

Phone (559) 673-3514

www.madera-id.org

General Manager

Thomas Greci

Assistant

General Manager

Dina Cadenazzi Nolan

Legal Counsel

John P. Kinsey



Board of Directors

Division 1

David Loquaci

Division 2

Tim DaSilva

Division 3

Brian Davis

Division 4

Brandon Bishel

Division 5

Carl Janzen

**REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURAL SERVICES
FOR SITE PLAN AND OFFICE FACILITY**

ANNOUNCEMENT

The Madera Irrigation District (“MID” or “District”) is making a Request for Qualifications (“RFQ”) for professional architectural services for a site plan and office facility.

DATE OF ADVERTISEMENT

September 2, 2025

DEADLINE FOR SUBMITTAL

Proposals must be received at the District’s Office, 12152 Road 28 ¼, Madera, CA 93637 by 4:00 P.M. on October 22, 2025. No late submittals will be accepted under any circumstances.

INTRODUCTION

The District intends to undertake the design and construction of an administration building, maintenance shop, storage buildings, and support facilities. This Request for Qualifications (“RFQ”) has been prepared to solicit responses from qualified architects and/or civil engineers (“Firm”) wishing to be considered for the design and construction administration services of the administration building and support facilities (“Project”).

The District seeks a Firm that has specific experience in the design and construction of administration buildings and support facilities and that will identify its representatives and consultants (the “Design Team”) to complete the Project and to interface with the District thereon. The selected Firm and its Design Team will be one that has demonstrated extraordinary functionality in building design, in addition to the highest level of technical and practical capabilities.

The District will require the Design Team to provide full design and construction administration services for this Project. The efforts of the Design Team will be supported by District Staff during the design and construction process. The District reserves the right to request additions, substitutions, or elimination of

specific services or suppliers and/or re-bid any portions of the Project without added charges, prior to agreeing to a contract for services.

The Design Team must be comprised of professionals with the skills and scope necessary to design an administrative building and support facilities as outlined in this document. The Design Team must present sufficient examples of work that show the necessary skills to plan, design, and construct a facility that has a pleasing architectural appearance along with skills in engineering, cost estimation, electrical design, HVAC design, interior design, landscaping, etc.

The ability of the Design Team to keep within the prescribed budgets and time schedules is of utmost importance. This Project will require the Design Team to contractually hold themselves to a budget and schedule in order to effectively use public funds and meet District timelines.

The District has not established a budget for this project. The Design Team will assist the District in the development of a budget and cost-effective solutions for the project.

PROJECT DESCRIPTION

This Project is to design an entirely new site layout for the District's main office facility that includes, but is not limited to:

- Administration building
- Storage buildings
- Mechanic and maintenance shop building
- Chemical storage building
- Meter storage building
- Warehouse building
- Auxiliary facilities to support the District's operations

The District administrative staff will require a newly constructed building that will house the administrative personnel offices, a board room, a break room, a server room, a conference meeting room, and other ancillary rooms that are required for a professional office. Listed below is a preliminary list of facilities to be included in the administration building:

- Board Room
- Two conference rooms
- Offices – General Manager, Assistant General Manager, Executive Assistant/Board Secretary, Operations & Maintenance Manager, Operations Supervisor, Controller, Assistant Controller, Human Resources, and spare offices
- Reception area
- Operations Department room with at least two workstations
- Finance Department room with at least four workstations
- Fireproof room with vault doors
- Engineering Department room with at least five workstations
- Printing / multimedia room
- Server room
- Multiple general storage rooms

- Administration storage room
- Multiple file storage rooms
- Restrooms (multiple occupancy)
- Breakroom / kitchen
- Board / Administration breakroom
- Training / multipurpose room
- Other areas as necessary

The mechanic, maintenance, and welding shop building will include:

- Offices – Maintenance Supervisor, Assistant Maintenance Supervisor, Lead Mechanic, and spare offices
- Breakroom / kitchen
- Restrooms (multiple occupancy)
- Multiple general storage rooms
- Other areas as necessary

The chemical storage building will include:

- Offices – one office space
- Restroom
- Other areas as necessary

The meter storage building will include:

- Offices – one office space
- Restroom
- Other areas as necessary

The warehouse building will include:

- Offices – one office space
- Restroom
- Other areas as necessary

The District may choose to incorporate the following existing facilities into the new site layout:

- Wash station
- Confined space training facility
- Fuel tank
- Groundwater well

The facilities shall be designed to take advantage of all modern conveniences such as computer networking, technology, efficient lighting, efficient heating and cooling systems, security systems, fire alarm and protections systems, and ergonomic designs. The Design Team shall also bring to the attention of the District any innovative and progressive design features that can create a more efficient office. This will be an entirely new facility located in a mainly vacant area of the parcel. Other necessary facility requirements including

parking areas for District vehicles, staff vehicles, and public parking, along with mandated electric vehicle (EV) charging stations and solar will need to be incorporated into the site layout.

The Design Team will help the District determine the most appropriate design materials and construction techniques to obtain a suitable facility. The facilities will be designed and built with professional quality materials that are reviewed and approved by District Staff and District Board of Directors, as required.

The Project also includes the necessary topographic surveys and utility designs. The District does not currently have an idea of layout for the facility, but is intending the site layout and architectural design process to evolve concurrently. The Design Team will provide site design and facility layout and designs.

The design and materials used shall be reviewed and approved by District Staff during the design process. Final approved architectural drawings and specifications shall be utilized to secure a contractor to construct the facility.

The Design Team will also be required to assist the District in obtaining the necessary approvals and signatures from the local governing agencies overseeing the Project. The District will be primarily responsible for compliance with the California Environmental Quality Act (CEQA), although may require some information and minor assistance from the Design Team.

The current plan is that staff will remain in existing facilities until the new facilities are complete and can be transitioned over. The District currently has approximately 60 employees, many of which are field staff.

LOCATION

The District owns approximately 16.42 acres (APN 047-014-009) on the northwest corner of Avenue 12 and Road 28-1/4 (Property) located south of the City of Madera, California. Attachment 2 is an aerial site plan map showing the proposed area for new facilities on the Property. Attachment 3 is the Record of Survey Document No. 2014008819 filed April 16, 2014 in Book 61 of Maps at Page 61. The Property is currently being used as the District's sole office and storage yard.

CODE REQUIREMENTS

The design and construction of this facility shall conform to all applicable State of California and Federal Building Codes (latest version) including, but not limited to, the California Code of Regulations, Americans with Disabilities Act, and District requirements. Final construction drawings shall be approved by the District, the County of Madera, and any other required agency.

UTILITY COORDINATION

The Design Team shall be required to coordinate closely with utilities including, but not limited to gas, water, electric, phone, and high-speed internet. In some circumstances the Design Team will also have to work with District staff and other contractors working onsite. Please be advised the District has limited as-built records of existing utility infrastructure on the Property. The District does have a Record of Survey for the parcel.

An onsite groundwater well supplies the domestic water supply for the onsite buildings, the landscape irrigation, and a water truck fill station. Wastewater is disposed of in multiple onsite septic tanks and pits. Storm drainage collected by onsite drains, pipes, and swales is conveyed to the north end of the Property into

the onsite basin and across Road 28-1/4 to MID Recharge Basin #4. There is a fiber optic line on the property. Gas and electrical utilities enter the Property from Road 28-1/4 along the south side of the office building.

DISTRICT RESPONSIBILITIES

- Manage the solicitation of the Request for Qualifications process
- Award the contract to the selected Proposer
- Provide available, relevant data to be utilized by the successful Proposer
- Manage the contract with the selected Proposer through the Project Tasks
- Make progress and final payments to the selected Proposer for completed Project Tasks
- Provide a District representative on a regular basis for support to the selected Proposer

CONSULTANT SCOPE OF SERVICES

The District will execute a contract for a full scope of services for the Project including the following RFQ Tasks:

- I. Design consultation
- II. Topographic survey
- III. Geotechnical report
- IV. Permitting and approval process
- V. Schematic design
- VI. Drawing and specification development
- VII. Final design drawings
- VIII. Public meetings. (Likely consisting of MID Board Meetings with attendance in person and/or Zoom, to be determined.)
- IX. Contract documents
- X. All necessary plans and specifications
- XI. Assistance with the bidding process and bid evaluations
- XII. Appropriate construction administration, including inspection
- XIII. Record drawings

WORK PRODUCT

All work products included in this proposal shall be made available to the District in hard copy and electronic formats suitable to the District (MS Word, Excel, AutoCAD, etc.).

MINIMUM QUALIFICATIONS

- Minimum of eight years of experience in the design and management of similar projects including architectural design, engineering, cost estimation, electrical design, HVAC design, interior design, landscaping, etc.
- Minimum of three **built** project designs and management of similar projects including architectural design, engineering, cost estimation, electrical design, HVAC design, interior design, landscaping, etc.
- Minimum of five years of experience working with federal, state, and local resource agencies.

- An available team of experts and/or consultants with multidisciplinary backgrounds including, but not limited to architecture, civil engineering, electrical engineering, mechanical engineering, interior design, and landscape architecture, etc.
- Licensed Architects and Landscape Architects must have a current California license and be in good standing with the California Architects Board.
- Registered Engineers and Land Surveyors must have a current California license and be in good standing with the California Board for Professional Engineers, Land Surveyors, and Geologists.

REQUIREMENTS AND INFORMATION

All Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times. **MID RESERVES THE RIGHT TO CHANGE THE SCHEDULE AS NEEDED.**

Timeline:

Circulation of Request for Qualifications (RFQ)	September 5, 2025
Deadline for Question Submittal – NO LATER THAN 4:00 P.M.	September 19, 2025
Qualifications/Proposal Due to MID Office – NO LATER THAN 4:00 P.M.	October 22, 2025
Interview Selected Firms (If Deemed Necessary)	November 2025
Selected Firm Notified	Anticipated December 2025
Contract Award	Anticipated Late 2025
First Design Meeting Between Design Team and District Staff	Anticipated Early 2026
Complete Design and Permitting; Begin Preparation of Bid Documents	Anticipated Late 2026
Solicit Bids from Contractors	TBD
Award Contract for Construction of the Project	TBD
Begin Construction of the Project	TBD
Completion of the Project	TBD

Technical Content Requirements:

Proposers interested in providing the scope of services must submit by the deadline defined in this RFQ. The District would like to impress upon all applicants to keep responses succinct and clear.

Sections:

1. Cover Letter

The Cover Letter shall include the following information:

- a. Name, address, and phone contact information of the lead firm

- b. Name and contact information (phone and email) for the Project Principal who will be leading the Design Team
- c. A list of all associated firms or consultants that may be involved in the Design Team. The District assumes that the Design Team may include, but not be limited to the following type of professionals:
 - i. Civil Engineer
 - ii. Structural Engineer
 - iii. Mechanical Engineer (HVAC, Plumbing, Fire Protection)
 - iv. Electrical Engineer
 - v. Communication Consultant
 - vi. Networking Consultant
 - vii. Technology Consultant
 - viii. Code Consultant
 - ix. Cost Estimating Consultant
 - x. Interior Design

Each of the consultants should be identified by their role in the Design Team and should include company name, address, and contact information. The District reserves the right to approve or reject all or any portion of the Design Team proposed by the Firm during the or after the selection process.

2. Table of Contents

3. Statement of Design Approach

Please describe how your Firm would approach the design process. List any critical decision-making steps and any assistance the Design Team may provide in meeting timeline and budget concerns.

4. Related Experience and Reference

This section should provide information that relates to the experience the Proposer has in accomplishing similar projects to the requested services. (Please refer to “Minimum Qualifications for Proposers”). Include descriptions and photographs of example projects completed within the past five (5) years that are comparable to the proposed project. (The submission of the previously mentioned prior successfully completed projects will suffice to meet this requirement). Provide references and contact information for the clients of the comparable projects upon which proposed Project Manager and team personnel have worked. Describe their role on the project and include the name and title of the client’s project manager (reference). The prospective Proposers shall provide at least three (3) clients for whom the Proposer has performed work like that proposed in this request. Each reference must have:

- Client’s Name
- Contact Name
- Telephone Number
- Street Address
- City, State, Zip Code
- Brief Description of Service provided
- Service Dates

- Service Value/Cost

The stated experience for subconsultants shall include a brief statement of the subconsultant experience in doing work related to the tasks described in the requested services and a contact name and phone number reference of clients the subconsultant most recently worked for. References will be contacted.

5. Design Team Composition

This section should provide information that relates to the qualifications and background of consultants used to make up the Design Team. This section should also contain a visual flow chart identifying the relationship between such professionals indicating roles and relationships of all members.

6. Key Personnel

This section should include the resume of individuals that are assigned to the Design Team and Project. This information should include the title of the individuals, brief work history which relates to similar Project types and any relevant work experience.

7. Work Plan

This section should include a detailed description of the approach to organizing the scope of services and an indication of which tasks are to be included as a part of the services offered by the Design Team and which are to be excluded. The Proposer may organize the content of the tasks into general groupings for convenience or break the required tasks into a detailed task delivery schedule.

8. Conflicting Projects or Commitments

The proposal must include a discussion of any other Projects currently being undertaken by the Proposer that might result in delays to completing the Project in a timely manner. The proposal shall contain a statement to the effect that the Proposer is not currently committed to another project or client that would constitute a conflicting interest, either existing or perceived, with the Project defined in this RFQ.

9. Facilities and Resources

Each prospective Proposer must state that they have the facilities and resources to execute the full services requested.

Fee Schedule Requirements:

The Proposer must provide a comprehensive fee schedule for all personnel and equipment which may be used in the course of the work, including all subconsultants, and all other costs that may be applicable to any necessary extra services.

SUBMITTAL CONDITIONS

Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFQ. The Proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a Proposal.

The proposal shall not exceed twenty-five (25) (8.5" x 11") double-sided printed pages, excluding cover sheet, table of contents, index sheets, exhibits, resumes, and attachments. Resumes included with the technical proposal shall not exceed one single-sided printed page per person listed in the table of organization. Please submit four (4) copies of your technical proposal and one (1) sealed fee schedule addressed to:

Madera Irrigation District
Attention: Andrea Sandoval
12152 Road 28 1/4
Madera, CA 93637
(559) 673-3514

SUBMITTALS MUST BE RECEIVED BY THE DISTRICT BEFORE 4:00 P.M. ON OCTOBER 22, 2025. NO PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE.

All Proposals become the property of MID and MID will not return any portion of the proposals that are submitted. The cost of preparing, submitting, and presenting a Proposal and participating in an interview are at the sole expense of the Proposer. Solicitation of proposals in no way obligates MID to contract with any firm or individual.

A successful Proposal submittal shall be as follows:

Proposal:

One (1) sealed technical proposal package marked "PROPOSAL". Within that package there shall be one (1) original technical proposal with Attachment 1 marked "Original Copy". All additional three (3) technical proposal copies may contain photocopies of the original package only, and must be included in the sealed package.

Fee Schedule:

One (1) sealed cost proposal package marked "Fee Schedule."

Modification or Withdrawal of Proposal:

Any Proposal received prior to the date and time specified above for receipt of Proposals may be withdrawn or modified by written request of the Proposer. To be considered, the modification must be received in writing, and the same number of copies as the original proposal, prior to the date and time specified above for receipt of Proposals.

1. **RFQ Addendum:** Any changes to the RFQ requirements will be made by written addenda by the Project Manager and shall be considered part of the RFQ. Any addendum will be posted on the District's website <https://www.madera-id.org/>. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation and be forwarded to prospective Proposers. It will be the Proposer's responsibility to assure that all addenda are incorporated into the Proposal as required per all the terms and conditions for submittal of the Proposal.

2. Verbal Agreement or Conversation: No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of MID shall affect or modify any terms or obligations of this RFQ, or any contract resulting from this procurement.
3. Exceptions and Alternatives: Proposers may not, after exhausting protest avenues, take exception or make alterations to any requirement of the RFQ. If alternatives or options are proposed, Proposer must clearly identify such. MID expressly reserves the right in its sole discretion to consider such alternatives and to award a contract based thereon if determined to be in the best interest of MID. Since MID desires to enter one contract to provide all the intended services, only those Proposals to provide all service will be considered responsive.

Signature:

Only an individual who is authorized to bind the proposing firm contractually shall sign the Proposal Certification Clauses and Proposal Signature Page, Attachment 1. The signature must indicate the title or position that the individual holds in the firm who is authorized to certify that the proposal is a firm offer for at least a ninety (90) day period. Submitted Proposals shall be rejected if the Proposal/Proposer Certification Sheet is not signed. (See “**Proposal Submittal Conditions**” for more information on Proposal Submittal Requirements).

NOTICE REGARDING CALIFORNIA PUBLIC RECORDS ACT

Once received by the District, all submissions will become the exclusive property of the District. The District reserves the right to make use of any information or ideas contained in any submission.

Any information contained within a submission in response to this RFQ shall become a public record subject to all applicable disclosure and inspection laws, except to the extent the Proposer specifically and justifiably designates trade secrets or other confidential or proprietary information therein and plainly marks such information as “Trade Secret,” “Confidential,” or “Proprietary.” Materials within a submission that Proposers designate as proprietary or confidential information shall be clearly marked and readily separable from the remainder of the submission in order to facilitate public inspection of the non-confidential portions thereof. Prices, makes, models, or catalog numbers of items offered; deliverables; and/or terms of payment shall be publicly available information regardless of any designation to the contrary by a Respondent. **A blanket confidentiality statement or the marking of each page of a submission as confidential shall not be deemed sufficient notice of the Proposer’s exception. Each Proposer must specifically label only those provisions of their submissions which are actually “Trade Secrets,” “Confidential,” or “Proprietary” in nature.**

The District will endeavor to restrict the distribution of materials properly designated as confidential or proprietary to only those individuals involved in the District’s review and analysis of the submissions; however, the District shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof if disclosure is required or otherwise permitted under the California Public Records Act (Gov. Code, § 7920.000, et seq.) or other applicable laws.

If any information or materials in any submission are labeled confidential by a Proposer, the submission shall include the following clause:

To the greatest extent allowed by law, [Proposer's Name] shall indemnify, defend, and hold harmless the Madera Irrigation District, and each of its officers, agents, and employees from and against any request, action, or proceeding of any nature and any damages or liability of any nature, including, but not limited to, attorneys' fees, arising out of, concerning, or in any way involving the Madera Irrigation District's maintenance of any materials or information in this submission that [Proposer's Name] has labeled as confidential, proprietary, or otherwise not subject to disclosure as a public record pursuant to the California Public Records Act (Government Code section 7920.000, et seq.).

REJECTION OF PROPOSALS

Failure to meet the requirements of any items contained in this RFQ may be cause for rejection of the Proposal. The District may reject any Proposal if it is conditional, incomplete, contains irregularities or reflects inordinately high cost rates. The District may waive immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the Proposer is awarded the contract.

The District may make investigations as deemed necessary to determine the ability of Proposers to perform the work, and Proposers shall furnish all such information and data for this purpose as may be reasonably requested by the District. The District reserves the right to reject any submission if the evidence submitted by, or investigation of, such Proposers fail to demonstrate they are properly qualified to carry out the obligations of this project.

Proposals not including the required Attachment 1 shall be deemed non-responsive. A non-responsive Proposal is one that does not meet the basic Proposal requirements. Failure to meet the submittal requirements of the Proposal shall deem the entire Proposal package non-responsive and therefore be cause for rejection.

More than one Proposal from an individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future procurements.

The decision to approve and award a contract is at the sole and absolute discretion of the District.

ERRORS AND OMISSIONS

This RFQ cannot identify each specific, individual task required to implement this project. The District relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their Proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct costs, and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFQ and its accompanying materials to the District's detriment. Where such errors or omissions are discovered, the District will issue revised instructions in the form of an addendum. The District reserves the right to remedy any technical errors in the RFQ and its accompanying materials.

CONTRACT AWARD

MID will award the contract to the chosen Proposer. The contract is not in force until it is awarded by the District. The contract, to be signed by the chosen Proposer, will be MID's standard Consultant Services Agreement (CSA). To receive a copy of the CSA prior to award contact Andrea Sandoval at asandoval@madera-id.org.

Agreement for Service: The consultant will be expected to enter into MID's standard Consultant Services Agreement for services with the District. The consultant will be required to provide insurance in accordance with the District's standard provisions, Attachment 4. The contract will be developed as a "not to exceed" contract and compensation will be based on actual billable hours for the work performed.

Non-Exclusivity of Contract: It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for the requested service into which MID may enter. The Proposer has no exclusive right granted per this contract.

CONFLICT OF INTEREST

Proposers shall immediately notify the District, in writing, of any potential or actual conflicts of interest that arise between or among the District and any other persons and/or entities for whom Proposers provide services.

INDEMNIFICATION

To the greatest extent allowed by Civil Code section 2782.8, the District intends to include and require an indemnity commitment from the selected Proposer in the final contract award.

CONTACT PERSON

All questions concerning this Request for Qualifications (RFQ) should be directed to Andrea Sandoval via email at asandoval@madera-id.org.

ATTACHMENTS

1. Proposal Certification Clauses and Proposal Signature Page
2. Aerial Map of Site
3. Record of Survey Document No. 2014008819
4. District's Standard Insurance Provisions

ATTACHMENT 1

Proposer Certification Clauses and Proposal Signature

PROPOSER CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future MID agreements if MID determines that any of the following has occurred: (1) the Contractor has made a false certification or has violated the certification by failing to carry out the requirements as noted above (GC 8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

DOING BUSINESS WITH MID

The following laws apply to persons or entities doing business in the State of California.

1. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of Labor Code section 3700. Contractor affirms it will comply with such provisions before commencing the performance of the work of this Agreement.
2. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
3. CONTRACTOR NAME CHANGE: In the event that an amendment is required to change the Contractor's name as listed on this Agreement, MID will process the amendment upon receipt of legal documentation of the name change. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
4. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to MID are fulfilled.
 - b. "Doing business" is defined in Revenue & Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
5. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
6. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

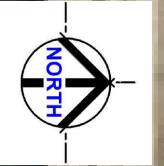
By my signature on this proposal I certify, under penalty of perjury under the laws of the state of California that the included questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 11102 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Code of Regulations). By my signature on this proposal I Further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 code of Federal Regulations, Part 29 Debarment and Suspension certification are true and correct. (Forms 1-8)

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct and that I am duly authorized to legally bind the prospective Proposer to the clauses listed above. This certification is made under the laws of the State of California. **The undersigned is duly authorized to certify that the contents of the technical proposal are true and accurate and the commitment to perform the requested services is certified for a 90 day period.**

<i>Proposer Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

NOTE - If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation: if Proposer is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership: and if Proposer is an individual, his signature shall be placed above. If signature is by an agent other than of an officer of a corporation or a member of a partnership, a power of attorney must be on file with MID prior to opening proposals or submitted with the proposal; otherwise, the proposal will be discarded as irregular and unauthorized.

Attachment 2



AVE 12

RD 28 1/4

	SCALE: 1" = 20'	NO.	REVISED	BY	<h2>MID SITE PLAN</h2>	DRAWING NO.
	DRAWN BY:					
	APPROVED BY:					
	DATE: 4/09/2025					

6/1/61

Attachment 3

RECORD OF SURVEY

Consisting of One Sheet

IN

MADERA COUNTY, CALIFORNIA

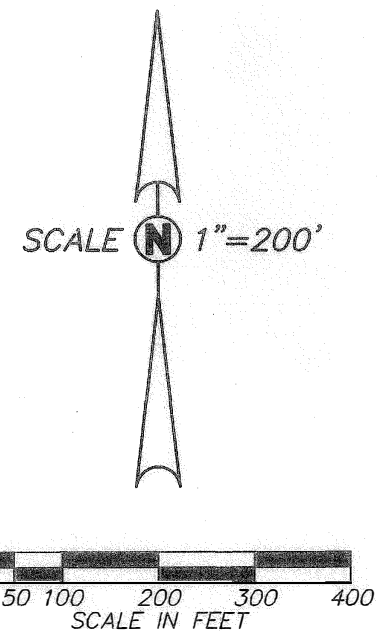
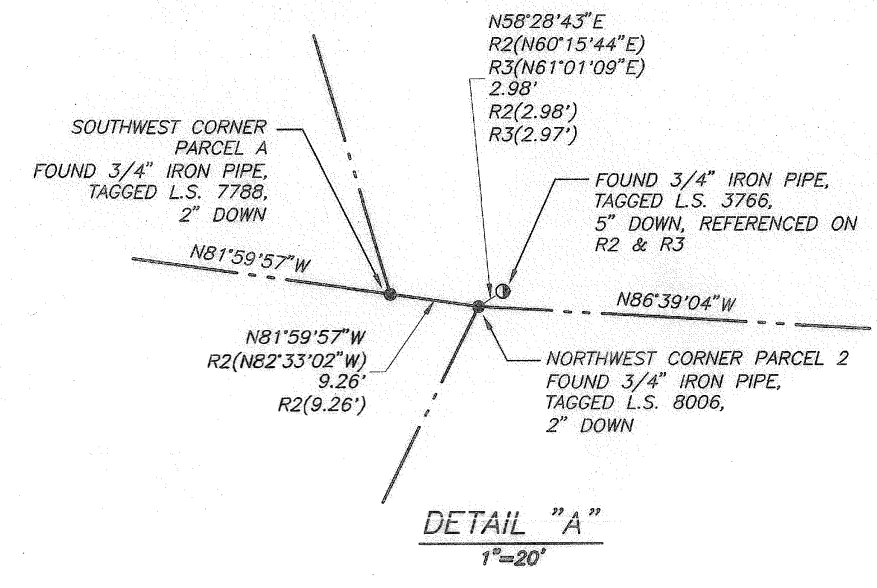
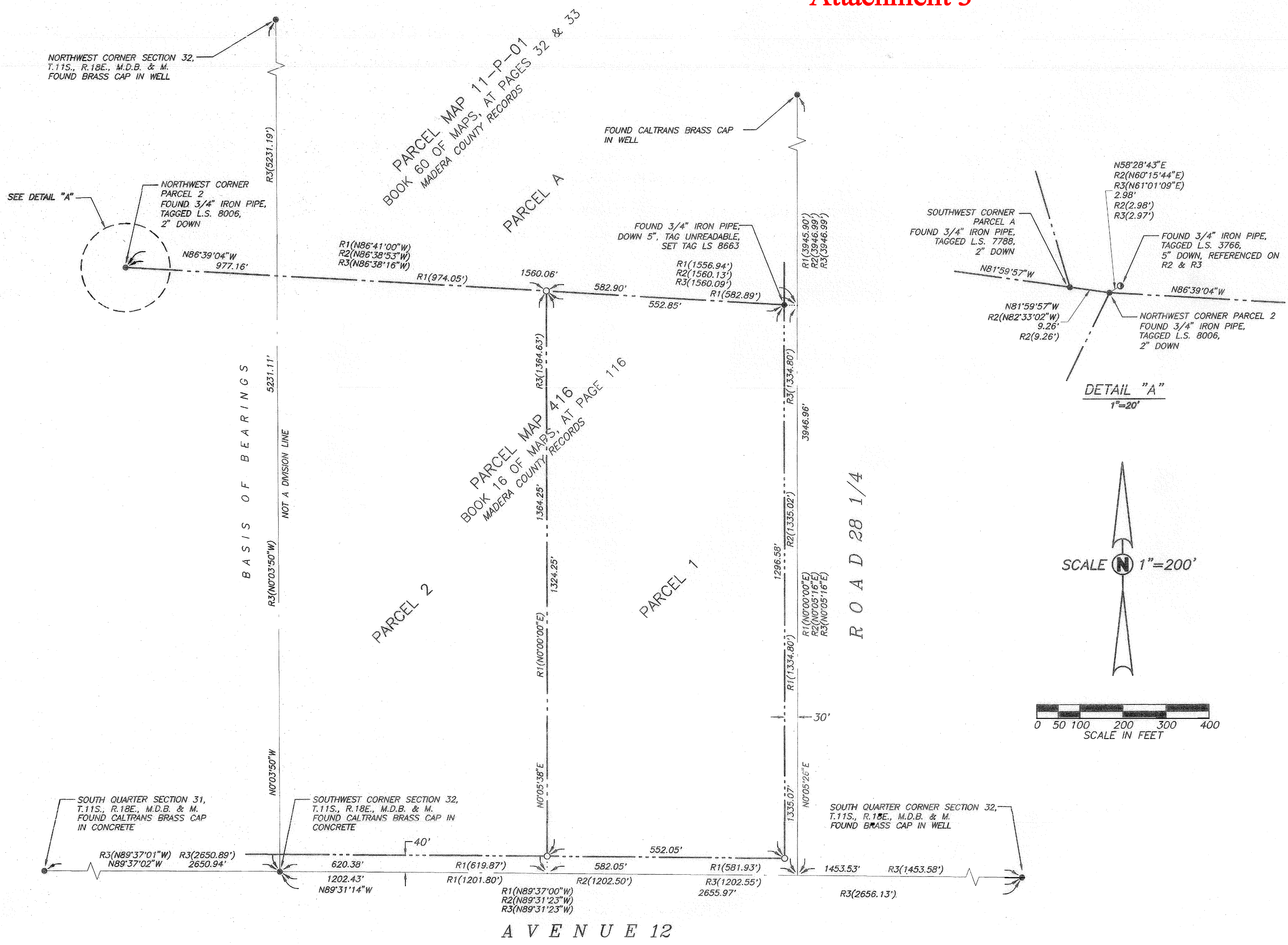
OF

PARCEL 1 OF PARCEL MAP NO. 416
RECORDED IN BOOK 16, PAGE 116 OF MAPS
MADERA COUNTY RECORDS.

SURVEYED DECEMBER 2013

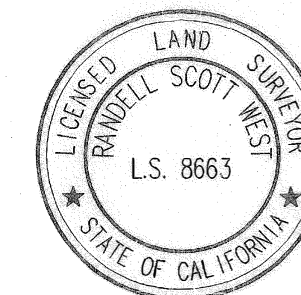
BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS

451 CLOVIS AVENUE, SUITE 200
CLOVIS, CALIFORNIA 93612
(559) 328-1400



SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF MADERA IRRIGATION DISTRICT IN DECEMBER, 2013.



Randell Scott West 3/27/2014
 RANDELL SCOTT WEST P.L.S. 8663

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYOR'S ACT. THIS 9th DAY OF APRIL, 2014.



David M. McClasson
 DAVID McCLASSON ACTING COUNTY SURVEYOR P.L.S. 8988

RECORDER'S STATEMENT

DOCUMENT NO. 2014008719
 FILED THIS 16th DAY OF APRIL, 2014 AT 9:18 A.M. IN BOOK 61 OF MAPS AT PAGE 61, AT THE REQUEST OF MADERA IRRIGATION DISTRICT
 FEE: \$9.00

REBECCA MARTINEZ COUNTY CLERK-RECORDER
Rebecca Martinez
 DEPUTY

BASIS OF BEARINGS

THE WEST LINE OF SECTION 32, T.11S., R.18E., M.D.B. & M. TAKEN AS N0°03'50"W AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 55 OF RECORD OF MAPS, AT PAGE 107, MADERA COUNTY RECORDS.

LEGEND

- MONUMENT FOUND AND ACCEPTED AS NOTED
- MONUMENT SET 3/4" IRON PIPE 30" LONG, TAGGED LS 8663, TOP OF PIPE SET 4" BELOW SURFACE
- MONUMENT FOUND AND NOTED
- INDICATES SECTION LINE OR CENTERLINE
- - - - - INDICATES RIGHT OF WAY LINE
- · — · — INDICATES PROPERTY LINE, RIGHT OF WAY LINE, OR FUTURE RIGHT OF WAY LINE OF PARCEL PER THIS SURVEY ALONG WHICH MONUMENTS ARE PLACED.
- · · · · INDICATES EXTENSION OF LINE TO DIMENSION POINT AS SHOWN

- R1 () RECORD DATA AS SHOWN ON OR CALCULATED FROM PARCEL MAP NO. 416 RECORDED IN BOOK 16 OF MAPS, AT PAGE 116, MADERA COUNTY RECORDS.
- R2 () RECORD DATA AS SHOWN ON OR CALCULATED FROM PARCEL MAP NO. 11-P-01 RECORDED IN BOOK 60 OF MAPS, AT PAGES 32 & 33, MADERA COUNTY RECORDS.
- R3 () RECORD DATA AS SHOWN ON OR CALCULATED FROM RECORD OF SURVEY RECORDED IN BOOK 55 OF MAPS, AT PAGE 107, MADERA COUNTY RECORDS.
DISTANCES NOT MONUMENTED ARE CALCULATED

6/1/61

ATTACHMENT NO. 4

MID INSURANCE REQUIREMENTS FOR MOST CONTRACTS

Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Madera Irrigation District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Madera Irrigation District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Madera Irrigation District; but this provision applies regardless of whether or not the Madera Irrigation District has received a waiver of subrogation from the insurer.
4. **Professional Liability/Errors and Omissions Liability:** Insurance appropriate to the Consultant profession, with limits no less than one million (\$1,000,000) per occurrence or claim, and two million dollars (\$2,000,000) policy aggregate.

If Claims Made Policy:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- c. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Madera Irrigation District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Madera Irrigation District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Madera Irrigation District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Madera Irrigation District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Madera Irrigation District its directors, officers, employees and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Madera Irrigation District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Madera Irrigation District. The Madera Irrigation District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Madera Irrigation District. .

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Madera Irrigation District.

Verification of Coverage – Consultant shall furnish the Madera Irrigation District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Madera Irrigation District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The Madera Irrigation District reserves the right to require complete, certified

copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors – Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Madera Irrigation District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety:

In the performance of this contract the Consultant shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply