EXHIBIT 5

JKW

MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725
PHONE (559) 485-7353 - FAX (559) 485-7319

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR. PRESIDENT
SALVADOR CERRILLO VICE PRESIDENT
IRMA CASTANEDA DIRECTOR
FRANK CERRILLO JR. DIRECTOR
FRANK SOTO DIRECTOR

RUSS HOLCOMB-GENERAL MANAGER

RECEIVED
DEC 30 2008
RWQCB-CVR
FRESNO, CALIF.

December 23, 2008

California Regional Water Quality Control Board
Central Valley Region
Attention: Ms. Jill Walsh
1685 E Street
Fresno, CA 93706-2020

Subject: Malaga County Water District
Notice of Violation
Administrative Civil Liability Complaint

Dear Ms. Walsh:

The Malaga County Water District (District) acknowledges the violations that are identified in the Notice of Violation dated July 10, 2008. The District continues to work toward consistent compliance with various improvements and operational adjustments in the District.

The District proposes that it is allowed to enter into settlement discussions with the RWQCB and that the penalty may be applied toward compliance projects. The proposed compliance projects include:

a) UV disinfection project to reduce the electroconductivity of the effluent. The project would eliminate chlorination and dechlorination. The project has recently been awarded (Please see the attached Notice of Award). The project has already been proposed and accepted in the ACL settlement presently in place. The expenditures of the District will greatly exceed that existing settlement with the completion of this project. The project includes continuous monitoring of Ec, pH, and turbidity to generate an alarm to the District staff prior to reaching the effluent limits for said constituents.
b) Installation of secondary clarifier equipment in Clarifier No. 2. The clarifier is not presently in service and this reduces the effectiveness of the treatment process when the District receives high influent flows. The improvements to the clarifier will enable the tertiary filter to be more effective and consistent.(see attached plans)
c) Construction of additional improvements at the Dissolved Air Flotation Clarifier. The District had proceeded with improvements during the past year; however, the leaks from the structure have not been addressed completely. The proposed

APPROVED
Supervising Engineer

project would enable placing the DAF back on line and thereby improving the treatment effectiveness. (see attached plans)

d) The District has recently complete improvements to Disposal Pond No. 5, which will improve disposal capacity on site. The improvements are a first step toward relieving the reliance of discharge to the Central Canal. This reduced reliance may enable temporary by-pass of effluent that does not meet all requirements, to the headworks for additional treatment. The present limitations to disposal capacity do not allow the District that flexibility in its operations.

Please contact the District if additional information is required or if you have any questions.

Sincerely,

Russ Holcomb
General Manager

cc: Provost & Pritchard Engineering, Michael Taylor
Costanzo & Associates, Neal Costanzo

WAIVER OF 90-DAY HEARING REQUIREMENT FOR ADMINISTRATIVE CIVIL LIABILITY COMPLAINT

By signing this waiver, I affirm and acknowledge the following:

1. I am duly authorized to represent Malaga County Water District (hereinafter "Discharger") in connection with Administrative Civil Liability Complaint R5-2008-0583 (hereinafter the "Complaint");

2. I am informed that California Water Code section 13323, subdivision (b), states that, "a hearing before the regional board shall be conducted within 90 days after the party has been served" with the Complaint;

3. I hereby waive any right the Discharger may have to a hearing before the California Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) within ninety (90) days of service of the Complaint; and

4. ☐ ***(Check here if the Discharger will waive the hearing requirement and will pay the fine)***

   a. I certify that the Discharger will remit payment for the civil liability imposed in the amount of **nine thousand dollars ($9,000)** by check, which contains a reference to "ACL Complaint R5-2008-0583" made payable to the "State Water Pollution Cleanup and Abatement Account." Payment must be received by the Central Valley Water Board by **30 December 2008** or this matter will be placed on the Central Valley Water Board's agenda for adoption as initially proposed in the Complaint.

   b. I understand the payment of the above amount constitutes a settlement of the Complaint, and that any settlement will not become final until after the 30-day public notice and comment period mandated by Federal regulations (40 CFR 123.27) expires. Should the Central Valley Water Board receive new information or comments during this comment period, the Central Valley Water Board's Assistant Executive Officer may withdraw the complaint, return payment, and issue a new complaint. New information or comments include those submitted by personnel of the Central Valley Water Board who are not associated with the enforcement team's issuance of the Complaint.

   c. I understand that payment of the above amount is not a substitute for compliance with applicable laws and that continuing violations of the type alleged in the Complaint may subject the Discharger to further enforcement, including additional civil liability.

-or-

5. ☑ ***(Check here if the Discharger will waive the 90-day hearing requirement, but will not pay at the current time. The Central Valley Water Board must receive information from the Discharger indicating a controversy regarding the assessed penalty at the time this waiver is submitted, or the waiver may not be accepted.)*** I certify that the Discharger will promptly engage the Central Valley Water Board staff in discussions to resolve the outstanding violation(s). By checking this box, the Discharger is *not* waiving its right to a hearing on this matter. By checking this box, the Discharger requests that the Central Valley Water Board delay the hearing so that the Discharger and Central Valley Water Board staff can discuss settlement. It remains within the discretion of the Central Valley Water Board to agree to delay the hearing. A hearing on the matter may be held before the Central Valley Water Board if these discussions do not resolve the liability proposed in the Complaint. The Discharger agrees that this hearing may be held after the 90-day period referenced in California Water Code section 13323 has elapsed.

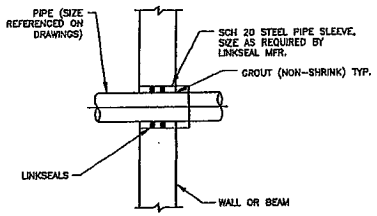
6. If a hearing on this matter is held, the Central Valley Water Board will consider whether to issue, reject, or modify the proposed Administrative Civil Liability Order, or whether to refer the matter to the Attorney General for recovery of judicial civil liability. Modification of the proposed Administrative Civil Liability Order may include increasing the dollar amount of the assessed civil liability.

Russ Holcomb
(Print Name and Title)

(Signature)

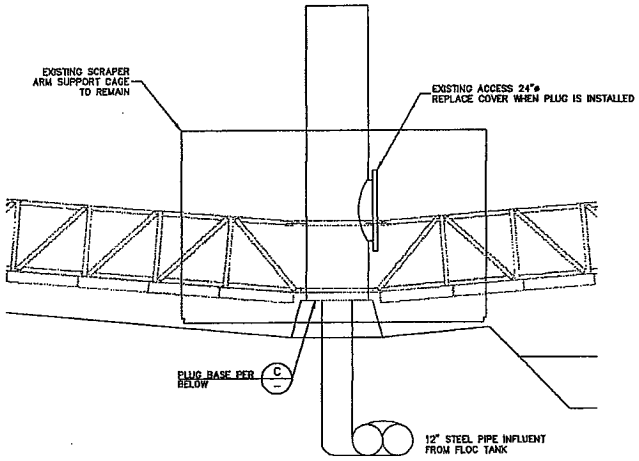
12/23/08
(Date)

Know what's below. Call before you dig.

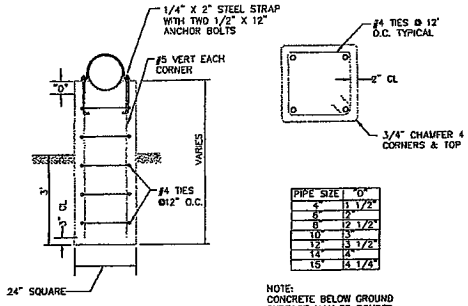


FOR PIPE LARGER THAN 3 INCH DIAMETER

A / DT4 CONCRETE WALL OR BEAM SLEEVE
SCALE: NTS



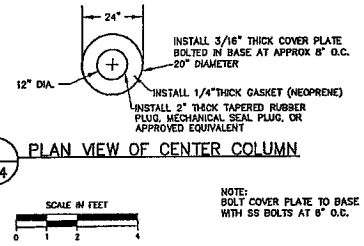
B / DT4 CENTER COLUMN



PIPE SIZE	"D"
4"	1 1/2"
6"	2"
8"	2 1/2"
10"	3"
12"	3 1/2"
14"	4"
16"	4 1/4"

NOTE:
CONCRETE BELOW GROUND SURFACE MAY BE POURED WITHOUT FORM IN 28" DRILLED HOLE.

D / DT4 CONCRETE PIPE SUPPORT STAND
SCALE: NTS



C / DT4 PLAN VIEW OF CENTER COLUMN

NOTE:
BOLT COVER PLATE TO BASE WITH SS BOLTS AT 8" O.C.

ORIGINAL DRAWINGS PREPARED BY PROVOST & PRITCHARD ENGINEERING GROUP, INC.
The set of Drawings & Specifications prepared by Provost & Pritchard Engineering Group, Inc. (P&P) are instruments of service for use solely with respect to this project. They are not to be used by the owner or any other entities on other projects or for additions to this project, except by agreement in writing and with appropriate compensation to P&P. The owner shall indemnify and hold harmless P&P and its officers, employees and consultants against any lawsuit, claim or liability arising out of any unauthorized reuse of these plans by the owner or any person or entity that acquires or obtains the plans without written authorization and consent of P&P. The owner shall compensate P&P for any time spent or expenses incurred by P&P in defense of any such claim in accordance with P&P's fee schedule in effect for the time such services are rendered and in addition P&P shall be entitled to an award of reasonable attorney's fees and costs in such defense.

NO.	REVISION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER — CHRISTOPHER J. TAYLOR — No. 39951 — STATE OF CALIFORNIA
DATE SIGNED:

MALAGA WWTP
MALAGA COUNTY WATER DISTRICT
FRESNO COUNTY

MALAGA COUNTY WATER DISTRICT
DAF DETAILS

PROVOST & PRITCHARD
ENGINEERING GROUP, INC.
Civil Engineers and Land Surveyors
A California Corporation
FRESNO, CALIFORNIA 93711-0992
559/449-2700 FAX 559/449-2715

DESIGN ENGINEER: MGT	
LICENSE NO: CE 39,951	
DRAFTED BY: SML	CHECKED BY: MGT
SCALE: AS SHOWN	
DATE: 12/02/08	
JOB NO: 10570801	
DWG. NO:	
SHEET: DT4 OF 5	

12/02/2008 10:33 PM G:\Clients\Malaga CWD - 1057\10570801-DAF Lamb Report\Dwg\SHEETS\10570801-SHT-DAF Repairs Details.dwg -Steve Lachapel

811
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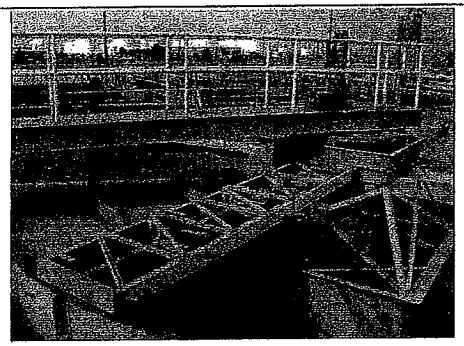

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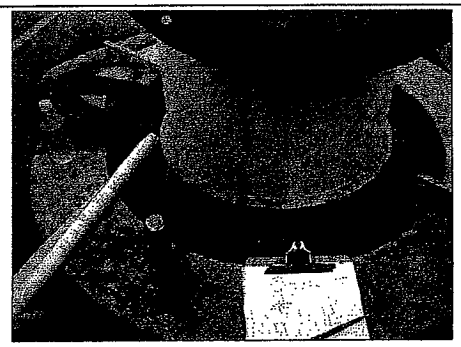

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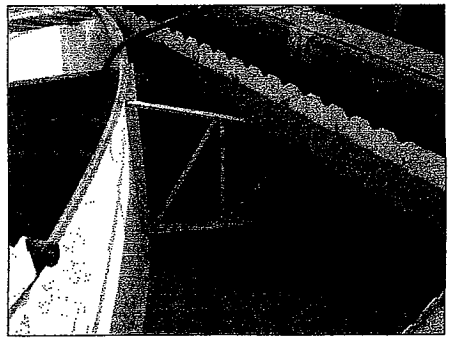
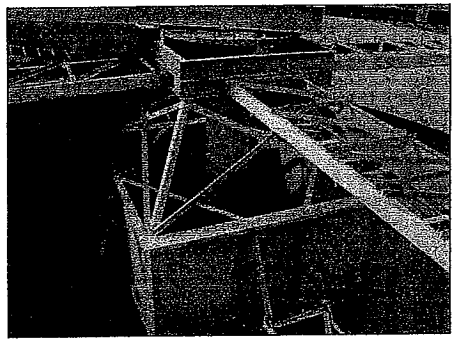


EAST WALL OF DAF



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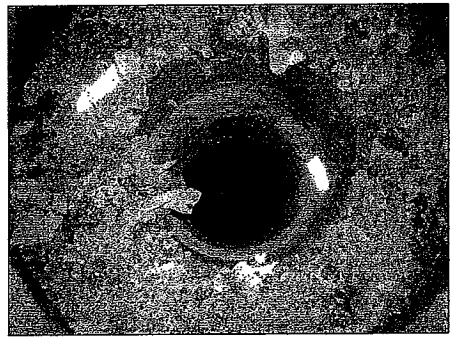
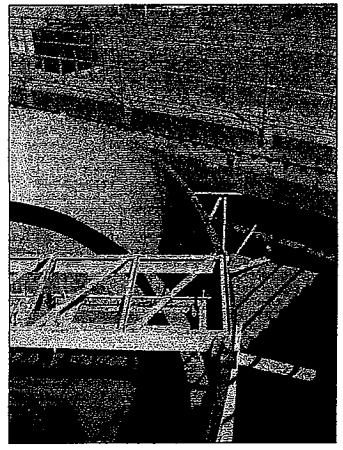
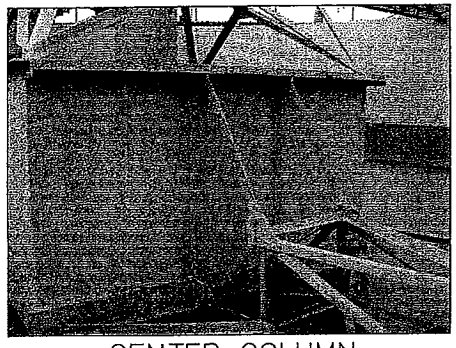


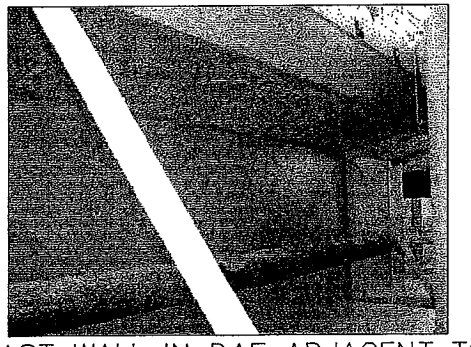
DAF CENTER COLUMN INTERIOR



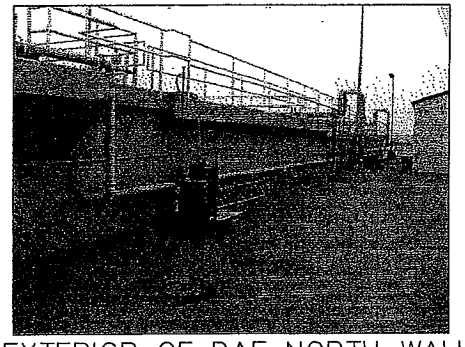
DAF NORTH WALL



CENTER COLUMN



EAST WALL IN DAF ADJACENT TO FLOCLULATION TANK



EXTERIOR OF DAF NORTH WALL

NOTICE TO CONTRACTOR
The use of Provost & Pritchard Consulting Group plans, specifications, and other deliverables prepared by Provost & Pritchard Consulting Group for this project is restricted to the project and specific purpose for which they were prepared. Any unauthorized reuse, in any form or in any electronic media, for any other project, or for completion of this project by others, is prohibited without the written permission of Provost & Pritchard Consulting Group. Any such unauthorized reuse will be at the user's sole risk and without liability to Provost & Pritchard Consulting Group. The user shall indemnify, defend, and hold Provost & Pritchard Consulting Group harmless from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any party re-using these plans, specifications, or other deliverables without written verification or adaptation by Provost & Pritchard Consulting Group for the specific purpose intended will do so at its sole risk and without liability to Provost & Pritchard Consulting Group. The user shall indemnify, defend, and hold Provost & Pritchard Consulting Group harmless from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such re-use. These restrictions are to be included in any re-use, adaptation, or distribution of these documents. Submission or distribution of these documents to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of Provost & Pritchard Consulting Group's reserved rights.

NO.	REVISION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
MICHAEL G. MITCHELL
No. 39961
STATE OF CALIFORNIA
DATE SIGNED:

MALAGA WWTP
MALAGA COUNTY WATER DISTRICT
FRESNO COUNTY
MALAGA COUNTY WATER DISTRICT
PHOTOGRAPHS

PROVOST & PRITCHARD
ENGINEERING GROUP
An Employee Owned Company
1234 E. Shaw Ave.
Fresno, CA 93710-7813
559/449-2700 FAX 559/449-2715

DESIGN ENGINEER: MGT	
LICENSE NO: CE 39,961	
DRAFTED BY: SML	CHECKED BY: MGT
SCALE: AS SHOWN	
DATE: 12/02/08	
JOB NO: 10570801	
DWG. NO:	
SHEET DT5 OF 5	

12/02/2008 12:24 PM G:\Clients\Malaga DWG - 1057\10570801-DAF Lab Report\DWG\SHEET\10570801-01-DAF Repairs Photos 08.dwg -Steve Lindquist

811
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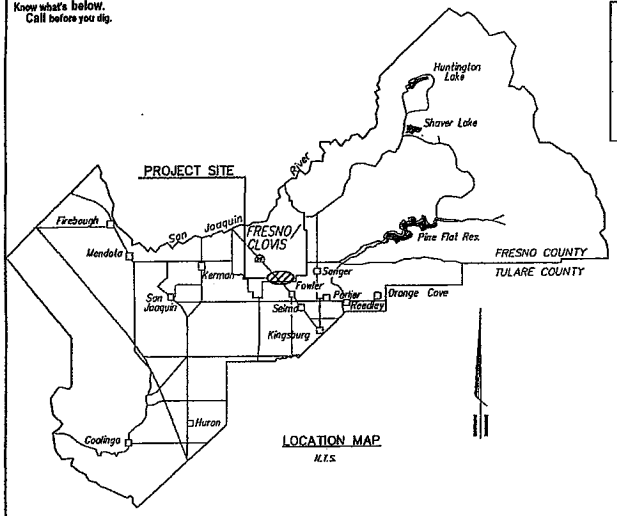
MALAGA COUNTY WATER DISTRICT

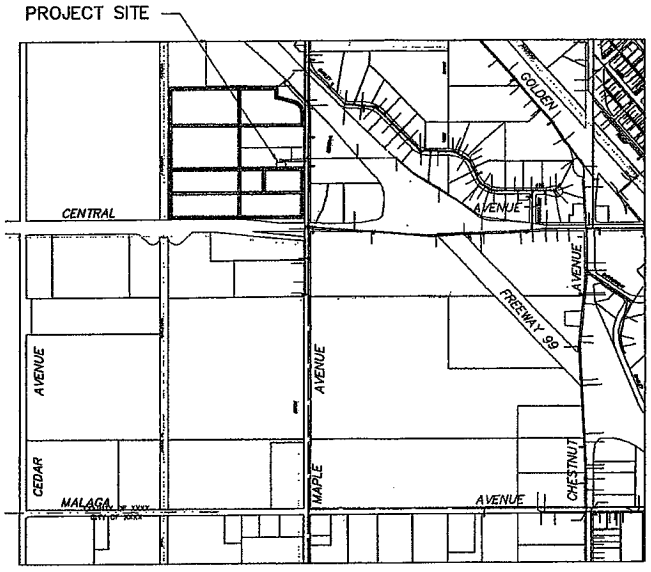
FRESNO COUNTY STATE OF CALIFORNIA

WASTEWATER TREATMENT PLANT

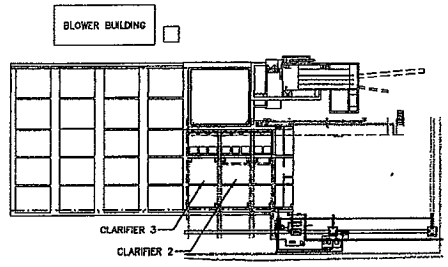
SECONDARY CLARIFIER REPLACEMENT IMPROVEMENTS



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.



PLANT LOCATION MAP
N.T.S.

GENERAL NOTES

1. MCWD (559)485-7353 shall be contacted at least 48 hours prior to commencement of work on or near existing District facilities.
2. Used material, rejects, misfits, or seconds, etc. are not acceptable for use on MCWD facilities.
3. All construction shall be in conformance with these plans, project specifications and MCWD specifications.
4. Contractor shall field verify the horizontal and vertical locations of all existing facilities prior to commencing work. Contractor shall make Engineer aware of any discrepancies.
5. All steel pipe and fittings shall be furnished with a shop applied high solids epoxy coating on the interior and exterior, unless otherwise indicated. All other exposed steel shall be painted with a pre-treatment primer, an undercoat and a final coat of paint in accordance with MCWD specifications.
6. All construction shall be performed in accordance with applicable health and safety laws of the State of California and CAL/OSHA standards.
7. Contractor will be responsible for the repair of all pipeline cracks, which develop during construction of improvements affecting existing facilities.
8. All excess material and/or debris shall be removed upon completion of installation.
9. Contractor shall be responsible for providing adequate dust control at all times.

CONSULTING ENGINEERS AND LAND SURVEYORS OF CALIFORNIA

Construction Contractor agrees that in accordance with generally accepted construction practices, construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours, and construction Contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real and alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of design professional.

SPECIAL NOTE

Where underground and surface structures are shown on the plans, the locations, depth and dimensions of structures are believed to be reasonably correct, but are not guaranteed. such structures are shown for the information of the Contractor, but information so given is not to be construed as a representation that such structures will, in all cases, be found where shown, or that they represent all of the structures which may be encountered.

SITE SAFETY AND PROTECTION NOTES

The duty of the Engineer, Owner or its agents to conduct construction review of the Contractor's performance and the undertaking of inspections or the giving of instructions as authorized herein is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site and shall not be construed as supervision of the actual construction nor make the Engineer, Owner or its agents responsible for providing a safe place for the performance of work by the Contractor, subcontractors, or suppliers, or for access, visits, use, work, travel or occupancy by any person.

The Contractor shall have at the work site, copies or suitable extracts of Construction Safety Orders, issued by Cal-OSHA. He shall comply with provisions of these and all other applicable laws, ordinances and regulations. The Contractor must comply with provisions of the safety and health regulations for construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29 C.F.R.

To protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his facilities, appliances, and methods and for any damage, which may result from their failure or their improper construction, maintenance or operation.

The Contractor agrees that it shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the Owner, Provost & Pritchard Engineering Group, Inc., and their respective agents harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of Owner, Engineer, or their respective agents.

The Owner and its agents' site responsibilities are limited solely to the activities of their employees on site. These responsibilities shall not be inferred by any party to mean that the Owner or its agents have responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence and the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the Contractor alone.

BOARD OF DIRECTORS

PRESIDENT	CHARLES E. GARABEDIAN
VICE PRESIDENT	SALVADOR CERRILLO IRMA CASTANEDA FRANK CERRILLO JR. FRANK SOTO
GENERAL-MANAGER	RUSS HOLCOMB

Sheet List Table	
Sheet Number	Sheet Description
CV1	COVER SHEET
DT1	DEMOLITION PLAN
DT2	SECTIONS

RESERVATION OF RIGHTS AND COPYRIGHT
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NO.	REVISION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER — No. 36381 — CIVIL — STATE OF CALIFORNIA

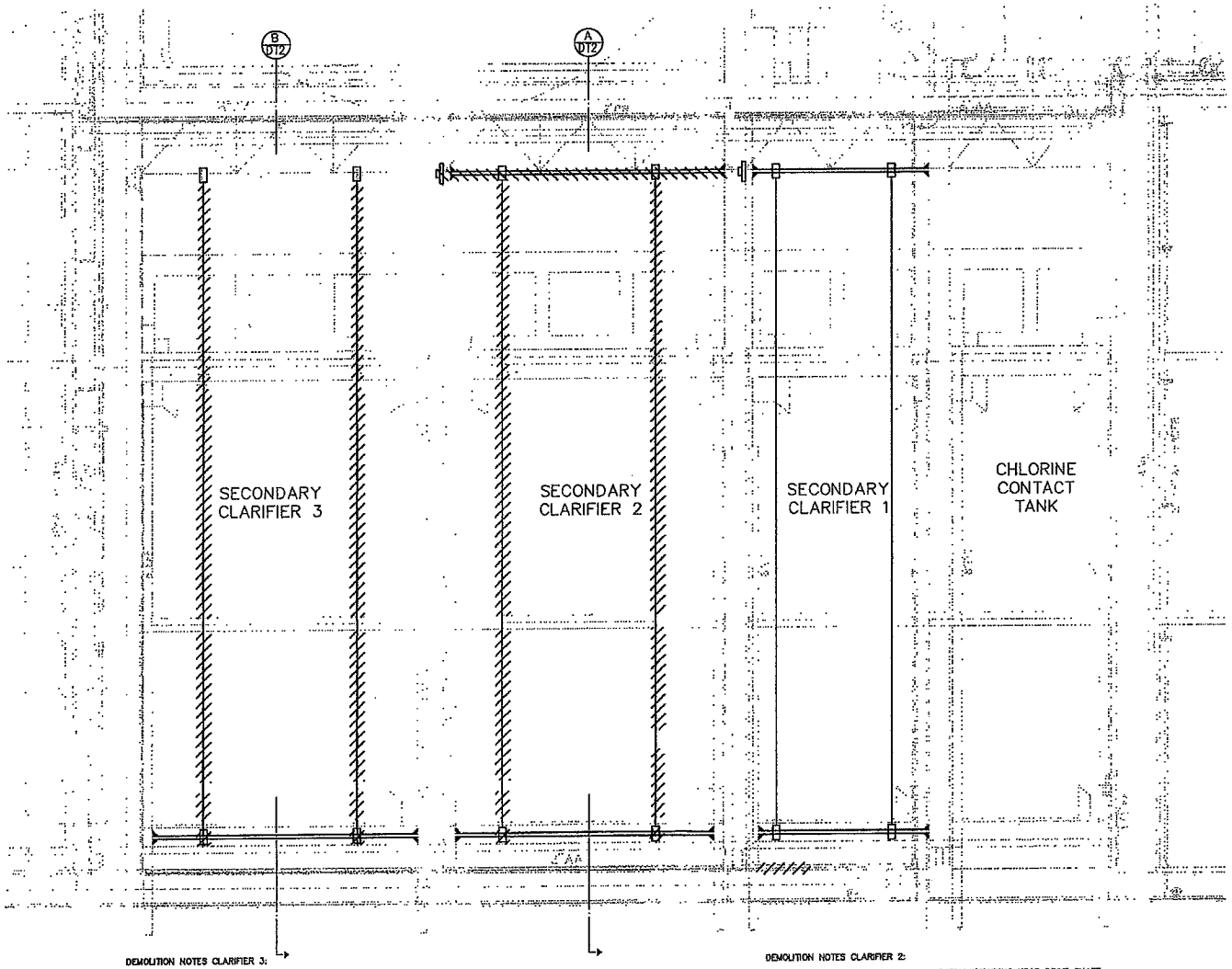
DATE SIGNED:

WASTEWATER TREATMENT PLANT
MALAGA COUNTY WATER DISTRICT
FRESNO COUNTY STATE OF CALIFORNIA
SECONDARY CLARIFIER REPLACEMENT IMPROVEMENTS
COVER SHEET

PROVOST & PRITCHARD ENGINEERING GROUP
ESTABLISHED 1912
An Employee Owned Company
RESNO, CALIFORNIA 93711-0992
559/448-2700 FAX 559/448-2750

DESIGN ENGINEER:	MGT
LICENSE NO:	CE 39,961
DRAFTED BY:	SML
CHECKED BY:	DRC
SCALE:	AS SHOWN
DATE:	05/28/08
JOB NO:	1057080I
DWG. NO:	
SHEET	CV1 OF 3

10/1/2008 5:58 PM E:\Clients\Malaga CWD - 1057\1057080I - Secondary Clarifier\PKG\PLAN\1057080I-SH-Clarifier Overview - Steve Lobegeier



DEMOLITION NOTES CLARIFIER 3:

1. REMOVE AND REPLACE CHAIN AND FLIGHTS
2. WORK IN CLARIFIER NO.3 SHALL NOT TAKE PLACE UNTIL WORK IN CLARIFIER NO.2 IS COMPLETE

DEMOLITION NOTES CLARIFIER 2:

1. REMOVE CLARIFIER COLLECTOR ASSEMBLY INCLUDING HEAD DRIVE SHAFT, CHAINS, SPROKETS, ANCHOR BOLTS, FLIGHTS, WEAR STRIPS AND APPURTENNANCES.
2. ALL ANCHOR BOLTS NOT TO BE USED IN NEW INSTALLATION SHALL BE CUT A MINIMUM 2 INCHES BELOW FINISH CONCRETE SURFACES AND REPAIR CONCRETE HOLES WITH NON-SHRINK EPOXY GROUT TO MATCH EXISTING SURFACE.
3. PRIOR TO BIDDING OF EQUIPMENT, CONTRACTOR SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS OF THE CLARIFIER, AND EQUIPMENT WHICH SHALL BE USED IN SIZING THE NEW EQUIPMENT.

N

SCALE IN FEET

0 2' 4' 8'

No.	REVISION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
MICHAEL C. TAYLOR
No. 39,961
Civil
STATE OF CALIFORNIA

DATE SIGNED:

WASTEWATER TREATMENT PLANT

MALAGA COUNTY WATER DISTRICT
FRESNO COUNTY STATE OF CALIFORNIA

SECONDARY CLARIFIER REPLACEMENT IMPROVEMENTS

DEMOLITION PLAN

PROVOST & PRITCHARD
ENGINEERING GROUP
An Employee Owned Company
234 WEST CROMWELL AVENUE
FRESNO, CALIFORNIA 93711-6162
559/449-2700 FAX 559/449-2775
www.provost.com

DESIGN ENGINEER: MGT	
LICENSE NO: CE 39,961	
DRAFTED BY: SML	CHECKED BY: DRC
SCALE: AS SHOWN	
DATE: 05/28/08	
JOB NO: 10570801	
DWG. NO:	
SHEET DT1 OF 3	

10/14/2008 8:02 PM G:\Clients\Malaga CWD - 10571\10570801-Secondary Clarifier\DWG\SHEET\10570801-Demolition and Sections.dwg -Steve Lovingood

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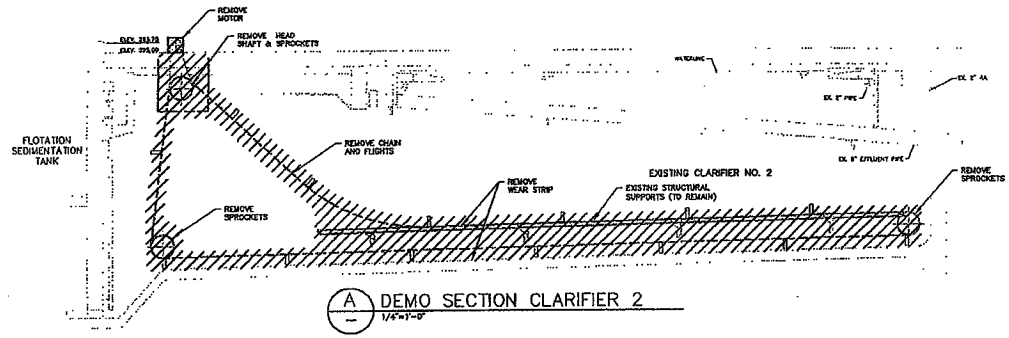
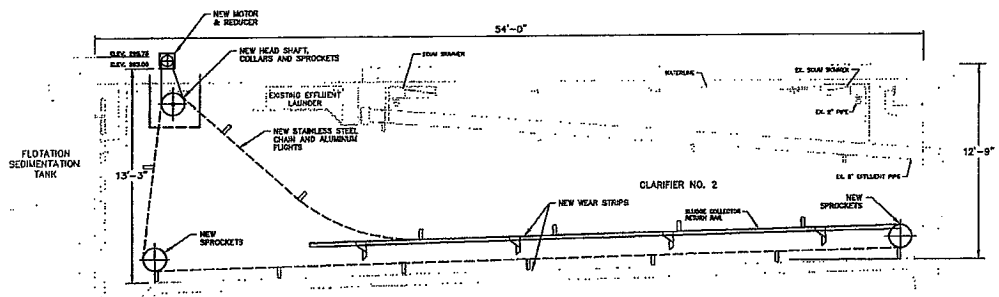
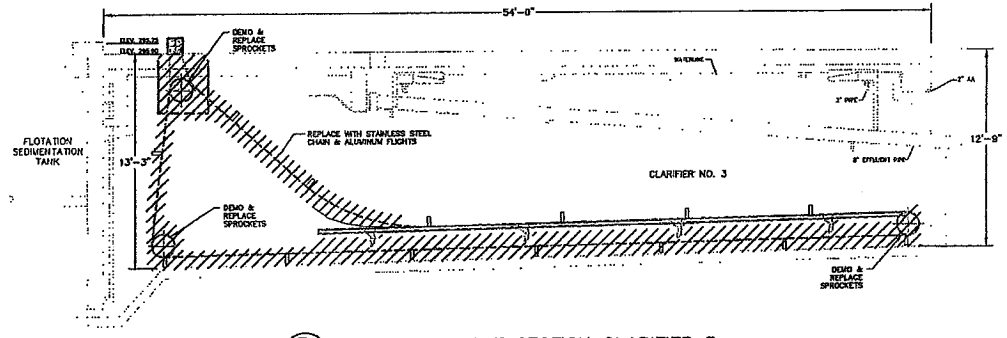


A DEMO SECTION CLARIFIER 2
1/4"=1'-0"



A CHAIN AND FLIGHT INSTALLATION CLARIFIER 2
1/4"=1'-0"



B DEMO & REPLACE SECTION CLARIFIER 3
1/4"=1'-0"

WASTEWATER TREATMENT PLANT
MALAGA COUNTY WATER DISTRICT
FRESNO COUNTY STATE OF CALIFORNIA
SECONDARY CLARIFIER REPLACEMENT IMPROVEMENTS
SECTIONS

PROVOST & PRITCHARD
ENGINEERING GROUP
An Employee Owned Company
286 WEST CROMWELL AVENUE
FRESNO, CALIFORNIA 93711-6162
559/449-2700 FAX 559/449-2715
www.ppeng.com

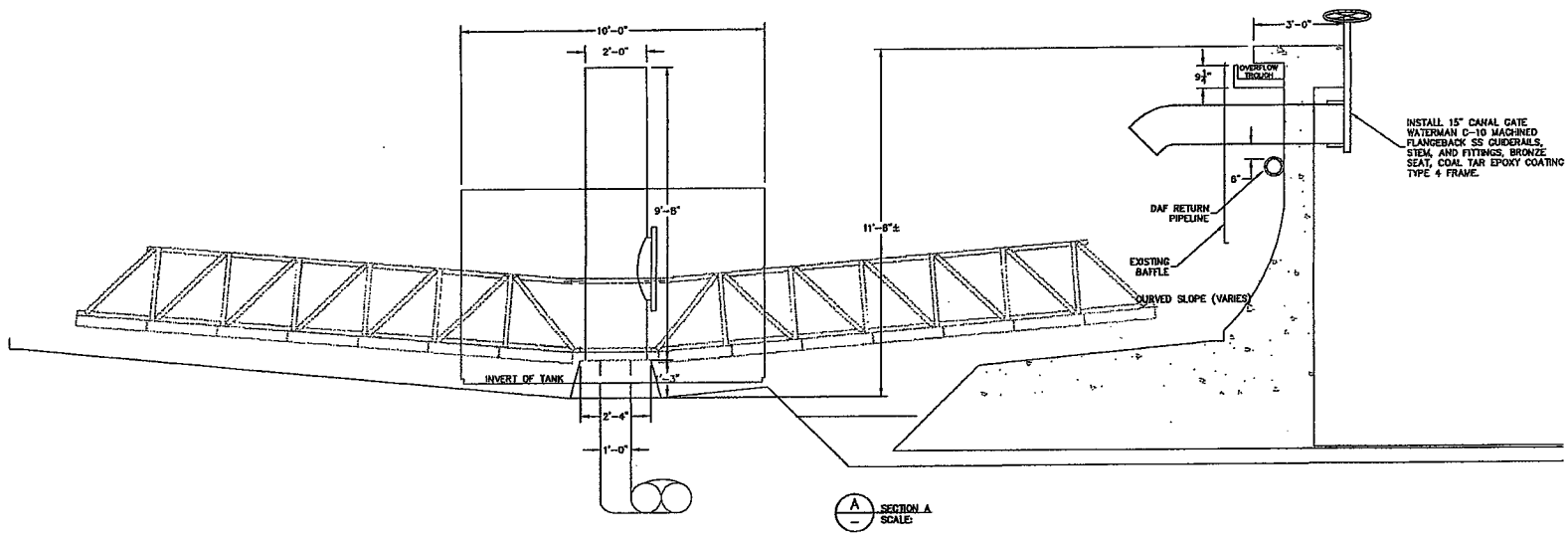
DESIGN ENGINEER: MGT	
LICENSE NO: CE 39,961	
DRAFTED BY: SML	CHECKED BY: DRC
SCALE: AS SHOWN	
DATE: 05/28/08	
JOB NO: 10570501	
DWG. NO:	
SHEET DT2 OF 3	

No.	REVISION	BY	DATE

DATE SIGNED:

10/14/2008 3:52 PM G:\Clients\Malaga CWD - 1057\10570501-Secondary Clarifier\DRC\SHEET\10570501-DT-Chain and Flight Replace.dwg - Steve Lowingood

811
Know what's below.
Call before you dig.



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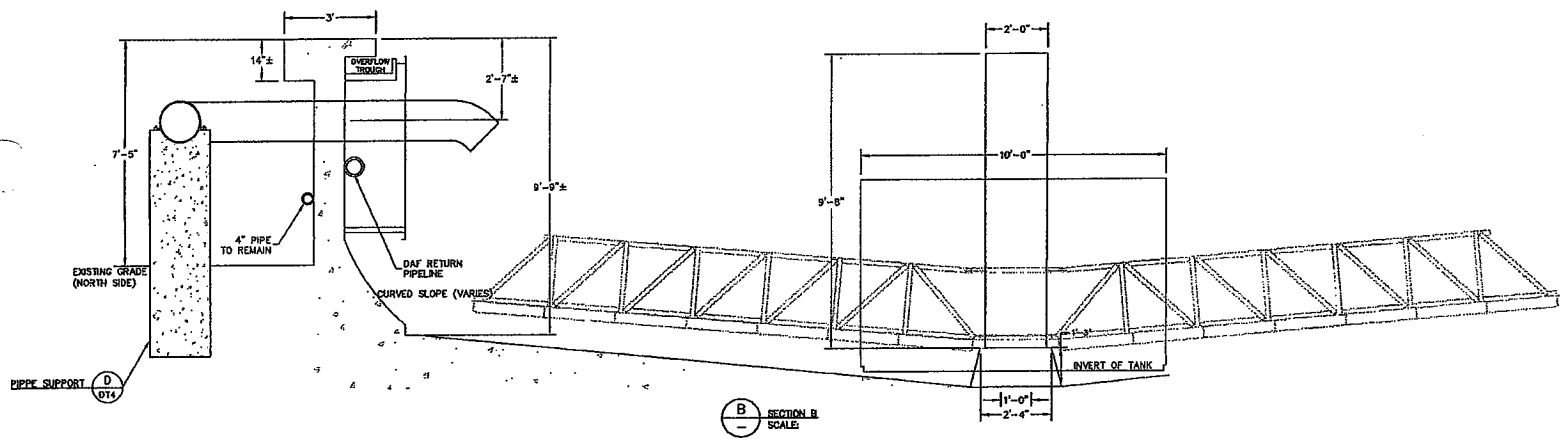


B SECTION B
SCALE:

SCALE IN FEET
0 .25 .5 1

No.	REVISION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
MICHAEL G. TAYLOR
No. 39961
CIVIL
STATE OF CALIFORNIA

DATE SIGNED: _____

MALAGA WWTP
DAF IMPROVEMENTS
MALAGA COUNTY WATER DISTRICT
FRESNO COUNTY

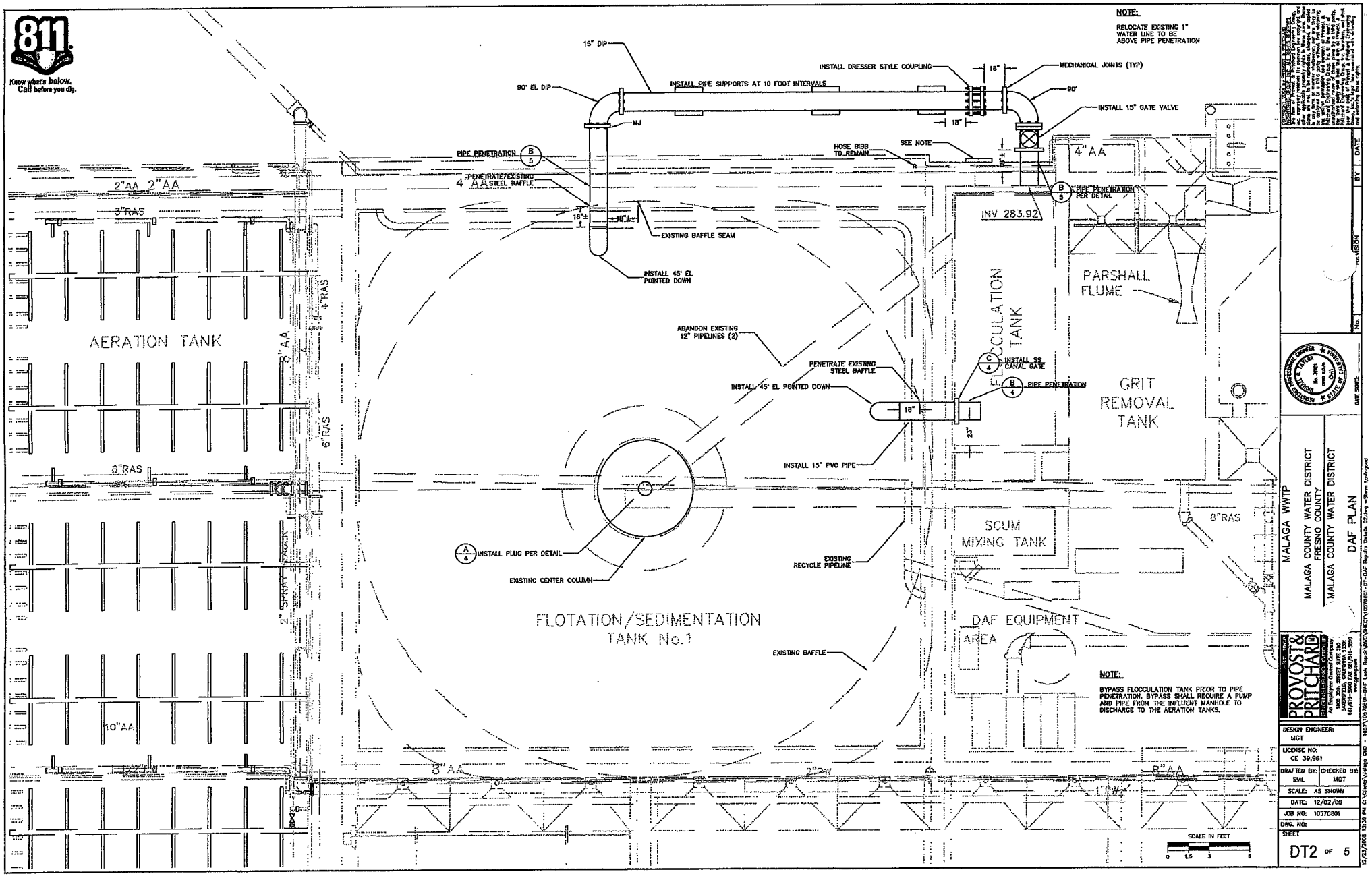
MALAGA COUNTY WATER DISTRICT

DAF SECTIONS

PROVOST & PRITCHARD
ENGINEERING GROUP
An Employee Owned Company
1800 30th STREET SUITE 280
BAKERSFIELD, CALIFORNIA 93301
661/616-5800 FAX 661/616-5880
www.pprg.com

DESIGN ENGINEER: MGT
LICENSE NO: CE 39,961
DRAFTED BY: SML
CHECKED BY: MGT
SCALE: AS SHOWN
DATE: 12/02/08
JOB NO: 10570801
DWG. NO:
SHEET DT3 OF 5

12/23/2008 12:32 PM G:\Clients\Malaga CWD - 1057\10570801-DAF Leak Repair\DWG\SHEET\10570801-DT-DAF Repairs Detailed.dwg -Steve Lovingood

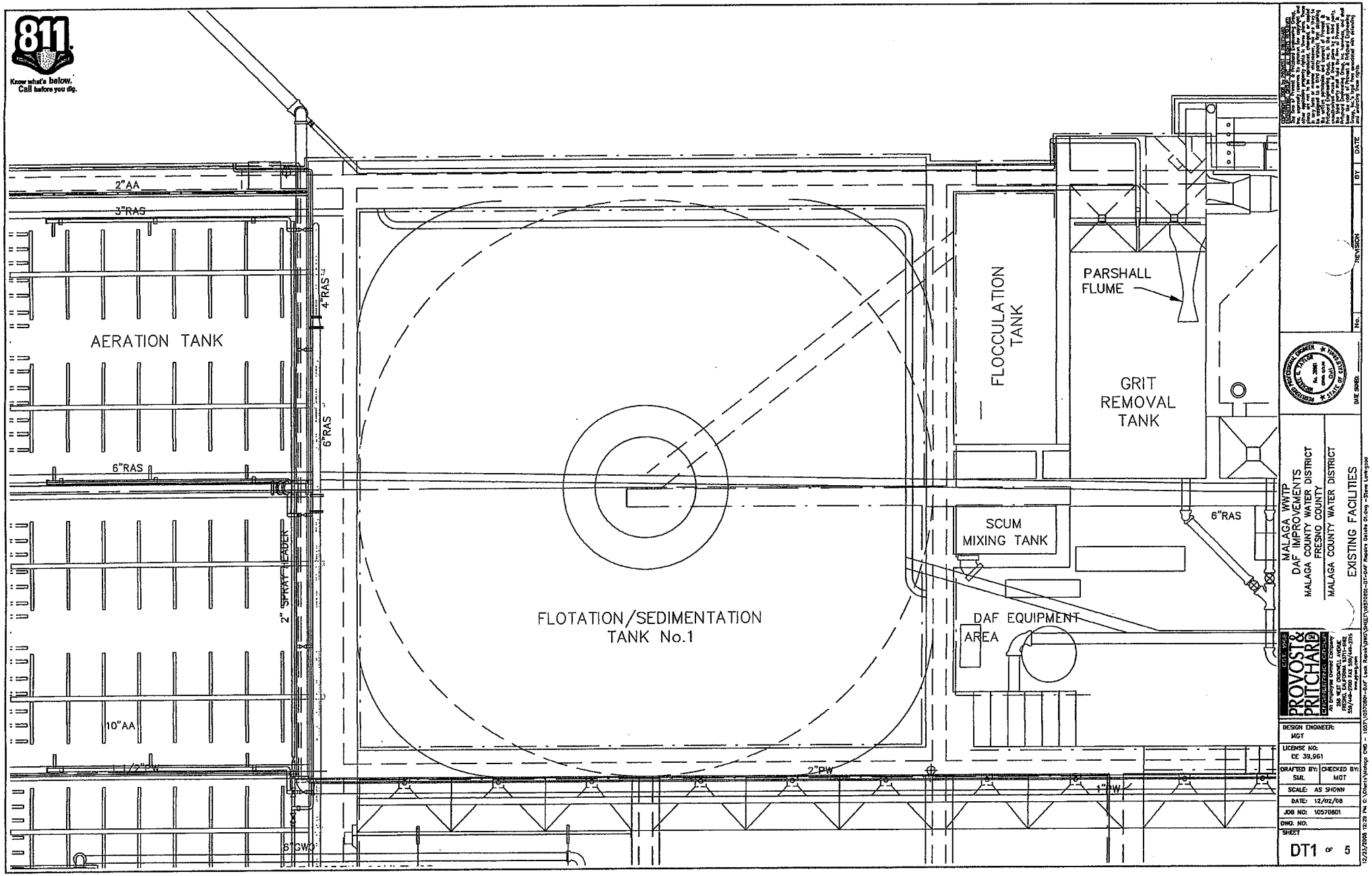


MALAGA WWTP
MALAGA COUNTY WATER DISTRICT
FRESNO COUNTY
MALAGA COUNTY WATER DISTRICT
DAF PLAN

PROVOST & PRITCHARD ENGINEERING GROUP
An Employee Owned Company
1800 30th STREET SUITE 380
BAKERSFIELD, CALIFORNIA 93301
661/616-5800 FAX 661/616-5890
www.ppeng.com

DESIGN ENGINEER: MGT	
LICENSE NO: CE 39,961	
DRAFTED BY: SML	CHECKED BY: MGT
SCALE: AS SHOWN	
DATE: 12/02/08	
JOB NO: 10570801	
DWG. NO:	
SHEET DT2 OF 5	

12/23/2008 12:30 PM G:\Clients\Malaga CWD - 10570801-DAF Leak Repair\DWG\SHEET\10570801-DT-DAF Repairs Details 02.dwg -Steve Lovingood



MALAGA WWTP
DAF IMPROVEMENTS
MALAGA COUNTY WATER DISTRICT
FRESNO COUNTY

MALAGA COUNTY WATER DISTRICT

EXISTING FACILITIES

PROVOST & PRITCHARD ENGINEERING GROUP

DESIGN ENGINEER: MGT
LICENSE NO: CE 39,961
DRAFTED BY: SML
CHECKED BY: MGT
SCALE: AS SHOWN
DATE: 12/02/08
JOB NO: 10570801
DWG. NO:
SHEET DT1 OF 5

12/23/2008 12:29 PM G:\Clients\Malaga CWD - 10570801-DAF Leak Repair\DWG\SHEET\10570801-DT-DAF Repairs Details.dwg - Steve Lankgood

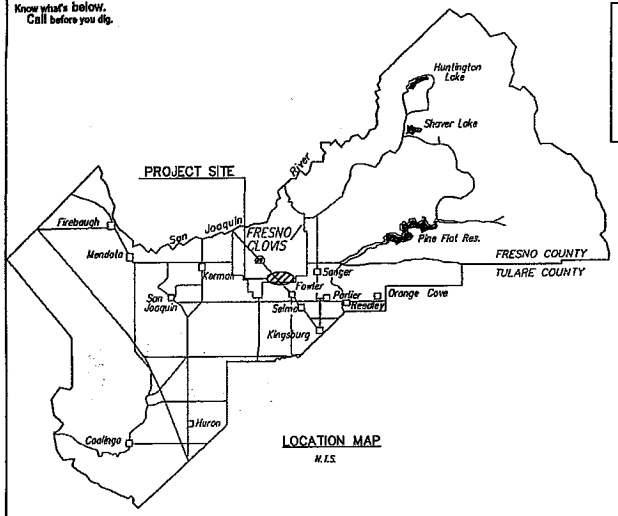
811
Know what's below.
Call before you dig.

MALAGA COUNTY WATER DISTRICT

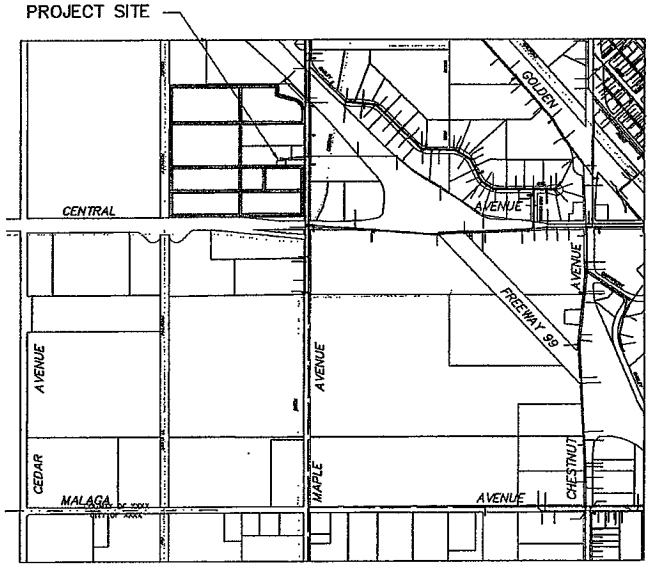
FRESNO COUNTY

MALAGA WWTP

DISSOLVED AIR FLOTATION CLARIFIER IMPROVEMENTS



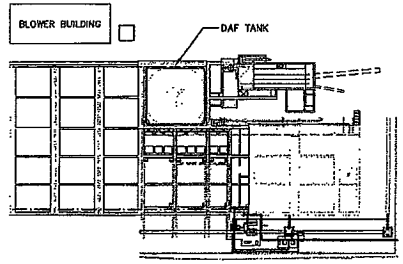
LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.

GENERAL NOTES

1. MCWD (559)485-7353 shall be contacted at least 48 hours prior to commencement of work on or near existing District facilities.
2. Used material, rejects, misfits, or seconds, etc. are not acceptable for use on MCWD facilities.
3. All construction shall be in conformance with these plans, project specifications and MCWD specifications.
4. Contractor shall field verify the horizontal and vertical locations of all existing facilities prior to commencing work. Contractor shall make Engineer aware of any discrepancies.
5. All steel pipe and fittings shall be furnished with a shop applied high solids epoxy coating on the interior and exterior, unless otherwise indicated. All other exposed steel shall be painted with a pre-treatment primer, an undercoat and a final coat of paint in accordance with MCWD specifications.
6. All construction shall be performed in accordance with applicable health and safety laws of the State of California and CAL/OSHA standards.
7. Contractor will be responsible for the repair of all pipeline cracks, which develop during construction of improvements affecting existing facilities.
8. All excess material and/or debris shall be removed upon completion of installation.
9. Contractor shall be responsible for providing adequate dust control at all times.



PLANT LOCATION MAP
N.T.S.

CONSULTING ENGINEERS AND LAND SURVEYORS OF CALIFORNIA

Construction Contractor agrees that in accordance with generally accepted construction practices, construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours, and construction Contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real and alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of design professional.

SPECIAL NOTE

Where underground and surface structures are shown on the plans, the locations, depth and dimensions of structures are believed to be reasonably correct, but are not guaranteed. such structures are shown for the information of the Contractor, but information so given is not to be construed as a representation that such structures will, in all cases, be found where shown, or that they represent all of the structures which may be encountered.

SITE SAFETY AND PROTECTION NOTES

The duty of the Engineer, Owner or its agents to conduct construction review of the Contractor's performance and the undertaking of inspections or the giving of instructions as authorized herein is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site and shall not be construed as supervision of the actual construction nor make the Engineer, Owner or its agents responsible for providing a safe place for the performance of work by the Contractor, subcontractors, or suppliers, or for access, visits, use, work, travel or occupancy by any person.

The Contractor shall have at the work site, copies or suitable extracts of Construction Safety Orders, issued by Cal-OSHA. He shall comply with provisions of these and all other applicable laws, ordinances and regulations. The Contractor must comply with provisions of the safety and health regulations for construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29 C.F.R.

To protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his facilities, appliances, and methods and for any damage, which may result from their failure or their improper construction, maintenance or operation.

The Contractor agrees that R shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property, that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the Owner, Provost & Pritchard Engineering Group, Inc., and their respective agents harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of Owner, Engineer, or their respective agents.

The Owner and its agents' site responsibilities are limited solely to the activities of their employees on site. These responsibilities shall not be inferred by any party to mean that the Owner or its agents have responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence and the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the Contractor alone.

BOARD OF DIRECTORS

PRESIDENT	CHARLES E. GARABEDIAN
VICE PRESIDENT	SALVADOR CERRILLO IRMA CASTANEDA FRANK CERRILLO JR. FRANK SOTO
GENERAL-MANAGER	RUSS HOLCOMB

Sheet List Table	
Sheet Number	Sheet Description
CV1	COVER SHEET
DT1	EXISTING DAF FACILITIES
DT2	DAF PLAN
DT3	DAF SECTIONS
DT4	DAF DETAILS
DT5	PHOTOGRAPHS

THESE PLANS AND SPECIFICATIONS AND COPIES THEREOF AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF PROVOST & PRITCHARD ENGINEERING GROUP, INC. THEY ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PROVOST & PRITCHARD ENGINEERING GROUP, INC. THEY ARE NOT TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT THE WRITTEN PERMISSION AND CONSENT OF PROVOST & PRITCHARD ENGINEERING GROUP, INC. ANY UNAUTHORIZED REUSE OF THESE PLANS AND SPECIFICATIONS WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO PROVOST & PRITCHARD ENGINEERING GROUP, INC., AND THE USER SHALL INDEMNIFY, DEFEND AND HOLD PROVOST & PRITCHARD ENGINEERING GROUP, INC. HARMLESS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM. ANY MODIFICATION OF THESE PLANS AND SPECIFICATIONS MUST BE APPROVED IN WRITING BY PROVOST & PRITCHARD ENGINEERING GROUP, INC.

No.	REVISION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER — No. 39961 — CIVIL — STATE OF CALIFORNIA

DATE SIGNED:

MALAGA WWTP
DAF IMPROVEMENTS
MALAGA COUNTY WATER DISTRICT
FRESNO COUNTY

MALAGA COUNTY WATER DISTRICT

COVER SHEET

PROVOST & PRITCHARD ENGINEERING GROUP
An employee owned company
1234 H STREET
FRESNO, CALIFORNIA 93721-1812
559/449-2700 FAX 559/449-2715

DESIGN ENGINEER:	MGT
LICENSE NO:	CE 39,961
DRAFTED BY:	SML
CHECKED BY:	MGT
SCALE:	AS SHOWN
DATE:	12/02/08
JOB NO:	1057080I
DWG. NO:	
SHEET	CV1 OF 5

12/02/2008 12:23 PM G:\Civil\Wpdesign Civil - 1057\1057080I-DAF Lesh Imprv\DWG\SHEET\1057080I-CV-DAF Plotsite Drawing - Steve Lockwood