



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, November 12, 2019 at 6:00PM

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

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

1. Call to Order:

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

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

4. Old Business:

5. New Business:

- a. **Resolution No. 11-12-2019.** A resolution re-approving the application for statewide park development and community revitalization program grant funds

Recommended action: to approve Resolution No. 11-12-2019 as presented or amended.

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

- b. **Industrial Pretreatment Program.** The RWQCB completed a Pretreatment Compliance Inspection of the Malaga County Water District facilities in June 2019. The RWQCB sent an Inspection Summary Report to the District in late September 2019. The report included the requirement for the MCWD to submit a workplan and implementation schedule to address required actions by November 8, 2019. The MCWD requested an extension of that date to November 15 to allow the MCWD Board to review and approve the workplan and schedule. A draft workplan and schedule is attached for review.

Recommended Action: Approve the workplan and schedule, with any modifications the Board deems appropriate. Authorize the Manager to send the workplan and schedule to the RWQCB by November 15, 2019. Authorize the Manager to implement the items in the workplan and schedule.

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

- c. **WWTF Clarifier.** Three quotes have been submitted for parts to repair clarifier #2. The first quote is from Viking Chains for \$62,000.00 with the stainless steel chain option and the second quote is \$51,000.00 for the non-metallic chain option (plastic). Quotes exclude taxes. Double J Enterprises submitted their quote for \$67,940.00 which includes the non-metallic option and shipping. MTB Water Systems & Services submitted their quote for \$58,500.00 which includes field services and estimated freight. No sales tax is included in their quote.

Recommended action: to approve a quote as presented or amended to purchase the parts for repairs of clarifier #2.

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

- d. **ACWA Region 6 Board of Director Nomination.** To nominate Jennifer Ahl as the new ACWA Region 6 Board of Director to take the place of previous General Manager, James D. Anderson.

Recommended action: To nominate Jennifer Ahl and to replace James D. Anderson as the ACWA Region 6 Board of Directors.

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

- e. **Recreation Event.** Potential plans to hold an educational event for the community and Rio Bravo. Presenters would include Rio Bravo representatives, GM Jennifer Ahl and Environmental Compliance Inspector Jody Swacker.

For information and discussion.

6. Recreation Reports: To be submitted at the meeting.

7. Engineer Reports:

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

8. General Manager's Report:

- a. Employee of the Month
- b. Malaga Incorporation Plan meeting
- c. Self Help Credit Union with Fresno Mayor
- d. Department reports
 - 1. Illegal truck wash reported by Environmental Compliance Inspector Jody Swacker. Fresno County has been notified.

9. President's Report:

10. Vice President's Report:

11. Director's Reports:

12. Legal Counsel Report:

13. Communications:

- a. Written Communications:
- b. Public Comment:

14. 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 October 22, 2019.
- b. Financial Statements and Account Payable reports.

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

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

15. Closed Session:

- a. Personnel: Employment Evaluation; Position: General Manager (Government Code Section 54957(b).)

16. Adjournment:

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

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of November 12, 2019 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 11/08/2019.

Norma Melendez

Norma Melendez, District Clerk

RESOLUTION NO. 11-12-2019

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA
COUNTY WATER DISTRICT RE-APPROVING THE APPLICATION FOR
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful applicants will enter into a contract the State of California to complete the Grant Scope Project;

WHEREAS, the Board of Directors of the Malaga County Water District ("District") approved the submission of the Malaga Park Project application and designated Jennifer Ahl as the person authorized by the District to conduct negotiations and sign all documents which may be necessary for the completion of the Grant Scope by resolution number 08-01-2019; and

WHEREAS, the Board of Directors of the Malaga County Water District desires to change the authorized person of the District from James D. Anderson to the position of General Manager as set forth below.

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

APPROVES THE FILING OF AN APPLICATION FOR THE MALAGA PARK PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the Project included in this Application, the sufficient funds to complete the Project; and
2. Certifies that if the Project is awarded, the Applicant has or will have sufficient funds to operate and maintain the Project; and
3. Certifies that the Applicant has reviewed, understands and agrees to the general provisions contained in the Contract shown in the Grant Administration Guide; and

4. Delegates the authority to the Districts General Manager to conduct all negotiations, sign and submit all documents, including, but not limited to, application, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with applicable Federal, State and local laws, ordinances, rules, regulations and guidelines; and

6. Will consider promoting inclusion per Public Resources Code §80001(b)(8)(A-G).

* * * * *

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 12th day of November 2019, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, Jr., President
Malaga County Water District

ATTEST:

Jennifer Ahl, General Manager
Secretary of the Board of Directors
Malaga County Water District

VIKING CHAINS - ENVIRO DIVISION A DIVISION OF CONNEXUS INDUSTRIES INC.

Langley CAD HQ
27474 Gloucester Way
Langley, BC V4W 4A1
Tel: 604-882 1602
Fax: 604-882 1603
Toll-free: 1-800-324-1244

Quebec Branch
1892 1^e Ere rue
St. Romuald, QC G6W 5M6
Tel: 418-834 5116
Fax: 418-834 5901
Toll-free: 1-888-650-6090

Atlanta Branch
3411 Novis Pointe
Acworth, GA 30101-6639
Tel: 678-797 0777
Fax: 678 797 5554
Toll-free: 1-877-941-1500

Portland USA HQ
4270 NW Yeon Avenue
Portland, OR 97210
Tel: 503 222 9992
Fax: 503 222 0073

RE: Parts Quote – Non Metallic Chain Option

Date : November 1, 2019
Pages : 1

To : Simon Morris
Company : JBI Water & Wastewater Equipment
Fax Number :

From : Scott Davies
Email: sdavies@cnxsind.com

Viking Chains Enviro Division is pleased to submit the following proposal to furnish equipment for the following:

One (1) - 3-Shaft Longitudinal Chain and Flight Collector approximately 54' long x 20'-5" wide x 13'-2" deep

Components Included

Longitudinal Collectors

1. VC720NM Viking Non Metallic Collector Chain c/w F228 attachment every 10 feet
2. 3" x 8" C Channel Fiberglass Flights
3. 8" Filler Blocks
4. Repro UHMW Carry Wear Shoes
5. Repro UHMW Return Wear Shoes
6. 316SS Flight Mounting Hardware sets
7. VC720-23T Head Shaft Sprockets, 22.21" PD, Split, Chain Saver Rim, Nylon 6 Material, Keyway and 2 Set Screws, 316SS Hardware
8. VC720-17T Idler Shaft Sprockets, 16.59" PD, Split, Chain Saver Rim, Nylon 6 Material, c/w UHMW Static Sleeve Bushing, 316SS Hardware
9. Cast Nylon 6 Stub Shafts
10. C1045 Steel Head Shaft c/w Keyways and Keys
11. Non Metallic Set Collars
12. Cast Iron Peak Cap Wall Bearing, UHMW Insert
13. 3/8" thick x 2 5/8" wide x 120" long Repro UHMW Wear Strip
14. 3/8" thick x 3" x 3" Fiberglass Return Rail
15. Fiberglass Return Rail Wall Bracket

16. 316SS Floor and Return Rail Wear Strip Hardware Sets
17. VC78NM Viking Non Metallic Drive Chain
18. VC78-11T Shear Pin Sprocket Assembly, 9.26" PD, 316 Stainless Steel Hub, Nylon 6 Sprocket Rim, 304SS Hardware, Keyway and 2 Set Screws, c/w Nylon Trip Pin
19. VC78-40T Dished Offset Sprocket, 33.25" PD, Split, 75D Urethane Body, Repro UHMW Segmental Sprocket Rim, Keyway and 2 Set Screws, 316SS Hardware
20. Drive Unit c/w Reducer
21. Limit Switch and Bracket
22. Non Metallic Take Up Assembly for Drive Chain
23. Metal Guard to cover drive chain and sprockets above operating platform
24. Metal Gear Box Base
25. 316SS Anchor Bolts for wall bearings, stub shafts, wall brackets chain guards, gear box base, take up assembly and limit switch bracket

General Exclusions

1. Foundations and seismic calculations
2. Installation of equipment and anchor system
3. Independent Inspectors
4. Installation of foundation bolts
5. Field paint and painting, touch up painting, finish painting or finish coatings
6. All shim stock, grout and grouting
7. Any electrical components or controls not shown in **Components Included** section or this proposal
8. All electrical conduit, wire, fittings or boxes
9. All electrical services
10. Lubrication lines from bearing to the deck
11. All gear motor oil, bearing grease, or other lubricants
12. Unloading, erection and storage of equipment
13. Any component shown or described on a drawing and not included in the Components Included section of this proposal will be considered to be supplied by others
14. Any material or service not shown in this proposal
15. Control Panels
16. Tools for Work on Equipment
17. Baffle
18. Pipe and Piping
19. Valves
20. Handrails
21. Grates
22. Grating
23. Weirs
24. T-Rails

Field Services

Manufactures field service technician to assist in: Installation Inspection, Start Up Inspection.. All field services to be scheduled a minimum two (2) weeks prior to the date when the technician is required on site. This proposal includes One (1) trip, with a maximum of (1) Man Day on Site. Additional days requested by the district can be provided at the per diem rate of \$850.00 per day plus travel expenses. Credit is not

provided if the field service isn't used. A Man Day is considered a normal 8 hour working day, 8:30am to 4:30pm Monday to Friday (excluding holidays).

Warranty

Viking Chains Enviro Division a Division of Connexus Industries Inc. warrants that the equipment supplied for this job will be free from defects in material and workmanship under normal use and service for a period of one (1) year from date of certification from a Viking Representative or Eighteen (18) months after the equipment is shipped.

Whichever comes first. Viking Chains Enviro Divisions sole obligation under this warranty shall be to repair or replace any defective product or part which is returned. This warranty shall not apply to any product or part which has been subjected to misuse, negligence or accident. Viking Chains Enviro Division shall not be responsible for any special or consequential damages. Under no circumstances will our liability exceed the purchase price of the product furnished by us.

Delivery

Initial general arrangement drawings will be furnished approximately 6-8 weeks after (1) receipt of your written order (provided the order is not contingent on award), (2) receipt of all plans, drawings and specifications, including addenda and (3) receipt of all field tank measurements. Equipment delivery will be approximately 10-12 weeks after final submittal approval and receipt of approved submittal.

Freight

Freight will be included to the jobsite from point of manufacture. Shipment will be made by such routing so as to incur the lowest available transportation costs. All premium rate shipping services such as (air or rail), air freight, flat deck truck etc. will be utilized when the customer so specifies and necessary extra charges will be added to our invoice to cover those premium services. All customer specified premium rate shipment (such as express air or UPS air) will be shipped freight collect or third party billed. Services necessary to provide such express shipments i.e. airport delivery, special packaging, etc. will be added to our invoice

Terms

Net 30 Days from the date of invoice for value of material shipped (or as ready for shipment if you are not ready to receive it)

Pricing

Total Price

\$51,000.00 USD + Taxes

Deduct \$6,432.00USD if you don't need the Drive Unit, Limit Switch, Limit Switch Bracket, Chain Guard and Gear Box Base

No Taxes are included in the above price

This proposal is subject to revision if not accepted within 30 days

- Connexus Industries inc. terms and conditions of sale are attached to this proposal. If you did not receive them please call us for a copy

Thanks for giving us the opportunity to submit this proposal. If you have any questions or comments please don't hesitate to contact me.

Regards

Scott Davies
Viking Chains Enviro Division – Sales Manager

**VIKING CHAINS - ENVIRO DIVISION
A DIVISION OF CONNEXUS INDUSTRIES INC.**

Langley CAD HQ
27474 Gloucester Way
Langley, BC V4W 4A1
Tel: 604-882 1602
Fax: 604-882 1603
Toll-free: 1-800-324-1244

Quebec Branch
1892 1^e Ere rue
St. Romuald, QC G6W 5M6
Tel: 418-834 5116
Fax: 418-834 5901
Toll-free: 1-888-650-6090

Atlanta Branch
3411 Novis Pointe
Acworth, GA 30101-6639
Tel: 678-797 0777
Fax: 678 797 5554
Toll-free: 1-877-941-1500

Portland USA HQ
4270 NW Yeon Avenue
Portland, OR 97210
Tel: 503 222 9992
Fax: 503 222 0073

**RE: Parts Quote – Stainless Steel Chain
Option**

Date : November 1, 2019
Pages : 1

To : Simon Morris
Company : JBI Water & Wastewater Equipment
Fax Number :

From : Scott Davies
Email: sdavies@cnxsind.com

Viking Chains Enviro Division is pleased to submit the following proposal to furnish equipment for the following:

One (1) - 3-Shaft Longitudinal Chain and Flight Collector approximately 54' long x 20'-5" wide x 13'-2" deep

Components Included

Longitudinal Collectors

1. VCSS700 Viking 403SS Collector Chain c/w F228 attachment every 10 feet
2. 3" x 8" C Channel Fiberglass Flights
3. 8" Filler Blocks
4. Repro UHMW Carry Wear Shoes
5. Repro UHMW Return Wear Shoes
6. 316SS Flight Mounting Hardware sets
7. VCSS700-23T Head Shaft Sprockets, 22.21" PD, Split, Chain Saver Rim, Nylon 6 Material, Keyway and 2 Set Screws, 316SS Hardware
8. VCSS700-17T Idler Shaft Sprockets, 16.59" PD, Split, Chain Saver Rim, Nylon 6 Material, c/w UHMW Static Sleeve Bushing, 316SS Hardware
9. Cast Nylon 6 Stub Shafts
10. C1045 Steel Head Shaft c/w Keyways and Keys
11. Non Metallic Set Collars
12. Cast Iron Peak Cap Wall Bearing, UHMW Insert
13. 3/8" thick x 2 5/8" wide x 120" long Repro UHMW Wear Strip

14. 3/8" thick x 3" x 3" 304SS Return Rail
15. 304SS Return Rail Wall Bracket
16. 316SS Floor and Return Rail Wear Strip Hardware Sets
17. VC78SS Viking 403SS Drive Chain
18. VC78-11T Shear Pin Sprocket Assembly, 9.26" PD, 316 Stainless Steel Hub, Nylon 6 Sprocket Rim, 304SS Hardware, Keyway and 2 Set Screws, c/w Nylon Trip Pin
19. VC78-40T Dished Offset Sprocket, 33.25" PD, Split, 75D Urethane Body, Repro UHMW Segmental Sprocket Rim, Keyway and 2 Set Screws, 316SS Hardware
20. Drive Unit c/w Reducer
21. Limit Switch and Bracket
22. Non Metallic Take Up Assembly for Drive Chain
23. Metal Guard to cover drive chain and sprockets above operating platform
24. Metal Gear Box Base
25. 316SS Anchor Bolts for wall bearings, stub shafts, wall brackets chain guards, gear box base, take up assembly and limit switch bracket

General Exclusions

1. Foundations and seismic calculations
2. Installation of equipment and anchor system
3. Independent Inspectors
4. Installation of foundation bolts
5. Field paint and painting, touch up painting, finish painting or finish coatings
6. All shim stock, grout and grouting
7. Any electrical components or controls not shown in **Components Included** section or this proposal
8. All electrical conduit, wire, fittings or boxes
9. All electrical services
10. Lubrication lines from bearing to the deck
11. All gear motor oil, bearing grease, or other lubricants
12. Unloading, erection and storage of equipment
13. Any component shown or described on a drawing and not included in the Components Included section of this proposal will be considered to be supplied by others
14. Any material or service not shown in this proposal
15. Control Panels
16. Tools for Work on Equipment
17. Baffle
18. Pipe and Piping
19. Valves
20. Handrails
21. Grates
22. Grating
23. Weirs
24. T-Rails

Field Services

Manufactures field service technician to assist in: Installation Inspection, Start Up Inspection.. All field services to be scheduled a minimum two (2) weeks prior to the date when the technician is required on site. This proposal includes One (1) trip, with a maximum of (1) Man Day on Site. Additional days requested by the district can be

provided at the per diem rate of \$850.00 per day plus travel expenses. Credit is not provided if the field service isn't used. A Man Day is considered a normal 8 hour working day, 8:30am to 4:30pm Monday to Friday (excluding holidays).

Warranty

Viking Chains Enviro Division a Division of Connexus Industries Inc. warrants that the equipment supplied for this job will be free from defects in material and workmanship under normal use and service for a period of one (1) year from date of certification from a Viking Representative or Eighteen (18) months after the equipment is shipped.

Whichever comes first. Viking Chains Enviro Divisions sole obligation under this warranty shall be to repair or replace any defective product or part which is returned. This warranty shall not apply to any product or part which has been subjected to misuse, negligence or accident. Viking Chains Enviro Division shall not be responsible for any special or consequential damages. Under no circumstances will our liability exceed the purchase price of the product furnished by us.

Delivery

Initial general arrangement drawings will be furnished approximately 6-8 weeks after (1) receipt of your written order (provided the order is not contingent on award), (2) receipt of all plans, drawings and specifications, including addenda and (3) receipt of all field tank measurements. Equipment delivery will be approximately 10-12 weeks after final submittal approval and receipt of approved submittal.

Freight

Freight will be included to the jobsite from point of manufacture. Shipment will be made by such routing so as to incur the lowest available transportation costs. All premium rate shipping services such as (air or rail), air freight, flat deck truck etc. will be utilized when the customer so specifies and necessary extra charges will be added to our invoice to cover those premium services. All customer specified premium rate shipment (such as express air or UPS air) will be shipped freight collect or third party billed. Services necessary to provide such express shipments i.e. airport delivery, special packaging, etc. will be added to our invoice

Terms

Net 30 Days from the date of invoice for value of material shipped (or as ready for shipment if you are not ready to receive it)

Pricing

Total Price

\$62,000.00 USD + Taxes

Deduct \$6,432.00USD if you don't need the Drive Unit, Limit Switch, Limit Switch Bracket, Chain Guard and Gear Box Base

No Taxes are included in the above price

This proposal is subject to revision if not accepted within 30 days

- Connexus Industries inc. terms and conditions of sale are attached to this proposal. If you did not receive them please call us for a copy

Thanks for giving us the opportunity to submit this proposal. If you have any questions or comments please don't hesitate to contact me.

Regards

Scott Davies
Viking Chains Enviro Division – Sales Manager

item 5.c.

(916) 939-0728 FAX (916) 939-0276

2299 Loch Way – El Dorado Hills, California 95762



TO: Burt Siverling
Malaga CWD

From: Mike Brunelle
mtbh2o@aol.com

Subject: Clarifier #2 Repair

Date: October 25th 2019

Burt,

Our quotation for clarifier parts for your facility is below, please let me know if any questions.

One (1) - 3-Shaft Longitudinal Chain and Flight Collector approximately 54' long x 20'-5" wide x 13'-2" deep

Components Included

Longitudinal Collectors

1. VC720NM Non-Metallic Collector Chain c/w F228 attachment every 10 feet
2. 3" x 8" C Channel Fiberglass Flights
3. 8" Filler Blocks
4. Repro UHMW Carry Wear Shoes
5. Repro UHMW Return Wear Shoes
6. 316SS Flight Mounting Hardware sets
7. VC720-23T Head Shaft Sprockets, 22.21" PD, Split, Chain Saver Rim, Nylon 6 Material, Keyway and 2 Set Screws, 316SS Hardware
8. VC720-17T Idler Shaft Sprockets, 16.59" PD, Split, Chain Saver Rim, Nylon 6 Material, c/w UHMW Static Sleeve Bushing, 316SS Hardware
9. Cast Nylon 6 Stub Shafts
10. C1045 Steel Head Shaft c/w Keyways and Keys
11. Non-Metallic Set Collars
12. Cast Iron Peak Cap Wall Bearing, UHMW Insert
13. 3/8" thick x 2 5/8" wide x 120" long Repro UHMW Wear Strip
14. 3/8" thick x 3" x 3" Fiberglass Return Rail
15. Fiberglass Return Rail Wall Bracket
16. 316SS Floor and Return Rail Wear Strip Hardware Sets

17. VC78NM Non-Metallic Drive Chain
18. VC78-11T Shear Pin Sprocket Assembly, 9.26" PD, 316 Stainless Steel Hub, Nylon 6 Sprocket Rim, 304SS Hardware, Keyway and 2 Set Screws, c/w Nylon Trip Pin
19. VC78-40T Dished Offset Sprocket, 33.25" PD, Split, 75D Urethane Body, Repro UHMW Segmental Sprocket Rim, Keyway and 2 Set Screws, 316SS Hardware
20. Drive Unit c/w Reducer
21. Limit Switch and Bracket
22. Non-Metallic Take Up Assembly for Drive Chain
23. Metal Guard to cover drive chain and sprockets above operating platform
24. Metal Gear Box Base
25. 316SS Anchor Bolts for wall bearings, stub shafts, wall brackets chain guards, gear box base, take up assembly and limit switch bracket

General Exclusions

1. Foundations and seismic calculations
2. Installation of equipment and anchor system
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6. All shim stock, grout and grouting
7. Any electrical components or controls not shown in **Components Included** section or this proposal
8. All electrical conduit, wire, fittings or boxes
9. All electrical services
10. Lubrication lines from bearing to the deck
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12. Unloading, erection and storage of equipment
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14. Any material or service not shown in this proposal
15. Control Panels
16. Tools for Work on Equipment
17. Baffle
18. Pipe and Piping
19. Valves

- 20. Handrails
- 21. Grates
- 22. Grating
- 23. Weirs
- 24. T-Rails

Field Services

Manufactures field service technician to assist in: Installation Inspection, Start Up Inspection. All field services to be scheduled a minimum two (2) weeks prior to the date when the technician is required on site. This proposal includes One (1) trip, with a maximum of (1) Man Day on Site. Additional days requested by the district can be provided at the per diem rate of \$850.00 per day plus travel expenses. Credit is not provided if the field service isn't used. A Man Day is considered a normal 8 hour working day, 8:30am to 4:30pm Monday to Friday (excluding holidays).

Commercial Terms Summary:

- 1. Price Valid For 60 Days
- 2. Payment Terms: Net 30
- 3. Freight: FOB factory, full freight allowed
- 4. *Submittals: 6-8 weeks after acceptance of order
- 5. *Shipment: 10-12 weeks after acceptance of order or customer's written approval and release for production

** Note: lead times are estimates based on the current engineering and production work load at the time of bid. Actual lead times may vary based on the workloads at the time of order and release for production – consult factory at time for order and release for production to confirm lead times.*

Equipment Price:	\$58,500
Field Services:	Inc.
Estimated Freight:	Inc.

Estimated Total Price: \$58,500
No Sales Tax included.

Mike Brunelle
MTB Water Systems & Service
Manufacturer's Representative
mtbh2o@aol.com



Post Office Box 4175
Paradise, Ca 95967
530-877-7444
jj@doublejent.com

Date: 10/30/2019
SO # 20418A
Expiration Date:
11/16/2019

Malaga CWD
Burt Siverling
[Phone]
Customer ID Malaga

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
JJ Jeffries	Clarifier #2	Delivery to site			Due on receipt	

Qty	Item #	Description	Unit Price	Line Total
1	Lot	VC720NM Non-Metallic Collector Chain c/w F228 attachment every 10 feet 3" x 8" C Channel Fiberglass Flights 8" Filler Blocks Repro UHMW Carry Wear Shoes Repro UHMW Return Wear Shoes 316SS Flight Mounting Hardware sets VC720-23T Head Shaft Sprockets, 22.21" PD, Split, Chain Saver Rim, Nylon 6 Material, Keyway and 2 Set Screws, 316SS Hardware VC720-17T Idler Shaft Sprockets, 16.59" PD, Split, Chain Saver Rim, Nylon 6 Material, c/w UHMW Static Sleeve Bushing, 316SS Hardware Cast Nylon 6 Stub Shafts C1045 Steel Head Shaft c/w Keyways and Keys Non-Metallic Set Collars Cast Iron Peak Cap Wall Bearing, UHMW Insert		
		3/8" thick x 2 5/8" wide x 120" long Repro UHMW Wear Strip 3/8" thick x 3" x 3" Fiberglass Return Rail Fiberglass Return Rail Wall Bracket 316SS Floor and Return Rail Wear Strip Hardware Sets VC78NM Non-Metallic Drive Chain VC78-11T Shear Pin Sprocket Assembly, 9.26" PD, 316 Stainless Steel Hub, Nylon 6 Sprocket Rim, 304SS Hardware, Keyway and 2 Set Screws, c/w Nylon Trip Pin		

VC78-40T Dished Offset Sprocket, 33.25" PD, Split, 75D Urethane Body, Repro UHMW Segmental Sprocket Rim, Keyway and 2 Set Screws, 316SS Hardware

Drive Unit c/w Reducer

Limit Switch and Bracket

Non-Metallic Take Up Assembly for Drive Chain

Metal Guard to cover drive chain and sprockets above operating platform

Metal Gear Box Base

316SS Anchor Bolts for wall bearings, stub shafts, wall brackets chain guards, gear box base, take up assembly and limit switch bracket

Quote for equipment only, specifically listed. No installation.

Sub Total	\$64,540.00
Tax	0
Shipping	\$3400.00
Total	

Quotation prepared by: jj jeffries

\$67,940.⁰⁰

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!

Double J Enterprises

TERMS AND CONDITIONS

1. Sales:

All sales are expressly conditional on Buyer's agreement to the standard terms and conditions herein. Any of the terms and provisions of Buyer's order which are inconsistent with or in addition to the terms and conditions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after Buyer's receipt hereof, acceptance of the terms and conditions hereof by Buyer shall be indicated, and, in the absence of such notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof.

2. Warranties:

The goods sold by Seller are products of recognized manufacturers sold under their respective brand or trade names in accordance with their terms and conditions. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material, design, or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole obligation of Seller. Except as to title, SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. Seller shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, liquidated, or consequential damages to persons or property arising out of or connected with the transactions contemplated hereby or the design, manufacture, subsequent sale or use of the goods, including, but not limited to, loss of profit or revenues, loss of use of the products, or any associated equipment, cost of capital, cost of substitute products, facilities, service or replacement power, down time costs, or claims of Buyer's customers for such damages. Seller's maximum cumulative liability relative to all other claims and liabilities, including that with respect to direct damages and obligations under any indemnity, whether or not insured, will not exceed the cost of the goods or services giving rise to the claim of liability. Seller disclaims all liability relative to gratuitous information or services provided by, but not required of seller hereunder. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall indemnify and defend Seller and its suppliers against any such damages.

3. Delivery, Title and Risk of Loss:

Delivery dates are approximate and based upon receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title and risk of loss or damage will pass F.O.B. point of shipment to Buyer and each shipment or delivery shall be considered a separate and independent transaction.

4. Excusable Delays:

Seller will notify Buyer promptly of any material delay and will specify the revised delivery as soon as practicable. Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, governmental priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or car shortages, or inability, on account of causes beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities, or any other cause beyond Seller's reasonable control. In the event of any such delay there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by the reason of the delay.

5. Returns:

Merchandise is not returnable without the written consent of Seller. Requests for permission to return must be made within thirty days after receipt of shipment. Seller will assign an authorized number for approved returns which must appear on both the customer's shipping container and the related debit memo. Only current items in their original cartons standard package quantities are subject to return. All unauthorized returns will be sent back to Buyer at Buyer's expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth on the return authorization form. Credit will be issued, less any transportation charges and service charges, to cover handling, inspection, counting, repacking, etc.

6. Payments and Financial Conditions:

Unless otherwise provided, deduct percentage cash discount shown in C/D column from total due (which is intended to include sales tax, if any is charged) if paid by the 10th of the month following purchase, otherwise net payment is due by the 15th of the month following purchase.

A service charge of 1 1/2% per month, but not to exceed the highest amount allowed by applicable state law, shall be made on all sums due Seller that have not been paid within thirty (30) days from the invoice date, and Buyer agrees to promptly pay said service charge. If Seller commences litigation or employs attorneys to collect payment of any amounts due it from Buyer, Buyer agrees to pay reasonable attorney's sums which may be due.

Except to the extent otherwise specified by Seller in its quotation, prorated payments shall become due without setoff as shipments are made. If Seller consents to delay shipment after receipt of any specially ordered products, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, products shall be held at Buyer's risk and expense.

Any order for products by Buyer shall constitute a representation that Buyer is solvent and has the ability to pay its obligations as they become due. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at anytime prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntary or involuntary, under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights as they are available to it at law or in equity.

Disclosure of Information:

Any information, suggestions or ideas transmitted by Buyer to Seller in performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing and signed by a duly authorized representative of Seller.

7. Taxes:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale, or delivery of any product or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

8. Claims Against Seller:

In order to give Seller a reasonable opportunity for investigation, any claim by Buyer against Seller based wholly or in part upon, or any manner related to this agreement and/or merchandise sold hereunder shall be made in writing and delivered to Seller within (30) days after the date of sale or occurrence giving rise to the claim, whichever shall be later; otherwise such claims shall be waived. Each notice of claims shall set forth fully the facts on which the claim is based. Any action based on such claim, or otherwise arising hereunder, must be commenced and prosecuted within two years after the cause of action has accrued.

9. General:

Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938 as amended and applicable. Seller will comply with applicable Federal, State, and local laws and regulations as of the date of any quotation, which relate to (i) non-segregated facilities and Equal Employment Opportunity (including the seven paragraphs appearing in Section 202 of Executive Order 11746 as amended) and (ii) Worker's Compensation. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws and regulations. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void. Any representation, promise, course of dealing, or trade usage not contained or referred to herein, will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative. The validity, performance and all matters relating to the interpretation and effect of this agreement or any amendment hereto shall be governed by the Uniform Commercial Code as in effect in the state in which Seller's place of business is located. Waiver by Seller of any default by Buyer hereunder shall not be deemed a waiver by Seller of any default by Buyer which may thereafter occur.



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, October 22, 2019 at 6:00PM

item 14.a

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

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

1. Call to Order:

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

Absent: President Charles Garabedian, Jr.

Also Present: Jennifer Ahl, Michael Slater, Norma Melendez

- 3. Certification:** Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.
- 4. Consent Agenda.** The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of October 8, 2019.

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

Motion by Vice President Cerrillo; Second by Director Castaneda and by a 4-0 vote to approve the Consent Agenda as presented.

5. New Business:

- a. **Healthcare Plan Renewal.** Diane Terrell will provide information regarding the renewal of the United Health Care Plan.

Recommended action: To accept and approve renewal of health care plan under United Health Care.

Motion by Vice President Cerrillo, Second by Director Tovar, Jr. and by a 4-0 vote to accept and approve the renewal of the health care plan under United Health Care, also accepting the 2.8% rate decrease.

6. **Old Business:** None for this meeting.

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

Vice President Cerrillo reminded the board of the Trunk o Trunk & pumpkin patch program and the Halloween dance that will be held at the Malaga Park.

Director Castaneda reported that the pumpkin donations will be delivered on 10/23. Christmas program is scheduled for December 21 and yard sale at the park went well.

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. Express Messenger account

GM has been in communication with DDG property manager to better resolve the water meter situation.

b. Meeting with Boys and Girls Club CEO

Meeting to help grow the recreation sports program.

c. Department Reports

d. other

10. **President's Report:**

Absent.

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

Vice President would like to see sports programs to have a steady run at the park all year long to keep the Malaga youth busy. He also reported that he met with Sitelogiq representatives.

12. **Director's Reports:**

Director Cerrillo, Jr. requested updates for the bathroom project. Jim Anderson was able to comment that they are working on the finishing touches, such as painting amongst other small projects.

Director Castaneda reported that at the Halloween dance, recreation committee members will be volunteering in rotating shifts at different points of sale.

13. **Legal Counsel Report:**

NKGSA: Draft GSP comments were submitted on time. Should be seeing updates on this matter in the November 21 agenda.

14. **Communications:**

a. Written Communications:

1. Invitation from Senator Melissa Hurtado to attend Water Round-Table discussion on November 12 to discuss water insecurities, SB 200 implementation, SGMA and more. Must RSVP by November 1.

2. **Letter from nominated ACWA Vice President Pam Tobin inviting the board members to the General Session Membership Meeting at the ACWA Conference in December.**

b. Public Comment:

15. Closed Session:

- a. Potential Litigation (Government Code Section 54956.9(d)(1).).
Closed session item removed.

16. Adjournment:

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 4-0 vote to adjourn the meeting at 6:49p.m.

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of October 22, 2019 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 11/13/2019.

Norma Melendez

Norma Melendez, District Clerk