SPECIAL BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
ALTERNATE MEETING ROOM AT
3582 SOUTH WINERY AVE
FRESNO, CALIFORNIA 93725
Tuesday, November 17, 2026 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.

Join Zoom Meeting:
https://us06web.zoom.us/j/86863340321?pwd=jzXKqeh6V7sUq3K6sy4puPXFdNsz94.1

Join and take notes:
https://us06web.zoom.us/j/86863340321?pwd=jzXKqeh6V7sUq3K6sy4puPXFdNsz94.1&mynotes=on

Meeting chat link:
https://us06web.zoom.us/launch/jc/86863340321

One tap mobile:
+1-669-900-6833 US (San Jose), +1-669-444-9171

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 24 hours in advance of the meeting.

4. **Closed Session:**

   a. Personnel Evaluation; all positions (Govt Code §54957(b).).
   b. Potential Litigation: One Case (Government Code §54957(d)(2).)

5. **Old Business:**

   a. **Health Benefits.** UnitedHealthcare (UHC) has notified the District of a 16% rate increase for the upcoming plan year. Additionally, UHC is discontinuing the existing health insurance plan currently held by the District. To maintain coverage, UHC has proposed a comparable replacement plan for next year, alongside alternative plan options for the Board's review and consideration. The District's health insurance broker, Gina Cuttone, will be in attendance to present an overview of the rate adjustment, outline the details of the comparable replacement plan and alternative options, and answer any questions from the Board.

      Recommended action: For board review and direction.

6. **New Business:**

   a. **Resolution 11-17-2026. Final Acceptance of WWTP Screw Pump Replacement Project (CDBG Project No. 24451).** The WWTP Screw Pump Replacement Project has been completed in accordance with project plans and specifications. The project was funded in part through a $300,000 Community Development Block Grant (CDBG) and included replacement of an aging influent screw pump at the wastewater treatment plant. All work has been completed to the satisfaction of the project engineer, and the total project cost remains within the Board-approved budget.

   Recommended action: Adopt Resolution No. 11-17-2026 accepting the completed WWTP Screw Pump Replacement Project (CDBG Project No. 24451), approve the final construction contract amount of $182,863.80, and authorize recordation of the Notice of Completion with the Fresno County Recorder.

   Motion by: _____, Second by: _____

7. **Communications:**

   a. Written Communications:
   b. Public Comment:

8. **Adjournment:**

   Motion by: _____, Second by: _____

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Special Board Meeting of the Board of Directors of November 17, 2026 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 11/16/2026.

Norma Melendez

Norma Melendez, District Clerk

Item 6.a.

MEMORANDUM

To: Malaga County Water District Board of Directors
From: Joshua D. Rogers, District CDBG Engineer
Date: November 17, 2026

Subject: Final Acceptance for the WWTP Screw Pump Replacement Project - CDBG Project No. 24451

Attachments:
1. Resolution
2. Change Order Documentation
3. Notice of Completion

BACKGROUND

The District received $300,000 in Community Development Block Grant (CDBG) funding for the Wastewater Treatment Plant (WWTP) Screw Pump Replacement Project, the scope of which included the removal and replacement of one of the influent screw pumps due to the age and condition of the pump. The contractor, American Inc., has completed all improvements for the subject project. All work was completed in accordance with the plans, specifications and contract documents, and to the satisfaction of the CDBG Project Engineer.

DISCUSSION

The Board awarded a construction contract for the project to American, Inc. on March 10, 2026, and they have now completed all improvements for the contract. In addition to original contract work, Change Order 1 was required to furnish grouting belts and sheaves for the new pump, as these were not included with the replacement pump procurement, which was a direct purchase by the District from Shape, Inc. and the manufacturer, Lakeside Equipment Corp. Change Order 1 was a cost increased to the owner furnished materials and not the construction contract. Change Order 1 was approved by Fresno County.

Change Order 2 was required to cover the costs of the tax provisions on the material in Change Order 1. Change Order 1 did not account for the tax provisions as the taxes were not included in the initial invoice included with Change Order 1. Change Order 2 also includes additional cost incurred between Lakeside Equipment Corp and the District for an extra trip charge in the amount of $5,000.00. The extra trip covers Lakeside's pump inspections to confirm proper installation to satisfy warranty requirements. The extra trip was a result of the American Inc's inspection coordination; therefore, the contractor was responsible for the extra trip cost. The additional charge was credited against American, Inc's contract amount with the District. The specifications require any additional costs due to failed inspections are the burden of the contractor. Change Order 2 includes a contract amount amendment between American, Inc and the District. The bypass pumping operations was extended for the duration and delay to procure the parts and materials associated with Change Order 1. The bypass operation was in place to maintain the influent flow to the plant while were procured to install the new pump. Change Order 2 was approved by Fresno County.

Upon execution of Change Orders 1 and 2, the District's contract with Shape, Inc. was increased by a total of $6,619.63 and the District's contract with American, Inc. increased by $15,363.80. Total increase for change order work amounts to $21,983.43, which was within the $22,500 approved for construction contingency and permitting by the Board at the time of the contract award. In total, the final contract value between the District and American, Inc is $182,863.80.

As stated previously, the District entered into a contract with Shape, Inc. for direct procurement of the replacement screw pump in the amount of $126,784.48. Total costs for engineering, bidding, construction management, material testing and inspection at the time of this staff report are approximately $95,000 and are projected not to exceed $100,000. This brings the total cost of the project to just under $412,000, which is less than the budget estimated at the time of contract award of $425,000. All costs above the $300,000 in CDBG funding will be covered by the District.

RECOMMENDATION

Staff recommends that the Board adopt the attached Resolution to:

1. Accept the work for the WWTP Screw Pump Replacement Project – CDBG Project No. 24451 in the amount of $182,863.80; and
2. Authorize recordation of the Notice of Completion with the Fresno County Recorder.

ATTACHMENT 1

Resolution

RESOLUTION NO. 11-17-2026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY WATER DISTRICT ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION FOR THE WWTP SCREW PUMP REPLACEMENT PROJECT, CDBG NO. 24451

WHEREAS, American ,Inc. has completed the work for the WWTP Screw Pump Replacement Project, CDBG No. 24451; and

WHEREAS, the project consisted of the removal and replacement of one of the wastewater influent screw pumps and associated work at the Wastewater Treatment Plant in the Community of Malaga; and

WHEREAS, the District CDBG Engineer has determined that all work was completed in accordance with the approved plans, specifications and contract documents for the project; and

WHEREAS, the District's CDBG Engineer recommends acceptance of the WWTP Screw Pump Replacement Project, and requests the Board to authorize the CDBG Engineer to sign and record the Notice of Completion for the Project.

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

1. The above recitals are true and correct and are adopted as the findings of the Board of Directors.
2. Upon the recommendation of the CDBG Engineer that the WWTP Screw Pump Replacement Project be accepted and that the Notice of Completion be recorded.

This resolution was adopted at a Regular Meeting of the Board of Directors of the Malaga County Water District held on November 17, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Charles E. Garabedian, Jr., Board President

ATTEST:

_____

Norma Melendez, District Clerk

ATTACHMENT 2

Contract Change Order Documentation

County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

August 19, 2026

Charles E. Garabedian, Jr., Board President
Malaga County Water District
3580 S. Frank Street
Fresno, CA 93725

Dear Mr. Garabedian:

Subject: Approval of Change Order No. 1 for the Malaga Wastewater Treatment Plant Screw Pump Replacement, Community Development Block Grant (CDBG) Project No. 24451

We are in receipt of the District's request for approval of a construction change order for the above-referenced CDBG project. Section III, Paragraph N of the Agreement for this project between the District and the County allows for such change orders so long as they are consistent with the original approved project scope and cost estimate.

According to the request, the change order, totaling $1,500, is necessary because the necessary grouting belts and sheaves were not included in the equipment package supplied with the screw pump. Pursuant to the request, these additional materials are consistent with the final construction estimate approved by the County, is within the scope of the project, and is necessary to complete the project.

Additionally, we understand that additional charges of approximately $962.14 per calendar day may be incurred for extended bypass pumping, with the number of days depending on the time it takes to receive the additional parts needed to finish installation. These additional charges have also been determined to be necessary, and we encourage the District to take any measures available to minimize these costs, including payment for expedited shipping, if it will potentially shorten the time needed for additional bypass pumping.

We have determined that this request is covered under the environmental review that was completed for the project (Initial Study/Environmental Assessment No. ER8161).

Based upon these factors, we are approving the request for a change order.

Please contact me or Jared Nimer at (559) 600-4292 if you have any questions.

Sincerely,

Jonathan Avedian, Senior Staff Analyst
Community Development Division

c: Joshua Rogers, Yamabe & Horn Engineering, Inc. (via email)

JN:JA
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August 19, 2026

County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

November 2, 2026

Sonia Hall, General Manager
Malaga County Water District
3580 S. Frank Street
Fresno, CA 93725

Dear Ms. Hall:

Subject: Approval of Change Order No. 2 for the Malaga Wastewater Treatment Plant Screw Pump Replacement, Community Development Block Grant (CDBG) Project No. 24451

We are in receipt of the District's request for approval of a second construction change order for the above-referenced CDBG project. Section III, Paragraph N of the Agreement for this project between the District and the County allows for such change orders so long as they are consistent with the original approved project scope and cost estimate.

According to the request, the change order, totaling $15,363.80, is necessary for the extended bypass pumping, adjusted for the deduction of an additional trip charge by the vendor, which the contractor previously invoiced. Additionally, the County acknowledges that the District will incur additional expenses for the taxes due on the additional owner supplied materials, as well as the additional trip charge that was in excess of what was stipulated in the specifications, to be paid with the deduction previously mentioned. These additional charges have been determined to be necessary. It is our understanding that construction is substantially complete, and a final walkthrough will be scheduled with County staff shortly.

We have determined that this request is covered under the environmental review that was completed for the project (Initial Study/Environmental Assessment No. ER8161).

Based upon these factors, we are approving the request for a second change order.

Please contact me or Jared Nimer at (559) 600-4292 if you have any questions.

Sincerely,

Jonathan Avedian, Senior Staff Analyst
Community Development Division

c: Joshua Rogers, Yamabe & Horn Engineering, Inc. (via email)
Sergio Alvarado, Yamabe & Horn Engineering, Inc. (via email)

JN:JA
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November 2, 2026

ORDER NO.	1
DATE	10/27/2026
STATE	CA
COUNTY	Fresno
Y&H #	25-157

CONTRACT CHANGE ORDER

CONTRACT FOR MALAGA WWTP SCREW PUMP REPLACEMENT PROJECT

CDBG PROJECT # CBDG 24-451

OWNER MALAGA COUNTY WATER DISTRICT

TO: AMERICAN INC.
CONTRACTOR

Original Contract Amount:	$167,500.00
Construction Contingency:	$22,500.00
Original Contract Time:	150
Original Contract Completion Date:	12/16/2026

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
1.0 Change Order 01		
1.1 Additional Bypass Rental & Maintenance Costs Due to Project Delays		$20,363.80
1.2 Lakeside Trip Charge for Additional Inspection	($5,000.00)	
TOTALS	($5,000.00)	$20,363.80
NET CHANGE IN CONTRACT PRICE		$15,363.80

JUSTIFICATION:

See MEMO and back up documentation attached.

The amount of the Contract will be **Increased** by the sum of: $15,363.80

The Contract Total including this and previous Change Orders will be: $182,863.80

The Contract period provided for completion will be (Increased): 0

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	Edward Kubalcaba *Contractor*	11/10/26 (Date)
Recommended	*Engineer*	11/10/2026 (Date)
Accepted	*District Manager*	11/12/26 (Date)

ORDER NO.	1
DATE	10/27/2026
STATE	CA
COUNTY	FRESNO
Y&H #	25-157

CONTRACT CHANGE ORDER

CONTRACT FOR MALAGA WWTP SCREW PUMP REPLACEMENT PROJECT

CDBG PROJECT # CBDG 24-451

OWNER MALAGA COUNTY WATER DISTRICT

TO: AMERICAN INC.
CONTRACTOR

Original Contract Amount:	$167,500.00
New Contract Amount	$182,863.80
Change Order Amount	$15,363.80
Original Contract Time:	150
Revised Contract Time:	150
Original Contract Completion Date:	12/16/2026

Change Order Item Scope of Work Description

CHANGE ORDER 01

1.1 Additional Bypass Rental & Maintenance Costs Due to Project Delays

The contractor shall provide and maintain the bypass equipment including fuel and labor to keep the bypass in operation until the start-up, testing, and operation of the pump is accepted by the Engineer. The contractor submitted the cost proposal for the additional cost to maintain the bypass until the pump was accepted by the Engineer on 09/25/2026 in the amount of $20,363.80. The contractor shall be paid the lump sum amount of $20,363.80 per the estimate attached.

1.2 Lakeside Trip Charge for Additional Inspection

The contractor is responsible for the additional cost incurred due to failure of passing final inspection with the equipment manufacturer and shall reimburse the District. The equipment manufacturer submitted a cost estimate in the amount of $5,000.00 to re-mobilize and inspect the equipment for final inspection and installation acceptance. The contract amount shall be reduced by the lump sum amount of $5,000.00. The District will use the $5,000 credit from American Inc to pay Lakeside, the equipment manufacturer.

CSLB No. 292529
DIR No. 1000000369
www.aminc.com

American Inc. (General Construction Group)
1345 N. American St.
Visalia, CA 93291
(559) 651-1776

Change Order No. 1 | **Revision 1** | **October 09, 2026**

Customer		**Prepared By**	
Attention:	Sheldon Maag	**From:**	Edward Rubalcaba
Company:	Yamabe and Horn Engineering, Inc.	**Title:**	Project Manager
Email:	smaag@yhmail.com	**Email:**	erubalcaba@aminc.com
Phone:	559-244-3123	**Phone:**	559-805-3568

Project Name: Screw Pump Replacement PCO #1

Project Location: Malaga WWTP

American Inc. is submitting the following change order request for additional costs incurred during completion of the Screw Pump Replacement project.

Description

Change Order Request – Screw Pump Replacement, Malaga WWTP
This change order request is for additional costs incurred by American Inc. during completion of the Screw Pump Replacement project at Malaga WWTP. Grout removal and reinstallation were included in American Inc.'s original scope; however, the sheaves and belts required to complete the associated installation were not included in Lakeside's original scope.
Lakeside subsequently issued a change order and furnished the required sheaves and belts. The resulting delay extended the project duration by additional weeks and required the bypass system to remain in service longer than originally anticipated. This change order includes the resulting extended bypass rental costs, and diagnostic work performed on the grease lines serving Screw Pumps No. 2 and No. 3.
The work has been completed, and this change order is being submitted as part of project closeout. Pricing includes applicable California prevailing-wage labor requirements.

Specific Inclusions

1.0 Extended bypass system rental resulting from delayed receipt of the required sheaves and belts.
2.0 Applicable prevailing-wage labor associated with the additional work and extended project duration.

Specific Exclusions

1.0 Permits and fees.
2.0 Weekend, nighttime, and/or holiday work.

Clarifications

1.0 The work associated with this change order has been completed and the associated costs have been incurred. This proposal is being submitted during project closeout for incorporation into the final contract value.

Change Order Price

Description	Amount
Lump Sum Change Order Price	**$20,363.80**

CSLB No. 292529
DIR No. 1000000369
www.aminc.com

American Inc. (General Construction Group)
1345 N. American St.
Visalia, CA 93291
(559) 651-1776

Change Order No. 1	**Revision 1**	**October 09, 2026**

We look forward to partnering with you and your team. If you have any questions regarding this change order please contact the following individual(s) in our office:

Edward Rubalcaba
559-805-3568
American Inc. (General Construction Group)

Approval

Signature:	Sonia Hall	**Signature:**	
Name (Print):	Sonia Hall	**Name (Print):**	Edward Rubalcaba
Title:	General Mngr.	**Title:**	Project Manager
Date:	11-10-26	**Date:**	October 09, 2026

All material is guaranteed to be as specified. All work to be completed in a 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, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. This change order is valid for fifteen (15) days.

CSLB No. 292529
DIR No. 1000000369
www.aminc.com

American Inc. (General Construction Group)
1345 N. American St.
Visalia, CA 93291
(559) 651-1776

Change Order No. 1 | **Revision 1** | **October 09, 2026**

Cost Breakdown

Item	Description	Labor	Material	Equipment	Tax	Total
1	Extended bypass system rental resulting from delayed receipt of the required sheaves and belts.	0.00	0.00	18,000.00	1,503.00	19,503.00
2	Applicable prevailing-wage labor associated with the additional work and extended project duration.	860.80	0.00	0.00	0.00	860.80

Labor Total (non-taxed):	$860.80
Material Total:	$0.00
Equipment Total:	$18,000.00
Tax (8.35%):	$1,503.00
Total Including Tax:	**$20,363.80**

Malaga WWTP Screw Pump Replacement

ID	Task Name	Duration	Start	Finish	Resource Names
1					
2	**Pre Construction**	**42 days**	**Thu 5/14/26**	**Fri 7/10/26**	
7	**Construction (site Activity)**	**31 days**	**Tue 6/30/26**	**Tue 8/11/26**	**AMERICAN**
8	Crew arrives to site	1 day	Mon 7/20/26	Mon 7/20/26	AMERICAN
9	Office Container Set Up	1 day	Mon 7/20/26	Mon 7/20/26	AMERICAN
10	Material inspection	1 day	Mon 7/20/26	Mon 7/20/26	AMERICAN
11	Labor Safety Posters Installed	1 day	Mon 7/20/26	Mon 7/20/26	AMERICAN
12	Job walk	1 day	Mon 7/20/26	Mon 7/20/26	AMERICAN
13	Lock out review	1 day	Mon 7/20/26	Mon 7/20/26	AMERICAN
14	Install Bypass	2 days	Tue 7/21/26	Wed 7/22/26	Rain for rent
15	Lock out/Tag out	2 days	Tue 7/21/26	Wed 7/22/26	AMERICAN
16	Electrical unwiring	2 days	Tue 7/21/26	Wed 7/22/26	AMINC Electrician
17	Begin demo (grease lines and deflector plates)	2 days	Tue 7/21/26	Wed 7/22/26	AMERICAN
18	Power wash Work area	1 day	Wed 7/22/26	Wed 7/22/26	AMERICAN
19	Jameson Crane on site	1 day	Thu 7/23/26	Thu 7/23/26	Jameson Hydrocrane
20	Auger removal	1 day	Thu 7/23/26	Thu 7/23/26	AMERICAN
21	Grout Removal	1 day	Fri 7/24/26	Fri 7/24/26	AMERICAN
22	Pressure wash	1 day	Fri 7/24/26	Fri 7/24/26	AMERICAN
23	Base evaluation	1 day	Fri 7/24/26	Fri 7/24/26	AMERICAN,Lakeside,Malaga
24	Old parts removed from site	1 day	Fri 7/24/26	Fri 7/24/26	AMERICAN
25	Clean up	1 day	Fri 7/24/26	Fri 7/24/26	AMERICAN
26	Install new guards	2 days	Mon 7/27/26	Tue 7/28/26	AMERICAN
27	Check Auger dimensions for new fit	2 days	Tue 7/28/26	Wed 7/29/26	AMERICAN
28	Review drive shaft/gearbox requirements	2 days	Tue 6/30/26	Wed 7/1/26	AMERICAN
29	Jameson crane on site	1 day	Wed 7/29/26	Wed 7/29/26	Jameson Hydrocrane
30	Set new auger Assembly	1 day	Wed 7/29/26	Wed 7/29/26	AMERICAN
31	Wire new pump	1 day	Thu 7/30/26	Thu 7/30/26	AMINC Electrician
32	Welding of auger screed	2 days	Thu 7/30/26	Fri 7/31/26	AMERICAN
33	Inspection and review of assembly	1 day	Mon 8/3/26	Mon 8/3/26	Lakeside
34	Lakeside Tech on site for grout/start up	1 day	Tue 8/4/26	Tue 8/4/26	AMINC Electrician
35	Bypass removal	1 day	Wed 8/5/26	Wed 8/5/26	Rain for rent
36	Equipment Removal from site	1 day	Fri 8/7/26	Fri 8/7/26	United
37	Plant testing and acceptance period	5 days	Wed 8/5/26	Tue 8/11/26	Malaga
38	Project Completion	1 day	Tue 8/11/26	Tue 8/11/26	

SHAPE
INCORPORATED
– a UFT Company –

SANITATION • HYDRAULIC • AND PROCESSING EQUIPMENT

PLEASANTON	SACRAMENTO	STOCKTON
3825 Hopyard Road #195 Pleasanton, CA 94588 Phone (925) 485-9720	2356 Gold Meadow Way #270 Gold River, CA 95670 Phone (916) 309-4132	2109 Arch Airport Rd, Ste 300, Stockton, CA 95206 Phone (209) 234-5909

QUOTATION

TO:	*	**DATE:**	10-12-2026
		QUOTE #:	147724
		DESC:	
		JOB:	Malaga WWTF - Lakeside Open Screw Pump 30-inch
		LOCATION:	
ATTN:	*	**PHONE:**	
		EMAIL:	

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.

☒ F.O.B. FACTORY
☐ F.F.A. TO FIRST DESTINATION

Line #	Qty	Item	Price
01	1	Additional Day of Startup	
		Total for Above Equipment:	**$5,000.00**

(Tax Rate 0.000%) Total Tax:	**$0.00**
Grand Total:	**$5,000.00**

Notes:

1. QUOTE IS VALID FOR 45 DAYS, See attached TOCs for details
2. Price DOES NOT INCLUDE ANY APPLICABLE TAXES
3. Price INCLUDES Freight: F.F.A.
4. Price does not include: installation, equipment unloading, pipe, conduit, anchor bolts, guide bars/rails or any other items not listed.
5. *ESTIMATED* EQUIPMENT LEAD TIME:

SHAPE, INC.
Jakob Daoust - jdaoust@shapecal.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

APPROVED FOR OCT. 20TH 2026: Edward Rubalcaba

Edward Rubalcaba - erubalcaba@aminc.com

10/15/2026
DATE

Malaga County Water District

10/19/26
DATE

SHAPE STANDARD TERMS AND CONDITIONS

1

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions.
Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. DAMAGE CLAIMS: Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released.. RETURNED PRODUCTS: In no instance is equipment to be returned without first obtaining SELLERS written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.

b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.

c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation**. Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR

SHAPE STANDARD TERMS AND CONDITIONS

ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnity SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above $1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

ATTACHMENT 3

Notice of Completion

WHEN RECORDED RETURN TO:
AND RECORDING REQUESTED BY:
Malaga County Water District
3580 S. Frank Ave.
Fresno, CA 93725

NOTICE OF COMPLETION
OF PUBLIC WORK BY MALAGA COUNTY WATER DISTRICT

WWTP Screw Pump Replacement Project – CDBG Project No. 24451

The Malaga County Water District, special services district, hereby gives notice that a certain work of improvement was completed on November 1, 2026 and has been accepted by the Board of Directors of the Malaga County Water District on November 17, 2026; that said work consisted of the following:

> The replacement of one of the wastewater influent screw pumps and associated work at the District's Wastewater Treatment Facility at 3749 S. Maple, Fresno, CA 93725, within the Malaga County Water District.

The contractor that completed said work was American Incorporated. and that the name of the surety for said contractor was Travelers Casualty and Surety Company of America.

MALAGA COUNTY WATER DISTRICT
a special services district

_____
Joshua D. Rogers, District CDBG Engineer

I, the undersigned say: I am the person who signed the signed notice. I have read the above notice and know its contents, and the facts stated therein are true by my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Fresno, California, this 17th day of November, 2026.

_____
Joshua D. Rogers, District CDBG Engineer