



# BOARD OF DIRECTORS MEETING AGENDA

**December 15, 2021 SPECIAL Meeting  
1 p.m.**

Join WebEx Meeting

<https://sweetwaterspringswaterdistrict.my.webex.com/sweetwaterspringswaterdistrict.my/j.php?MTID=m20258f5b25b91c5850d291ac50345397>

Meeting ID: 2551 801 8232

Passcode: Xc9dBf6c8Hi

OR

Join by phone: 1-415-655-0001 US Toll

Access Code: 2551 801 8232

Password: 92932362

***All guests that join the virtual meeting will be muted with their camera/ video turned off. Guest(s) will be unmuted and video turned on when they are speaking. Proper decorum including appearance is required.***

NOTICE TO PERSONS WITH DISABILITIES: It is the policy of the Sweetwater Springs Water District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request made at least 48 hours in advance of the need for assistance, this Agenda will be made available in appropriate alternative formats to persons with disabilities. This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).

Any person who has any questions concerning any agenda item may call the General Manager or Assistant Clerk of the Board to make inquiry concerning the nature of the item described on the agenda; copies of staff reports or other written documentation for each item of business are on file in the District Office and available for public inspection. All items listed are for Board discussion and action except for public comment items. In accordance with Section 5020.40 et seq. of the District Policies & Procedures, each speaker should limit their comments on any Agenda item to five (5) minutes or less. A maximum of twenty (20) minutes of public comment is allowed for each subject matter on the Agenda unless the Board President allows additional time.

## I. CALL TO ORDER ***(Est. time: 2 min.)***

- A. Board members Present
- B. Board members Absent
- C. Others in Attendance

II. PUBLIC COMMENT: The District invites public participation regarding the affairs of the District. This time is made available for members of the public to address the Board regarding matters which do not appear on the Agenda, but are related to business of the District. Pursuant to the Brown Act, however, the Board of Directors may not conduct discussions or take action on items presented under public comment. Board members may ask questions of a speaker for purposes of clarification.

III. CONSENT CALENDAR **(Est. time: 5 min.)**

**(Note: Items appearing on the Consent Calendar are deemed to be routine and non-controversial. A Board member may request that any item be removed from the Consent Calendar and added as an “Administrative” agenda item for the purposes of discussing the item(s)).**

A. Action to Reconfirm findings of Resolution 21-18 re continuation of remote meetings

IV. ADMINISTRATIVE

A. Discussion/Action re Award of Monte Rio Well Rehab and Electric Upgrade *(Est. time 10 min.)*

B. Discussion/Action re Resolution 21-22, Approval of Contract for Monte Rio Well Rehab and Electric Upgrade *(Est. time 10 min.)*

C. Discussion/Action re Regional Government Services Presentation by Deborah Muchmore *(Est. time 30 min.)*

V. CLOSED SESSION

A. Pursuant to Gov. Code Section 54957(b)(1)-PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: All Employees

B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Two (2) cases

ADJOURN

## **Sweetwater Springs Water District Mission and Goals**

The mission of the Sweetwater Springs Water District (SSWD) is to provide its customers with quality water and service in an open, accountable, and cost-effective manner and to manage District resources for the benefit of the community and environment. The District provides water distribution and maintenance services to five townships adjacent to the Russian River:

- Guerneville
- Rio Nido
- Guernewood Park
- Villa Grande
- Monte Rio

**GOAL 1: IMPLEMENT SOUND FINANCIAL PRACTICES TO ENSURE EFFECTIVE UTILIZATION OF DISTRICT RESOURCES**

**GOAL 2: PROVIDE RELIABLE AND HIGH QUALITY POTABLE WATER WITH FACILITIES THAT ARE PROPERLY CONSTRUCTED, MANAGED AND MAINTAINED TO ASSURE SYSTEM RELIABILITY**

**GOAL 3: HAVE UPDATED EMERGENCY PREPAREDNESS PLANS FOR ALL REASONABLE, FORESEEABLE SITUATIONS**

**GOAL 4: DEVELOP AND MAINTAIN A QUALITY WORKFORCE**

**GOAL 5: PROVIDE EXCELLENT PUBLIC OUTREACH, INFORMATION AND EDUCATION**

**GOAL 6: ENHANCE BOARD COMMUNICATIONS AND INFORMATION**

# SWEETWATER SPRINGS WATER DISTRICT

**TO:** Board of Directors

**AGENDA NO. III-A**

**FROM:** Ed Fortner, General Manager

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Meeting Date: December 15, 2021

**SUBJECT: Reconfirming circumstances of COVID-19 state of emergency, Resolution 21-18 findings, and authorizing continued remote meetings**

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**RECOMMENDED ACTION:** Staff recommends the Board make a motion to reconfirm the findings made in Section 2 of Resolution 21-18 adopted September 30, 2021, and continue authorizing remote meetings pursuant to emergency procedures under the Brown Act.

**FISCAL IMPACT:** none

**SUMMARY:**

On September 30, 2021, the Board adopted Resolution 21-18 (attached to this report), which made certain findings related to the COVID-19 pandemic and its impact on the District's ability to meet safely in person. Specifically, by Section 2 of Resolution 21-18, the Board made the following findings: The Board of Directors has considered the circumstances of the state of emergency; and

The states of emergency, as declared by the Governor and County of Sonoma continue to impact directly the ability of the District's legislative bodies, as well as staff and members of the public, to meet in person safely; and Meeting in person would present imminent risks to the health and safety of members of the public, members of the District's legislative bodies, and District employees due to the continued presence and threat of COVID-19. Section 54953 of the Government Code, as amended by Assembly Bill 361 (2021), requires the Board to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to meet remotely under special teleconference rules. The Board may make these findings by motion, which would be recorded in the meeting minutes. If this item is approved as a part of the consent calendar, a "motion to approve" would, in effect, approve the staff recommendation described above.

## **Resolution No. 21-18**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT FINDING PROCLAIMED STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES**

**WHEREAS**, all meetings of the legislative bodies of the Sweetwater Springs Water District (“District”) are open and public, as required by the Ralph M. Brown Act, Government Code Section 54950, *et seq*, and any member of the public may observe, attend, and participate in the business of such legislative bodies; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the rapid spread of the novel coronavirus disease 2019 (“COVID-19”); and

**WHEREAS**, on March 4, 2020, the Board of Supervisors of the County of Sonoma ratified a Proclamation of a Local Emergency and Declaration of Local Health Emergency due to COVID-19; and

**WHEREAS**, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act (“Brown Act”) in order to allow local legislative bodies to conduct meetings telephonically or by other means, after which District staff implemented virtual meetings for all meetings of legislative bodies within the District; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which terminated the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means effective September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (2021) (“AB 361”), which amended the Brown Act to allow local legislative bodies to continue to conduct meetings by teleconference under specified conditions and pursuant to special rules on notice, attendance, and other matters; and

**WHEREAS**, AB 361, pursuant to Executive Order N-15-21, took full effect on October 1, 2021 and requires the Board of Directors to make specific findings to continue meeting under special teleconference rules; and

**WHEREAS**, such findings include that the Governor has declared a State of Emergency pursuant to Government Code section 8625 and that the legislative body determines meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, the Board of Director hereby finds a proclaimed state of emergency and that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees, including members of the public and District employees, should meetings of the District’s legislative bodies be held in person; and

**WHEREAS**, the Board of Directors and the General Manager shall ensure meetings of the District's legislative bodies comply with the special teleconference rules under the Brown Act, as amended by Assembly Bill 361.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sweetwater Springs Water District as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings. In compliance with the special teleconference rules of Section 54953 of the Government Code, as established by Assembly Bill 361 (2021), the Board of Directors hereby makes the following findings:

The Board of Directors has considered the circumstances of the state of emergency; and

The states of emergency, as declared by the Governor and County of Sonoma continue to impact directly the ability of the District's legislative bodies, as well as staff and members of the public, to safely meet in person; and

Meeting in person would present imminent risks to the health and safety of members of the public, members of the District's legislative bodies, and District employees due to the continued presence and threat of COVID-19.

Section 3. Remote Teleconference Meetings. The District's legislative bodies may continue to meet remotely in compliance with the special teleconference rules of Section 54953 of the Government Code, as amended by Assembly Bill 361 (2021), in order to protect the health and safety of the public. The General Manager is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution.

Section 4. Review After 30 Days. The Board of Directors will review these findings and the need to conduct meetings by teleconference within thirty (30) days of adoption of this resolution

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

[Continued on next page.]

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I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the Sweetwater Springs Water District, Sonoma County, California, at a meeting held on September 30, 2021, by the following vote:

<b>Director</b>	<b>Aye</b>	<b>No</b>
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Larry Spillane	_____	_____

\_\_\_\_\_  
Sukey Robb-Wilder  
President of the Board of Directors

\_\_\_\_\_  
Attest: Julie A. Kenny  
Clerk of the Board of Directors

# SWEETWATER SPRINGS WATER DISTRICT

**TO:** Board of Directors

**AGENDA NO. V-A**

**FROM:** Ed Fortner, General Manager

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**Meeting Date:** December 15, 2021

**Subject: DISCUSSION/ACTION REVIEWING BIDS AND AWARDING WORK TO REHABILITATE WELL FIVE AND REPLACE THE CONTROL PANEL ON WELL FOUR AT THE MONTE RIO WELL STATION**

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**RECOMMENDED ACTION:**

Review the bids and award the work to Bartley Pump PM LLC to rehab well five and replace the control panel on well four at the Monte Rio well station.

**FISCAL IMPACT:**

\$100,000

**DISCUSSION:**

The Monte Rio well station well five has fallen in production over the last years and is due for a total rehabilitation including cleaning the well casing, replacing the pump, and rewinding the turbine motor. The control panel for well four is also in need of replacement. The District was granted \$100,000 of drought relief funding from Drinking Water Resources for this project.

The District advertised for sealed bids for two consecutive weeks and opened the sealed bids on December 13 at 4:00 pm. The low (only) bid was \$89,212.27 from Bartley Pump PM LLC. Bartley Pump PM LLC is a reputable contractor that has done work on our wells for years. I recommend the District award this work to Bartley Pump PM LLC.



# SWEETWATER SPRINGS WATER DISTRICT

**TO:** Board of Directors

**AGENDA NO. V-B**

**FROM:** Ed Fortner, General Manager

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**Meeting Date:** December 15, 2021

**Subject: DISCUSSION/ACTION RE RESOLUTION 21-22, APPROVING THE CONTRACT WITH BARTLEY PUMP PM LLC TO REHABILITATE WELL FIVE AND REPLACE THE CONTROL PANEL ON WELL FOUR AT THE MONTE RIO WELL STATION**

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**RECOMMENDED ACTION:**

Approve Resolution 21-22, Approving the contract with Bartley Pump PM LLC to rehab well five and replace the control panel on well four at the Monte Rio well station.

**FISCAL IMPACT:**

\$100,000

**DISCUSSION:**

The Monte Rio well station well five has fallen in production over the last years and is due for a total rehabilitation including cleaning the well casing, replacing the pump, and rewinding the turbine motor. The control panel for well four is also in need of replacement. The District was granted \$100,000 of drought relief funding from Drinking Water Resources for this project. I recommend the Board approve Resolution 21-22 for the contract with Bartley Pump PM LLC for this work for the bid price of \$89,212.27.

## **Resolution No. 21-22**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT AUTHORIZING A CONTRACT WITH BARTLEY PUMP PM LLC TO REHABILITATE THE MONTE RIO NUMBER FIVE WELL AND MOTOR AND REPLACE THE WELL NUMBER FOUR CONTROL PANEL FOR \$89,212.27, WITH AUTHORIZATION OF CHANGE ORDERS UP TO \$10,000.00.**

**WHEREAS**, over the past several years, Well Number Five's production has fallen; and

**WHEREAS**, the Monte Rio Well Number Five Turbine motor requires rewinding; and

**WHEREAS**, the Monte Rio Well Number Four control panel has become outdated and in need of wiring upgrades; and

**WHEREAS**, the District has been granted funds from the Drinking Water Resources for \$100,000 for this work; and

**WHEREAS**, a Request for Proposals was advertised as per District Policy, and sealed bids were opened on December 13; and

**WHEREAS**, Bartley Pump PM LLC was low bidder of the Well Rehab and Control Panel Replacement Project at the cost of \$89,212.27; and

**WHEREAS**, the General Manager recommends approval of this low bid; and

**WHEREAS**, The Well Rehab and Control Panel Replacement Project is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080, subdivision (b) and (c); California Code of Regulations, title 14, Section 15302, subdivision (c); and California Code of Regulations, title 14, Section 15269, subdivisions (b) and (c).

**NOW, THEREFORE BE IT RESOLVED** by the Board of Directors of the Sweetwater Springs Water District, as follows:

1. The General Manager is hereby authorized and directed to execute on behalf of the District contracts with Bartley Pump PM LLC to perform the work described above at the not to exceed the contract price of \$89,212.27 with General Manager authority of up to \$10,000 of any approved change orders.
2. This resolution shall become effective immediately.

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I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on December 15, 2021, by the following vote.

<b>Director</b>	<b>Aye</b>	<b>No</b>
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Larry Spillane	_____	_____

\_\_\_\_\_  
Gaylord Schapp  
President of the Board of Directors

\_\_\_\_\_  
Attest: Julie A. Kenny  
Clerk of the Board of Directors

3697691.2

**CONSTRUCTION AGREEMENT (MINOR)**

**Monte Rio Well Rehabilitation and Control Panel Replacement**

**THIS CONSTRUCTION AGREEMENT** (“Agreement”) is entered into and effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Sweetwater Springs Water District, a county water district (“District”), and Bartley Pump PM LLC (“Contractor”) (collectively, “Parties”).

District and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

Contractor shall complete the work as described and/or depicted in **Exhibit A** (“Work”), attached hereto and incorporated by reference herein, upon the terms and conditions set forth herein.

**ARTICLE 2. COMPLETION OF WORK**

The Work shall be completed to the satisfaction of District by March 15, 2022.

**ARTICLE 3. CONTRACT PRICE /PAYMENT**

- A. District shall pay Contractor the aggregate sum of Eighty-Nine Thousand Two Hundred Twelve Dollars and Twenty Seven Cents (\$89,212.27), for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement (“Contract Price”).
- B. Such compensation shall be paid by District within thirty (30) days following written notice of District’s acceptance of the Work.

**ARTICLE 4. INSURANCE**

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor’s agents, representatives and employees.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  - 2. Insurance Services Office form covering automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
  - 3. Workers’ Compensation Insurance as required by the State of California and Employers’ Liability Insurance. If no employees are utilized, the Contractor shall sign a declaration as described in California Health and Safety Code Section 19825.

- B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
  3. Workers' Compensation statutory limit and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- C. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its officers, officials, employees and volunteers are to be covered as Insureds as respects: liability arising out of work or operations as performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
  3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  4. The Workers' Compensation endorsement shall contain a Waiver of Subrogation against the District. The Contractor shall provide to the District an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all rights of subrogation against the District for injuries to employees of the Insured resulting from work for the District or use of the District's premises or facilities.
- E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District .

- F. Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements effective coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms provided those endorsements conform to the District's requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- G. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

**ARTICLE 5. BONDS/CONTRACTOR'S GUARANTEE**

- A. A labor and materials (payment) bond is  **required** /  **not required** for this Agreement. If required for this Agreement, before beginning the Work, Contractor shall provide a labor and materials bond in the amount of one hundred percent (100%) of the Contract Price, and which conforms with the requirements of Civil Code section 3248, as may be amended from time to time.<sup>1</sup>
- B. A performance bond is  **required** /  **not required** for this Agreement. If required for this Agreement, before beginning the Work, Contractor shall provide a performance bond in the amount of one hundred percent (100%) of the Contract Price to guarantee faithful performance of the Work.
- C. Contractor shall guarantee the Work to be free of defects in material and workmanship for a period of one (1) year following the District's acceptance of the Work ("Contractor's Guarantee"). As part of Contractor's Guarantee, Contractor agrees to make, at Contractor's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The Contractor's Guarantee is effective regardless of whether or not a maintenance bond is required by the District for this Agreement.
- D. A maintenance bond is  **required** /  **not required** for this Agreement. If required for this Agreement, prior to acceptance of the Work, Contractor shall provide a maintenance bond in the amount of ten percent (10%) of the Contract Price as a security for the Contractor's Guarantee. The maintenance bond shall remain in force for one (1) year following the District's acceptance of the Work.
- E. Any and all bonds required for this Agreement shall be in a form acceptable to the District Counsel. Any such bond must be issued by a corporate surety which is an admitted surety insurer in the State of California. Any bond signed by an agent must be accompanied by a certified copy of such agent's authority to act. If the surety on any bond provided by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, Contractor shall, within seven

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<sup>1</sup> Note: A payment bond is required by state law for projects over \$25,000, and projects under that amount are subject to the discretion of the District.

(7) days thereafter, substitute another bond and surety in accordance with the requirements set forth herein.

## **ARTICLE 6. CONTRACT DOCUMENTS**

The contract documents that comprise the entire agreement between District and Contractor consist of this Agreement and exhibits thereto and the following (“Contract Documents”), in order of priority:

- This Agreement;
- District- approved drawings and specifications, and bid documents for the Work;
- Contractor’s proposal, if attached.
- Any written amendment or change order approved by the District after the effective date of this Agreement;
- Any bonds required pursuant to Article 5 of this Agreement;
- Other: \_\_\_\_\_.

The Contract Documents may be amended only by prior written authorization of the General Manager or his designee. In the event of a conflict between contract documents, the document of higher priority will prevail.

## **ARTICLE 7. LIQUIDATED DAMAGES**

- A. District and Contractor recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions previously authorized in writing by the General Manager or his designee. It is and will be difficult and/or impossible to ascertain and determine the actual damage which District will sustain in the event of and by reason of Contractor’s failure to fully perform the Work or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Contract Documents. It is agreed in accordance with California Government Code Section 53069.85, as may be amended from time to time, that Contractor will forfeit and pay to District liquidated damages in the sum of One Thousand Five Hundred Dollars (\$1,500.00) per day for each and every calendar day that expires after the time for completion specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Contract Documents except as otherwise provided by extension of time previously authorized in writing by the General Manager or his designee. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this contract was made, and that District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due to Contractor.
- B. Liquidated damages will continue to accrue at the stated rate until final completion of the Work. Accrued liquidated damages may be deducted by District from amounts due or that become due to Contractor for performance of the Work. Liquidated damages may not be waived or reduced by District unless expressly waived or reduced in writing by the General Manager or his designee.

## **ARTICLE 8. PREVAILING WAGES**

- A. Pursuant to California Labor Code Section 1771, Contractor and any subcontractor shall pay all workers employed in execution of the Work in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the Work. Copies of the prevailing rates of per diem wages are on file at the Recording Secretary's office and shall be made available to any interested party on request.
- B. Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
  - 1. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.
  - 2. Contractor and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.
  - 3. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Agreement. Contractor and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

## **ARTICLE 9. INDEMNIFICATION**

Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Work or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Pursuant to California Public Contract Code Section 9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.



**ARTICLE 10. DISCLAIMER CONCERNING LABOR CODE SECTION 6400**

Contractor understands and agrees that with respect to performance of the Work, and notwithstanding any provision in this Agreement to the contrary, Contractor, and/or its privities, including, without limitation, subcontractors, suppliers and other engaged by Contractor in the performance of the Work shall be “employers” for purposes of California Labor Code Section 6400 and related provisions of law, and that neither District nor its officials, officers, employees, agents, volunteers or consultants shall be “employers” pursuant to California Labor Code Section 6400.

**ARTICLE 11. TERMINATION**

Notwithstanding any other provision set forth herein, District may terminate or suspend this Agreement immediately for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor, including, without limitation, a breach of any of Contractor’s covenants, representations or guarantees provided herein. Upon receipt of notice of termination or suspension, Contractor shall immediately stop all work in progress under this Agreement. Without limiting the generality of the foregoing, District may terminate this Agreement if Contractor fails to perform the Work within the time specified in Article 2, or any written extension thereof. If District terminates this Agreement for cause, District may undertake to have the Work completed by its own workforce or by substitution of contractor, and Contractor shall be liable to District for any excess cost incurred by District as a result. In the event of such termination, Contractor shall be entitled to payment for all Work performed to date of termination to the extent such services actually were performed in accordance with this Agreement. Upon termination, any and all of District’s documents or materials provided to Contractor and any and all of Contractor’s documents and materials prepared for or relating to this Agreement shall be delivered to the District as soon as possible, but not later than ten (10) days after the cessation of the Work.

**ARTICLE 12. INDEPENDENT CONTRACTOR**

It is understood and agreed that in the performance of this Agreement, Contractor (including its employees and agents) is acting in the capacity of an independent contractor, and not as an agent or employee of the District. Contractor has full control over the means and methods of performing said services and is solely responsible for its acts and omissions, including the acts and omissions of its employees and agents.

**ARTICLE 13. LICENSES/PERMITS**

Contractor represents that Contractor has all licenses, permits, or qualifications of whatsoever in nature, which are legally required for Contractor to perform the Work. Contractor shall, at Contractor’s sole cost and expense, keep in effect at all times during the term of this Agreement, any such licenses, permits or qualifications. **Contractor is required to possess current A licenses.**

**ARTICLE 14. INSPECTION**

All Work done and materials furnished, if any, shall be subject to inspection and approval by the District.

**ARTICLE 15.           SUBCONTRACTORS**

Contractor must obtain the District’s prior written consent for subcontracting any Work pursuant to this Agreement, including safety orders under Title 8 of California Code of Regulations. Any such subcontractor shall comply, to the extent applicable, with the terms and conditions of this Agreement. Any agreement between Contractor and a subcontractor pursuant to this Agreement shall provide that the subcontractor procure and maintain insurance coverage as required herein and which shall name District as an additional insured.

**ARTICLE 16.           COMPLIANCE WITH LAWS/NON-DISCRIMINATION**

Contractor shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Contractor shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

**ARTICLE 17.           NOTICES**

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein. Notice shall be given as follows:

District:           Ed Fortner, General Manager  
Sweetwater Springs Water District  
Post Office Box 48  
Guerneville, CA 95446

Contractor:       Bartley Pump PM LLC  
400 S. Moorland Ave.  
Santa Rosa, CA 95407  
Attention: Ron Foster, Operations Manager

**ARTICLE 18.           GOVERNING LAW/VENUE**

This Agreement shall be construed, and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

**ARTICLE 19.           NON-WAIVER**

The District’s failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

**ARTICLE 20. NO THIRD PARTY BENEFICIARIES**

The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

**ARTICLE 21. ASSIGNMENT**

No assignment in transfer in whole or in party of this Agreement shall be made without the prior written consent of District.

**ARTICLE 22. SEVERABILITY**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**ARTICLE 23. HEADINGS**

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

**IN WITNESS WHEREOF**, District and Contractor have caused this Agreement to be executed the day and year first above written.

FOR DISTRICT

FOR CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Ed Fortner  
General Manager

Print Name: \_\_\_\_\_

Bartley Pump PM LLC

APPROVED AS TO FORM:

\_\_\_\_\_  
Rachel Hundley  
District Counsel

**EXHIBIT A**

**SCOPE OF WORK AND CONTRACT PRICE**

[Attached]



COMMERCIAL | INDUSTRIAL | MUNICIPAL PUMP SYSTEMS  
Service, Repair, Parts & Expertise

**Quote**  
**REMIT TO:**

**Bartley Pump PM LLC**  
4000 S. Moorland Ave.  
Santa Rosa, CA 95407  
T 707-584-9191  
F 707-584-9198

[www.pumpmannorcal.com](http://www.pumpmannorcal.com)

License No. 1033562: Class A General Engineering & C-57 Drilling Contractor  
C-10 Electrical Contractor & C-55 Water Treatment & C-16 Fire Protection & C61/D21 Pumps and Machines  
DIR# 1000054366

Thursday, November 18, 2021

**Customer:** Sweetwater Springs  
P.O. Box 48  
Guerneville, CA

**RE: Monte Rio PHASE #1 Well #5 Pull pump, replace pump and rehab well. PHASE #2 Well #4 clean up electrical and new HMI & PLC for Scada.**

**JOBBSITE:** 116 in Monte Rio

**NOTE:** This is a quote in PHASE #1 Is to pull pump out of well, perform a pre video of well, brush casing, perform AirShock in perforations, run Advanced Hydro Tool and swab perforations while pumping well, perform a post video and install new pump and motor. In PHASE #2 Replace HMI and PLC for Scada and clean up the wiring and old panels

QUANT	ITEM	DESCRIPTION	TAXABLE TOTAL
<b><u>PHASE #1 Well #5 NEW PUMP AND REHAB</u></b>			
<b><u>NEW PUMP</u></b>			
1 Each		Gould's 9RCLC 8 stg bowl only	\$ 10,441.40
7 Joints		6" x 1.25" x 10' Water Lube Column and shafting	\$ 9,817.50
7 Each		1.25" rubber spider bearings	\$ 476.00
1 Lot		Misc. Hardware and gaskets	\$ 100.00
<b><u>MOTOR REWIND</u></b>			
1 Each		75HP Motor Rewind	\$ 9,877.50

**NOTE:** We will inspect the pump components after we get them out of the well. This quote includes all new column and shafting but we will adjust accordingly once we can see if everything needs to be replaced

**PHASE #2 Well #4 CLEAN UP ELECTRICAL AND INSTALL NEW PLC & HMI FOR PUMP STATION & SCADA**

1 Each	30 x 30 enclosure 304 SS	\$	3,022.41
1 Each	HMI Touch Screen	\$	3,300.00
1 Each	PLS for programming and controlling pump and inputs	\$	975.00
1 Each	2GB Card	\$	187.50
1 Each	Profinet cable	\$	187.50
1 Each	Analog Input	\$	825.00
1 Each	Digital input/output	\$	600.00
1 Lot	Assorted Ice Cube Relays	\$	975.00
1 Lot	Misc wires, conduits and connectors	\$	1,800.00
1 Lot	Misc Hardware and fittings	\$	750.00

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Total for materials	\$	43,334.81
Sales Tax	\$	3,683.46
Freight	\$	550.00

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**LABOR DESCRIPTION**

**PHASE #1 Well #5 NEW PUMP AND REHAB**

Labor to pull pump and prep for video	\$	2,475.00
Pre-Video	\$	499.00
Labor to Brush casing before AirShock	\$	1,100.00
AirShock well prior to swabbing with Advanced Hydro Tool	\$	6,875.00
Labor to install Advanced Hydro Tool and swab/pump well to clean out perforations and improve well capacity	\$	6,600.00
Labor to bail bottom clean	\$	1,100.00
Labor to recondition discharge head	\$	640.00
Post Video NO CHARGE	\$	-
Labor to re-install new pump in well	\$	2,475.00
Generator Rental for Hydro Tool	\$	1,200.00

**PHASE #2 Well #4 CLEAN UP ELECTRICAL AND INSTALL NEW PLC & HMI FOR PUMP STATION & SCADA**

Labor to build panel	\$	5,120.00
Labor to label all wiring and control then to remove old panels and wiring	\$	2,560.00
Labor to install new panel and run all conduits and wiring and program PLC	\$	11,000.00

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**TOTAL \$ 89,212.27**

Sincerely,

Ron Foster  
Operations Manager

# SWEETWATER SPRINGS WATER DISTRICT

**TO:** Board of Directors

**AGENDA NO. IV-C**

**FROM:** Ed Fortner, General Manager

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Meeting Date: December 15, 2021

**SUBJECT: DISCUSSION/ACTION RE Human Resources Consultant Update**

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**RECOMMENDED ACTION:** Discussion and direction from Board.

**FISCAL IMPACT:** None

**DISCUSSION:**

Deborah Muchmore with Regional Government Services (RGS) will present to the group the findings of the human resources work followed by discussion.