



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, March 10, 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.

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. Communications:

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

1. **Ashley Paulson.** Judicial Candidate.

b. Written Communications:

5. Old Business: None for this meeting.

6. New Business:

a. **Resolution No. 03-10-2026.** Malaga WWTP Screw Pump Replacement - CDBG Project No. 24451. On January 28, 2026 the district held the bid opening for the project. Three bids were received, opened and tallied as follows: American Incorporated bid: \$167,500.00, TNT Industries bid: \$179,300.00, and GSE Construction Company Inc bid: \$449,800.00. The bid proposals were reviewed and American Incorporated was determined to be the apparent low responsive and responsible bidder. The estimated District share of the Project costs is approximately \$125,000. These funds are anticipated to come from District reserves, capital funds or short-term line of credit.

Recommended action: to approve Resolution No. 03-10-2026 conditionally awarding the contract for the WWTP Screw Pump Replacement Project to American Incorporated in the amount of \$167,500.00, authorizing the Board President authority for change orders and County permit fee payments up to an amount of \$22,500, and authorizing the Board President to sign the Agreement on behalf of the District.

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

- b. **Solar Project.** Final invoices have been submitted by SitelogIQ to the district. Total for Invoice #4 is of \$744,953.83 and invoice #5 is \$168,981.21. Invoice #5 reflects a change order credit of \$19,918.71 for charges the district incurred during the solar project.

Recommended action: to approve payment of invoice #4 and invoice #5 to SitelogIQ.

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

7. Recreation Reports:

- a. Pool.

8. Engineer Reports:

- a. District Engineer Report.
 - i. **WWTF Fence.** P&P and MCWD met with TPZP on March 5, 2026 to discuss the backfill at the HSR overcrossing that needs to be completed prior to the fence installation. TPZP will coordinate with MCWD once they get the work scheduled.
- b. CDBG Engineer Report:

9. General Manager's Report:

- a. Well Security.

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

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 Special Board Meeting of February 19, 2026.
- b. Site Plan Review 8473 – 3333 S. Peach Ave Vitro Plate Glass
- c. SPR 8180 Chestnut Industrial Resubmittal
- d. Chestnut Avenue Overlay Project

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

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

15. Closed Session:

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 March 10, 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 03/06/2026.

Norma Melendez, District Clerk

item 4.a.1.

From: [Ashley Paulson](#)
To: [Norma Melendez](#)
Subject: Judicial candidate - Ashley Paulson
Date: Friday, March 6, 2026 10:16:15 AM

You don't often get email from ashleypaulsonforjudge@gmail.com. [Learn why this is important](#)

Good morning Norma,

Thank you for taking the time to speak to me over the phone. I look forward to meeting you in person on March 10. Below is a little information about myself.

I am running for judge because I believe in the role that a fair, thoughtful, and principled judiciary plays in maintaining the safety and stability of our community.

I have been an attorney for 11 years and a prosecutor my entire career. I started my career in 2015 at the Fresno County District attorneys office. I am honored to have served for over a decade as a Deputy District Attorney and Senior Deputy District Attorney with the Fresno County District Attorney's office. From 2020 to 2025 I was assigned to MAGEC. I worked alongside local, state, and federal law-enforcement to protect our community against violent gang crimes. I am also honored to be endorsed by two of my prior supervisors from the district attorney's office who are now judges, Judge Bob Whalen, and Judge Monica Diaz. In 2025 I was asked to take my trial experience and case management skills over to the Fresno City Attorney's Office to assist in training and leading the criminal prosecution team. I am now the Chief Prosecuting Attorney supervising the criminal prosecution team at the City Attorney's office.

I specifically selected seat six in honor of Judge Conklin. Judge Conklin retired in February 2026. Judge Conklin embodies the very qualities we hope to see on the bench, unwavering fairness, respect for everyone, and the highest level of integrity. Throughout my career, Judge Conklin has been an extraordinary mentor and influence. I am honored to have Judge Conklin's endorsement as I seek to be elected to his seat.

I am honored to be endorsed by:

Mayor Jerry Dyer
Retired Sheriff Margaret Mims
Fresno Police Officer's Association
City Council President Mike Karbassi
County Board of Supervisors Chairman Gary Bredefeld
City Attorney Andrew Janz
Reedley Police Chief Rudy Alcaez
Reedley Police Officer's Association
Judge James Kelley
Judge Jonathan Conklin
Judge Monica Diaz
Judge Robert Whalen
Judge Amy Freeman
Clovis Councilmember Drew Bessinger

Clovis councilmember Matt Basgall
Clovis Mayor Pro Tem Diane Pearce
Clovis Mayor Vong Mouanoutoua
Fresno County Deputy Probation Officer's Association
Sanger Police Officer's Association
Kerman Police Officer's Association
Fresno Sheriff Sergeant Association
Coalinga Police Officer's Association
Fresno State, State University Police Association
Central Valley Truss
Gordon Webster/ The Business Journal
Chief John Markle Fresno Airport Police
Kasparian Paint

I look forward to meeting you and the members of your board!

Respectfully,

Ashley Paulson

Staff to award to American Incorporated. The County is still reviewing all documentation and must concur prior to the award becoming final.

The low bid exceeded the Engineer's Estimate by approximately \$84,000 and the project is estimated to exceed the available CDBG funding. The current total budget for the project is estimated at \$425,000 as follows:

- Design Engineering, Design Permitting and Bidding - \$50,000
- Pump Procurement - \$135,000
- Construction Contract - \$167,500
- Construction Contingency and County Permitting - \$22,500
- Construction Management, Inspection and Testing - \$50,000

Staff has been in contact and coordination with the County throughout the duration of the project and has inquired about additional CDBG funding availability to cover the additional over-run, but has been informed that County funding is fully obligated at this time. As stated previously, the replacement pump is critical to the continued operation of the Plant. This was the case made by Staff when it was recommended that the Board proceed with advance procurement of the replacement pump last year. Given these facts, Staff recommends that the District move forward with the contract award to the low bidder. The bid documents require the low bidder to hold their bid for 60 days, and this period will elapse at the end of March. As such, Staff is recommending that the Board now conditionally approve the award of contract to the low bidder, pending County's review and approval of the award recommendation documents. Once County concurrence is received, the award will become final and the Contractor will be notified.

The estimated District share of the Project costs is approximately \$125,000. These funds are anticipated to come from District reserves, capital funds or short term line of credit.

RECOMMENDATION

Staff recommends that the District adopt the attached resolution conditionally awarding the contract for the WWTP Screw Pump Replacement Project to American Incorporated in the amount of \$167,500.00, authorizing the Board President authority for change orders and County permit fee payments up to an amount of \$22,500, and authorizing the Board President to sign the Agreement on behalf of the District.

RESOLUTION NO. 03-10-2026

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MALAGA COUNTY WATER DISTRICT
ACCEPTING BID FOR THE WWTP SCREW PUMP REPLACEMENT PROJECT,
CDBG NO. 24451**

WHEREAS, the Invitation to Bid for the WWTP Nitrogen Reduction Project was advertised in the Business Journal on November 12 and 19, 2025; and

WHEREAS, the project will consist of the replacement of one of the District's three influent wastewater screw pumps at Malaga County Water District's Wastewater Treatment Plant; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Malaga County Water District Office on January 28, 2026 at 2 pm:

	Bidder	Bid
1)	American Incorporated	\$ 167,500.00
2)	TNT Industries	\$ 179,300.00
3)	GSE Construction Company, Inc.	\$ 449,800.00

; and

WHEREAS, the Engineer's estimate for the project was \$83,700.00; and

WHEREAS, the project is being funded by Community Development Block Grant (CDBG) funding administered by the Fresno County Public Works and Planning Department ("County"); and

WHEREAS, County Staff is reviewing, and must concur on, the award recommendation prior to the award becoming official; and

WHEREAS, an award of contract may be conditioned upon the concurrence from the County.

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 conditionally awarded to American Incorporated in the amount of One hundred sixty-seven thousand five hundred Dollars and no Cents (\$167,500.00).

3. The award is conditioned upon County concurrence on the award.
4. The Board President is hereby authorized to sign the Construction Agreement (Exhibit A to this Resolution) on behalf of the District.
5. The Board President is authorized to approve construction change orders and County permit fee payments up to an amount of \$22,500.00 for this project.

This resolution was adopted at a Regular Meeting of the Board of Directors of the Malaga County Water District held on March 10, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

Norma A. Melendez, Clerk of the Board
Malaga County Water District

Exhibit A
Construction Agreement

SECTION 00 52 13

CONTRACT

THIS CONTRACT is made at **Malaga County Water District** in **Fresno** County, California, by and between American Incorporated hereinafter called the "Contractor," and the **Malaga County Water District**, a District, hereinafter called the "Owner".

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

ARTICLE I. SCOPE OF WORK. The Work to be constructed is a project entitled Malaga County Water District, Screw Pump Replacement, located in Fresno, Fresno County, State of California.

The Contractor shall furnish all labor and materials, including tools, implements, and appliances required to construct the Work and shall perform and construct all Work in a good and workmanlike manner, free from any and all liens and claims including those of mechanics, materialmen, sub-contractors, artisans, machinists, teamsters, draymen and laborers required for the construction of the Work.

Contractor shall comply with and construct the Work in strict conformity with the Contract Documents, including that set of Plans, entitled: "Malaga County Water District, Screw Pump Replacement," all other Plans, Drawings, Specifications; and the provisions of this Contract.

ARTICLE II. CONTRACT DOCUMENTS. The Contract Documents shall consist of the following documents, each of which is on file in the office of the Owner and all of which are incorporated herein and made a part hereof by reference thereto: this Contract, including, Division 0 – Bidding and Contract Requirements, Division 1 - General Requirements, Division 2 through Division 48 - Technical Specifications, any Standard Specifications referenced, Plans, Profiles and Drawings, Addenda or Change Orders (if any), and Appendices. In the event of conflict between portions of the Contract Documents, refer to Section 01 00 05 – Specifications to resolve priority.

ARTICLE III. PAYMENT. In the manner, at the time and upon the conditions stated in the Contract Documents, Owner agrees to pay the Contractor in current funds for the performance of the Contract the sum of:

One hundred sixty-seven thousand five hundred dollars

(Figures in Words)

\$167,500.00

(Figures in Numbers)

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Bidder's Proposal, except where provisions are made in the Contract Documents whereby the estimated quantities shall constitute the final quantity.

Contractor is responsible for payment of prevailing wages in accordance with the provisions of Section 1770, et seq. of the Labor Code. Prevailing wage schedules for Fresno County are available from the Department of Industrial Relations-Division of Labor Statistics & Research via the Internet at www.dir.ca.gov. A prevailing wage scale is also on file in the office of the Malaga County Water District, 3580 S Frank Avenue, Fresno, CA 93725, and copies may be obtained upon request.

CONTRACT
00 52 13-1

ARTICLE IV. TERMINATION. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions, including, but not limited to, failure to meet the time of commencement and time of completion requirements in Section 00 52 13, of the Contract Documents, or if he should refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-contractors or for material or labor, or disregard laws, ordinances or the instructions of the Engineer, then the Owner may serve written notice upon the Contractor and his surety of material breach and its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the contract, and unless, within seven (7) days after the serving of such notice, Contractor performs as required by the Contract Documents or makes valid objection to termination, the contract shall, upon the expiration of said seven days, cease and terminate. If Contractor does not perform or make valid objection in response to such notice, then it waives all rights to perform the contract, to submit a claim for costs caused by the Owner's performance of the contract, or to object to the Owner withholding its costs in performing the contract.

In the event of any such termination, the Owner may immediately take over performance of the contract and prosecute the work to completion as provided below, if immediate action is required because exigent circumstances are reasonably determined to exist by the Owner, or serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within **seven (7) days** after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the **seven (7) days** stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by force account, either with its own forces or with a contractor of its choice, or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the Work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If the expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

When the contract has been terminated as provided above or elsewhere in the Contract Documents, such termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue.

ARTICLE V. SUSPENSION OF WORK. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an extension of the Contract Times. Contractor may be entitled to an adjustment in the Contract Price that is

CONTRACT
00 52 13-2

directly attributable to any such suspension. A Change Proposal seeking adjustments in the Contract Price shall be submitted no later than 30 days after the date fixed for resumption of Work.

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

ARTICLE VII. JOB SITE CONDITIONS. Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project Work, including safety of all persons and property; and that this requirement shall apply continuously and not be limited to normal working hours.

ARTICLE VIII. CHANGES IN THE WORK. New and unforeseen work will be classed as extra work when determined by the Owner that such work is not covered by any of the various items or combination of such items for which there is a bid price. In the event that portions of such work are determined by the Owner to be covered by some of the various items or combinations of such items for which there is a bid price, the remaining portion of such work will be classified as extra work. Extra work also includes work specifically designated as extra work in the Plans and Specifications. Refer to Section 00 63 44 – Changes to the Work.

ARTICLE IX. COMPLETION. Upon receipt of written notice that the Work is ready for final review, the Engineer and Owner will promptly make such review, and when the Owner finds the Work satisfactory under the Contract and the Contract fully performed, the Owner will promptly issue a Notice of Completion stating that the Work required by this Contract has been completed. Within 10 days of acceptance, the Owner shall cause the Notice of Completion to be recorded. Final payment shall become due thirty-five (35) days after the date of the recording of the Notice of Completion.

Before issuance of final payment, the Contractor shall submit Conditional Releases as specified in Section 00 52 21 – Waiver and Release Submittals, except that, in the case of disputed indebtedness or liens, the Contractor may submit, in lieu of evidence of payment, a Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated.

ARTICLE X. TIME OF PERFORMANCE. The Notice to Proceed is specified in Section 00 55 00 – Notice to Proceed. Beginning of Work and Time of Completion are specified in Section 01 11 00 – Description of Work and Schedule Constraints. Liquidated Damages are those specified in Section 00 52 15 – Liquidated Damages. All time limits stated in the Contract Documents are of the essence.

ARTICLE XI. INDEMNITY AND INSURANCE. Contractor shall indemnify Owner in accordance with the provisions of Section 00 73 15 – Indemnity Agreement. Prior to commencing Work, the

CONTRACT
00 52 13-3

Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, the insurance described in Section 00 73 16 – Insurance Requirements. The Contractor shall furnish evidence of the required insurance coverages to the Owner prior to execution of the Contract Documents.

ARTICLE XII. ASSIGNMENT OF CLAYTON ACT AND CARTWRIGHT ACT RIGHTS.

Per Government Code Section 4552, in submitting its Bid and entering into the Contract or a subcontract to supply goods, services, or materials pursuant to the Contract, the Contractor or subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE XIII. ASSIGNMENT AND TRANSFER OF CONTRACT. The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the Owner and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

ARTICLE XIV. CLAIMS AND DISPUTE RESOLUTION. Claims and disputes shall be resolved in accordance with the provisions of Public Contracts Code Section 9204, as set forth in Section 00 64 00 of these specifications.

ARTICLE XV. HEADINGS AND INTERPRETATION. The headings in the Contract Documents are solely for the convenience of the parties, and are not intended to and shall not be construed to in any way limit Contractor's duties with respect to the performance of the Work as provided in the Contract Documents. Any uncertainty or ambiguity in the language of this Contract or the Contract Documents shall not be construed against the party drafting the same, but shall be construed as if both parties prepared the same and any provision to the contrary in Civil Code § 1654 is waived by the parties.

ARTICLE XVI. REMEDIES . The remedies given to Owner in the Contract Documents shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law.

If any provision of the Contract Documents is void or unenforceable, the same shall in no way affect the validity or enforceability of any other provision of the Contract Documents or the validity or enforceability of this Contract as a whole.

This Contract shall be binding upon and shall inure to the benefit of the parties hereto, as well as their respective heirs, successors and assigns.

IN WITNESS WHEREOF, they had executed this Contract this _____ day of

CONTRACT
00 52 13-4

Malaga County Water District
Malaga WWTP Screw Pump Replacement

_____, 2026.

American Incorporated
Contractor

Malaga County Water District
Owner

By _____

By _____
Name, Title

ATTEST: _____

END SECTION

**CONTRACT
00 52 13-5**

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**CONTRACT
00 52 13-6**

Project Name: Malaga WWTP Screw Pump Replacement

Federal Project Number: CDBG NO. 24-451

Bid Date: January 28, 2026

Y&H Job Number: 25-157

Prepared By: Sheldon Maag

Reviewed By: Sergio Alvarado

BID REVIEW SHEET

Item No.	Bid Documents Requirements	Lowest Bidder	Second Lowest Bidder	Third Lowest Bidder
		American Incorporated	TNT Industries	GSE Construction Company, Inc.
1	Bid Proposal	Submitted	Submitted	Submitted
2	Bid Amount Total	\$167,500.00	\$179,300.00	\$449,800.00
3	Bidder Bond (10%)	Submitted	Submitted	Submitted
4	Bid Bond Notarized?(Y/N)	YES	YES	Submitted
5	CSLB No.	292529	622974	401498
6	Active CSLB	Active	Active	Active
7	CSLB Expiration Date	5/31/2027	7/31/2027	3/31/2027
8	DIR No.	100000369	100000573	100000077
9	Active DIR	Active	Active	Active
10	DIR Expiration Date	6/30/2026	6/30/2028	6/30/2027
11	SAM.GOV Unique Identity #	G4F2ZNEFHE56	JMADQ1S5FJ69	JS4MLNK3AFR9
12	SAM.GOV CAGE Code #	1BW81	1MCS0	Not Listed
13	SAMS.GOV Expiration Date	2/10/2026	3/28/2026	Not Listed
14	Material Suppliers Information Form	Submitted	Submitted - Blank	Submitted
15	List of Subcontractors	Submitted	Submitted	Submitted
16	Certification Regarding Minority Subcontractors	Submitted	Submitted	Submitted - Incomplete
17	Preliminary Construction Schedule	Submitted	Submitted - Blank	Submitted
18	Bidder Qualifications	Submitted	Submitted	Submitted
19	Reference Check	Complete	Pending	Pending
20	Non-Collusion Affidavit	Submitted	Submitted	Submitted
21	Worker Compensation Certification	Submitted	Submitted	Submitted
22	Debarment Certification Form	Submitted	Submitted	Submitted
23	Cert. of Payment to Influence Fed Transactions	Submitted	Submitted	Submitted
24	Cert Performance Prev Contracts or Subs(EEO)	Submitted	Submitted	Submitted
25	Preliminary Statement of Workforce Needs (BP7)	Submitted	Submitted	Submitted - Incomplete
26	Disclosure of Lobbying Activities	Submitted	Submitted	Submitted
27	Public Contract Code Questionnaire Disqualification	Submitted	Submitted	Submitted
28	Statement of Contempt	Submitted	Submitted	Submitted
29	Fed Regulations Certification and Disclosure	Submitted	Submitted	Submitted
30	Addenda Certification Statement (1-5) (BP 9)	Submitted with Addenda 1-5	Submitted with Addenda 1-5	Submitted - No Addendum
31	Subcontractor(s)	One(1) Subcontractor	Two(2) Subcontractors	One(1) Subcontractor
31.1	Subcontractor No.1	Jameson Hydro Crane Service LLC	Mason Painting	Strategic Mechanical Inc.
31.2	Subcontractor No.1(CSLB & DIR)	CSLB: 1064665; DIR: N/A	CSLB: 819987; DIR: 1000008947	CSLB: 834679; DIR: 1000001726
31.3	Subcontractor No.2	-	Lighthouse Electrical Inc.	-
31.4	Subcontractor No.2(CSLB & DIR)	-	CSLB: 871256; DIR: 1000024650	-

Comments: The lowest bidder, American Incorporated, submitted a complete bid proposal. All required documents were submitted. Recommend award to American, Inc. as the lowest and responsible bidder.

Sergio Alvarado Date: 2-11-2026

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

item 6.b.

TO OWNER: Malaga County Water District 3580 S Frank Ave. Fresno, CA 93725 Attn: Maria	PROJECT: Malaga CWD Solar	APPLICATION NO.: 001810-04 APPLICATION DATE: 12/10/2025 PERIOD TO: 12/10/2025 CONTRACT DATE: 9/28/2022	DISTRIBUTION TO: OWNER: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> INSPECTOR: <input type="checkbox"/>
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FROM CONTRACTOR: SitelogIQ, Inc. 1651 Response Rd, Suite 300 Sacramento, CA 95815	REMIT PAYMENT TO: SitelogIQ 1151 N Del Rio Place Ontario, CA 91764 SIQ Job Number: PUBCAL-001810
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CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet AIA Document G703, is attached.

- | | |
|--|-----------------|
| 1. ORIGINAL CONTRACT SUM (excl. contingency) | \$ 2,623,610.00 |
| 2. NET CHANGE ORDERS TO DATE | \$ - |
| 3. CONTRACT SUM TO DATE (Line 1+ 2) | \$ 2,623,610.00 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ 2,434,710.08 |
| (Column G on G703) | |
| 5. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ 1,689,756.25 |
| (Line 4 from prior Certificates) | |
| 6. CURRENT PAYMENT DUE | \$ 744,953.83 |
| (Line 4 less Line 5) | |
| 7. BALANCE TO FINISH | \$ 188,899.92 |
| (Line 3 less Line 4) | |

CONTRACTOR CERTIFICATE FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

AMOUNT CERTIFIED..... \$744,953.83

Contractor: SitelogIQ, Inc.

By: 

Date: 12/10/2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$ -	\$ -
NET CHANGES by Change Order		\$ -

California Business & Professions Code 7108.5 and California Public Contract Code 10261.5, 10262, and 10853: If payment is late or wrongfully withheld, interest will accrue at a rate of 2% per month, until payment is made.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: **001810-04**
 APPLICATION DATE: **12/10/2025**
 PERIOD TO: **12/10/2025**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	
	Malaga County Water District Solar							
1	Notice to Proceed	\$ 262,361.00	\$ 262,361.00			\$262,361.00	100.00%	\$ -
2	Equipment Deposit	\$ 655,902.50	\$ 655,902.50			\$655,902.50	100.00%	\$ -
3	Progress Payments	\$ 1,311,805.00	\$ 771,492.75	\$ 540,312.25		\$1,311,805.00	100.00%	\$ -
4	Substantial Completion	\$ 262,361.00		\$ 204,641.58		\$204,641.58	78.00%	\$ 57,719.42
5	Final Completion	\$ 131,180.50				\$0.00	0.00%	\$ 131,180.50
6	District-Controlled Contingency (as req'd)	\$ 150,000.00				\$0.00	0.00%	\$ 150,000.00
	Total (without contingency)	\$2,623,610.00	\$1,689,756.25	\$744,953.83	\$0.00	\$2,434,710.08	93%	\$188,899.92
	Total including contingency	\$2,773,610.00						\$338,899.92

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

item 6.b.

TO OWNER: Malaga County Water District 3580 S Frank Ave. Fresno, CA 93725 Attn: Maria	PROJECT: Malaga CWD Solar	APPLICATION NO.: 001810-05 rv1 APPLICATION DATE: 12/31/2025 PERIOD TO: 12/31/2025 CONTRACT DATE: 9/28/2022	DISTRIBUTION TO: OWNER: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> INSPECTOR: <input type="checkbox"/>
---	-------------------------------------	---	---

FROM CONTRACTOR: SitelogIQ, Inc. 1651 Response Rd, Suite 300 Sacramento, CA 95815	REMIT PAYMENT TO: SitelogIQ 1151 N Del Rio Place Ontario, CA 91764 SIQ Job Number: PUBCAL-001810
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CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet AIA Document G703, is attached.

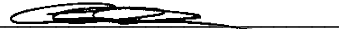
- | | |
|--|-----------------|
| 1. ORIGINAL CONTRACT SUM (excl. contingency) | \$ 2,623,610.00 |
| 2. NET CHANGE ORDERS TO DATE | \$ (19,918.71) |
| 3. CONTRACT SUM TO DATE (Line 1+ 2) | \$ 2,603,691.29 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ 2,603,691.29 |
| (Column G on G703) | |
| 5. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ 2,434,710.08 |
| (Line 4 from prior Certificates) | |
| 6. CURRENT PAYMENT DUE | \$ 168,981.21 |
| (Line 4 less Line 5) | |
| 7. BALANCE TO FINISH | \$ - |
| (Line 3 less Line 4) | |

CONTRACTOR CERTIFICATE FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

AMOUNT CERTIFIED..... \$168,981.21

Contractor: SitelogIQ, Inc.

By: 

Date: 12/31/2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		\$ 19,918.71
TOTALS	\$ -	\$ 19,918.71
NET CHANGES by Change Order		\$ (19,918.71)

California Business & Professions Code 7108.5 and California Public Contract Code 10261.5, 10262, and 10853: If payment is late or wrongfully withheld, interest will accrue at a rate of 2% per month, until payment is made.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: **001810-05**
 APPLICATION DATE: **12/31/2025**
 PERIOD TO: **12/31/2025**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	
Malaga County Water District Solar								
1	Notice to Proceed	\$ 262,361.00	\$ 262,361.00			\$262,361.00	100.00%	\$ -
2	Equipment Deposit	\$ 655,902.50	\$ 655,902.50			\$655,902.50	100.00%	\$ -
3	Progress Payments	\$ 1,311,805.00	\$ 1,311,805.00			\$1,311,805.00	100.00%	\$ -
4	Substantial Completion	\$ 262,361.00	\$ 204,641.58	\$ 57,719.42		\$262,361.00	100.00%	\$ -
5	Final Completion	\$ 131,180.50		\$ 131,180.50		\$131,180.50	100.00%	\$ -
6	District-Controlled Contingency (as req'd)	\$ 150,000.00				\$0.00	0.00%	\$ 150,000.00
1	Change Orders District-incurred costs	\$ (19,918.71)	\$ -	\$ (19,918.71)		\$ (19,918.71)	100.00%	\$ -
Total (without contingency)		\$2,753,691.29	\$2,434,710.08	\$168,981.21	\$0.00	\$2,603,691.29	95%	\$0.00
Total including contingency		\$2,903,691.29						\$150,000.00



**SPECIAL BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, February 19, 2026 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 prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

1. **Call to Order: 6:02pm.**
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: Norma Melendez and Michael Slater.
3. **Certification:** Certification was made that the Board Meeting Agenda was posted 24 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 February 10, 2026.

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

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

5. **Old Business:**
 - a. **Infrastructure Master Plan.** The District directed P&P to update the Infrastructure Master Plan. The Infrastructure Master Plan was provided for review at the board meeting of January 27 and was also made available online at www.malagacwd.org/infrastructure-master-plan.

Recommended action: To consider adoption of the Infrastructure Master Plan.

Motion by Vice President Cerillo; Second by Director Castaneda and by a 5-0 vote to adopt the Infrastructure Master Plan.

6. **New Business:**
 - a. **Resolution No. 02-19-2026.** A resolution authorizing the submission of nomination and supporting Charles Garabedian, Jr. for appointment to the Board of Commissioners of the Fresno Economic Opportunities Commission.

Recommended action: to approve resolution No. 02-19-2026 as presented or amended.

Motion by Vice President Cerrillo; Second by Director Cerrillo, Jr. and by a 4-0 vote to approve Resolution No. 02-19-2026. President Garabediab, Jr. abstained.

- b. **Resolution No. 02-19-2026A.** A resolution amending the district's medical expense insurance policy, District Policy 2110.10.

Recommended action: To approve resolution 02-19-2026A as presented or amended.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve Resolution No. 02-19-2026A amending policy 2110.10.

- c. **Bi-annual Water Supply Report.** District staff have prepared the districts bi-annual water supply report for presentation to the board. A notice of the receipt of the report and of the public hearing to be held on the second Tuesday in March in a newspaper of general circulation printed and published within the district, at least 10 days prior to the date at which the public hearing regarding the report shall be held. A draft copy of the report is available online at <https://www.malagacwd.org/2026-water-supply-report>.

Recommended action: to set a public hearing on March 24, 2026 and authorize the District staff to publish notice of the public hearing as required by water code section 31144.75.

Motion by Vice President Cerrillo; Second by Director Cerrillo, Jr. and by a 5-0 to authorize district staff to publish the public hearing notice and to set the public hearing for March 24, 2026.

7. Recreation Reports:

Vice President Cerrillo reported there was a great turn-out at the Valentines Dance of February 14. He also mentioned that Chicano Spot will be a fundraiser on February 21 at the park.

Director Tovar, Jr. reported to the board he will be hosting a fundraiser at the park to gather funds for Easter baskets.

Director Castaneda reported the next recreation bingo will be March 4 and that recreation selected to serve enchilada plates.

8. Engineer Reports:

- a. District Engineer Report. **None for this meeting.**

- b. CDBG Engineer Report:

- i. The time extension for the WWTP Nitrogen Reduction Project has been uploaded to Agreement #24-702 to reflect new contract expiration date. **Nothing to report.**

9. General Manager's Report:

President Garabedian suggests having a workshop on event parking at the park. He also announced that the Lead Water Operator, Robert Herrero, received his certification as a Backflow Prevention Assembly Tester.

10. President's Report: Presented during GM Report.

11. Vice President's Report:

Vice President Cerrillo mentioned to the board it is time to make a decision with he security camera that is at Well 3A as the agreement is about to expire. He will have staff obtain quotes to have a more permanent system at the site that will be more cost efficient. He also will be getting quotes for trimming and removal of trees at the WWTP.

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

13. Legal Counsel Report: None for this meeting.

14. Communications:

a. Written Communications: **None for this meeting.**

b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three (3) minutes or less per individual/group per item per meeting, with a fifteen (15) minutes maximum.*
None for this meeting.

15. Closed Session: None for this meeting.

16. Adjournment:

Motion by Vice President Cerrillo, Second by Director Castaneda and by a 5-0 vote to adjourn the meeting at 7:13pm.

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Special Meeting of the Board of Directors of February 19, 2026 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 3/11/2026.

Norma Melendez, District Clerk

March 10, 2026

Board of Directors
Malaga County Water District
3580 S. Frank St.
Fresno, CA 93725

RE: Site Plan Review No. 8473
3333 S. Peach Avenue
APN 331-020-37S
Malaga County Water District

If acceptable, it is suggested that this letter is forwarded to the County of Fresno and the applicant on behalf of Malaga County Water District (MCWD). The following are comments concerning the subject application:

1. Malaga County Water District was asked for comments by March 19, 2026, regarding the proposed extension/addition to the main warehouse building at Vitro Flat Glass (3333 S. Peach Avenue). The proposed addition will include modification to accommodate a 10-ton gantry crane and the integration of new equipment.
2. The subject parcel is within the MCWD Service Area and has existing water and sewer services.
3. The applicant stated that the proposed building addition will not require any additional water beyond what is currently used.
4. The proposed project is not anticipated to require additional water or sewer service, or significantly impact current water or sewer demands. No additional water or sewer service is proposed.
5. MCWD facilities shall be protected and accessible at all times.
6. Storm water is under the jurisdiction of the Fresno Metropolitan Flood Control District (FMFCD).
7. Building permit, traffic control, roadway improvements, and public safety issues are in the jurisdiction of the County of Fresno.

Sincerely,

Maija Madec, P.E.
District Engineer

cc: Michael Slater, Costanzo and Associates

MEMORANDUM

To: Malaga County Water District, Michael Slater, Norma Melendez, Yamabe & Horn –
Kenny Reyes, Brandon Broussard, Fowler Packing – Susan Gladding, John Olson

From: Maija Madec, Brayden Lovik

Subject: SPR No. 8180 Utility Review (Fifth Submittal)

Date: March 5, 2026

Please find below the comments regarding the utility plans submitted on February 2, 2026.

Review of these plans has been suspended due to incomplete responses to the previous review comments. Please provide complete responses to all comments outlined in the comment letter dated February 12, 2024.

Additional information is required to proceed with the review. Items requiring further clarification or documentation include, but may not be limited to, the following:

- Access Easement documentation
- Public Utility Easement information related to public utilities located within the proposed private access street
- Explanation and easement documentation for the proposed 8-inch fire line connection to Malaga Avenue
- All required information and supporting documentation related to the sewer lift station

These comments and the associated request for additional information are being forwarded to the MCWD Board for consideration and response.

Please note that a subsequent invoice from MCWD for continued review services is anticipated.

Thank you.



MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

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

item 14.d.

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR. PRESIDENT SALVADOR CERRILLO VICE-PRESIDENT IRMA CASTANEDA DIRECTOR FRANK CERRILLO JR. DIRECTOR CARLOS TOVAR JR. DIRECTOR

Raul Cipriano
County of Fresno
Department of Public Works and Planning
Design Division
2220 Tulare Street, 7th Floor
Fresno, CA 93721

**RE: Malaga County Water District
RMAR Overlays 2025/2026 – Chestnut Avenue Overlay**

In response to your letter dated February 23, 2026, please find attached exhibits showing the general location of water and sewer facilities throughout Malaga County Water District.

The MCWD requests that the costs to protect and raise sewer manholes, water valve boxes, and other associated water and sewer facilities impacted by the proposed overlay project, are included in the project cost funding.

If the work associated with protecting and raising manholes and water valve boxes is not covered by the project, it is requested that said work is included in the proposed overly project and defined in separate bid items. The County of Fresno and Malaga County Water District would need to come to an agreement defining responsibilities for the work associated with manholes and water valve boxes.

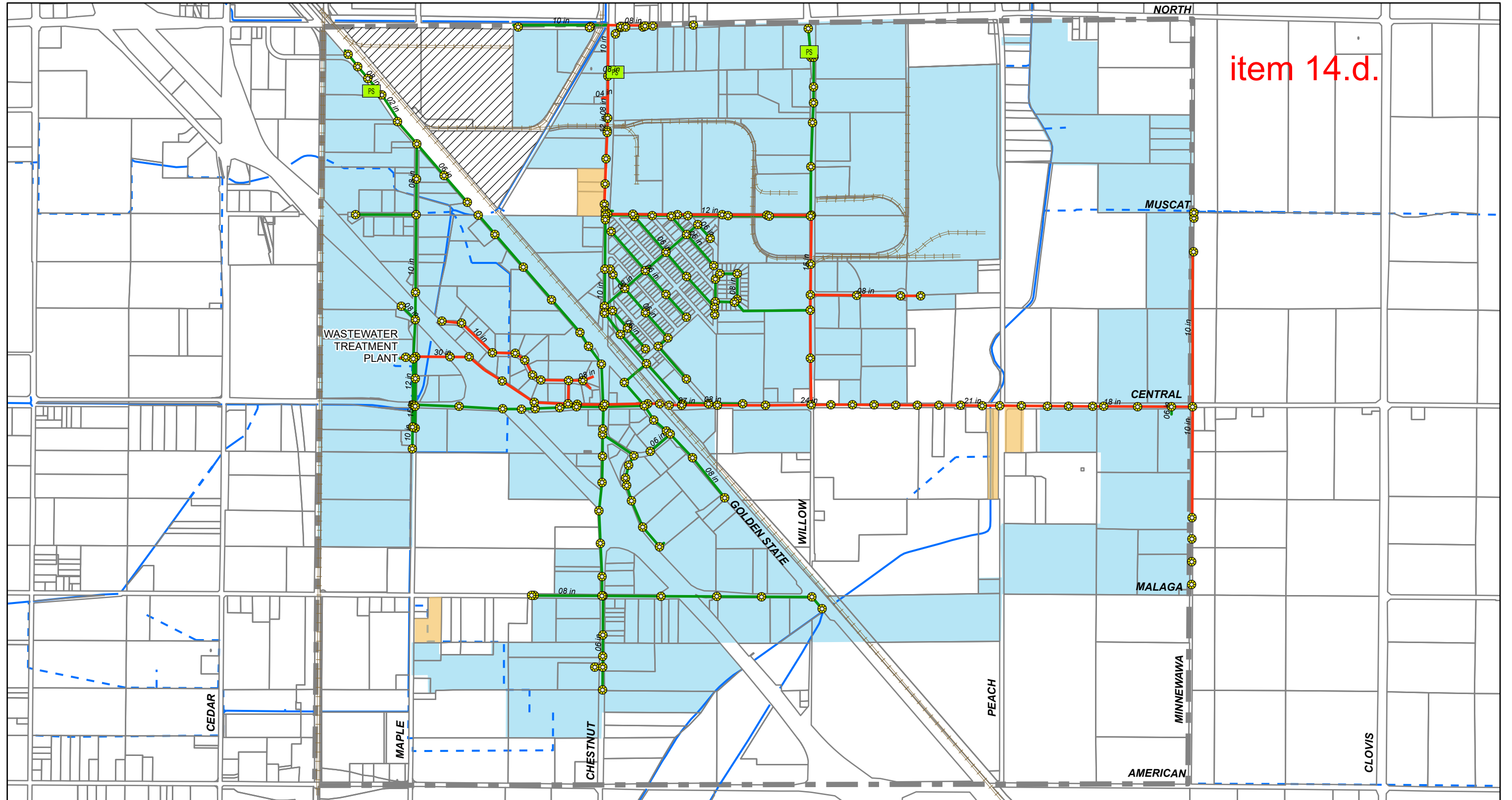
Please contact MCWD if additional information is requested.

Respectfully,

Maija Madec, PE
District Engineer

Attachment: MCWD Water System Exhibit
MCWD Sewer System Exhibit

item 14.d.



PROVOST & PRITCHARD

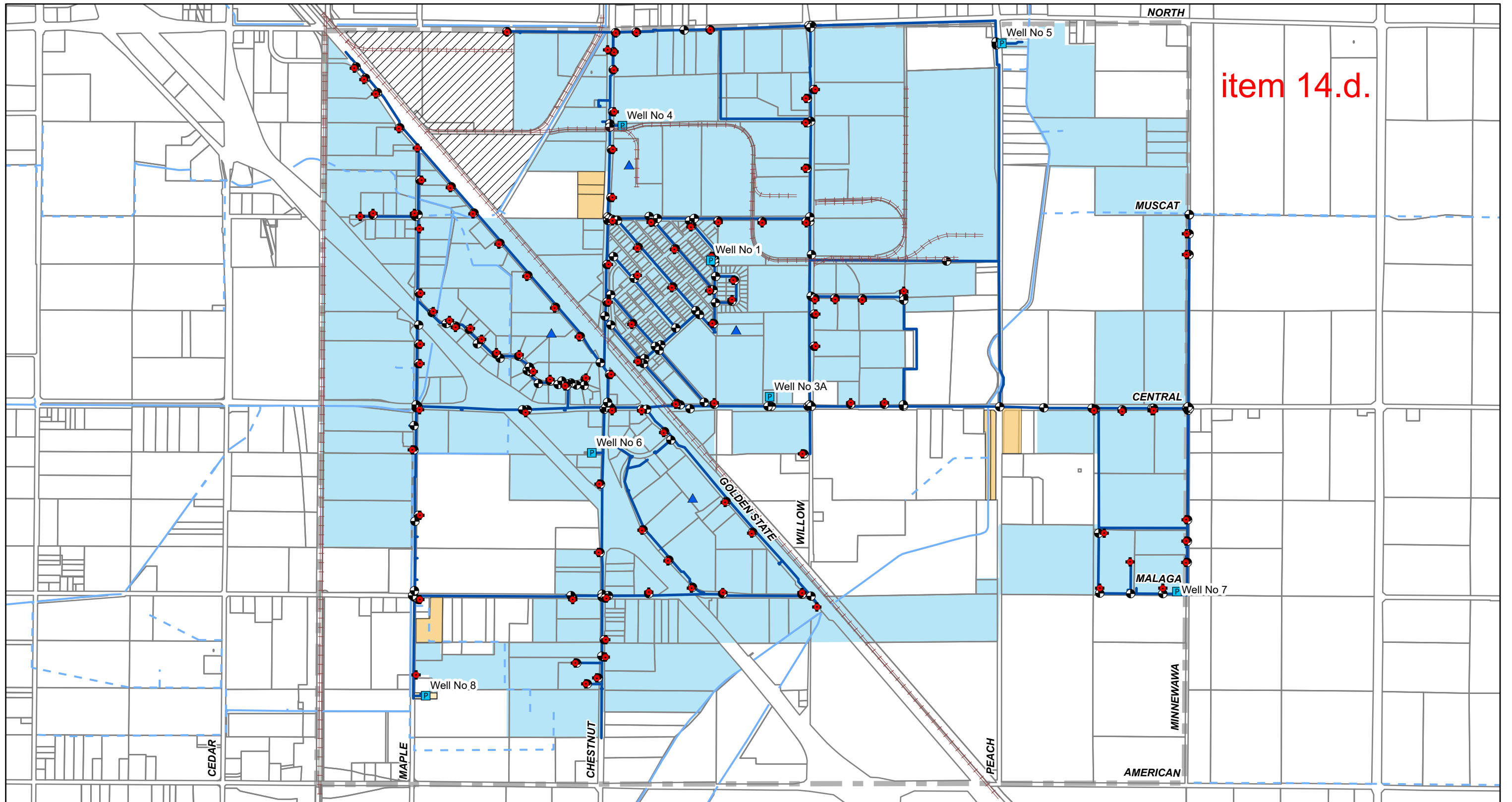
0 500 1,000
Feet

Lift Station	Domestic Sewer Line	MCWD Out of District Service	Malaga CWD SOI (LAFCo)
Manhole	FID Canal	Served by the City of Fresno	Malaga CWD
Industrial Sewer Line	FID Pipeline	Railroad	

Malaga CWD

Existing Sewer Facilities

January 2026



item 14.d.

PROVOST & PRITCHARD

0 500 1,000
Feet

- | | | |
|-------------------------------------|--------------|------------------------------|
| MCW Well | Valve | MCWD Out of District Service |
| Private Well Location (approximate) | Water Line | Served by the City of Fresno |
| Hydrant | FID Canal | Malaga CWD SOI (LAFCo) |
| | FID Pipeline | Malaga CWD |

Malaga CWD

Existing Water System

January 2026