

REQUEST FOR QUALIFICATIONS

Grant Pursuit and Grant Management Services



Amador Water Agency

12800 Ridge Road, Sutter Creek, CA

March 29, 2021

Responses due: April 23, 2021, 12:00 noon

I. PURPOSE

The Amador Water Agency (Agency) seeks experienced and qualified consulting support for grant and loan identification, prioritization, pursuit, and administration. Respondents may be an individual, a firm, or a team with a primary proposer and identified sub-consultants.

II. BACKGROUND

The Agency was formed in 1959 to provide water resources services to Amador County. Today the Agency operates water and wastewater systems built as numerous separate systems over a wide span of time, and it is working to improve the quality and reliability of its infrastructure while providing essential services and working within the financial capacity of the community. The Agency serves a relatively small rate base, and comprises several disadvantaged communities.

The Agency maintains a small staff to operate economically, and lacks significant in-house capacity to seek grants. Grants, however, are badly needed, as the Agency recently completed a Water Master Plan Study that identified numerous capital projects of critical importance to continued reliable service. The Agency is currently conducting a rate study, but even potential significant rate adjustments would not meet all identified project needs. The Agency will conduct two additional studies in the next year—a water treatment plant capacity evaluation and a wastewater master plan study—that will identify further capital needs and provide more justification.

III. SERVICES

This solicitation seeks statements of qualifications for three categories of work. The Agency's intent with this solicitation is to address all work related to grants that it initiates now and in the next three fiscal years (through June 2024). All work envisioned by this RFQ may be performed by a single consultant, or the Agency may select consultants for specific tasks, as identified below.

This solicitation describes the services the Agency is seeking. Details about how the services can or should be provided are likely more within the knowledge of respondents, and SOQs may offer relevant suggestions.

Respondents may submit qualifications for all three of the tasks below or for specific tasks, but ability to perform all three categories of work will be one factor considered in evaluating qualifications.

1. Research, Report, and Track. Initially, one respondent will be selected to research grant opportunities for the Agency for water and wastewater capital projects and for other activities including studies, water conservation, and outreach. The research will encompass federal and state grant opportunities and philanthropic sources. The Agency intends that the scope of the opportunities would include low-interest loans and financial incentive programs, as well as grants. The consultant will deliver a comprehensive report identifying current and foreseen opportunities and their associated deadlines, and evaluating them based on likely success and possible benefit versus level of investment required.

The Agency's recently completed Water Master Plan Study identified and prioritized capital needs related to water. The Study is on AWA's website at <https://amadorwater.org/wp-content/uploads/2021/02/AWA-Water-Master-Plan-FINAL-2021-01-28.pdf>. The consultant will assist Agency staff to match current opportunities to high priority projects. Priority 1A projects are identified on page 162 of the Water Master Plan Study.

The consultant will then track grant opportunities going forward and provide periodic reports about opportunities to the Agency, and will advise the Agency on go/no go decisions regarding pursuits.

2. Grant Pursuit. The Agency may engage one consultant for pursuits of grant or loan opportunities generally, or may engage consultants for specific pursuits. Respondents may choose to highlight particular types of funding for which they have specialized skills or qualifications. Costs for grant writing or other pursuit tasks will be proposed by the consultant on Agency request and negotiated for each pursuit.

3. Grant Administration. The Agency also intends to engage a consultant for grant administration services. The Agency has not determined whether this should be tasked to a single consultant or should be associated with grant pursuits, if those are done by different consultants. The Agency intends to contract for grant administration for all grants received by the Agency going forward for the term of the contract, as well as one existing grant. The existing grant was awarded in March 2021 (USDA Rural Utilities Service – RUS Bulletin 1780-12, for \$1.976M).

Consultants will work under the direction of the Agency's General Manager, and will work from their own offices unless presence at the Agency's office is required.

IV. STATEMENTS OF QUALIFICATION

SOQs shall include:

1. Cover letter.
2. Statement of which of the three types of services described above the respondent is pursuing, if not all three. Any comments the respondent wishes to make on the relationship between the three types of services.
3. Staffing and team qualifications and experience, which may include resumes.
4. Rate Schedule of most current rates for each individual of respondent's team, and an estimate of the cost or range of costs for ongoing grant opportunities tracking.
5. Representative examples of services provided to other agencies or organizations.
6. Respondent's capacity to undertake multiple pursuits on an as needed basis.
7. Acceptance of standard service agreement.

Respondents shall identify their team for Agency work, including any sub-consultants, and each individual's billing rate.

In describing its qualifications and experience, a respondent may describe its qualifications for evaluating and prioritizing grant opportunities in the context of other project financial planning expertise the respondent offers.

The Rate Schedule called for in #4 above is required to reflect the most current rates for all personnel identified in the Staffing and Team Experience portion of the response. However, the rate schedule will not be contractually binding. Rather, it will be used in comparative evaluation of responses. Costs for specific tasks, including individual grant pursuits, will be separately negotiated.

The examples of services provided in response to #5 above shall include the name of the agency or organization, a specific point of contact, the type of service provided, the year(s) of the contract, and any descriptive explanation of the example and its particular aptness as an example for purposes of this solicitation.

SOQs shall be submitted as a pdf file by email to lmckenney@amadorwater.org before 12:00 noon on April 23rd, 2021. Late responses will not be considered.

Questions regarding this RFQ should be submitted to Larry McKenney. Any material answers to questions, or changes the Agency makes to the requirements of this RFQ, will be made by written addenda posted on the Agency's website. Addenda will be emailed to anyone who expresses interest in this RFQ by email to lmckenney@amadorwater.org.

The Agency reserves the right to revise or withdraw this RFQ for any reason. The Agency reserves the right to decide not to contract with any respondent for this work, to request additional information concerning any SOQ for purposes of clarification, and to waive any irregularities if it would serve the best interests of the Agency.

All costs incurred by a respondent during SOQ preparation or in any way associated with the preparation, submission, presentation, or interview if held, shall be the sole responsibility of the respondent.

AWA's Standard Consultant Agreement is included in Appendix A.

V. EVALUATION AND SELECTION

SOQs will be evaluated by Agency staff qualitatively. Evaluation will focus, in order of priority, on:

1. Demonstrated recent success in comparable work
2. Team experience and qualification
3. Demonstrated ability to add value to clients' pursuit of project financing
4. Rate schedule
5. Proven ability to perform all three work elements.

AWA staff will identify which respondents offer the best value to the Agency, individually or in combination. Interviews, if needed, are tentatively scheduled for May 3-4, 2021.

The Agency intends to award one or more contracts, depending on the qualifications and what the Agency deems necessary for its needs. All contracts for this work will be based on SOQs received in response to this RFQ. Firms that do not submit by the closing date will not be considered for any subsequent award.

Prior to execution of any agreement, references will be checked and consultants will be required to provide Agency evidence of all required business and professional licenses, current Department of Industrial Relations registration and all required certificates of insurance, as well as certification of no conflicts of interest.

VI. TIMELINE

| | |
|------------------------|-------------------------|
| Release of RFQ | Mar 29, 2021 |
| Questions due | Apr 16, 2021 12:00 noon |
| SOQs due | Apr 23, 2021 12:00 noon |
| Interviews (if needed) | May 3-4, 2021 |
| Anticipated contract | May 27, 2021 |

The Agency reserves the right to modify the dates listed above at its sole discretion. Any schedule changes will be posted on the AWA website, and will be emailed to anyone who expresses interest in this RFQ. Interest may be expressed by email to lmckenney@amadorwater.org.

VII. DISPUTES RELATING TO RFP PROCESS

Any dispute arising from the RFP process prior to the award of a contract must be submitted in writing to Larry McKenney within ten calendar days of the date of the recommendation award or denial letter. The only grounds for an appeal that will be considered are that AWA failed to follow the selection procedures specified in this RFP 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. AWA will consider only those specific issues addressed in the written appeal. AWA will make its determination within thirty (30) days of receipt and their decision shall be final with respect to the matters of fact.

APPENDIX

A. CONSULTANT SERVICES AGREEMENT

**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 _____, a _____ [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.

a. Agency shall pay to Contractor a fee based on *[check one]*:

___ 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 fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$_____ *[delete this sentence if not applicable]*. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Agency. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

b. 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.

a. 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.

b. 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 subsection 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. 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.

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.

a. 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.

b. 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 copyrighted 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.

[This section can be replaced with the phrase "Intentionally omitted" if the Agency will not provide any confidential information to the Contractor.]

a. 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.

b. 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.

c. 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.

d. 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.

a. 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.

b. Pre- and Post-Construction Related Work.

(1) Applicability. This subsection (b) applies if the Work includes labor performed during the design 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 section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this subsection (b) applies only to workers performing the pre-construction and post-construction work.

(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.

(3) If 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: _____

c. Maintenance of Public Facility, Plant or Structure.

(1) Applicability. This subsection (c) applies if the Work includes "maintenance" work. "Maintenance" means (a) 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, (b) 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 (c) landscape maintenance. "Maintenance" excludes (a) janitorial or custodial services of a routine, recurring or usual nature, and (b) 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 subsection (c) applies only to workers performing the "maintenance" work.

(2) Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, keeping and retention of payroll records, and other prevailing wage and related requirements as may be required by the Labor Code section 1771 and applicable state regulations. 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 section 1775, 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 Work done under this Agreement in violation of the Labor Code, and (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.

(3) If 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. ***[This paragraph may be deleted if the work is not subject to a grant or loan agreement]*** 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.

10. Indemnification.

a. 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.

b. This subsection (b) 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 Indemnatee, 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: ***[The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.]***

| <i>Type</i> | <i>Limits</i> | <i>Scope</i> |
|------------------------------|--|---|
| Commercial general liability | \$2,000,000 per occurrence & \$5,000,000 aggregate | at least as broad as ISO CG 0001 |
| Automobile liability | \$2,000,000 per accident | at least as broad as ISO CA 0001, code 1 (any auto) |
| Workers’ compensation | Statutory limits | |
| Employers’ liability | \$1,000,000 per accident | |
| Professional liability* | \$1,000,000 per claim | |

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor or attorney.

a. 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.

b. 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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: _____

Amador Water Agency, 12800 Ridge Road, Sutter Creek, CA 95685

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

20. 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: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____

[Name/Title]