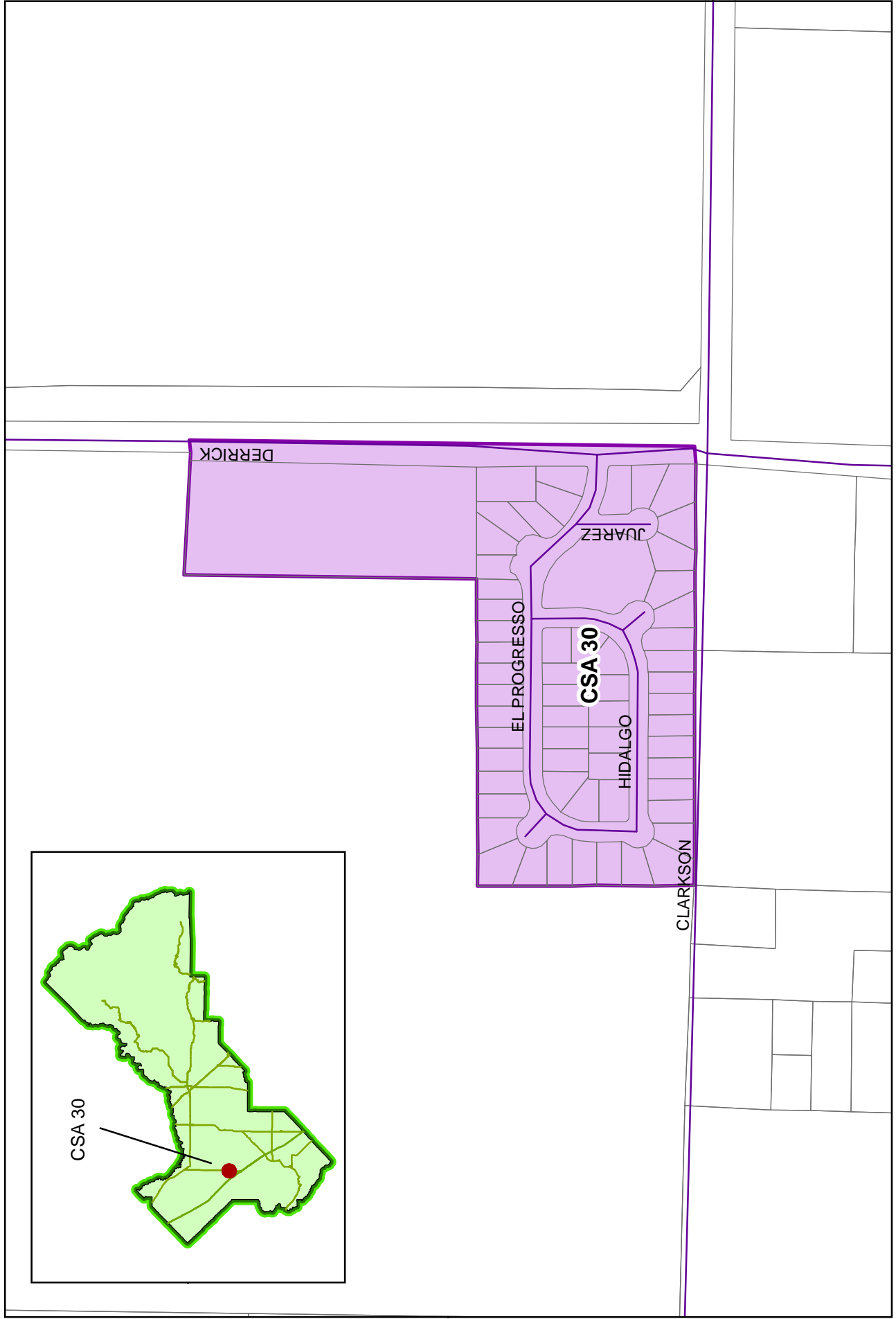
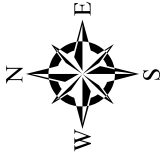




# County of Fresno

## County Service Area 30



# EXHIBIT B

## DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE  
3374 EAST SHIELDS AVENUE, ROOM 3  
FRESNO, CA 93726-6913

May 8, 2019

Mr. Steven White, Director  
Department of Public Works and Planning  
County of Fresno  
2220 Tulare St.  
Fresno, CA 93721

Approval of Funding from Local Assistance Funds to the County of Fresno for the  
Community of County Service Area No. 30 – El Porvenir

Dear Mr. White:

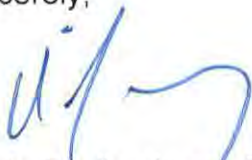
Your request for funds to accomplish the additional scope of work regarding the failing water treatment plant in El Porvenir has been approved. The approved funding is not to exceed the amount of \$275,000. The term of the funding is from May 10, 2019, to June 30, 2020.

The purpose of this funding is for County Service Area (CSA) No. 30 to address the immediate needs of the Roberts Pacer II Packaged Water Treatment Plant (Plant). The project comprises replacing the Plant and necessary appurtenances. Approximately 280 residents rely on this system for their potable water needs. Additionally, CSA No. 30 has no back-up water treatment system available if the existing plant fails entirely.

An amendment to Funding Agreement 4600011626 is being developed and will be sent to you for approval. You can start incurring costs from May 10, 2019. No reimbursement will be issued until the funding agreement amendment is executed.

If you have any questions or need additional information regarding the agreement, please contact Kristin Willet by email at [Kristin.Willet@water.ca.gov](mailto:Kristin.Willet@water.ca.gov) or by phone at (559) 230-3327.

Sincerely,



Kevin Faulkenberry, P.E  
Chief, South Central Region Office  
Department of Water Resources



# County of Fresno

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

May 3, 2019

Steve Doe, PhD, P.E  
Supervising Engineer  
California Department of Water Resources  
3374 E Shields Ave Room 3  
Fresno CA 93726

Transmitted via email: Steve.Doe@water.ca.gov

Subject: Request for Emergency Related Grant Funding for the Community of  
County Service Area No. 30 – El Porvenir

Dear Mr. Doe,

The County of Fresno (County) Department of Public Works and Planning (Department) requests emergency funding to ensure the residents of El Porvenir (CSA 30) continue to have access to potable water until the completion of the water system improvements projects (Projects).

As mentioned in the previous letters and emails to the California Department of Water Resources (DWR), WesTech Engineering submitted estimates to the County for purchasing an Ultrafiltration equipment to replace the existing leaky water treatment package unit (Attachment A).

Westech and Department has also coordinated with a Contractor and obtained an estimate for the installation and start-up of the new package plant for approximately \$75,000.

The total cost estimate of the project is as follows:

## Purchase and installation of a new SWTP

Cost	
Alta-Pac Ultrafiltration System Model # UFT51C	\$250,000
Construction Quote from Don Smith Construction (*)	\$75,000
<b>Total Cost</b>	<b>\$325,000</b>

The County has decided to move forward with the project to install the new package plant, and we are hereby requesting DWR funding in the amount of \$275,000.

The State Water Resources Control Board, Cleanup and Abatement Account program has already committed the remaining \$50,000 (See attachment B)

If you have any questions regarding the request or ongoing projects, please contact me at 559-600-4512 or via email at [sartal@fresnocountyca.gov](mailto:sartal@fresnocountyca.gov).

Sincerely,



Sebastian Artal  
Senior Engineer  
Department of Public Works and Planning  
County of Fresno





# Ultrafiltration System

Fresno County, California

## Represented by

Dwight Craig  
MISCOWater  
Pleasanton, California  
(925) 963-9453  
dcraig@miscowater.com

## Furnished by

Adrian Williams  
awilliams@westech-inc.com

Libbie Linton  
llinton@westech-inc.com

## ATTACHMENT A

**WESTECH**

Proposal No.: 1830655x5  
Friday, May 03, 2019



# Process Equipment Scope of Services

## Item A – AltaPac™ Ultrafiltration System Model Number UFT51C

Design Overview		
Description	Unit	Dimension/Capacity
Application	-	Municipal Drinking Water
WesTech System Model	-	UFT51C, AltaPac™ System
Membrane Module	-	Toray HFU-2020N
Net Product Flow Rate	gpm	50 150 with Module Expansion
Redundancy and Unit Quantity	-	1 x 100%; N+1 Redundancy, (1) total units
Approximate Dimensions	Per Unit	11'-6" L x 4'-10" W x 10'-8 7/16" H Shipping Height: 6'-5"
Number of Modules	Per Unit	3 installed, 6 capacity

WesTech is a leader in innovative membrane filtration system technology, including VersaFilter™ open-platform systems, AltaPac™ packaged systems, retrofit engineering solutions, intelligent controls and performance analysis technology. The AltaPac™ system is fully skid-mounted to minimize field assembly. All components and valving, including an integral clean-in-place system, is pre-configured to maintain a compact footprint and allow for error-free commissioning. Controls are fully-automated and completed by in-house electrical engineers and process automation experts.

In addition to UF/MF equipment, WesTech is one of the only membrane system suppliers to offer extensive pre- and post-treatment options for an integrated, complete process with consolidated support. Our membrane filtration team has provided more than 85 membrane systems throughout North America with UF/MF installations in excess of 10 MGD. As a company, WesTech has 530 employees, 190 degreed engineers, and more than 15,000 process equipment installations throughout the world. This significant experience translates into reliable, time-tested equipment.



**WESTECH**

Proposal No. 1830655

## Design Information

### Water Quality

WesTech UF/MF systems will consistently produce high purity treated water even with variation in the feed source due to a small nominal pore size in an absolute barrier configuration.

Feed Water Quality*		
Description	Unit	Concentration
Source	-	Surface Water
pH		6.5 – 8.5
Temperature	°C	5 – 20
Turbidity	NTU	<5
Total Suspended Solids	mg/L	<5
Total Organic Carbon	mg/L	<3
Iron	mg/L	<0.3
Manganese	mg/L	<0.05

*\*Values are assumed and should be verified. It should be noted that the use of charged polymeric flocculant aids increases risk of irreversible membrane fouling and should be discussed with WesTech, and this risk is applicable to all polymeric MF/UF membrane manufacturers. The presence of oil and grease in the source water should also be avoided.*

Treated Water Quality		
Description	Unit	Concentration
Turbidity	NTU	≤ 0.10 NTU 95% of the time with a maximum turbidity of 0.3 NTU
Total Suspended Solids	mg/L	< 1
Silt Density Index	-	≤ 3
Giardia Removal*	-	≥ 4 log (99.99%)
Cryptosporidium Removal*	-	≥ 4 log (99.99%)
Virus Removal*	-	≥ 1.0 log removal (90.00%)
Certification Standards		NSF 61, NSF 419, CDDW, Title 22, UL 508A Listed

*\* Challenge-testing certification is provided by independent evaluation through the California Division of Drinking Water and NSF/ANSI 419. Typical removal levels exceed the certification level and are often on the order of 6-log. Additionally, the UF membranes achieve 1.5 log removals of viruses, though virus removal certification is only recognized up to 1.0 log by CDDW for any membrane filter.*



## Complete Process Design Summary

### Detailed Design Summary

Parameter	AES	SI
Number of Units in System	1	
Number of Units in Operation	1	
WesTech System Model	UFT31C, AltaPac VI	
Installed Modules per Unit	3	
Total Module Capacity per Unit	6	
Module Model	Toray HFU-2020N	
Membrane Area per Module	775 ft <sup>2</sup>	72 m <sup>2</sup>
Membrane Area in Operation	2,325 ft <sup>2</sup>	216 m <sup>2</sup>
Design Temperature	68.0 °F	20.0 °C
Production Cycle Time	30 min	
Flux Rates		
Instantaneous Flux at Design Temp.	35.9 gfd	60.9 lmh
Normalized Flux (20°C) at Design Temp.	35.9 gfd	60.9 lmh
Flow Rates		
Instantaneous Flow Rate	58 gpm	13 m <sup>3</sup> /hr
Average Gross Flow Rate	52 gpm	12 m <sup>3</sup> /hr
Average Net Filtrate	50 gpm	11 m <sup>3</sup> /hr
Backwash Flow Rate	64 gpm	14 m <sup>3</sup> /hr
Approx. Net Filtrate Production per Day	72,010 gpd	273 m <sup>3</sup> /day
Backwash Waste Volume per Day	1,395 gpd	5 m <sup>3</sup> /day
Influent Used for Rinsing/Draining per Day	2,132 gpd	8 m <sup>3</sup> /day
Water Recovery	95.3 %	
Estimated Maintenance Clean Frequency	Daily to Weekly	
Estimated Clean-In-Place Frequency	30 days	



**WesTech**

**WesTech**



## Scope of Supply Information

Scope of Supply – AltaPac™ Packaged System			
Item	Quantity	Description	Brand (or equal)
Membrane Modules	3/unit	Hollow-fiber, outside-in UF, PVDF/TIPS, 0.01 µm	Toray
Skid Frames	1	Welded carbon steel, baked powder-coat	-
Manifold and Supply Piping	-	Schedule 80 PVC 3" feed/filtrate connections	-
Feed / CIP Recirculation Pump	1	-	Goulds
Backwash Pump	1	-	Goulds
Pre-strainer	1	200 micron, automatic backwashing	Valve and Filter
Compressed Air System	1	Compressor, receiver, oil filter, and dryer	Quincy
<b>Clean-In-Place System</b>		<i>Integral to Packaged System</i>	
NaOCl Dosing Pump	1/unit	CIP/MC process	ProMinent
Citric Acid Dosing Pump	1/unit	CIP/MC process	ProMinent
CIP Tank	1/unit	HDPE	Tamco
Heater	1/unit	-	Chromalox
pH Sensor/Transmitter	1/unit	-	GF Signet
Temperature Transmitter	1/unit	-	GF Signet
<b>Turbidimeter</b>	1 common feed	TU5300 sc	Hach
	1/unit filtrate	TU5300 sc	Hach
	2 total		
Flow Meters	1/unit	Bi-directional magnetic flow meter with transmitter	Siemens
Pressure Instrumentation	-	Transmitters, switches, gauges	Wika, Ashcroft
Valves / Actuators	-	Manual and actuated valves	Bray
Block and Bleed Assemblies	-	Cross-connection control on feed, backwash, and CIP lines	Bray / Asahi
Electrical Controls	1 Master Panel	NEMA 4, 480 V, 3 ph, PLC, HMI	-
Tanks	By WesTech	Feed, backwash HDPE with level measurement	-

## Additional Service and Equipment

### On-Site Technical Assistance and Training

WesTech has included on-site technical assistance during construction, pre-commissioning and start-up to ensure the equipment is installed and commissioned per WesTech and sub-suppliers requirements. All service visits will be completed by certified field technicians that are qualified and have experience working with WesTech equipment.

Any additional trips that the customer may request can be purchased at the standard WesTech daily rates plus travel and living expenses.

WesTech On-Site Service		
Service	Number of Trips	Number of Days
Installation Assistance, Start-Up, Operator Training	3	12
<b>Total Included Service</b>	<b>3</b>	<b>12</b>

To supplement the above noted technical assistance, WesTech will provide the additional services.

- Technical support during WesTech office hours with a direct phone number to reach a qualified and involved project representative.
- Access to a 24 hour on-call emergency support line.

## Optional Item A-1: Double Block and Bleed Assemblies

As a cross-connection control strategy, WesTech can offer double block and bleed valve assemblies for the membrane feed and filtrate connections. During a CIP or when there is chemical solution in the unit, two in-line butterfly valves will close and a bleed valve will open to drain the line pressure from the pipe spool and prevent any chemical solution from leaking past the valve and into the feed or filtrate piping off-skid.

This strategy is used as a safety control measure to prevent cleaning chemicals from reaching the feed or filtrate streams. If selected, the system design will be modified to account for additional pneumatically-actuated valves.

Scope of Supply – Block and Bleed Assemblies			
Item	Quantity	Description	Brand (or equal)
Blocking valves	1/assembly Total: 2	Actuated butterfly valves	Bray
Bleed valve	1/assembly Total: 2	½" pneumatic ball valve	Asahi
Accessories	-	Pipe spool and hardware to mount to skid nozzles	-

## Optional Item A-2: Hach TU5400 Upgrade

If desired, WesTech can modify the Hach TU5300 turbidimeter currently installed on the system filtrate line to a TU5400. This is applicable if required by the State of California Division of Drinking Water. This turbidimeter is able to measure to 0.0002 NTU as an ultra-high precision low range laser turbidimeter.

## Optional Item A-3: Chemical Neutralization System

If desired, WesTech can add the capability of chemical waste neutralization to the included clean-in-place system. Following an operator-initiated cleaning cycle, the chemical waste from the membrane system would be sent to the neutralization tank.

The CIP recirculation pumps will also serve as a neutralization chemical recirculation pump, which would recirculate the chemical solution through the neutralization tank and CIP system piping for complete mixing. During this mixing step, sodium bisulfite, acid, or sodium hydroxide, as needed, are dosed by chemical metering pumps for neutralization. This process is automatic and in-line pH and ORP sensors verify the solution is sufficiently neutralized before discharge to the waste location or sump.



Scope of Supply – Neutralization System			
Item	Quantity	Description	Brand (or equal)
Skid Frame	1	Welded carbon steel, baked powder-coat	-
Piping	-	Schedule 80 PVC	-
Valves / Actuators	-	Actuated valves	Bray
Neutralization Mixing Pump	1	End-suction centrifugal, ½ HP	Goulds
<b>Chemical Metering Pumps</b>			
Sodium Bisulfite	1	Neutralization - NaOCl quenching	ProMinent
Sodium Hydroxide	1	Neutralization - pH neutralization	ProMinent
ORP Sensor	1	-	GF Signet
Neutralization Tank	1	1000 gallons with level control	Norwesco

## Clarifications and Exceptions

**Indoor/Covered Installation:** Please note that this equipment should be covered or within a structure. This can be addressed through either an awning providing adequate sun shading, a canopy, or an enclosed building. If desired, WesTech can provide additional options for protection of the equipment.

**Turbidimeters:** Please note that the system currently has Hach TU5300 turbidimeter installed on the filtrate. If required per California Department of Drinking Water, WesTech can provide a price adder to modify this current turbidimeter to a TU5400.

**Block and Bleed Valving:** This system currently does not have block and bleed valving, which may be required per California Division of Drinking Water. If required, WesTech will require some additional time and funds for sourcing and fabrication of block and bleed assemblies to install on the system.

**Chemical Neutralization:** As part of an ultrafiltration system process, periodic chemical cleaning will be required to restore membrane permeability. WesTech will be glad to discuss options for discharge of this chemical waste with additional information regarding site constraints and limitations.

# Chemical Waste Volumes – Estimated

Estimated Backwash and Chemical Drainage Waste	
Parameter	Design Value
WesTech System Model	UFT51C, AltaPac VI
Time in Operation per Day	24 hours
Net Filtrate Produced	215,999 gpd
Production Cycle Time	30 min
<b>Backwashing (no chemical added)</b>	
Backwash flowrate	190 gpm
Volume generated per backwash	95 gal
Backwash Cycles per Day	42.5 cycles
Total Filtrate used for Backwashing	4,036 gpd
Total Feed Water used for Rinsing	4,696 gpd
Total System Waste Volume	8,855 gpd
Est. System Recovery	≥ 96 %
<b>Clean-in-Place (NaOCl or Citric/HCl added)</b>	
CIP Frequency	≥ 30 days
CIP Discharge Volume	116 gal
Chemical Clean 1* Final NaOCl Concentration	3,000 ppm
Chemical Clean 2* Final Citric Concentration	5,000 ppm
<b>Maintenance Cleaning (NaOCl added)</b>	
Sodium Hypochlorite Soln.	12.5 %
Est. Frequency	3 per week
Total Backwash Volume (with Chemical)	215 gal
Est. Final NaOCl Discharge Conc.	265 ppm
Est. Rinse Volume, Post-Clean (3 BWs)	285 gal
<b>Maintenance Cleaning (Acid added)</b>	
Citric Acid Soln.	50 %
Est. Frequency	1 per week
Backwash Volume (with Chemical)	215 gal
Est. Final Acid Discharge Conc.	882 ppm
Est. Rinse Volume, Post-Clean (3 BWs)	285 gal

*\*Note: NaOCl and Citric acid cleans are performed separately. These two chemicals should never be mixed to avoid potential formation of chlorine gas.*

# Commercial Budget Proposal

Proposal Name: Fresno County, California

Proposal Number: 1830655x5

Date: May 3, 2019

## 1. Bidder's Contact Information

Company Name	WesTech Engineering, Inc.
Contact Name	Libbie Linton
Phone	801.265.1000
Email	llinton@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

## 2. Pricing

Currency

US Dollars

### Scope of Supply

#### Item A – AltaPac™ Ultrafiltration System

#### Purchase Option

**\$263,354.00**

**Discounted: \$250,000.00**

#### Rental Option

*This price does not include optional items listed below and is subject to change based on their inclusion*

**\$18,700.00/mo.  
12 month rental**

#### Optional Items

A-1: Double Block and Bleed Assemblies, Feed/Filtrate

**\$3,665.00**

A-2: Hach TU5400 Upgrade

**\$4,886.00**

A-3: Chemical Neutralization System (Lead Time – 8 Weeks)

**\$26,835.00**

#### Total

#### Select Options

Included, based on rate of  
7.975% (subject to change,  
as applicable)

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)

Prices are for a period not to exceed 30 days from date of proposal.

### Field Service

#### Included Field Service

**3 Trips, 12 Days**

#### Daily Rate

**\$1,200**

Prices do not include field service unless noted, but it is available at the daily rate plus expenses. Travel will be billed at the daily rate. Any canceled charges due to the customer's request will be added to the invoice. The greater of visa procurement time or a two week notice is required prior to trip departure date.

## 3. Payment Terms

PO Acceptance

**10%**

Notification of Ready to Ship

**90%**

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.



Proposal No. 1830655



#### 4. Schedule

Ready to Ship

2 to 3 weeks after receipt of P.O.

#### 5. Freight

Domestic

FSP-FFA

From

Final Destination

Number of Containers

**Membrane Equipment**

Fresno, CA

Approx. (1) Flatbed Trucks

Salt Lake City, UT

**Membrane Modules**

(1) Heat-Controlled Van/Truck

Poway, CA

**Terms & Conditions:** This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

**Paint:** If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

# One-Year Warranty

---

WesTech equipment is backed by WesTech's reputation as a quality manufacturer, and by many years of experience in the design of reliable equipment.

Equipment manufactured or sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which WesTech's examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or eighteen (18) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon WesTech's estimate of the percentage of normal service life realized from the part. WesTech's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

**This warranty is expressly made by WesTech and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. WesTech neither assumes nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.**

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc. makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

# Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. Specifications:** WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. Items Included:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. Parties to Contract:** WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

**4. Price and Delivery:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

**5. Payments:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**6. Payment Terms:** Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be

performed by the WesTech Engineering Inc. until such payment has been received.

**7. Escalation:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

**8. Approval:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

**9. Installation Supervision:** Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.



**10. Acceptance of Products:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**11. Taxes:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

**12. Title:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

**13. Insurance:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**14. Shipments:** Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's

expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**15. Warranty:** WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

**16. Patents:** WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. to do so. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

**17. Surface Preparation and Painting:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech

Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

**18. Cancellation, Suspension, or Delay:** After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

**19. Return of Products:** No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

**20. Backcharges:** WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

**21. Indemnification:** Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**22. Entire Agreement:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**23. Motors and Motor Drives:** In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

**24. Extended Storage:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**25. Liability:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

**26. Arbitration Negotiation:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



Proposal No. 1830655

# ATTACHMENT B

**From:** [Hanagan\\_Kim@Waterboards](mailto:Hanagan_Kim@Waterboards)  
**To:** [Aital\\_Sebastian](mailto:Aital_Sebastian)  
**Cc:** [Tosney\\_Meghan@Waterboards](mailto:Tosney_Meghan@Waterboards); [Fong\\_Mark@Waterboards](mailto:Fong_Mark@Waterboards); [Labrado\\_Lisa@Waterboards](mailto:Labrado_Lisa@Waterboards)  
**Subject:** FW: El Porvenir CAA emergency request  
**Date:** Thursday, May 02, 2019 4:30:36 PM

Sebastian, per your request this is the project approval.

Mark, can you please send Sebastian the typical email we send when project is approved, explaining that they can incur costs as of today, etc... thank you. I'm hoping we have a PD cert and std 204 already?

**From:** Laudon, Leslie@Waterboards <Leslie.Laudon@waterboards.ca.gov>  
**Sent:** Thursday, May 02, 2019 4:11 PM  
**To:** Karkoski, Joe@Waterboards <Joe.Karkoski@waterboards.ca.gov>  
**Cc:** Hanagan, Kim@Waterboards <Kim.Hanagan@waterboards.ca.gov>; Labrado, Lisa@Waterboards <Lisa.Labrado@waterboards.ca.gov>; Tosney, Meghan@Waterboards <Meghan.Tosney@waterboards.ca.gov>; Fong, Mark@Waterboards <Mark.Fong@waterboards.ca.gov>  
**Subject:** RE: El Porvenir CAA emergency request

I approve \$50,000 in CAA emergency funding for El Porvenir's Ultrafiltration system as described below. I concur with staff's CEQA determination.

Leslie

Cleanup and Abatement Account (CAA) Technical Review			
<b>Type of Agreement:</b>	<input checked="" type="checkbox"/> Written <input type="checkbox"/> Oral		
<b>Project ID (FAAST Pin):</b>	N/A		
<b>Author:</b>	Mark Fong	<b>Date:</b>	5/1/19
<b>Project Title:</b>	Fresno County Service Area 30 (El Porvenir) – Ultrafiltration System Emergency Installation		
<b>Grantee Name:</b>	County of Fresno (County)		
<b>Receiving Technical Assistance:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If Yes, indicate provider)	<b>Provider:</b>	N/A
<b>Water System Name:</b>	Fresno County Service Area 30 (El Porvenir)	<b>Water System No.:</b>	CA1000019
<b>Water System Classification:</b>	Community		
<b>Number of Connections:</b>	56	<b>Population Served:</b>	Approx. 185
<b>Requested Funding Amount:</b>	\$50,000	<b>Work Completion Date:</b>	September 2019
<b>Funding Source:</b>	CAA	<b>Balance of Source:</b>	n/a
<b>County and General Location:</b>	Fresno County; 40 miles SW of the City of Fresno	<b>Median Household Income (MHI):</b>	\$33,813 (2016 ACS)
<b>Financial Review</b>	<input checked="" type="checkbox"/> Yes (verbal) <input type="checkbox"/> No	<b>Available Reserves:</b>	\$0
<b>Division of Drinking Water (DDW) District Engineer and LPA if applicable:</b>	Jose Robledo	<b>DDW Support of Proposed Project:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Description of Existing System:</b> El Porvenir is located in a rural area of Fresno County (40 miles southwest of the City of Fresno), and obtains surface water from the California Aqueduct via a contract with the Westlands			



Water District (WWD). The surface water is subsequently treated at the Fresno County Service Area 30 surface water treatment plant (SWTP) and disinfected prior to being stored in the water system's 180,000-gallon steel water storage tank. Treated water is then taken from the tank and pumped to the distribution system for use by the residents. This existing packaged SWTP has significant corrosion of the filters causing high water leakage rates. If the plant completely fails, the community of El Porvenir would have no access to water. If the SWTP were to be bypassed the water would not be safe for showering or handwashing.

**Is the Recipient one of the following eligible entities?**

☒ YES      ☐ NO

(If Yes, check which below)

- ☒ Public Agency, including a Public School/School District.
- ☐ Non-profit Organization Serving a Disadvantaged Community
- ☐ Federally recognized Indian Tribe or a California Native American Tribe Serving a Disadvantaged Community
- ☐ Community Water System Serving a Disadvantaged Community

**Explain (as needed):**

[Click here to enter text.](#)

**Description of Problem:**

**WATER QUALITY**      ☐ N/A

**Does the Project address any of the following contaminant(s) of concern that have concentrations in exceedance of the Maximum Contaminant Level or Notification Level**      ☒ YES      ☐ NO

**MAN-MADE CONTAMINANTS**

- |  |   |
|--|---|
| a. Nitrate [MCL: 10 mg/L as nitrogen, N]   | <input type="checkbox"/> YES            |
| b. Perchlorate [MCL: 6 µg/L]   | <input type="checkbox"/> YES            |
| c. Tetrachloroethylene (PCE) [MCL: 5 µg/L]   | <input type="checkbox"/> YES            |
| d. Trichloroethylene (TCE) [MCL: 5 µg/L]   | <input type="checkbox"/> YES            |
| e. 1,2-dibromo-3-chloropropane (DBCP) [MCL: 0.2 µg/L]                                | <input type="checkbox"/> YES            |
| f. Carbon tetrachloride [MCL: 0.5 µg/L]  | <input type="checkbox"/> YES            |
| g. 1,1-Dichloroethylene (1,1-DCE) [MCL: 6 µg/L]                                      | <input type="checkbox"/> YES            |
| h. 1,2-Dichloroethane (1,2-DCA) [MCL: 0.5 µg/L]                                      | <input type="checkbox"/> YES            |
| i. Cis-1,2-dichloroethylene [MCL: 6 µg/L]  | <input type="checkbox"/> YES            |
| j. Benzene [MCL: 1 µg/L]   | <input type="checkbox"/> YES            |
| k. Methyl tertiary butyl ether (MTBE) [MCL: 13 µg/L]                                 | <input type="checkbox"/> YES            |
| l. 1,2,3 Trichloropropane (1,2,3 TCP) [MCL=5 ppt]                                    | <input type="checkbox"/> YES            |
| m. Total Trihalomethanes (TTHM)[MCL: 80 ppb]<br>Haloacetic acids (HAA5)[MCL: 60 ppb] | <input checked="" type="checkbox"/> YES |

**NATURALLY-OCCURRING CONTAMINANTS**

- |                             |                              |
|-----------------------------|------------------------------|
| a. Arsenic [MCL: 10 µg/L]   | <input type="checkbox"/> YES |
| b. Gross Alpha [MCL: pCi/L] | <input type="checkbox"/> YES |
| c. Uranium [MCL: 20 pCi/L]  | <input type="checkbox"/> YES |

<p>d. Selenium [MCL: 50 µg/L]</p> <p>e. Total Chromium [MCL: 50 µg/L]</p> <p>f. Other. Please specify below.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> YES</p>										
<p><b>Explain (As needed):</b>  <a href="#">Click here to enter text.</a>            (e.g., Enforcement Actions by DDW, LPA, EPA. Out of compliance based on what data, confirmed by regulator?).</p>											
<p><b>INADEQUATE WATER SUPPLY OR OTHER URGENT DRINKING WATER NEEDS</b>   <input type="checkbox"/> N/A</p> <p><b>Explain (as needed):</b>  <a href="#">Click here to enter text.</a></p>											
<p><b>Previous Funding Amount(s) and Source(s):</b> On October 19, 2015, the CAA Program provided \$259,226 in Grant Funding to California Rural Legal Assistance Foundation (CRLAF) for the El Porvenir Bottled Water project under Agreement No. D15-11-806 [C/A 806]. The funding source was the CAA \$4 million AB91 program (AB91), which expired on March 31, 2018. Only \$182,764 was disbursed under the first agreement. On May 11, 2018, \$105,631 under CAA 358 Emergency funds were approved under Agreement No. D1711306 [C/A 358] with CLRAF, to continue providing bottled water until September 30, 2020.</p>											
<p><b>Proposed Long-Term Solution and Expected Completion Date:</b>            Planning is substantially complete for a new groundwater well. The long-term permanent solution is to construct a new well, and install new site facilities, including booster pumps and chemical storage and injection. The existing SWTP would be taken out of service. The County is expected to begin drilling of a test well in a week and if it is determined to be a feasible well, it would be developed into a production well within 12 to 18 months at which time the system would switch over to groundwater.</p>											
<p><b>Description of Proposed Interim Solution:</b>            The Department of Water Resources (DWR) has agreed to provide \$275,000 in funding to the County towards the purchase and installation of a new packaged SWTP which costs approximately \$330,000. The County is requesting \$50,000 from CAA. This new package SWTP will not treat to drinking water standards (likely to still have issues with TTHMs and HAA5s), so the community of El Porvenir would still receive bottled water (through the existing CAA grant agreement) until the long-term solution is constructed and operational.</p>											
<p><b>Staff Recommendation(s):</b></p>	<p>Staff has reviewed the request and recommends approving up to \$50,000 in CAA funding to the County to supplement DWR funding for the purchase, delivery and installation of ultrafiltration water treatment system. Staff has evaluated the project and made a determination that immediate action is necessary to protect human health and safety.</p>										
<p><b>Recommended Funding Amount:</b></p>											
<p><b>Line Item Budget</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1.Direct Project Administration Costs:</td> <td style="width: 30%; text-align: right;">\$0</td> </tr> <tr> <td>2.Planning/Design/Engineering/Environmental:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>3.Construction/Implementation:</td> <td style="text-align: right;">\$50,000</td> </tr> <tr> <td>4.Construction Contingency:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>5.Monitoring/Performance:</td> <td style="text-align: right;">\$0</td> </tr> </table>	1.Direct Project Administration Costs:	\$0	2.Planning/Design/Engineering/Environmental:	\$0	3.Construction/Implementation:	\$50,000	4.Construction Contingency:	\$0	5.Monitoring/Performance:	\$0
1.Direct Project Administration Costs:	\$0										
2.Planning/Design/Engineering/Environmental:	\$0										
3.Construction/Implementation:	\$50,000										
4.Construction Contingency:	\$0										
5.Monitoring/Performance:	\$0										

	<b>6.Education/Outreach:</b>	\$0
	<b>7.Equipment Over \$5,000 (if applicable)</b>	\$0
<b>Special Condition(s):</b>	N/A	
<b>California Environmental Quality Act (CEQA) Exemption(s):</b>	<ul style="list-style-type: none"> <li>• Pursuant to the California Code of Regulations Title 14, Div. 6, Ch. 3, Article 18, Section 15269(c) specific actions necessary to prevent or mitigate an emergency, are exempt from CEQA; and</li> <li>• Pursuant to the California Code of Regulations Title 14, Div. 6, Ch. 3, Article 5, Section 15060(c)(2) the project will not result in a direct or reasonably foreseeable indirect physical change in the environment</li> </ul>	
<input checked="" type="checkbox"/> WRITTEN <b>The DFA Deputy Director approves a preliminary award of \$50,000 in CAA funding and concurs with the above CEQA determination. DFA staff is directed to prepare a grant agreement with Fresno County for execution.</b>		

# EXHIBIT C

**From:** [Hanagan\\_Kim@Waterboards](mailto:Hanagan_Kim@Waterboards)  
**To:** [Aital\\_Sebastian](mailto:Aital_Sebastian)  
**Cc:** [Tosney\\_Meghan@Waterboards](mailto:Tosney_Meghan@Waterboards); [Fong\\_Mark@Waterboards](mailto:Fong_Mark@Waterboards); [Labrado\\_Lisa@Waterboards](mailto:Labrado_Lisa@Waterboards)  
**Subject:** FW: El Porvenir CAA emergency request  
**Date:** Thursday, May 02, 2019 4:30:36 PM

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Sebastian, per your request this is the project approval.

Mark, can you please send Sebastian the typical email we send when project is approved, explaining that they can incur costs as of today, etc... thank you. I'm hoping we have a PD cert and std 204 already?

---

**From:** Laudon, Leslie@Waterboards <Leslie.Laudon@waterboards.ca.gov>  
**Sent:** Thursday, May 02, 2019 4:11 PM  
**To:** Karkoski, Joe@Waterboards <Joe.Karkoski@waterboards.ca.gov>  
**Cc:** Hanagan, Kim@Waterboards <Kim.Hanagan@waterboards.ca.gov>; Labrado, Lisa@Waterboards <Lisa.Labrado@waterboards.ca.gov>; Tosney, Meghan@Waterboards <Meghan.Tosney@waterboards.ca.gov>; Fong, Mark@Waterboards <Mark.Fong@waterboards.ca.gov>  
**Subject:** RE: El Porvenir CAA emergency request

I approve \$50,000 in CAA emergency funding for El Porvenir's Ultrafiltration system as described below. I concur with staff's CEQA determination.

Leslie

Cleanup and Abatement Account (CAA) Technical Review			
<b>Type of Agreement:</b>	<input checked="" type="checkbox"/> Written <input type="checkbox"/> Oral		
<b>Project ID (FAAST Pin):</b>	N/A		
<b>Author:</b>	Mark Fong	<b>Date:</b>	5/1/19
<b>Project Title:</b>	Fresno County Service Area 30 (El Porvenir) – Ultrafiltration System Emergency Installation		
<b>Grantee Name:</b>	County of Fresno (County)		
<b>Receiving Technical Assistance:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If Yes, indicate provider)	<b>Provider:</b>	N/A
<b>Water System Name:</b>	Fresno County Service Area 30 (El Porvenir)	<b>Water System No.:</b>	CA1000019
<b>Water System Classification:</b>	Community		
<b>Number of Connections:</b>	56	<b>Population Served:</b>	Approx. 185
<b>Requested Funding Amount:</b>	\$50,000	<b>Work Completion Date:</b>	September 2019
<b>Funding Source:</b>	CAA	<b>Balance of Source:</b>	n/a
<b>County and General Location:</b>	Fresno County; 40 miles SW of the City of Fresno	<b>Median Household Income (MHI):</b>	\$33,813 (2016 ACS)
<b>Financial Review</b>	<input checked="" type="checkbox"/> Yes (verbal) <input type="checkbox"/> No	<b>Available Reserves:</b>	\$0
<b>Division of Drinking Water (DDW) District Engineer and LPA if applicable:</b>	Jose Robledo	<b>DDW Support of Proposed Project:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Description of Existing System:</b> El Porvenir is located in a rural area of Fresno County (40 miles southwest of the City of Fresno), and obtains surface water from the California Aqueduct via a contract with the Westlands			

Water District (WWD). The surface water is subsequently treated at the Fresno County Service Area 30 surface water treatment plant (SWTP) and disinfected prior to being stored in the water system's 180,000-gallon steel water storage tank. Treated water is then taken from the tank and pumped to the distribution system for use by the residents. This existing packaged SWTP has significant corrosion of the filters causing high water leakage rates. If the plant completely fails, the community of El Porvenir would have no access to water. If the SWTP were to be bypassed the water would not be safe for showering or handwashing.

**Is the Recipient one of the following eligible entities?**

☒ YES      ☐ NO

(If Yes, check which below)

- ☒ Public Agency, including a Public School/School District.
- ☐ Non-profit Organization Serving a Disadvantaged Community
- ☐ Federally recognized Indian Tribe or a California Native American Tribe Serving a Disadvantaged Community
- ☐ Community Water System Serving a Disadvantaged Community

**Explain (as needed):**

[Click here to enter text.](#)

**Description of Problem:**

**WATER QUALITY**      ☐ N/A

**Does the Project address any of the following contaminant(s) of concern that have concentrations in exceedance of the Maximum Contaminant Level or Notification Level**      ☒ YES      ☐ NO

**MAN-MADE CONTAMINANTS**

- |  |   |
|--|---|
| a. Nitrate [MCL: 10 mg/L as nitrogen, N]   | <input type="checkbox"/> YES            |
| b. Perchlorate [MCL: 6 µg/L]   | <input type="checkbox"/> YES            |
| c. Tetrachloroethylene (PCE) [MCL: 5 µg/L]   | <input type="checkbox"/> YES            |
| d. Trichloroethylene (TCE) [MCL: 5 µg/L]   | <input type="checkbox"/> YES            |
| e. 1,2-dibromo-3-chloropropane (DBCP) [MCL: 0.2 µg/L]                                | <input type="checkbox"/> YES            |
| f. Carbon tetrachloride [MCL: 0.5 µg/L]  | <input type="checkbox"/> YES            |
| g. 1,1-Dichloroethylene (1,1-DCE) [MCL: 6 µg/L]                                      | <input type="checkbox"/> YES            |
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| i. Cis-1,2-dichloroethylene [MCL: 6 µg/L]  | <input type="checkbox"/> YES            |
| j. Benzene [MCL: 1 µg/L]   | <input type="checkbox"/> YES            |
| k. Methyl tertiary butyl ether (MTBE) [MCL: 13 µg/L]                                 | <input type="checkbox"/> YES            |
| l. 1,2,3 Trichloropropane (1,2,3 TCP) [MCL=5 ppt]                                    | <input type="checkbox"/> YES            |
| m. Total Trihalomethanes (TTHM)[MCL: 80 ppb]<br>Haloacetic acids (HAA5)[MCL: 60 ppb] | <input checked="" type="checkbox"/> YES |

**NATURALLY-OCCURRING CONTAMINANTS**

- |                             |                              |
|-----------------------------|------------------------------|
| a. Arsenic [MCL: 10 µg/L]   | <input type="checkbox"/> YES |
| b. Gross Alpha [MCL: pCi/L] | <input type="checkbox"/> YES |
| c. Uranium [MCL: 20 pCi/L]  | <input type="checkbox"/> YES |



<p>d. Selenium [MCL: 50 µg/L]</p> <p>e. Total Chromium [MCL: 50 µg/L]</p> <p>f. Other. Please specify below.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> YES</p>										
<p><b>Explain (As needed):</b>  <a href="#">Click here to enter text.</a>            (e.g., Enforcement Actions by DDW, LPA, EPA. Out of compliance based on what data, confirmed by regulator?).</p>											
<p><b>INADEQUATE WATER SUPPLY OR OTHER URGENT DRINKING WATER NEEDS</b>   <input type="checkbox"/> N/A</p> <p><b>Explain (as needed):</b>  <a href="#">Click here to enter text.</a></p>											
<p><b>Previous Funding Amount(s) and Source(s):</b> On October 19, 2015, the CAA Program provided \$259,226 in Grant Funding to California Rural Legal Assistance Foundation (CRLAF) for the El Porvenir Bottled Water project under Agreement No. D15-11-806 [C/A 806]. The funding source was the CAA \$4 million AB91 program (AB91), which expired on March 31, 2018. Only \$182,764 was disbursed under the first agreement. On May 11, 2018, \$105,631 under CAA 358 Emergency funds were approved under Agreement No. D1711306 [C/A 358] with CLRAF, to continue providing bottled water until September 30, 2020.</p>											
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<p><b>Staff Recommendation(s):</b></p>	<p>Staff has reviewed the request and recommends approving up to \$50,000 in CAA funding to the County to supplement DWR funding for the purchase, delivery and installation of ultrafiltration water treatment system. Staff has evaluated the project and made a determination that immediate action is necessary to protect human health and safety.</p>										
<p><b>Recommended Funding Amount:</b></p>											
<p><b>Line Item Budget</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><b>1.Direct Project Administration Costs:</b></td> <td style="width: 30%; text-align: right;">\$0</td> </tr> <tr> <td><b>2.Planning/Design/Engineering/Environmental:</b></td> <td style="text-align: right;">\$0</td> </tr> <tr> <td><b>3.Construction/Implementation:</b></td> <td style="text-align: right;">\$50,000</td> </tr> <tr> <td><b>4.Construction Contingency:</b></td> <td style="text-align: right;">\$0</td> </tr> <tr> <td><b>5.Monitoring/Performance:</b></td> <td style="text-align: right;">\$0</td> </tr> </table>	<b>1.Direct Project Administration Costs:</b>	\$0	<b>2.Planning/Design/Engineering/Environmental:</b>	\$0	<b>3.Construction/Implementation:</b>	\$50,000	<b>4.Construction Contingency:</b>	\$0	<b>5.Monitoring/Performance:</b>	\$0
<b>1.Direct Project Administration Costs:</b>	\$0										
<b>2.Planning/Design/Engineering/Environmental:</b>	\$0										
<b>3.Construction/Implementation:</b>	\$50,000										
<b>4.Construction Contingency:</b>	\$0										
<b>5.Monitoring/Performance:</b>	\$0										

	<b>6.Education/Outreach:</b>	\$0
	<b>7.Equipment Over \$5,000 (if applicable)</b>	\$0
<b>Special Condition(s):</b>	N/A	
<b>California Environmental Quality Act (CEQA) Exemption(s):</b>	<ul style="list-style-type: none"> <li>• Pursuant to the California Code of Regulations Title 14, Div. 6, Ch. 3, Article 18, Section 15269(c) specific actions necessary to prevent or mitigate an emergency, are exempt from CEQA; and</li> <li>• Pursuant to the California Code of Regulations Title 14, Div. 6, Ch. 3, Article 5, Section 15060(c)(2) the project will not result in a direct or reasonably foreseeable indirect physical change in the environment</li> </ul>	
<input checked="" type="checkbox"/> WRITTEN <b>The DFA Deputy Director approves a preliminary award of \$50,000 in CAA funding and concurs with the above CEQA determination. DFA staff is directed to prepare a grant agreement with Fresno County for execution.</b>		

# EXHIBIT D

STATE OF CALIFORNIA - CALIFORNIA NATURAL RESOURCES AGENCY

EDMUND G. BROWN JR., Governor

## DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 94236-0001  
(916) 653-5771

RECEIVED  
SEP 17 2018



FRESNO COUNTY  
DEPT. OF  
PUBLIC WORKS & PLANNING

September 12, 2018

Fresno County  
2220 Tulare Street, 7<sup>th</sup> Floor  
Fresno, California 93721

Attention: Sebastian Artal  
Senior Engineer

DWR Agreement Number: 4600011626 Am. 1

Dear Mr. Artal:

Enclosed for your records is one fully executed copy of subject agreement mentioned above. To ensure prompt payment of your billing, please reference the contract number identified above when submitting invoices.

Inquiries concerning the services to be performed under this agreement should be referred to Steve Doe at (559) 230-3348.

Sincerely,

A handwritten signature in blue ink, appearing to be 'NA' with a stylized flourish.

Nicole Anderson  
Contract Specialist  
Contract Services Office  
(916) 651-7013

Enclosure

**AMENDMENT 1 TO  
GRANT AGREEMENT NO. 4600011626  
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES  
AND FRESNO COUNTY  
A PART OF THE EMERGENCY DROUGHT FUNDING ASSISTANCE PROGRAM PURSUANT TO  
ITEM 3860-101-0001 OF THE BUDGET ACT OF 2014**

**Project:**

Drought Emergency Water Supply Project Oversight and Services – Cantua Creek and El Porvenir

**Change Summary:**

**2) TERM OF FUNDING AGREEMENT** – The termination date has been amended from August 18, 2018 to February 18, 2020. The term of this Funding Agreement begins on the date this Funding Agreement is executed by State, through final payment plus three (3) years, unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by February 18, 2020, and no funds may be requested after May 18, 2020.

**Exhibit A** - The scope of work has been amended as shown in Exhibit A. Tasks 1 through 5 of the Original Agreement have been combined into Task 1 - Grant Administration in this Amendment. Two new tasks have been added to the scope of work as shown in Exhibit A.

**Exhibit B** - The total budget is increased by \$2,363,560.00 from \$100,000.00 to \$2,463,560.00. The budget shall be revised as shown in Exhibit B to match revised scope of work.

**Exhibit C** - The end date for all tasks has been extended from August 18, 2018 to February 18, 2020 as shown in Exhibit C.

**Reason for Change:**

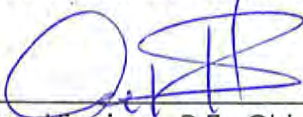
This amendment is necessary due to a change in the scope of the project and increase in funds required to complete the project. Initially, the agreement was established with Fresno County to fund the administration of the agreement, oversight of engineering plans, specifications and feasibility study for replacement of the distribution pipelines within the communities of Cantua Creek and El Porvenir. Due to availability of funding the old water distribution systems, which lose approximately 25 percent of the water due to excessive leaks, will now be replaced. The replacement includes the entire distribution pipelines, water services, valves, and fire hydrants. It does not include water service meters and wells which are being funded by the State Water Resources Control Board.

DATE OF EXECUTION

Date of Execution of this Amendment is the date of the latest in time of execution by a party hereto.

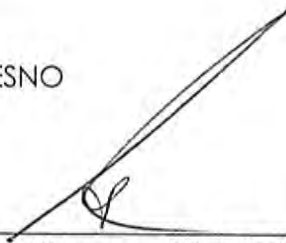
IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first written above.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

  
\_\_\_\_\_  
Arthur Hinojosa, P.E., Chief  
Division of Integrated Regional Water  
Management

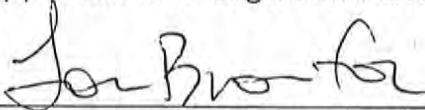
Date 8/10/18

COUNTY OF FRESNO

  
\_\_\_\_\_  
Steven E. White, Director of Public Works and  
Planning

Date 8/7/18

Approved as to Legal Form and Sufficiency:

  
\_\_\_\_\_  
Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date 6-12-18



## **EXHIBIT A**

### **Scope of Work**

#### **Project Description**

The purpose of this funding agreement is to enable Fresno County (County) to provide oversight and services for the Cantua Creek/ El Porvenir drought emergency water supply project. Cantua Creek and El Porvenir are two communities located in Fresno County that have been adversely impacted by the recent drought.

The project consists of replacing all County water distribution system pipelines, water valves, and fire hydrants within the County Service Area 30, El Porvenir (CSA 30) and County Service Area 32, Cantua Creek (CSA 32) subdivisions, including all necessary appurtenances and work associated with replacement. Replacement of water meters and well construction are not part of this project.

Engineering design, and engineering support during construction will be provided by Department of Water Resources through a subconsultant.

#### **Work Plan**

##### **Task 1 – Grant Administration**

###### **Task 1.1: Engineering Document Review**

This task includes review and comment on engineering plans, specifications, feasibility studies, and any other engineering documents related to the Cantua Creek/El Porvenir drought emergency water supply project. Issues identified during the review process will be documented and a resolution will be developed working with the engineering firm or contractor who submitted the plans. Also includes related meeting attendance as necessary.

*Deliverables: Check-Sets for engineering documents reviewed, sign-in sheet, minutes*

###### **Task 1.2: Project Administration and Accounting**

This task includes coordination with County Counsel and the Auditor Controller, board agenda items, responding to inquiries from community members and notifying them of the work, correspondence with DWR, preparation of necessary Board Agenda items, preparation and execution of construction contract with selected contractor, updating meter registration. Additionally, this task includes review of invoices, payment of contractor invoices, preparation of reimbursement invoices to DWR, and preparation of funds requests to State agencies.

*Deliverables: Copies of documents as requested, copies of invoices, warrants, funds requests*

###### **Task 1.3: Project Reporting**

This task includes quarterly and annual reporting to DWR on the progress of the project.

*Deliverables: Quarterly and annual project reports*

#### Task 1.4: Permits and Inspections

This task includes the issuance of permits and associated inspection by County. Permits will be issued for any work within County right of way and inspections as required to ensure construction activities abide within County ordinances and specifications.

*Deliverables: Permits and inspection services as required.*

#### Task 2 – El Porvenir Water Distribution System Replacement

This task includes, but is not limited to, the construction of approximately 3,400 linear feet of new 6-inch diameter water mains, 56 1-inch water service connections, 12 valves, and four fire hydrants. It also includes all appurtenant work that will be necessary for the replacement of the water distribution system such as traffic control measures, safety measures, trenching, backfilling, and resurfacing of roads where pipelines are located. This task covers labor, materials and construction management. It does not include the replacement of water service meters and groundwater wells as they are part of another project being funded by the State Water Resources Control Board.

*Deliverables: Constructed water distribution system including 3,400 linear feet of 6-inch pipelines, 56 1-inch water service connections, 12 valves, 4 fire hydrants, and appurtenances.*

#### Task 3 – Cantua Creek Water Distribution System Replacement

This task includes, but is not limited to, the construction of approximately 2,000 linear feet of new 6-inch diameter water mains, 2,350 linear feet of new 8-inch diameter water mains, 76 1-inch water service connections, four 2-inch water service connections, 19 valves, and six fire hydrants. It also includes all appurtenant work that will be necessary for the replacement of the water distribution system such as traffic control measures, safety measures, trenching, backfilling, and resurfacing of roads where pipelines are located. This task covers labor, materials and construction management. It does not include the replacement of water service meters and groundwater wells as they are part of another project being funded by the State Water Resources Control Board.

*Deliverables: Constructed water distribution system including 2,000 linear feet of 6-inch pipelines, 76-1-inch water services, 4-2-inch water services, 2,350 linear feet of 8-inch pipelines, 19 valves, 6 fire hydrants, and appurtenances.*

**EXHIBIT B**  
**Budget**

Task No	Task Description	Estimated Cost
1	Grant Administration	\$ 125,000.00
2	El Porvenir Water Distribution System Replacement (incl. 10% construction contingency)	\$ 970,200.00
3	Cantua Creek Water Distribution System Replacement (incl. 10% construction contingency)	\$ 1,368,360.00
Total		\$ 2,463,560.00

**EXHIBIT C**  
**Schedule**

<b>Task No.</b>	<b>Description of Tasks</b>	<b>Start</b>	<b>Finish</b>
1	Grant Administration	8/11/2016	2/18/2020
2	El Porvenir Water Distribution System Replacement	8/11/2016	2/18/2020
3	Cantua Creek Water Distribution System Replacement	8/11/2016	2/18/2020