



Official Memorandum

PO Box 2157
Los Baños, CA 93635
sldmwa.org

To: SLDMWA Board of Directors, Alternates
SLDMWA Finance & Administration Committee, Alternates

From: Pablo Arroyave, Chief Operating Officer
Jaime McNeil, Engineering Manager

Date: February 2, 2026

RE: Recommendation to Board of Directors to Authorize Award and Execution of Construction Agreement for Jones Pumping Plant (JPP) Pump Casing & Bifurcation Pipe Recoating Project, and expenditure of up to \$1,037,350 Utilizing Fiscal Year 2025 and 2026 EO&M Budget Funds

Background

The interior coatings of the pumps at C.W. "Bill" Jones Pumping Plant (JPP) are critical for ensuring the cast iron and steel components of the pump and discharge piping are protected from corrosion, erosion, and cavitation. The coatings have not been replaced since the Water Authority was formed, and per the U.S. Bureau of Reclamation (Reclamation), it is likely that the coatings are original. These coatings have failed in various places and need to be replaced in order to preserve the integrity of the bifurcation piping and pump casing. In addition, Reclamation has issued several Routine Operation & Maintenance (RO&M) exam recommendations specific to the failed coatings, which remain outstanding. The JPP Rehabilitate Coating on Pump Casings & Bifurcation Project (Bifurcation Project) was incorporated into the Fiscal Year (FY) 2025 budget to address these coating concerns.

Relatedly, the JPP U5 Leak Investigation Repair Project (Leak Investigation Project) was added to the FY 2026 budget due to an intermittent, yet persistent leak that was detected surrounding Unit 5. Additional funds for the Bifurcation Project were also incorporated into the Leak Investigation Project due to a budget deficit that was identified after an initial solicitation for the Bifurcation Project.

Given the close proximity and similar nature of the work for the Bifurcation and the Leak Investigation Projects, staff combined the projects into one recoating contract. To assist with the work planning and contracting, the Water Authority entered into a professional services agreement with engineering consultant, GFT. GFT has assisted with the preparation of the technical specifications and the request for proposals (RFP) solicitation process, and will continue to assist staff with the management of the project.

The principal components of the combined recoating work include removing the existing lining material from the suction elbow and pump casing of Unit 5, and from the butterfly valves and discharge piping of both Units 5 and 6. Once this work is completed, the new lining material will be applied to the same areas.

Issue for Decision

Whether to authorize award and execution of construction agreement with Hartman Walsh for the JPP Pump Casings & Bifurcation Pipe Recoating Project (Recoating Project), and expenditure of up to \$1,037,350 utilizing FY 2025 and 2026 EO&M budget funds.

Recommendation

Staff recommends authorizing award and execution of construction agreement with Hartman Walsh for the Recoating Project, and recommended expenditure.

Analysis

The Water Authority formally solicited for electronic proposals to provide all labor, equipment, and services for the Project. The solicitation included the following critical dates:

November 24, 2025: RFP issued
December 9, 2025: Mandatory Pre-Proposal Conference / Site Visit
December 19, 2025: Last day to submit questions
December 29, 2025: Last day for Responses to Questions
January 13, 2026: Proposals due via PlanetBids
January 14 –16, 2026: Proposal Evaluation
January 16, 2026: Notice of intent to award

The Formal RFP was publicly posted on PlanetBids and in two newspapers: San Francisco Chronicle and Sacramento Bee. In addition, the RFP was sent directly to six contractors. Six contractors attended the Mandatory Pre-Proposal Conference and Site Visit, with two proposals submitted. The two responsive proposals were submitted by Hartman Walsh and Euro Style Management. Technical Proposals were reviewed and scored by an evaluation committee consisting of Water Authority and GFT staff. The proposals were reviewed and accepted by the Contract Specialist for responsiveness and responsibility. Upon conclusion of the evaluation committee, the best qualified and responsive/responsible proposer was determined to be Hartman Walsh. The Notice of Intent to Award was transmitted to Hartman Walsh on January 16, 2026.

Budget Implications

The proposed expenditure of up to \$1,037,350 will be funded utilizing approved budgeted funds from Fiscal Years 2025 and 2026 EO&M Budget. Note: \$1,268,700 was the budgeted amount for this project, comprised of \$618,700 in the JPP Rehabilitate Coating on Pump Casings & Bifurcation Project budget, and \$650,000 in the JPP U5 Leak Investigation Repair Project budget.

Attachments

The following documents are included with this Agenda Item;

1. Draft Construction Agreement
2. Notice of Intent to Award; and

The following documents are available upon request;

1. Notice Inviting Bid, Addenda, Sealed Bid Form, Bid Guarantee, Performance and Payment Bond, Guarantee Form, the General Conditions, Specifications, Exhibits, Permits, Contract Drawings and Plans, hazardous material requirements, Contract Schedule, as applicable.

CONSTRUCTION AGREEMENT

For

Jones Pumping Plant (JPP) Pump Casing & Bifurcation Pipe Recoating

THIS AGREEMENT, dated as of February ___, 2026 is between the **SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**, a California Joint Powers Agency, (hereinafter called "SLDMWA"), and Hartman-Walsh Painting Company, a Missouri Corporation (hereinafter called "Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.
- B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- C. The Contract Documents shall include the Notice inviting bids, Addenda, Sealed Bid Form, Construction Agreement, the Bid Guarantee, the Performance Bond, the Payment Bond, Guarantee Form, the General Conditions, the Special Provisions, Specifications, Exhibits, Permits from other agencies that may be required by law, the Contract Drawings and Plans, hazardous material requirements, the Contract Schedule, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and supplemental drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. ORDER OF PRECEDENCE

In case of conflict among the Contract Documents, this Agreement shall govern over General Conditions and Special Provisions (if any), detail drawings shall govern over small-scale drawings, the specifications shall govern over the drawings, Special Provisions (if any) shall govern over the drawings and General Conditions, and change orders shall govern over the original documents, unless a different order of precedence is noted.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of SLDMWA, all the work required for the Contract for the Project entitled:

Jones Pumping Plant (JPP) Pump Casing and Bifurcation Pipe Recoating

V. CONTRACT AMOUNT AND PAYMENTS

SLDMWA agrees to pay and Contractor agrees to accept, in full payment for the above work, One Million Thirty-Seven Thousand Three Hundred Fifty DOLLARS (\$1,037,350.00) as the stipulated sum price which Contractor bid in its Sealed Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

Progress and final payments shall be in accordance with the General Conditions.

Invoices must be submitted to Accounts Payable at accounts.payable@sldmwa.org. Approved invoices will be paid within 30 days.

SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. 30-day payment period does not begin until an approved, undisputed invoice is received. There will be no interruption in services while invoices are being disputed. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by SLDMWA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved. In the event of a dispute between each parties Terms & Conditions, SLDMWA terms will prevail

VI. LICENSE AND DIR REGISTRATION.

By executing this Agreement, Contractor represents that it is currently licensed by the California Contractors State License Board, Class A, License number 984923, and that Contractor is registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5, registration number 1000032918.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, SLDMWA shall charge any sum of money against Contractor, SLDMWA shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from SLDMWA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay SLDMWA's charges against Contractor, SLDMWA shall have the right to recover the balance from Contractor or its sureties.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period

provided for in the Contract Documents, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents, commencing on the date specified in the Notice to Proceed.

- B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

- A. Neither the inspection by SLDMWA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SLDMWA, nor any extensions of time, nor any position taken by SLDMWA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to SLDMWA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and SLDMWA shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

- A. The actual fact of the occurrences of damages and the actual amount of the damages which SLDMWA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
- B. Damages which SLDMWA would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the San Luis & Delta-Mendota Water Authority by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
- C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

- A. The amount of the liquidated damages to be paid by Contractor to SLDMWA for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be (\$5,000) for each **Calendar day**, continuing to the time at which the Work is completed.
- B. Such amount is the actual cash value agreed upon as the loss to SLDMWA resulting from Contractor's delay.

- C. The provision for liquidated damages shall not act as a limitation on SLDMWA if Contractor abandons the Work, and shall not stop accruing if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred, including but not limited to liquidated damages for delay through completion.

XIII. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the SLDMWA, each made payable to the SLDMWA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
 - 1. One bond shall be the Performance Bond in the amount of one hundred percent (100%) of the Contract and shall guarantee the faithful performance of the Contract.
 - 2. The second bond shall be the Payment Bond required by Part 6, Title 3, Chapter 5, Division Four of the Civil Code of the State of California, commencing with section 9550, and shall be in the amount of one hundred percent (100%) of the Contract.
- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an “*Admitted surety insurer*”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds:***
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XIV. LABOR CODE COMPLIANCE

SLDMWA affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771. As addressed in greater detail in the General Conditions, Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XV. UNFAIR COMPETITION

- A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials

pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XVI. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SLDMWA first obtained.

XVII. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the SLDMWA and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XVIII. AGREEMENT BINDING

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

XIX. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

////SIGNATURE PAGE FOLLOWS////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

CONTRACTOR:

(California Corporations: must be signed by company's 1) CEO or President or 2) by its Vice President *as well as* the Secretary or CFO.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, A Joint Powers Agency:**

Date

ATTEST:

Pablo R. Arroyave, Chief Operating Officer

NOTICE OF INTENT TO AWARD

Date: January 16, 2026

To: Matt Huebener
Hartman Walsh Painting Company DBA Hartman Walsh Industrial Services
7144 North Market St.
Saint Louis, MO 63133

Project Title: JPP Pump Casing and Bifurcation Pipe Recoating

Project Specification Number: F26-JPP-015

On January 13, 2026, San Luis and Delta-Mendota Water Authority (SLDMWA) received two (2) proposals for the subject project from Euro Style Management, Inc. (ESM) and Hartman Walsh Industrial Services.

The Evaluation Committee has deemed Hartman Walsh Industrial Services, to be the most qualified respondent to provide the requested services for this project.

You are hereby notified that on February 5, 2026, SLDMWA Staff will recommend to the SLDMWA Board of Directors, award of the Contract for JPP Pump Casing and Bifurcation Pipe Recoating to Hartman Walsh Industrial Services for an amount not to exceed \$1,037,350.00.

In accordance with the solicitation documents, contract award will be made once the protest period is up. Please refer to the solicitation for protest periods.

SLDMWA appreciates the time and effort that all of the proposing firms dedicated to preparing and submitting a proposal for this project.

Regards,



Travis Roberts

Contract Specialist

San Luis & Delta-Mendota Water Authority