

Amador Regional Sanitation Authority

*"Servicing Amador City,
Martell, & Sutter Creek"*

AGENDA

MAY 24, 2023

9:00 A.M. Special Meeting

33 Church Street, Sutter Creek CA 95685

The Agenda can be found on the City of Sutter Creek's Website:

www.cityofsuttercreek.org

- 1. REGULAR MEETING: CALL TO ORDER AND ESTABLISH A QUORUM –**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. ORGANIZATION OF THE ARSA BOARD**
 - A. Election of a Chairperson and Vice Chairperson for the ARSA Board.
- 4. PUBLIC FORUM**

Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador Regional Sanitation Authority; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note – there is a five (5) minute limit per topic.
- 5. INFORMATION/CORRESPONDENCE**

This section provides informational updates regarding staff activities and operations where no Board action is required.

 - A. Engineer's Report
- 6. CONSENT AGENDA**

Items listed on the consent agenda are considered routine and may be enacted in one motion. Any item may be removed for discussion at the request of the Board or the Public.

Minutes of May 19, 2023

Recommendation: Approve Minutes of May 19, 2023.

7.

ADMINISTRATIVE AGENDA

- A. Adopt Resolution 23-23-* Approving a contract with Weber Ghio & Associates for professional engineering services.

Recommendation: Adopt resolution as presented.

- B. Siphon Discharge HPDE Project

Recommendation: Approve funding request.

- C. ARSA/Sutter Creek Operating Agreement.

Recommendation: Approve operating agreement as presented.

8.

GENERAL MANAGER'S REPORT

9.

BOARD MEMBER REPORTS

10.

CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Gov. Code § 54956.9(d)(1):

Amador Regional Sanitation Authority v. City of Ione, et al.

(Case No. 22-CV-12824)

11.

REPORT FROM CLOSED SESSION

ADJOURN

Amador Regional Sanitation Authority

*"Servicing Amador City,
Martell, & Sutter Creek"*

MINUTES SPECIAL MEETING OF THE BOARD OF DIRECTORS May 19, 2023

Present:
Richard Forster, Vice Chairman
Jim Swift, Board Member
Frank Axe, Board Member
Susan Bragstad, Board Member
Sandra Spelliscy, Board member

Staff Present:
Frank Splendorio
Karen Darrow
Jodi Steneck

1. SPECIAL MEETING: CALL TO ORDER AND ESTABLISH A QUORUM

Meeting called to order by Vice Chairman Forster at 9:00 A.M.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice Chairman Forster led the Pledge of Allegiance.

3. PUBLIC FORUM- None.

4. INFORMATION/CORRESPONDENCE

This section provides informational updates regarding staff activities and operations where no Board action is required.

A. Engineer's Report- None.

5. CONSENT AGENDA

Items listed on the consent agenda are considered routine and may be enacted in one motion. Any item may be removed for discussion at the request of the Board or the Public.

A. Minutes of April 14, 2023

Recommendation: Approve Minutes of April 14, 2023

B. Approval of Warrants

Recommendation: Approve warrants.

M/S Axe/Swift to Approve Consent Agenda Items A & B, with a minor edit to the minutes.

AYES: Axe, Bragstad, Spelliscy, Swift and Forster

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIED

Items C & D were pulled for discussion.

C. Budget Status Update

Recommendation: For information only

M/S Axe/Bragstad to Approve Consent Agenda Item C.

AYES: Axe, Bragstad, Spelliscy, Swift and Forster

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIED

D. Floating Suction/Siphon Discharge HPDE Project

Recommendation: Approval of purchase option as outlined in proposal.

The Board directed staff to hold this item over for the next agenda so that more information could be brought forward.

ADMINISTRATIVE AGENDA

6.

A. Review of Board Meeting dates and time.

Recommendation: Consideration of ARSA Board meetings for the third Friday of the month at 10a.m beginning June 16, 2023.

M/S Swift/Axe to move the regular scheduled ARSA Board meetings to the third Thursday of the month at 2p.m beginning June 15th.

AYES: Axe, Bragstad, Spelliscy, Swift and Forster

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIED

B. Adopt Resolution 23-23-* Approving a contract with Weber Ghio & Associates for professional engineering services.

The Board directed staff to bring this agreement back to the next board meeting and ask ARSA Engineer Gary Ghio to attend the meeting to answer questions.

C. ARSA/Sutter Creek Operating Agreement- *discussion and possible direction.*

Board member Spelliscy noted that Sutter Creek is providing all staffing for ARSA and questioned if a General Manager is necessary.

She noted that in her role as Interim City Manager she would be taking on the General Manager responsibilities by default.

Vice Chairman Forster noted that he was not comfortable with the General Manager also being a Board member.

Gary Thomas, of Ione, noted that being on the Board and being the General Manager would lead to Brown Act violations.

Mike Kirkley, of Sutter Creek, commented that having County Supervisors on the ARSA Board is no longer necessary and they need to think about how to wind ARSA down.

Board member Spelliscy noted that the Sutter Creek City Council could appoint someone else as the ARSA Board member and she could act as the General Manager.

D. Non-Mediation Privileged Informational Update on status of ARSA v. Ione et al. litigation.

Board member Spelliscy noted that she was directed by the Sutter Creek City Council to get a status update from the Board.

Board member Axe noted that he thought Sutter Creek Council needs more information than they are getting.

Vice Chairman Forester asked ARSA Attorney Splendorio what information could be shared, and Mr. Splendorio said he would investigate what is permissible.

E. Discuss Draft 23/24 Budget and Status Update

Board member Spelliscy noted that she was directed by the Sutter Creek City Council to get a status update from the Board.

Sutter Creek Account Supervisor Jodi Steneck asked for direction with the budget since there is currently no General Manager and Sutter Creek, Amador City and Amador Water Agency rely on this information for their budgeting.

Board member Spelliscy questioned why money is in the checking and savings accounts and commented that ARSA needs a CIP list and would like to schedule a special budget meeting to discuss.

Vice Chairman Forster noted that the Master Plan addressed the CIP list.

7. GENERAL MANAGER'S REPORT- None

8. BOARD MEMBER REPORTS

The Board directed staff to schedule a Special Board meeting on Wednesday, May 24th at 9am and to agenize the following items:

- Nomination of Chairman and Vice Chairman
- The ARSA/Sutter Creek Operating Agreement
- The Weber Ghio & Associates Contract
- The siphon discharge HPDE project

9. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Gov. Code § 54956.9(d)(1):

Amador Regional Sanitation Authority v. City of Ione, et al.
(Case No. 22-CV-12824)

B. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Gov. Code § 549567:

Title: General Manager

10. REPORT FROM CLOSED SESSION

The Board went into Closed Session at 10:15 a.m. and came out at 10:56 a.m.

Vice Chairman Forester noted there was no reportable action.

ADJOURN

The meeting was adjourned at 10:56 a.m.

Karen Darrow, Secretary
Date Approved:

Chairman

RESOLUTION 22-23-*

**A RESOLUTION OF THE GOVERNING BOARD OF THE AMADOR
REGIONAL SANITATION AUTHORITY APPROVING AN AGREEMENT WITH
WEBER, GHIO & ASSOCIATES, INC. FOR PROFESSIONAL
ENGINEERING SERVICES**

WHEREAS, the Amador Regional Sanitation Authority is in need of professional engineering services; and

WHEREAS, ARSA has contracted for over ten years with Weber, Ghio & Associates, Inc., (WGA), for engineering services; and

WHEREAS, WGA is duly licensed and has the necessary qualifications to provide such services; and

WHEREAS, WGA desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement, Attachment A.

NOW THEREFORE BE IT RESOLVED, the ARSA Board hereby authorizes the Board Chairman to execute the contract between ARSA and WGA for general engineering services.

The forgoing resolution was duly passed and adopted by the Board of Directors of the Amador Regional Sanitation Authority at a meeting held on the 24th day of May 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman of the Board

ATTEST:

Karen Darrow, Clerk of the Board

**AMADOR REGIONAL SANITATION AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of [REDACTED], 2023 by and between the Amador Regional Sanitation Authority, a public agency organized and operating under the laws of the State of California with its principal place of business at 18 Main Street, Sutter Creek, CA 95685 (“Authority”), and Weber, Ghio and Associates, Inc., a corporation with its principal place of business at 394 E. Saint Charles Street, San Andreas, CA 95249 (hereinafter referred to as “Consultant”). Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Authority is a public agency of the State of California and is in need of professional services for the following:

Ongoing engineering services, (hereinafter referred to as “Desirable Work”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement.

D. Authority desires to engage Consultant to render such services for the Project as set forth in this Agreement.

E. The Parties desire by this Agreement to establish the terms for Authority to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

Consultant promises and agrees to furnish to Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the full and adequate completion of the Desirable Work consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the Authority, which approval shall not be unreasonably withheld.

2. Compensation

a. Authority shall pay to Consultant, for the performance of all Services rendered under this Agreement. Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit “B” and incorporated herein by reference. Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

b. Payment for approved additional services will be at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties pursuant to the written amendment memorializing the terms under which the additional services will be performed. If Authority requires Consultant to hire subconsultants to perform any additional services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B," unless a flat rate or some other form of compensation is mutually agreed upon by the Parties pursuant to the written amendment memorializing the terms under which the additional services will be performed. The Authority shall have the authority to review and approve the rates of any such subconsultants. In addition, Consultant shall be reimbursed for any expenses incurred by such subconsultants pursuant to the terms and conditions of Section 2(c) below.

c. Reimbursable expenses are subject to the not-to-exceed thirty-five thousand dollars (\$35,000.00), Consultant shall not be reimbursed for any expenses unless authorized in writing by Authority, which approval may be evidenced by inclusion in Exhibit "B". Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent from the Authority in order to obtain reimbursement for the following: (1) out-of-town travel expenses incurred in connection with the Project; (2) fees paid for securing approval of authorities having jurisdiction over the Project; (3) document duplication costs in excess of \$1,000; and (4) other costs, fees and expenses in excess of \$1,000.

d. Consultant's compensation and reimbursable expenses shall be paid by Authority to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed in accordance with Schedule of Charges/Payment provisions set forth in Exhibit "B." In order to receive payment, Consultant shall present to Authority an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The aggregate amount paid to Consultant shall never exceed the Total Compensation specified herein, which may be revised upon written amendment to this Agreement executed by the Parties. Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner. Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

e. The Authority may withhold payment, in whole or in part, to the extent reasonably necessary to protect the Authority from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind arising out of or caused by the acts, errors or omissions of Consultant. Failure by Authority to deduct any sums from a progress payment shall not constitute a waiver of the Authority's right to such sums. The Authority may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Consultant is liable under the Agreement or at law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the Authority of offsetting reimbursement or credit from parties not within the Consultant's reasonable control.

3. Additional Services

a. At Authority's request, Consultant may be asked to perform additional services not otherwise included in this Agreement, not included within the scope of services listed in Exhibit "A"

attached hereto, and/or not customarily furnished in accordance with generally accepted practices applicable to Consultant's profession. If changes in the scope of services seem merited by the Authority, it shall be processed in the following manner: (1) Authority shall communicate the requested additional services to Consultant in writing; (2) If Consultant has the capacity and ability to perform the additional services, Consultant shall prepare a letter outlining the changes, which shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule; (3) an amendment to this Agreement shall be prepared by the Authority and executed by both Parties before performance of such additional services. Consultant shall not perform any additional services prior to execution of a written amendment to this Agreement memorializing the additional services. Once additional services are approved pursuant to a written amendment executed by the Parties, such additional services shall be deemed as being part of the Services and shall be subject to the same terms and conditions of this Agreement as if the additional services had originally been included in the scope of services listed in Exhibit "A." Any written amendment adding additional services to the scope of services listed in Exhibit "A" shall not render ineffective or invalidate unaffected portions of this Agreement.

b. As used herein, "additional services" mean: (1) any services which are determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as additional services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, additional services without prior written authorization from Authority and without an agreement between the Authority and Consultant as to the compensation to be paid for such additional services. Authority shall pay Consultant for any approved additional services, pursuant to the compensation provisions herein, so long as such additional services are not made necessary through the acts or omissions of Consultant.

4. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by Authority.

5. Time of Performance; Term

The term of this Agreement shall be from , 2023 to , 2028, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than **seven** additional one-year terms. Consultant shall commence performance upon receipt of written notice from the Authority to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work. Consultant shall not proceed with performance of any Services under this Agreement unless and until the Authority provides the Notice to Proceed. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the Authority and within any completion schedules adopted for the Project. Consultant agrees to coordinate with Authority's staff, contractors and consultants in the performance of the Services, and shall be available to Authority's staff, contractors and consultants at all reasonable times.

6. Delays in Performance

a. Neither Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Authority, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of its Services or operations performed under this Agreement.

8. Standard of Care

Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to Authority for damages sustained by the Authority and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the Authority for any increased costs incurred by the Authority as a result of any such delays to the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, experts and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, experts and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee or subconsultant who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or subconsultant who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Key Personnel

Consultant has represented to the Authority that certain additional key personnel and subconsultants will perform the Services under this Agreement. Should one or more of such personnel or

subconsultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel or subconsultants, Authority shall be entitled to terminate this Agreement for cause. As discussed below, any personnel or subconsultants who fail or refuse to perform the Services in a manner acceptable to the Authority, or who are determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Authority. The key personnel and subconsultants for performance of this Agreement are as follows: Gary Ghio, Engineer, Matt Ospital, Engineer, and Tyla Daries.

10. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. All subconsultants, including changes in subconsultants, shall be subject to approval by Authority in its sole and reasonable discretion. Consultant shall notify Authority of the identity of all subconsultants at least fourteen (14) days prior to their commencement of work to allow Authority to review their qualifications and approve to their participation on the Project in the Authority's sole and reasonable discretion. All subconsultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them and shall be licensed to practice in their respective professions, where required by law. All subconsultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the Authority in writing. Unless changes are approved in writing by the Authority, Consultant's agreements with its subconsultants shall contain a provision making them subject to all provisions in this Agreement. Consultant shall promptly obtain written Authority approval of any assignment, reassignment or replacement of such subconsultants or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's subconsultants and key personnel shall be subject to approval by Authority.

11. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of Authority. No employee or agent of Consultant shall become an employee of Authority. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Authority as herein provided.

12. Insurance

Consultant shall not commence work for the Authority until it has provided evidence satisfactory to the Authority it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status using ISO endorsement forms CG 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status.

(iv) Subject to written approval by the Authority, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Authority as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Authority and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Authority evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Authority or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance

in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(iii) The Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements

Consultant shall not allow any subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subconsultants shall be endorsed to name the Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Authority may approve different scopes or minimum limits of insurance for particular subconsultants.

13. Indemnification

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon

Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

14. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Authority. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

15. Verification of Employment Eligibility

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Amador, State of California.

17. Termination or Abandonment

a. Authority hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least thirty (30) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered and accrued up to the date of such suspension, abandonment or termination, pursuant to Exhibit "B," less any claims against or damages suffered by Authority as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement upon thirty (30) days advanced written notice for substantial breach of the Agreement by the Authority through no fault of Consultant. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement, in whole or in part, by Authority.

b. If Consultant's Services are suspended by Authority, Authority may require Consultant to resume such Services within ninety (90) days after written notice from Authority. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the Authority and Consultant.

c. Upon suspension, abandonment or termination, Consultant shall provide to Authority all Project Documents, as defined below, to which Authority would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, Authority shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to Authority upon request and without additional compensation other than as may be approved as a reimbursable expense.

d. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

18. Project Documents

All original field notes, written reports, drawings and specifications and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer (hereinafter referred to as the "Project Documents") shall be and remain the property of Authority. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subconsultants, the Project Documents shall be the property of Authority whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to Authority copies of all Project Documents required by Authority. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Authority upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with

the opportunity to obtain the documents. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein for any purpose. Consultant shall require any and all subconsultants to agree in writing that Authority is granted a non-exclusive and perpetual license for the work of such subconsultants performed pursuant to this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold Authority harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Any use or reuse by Authority of the Project Documents on any project other than this Project without employing the services of Consultant shall be at Authority's own risk with respect to third parties. If Authority uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, officials, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

19. Records

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

20. Confidentiality

All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of Authority, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of Authority.

21. Authority's Representative

The Authority hereby designates the Board Chairman, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement. The Authority's Representative hereby designates [INSERT NAME AND TITLE], or his or her designee, as the Authority's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

22. Limitation of Agreement

This Agreement is limited to and includes only the work included in the Project described above.

23. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by electronic mail or by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

AUTHORITY:

Amador Regional Sanitation Authority
18 Main Street
Sutter Creek, CA 95685
Attn: Chairman of the Board

CONSULTANT:

Weber, Ghio & Associates, Inc.
394 E. Saint Charles Street
San Andreas, CA 95249
Attn: Matt Ospital, President

and shall be effective upon receipt thereof.

24. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and the Consultant.

25. Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Labor Certification

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

27. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Authority and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

28. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

29. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Authority. Any attempted assignment without such consent shall be invalid and void.

30. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

31. Time of Essence

Time is of the essence for each and every provision of this Agreement.

32. Authority's Right to Employ Other Consultants

Authority reserves its right to employ other consultants in connection with this Project or other projects.

33. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE AMADOR REGIONAL SANITATION AUTHORITY
AND WEBER, GHIO & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

AMADOR REGIONAL SANITATION
AUTHORITY

WEBER, GHIO & ASSOCIATES, INC.

By: _____

By: _____
Matt Ospital
President

ATTEST:

By: _____
Karen Darrow
Board Secretary

EXHIBIT “A”

General Engineering Scope of Services

Professional civil engineering work related to the planning, design, construction, and maintenance of ARSA facilities and ARSA’s unique capital improvement projects.

EXHIBIT “B”

Schedule of Charges/Payments

Effective January 2023

Principal Engineer	\$200.00/hour
Senior Civil Engineer	\$180.00/hour
Project Manager	\$150.00/hour
Engineering Technician	\$140.00/hour
General Office Personnel	\$110.00/hour
Resident Engineer	\$180.00/hour
Construction Manager	\$170.00/hour
Construction Inspector I	\$130.00/hour
Construction Inspector II*	\$160.00/hour
Senior Building Inspector	\$150.00/hour
2 Man Survey Field Crew	\$275.00/hour
1 Man Survey Field Crew	\$200.00/hour
Court Appearances - Expert Witness**	\$350/hour, \$600 minimum

Overtime (all Saturday work is overtime)	1.3 times rate
Double-time (all Sundays and Holidays)	1.7 times rate

Mileage will be billed at the current Federal/State reimbursement rate.

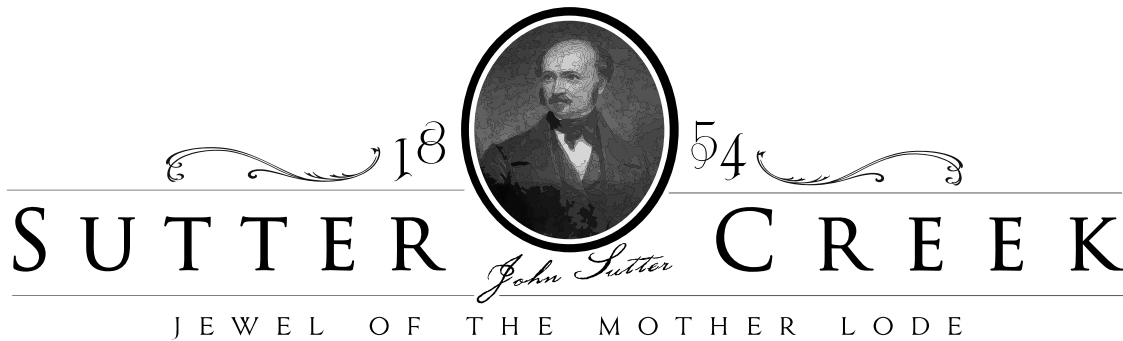
* Prevailing Wage: Group 2

** Rate to be applied to travel time, depositions, and court appearances.

LARGE FORMAT PRINT SCHEDULE

18" x 26" Bond Print	\$4.50/each
24" x 36" Bond Print	\$7.50/each
36" x 48" Bond Print	\$14.00/each

Materials and Outside Services will be billed at actual cost plus 15%.



TO: ARSA Governing Board

FROM: Sandra Spelliscy, Interim City Manager

RE: Request for funding for Siphon Discharge HPDE project

DATE: May 24, 2023

The system operator has submitted an estimate to the Board for approval of the rental or purchase of a siphon water line to be installed at Preston Reservoir. The project would consist of installation of a 375-foot 10-inch HDPE pipe with a maximum flow of 1.2 MGD. The estimate of the rental cost for a 28-day cycle is \$25,056.66. The estimate for the purchase and installation of the equipment is \$57,370.27.

The FY 2022-2023 budget appropriated \$57,000 for equipment operation and maintenance, which would be the designated line item for funding the rental of this equipment. The \$57,000 in the budget has already been expended, and there are no more funds in the current budget for O&M equipment.

Purchase of a fixed asset that is designed to last more than one year is considered a capital cost. The current ARSA budget does not include any appropriations for capital acquisition, so, therefore, the budget does not have a line item that would allow for purchase of a syphon system. To my knowledge, the ARSA budget does not contain a capital reserve fund either.

At the last meeting, there was a question regarding the long-term planning for capital spending for ARSA. It was suggested that the 2018 adopted Master Plan was the roadmap for its capital spending. The Master Plan's recommendation consisted of three alternative scenarios for long-term spending, but left it up to the governing boards to make the final decision regarding direction. The ARSA Board accepted the Master Plan but did not take any action on the recommendations. The Sutter Creek City Council accepted the Master Plan and adopted a tertiary wastewater treatment plant with discharge to Sutter Creek as the preferred alternative. The Council's adopting resolution of February 20, 2018 stated that the ARSA Board was in concurrence with that decision. Those resolutions are attached for your convenience.

RESOLUTION 17-18-06
A RESOLUTION OF THE AMADOR REGIONAL SANITATION AUTHORITY
ACCEPTING THE 2017 MASTER PLAN AS COMPLETE

WHEREAS, the Amador Regional Sanitation Authority's ("ARSA") responsibility is to dispose of treated effluent from the City of Sutter Creek's Wastewater Treatment Plant ("WWTP"), and

WHEREAS, the financial partners of ARSA are the City of Sutter Creek, Amador City, and the Amador Water Agency, and

WHEREAS, a Master Plan for disposing of treated effluent has been prepared and presented to the ARSA Board, and

WHEREAS, said Master Plan is attached as Attachment A.

NOW THEREFORE BE IT RESOLVED, the ARSA Board hereby accepts the Master Plan.

The forgoing resolution was duly passed and adopted by the Board of Directors of the Amador Regional Sanitation Authority at a regular meeting held on the 24th day of January, 2018, by the following vote:

AYES: Axe, Bragstad, Forster, Swift and Peters

NOES:

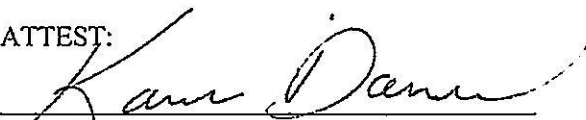
ABSTAIN:

ABSENT:



Robin Peters, Chairman of the Board

ATTEST:



Karen Darrow, Clerk of the Board

RESOLUTION 17-18-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK
ACCEPTING THE 2017 MASTER PLAN AS COMPLETE AND DIRECTING STAFF
TO PURSUE ALTERNATIVE 3 AS PRESENTED- TERTIARY WASTEWATER
TREATMENT PLANT WITH DISCHARGE TO SUTTER CREEK AS THE
PREFERRED ALTERNATIVE**

WHEREAS, the City of Sutter Creek ("City") owns and operates the sewer utility systems contained within the City limits; and

WHEREAS, the Amador Regional Sanitation Authority's ("ARSA") responsibility is to dispose of treated effluent from the City of Sutter Creek's Wastewater Treatment Plant, ("WWTP"), and

WHEREAS, a Master Plan for disposing of treated effluent has been prepared and presented to the City of Sutter Creek's City Council and the ARSA Board of Directors, and

WHEREAS, said Master Plan has been completed and is attached as Attachment A and

WHEREAS, both the City Council of the City of Sutter Creek and the ARSA Board of Directors recognize that with the pursuit of Alternative 3:

- The cost is significantly less than other alternatives.
- ARSA will no longer being dependent on agreements with other land owners/agencies for disposal/reuse of WWTP effluent.
- A new tertiary WWTP can be designed to accommodate future growth or recycled water demands by adding facilities as needed, funded by new users.
- The future costs of repairs/improvements to existing infrastructure such as large transmission pipelines, storage reservoirs, and dams, is avoided.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Sutter Creek hereby accepts the Master Plan as complete.

BE IT FURTHER RESOLVED that the City Council of the City of Sutter Creek hereby directs staff to pursue tertiary wastewater treatment plant improvements with future discharge to Sutter Creek for the reasons as stated above as the preferred alternative.

The forgoing resolution was duly passed and adopted by the City Council of the City of Sutter Creek at a regular meeting held on the 20th day of February, 2018, by the following vote:


AYES: Murphy, Peters, Swift and Cadieux-Faillers

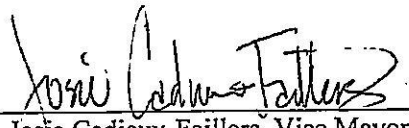
NOES:

ABSTAIN:

ABSENT: Rianda

ATTEST:


Karen Darrow, City Clerk


Josie Cadieux-Faillers, Vice Mayor



Rain For Rent
1808 E Mariposa Rd
Stockton, CA, 95205
209-466-5602
rainforrent.com
cagomez@rainforrent.com

AMADOR REGIONAL SANITATION AUTHORITY
Account: 141191
18 MAIN ST
Sutter Creek, CA, 95685
Corey Stone
209-304-6368
cstone@cityofsuttercreek.org

Dear Corey Stone,

Thank you for your inquiry. As requested, please find attached our proposal 1095-IND-2070806 for Siphon Discharge HPDE Project (Sutter Creek) . We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Chris Gomez at 209-466-5602.

Thank you, and I look forward to working with you.

Regards,

Chris Gomez
cagomez@rainforrent.com
Mobile:
Branch: 209-466-5602
1808 E Mariposa Rd
Stockton, CA, 95205



Project Name	Siphon Discharge HPDE Project (Sutter Creek)	Jobsite	Siphon Discharge HPDE Project(Sutter Creek)
Date Prepared	5/11/2023	Est. Delivery Date	5/29/2023
Prevailing Wage	No	Est. Completion Date	6/5/2023

Project Location
18 Main St Sutter creek, CA

Project Description and Overview

PROJECT OVERVIEW

AMADOR REGIONAL SANITATION AUTHORITY is requesting a quote for the sale and rental price for a Siphon water line on the Preston reservoir located at the Cal-Fire Training academy in the city of Lone, Ca. Rain for Rent with propose both options, Project is to start at the end of May, Early June.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following:

- Delivery, installation, removal, pickup of all quoted materials/equipment for the rental agreement
- Delivery, Installation, Equipment quoted for the sale to accommodate the project if purchased

AMADOR REGIONAL SANITATION AUTHORITY is requesting a quote for the sale and rental price for a Siphon water line on the Preston reservoir located at the Cal-Fire Training academy in the city of Lone, Ca. Rain for Rent with propose both options, Project is to start at the end of May, Early June.

Project will consist of a Siphon pipe installation of 375' of 10" DR 17 HPDE, with the max flow of 1.2MGD. Elevation change is expected to be 25' of elevation difference with the submergence of 5' at the intake. Customer is to determine the discharge port prior to the installation

Project is quoted as a rental of the HPDE Siphon line, In the optional page customer has the option to purchase the HDPE line. Amador Regional is to advise Rain for Rent prior to installation

Road Crossings are quoted as a rental and sale. There is no guarantee for the road crossing to work with the system request by Amador Regional Sanitation Authority. If the customer does purchase the road crossing the lead time of arrival is approx, 15-17 weeks from vendor. Rain for Rent will attempt to utilize a road crossing for the siphon, but can not guarantee the ability of the siphon to remain primed or if it will prime due to volume and area within the road crossing.

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:

- X - Engineering Documents - Engineering done by Rain for Rent for the customers flow request
- X - Job Walk(s) - Site visit with Amador Regional Sanitation Authority on 04/27/2023

Operating Parameters

Siphon pipe installation of 375' of 10" DR 17 HPDE, with the max flow of 1.2MGD. Elevation change is expected to be 25' of elevation difference



with the submergence of 5' at the intake. Customer is to determine the discharge port prior to the installation

Suction port is to maintain 5.5' of submergence at all time, Rain for rent will set the pipe with buoys at the installation. Any changes are to be done by other(s)

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.
5. Customer is to excavate, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

1. Rain for rent will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 10000Lbs.
2. Customer will supply all needed water for the commissioning, startup, and system testing. Project-specific criteria for hydrotesting can be provided at an additional charge.
3. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.
4. Coordinating and securing appropriate permissions and permits for water usage and right of ways for installation.
5. Ensuring the water is suitable for intended use.

Upon Pickup:

Contact the RFR office at 209-479-2522 to schedule pickup when equipment/system is cleaned and ready to be released.

Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 10 days prior to delivery.

Estimated schedule durations:

Mobilization: 1

Installation: 2

Operation: TBD

Removal: 1.5

Demobilization: 1

System Rental Duration: Rental is quoted for 28 Days cycle



Rain For Rent
Sales Rep: Chris Gomez

AMADOR REGIONAL SANITATION AUTHORITY
Account: 141191
Proposal: 1095-IND-2070806

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing

1. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.

Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.

A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



RENTAL ITEMS								
Qty	Units	Duration	Item	Description	Day	Week	Cycle	Extension
2	EACH	1 Cycle	326019	Elbow 10" 22.5 Degree HDPE DR17	\$18.24	\$18.24	\$36.49	\$72.98
4	EACH	1 Cycle	722926	Elbow 10" 45 Degree HDPE DR17	\$19.35	\$19.35	\$38.68	\$154.72
1	EACH	1 Cycle	722925	Elbow 10" 90 Degree HDPE DR17	\$19.35	\$19.35	\$38.68	\$38.68
375	FEET	1 Cycle	950955	Pipe 10" HDPE DR17	\$0.96	\$0.96	\$1.92	\$720.00
8	EACH	1 Cycle	722185	Adapter 10" Flange Backup Ring DR11	\$6.92	\$6.92	\$13.84	\$110.72
8	EACH	1 Cycle	722921	Adapter 10" Flanged HDPE DR17	\$18.31	\$18.31	\$36.60	\$292.80
1	EACH	1 Cycle	722710	Valve 10" Gate Flanged OS&Y	\$84.25	\$84.25	\$168.49	\$168.49
2	EACH	1 Cycle	MR IND	All-Purpose Buoy			\$40.00	\$80.00
1	EACH	1 Cycle	MR IND	10" x 3" FNPT Mechanical Saddle Fittings			\$110.00	\$110.00
4	EACH	1 Cycle	MR IND	bolt pack			\$30.00	\$120.00
1	EACH	1 Cycle	727240	Hose 10"x20' Suction Ind Groove PVC	\$135.88	\$135.88	\$271.76	\$271.76
1	EACH	1 Cycle	722025	Adapter 10" Flange x Ind Groove AL	\$17.82	\$17.82	\$35.64	\$35.64
1	EACH	3 Day	RR TOOLS BULK	10" Fusion machine	\$340.00			\$1,020.00
1	EACH	1 Cycle	720766	Coupler 6" Ind Groove Heavy Wt Cast 77	\$4.95	\$4.95	\$9.90	\$9.90
1	EACH	1 Cycle	729454	Road Crossing 10"x12' Dual Flow	\$1,002.92	\$1,002.92	\$2,005.84	\$2,005.84
Rental Subtotal								\$5,211.53

SERVICE ITEMS	
Description	Price
DELIVERY	\$3,517.37
INSTALL	\$4,848.00
REMOVE	\$2,790.00
PICKUP	\$3,517.37
SERVICE	\$5,003.00
Service Total	\$19,675.74



PROJECT COSTS		
Estimated Rental Total		\$5,211.53
Estimated Environmental Recovery Fees		\$169.39
Total Estimated Recurring Charges		\$5,380.92
SERVICES		
Estimated Delivery		\$3,517.37
Estimated Installation		\$4,848.00
Estimated Removal		\$2,790.00
Estimated Pickup		\$3,517.37
Estimated Services		\$5,003.00
GRAND TOTAL		\$25,056.66

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name

Customer Signature

Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	\$628.74	Accept	Decline
-----	----------	--------	---------

INITIAL

Created Date: 4/28/2023



OPTIONAL RENTAL ITEMS

Qty	Units	Duration	Item	Description	Day	Week	Cycle	Extension	Accept/Decline
1	EACH	3 Day	RR TOOLS BULK	10" fusion machine	\$340.00			\$1,020.00	
Rental Subtotal								\$1,020.00	

OPTIONAL PRODUCT FEES

Description	Price
Estimated Environmental Recovery Fees	\$33.15
Estimated Optional Recurring Project Costs	\$1,053.15

OPTIONAL SALE ITEMS

Qty	Units	Item	Description	Unit Price	Extension	Accept/Decline
4	EACH	316071	Adapter 10" Flange HDPE DR17	\$106.58	\$426.32	
2	EACH	316019	Elbow 10" 22-1/2 Degree HDPE DR17	\$180.68	\$361.36	
4	EACH	712926	Elbow 10" 45 Degree HDPE DR17	\$180.68	\$722.72	
1	EACH	712925	Elbow 10" 90 Degree HDPE DR17	\$657.83	\$657.83	
375	FEET	940955	Pipe 10" HDPE DR17	\$25.83	\$9,686.25	
4	EACH	712185	Adapter 10" Flange Backup Ring Dr11	\$77.92	\$311.68	
1	EACH	712710	Valve 10" Gate Os&Y 105W15 Cast Iron	\$2,166.67	\$2,166.67	
1	EACH	M-NPN	10" x 3" Mechanical Saddle Fittings	\$233.33	\$233.33	
4	EACH	1010660	Bolt Pack 6" For PVC Flange (8) 3/4"x6"	\$71.67	\$286.68	
2	EACH	M-NPN	All-Purpose Buoy	\$216.67	\$433.34	
1	EACH	717240	Hose 10" x 20' PVC Suction Ind Groove	\$2,154.17	\$2,154.17	
1	EACH	712025	Adapter 10" Flange x Ind Groove Al	\$318.98	\$318.98	
1	EACH	710766	Coupler 6" Ind Groove Heavy Duty 7707	\$66.40	\$66.40	
1	EACH	719454	Road Crossing 10"X12' Dual Flow	\$25,730.00	\$25,730.00	
Sale Subtotal					\$43,555.73	

OPTIONAL SERVICE ITEMS

Description	Price	Accept/Decline
DELIVERY	\$3,063.54	
INSTALL	\$4,848.00	
SERVICE	\$5,903.00	
Service Subtotal	\$13,814.54	

INITIAL

-By checking Accept and initialing, customer is acknowledging that the additional cost for the above items will be added to the grand total.

-Optional Estimated costs do not include taxes. Fees may vary depending on the Optional Items selected/not selected.

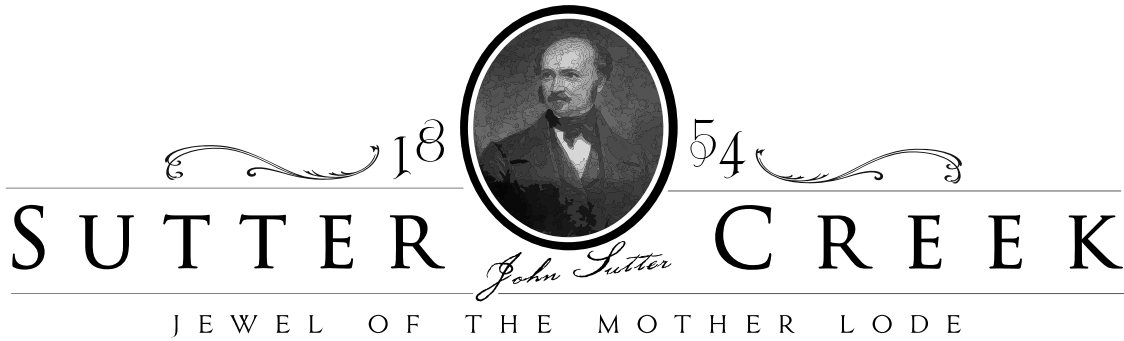


Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at a frequency of 400 hours of runtime. This is a billable event; pricing of labor and parts are subject to current market conditions. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancellation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below. 1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence. 2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment. 3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires. 4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.



TO: ARSA Governing Board

FROM: Sandra Spelliscy, Interim City Manager

RE: Proposed amendments to ARSA/Sutter Creek Operating Agreement

DATE: May 24, 2023

The City of Sutter Creek is proposing the attached amendments to the operating agreement between ARSA and Sutter Creek dated July 1, 2016. The amendments are designed to clarify the provisions of the agreement related to the use of city employees to manage and operate the system and the JPA. The amendments also eliminate much of the wordiness of the existing agreement and delete obsolete provisions.

If the Board approves the amendments at its May 24 special meeting, the new agreement can take effect immediately upon approval by the Sutter Creek City Council at its next regular meeting on June 5.

Exhibit A

REVISED AGREEMENT BETWEEN
AMADOR REGIONAL SANITATION AUTHORITY AND
THE CITY OF SUTTER CREEK
CONCERNING OPERATIONS OF ARSA SYSTEM

THIS REVISED AGREEMENT (Agreement) is made in Amador County, California, by and between the Amador Regional Sanitation Authority, a joint powers agency created pursuant to the laws of the State of California ("ARSA"), and the City of Sutter Creek, a municipality created pursuant to the laws of the State of California ("City"). The agreement is effective immediately upon approval of the governing bodies of both parties.

Formatted: Left

WHEREAS, ARSA owns and operates a regional wastewater disposal system ~~(the "System")~~ in Amador County serving the ~~c~~ities of Sutter Creek and Amador City and County Service Area No. 4 (Martell) and desires to have City assume the administration, operation, maintenance, and management for ~~the said~~ System and to be responsible for maintaining the property comprising the ~~s~~System ~~all~~ in accordance with the applicable Waste Discharge Requirements, laws, and regulations of the California Regional Water Quality Control Board Central Valley Region (collectively "Operations" hereinafter); and

WHEREAS, City ~~agrees~~desires to conduct Operations for ARSA on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties ~~hereto~~ mutually agree as follows:

1. Term of Agreement. This Agreement shall be effective ~~on~~ immediately upon approval by the governing bodies of both parties, July 1, 2016, and shall remain in effect through June 30, 2024~~17~~, unless terminated earlier pursuant to the provisions of paragraph 7 ~~hereof~~ or by operation of law. Unless ~~so~~ terminated earlier, this Agreement shall be renewed on a year-to-year basis after June 30, 2024~~17~~, without further action of either party. ~~unless at least~~

Formatted: Left, Indent: Left: 0"

~~ninety (90) days before any such yearly renewal, either party provides written notice to the other of the canceling party's intent to cancel such renewal. Any suggested amendments to the agreement may be made and considered by the parties at any time during the calendar year.~~

2. City to Conduct ARSA Operations

(a) From the effective date of execution of this agreement~~hereof~~ City shall be responsible for ~~Operations, all operations and management of ARSA and its system components.~~

(b) ARSA shall remain the owner of the ~~s~~System and make all budgetary and policy decisions in regard to the ~~s~~System, and city operations and management shall be consistent with those decisions.~~City shall conduct Operations in accordance therewith.~~

(c) Prior to the annual budget approval by its Board, ARSA shall ~~annually in January, or more frequently as may be necessary,~~ present to City its goals, priorities and expectations for City's operation ~~of of the s~~System (collectively "ARSA Annual Priorities"). ~~Upon review of ARSA Annual Priorities; Based on the presentation,~~ City will prepare and present to the Board for its review and approval a proposed budget for the following fiscal year. ~~advise ARSA with respect to the cost implications thereof and ARSA will, as it may deem appropriate and necessary, provide to City adjusted Annual Priorities that take into consideration budgetary implications.~~

~~(d) After execution hereof, ARSA will rely, in large part, on information from City as to changes in the condition of the System and what repairs, replacements, and improvements are needed in order to insure that the System operates properly, efficiently, and lawfully. As~~

part of its duty to conduct ~~o~~Operations, City shall periodically and regularly report to

ARSA's Board of Directors with recommendations regarding repairs, replacements, and improvements needed to ~~e~~insure that the ~~s~~System operates properly, efficiently, and lawfully. It is understood and agreed by the parties that, in addition to City, ARSA relies on information gathered from its own consultants, and/or other entities regarding recommendations for repairs, replacements and needed improvements to ~~S~~the system in making its policy and budgetary decisions. ~~and that City and ARSA shall consult as may be necessary or convenient regarding the operations of the system and its proper, efficient and lawful operation of System.~~

3. City's Use of City Funds. ~~The City agrees to use its own funds for labor, materials and equipment costs to operate and manage the ARSA system, and will only make expenditures consistent with the adopted ARSA budget. City further agrees that it will bring any request for expenditures outside of the budget to the ARSA Board for approval as a budget amendment. ARSA agrees that it will fully reimburse City for those expenditures on a monthly basis based on invoice from the City.~~
~~In order to pay for the labor required to carry out Operations, City shall draw upon and expend its own funds and ARSA shall reimburse City from ARSA funds budgeted therefor upon receipt of an invoice from City. City's costs may include engineering fees first approved by ARSA's Board of Directors unless an emergency requires expenditures for said engineering in which event City shall promptly inform ARSA of the need for said engineering and the cost therefor. Except as set forth herein, City shall not expend any funds for which it will seek reimbursement from ARSA other than funds already budgeted by ARSA without said expenditures' having been first approved by ARSA's Board of Directors. If an Operations emergency arises City may expend its own funds and request to be repaid through ARSA contingency funds and forthwith seek approval therefor from ARSA's Board of Directors. City shall provide~~

Formatted: Left, Indent: Left: 0"

Formatted: Font: (Default) Times New Roman, 12 pt

~~ARSA with a monthly invoice itemizing the costs incurred during the prior month for which City seeks reimbursement from ARSA. ARSA shall pay each approved invoice within thirty (30) days after its receipt.~~

4. City Employees.

(a) City shall ~~use~~deploy its own employees and equipment in the operation and management of the ARSA system~~, to ensure that all Operations are adequately carried out.~~ City shall be responsible for the performance ~~and administrative~~ and supervision ~~costs~~ of City employees who engage in work for ARSA.

(b) City Employees shall be assigned to work on ARSA facilities or projects on City facilities at the sole direction of City. City shall strictly account to ARSA for ~~City~~ City Employees' time when engaged in operating or managing the ARSA system~~so that the appropriate entity is charged for Employees' time.~~

(c) City employee roles for ARSA will include, but are not limited to, field operations and equipment management, financial and accounting services, general organization management, and administrative support. General management duties will be undertaken by the City Manager or her/his designee. City will coordinate with the ARSA Board on non-policy-based management decisions that have significant impact on ARSA operations.~~ARSA has determined to utilize a city employee to serve as its general manager. The general terms and conditions of work and day-to-day supervision and direction shall be the responsibility of the City as the employer. ARSA shall, however, have the right to provide direction to the employee and to provide input of this employee's performance to the City. ARSA shall retain the right, at its discretion, to utilize a city employee as its general manager or to cease the use of a city employee as its general manager upon written~~

Formatted: Left, Indent: Left: 0"

~~notification from ARSA to the City.~~

5. Rights of Access. City shall have rights of ingress and egress over ARSA property and the same rights as ARSA has to access the System to carry out its obligations and responsibilities under this Agreement.

6. Allocation of Responsibility for ARSA Operations and Property.

(a) City and not ARSA shall be responsible for damages, liability, fines, and costs (collectively "Costs") proximately caused by City's negligent conduct of Operations ("Operations Cost"). City shall indemnify, defend, and hold harmless ARSA, its officers and employees from Operations Costs.

(b) ARSA and not City shall be responsible for Costs proximately caused by a condition of any part of System which condition exists at the time of execution of the Agreement ("Condition Cost") and Costs proximately caused by ARSA's failure to complete repairs, improvements, and replacements of System components ("Budget Cost"). ARSA shall indemnify, defend, and hold harmless City, its officers and employees from all Condition Costs and Budget Costs.

7. Termination of Agreement. Either party may terminate this Agreement with or without cause by giving the other party no less than ~~forty-five~~^{ninety} (45⁹⁰) days advance written notice. This Agreement may be terminated at any time upon mutual consent of the parties. ARSA shall pay City for its services rendered to the date of any termination in accordance with paragraph 3 ~~hereof~~.

8. Insurance. Both parties shall maintain auto liability, public liability, and pollution insurance policies naming the other as additional insured parties with minimum

Formatted: Left, Indent: Left: 0"

policy amounts of \$1,000,000 per occurrence, together with lawful workers' compensation insurance or self-insurance.

9. Waiver of Rights. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

10. Remedies Not Exclusive. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

11. Paragraph Headings. The paragraph headings used in this Agreement are for reference only and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

12. Cooperation. Both parties to this Agreement agree to do all things that may be necessary including without limitation the execution of all documents which may be required hereunder in order to implement and effectuate this Agreement.

13. Prior Agreement. This Agreement replaces in its entirety the agreement entitled "AGREEMENT BETWEEN AMADOR REGIONAL SANITATION AUTHORITY AND THE CITY OF SUTTER CREEK CONCERNING OPERATIONS OF THE ARSA SYSTEM" executed and made effective on ~~July~~^{March} 1, 20~~16~~⁰⁴ (Prior Agreement).

14. Entire Agreement. This Agreement is freely and voluntarily entered into by the parties after having had the opportunity to consult with their respective attorneys. The parties in entering into this Agreement do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those

inducements, promises, and representations contained in this Agreement. This Agreement represents the entire agreement of the parties except for the Joint Powers Agreement forming ARSA and to which City is a party which remains in full force and effect.

15. Interpretation of Agreement. The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement. The parties and the party representatives executing this Agreement have the power and authority to execute this Agreement, and once executed by all parties hereto this Agreement shall be binding upon the parties hereto.

16. Notices. All notices, statements, reports, approvals, requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may from time to time authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered electronically, personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the United States post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below or to the appropriate electronic mail address:

Amador Regional Sanitation Authority
18 Main St.
Sutter Creek, California 95685

City of Sutter Creek c/o City Clerk
18 Main St.
Sutter Creek, California 95685

IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

AMADOR REGIONAL SANITATION AUTHORITY

By: _____
Chairman, Board of Directors

Attest:

Recording Secretary,
Board of Directors

Date:-----

CITY OF SUTTER CREEK

By: _____
Mayor

Attest: _____
Date:_____

City Clerk

Formatted: Left

Formatted: Left