REQUEST FOR QUALIFICATIONS (RFQ)
for Construction Management & Inspection Services

Pioneer Water Rehabilitation Project - Phase 3
JC# 140210

Amador Water Agency
12800 Ridge Road, Sutter Creek, CA
September 25, 2020
I. GENERAL INFORMATION FOR PROPOSERS

A. PURPOSE
Through the issuance of this Request for Qualifications (RFQ), the Amador Water Agency (Agency) seeks to obtain the services of a qualified engineering consultant to perform construction management and inspection services for the Pioneer Water Rehabilitation Project Phase 3 (‘Project’) along Elkhorn Court, Deer Trail, Oxbow Road and Prospect Place in the Pioneer Area of Amador County, California.

The AWA Engineering Department is issuing this RFQ. Any questions or request for information should be addressed as follows:

Name: Brandt Cook
Address: Amador Water Agency
12800 Ridge Road
Sutter Creek, CA 95685
Telephone: (209) 257-5206
Email: bcook@amadorwater.org

The proposals must be delivered with the technical proposals in one envelope and the cost proposal in a separate sealed envelope, each of which must be clearly marked, to the address noted above. Deliverables:

1) Four (4) hardcopies and one (1) PDF of the technical proposal
2) One (1) hardcopy and one (1) PDF of the cost proposal

The deliverables listed above shall be delivered no later than **October 20, 2020** at 2:00 PM to the address listed above. The proposal must be signed by an official authorized to bind the Proposer to its provisions. Email submittals of PDF documents and electronic signatures are permissible.

B. PERIOD OF PERFORMANCE
Services as outlined in Section III, Scope of Services, shall be completed within fourteen (14) months of the Notice to Proceed, currently planned for January 1, 2021.

C. FORMAT AND CONTENT
The RFQ shall be a concise and well-organized presentation of the consultant’s understanding of the project and their experience and ability to complete the Scope of Work. General brochure type information is to be kept to a minimum and the RFQ shall be a maximum of 30 single-sided 8-1/2x11 sheets or 15 double-sided sheets.

The attachments contained in this RFQ, cover letter, table of contents, tabs, fee schedule and resumes are not counted toward the page count. However, resumes shall be limited to one double sided sheet per team member. The minimum acceptable font size for the proposal is 11 point.
D. REQUIRED LICENSING AND EXPERIENCE

The Proposer shall have a valid license to practice engineering in the state of California as necessary for the particular aspects of the project. The Proposer shall have minimum five (5) year experience in providing the services associated with this project. The Proposer’s firm shall be well established with a full-time qualified staff able to provide the required construction management and inspection services.

E. SITE AND FACILITIES

The Central Amador Water Project (CAWP) water system is owned and operated by the Amador Water Agency. It consists of a pumped diversion from the Mokelumne River at the PG&E Tiger Creek Afterbay, through two pump stations, and a gravity diversion via the Gravity Supply Pipeline to the Buckhorn Water Treatment Plant (WTP). The Buckhorn WTP provides treated water on a retail and wholesale basis to areas that are located primarily along the Highway 88 corridor from the Pioneer area to the Pine Grove area.

The Agency owns and operates the water distribution system, which delivers water from the Buckhorn area, including the project area along Prospect Place, Oxbow Road, Deer Trail, and Elkhorn Court. The water storage tanks, known as Tank A & Tank B are located off of Elkhorn Court, near Buckhorn Ridge Road. Tank A currently supplies water to most of the CAWP service areas. In addition, a small booster pump station, located adjacent to Tank A & B, delivers water to approximately 40 residential customers in the immediate vicinity of Tank A & B.

The Project will install approximately 2,000’ of new 12-inch pipe from Buckhorn Ridge Road, along Prospect Place, Oxbow Road, Deer Trail and Elkhorn Court. The project will also include replacement of Tank A & Tank B with two one-million gallon welded steel potable water tanks, and demolition of the old tanks.

The project has been bid, with the apparent lowest responsive and responsible bidder being Farr Construction dba Resource Development at $5,388,430. AWA is planning on awarding the contract on or around October 22, 2020, and anticipates the construction Notice to Proceed being issued in December 2020. This is a 360 day construction contract.

II. SCOPE OF SERVICES

The selected engineering firm’s primary responsibilities shall be to manage and inspect the Project contract and construction, including permits, land and soil surveys, SWPPP, demolition and construction of the contract plans and specification bid documents. Environmental services shall be under a separate contract, but the Consultant shall anticipate and include management of and coordination with the Environmental Consultant during construction. Coating inspection, by CSI Services as a subcontractor to the selected consultant, and geotechnical inspection shall also be included in the proposal.
Consultant shall prepare a work description, scope of work, and plan for accomplishing the technical work (approach to the work) and overall coordination with the Agency. Tasks shall be properly described and charted with associated descriptions, labor, schedule and costs for each.

The basic services to be provided will include, but may not be limited to, those outlined below. The Proposer is encouraged to expand the definition of the scope of services in the proposal as may be deemed appropriate for adequate investigation of the Project.

- **TASK 1.1 Project Management and Inspection**, including: resident engineering services, meetings, project schedule, progress reports, project planning and quality control. Provide project management, inspection and administrative services, including control of work, coordination with WA operation crews, meetings, testing, geotechnical inspection, schedule review and management, monitoring and control of time and expenses on each task, and invoicing. Prepare and update project schedule and budget layouts as needed. Consultant will be responsible to keep tasks on-schedule and on-budget.

Consultant shall include allowances for proactive project planning, including: foresight planning and preemptive coordination with the contractor, scheduling and budget designed to eliminate or reduce delays and disputes with the contractor and the public, in order to protect the Project scope, schedule, and budget.


- **TASK 1.3 Public Outreach Activities**, including: Development and Implementation of a resident and public outreach plan, Coordination with the public and local property owners, Resolution of Resident/Public Concerns, and record keeping.

- **TASK 1.4 Grant Funding Coordination**, including: evaluation of USDA concerns and assistance.

- **TASK 1.5 Permitting, Easements & Environmental Coordination** – Consultant shall coordinate, plan and implement compliance with all permits, such as an Amador County Encroachment Permits, SWPPP (as AWA’s QSD/QSP responsible for oversight of the contractor’s QSD/QSP), Traffic Control Plan, MMRP, easements & TCEs, etc.

- **TASK 1.6 Asbuilt, Record Keeping and Contract Close-out Activities**, including: startup, testing, commissioning, shutdown planning, resident and AWA distribution coordination, preparation of punch list items, preparation of red lined as-built plans, closeout, O&M Manuals, completion, and
preparation of construction documentation as required per grant funding. All
documents, email, tracking, logs, plans and specifications shall be properly
coordinated, maintained, and become the sole property of the Amador Water
Agency for use, reference or reproduction as necessary in their original and
PDF formats.

In addition to the scope of services outlined above, the Agency may enter into
negotiations to perform additional work related to the project as deemed
appropriate.

III. INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

A. EXECUTIVE SUMMARY AND BACKGROUND INFORMATION

Provide a brief summary of the key characteristics of the proposal. Background
information should describe in general the firm’s history and its experience in
the type of Construction Management (CM) and inspection services needs for
each type of project listed.

Consultants shall list all CM and/or inspection contracts currently in progress,
completed or terminated (partially or completely) within the past three years.
Include contract value, description of project, owner, name and contact
information of the contracting entity.

B. TEAM AND STAFF QUALIFICATIONS

Provide an organization chart, list or table identifying the personnel on the
project team, which possess the knowledge and expertise required for this
project.

Indicate the Key Members assigned to perform the work, including their names,
titles, project function, qualifications and reporting relationship. Include
resumes and client reference contact names and phone numbers for each.
Describe where these personnel will be physically located during the time they
are engaged in the work and the total number of years of employment with the
consultant. Agency approval shall be required for any changes in the
Proposer’s Key Member personnel. Indicate contingent team members for Key
Members should any Key Member become incapacitated or leave your
association. The successful Proposer may not change identified Key Members
without the written approval of the Amador Water Agency. The Agency reserves
the right to reject any personnel proposed to perform the work.

A separate spreadsheet identifying hours, personnel and tasks shall be included
with the technical proposal. An hourly rate sheet for all personnel shall also be
included with the technical proposal.

C. WORK PLAN

Describe and provide details of the key characteristics or standard operating
procedures that best illustrates why this firm should be selected to provide
construction management and inspection services. Provide examples of
proactive planning, quality assurance, flexibility, cost effectiveness, firm culture, standard operating procedures, thoroughness, expedited resolution to project issues, documentation, change order management, and grant funding document support.

D. AUTHORIZED NEGOTIATORS
Include the name, title, email, mailing address, and phone number of the personnel in your organization authorized to negotiate, approve and execute the proposed contract with AWA.

E. COST PROPOSAL
The cost for services shall be a time and materials not-to-exceed price, preliminarily estimated at $500k-$600k. Hourly rates for individual personnel shall be included with the cost proposal. Team members shall report directly to the jobsite when onsite work is required. Hourly rates shall include allowances for all time and other costs for travel to and from the jobsite, mileage, meals, accommodations, copying, meeting arrangements, power charges, phone, etc. Minimum hours per day charges shall not exceed two hours. This spreadsheet must be used in any requests for progress payments based upon percentage of individual tasks completed.

IV. CRITERIA FOR SELECTION
Proposals received shall be subject to an evaluation by the Agency, as deemed appropriate for the purpose of developing an interview short-list and/or selecting the firm with whom a contract will be executed. Proposals delivered after the deadline will not be accepted and will be returned unopened. The evaluation will be made on the attached scoresheet according to the factors above and following.

A. GENERAL
- The recent experience and quality of past performance of the personnel to be devoted to the work.
- The Proposer’s familiarity with the design and construction of this type of facility.

B. PROJECT UNDERSTANDING
- The level of understanding of the purpose and scope of the project work and of the work to be done.
- The estimated level of effort to satisfactorily complete the assignment.

C. PROJECT TEAM
- An organizational chart of the proposed team, along with their function and percent of time devoted to the project.
D. INTERVIEW

The technical proposals will be numerically rated as discussed in the above criteria. Depending on the number of proposals received, the highest ranking Proposers may be selected to participate in an interview process.

If conducted, proposers will be given no more than 20 minutes to deliver their presentations followed by a 15 minute Question & Answer session with the panel. Panel participants will be determined by the Agency.

E. FINAL SELECTION

The numerical scores for the technical proposals (see attached) and interviews (if conducted) will be combined and final scores calculated. Once Proposers are ranked, the cost proposal of the first ranked applicant will be opened and reviewed.

AWA reserves the right and intends to negotiate the final scope of work, staff participation, and price before entering the contract. If negotiations with the first ranked firm are unsuccessful, AWA may negotiate with the second ranked firm and so on. AWA reserves the right to reject any or all proposals. All proposals become the property of Amador Water Agency.

A copy of the current Amador Water Agency Consultant Agreement is included. Should there be any areas of concern in the agreement, Proposers shall include those concerns with the proposal on a separate sheet. If no comments are received, the Agency will deem that the Proposer takes no exception to the general language of the Agency’s standard Consultant Agreement.

F. DISPUTES RELATING TO RFQ PROCESS

Any dispute arising from the RFQ process prior to the award of the contract must be submitted in writing to the AWA issuing office, within seven (7) calendar days of the date of the recommendation award or denial letter. The only grounds for an appeal that will be considered are that the Agency failed to follow the selection procedures specified in this RFQ or that there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The Agency will consider only those specific issues addressed in the written appeal. The Agency will make their determination within thirty (30) days of receipt and their decision shall be final with respect to the matters of fact.

V. APPENDIX

A. Construction management and inspection RFQ scoresheet
B. AWA Standard Consultant Agreement
C. Project plans and specifications (available for review upon request)
# Engineering Request for Qualifications - Evaluation Worksheet

**140210 Pioneer Rehab Phase 3 CM & Inspection RFQ 092520**

<table>
<thead>
<tr>
<th>Description</th>
<th>Weighting Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td></td>
</tr>
<tr>
<td>Recent/Relevant experience</td>
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</tr>
<tr>
<td>Expertise</td>
<td>1.00</td>
</tr>
<tr>
<td>Project Understanding</td>
<td></td>
</tr>
<tr>
<td>Task 1.1 Project Management &amp; Inspection</td>
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</tr>
<tr>
<td>Task 1.2 Construction Contract Administration</td>
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</tr>
<tr>
<td>Task 1.3 Public Outreach Activities</td>
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<td>Task 1.4 Grant Funding Coordination</td>
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<td>Task 1.5 Permitting, Easements &amp; Environmental Coordination</td>
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<tr>
<td>Task 1.6 Asbuilds, Record Keeping and Contract Close-out Activities</td>
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<tr>
<td>Agency Coordination</td>
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<td>Overall/General Project Understanding</td>
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<td>Project Team</td>
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<td>Team member time allocation</td>
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</tr>
<tr>
<td>Miscellaneous</td>
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<tr>
<td>Work Plan</td>
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</tr>
<tr>
<td>Overall Impression</td>
<td>1.00</td>
</tr>
</tbody>
</table>

**Proposal Score**

- 0
- 0
- 0
- 0
- 0

**Interview**

| Knowledge & Experience of Project and associated work                      | 3.00             |
| Proposed method and team coordination                                      | 3.00             |
| Demonstrated ability to coordinate with the Agency and permitting agencies | 3.00             |

**Interview Score**

- 0
- 0
- 0
- 0
- 0

**Total Score**

- 0
- 0
- 0
- 0
- 0

*Rank each consultant on each component on a scale of 1(worst) to 10(best)*

**Additional Comments:**

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**DATE REVIEWED:**

**Reviewers:**
Amador Water Agency  
Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Amador Water Agency, a local government agency (“Agency”), and [Insert type and jurisdiction of entity] (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 Agency shall pay to Contractor a fee based on Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

The total fee for the Work shall not exceed $___________. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by the Agency and USDA Rural Development. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to Agency an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, Agency shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by Agency for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by Agency upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by Agency based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost
profit associated with the expected completion of the Work or other such similar payments relating to Contractor’s claimed benefit of the bargain.

4  Professional Ability of Contractor

4.1  Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. Agency has relied upon Contractor’s training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor’s field.

4.2  The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: [Describe Contractor’s key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A]. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1  If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify Agency and shall, subject to Agency's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2  Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by Agency to evaluate the proposed substitution. Agency shall evaluate Contractor's request and Agency shall promptly notify Contractor of its decision in writing.

5  Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor’s services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Agency’s conflict of interest code because Contractor will perform the Work independent of the control and direction of the Agency or of any Agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.

6  Contractor Records

6.1  Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the
Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. Agency may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to Agency (“Work Product”) shall be the property of Agency, and Agency shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without Agency's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrightable by Contractor, Agency reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If Agency reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then Agency shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to Agency in paper format, upon request by Agency at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to Agency in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Agency or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Agency. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Agency. If there is a question if Confidential Material is protected from disclosure
or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Agency or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Agency policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than Agency or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the Agency, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the Agency that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.


9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code, title 3, section 2022.1).
Code section 1720(a). If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any Agency facility, plant, building, structure, utility system or other property (“Agency Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any Agency Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on Agency machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at http://www.dir.ca.gov/oprl/DPreWageDetermination.htm. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to Agency up to $200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to Agency the sum of $25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds $25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: ____________________

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds $15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: ____________________
d. Contractor may perform some of the Work pursuant to funding provided to the Agency by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on Agency and its sub-recipients (the “Funding Conditions”). For any such Work, if Agency informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to Agency’s Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government’s right to inspect Contractor’s work, nondiscrimination, workers’ compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

e. Contractor shall comply with the requirements of, sign and submit to the Agency the Engineer’s most current schedule of rates and charges for this project, Federal Requirements, Compensation for Engineer’s Services, USDA Form AD-1048, Certification for Contracts Grants and Loans, American Iron and Steel Requirements, and Engineer’s Certification, contained in the Appendix.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of Agency or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<table>
<thead>
<tr>
<th>Type</th>
<th>Limits</th>
<th>Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability</td>
<td>$2,000,000 per occurrence &amp; $4,000,000 aggregate</td>
<td>at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations,</td>
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</tbody>
</table>
11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name Agency, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Agency's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Agency. Insurance is to be placed with admitted insurers with a current A.M. Best’s rating of A VII or better unless otherwise acceptable to Agency. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Agency for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to Agency the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 Independent Contractor. Contractor’s relationship to Agency is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not...
Agency employees, and they are not entitled to Agency employment salary, wages or benefits. Contractor shall pay, and Agency shall not be responsible in any way for, the salary, wages, workers’ compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor’s employees. Contractor shall, to the fullest extent permitted by law, indemnify Agency, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor’s independent contractor status or employment-related liability.

12.3 Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without Agency’s prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Agency in the manner provided in section 11 of this Agreement.

12.4 Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by Agency to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where Agency’s office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Agency:

Amador Water Agency
Attn: Brandt Cook
Amador Water Agency, 12800 Ridge Road, Sutter Creek, CA 95685
E-mail: bcook@amadorwater.org
12.9 **Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

Amador Water Agency:

Dated: _____________________________

By:  ____________________________________
Larry B. McKenney
General Manager

*[Name of Contractor]:*

Dated: _____________________________

By:  ____________________________________
*[Name/Title]*
APPENDIX

[ INSERT Engineer’s most current schedule of rates and charges ]
FEDERAL REQUIREMENTS

A. **Agency Concurrence.** Signature of a duly authorized representative of USDA Rural Development in the space provided on the Agency signature page does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to USDA Rural Development's applicable requirements. This Agreement shall not be effective unless the USDA Rural Development's designated representative concurs. No amendment to this Agreement shall be effective unless the USDA Rural Development's designated representative concurs.

B. **Audit and Access to Records.** Owner, USDA Rural Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with “Byrd anti-lobbying amendment (31 U.S.C. 1352)” if they are recipients of engineering services contracts and subcontracts that exceed $100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions” to the Owner who will forward it the USDA, Rural Development processing office.
COMPENSATION FOR ENGINEER’S SERVICES

1. The fees for the Engineer’s services are described below:

   Preliminary Engineering Report $ _______________
   Design Services $ _______________
   Contract Bidding and Award Services $ _______________
   Construction Phase Services $ _______________
   Resident Inspection Services $ _______________

   As needed:
   Geotechnical Services $ _______________
   Construction Phase Surveying $ _______________
   Easement Acquisition/ROW’s $ _______________
   Operation & Maintenance (O&M) Manual $ _______________
   As-Built Record Drawings $ _______________
   Other (identify) _______________ $ _______________

   Total Amount: $ _______________

2. The Engineer’s invoices shall include a breakdown of the services provided and the invoices shall only include work that has been completed. The invoiced charges shall be based on Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus related Reimbursable Expenses and Engineer’s Consultant’s charges, if any.

3. A copy of the Engineer’s current Standard Rate Schedule is attached.

4. The Engineer’s billing shall not exceed the Total Amount shown. Any changes to the Engineering fees must be approved by USDA Rural Development. Any approved adjustments to the fees shall be made by written amendment.

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Agreement, and without liability for any payments thereunder, USDA Rural Development hereby concurs in the form, content, and execution of this Agreement in accordance with the Letter of Conditions for this project for funding.

__________________________________________  ____________________________
Signature - USDA Rural Development Representative                                           Date

__________________________________________
Name and Title
U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion – Lower Tier Covered Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

Form AD-1048 (1/92)
Page 1 of 2
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including
CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(Name) ___________________________________  (Date) ________________________________

(Title) ______________________________________

(08-21-91) PN 171
AMERICAN IRON AND STEEL REQUIREMENTS

A. Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017).

B. Provide services required to determine and certify that to the best of the Engineer’s knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the Engineer’s knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017). The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural; steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this project.

C. Provide copies of Manufacturers’ Certification letters to the Bidders on any approved sole-source brand name iron and steel products being proposed in the Plans, Specifications and Bidding Documents. Manufacturers’ Certification Letters for sole-source listed brand names are to be included in the Bidding Documents and must be kept in the engineer’s project file and on site during construction.

D. Receive and review all Manufactures’ Certification Letters for materials required to comply with American Iron and Steel requirements to verify the products were produced in the United States. Maintain a listing of all iron and steel components used and their manufacturers name and location. Manufacturers’ Certification letters must be kept in the engineer’s project file and on site during construction to ensure compliance with American Iron and Steel requirements mandated by Section 746 Division A Title VII.

E. Upon substantial completion, obtain the Contractor’s Certification letter and provide copies of Engineer’s, Contractor’s, and Manufacturers’ Certification letters along with the Engineer’s listing of all iron and steel components used and their manufacturers to the Owner and to the Agency. If applicable, also provide documentation of compliance with the De Minimis Waiver.
ENGINEER’S CERTIFICATION
American Iron and Steel Requirements
USDA Rural Development

Date: 

RE: [Project Name]
[Owner’s Name]
[Construction Contract Name]

I hereby certify that to the best of my knowledge and belief all iron and steel products referenced in the Plans, Specifications, and Bidding Documents for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, or are the subject of a waiver approved by the Secretary of Agriculture or designee. This certification is not intended to be a warranty in any way, but rather the designer’s professional opinion that to the best of their knowledge the documents comply.

I hereby commit that to the best of my ability all iron and steel products that will be referenced in the Bid Addenda, Executed Contracts, and Change Orders will comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Name of Engineering Firm (PRINT)

______________________________
By Authorized Representative (SIGNATURE)

______________________________
Title

(This certification is to be submitted to USDA Rural Development prior to bidding authorization)