

Amador Regional Sanitation Authority

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

AGENDA

MARCH 22, 2023

10:00 A.M. Meeting

117 Valley View, Sutter Creek CA 95685

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

www.cityofsuttercreek.org

1. REGULAR MEETING: CALL TO ORDER AND ESTABLISH A QUORUM –

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC FORUM

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

4. INFORMATION/CORRESPONDENCE

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

A. Engineer's Report

For information only.

5. CONSENT AGENDA

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

A. Minutes of February 22, 2023 and March 14, 2023

Recommendation: Approve Minutes of November 30, 2022

B. Approval of Warrants

Recommendation: Approve warrants.

C. System Status Report- *to be distributed at the meeting.*

Recommendation: For information only.

6. ADMINISTRATIVE AGENDA

A. Weber Ghio & Associates Engineering and Management Contract

Recommendation: Adopt Resolution 2022-23- approving a*

Professional Services contract with Weber Ghio and Associates for professional services.

B. Review of Board Meeting dates and time.

Recommendation: Consideration of ARSA Board meetings for the third Friday of the month at 10a.m beginning April 21, 2023.

7. GENERAL MANAGER'S REPORT

8. BOARD MEMBER REPORTS

9. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

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

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

10. REPORT FROM CLOSED SESSION

ADJOURN

A_{ma}dor R_{egional} S_{anitation} A_{uthority}

“Servicing Amador City, Martell, & Sutter Creek”

MINUTES FEBRUARY 22, 2023

10:00 a.m.

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

Chairman Peters called the meeting to order at 10:00 a.m.

Board members present: Peters, Swift, Bragstad, and Axe.

Board members absent: Forster

Staff present: GM Gedney, Engineer Ghio, Operator Stone, and Accounting Supervisor Steneck.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC FORUM

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

4. INFORMATION/CORRESPONDENCE

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

A. Engineer’s Report

For information only.

So noted.

5. CONSENT AGENDA

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

A. Minutes of January 18, 2023 meeting

Recommendation: Approve Minutes of January 18, 2023

Chairman Peters requested the following corrections:

Item 5D of the January 18, 2023 minutes be changed to on the third line to state “Preston” not “Henderson”. Additionally, the line about the State should indicate that they were on site “last month”.

Item 7a: The Minutes should reflect that GM Gedney was speaking of diagnosing “I and I” issues.

Item 7b: The last paragraph, “The Board directed that they would like to see Ms. Gedney continue as the General Manager.”

M/S Axe/Bragstad. Unanimous. Absent: Forster.

B. Approval of Warrants

Recommendation: Approve warrants.

M/S Swift/Axe. Unanimous. Absent: Forster.

C. System Status Report

Recommendation: For information only.

Operator Stone noted that there is a total of 230 acre feet in the system

6.

ADMINISTRATIVE AGENDA

A. Capital Improvement Program

Recommendation: Review attached capital improvement documents, hear verbal staff report, and provide staff direction.

ARSA Engineer Gary Ghio provided an overview of improvements needed for the ARSA system. There was discussion regarding costs and preferred options, noting that much of these options will be dependent on upcoming discussions with the City of Ione.

B. Henderson Underdrain Status Update

Recommendation: For information.

ARSA Engineer Gary Ghio provided an overview indicating that approval for the repair has been granted by the State Department of Dams; however, in light of the amount of water in the system, and the timing to do the repairs, the underdrain project would be difficult to complete during the summer of 2023.

The Board concurred and directed staff to put the project on hold.

7. GENERAL MANAGER'S REPORT

She had nothing to report.

8. BOARD MEMBER REPORTS

9. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

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

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

(Case No. 22-CV-12824)

10. REPORT FROM CLOSED SESSION

The Board went into Closed Session at 11:15 and came out at 11:29 with no reportable action.

ADJOURN

The meeting was adjourned at 11:30 a.m.

**MINUTES
SPECIAL MEETING OF THE BOARD OF DIRECTORS
March 14, 2023**

Present:

Robin Peters, Chairman

Richard Forster, Vice Chairman (via teleconference)

Susan Bragstad, Board Member

Jim Swift, Board Member

Frank Axe, Board Member

Staff Present:

Amy Gedney

Karen Darrow

Frank Splendorio

Remote/Teleconference location: 7677 East Princess Blvd Scottsdale, AZ 85255

1.	CALL TO ORDER AND ESTABLISH A QUORUM Meeting called to order by Chairman Peters at 2:02 P.M.
2.	PLEDGE OF ALLEGIANCE TO THE FLAG Chairman Peters led the Pledge of Allegiance.
3.	PUBLIC FORUM- None.
4.	CLOSED SESSION A. PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code Section 54957 Title: General Manager B. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6 Agency Designated Representative: ARSA General Counsel Unrepresented Employee: General Manager C. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION Pursuant to Gov. Code § 54956.9(d)(1): Amador Regional Sanitation Authority v. City of Ione, et al. (Case No. 22-CV-12824)
5.	REPORT FROM CLOSED SESSION No reportable action.
6.	ADJOURN The meeting was adjourned at 3:01 p.m.

Amador Regional Sanitation Authority (ARSA)

Item 5B

Warrant List

March 2023

Date	Name/Account	Type	Num	Amount
03/22/2023	Best Best & Krieger, LLP	Check	1720	
02/22/2023	General Legal Business	Bill	958300	1,072.70
02/22/2023	ARSA vs Ione/CDCR	Bill	958301	3,603.79
				4,676.49
03/22/2023	City of Sutter Creek	Check	1721	
03/06/2023	Contract with COSC	Bill	2023-03	20,812.75
	Overtime			3,079.80
				23,892.55
03/22/2023	Hunt & Sons, Inc.	Check	1722	
02/15/2023	Fuel	Bill	985256	390.79
02/28/2023	Fuel	Bill	5824	190.52
				581.31
03/22/2023	Weber, Ghio & Associates, Inc.	Check	1723	
02/20/2023	General Engineering	Bill	11273	46.25
02/20/2023	ARSA - CIP	Bill	11274	19,538.52
02/20/2023	Henderson Dam Repair	Bill	11275	277.50
02/20/2023	Inundatin Study - EAP	Bill	11276	1,394.91
				21,257.18

RESOLUTION 22-23-***A RESOLUTION OF THE GOVERNING BOARD OF THE AMADOR REGIONAL
SANITATION AUTHORITY APPROVING AN AGREEMENT WITH
WEBER GHIO AND ASSOCIATES FOR PROFESSIONAL SERVICES**

WHEREAS, the Amador Regional Sanitation Authority is in need for professional services for the purpose of a general manager and engineering services; and

WHEREAS, ARSA has contracted for over ten years with Weber Ghio and Associates, WGA, for engineering services; and

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

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

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

The forgoing resolution was duly passed and adopted by the Board of Directors of the Amador Regional Sanitation Authority at a meeting held on the 22nd day of March, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Robin Peters, Chairman of the Board

ATTEST:

Karen Darrow, Clerk of the Board

**AMADOR REGIONAL SANITATION AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of March 14, 2023 by and between the Amador Regional Sanitation Authority, a public agency organized and operating under the laws of the State of California (“Authority”), and Weber Ghio and Associates, a Corporation with its principal place of business at 394 E. St. Charles Street, San Andreas, CA 95249 (hereinafter referred to as “Consultant”). Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Authority is a California joint powers authority and is in need of professional services for the ongoing general management, oversight, and administration services, as well as engineering services.

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

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

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

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

2. Compensation

a. Authority shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed the following, on a time and materials basis:

General Management Services: Forty thousand dollars (\$40,000).

General Engineering Services: Forty thousand dollars, (\$40,000).

Any additional or special work shall be approved by separate Task Order or amendment to this Agreement, and approved by the ARSA Board prior to the commencement of work.

This total compensation amount shall be based upon , and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The total compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

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

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

d. Consultant's compensation and reimbursable expenses shall be paid by Authority to Consultant no more often than monthly. Such periodic payments shall be made based upon the Schedule of Charges/Payment provisions set forth in Exhibit "B." In order to receive payment, Consultant shall present to Authority an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The aggregate amount paid to Consultant shall never exceed the total compensation specified herein, which may be revised upon written amendment to this Agreement executed by the Parties. Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner. Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

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

3. Additional Services

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

b. As used herein, "additional services" mean: (1) any services which are determined by Authority to be necessary for the proper completion thereof, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as additional services in Exhibit "A" attached hereto.

Consultant shall not perform, nor be compensated for, additional services without prior written authorization from Authority and without an agreement between the Authority and Consultant as to the compensation to be paid for such additional services. Authority shall pay Consultant for any approved additional services, pursuant to the compensation provisions herein, so long as such additional services are not made necessary through the acts or omissions of Consultant.

4. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Authority.

5. Time of Performance; Term

The term of this Agreement shall be from March 14, 2023 to June 30, 2026 unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the work so as not to be the cause, in whole or in part, of delays in completion or in the achievement of any milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion within the time required by the Authority and within any completion schedules adopted. Consultant agrees to coordinate with Authority's staff, contractors and consultants in the performance of the Services, and shall be available to Authority's staff, contractors and consultants at all reasonable times.

6. Delays in Performance

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

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

7. Compliance with Law

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

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

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

8. Standard of Care

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

9. Key Personnel

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

10. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any

reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. All subconsultants, including changes in subconsultants, shall be subject to approval by Authority in its sole and reasonable discretion. Consultant shall notify Authority of the identity of all subconsultants at least fourteen (14) days prior to their commencement of work to allow Authority to review their qualifications and approve to their participation in the Authority's sole and reasonable discretion. All subconsultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law. All subconsultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the Authority in writing. Unless changes are approved in writing by the Authority, Consultant's agreements with its subconsultants shall contain a provision making them subject to all provisions in this Agreement. Consultant shall promptly obtain written Authority approval of any assignment, reassignment or replacement of such subconsultants or of other staff changes of key personnel working. As provided in the Agreement, any changes in Consultant's subconsultants and key personnel shall be subject to approval by Authority.

11. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

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

h. Qualifying Insurers

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

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

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

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

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

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

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

13. Indemnification

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts,

errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

14. California Labor Code Requirements

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

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

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

15. Verification of Employment Eligibility

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

16. Laws and Venue

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

17. Termination or Abandonment

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

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

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

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

19. Project Documents

All original field notes, written reports, drawings and specifications and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of Authority. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subconsultants, the Project Documents shall be the property of Authority whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Agreement and upon request by the Authority, the Consultant shall provide to Authority copies of all Project Documents required by Authority. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Authority upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with the opportunity to obtain the documents. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein for any purpose. Consultant shall require any and all subconsultants to agree in writing that Authority is granted a non-exclusive and perpetual license for the work of such subconsultants performed pursuant to this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold Authority harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Any use or reuse by Authority of the Project Documents on any project other than this Project without employing the services of Consultant shall be at Authority's own risk with respect to third parties. If Authority uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, officials, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

20. Records

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

21. Confidentiality

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

22. Authority's Representative

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

23. Limitation of Agreement

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

24. Notice

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

AUTHORITY:

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

CONSULTANT:

Weber Ghio and Associates
394 E. St. Charles Street
San Andreas, CA 95249

and shall be effective upon receipt thereof.

25. Third Party Rights

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

26. Equal Opportunity Employment

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

27. Labor Certification

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

28. Entire Agreement

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

29. Severability

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

30. Successors and Assigns

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

31. Non-Waiver

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

32. Time of Essence

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

33. Authority's Right to Employ Other Consultants

Authority reserves its right to employ other consultants in connection with the Services contemplated herein.

34. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

AMADOR REGIONAL SANITATION
AUTHORITY

WEBER GHIO and ASSOCIATES

By: _____
Robin Peters
Chairman

By:
Matt Ospital, President
Its:

Printed Name: _____

ATTEST:

By:
Karen Darrow
Board Secretary

EXHIBIT “A”

Scope of Services

General Manager Services

Under administrative direction of the ARSA Board of Directors, the General Manager is in charge of the administrative, engineering, operations, and financial activities of the District; represent the Board's policies and programs with community organizations, and the general public; review budget requests and make recommendations to the Board on final expenditure levels; responsible for maintenance and improvement of ARSA facilities and services; and perform other related duties as required, assigned, reasonably necessary, or advisable. Interact with county/state/federal agencies to achieve ARSA's objectives. The General Manager services contemplated hereunder shall be construed broadly as such services represent and encompass any and all chief executive services for the Authority.

General Engineering

Professional civil engineering work related to the planning, design, construction and maintenance of ARSA facilities and ARSA's unique capital improvement projects, and other engineering-related services as assigned, required, or necessary.

EXHIBIT “B”

Schedule of Charges/Payments

Effective January 2023

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

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

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

* Prevailing Wage: Group 2

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

LARGE FORMAT PRINT SCHEDULE

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

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