M7958	CLAMP	2	2.76	0	5.52
9X2365	IN HOSE STK	84	0.38	0	31.92
9X2856	CM GUARD HOS	109	0.08	0	8.72
9X3812	COUPLING	1	8.93	0	8.93
<b>Total Estimated Parts:</b>					915.78

**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
FLD-1*-N5-**-	LABOR-PD	8	149.00	0	1,192.00
<b>Total Estimated Labor:</b>					1,192.00

**Misc**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
#MH-***-**-	MISC HARDWARE	1	187.50	0	187.50
ASM-***-**-	HOSE ASSEMBLY	1	100.00	0	100.00
<b>Total Estimated Misc:</b>					287.50

**Segment 01 Total:** 2,395.28

**SEGMENT: 02** REPLACE BATTERY (269 1401)

**NOTES:**

\*\* Replace one battery that has current date of 2017.

**Parts**

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
1535700	BATTERY	1	276.80	0	276.80
1535700	CORE	1	20.36	0	0.00
<b>Total Estimated Parts:</b>					276.80

**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
FLD-1*-N5-**-	LABOR-PD	1	149.00	0	149.00
<b>Total Estimated Labor:</b>					149.00

**Misc**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
ERC-***-N5-**-	ENVIRON REC FEE	1	24.00	0	24.00
<b>Total Estimated Misc:</b>					24.00

**SEGMENT: 03** REPLACE MOUNTING BRACKET/SUPPORT (269 0636)  
 NOTES:  
 Replace vibration isolators behind electrical box.

**Parts**

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
<b>Total Estimated Parts:</b>					0.00

**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
FLD-1*-N5-**-**	LABOR-PD	1.5	223.50	0	335.25
<b>Total Estimated Labor:</b>					335.25

**Misc**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
#MH-**-**-**	MISC HARDWARE: Isolators	1	75.00	0	75.00
<b>Total Estimated Misc:</b>					75.00

**Segment 03 Total:** 410.25

**Total Segments:** 3,255.33

**Sub Total (before taxes)**

3,255.33

*THIS ESTIMATE IS BASED ON LABOR RATES, PARTS PRICES, AND CONDITION OF THE MACHINE EXISTING ON THE DATE OF THE ESTIMATE INDICATED ABOVE. THE CUSTOMER WILL BE INFORMED OF ANY REVISIONS IN LABOR RATES, PARTS PRICES OR ADDITIONAL WORK REQUIRED BEFORE THE WORK IS STARTED. UNLESS OTHERWISE SPECIFIED, THIS ESTIMATE DOES NOT INCLUDE TRAVEL TIME AND MILEAGE, FREIGHT, SHIPPING CHARGES, ENVIRONMENTAL FEE OR TAXES WHERE APPLICABLE. THIS ESTIMATE IS EFFECTIVE FOR 30 DAYS FROM THE DATE INDICATED ABOVE.*

**ESTIMATED REPAIR TIME:** \_\_\_\_\_ from start date

Thank you for giving QUINN the opportunity to quote your service repair options.

My Signature below indicates I have read, understand and agree with the attached terms and conditions.

Issued PO#: \_\_\_\_\_, Authorized Name \_\_\_\_\_ Please Print

Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_. (Signature)

Prepared by: Cory Freeman Phone: 559-916-1661 Email: Cory.Freeman@QuinnCompany.com Fax: \_\_\_\_\_



**REGULAR BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday August 11, 2020 at 6:00PM**

**Item15a**

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.

**Special Notice: Pursuant to the Executive Order of the Governor of California this meeting will be accessible via teleconference. All members of the public are encouraged to participate in this meeting by calling 1(952) 222-1750, Conference ID: 633-1248. All staff and board members are also encouraged to attend via teleconference. Those who do attend the meeting in person will be asked to follow the safety guidelines set forth by the California Department of Health and the Fresno County Department of Public Health as directed by District Employees. Notice is further given that this meeting be conducted entirely via teleconference. If the meeting is conducted entirely via teleconference, then notice will be posted at the District office and on the District web page.**

**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: Neal Constanzo, Moises Ortiz and Maria Lopez.**

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

**4. Old Business:**

- a. **Resolution No.: 7-28-2020A:** Consideration and necessary action on a resolution to approve the adoption of an agreement with Yamabe and Horn for engineering services related to the CDBG Fire Hydrant project.

**Recommend action:** Approve and adopt Resolution No: 7-28-2020A, as submitted or modified.

**Motion by: Vice President Cerrillo, Second by: Director Cerrillo Jr. Item 15a**

- b. **Resolution No.: 7-28-2020:** Consideration and necessary action on a resolution amending policies and procedures related to Malaga County Water District Accounting Procedures.

Recommend action: Approve and adopt Resolution No: 7-28-2020, as submitted or modified.

**Motion by: Vice President Cerrillo, Second by: Director Castaneda and by 0-5 vote, Rejected Resolution No. 7-28-2020.**

**5. New Business:**

- a. SDRMA Cushman Cart. Based on the replacement comps provided Comp (1) \$9,500, Comp (2) \$4,599, and Comp (3) \$9,995. The settlement for the Recreation Park Cushman Cart is \$7,031.33. The comp is less than the District's deductible and SDRMA is requesting the District's acceptance of the settlement amount.

**Recommended Action.** Approval of the settlement amount from SDRMA of \$7,031.33 for replacement of Recreation Center Cushman Cart.

**Motion by: Vice President Cerrillo; Second by: Director Cerrillo Jr. To table it for next meeting.**

**6. Staff Reports: None for this meeting.**

**7. Recreation Reports: None for this meeting.**

**8. Engineer Reports:**

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

**CDBG 2021-2022; Public Comments.** To hear any public comments or suggestions to be considered for the CDBG 2021-2022 funding application. The Community Development Block Grant (CDBG) is a Federal grant program administered by Fresno County to address housing and community development needs of low- and moderate- income persons. Types of eligible projects include public works improvements such as water, sewer, streets and drainage, fire protection facilities and equipment, solid waste facilities, libraries, and community centers.

For public discussion and potential action.

**b. (1) CDBG 2021-2022; Project Proposal.** Project applications for CDBG Projects in FY 2021-22 are due to Fresno County Planning by August 30, 2020. Staff recommends that the District submit a project proposal to make improvements at the WWTF to meet permit compliance. The Project will reconfigure air piping, add baffles, mixers, and recirculation pumps to aeration basins to improve nitrogen reduction.

The project is nearly shovel-ready. The estimated cost of the project is \$250,000, which is the maximum grant amount.

Recommended action: To approve the submission of an application for the WWTF Nitrogen Reduction Project for CDBG 2021-22 funding and designate the Interim General Manager as signing authority for the project.

**Motion by: Vice President Cerrillo; Second by: Director Cerrillo Jr and by a 5-0 vote to approve the submission of an application for the WWTF Nitrogen Reduction Project CDBG 2021-2022 funding and designate the Interim General Manager as signing authority for the project.**

**9. General Manager's Report:**

- a. Jolt Software Program-Cancellation. **Cancellation has been approved by Board of Directors.**
- b. Alley Cleanup Cancelled Until Next Year. **Some of the alley cleanup has been done by employees, Board of Directors recommend finishing alley cleanup project on the next following 3 weeks.**
- c. Staff Maintenance Resume Cleanup. **Recreational and Maintenance Dept Employees have been working on alley cleanup.**
- d. Water Dept. Replace Fire Hydrant Muscat/Willow Hit/Stolen. **Cost for replacement of fire hydrant \$1,900.**
- e. WWTF Report. **Biosolids removal quote for next meeting.**
- f. Picnic Roof Update. **More details will be presented next meeting.**

**10. President's Report:** President Garabedian, Jr. wants to make sure all kids in the Malaga Community have internet access to have a good beginning of this new school year.

**11. Vice President's Report:** Vice President Cerrillo wants a better security camera system at Recreational Park. Also, he would like to see the flooring at the new restrooms to get started.

**12. Director's Reports:** None for this meeting.

**13. Legal Counsel Report:** For closed session.

**14. Communications:**

a. Written Communications: **Fresno Metropolitan Flood Control District.**

b. Public Comment: This is the time for any person to address the Board of Directors on any issue within the jurisdiction of the District but not on the agenda. The time allowed to speak is three minutes unless an extension is granted by the Board of Directors through the President of the Board.

**15. 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. **Item 15a**

- a. Minutes of the Regular Board Meeting of July 28, 2020.
- b. Accounts Payable and Financial Reports July 2020.

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

**Motion by: Vice President Cerrillo; Second by: Director Cerrillo Jr.**

**16. Closed Session: 7:41pm**

**17. Adjournment:**

**Motion by: \_\_\_\_\_, Second by: \_\_\_\_\_**

#### **Certification of Posting**

I, Maria Lopez, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of August 11, 2020 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 08/07/2020.

Maria Lopez