



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, October 22, 2024 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. 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, 2024.
- b. Minutes of the Special Board Meeting of October 15, 2024.

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

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

5. Old Business:

- a. **Resolution 10-22-2024-- CDBG 21451.** A resolution accepting bid for the WWTP Nitrogen Reduction Project, CDBG No. 21451. The bid documents specified that the low bidder would be determined on the basis of the base bid without consideration for the additive alternate. As such, W.M. Lyles Co. ("Lyles") was determined to be the apparent low bidder.

Recommended action: Staff recommends that the District adopt the attached resolution conditionally awarding the contract for the base bid only of the WWTP Nitrogen Reduction Project to W.M. Lyles Co. in the amount of \$426,800.00 and authorizing the Board President to sign the Agreement on behalf of the District.

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

- b. **Auxiliary Insurance.** The benefits committee met on October 18 to discuss and make a recommendation of a plan to the board of directors for the dental, vision and life insurance.

The committee recommends selecting the Humana 2000 Plan for dental, the Humana Vision Plus 160 for vision and the Humana life insurance with the option for staff to upgrade their plan. Staff would be responsible for covering any cost difference associated with the change.

Recommended action: To approve plans as presented or amended.

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

6. New Business:

- a. **ICAD Automation.** A proposal has been submitted for after-hours support of the district wells. Three-tier options have been provided, each with varying block hours of service and standard service.

Recommended action: to select a tier option and approve agreement as presented or amended.

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

- b. **Quinn Company Maintenance Program.** owns certain equipment and district staff desires to retain Quinn to perform periodic preventive maintenance on such equipment, and Quinn is willing to perform such periodic preventive maintenance, on the terms and subject to the conditions set forth in this Agreement. During the term of the agreement, the district shall pay \$5,444.00, with no requirement to pay this fee upfront, and only be charged when services are performed.

Recommended action: to approve the agreement as presented or amended.

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

- c. **Well #7.** District staff received a quote from Lighthouse Electrical for the removal and installation of one transformer at Well #7 site for the VFD. The estimated quote is \$2,253.00. Shipping fees for the Line Reactor are to be determined. Staff reached out to other companies for quotes, however, no other quotes have been provided.

Recommended action: To authorize the district to proceed with Lighthouse Electric for the removal and installation of the transformer at the Well 7 site, given the lack of responses from the other vendors.

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

7. Recreation Reports:

8. Engineer Reports:

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

9. General Manager's Report:

10. President's Report:

11. Vice President's Report:

12. Director's Reports:

13. Legal Counsel Report:

14. Communications:

a. Written Communications:

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.*

15. Closed Session: *None for this meeting.*

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 October 22, 2024 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 10/18/2024.

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, October 08, 2024 at 6:00PM

item 4.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.

1. Call to Order: 6:00pm

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

All present. Director Castaneda was present via phone due to illness.

Also present: Norma Melendez and Neal Costanzo

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 September 24, 2024.
- b. Accounts Payable Report.
- c. SPR 8400, 3746 S. Calvin Ave Will Serve Letter

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

Motion by Director Tovar, Jr.; Second by Vice President Cerrillo, to approve the consent agenda as presented.

5. Old Business:

- a. **Continued from the last board meeting. Consideration and necessary action to determine whether to retain the concrete foundations for the light poles being removed as bollards or remove them to use the space for landscaping.** When the new solar panels are installed at the park, two parking lot light poles will be removed leaving the round concrete posts (Approximated 30 inches in height and 18 inches in diameter) between the parking spaces. These can be kept in place as bollards or removed. It is recommended that they be removed and replaced with landscaping to match the surrounding area. Additionally, if the posts remain in place they may attract graffiti or may pose a danger to the public by children playing on or around them in the parking lot.

Recommended action: to remove and replace concrete foundations with landscaping to match the surrounding area.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to not remove the bollards.

- b. **WWTF Tree Removal.** Continued from the last board meeting. Consideration and necessary action authorizing the Acting General Manager to conduct a survey of trees at the WWTF for potential removal and to remove any trees that are deemed hazardous, sick, or no longer needed or desirable. During the last couple of winters, several trees at the WWTF have had branches break requiring urgent removal of the broken branches and in some cases pruning of the damaged trees. It has since been observed that several of the trees at the WWTF are diseased, old, or otherwise in poor condition and represent a hazard, or at the very least, no longer provide any significant amount of shade. Some of these trees are near the location of the proposed solar panels to be constructed in the next few months. These trees could pose a risk of damage to the new solar panels. It is recommended that the Board authorize the acting General Manager to have the trees evaluated and removed if the General Manager determines that it is in the best interests of the District to have them removed, in an amount not to exceed \$6,700.00

Recommended action: to authorize the acting General Manager to evaluate and remove the trees at their discretion. Amount shall not exceed \$6,700.00.

Motion by Director Cerrillo, Jr.; Second by Director Tovar, Jr. and by a 5-0 to contract Rod's Landscaping and approve quote of \$6,700.00 for the removal of trees at the WWTF.

- c. **CDBG Project No. 21451, WWTF Nitrogen Reduction Project.** The Districts request for an extension on the Project due to having to re-bid the project multiple times was not approved by the County of Fresno. The current bid, if awarded, would exceed the grant by \$80,000-\$136,000. However, there are other CDBG projects in the same funding round with the Project that are not going to be completed potentially making additional funding available to Malaga. The County CDBG funding committee is meeting on October 16, 2024, to re-allocate the unused funds. Even with the potential new funding, the District will have to contribute to the Project to ensure that it is completed. The County of Fresno staff has requested that Malaga pledge funds for the completion of the Project to reflect Malaga's commitment to the completion of the Project. The funds would be required to be available in the second quarter of 2025. Therefore, staff is recommending that the Board pledge to create a restricted fund account, with an initial amount of \$50,000, to be used for the purpose of ensuring that the Nitrogen reduction Project will be completed. The final amount of the necessary restricted funds will be known once the County Board of Supervisors approves a new Project contract with the District.

Recommended Action: to approve the creation of a restrict fund with an initial deposit amount to be used for completing the Nitrogen Reduction Project if approved by the County of Fresno.

Motion by Vice President Cerrillo; Second by Director Cerrillo, Jr. and by a 5-0 vote to approve creation of a restrict fund with a deposit amount to be used for completing the Nitrogen Reduction Project if approved by the County of Fresno.

6. New Business:

- a. **Selection of an Insurance Broker.** The District's benefits and compensation committee has met with three insurance brokers to renew/apply for various insurance policies on behalf of the District. One broker must be selected and authorized to apply for insurance policies on behalf of the District. Staff will give a report and recommendation at the Board meeting.

Recommended Action: receive and consider the report and recommendation of staff and select a broker to apply for and administer insurance policies, as selected by the Board, on behalf of the District.

Item tabled. Board consensus is to schedule a special board meeting to further discuss the details. Special board meeting scheduled for Tuesday, October 15 at 6:00pm.

7. Recreation Reports:

- a. **Director Castaneda reported the recreation committee is finalizing details for the Halloween Program. A committee meeting has been scheduled for October 16.**

Vice President Cerrillo suggested there be a registry for recreation committee Christmas dinner attendees. He also mentioned the MCWD staff Christmas dinner is scheduled for December 21. He ended his recreation report by reporting that the kitchen hood at the recreation center has been completed by Jorgenson.

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. **President Garabedian, Jr. met with Gordon to discuss the aging report. Due to unforeseen circumstances the aging report has been delayed, but the President pressed on the importance of receiving this report as soon as possible. He also reported that Director Castaneda and himself have been officially appointed by the County of Fresno for another four-year term as they ran unopposed in this years' election.**
- b. **Vice President Cerrillo mentioned there continues to be work done at Well #8.**

10. President's Report: reported under GM report.

11. Vice President's Report: reported under GM report.

12. Director's Reports:

- a. **Director Cerrillo, Jr. wanted to give thanks to Director Tovar, Jr. for fundraising to cover costs for the entertainment portion of Fiesta Day. He also gives thanks to the recreation committee and staff for a job well done. Fiesta day went great.**

13. Legal Counsel Report:

14. Communications:

a. Written Communications:

1. The district received membership invoice from ACWA JPIA.

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.*

The board of directors determined that it was necessary to include a closed session item on the agenda as it will pertain to personnel matters. Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to add a closed session item to the agenda.

15. Closed Session: 7:01pm

- a. **Public Employment Pursuant to Government Code section 54957
All Positions and Departments
Nothing to report.**

16. Adjournment:

Motion by Vice President Cerrillo; Second by Director Cerrillo, Jr. and by a 5-0 vote to adjourn the meeting at 7:50pm

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Regular Meeting of the Board of Directors of October 08, 2024 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 10/23/2024.

Norma Melendez, District Clerk



SPECIAL BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 S. FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, October 15, 2024 at 6:00PM

item
4.b.

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.

1. Call to Order: 6:01pm

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

3. Certification: Certification was made that the Board Meeting Agenda was posted 24 hours in advance of the meeting.

4. Old Business:

- a. **Selection of an Insurance Broker.** The District's benefits and compensation committee has met with three insurance brokers to renew/apply for various insurance policies on behalf of the District. One broker must be selected and authorized to apply for insurance policies on behalf of the District. Staff will give a report and recommendation at the Board meeting.

Recommended Action: receive and consider the report and recommendation of staff and select a broker to apply for and administer insurance policies, as selected by the Board, on behalf of the District.

Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to select DiBuduo and DeFendis as the district's health insurance broker to apply for and administer insurance policies and to authorize President Garabedian, Jr. as the district's signor of documents.

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

6. Communications:

- a. Written Communications: *None for this meeting.*
b. Public Comment: *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.*

7. Closed Session: 6:41pm.

- a. Public Employment Pursuant to Government Code section 54957
All Positions and Departments .

8. Adjournment:

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

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Special Board Meeting of the Board of Directors of October 15, 2024, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 10/23/2024.

Norma Melendez

Norma Melendez, District Clerk



MEMORANDUM

item 5.a.

To: Malaga County Water District Board of Directors
From: Joshua D. Rogers, District CDBG Engineer
Date: October 22, 2024

Subject: Approve Bid and Award Contract
Malaga WWTP Nitrogen Reduction Project - CDBG Project No. 21451

BACKGROUND

The District originally received a Community Development Block Grant (CDBG) for Fiscal Year 21-22 in the amount of \$250,000 for the Wastewater Treatment Plan (WWTP) Nitrogen Reduction Project (“Project”). It later received an additional \$250,000 in CDBG funding through an amendment to the CDBG Agreement with Fresno County. The total \$500,000 budget was meant to cover Design Engineering, Permitting, Bidding, Construction and Construction Support Services (i.e. Management, Inspection, Testing, etc.).

The Project consists of the furnishing and installation of recirculation pumps, valves, piping, and submersible mixers in order to convert the existing Dissolved Air Flotation (DAF) system to an Anoxic Basin for the purpose of nitrogen removal and compliance with the District’s Waste Discharge Requirements.

The project was advertised for bids three separate times in the Business Journal and/or Fresno Bee. Following completion of the first advertisement period, a bid opening was held on February 13, 2024, but no bids were received. After a second bid advertisement period, there were 2 bids received on April 24, 2024, but both bids exceeded the Engineer’s Estimate and budget. The Design Engineer, Provost & Pritchard, solicited feedback from the various contractors on why the bids were higher than anticipated, and made modifications to the bid documents. A third bid advertisement was conducted and concluded on September 11, 2024, On that date 2 bids were received, opened and tallied as follows:

	Bidder	Base Bid	Add Alt 1	Total
1)	W.M. Lyles Co.	\$ 426,800.00	\$ 65,700.00	\$ 492,500.00
2)	HPS Mechanical, Inc.	\$ 492,969.00	\$ 76,200.00	\$ 569,169.00

Engineer's Estimate	\$ 288,000.00	\$ 55,800.00	\$ 343,800.00
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DISCUSSION

The bid documents specified that the low bidder would be determined on the basis of the base bid without consideration for the additive alternate. As such, W.M. Lyles Co. (“Lyles”) was determined to be the apparent low bidder.

The bid proposals were reviewed and Lyles’ bid was found to be in order. Copies of the bid proposals and supporting documentation were submitted to Fresno County Public

Works & Planning Department (“County”) for their review and approval with a recommendation from District Staff to award to Lyles. The County is still reviewing all documentation and must concur prior to the award becoming final.

Based on the total bid costs and available budget and, Staff recommends that a contract be awarded to Lyles for the base bid scope of work only. Even with the exclusion of the additive alternate, the project is estimated to exceed the available CDBG funding. Due to the multiple bid periods, the Design Engineering and Bidding costs have exceeded their allocation in the budget. Additionally, the low bid came in over the Engineer’s Estimate. The current total budget for the project is estimated at \$665,000 as follows:

- Design Engineering, Design Permitting and Bidding - \$123,000
- Construction - \$426,800
- Construction Contingency and County Permitting - \$44,000
- Construction Management, Inspection and Testing - \$71,200

Staff has been in contact and coordination with the County throughout the duration of the project. When the third bid still came in over budget, various funding options were discussed. County staff indicated that there was a possibility that some additional CDBG funding could be allocated to the Project. On October 16, 2024, the Fresno County Housing and Community Development’s Citizens Advisory Committee (CAC) heard and approved a recommendation from County Staff to allocate an additional \$130,000 to the Project as a re-allocation of portions of the funding made available due to other projects losing eligibility based on new census information. If that recommendation is approved by the County Board of Supervisors, it would bring the total available funding available for the Project to \$630,000.

Due to time delays on the Project attributed to several factors, but most notably to the multiple bid periods, the CDBG Agreement with the County expired prior to County staff being able to process the extension request submitted by the District. County staff plans to take a new agreement, including the additional budget allocation recommended by the CAC, to the County Board of Supervisors on December 17, 2024. While the prior funding was approved and the new funding recommended, there is no guarantee that the Board of Supervisors will approve the new CDBG Agreement. That said, both District and County Staff find the possibility of a denial of the CAC’s recommendations as remote. Given that the bid documents require the low bidder to hold their bid for 60 days, and that the 60 days from the bid opening will elapse on November 11th, 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.

After receiving the Notice of Award, the Contractor will execute purchase orders for longer-lead materials like the pumps and mixers and will start the submittal review process. In the event that the County Board of Supervisors does not approve the new CDBG funding agreement on December 17, 2024, the District would be responsible for payment for any equipment procurement expenditures incurred by the Contractor prior to cancellation of the contract, but would be able to take possession of any ordered equipment for its use to ultimately complete the project. These are estimated to be on the order of \$100,000 although Staff considers this possibility unlikely.

Assuming the CDBG Agreement is approved without issue, the equipment orders are estimated to be 5-6 months out. Construction would start once all materials are received and the Contractor would then have 180 calendar days to complete the contract.

Once the Agreement is fully executed, the estimated District share of the Project costs is approximately \$35,000. These funds are anticipated to come from sewer revenues budgeted for LAIF repayment. The LAIF repayment fund will be replenished from the anticipated WWTF solar project rebate.

RECOMMENDATION

Staff recommends that the District adopt the attached resolution conditionally awarding the contract for the base bid only of the WWTP Nitrogen Reduction Project to W.M. Lyles Co. in the amount of \$426,800.00 and authorizing the Board President to sign the Agreement on behalf of the District.

RESOLUTION NO. 10-22-2024

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MALAGA COUNTY WATER DISTRICT
ACCEPTING BID FOR THE WWTP NITROGEN REDUCTION PROJECT, CDBG NO. 21451**

WHEREAS, the Invitation to Bid for the WWTP Nitrogen Reduction Project was advertised in the Business Journal on August 7 and 14, 2024; and

WHEREAS, the project will consist of the furnishing and installation of recirculation pumps, valves, piping, and submersible mixers at the 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 September 11, 2024 at 2 pm:

	Bidder	Base Bid	Add Alt 1	Total
1)	W.M. Lyles Co.	\$ 426,800.00	\$ 65,700.00	\$ 492,500.00
2)	HPS Mechanical, Inc.	\$ 492,969.00	\$ 76,200.00	\$ 569,169.00

; and

WHEREAS, the Engineer's estimates for the project were \$288,000.00, \$55,800.00 and \$343,800.00 for the Base Bid, Add Alt 1 and Total Bid, respectively; 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, the bidders must hold their bids for a 60-day period as required by the specifications; and

WHEREAS, the next Board meeting falls outside the 60-day window from the bid opening; 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 Nitrogen Reduction Project be conditionally awarded for the base bid only to: W.M. Lyles Co. in the amount of Four hundred twenty-six thousand eight hundred Dollars and no Cents (\$426,800.00).

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.

This resolution was adopted at a Regular Meeting of the Board of Directors of the Malaga County Water District held on October 22, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Charles E. Garabedian, Jr., Board President

ATTEST:

Norma A. Melendez, Clerk of the Board

SECTION 00 52 13

CONTRACT

THIS CONTRACT is made at **Malaga County Water District** in **Fresno** County, California, by and between **W.M. Lyles Co.**, 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, WWTP N Reduction, 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, WWTP N Reduction," 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:

Four hundred twenty-six thousand eight hundred dollars and no cents.

(Figures in Words)

\$426,800.00

(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.

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

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

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.

Malaga County Water District
WWTP N Reduction

IN WITNESS WHEREOF, they had executed this Contract this _____ day of
_____, 2024.

W.M. Lyles Co.
Contractor

Malaga County Water District
Owner

By _____

By _____
Charles E. Garabedian, Jr., Board President

ATTEST: _____

END SECTION

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Benefit Summary:		Current Delta Dental		Humana \$5000 Plan		Humana \$2000 Plan		Guardian Dental	
		PPO	NonPPO	PPO	NonPPO	PPO	NonPPO	PPO	NonPPO
Calendar Year Deductible		\$25 per person, \$50 per Family (waived for preventative)		\$50 / 3 Mbr. Max (waived for preventative)		\$50 / 3 Mbr. Max (waived for preventative)		\$50 / 3 Mbr. Max (waived for preventative)	
Calendar Year Maximum		\$1,500		\$5,000 + extended Max		\$2,000 + extended max		\$1,500 with max rollover	
Preventive		100%	100%	100%	100%	100%	100%	100%	100%
Basic		80%	80%	80%	80%	80%	80%	80%	80%
Major		50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia		\$2000 life time maximum and adults & children paid at 50%		\$2000 life time maximum and adults & children paid at 50%		\$2000 life time maximum adults & children paid at 50%		\$1,500 life maximum adults & children paid at 50%	
Total Monthly Premium		\$1,542.32		\$1,583.61		\$1,464.71		\$1,511.07	
Total Annual Premium		\$18,507.84		\$19,003.32		\$17,576.52		\$18,132.84	
EE Only	2	\$35.36		\$37.14		\$34.12		\$36.70	
EE & Sp/Dom. Partner	5	\$74.40		\$74.28		\$68.24		\$74.51	
EE & Ch(ren)	1	\$137.45		\$106.90		\$99.21		\$92.54	
EE & Fam	7	\$137.45		\$147.29		\$136.58		\$138.94	
		Out of network paid at Deltal Dentals maximum contract allowance.		Rates guaranteed for 2 years, and will be subject to bundling discounts if Humana Vision and/or life are purchased. Out of network benefits paid at the 90th percentile of Usual and Customary charges. Endo & Perio covered as basic services. Extended annual max excludes orthodontia. See Benefit Summary for additional information		Rates guaranteed for 2 years, and will be subject to bundling discounts if Humana Vision and/or life are purchased. Out of network benefits paid at the 90th percentile of Usual and Customary charges. Endo & Perio covered as basic services. Extended annual max excludes orthodontia. See Benefit Summary for additional information		Rates guaranteed two years and requires bundled package. Requires 75% participation. Includes Maximum Rollover benefit. Out of network paid at 90th percentile.	
Rates Assume a October 1, 2024									

**VISION PROPOSAL
Malaga County Water District
10/01/2024**

item 5.b.

	CURRENT VSP		Humana Vision Plus 200		Humana Vision Plus 160		Guardian Plan 3	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network VSP	Out of Network
Individual Deductible-Exam/Materials	\$10	Up to \$50	\$0	Up to \$30	\$0	Up to \$30	\$10/\$25	
Frequency of Benefits								
Annual Examination	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months
Lenses	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months
Frames	Every 24 Months	Every 24 Months	Every 24 Months	Every 24 Months	Every 24 Months	Every 24 Months	Every 24 Months	Every 24 Months
Contact Lens	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months	Every 12 Months
Benefits								
Exam	In full after co-pay	up to \$50	Paid in Full	Plan pays up to \$30	Paid in Full	Plan pays up to \$30	In full after co-pay	Plan pays up to \$39
Lenses (per pair) after deductible								
Single	In full after co-pay	up to \$50	Paid in Full	Up to \$25	Paid in Full	Up to \$25	In full after co-pay	Up to \$23
Bifocal	In full after co-pay	up to \$75	Paid in Full	Up to \$40	Paid in Full	Up to \$40	In full after co-pay	Up to \$25
Trifocal	In full after co-pay	up to \$100	Paid in Full	Up to \$60.00	Paid in Full	Up to \$60	In full after co-pay	Up to \$25
Frames	\$170 featured, \$150 non featured, \$80 Walmart/Sams Club/Costco	up to 70	Plus Provider: \$250 allowance; In Network \$200 allowance	\$100 allowance	Plus Provider: \$160 allowance; In Network \$160 allowance	\$80 allowance	\$200 allowance + 20%; \$110 allowance Costco, Walmart & Sams Club	Up to \$46; not covered at Costco, Walmart or Sams Club
Elective Contacts in lieu of Glasses	\$150 allowance	up to \$120	\$200 allowance plus 20% off balance over \$200	\$160 allowance	\$160 allowance plus 20% off balance over \$160	\$128.00 Allowance	\$200 allowance copay waived	\$100 allowance
Rates:	CURRENT GUARDIAN PLAN		Humana Vision Plus 200		Humana Vision Plus 160		Guardian Plan 3	
EE Only 2	\$18.56 composit rate X 15		\$8.95		\$6.65		\$7.36	
EE + SDP 5			\$17.91		\$13.31		\$13.94	
EE + CHILD(REN) 1			\$17.01		\$12.64		\$14.20	
EE + FAMILY 7			\$26.73		\$19.87		\$22.48	
Monthly Total	\$278.40		\$311.57		\$231.09		\$255.98	
Notes			Rates are guaranteed for a two year period. Additional discounts using In-Network and Plus providers. Covers diabetic eye care at 100% in network		Rates are guaranteed for a two year period. Additional discounts using In-Network and Plus providers. Covers diabetic eye care at 100% in network		Rates guaranteed for two years; contingent on bundled sale.	

item 5.b.

	Current / Renewal Dearborn National Life Insurance	Humana Life Insurance	Guardian Life Insurance
Life & AD&D Amount per Employee	\$50,000	\$50,000	\$50,000
Age Reduction	All benefits reduce 35% at age 65, 50% at age 70; all benefits terminate at retirement.	All benefits reduce 35% at age 65, 50% at age 70; all benefits terminate at retirement.	All benefits reduce 35% at age 65, 50% at age 70; all benefits terminate at retirement.
Rate Guarantee	Current	24 months	24 months
Total Volume (15 ee's)	\$732,500	\$732,500	\$732,500
Combined Rate per \$1,000	\$0.49	\$0.41	\$0.45
Est. Total Monthly Premium	\$358.93	\$300.33	\$329.63
Est.Total Annual Premium	\$4,307.10	\$3,603.96	\$3,955.56
	Accelerated Death Benefit	Accelerated Death Benefit	Accelerated Death Benefit
	Is Included	Is Included	Is Included
	Waiver of Premium is Included	Waiver of Premium is Included	Waiver of Premium is Included
		Conversion is Included	Conversion is Included
		Portability is Included	Portability is Included
		Rates guaranteed for 2 years	Rates contingent on bundling; 2 year rate guarantee

This Comparison is for Illustrative Purposes. Final Rates Depend on Final Enrollment. Please Refer to Carrier Contract for Exact Coverages and Exclusions.

Malaga County Unified Water District
3580 S. Frank Ave
Fresno, CA 93725
ATTN: Sal Cerillo

At this time Industrial Control and Design, Inc. is pleased to submit for your review and approval its proposal to provide a Service Agreement to Malaga County Water District.

I. Scope of Proposal

- A. Provide a Service Agreement (SA) which includes one of the following options.

II. SA Options

- A. **Tier – 1** Annual Service Contract includes the following:
1. Standard service during business hours.
 2. Access to onsite after-hours support.
 3. A block of 10 hours per month is included and billed monthly at a discounted rate (\$185.00/Hour).
- B. **Tier - 2** Annual Service Contract includes the following:
1. Tier-1 standard service and after-hours support (as listed above).
 2. A block of 20 hours per month is included and billed monthly at a deeper discounted rate (\$175.00/Hour).
- C. **Tier - 3** Annual Service Contract includes the following:
1. Tier-1 standard service and after-hours support (as listed above).
 2. A block of 40-hours per month is included and billed monthly at an even deeper discount (\$165.00/Hour).

III. Project Assumptions & Clarifications

- A. Any materials required will be in addition to this quote.

IV. Not Provided

- A. Hardware.
- B. Field installation or wiring.
- C. Software.
- D. Overtime.
- E. Any additional insurance requirements beyond ICADs standard coverage.

This document and the information contained within are considered the intellectual property of Industrial Control and Design, Inc. and issued in strict confidence. It shall not be copied, reproduced, or distributed without the express written permission of Industrial Control and Design, Inc.

We appreciate your interest in our organization and its abilities and look forward to working with you on this project. If you should have any questions or require any additional information, please do not hesitate to call.

Regards,

A handwritten signature in black ink, appearing to read 'Ron Sequeira', with a long horizontal flourish extending to the right.

Ron Sequeira



FIXED PRICE QUOTATION

FIXED PRICE QUOTATION # 10358A
10/15/2024


Bill:	Malaga County Unified Water District 3580 S. Frank Ave Fresno, CA 93725 ATTN: Sal Cerillo	Ship:	Malaga County Unified Water District 3580 S. Frank Ave Fresno, CA 93725 ATTN: Sal Cerillo
--------------	--	--------------	--

Item#	Description	Total Non-Taxable	Total Taxable
1	Provide Tier 1 Service Agreement (10 Hour Block of Time)	\$1,850.00	
2			
3	Provide Tier 2 Service Agreement (20 Hour Block of Time)	\$3,500.00	
4			
5	Provide Tier 3 Service Agreement (40 Hour Block of Time)	\$6,600.00	
6			
7			
8			
9			
10			
Payment Terms:		=====	=====
Billed <u>Monthly</u> (Net 30) for a period of 12 months.		TBD	
		Total Before Tax	TBD
		Tax (8.35%)	
		Total With Tax	TBD

Conditions:

- This quote expires 30 calendar days after the proposal date.
- "Block of Time" covers regular-time work hours only. Any after-hours support will be billed at ICAD's overtime rate.
- Any mileage and/or expenses will be billed in accordance with ICAD's current rate sheet.
- Any monthly service hours that exceed "Block of Time" quantity will be billed at chosen Tier's rate.
- "Block of Time" hours do not roll over or accumulate.
- If a formal contract is required, its conditions must not deviate from this proposal without ICAD's written permission.

This quotation constitutes an offer to sell which expressly limits acceptance to the Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. Subject to approval of Buyer's credit worthiness and return of this Agreement with Buyer's signature and Purchase Order number.

Buyer: Malaga County Unified Water District 3580 S. Frank Ave Fresno, CA 93725 ATTN: Sal Cerillo	By: _____ Date: _____ PO#: _____	Seller: Industrial Control & Design Inc. 520 Park Creek Dr. Clovis, CA 93611	By:  Date: 10/15/2024
---	--	--	---

Standard Terms and Conditions:

All sales of services or materials by Industrial Control and Design Inc. (Seller) are subject to the following terms and conditions. Seller objects to any additional or different terms contained in any documentation (including, but not limited to purchase orders or acceptance letters) submitted by Buyer. No waiver or modification of these terms and conditions shall be binding on Seller unless authorized in writing by Seller.

SCOPE. Seller agrees to perform for the Buyer the services described in this document. Buyer acknowledges that Seller shall perform the services based upon information furnished to Seller by the Buyer, and Seller shall be entitled to rely upon such information as being accurate and complete. The seller will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes, or regulations.

CHANGE ORDERS. If the Buyer requests a change in the scope to be provided, Seller reserves the right to revise delivery schedules and make an equitable adjustment to the price. Any changes within the scope of services must be in writing and approved by both Seller and Buyer before implementation.

PAYMENT TERMS. Unless otherwise noted in this document, this offer is based upon standard industry terms of net 30. Net 45 & 60 terms are available at an increased cost.

INSURANCE. Unless otherwise stated in this Agreement, Seller's standard insurance will apply. If greater insurance is required, it will be at an additional cost to the Buyer.

TAXES. Unless otherwise stated in this Agreement, Seller's prices do not include sales, use, or similar taxes.

FREIGHT. Unless otherwise stated in this Agreement, Seller's prices do not include crating or freight. Buyer shall bear the risk of loss or damage to any equipment at such time as said equipment leaves Seller's shop.

SCHEDULING. Any estimate of the time required to perform work listed in this Agreement is based upon a start date only after (a) approval of Buyer's creditworthiness and (b) return of Agreement with Buyer's signature and Purchase Order number. Buyer accepts that any timeline estimate given by Seller is only an estimate and is subject to change at any time without penalty to Seller.

PAST DUE ACCOUNTS. For the performance of the services, Buyer shall pay Seller in the manner and at the times herein specified in this Agreement. If Buyer's account becomes past due on any project that Buyer has with Seller, Seller reserves the right to stop work immediately on all projects for Buyer until all past due invoices are paid. Seller shall not be liable for any liquidated damages or other costs incurred by the Buyer as a result of Seller's stoppage of work due to non-payment. There will be a 1-1/2% per month finance charge for all invoices which are past due.

CONTRACT TERMINATION. Should the Buyer fail to comply with this Agreement as set forth herein, then the Seller shall have the right, after giving five days written notice to the Buyer, to terminate this Agreement. Should the Buyer wish to cancel this agreement as set forth herein, then the Buyer shall provide the Seller with five days written notice. Upon termination of the Agreement by either party, the Buyer shall be obligated to pay Seller for all work executed and for any proven loss, cost, or expense in connection with the work, plus any accrued finance charges resulting from past due payment of invoices, through the date of termination. Additionally, upon the termination of the Agreement by Buyer, Seller shall be entitled to a 5% cancellation fee based upon the initial contract price and added to any other charges presented to Buyer. Upon receipt of such payment in full, Seller shall release to the Buyer all materials, programming, and documentation completed to the date of termination of this Agreement.

FIELD WIRING. It will be the responsibility of the Buyer to ensure that all field wiring is conducted in accordance with all applicable Electrical Codes. The seller cannot be held responsible for the system's performance if any wiring by others is not in compliance with said codes and Seller's engineered schematics.

WARRANTY. Seller's liability under this agreement shall be limited to re-performing only those deficient engineering or programming services which a) result from Seller's negligence or willful misconduct and b) are reported in writing to Seller within one (1) year from the date of completion of the services hereunder. Under no circumstances shall Seller be liable to Buyer for any consequential or incidental damages, including, but not limited to, loss of use or loss of profit. Any change to Seller's design or programming by Buyer will void and nullify all warranty. Buyer agrees to pay Seller's standard overtime rates for any warranty work performed outside the normal business hours of M-F, 8-5. Seller shall not be required to perform any warranty work if Buyer's account with Seller becomes past due.

EQUIPMENT WARRANTIES. Seller will use its best effort to obtain applicable warranties from all equipment manufacturers for equipment provided by Seller to the Buyer and will transfer all such warranties directly to Buyer. The Buyer's only recourse shall be under such manufacturers' warranties. Buyer acknowledges that Seller is supplying such equipment without warranty, either implied or expressed.

NO SOLICITATION OR HIRING. Buyer shall not solicit for employment any person employed by Seller for a period of one year after completion of this work. Should Buyer hire a Seller employee within one year of completion of this work, Buyer agrees to pay Seller an amount equal to one time the employee's annualized salary.

INTELLECTUAL PROPERTY. All documents (including, but not limited to, proposals, price sheets, drawings, and specifications), software, and other information or inventions prepared or disclosed by the Seller shall remain the sole intellectual property of the Seller. Following acceptance and final payment, Seller shall grant Buyer a non-transferable, non-exclusive license to use such materials for the Buyer's internal purposes only.

ATTORNEY'S FEES. If there is any action or legal proceeding of any kind to enforce or interpret any provision of this Agreement, the unsuccessful party to such proceeding or action shall pay the prevailing party all costs and expenses, including reasonable attorney's fees and costs incurred by such prevailing party, whether or not such action or legal proceeding proceeds to a judgment.

INDEMNITY. Buyer will defend, indemnify, and hold Seller harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the services and materials by Seller under this Agreement, including claims related to Seller's use of Buyer supplied drawings, measurements, data, or any other information provided by Buyer that is used in supplying materials or services. However, in no event shall Buyer be liable under this provision for claims arising out of the sole negligence or willful misconduct of Seller. In no event shall the total cumulative aggregate liability of Seller resulting from, arising out of, or in connection with this Agreement or the provision of the services and materials by Seller under this Agreement exceed the coverage available under any standard insurance policy Seller has in place which applies to this Agreement, or, in the event no insurance coverage is available, the value of the particular services and materials upon which the claim or damage is based, regardless of the legal or equitable theory upon which the claim or damage is based.

THIRD-PARTY BENEFICIARIES. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Seller. Seller's services and materials are being supplied solely for Buyer's benefit, and no party or entity shall have any claim against Seller because of this Agreement, or the performance or nonperformance of the services and materials supplied under this Agreement.

INDEPENDENT CONTRACTORS. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party, by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

ENTIRE AGREEMENT. This Agreement represents the entire and integrated contract between Buyer and Seller and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Buyer and Seller.

CHOICE OF LAW/VENUE. California law shall govern the terms of this Agreement. In any dispute over this Agreement, the venue will be Fresno County, California.

item 6.b.

From: [Burt Siverling](#)
To: [Maria Lopez](#)
Cc: [Norma Melendez](#)
Subject: FW: Quinn Power Systems CVA
Date: Friday, October 11, 2024 11:19:20 AM
Attachments: [Outlook-vrtdhwrn.png](#)
[MALAGA COUNTY WATER DISTRICT CVA PROPOSAL 2024 \(1\).pdf](#)

From: Donovan Walters <Donovan.Walters@quinncompany.com>
Sent: Thursday, October 10, 2024 2:22 PM
To: Burt Siverling <BSiverling@malagacwd.org>
Subject: Quinn Power Systems CVA

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

Hello,

Attached is the Proposal for getting all the units under our maintenance program. This proposal is not a binding contract. If anything, this will get you a cheaper labor rate when services are done. You also are not required to pay this all up front. You are only charged for when services are performed. If you only want to do some units one year and the rest the following year you can. I'm only pushing this to help you with the labor rate locked in. If you are also willing to sign the proposal we will honor the CVA rate for the work order in question (NF26373).

For Quinn Credit Application please click [here](#)

THANK YOU

DONOVAN WALTERS

Inside Sales Representative

E: donovan.walters@quinncompany.com

O: (559) 891-5468

C: (559) 852-9959





DATE: 8/8/2024

PARTIES: First Party: **QUINN COMPANY**, a California corporation, dba QUINN POWER SYSTEMS hereinafter referred to as "QUINN"; and
Second Party: **MALAGA COUNTY WATER DISTRICT** hereinafter referred to as "OWNER".

RECITALS:

1. Quinn is a factory authorized Caterpillar dealer.
2. Owner owns certain equipment and Owner desires to retain Quinn to perform periodic preventive maintenance on such equipment, and Quinn is willing to perform such periodic preventive maintenance, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT:

The parties hereto do hereby agree as follows:

1. **The Equipment.** Owner now owns the following described engines and related equipment:

Please see complete list of EQUIPMENT on Exhibit C ('PREVENTIVE MAINTENANCE SCHEDULE' - Page 5)

All of the above-described item(s) are hereinafter collectively referred to as "the Equipment" and covered under this agreement.
2. **Term.** Starting from: **8/8/2024**
This agreement is continuous until cancelled or non-renewed and shall commence on the date first written above and shall continue until the end of the coverage term as stated above or terminated by either party giving the other party thirty (30) days written notice of termination. The provisions of this Agreement relating to indemnification and limitation of Quinn's liability shall survive any termination of this Agreement.
3. **The Services.** Owner hereby engages Quinn to render certain maintenance services to the Equipment during the term of this Agreement as indicated below and described on Exhibit "A" attached hereto ("CSA PM LEVEL DESCRIPTIONS"-Page 3). Additional PM coverage may be added anytime at customer's request.

<u>GUARANTEED PERFORMANCE</u>	<u>FREQUENCY</u>	<u>ANNUAL FEE</u>
PM Level 2 - Annual Service	One (1) visit per year.	\$5,444.00

The following part(s) shall be replace for the above scope of work.
Engine Oil, Oil Filter(s), Fuel Filter(s), Water Separator Filter(s), Air Filter(s) as

CONT.

4 .

Fee. During the term of this Agreement, owner shall pay Quinn:

Total Fee: **\$5,444.00** I Accept [] initial

Quinn will invoice Owner in accordance with provisions of this Agreement, including all taxes, after each visit and Owner will pay each invoice within thirty (30) days of receipt. A service charge of one and one half percent (1.5%) per month (18% per annum) will accrue on any invoice that remains unpaid for more than thirty (30) days. Charges for labor performed after the first year of this Agreement shall be adjusted to reflect changes in Quinn's standard labor charges as in effect from time to time. At each twelve (12) month interval after the date on this document a 3% to 5% increase may be effective. If Quinn personnel arrive at the job site to perform the Maintenance Services, and are prevented from doing so through no fault of Quinn, Owner will be charged for the serviceman's time and mileage in each such instance.

This Maintenance Agreement includes travel and mileage charges to and from the job site during normal business hours. Weekend and Off-Hours requests will incur additional Labor Charges according to Exhibit "B". Parts are estimated at time of quote and price may be subject to change at time of service.

5 .

Standards of Performance. Quinn shall perform the Maintenance Services in accordance with the standard of care customarily employed in the heavy equipment maintenance industry. Quinn will cooperate with Owner in scheduling performance of the Maintenance Services and Quinn will perform the Maintenance Services in a manner to minimize interference with the Owner's normal business operations to the extent reasonably possible.

6 .

Limited Duty and Liability. It is expressly agreed that the responsibility and liability of Quinn is strictly limited to performance of the Maintenance Services on the Equipment. Quinn has no responsibility or liability for failure to discover actual or potential problems in the condition or operation of the Equipment. Quinn makes no representations, warranties, or guaranties concerning the Equipment or the operation of the Equipment. Quinn shall have no liability for any consequential damages or lost profits suffered or incurred by Owner. It is expressly agreed that the total liability of Quinn to Owner whether such liability is based upon breach of contract, tort, or any other theory, shall be limited to an amount equal to the total fee payable by Owner to Quinn during the twelve (12) month period prior to such claim. It is further understood by Owner that Quinn would not enter into this Agreement or perform the Maintenance Services without obtaining the benefit of the above-described limitation on Quinn's liability to Owner.

7 .

General Provisions. This Agreement sets forth the entire agreement of the parties hereto concerning the subject matter of this Agreement. This Agreement may only be modified or amended by an agreement in writing executed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

QUINN COMPANY, a California corporation
dba QUINN POWER SYSTEMS

BY: Donovan Walters

TITLE: Inside Sales Rep

Date: 8/8/2024

Owner: **MALAGA COUNTY WATER DISTRICT**

BY: _____

TITLE: _____

PO #: _____

Date: _____

<p>PM Level 1 Multi Point Inspection</p> <ul style="list-style-type: none"> * Comprehensive detailed inspection of units is performed. * Check/Adjust all fluid levels and pressures for correct operation. * Check and inspect air cleaner restriction gauge and air filter element. * Check primary source fuel tank for water with water finding paste. * Check Day tank, Fuel tank, Fuel line fittings for leaks. * Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness. * Check battery voltages, charging rates, fluids, and specific gravities / ICV's. * Engine cranking Batteries will be tested under start up load for voltage drop. * Block Heater elements and inlet/outlet t-stats are checked for proper output and operation. * Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition. * Check Turbo Charger rotation / end play if so equipped. * Check generator brushes for proper tension/setting as equipped. * Check and document Control Panel instruments for proper operation and values. * Grease bearings, fan shafts, linkages, and equipment fittings as required. * Hot oil sample taken and submitted for analysis. * Test safety alarms and contacts. * Run unit under load for up to 15 minutes when authorized by site authority. * Submit report to customer. 	<p>PM Level 3 - Cooling System Service</p> <ul style="list-style-type: none"> * Drain, contain and dispose of waste coolant. * Replace all coolant hoses and clamps. * Replaced the radiator pressure cap(s) * Replaced the engine thermostat(s) and associated gasket(s). * Replaced the engine fan belt(s) and alternator drive belt(s). * Refill system with proper amount of glycol antifreeze and conditioners. * Test run unit to operating temperature, under load when authorized by site personnel. * Return unit back to original mode of operation. * Submit report to customer.
<p>PM Level 2 Annual Service-Major w/ Multi Point Inspection <-----COVERED</p> <ul style="list-style-type: none"> * All items from PM Level 1 are performed, PLUS * Change crankcase oil, oil filter(s), fuel filter(s), water separator(s) and air filter(s) as equipped. * Submit report to customer. 	<p>PM Level 7 - Starting Battery Replacement</p> <ul style="list-style-type: none"> * Engine cranking batteries are removed and replaced. * Engine cranking batteries will be tested under start up load for voltage drop. * Old Battery disposal is provided. * Test run unit without load. * Return unit back to original mode of operation. * Submit report to customer.
<p>PM Level 4 Minor Inspection</p> <ul style="list-style-type: none"> * Perform general walk around inspection of unit. * Fluid levels are spot checked for correct operating range. * Inspect air filter element. * Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required. * Coolant hoses inspected for brittleness, leaks, cracks, and weakness. * Engine cranking batteries will be tested under start up load for voltage drop. * Jacket water heater element & thermostats are checked for proper operation. * Engine drive belts inspected for proper tension and condition. * Control panel instruments checked for proper operation. * Unit is run for 10 minutes, under no load. * Return unit back to original mode of operation. * Submit report to customer. 	<p>PM Level 11 - Automatic Transfer Switch Inspection</p> <ul style="list-style-type: none"> * De-energize the transfer switch, when possible. * Clean unit of dust and dirt accumulations. * Clean open-type relays of dust/grease or oil. * Visually inspect unit for signs of arching, burning, hot spots, charring, or other damages. * Inspect for loose, broken or badly worn parts. * Check terminal lugs and trip units for tightness / signs of overheating. * Check main current carrying contacts for arching, pitting, and discoloration. * Clean main contacts if needed, check and re-tighten if needed. * Check manual switches for free movement and contact continuity. * Check and adjust relay finger contacts if needed. * Lubricate all components for proper operation as needed. * Check plug connections, if equipped. * Check door closure, locking bars and handle mechanism for proper operation. * Check exercise timer if equipped. * Perform transfer test of ATS under load when authorized by site personnel. * Check all components/timers for proper operation and sequencing. * Check main power connections for heat build-up with infra-red gun or provide optional PM Infra-Red scan. * Timers reset to customer specifications and placed in automatic mode. * Return unit back to original mode of operation. * Submit report to customer.
<p>PM Level 5 - Loadbank Test</p> <ul style="list-style-type: none"> * Connect resistive load bank as applicable to generator. * Run Test with requested load for * Record reading every 15 minutes at 100% of name plate rating for above duration * Disconnect load bank from unit. * Return unit back to original mode of operation. * Provide recommendation based on test results. * Submit report to customer. 	<p>PM Level 17 - Infra-Red Thermography Inspection</p> <ul style="list-style-type: none"> * Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized. Inspection consist of: * Set-up of Thermo graphic Imaging Infra-Red camera. * Conduct infra-red scanning inspection. * High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program. * Submit report to customer after technical review has been completed.
<p>PM Level 8 - Fuel Sampling</p> <ul style="list-style-type: none"> * Draw fuel sample from fuel tank & submit to lab for analysis during PM Services * Provide report to customer. 	<p>PM Level 22 - UPS Service</p> <ul style="list-style-type: none"> * Services include manufacturer recommended equipment service & inspection for ir and rotary type systems * Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized. * All services are performed only as unit is equipped and as our technician is authorized. * Submit report to customer.
<p>PM Level 9 - Fuel Polishing</p> <ul style="list-style-type: none"> * Restores fuel to optimum condition by eliminating entrained & suspended contaminants * All particulates filtered down to 10 microns * Removal & disposal of all bottom water, kills bacteria & fungus, apply diesel treatment * Provide report to customer. 	
<p>PM Level 10 - Megohmmeter Alternator Winding</p> <ul style="list-style-type: none"> * This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation. * Perform megohmmeter test on generator winding and measure winding insulation resistance. * Submit report to customer. 	



Customer Support Agreement Contact Info

CSA & SUPPORT SERVICES (800) 789-9774

(562) 463-7150 Fax

Customer # : 400505E

EXHIBIT "B"

Agreement # : NEW

EMERGENCY NUMBERS

***Selma Quinn Power Systems
10273 S Golden State Blvd Bldg B, Selma, CA, 93662***

**Quinn Power Systems will provide "On Call" emergency service 24 hours per day,
7 days a week with a response time of 4 hours or less.**

For regular or emergency service, please call the following numbers:

During normal working hours (7:00AM to 05:00PM Monday – Friday) call:

- Service Department..... (559) 891-6670**
- Sales Representative..... Donovan Walters O:(559) 891-5468
C:(559) 852-9959**
- Service Manager..... (559) 891-5436**
- CVA Coordinator..... Tiffany Alkire (559) 891-6645**
- After hours, Saturdays, Sundays and holidays, call (559) 891-4040**

All call outs requested OFF normal business hours; Monday through Friday, Saturdays, Sundays, and Holidays will be required to pay an hourly minimum of four (4) hours according to the prevailing billable rates within Exhibit "B". The above discounted labor rates will remain in effect until annual addendum review or upon termination of this agreement as covered in paragraph 2 under the general agreement terms.



PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 400505E

EXHIBIT "C"

Agreement # : NEW

Customer: **MALAGA COUNTY WATER DISTRICT**
Address: 3580 S FRANK
FRESNO CA 93725

Date: 8/8/2024
Phone No. 559-891-4040
Fax No.

Attention: **BURT SIVERLING**

Prepared by: Donovan Walters
(559) 891-5468

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description		PM Level 2 Annual Service	ANNUAL COST
Caterpillar 3306, SN 9NR00866	LABOR:	\$800.00	\$1,256.00
#1: WELL #6, FRESNO	EST. PARTS:	\$456.00	
Caterpillar 3516XQ2000, SN 7RN01248	LABOR:	\$800.00	\$1,360.00
#2: 3580 S FRANK, FRESNO	EST. PARTS:	\$560.00	
Cummins QAL-9, SN 73427894	LABOR:	\$800.00	\$1,414.00
#3: WELL #8, FRESNO	EST. PARTS:	\$614.00	
Cummins QSL-9, SN 21798612	LABOR:	\$800.00	\$1,414.00
#4: WELL #7, FRESNO	EST. PARTS:	\$614.00	

Note: Parts are estimated at time of quote and price may be subject to change at time of service.

\$5,444.00

\$5,444.00

\$5,444.00

item 6.c.



520 Park Creek Drive
 Clovis, CA 93611
 Office (559) 498-3017
 Fax (559) 498-0292
 www.lighthouseelec.com
 Lic# 871256
 PWC# 1000024650

T&M ESTIMATE

T&M ESTIMATE # L10273A
 10/4/2024


Bill:	Malaga County Water District 3580 S. Frank Street Fresno, CA 93725 ATTN: Robert Herrero Jr.	Ship:	Malaga County Water District 3580 S. Frank Street Fresno, CA 93725 ATTN: Robert Herrero Jr.
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Qty	Description	Unit Cost	Amount
1	Provide T&M services in accordance with Lighthouse Electrical for removal and Installation (1) Furnished Line Reactor.		\$2,253
	Shipping Fees for Line Reactor TBD		TBD
<i>This quote has been budgeted to have the onsite services completed during one single-day trip. Multiple trips will result in additional cost.</i>			
Payment Terms: T&M billed weekly (Net 30)			Lump-sum Total or Estimate \$2,253

Conditions:

- This quote is based on the current costs of equipment and materials. After acceptance of this quote, any cost increases due to excessive inflation rates, taxes/tariffs, and/or increased shipping costs would be the customer's responsibility.
- This quote expires 30 calendar days after the proposal date.
- Any standby time due to equipment malfunction, project scheduling, equipment, materials provided by others, etc., will be in addition to this quotation.
- All work will be performed M-Fri, 7:00 am – 3:30 pm.
- Any buyer-requested overtime will be an additional cost.
- The existing system is expected to be correct and operable. Troubleshooting of the existing system will be in addition to this proposal.
- Any additional hardware or services will be in addition to this proposal. This includes but is not limited to control or communication to any other devices not listed here.
- If a formal contract is required, its conditions must not deviate from this proposal without LEI's written permission.

This T&M estimate constitutes an offer to sell which expressly limits acceptance to Seller's Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. By signing this agreement, Buyer approves of proceeding on a T&M basis and agrees to pay in accordance with attached Standard Rate Sheet. As this is an estimate only, actual costs may be higher or lower than that here. Buyer will be contacted for approval if costs will go higher than estimated in this Agreement. Subject to Buyer's credit worthiness, and signed return of this form with a Purchase Order number.

Buyer: Malaga County Water District 3580 S. Frank Street Fresno, CA 93725 ATTN: Robert Herrero Jr.	By: _____ Date: _____ PO#: _____	Seller: Lighthouse Electrical Inc. 520 Park Creek Drive Clovis, CA 93611	By:  Date: 10/4/2024
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