

**AMADOR COUNTY BOARD OF SUPERVISORS**  
**COUNTY ADMINISTRATION CENTER**  
**BOARD OF SUPERVISORS CHAMBERS**  
**810 Court Street**  
**Jackson, CA 95642**

**Please Note: All Board of Supervisors meetings are tape-recorded.**

**Anyone who wishes to address the Board must speak from the podium and should print their name on the Board Meeting Speaker list, which is located on the podium. The Clerk will collect the list at the end of the meeting.**

**REGULAR SESSION ADDENDUM**

**DATE:** Tuesday, December 17, 2019  
**TIME:** 9:00 AM  
**LOCATION:** COUNTY ADMINISTRATION CENTER  
BOARD OF SUPERVISORS CHAMBERS  
810 Court Street  
Jackson, CA 95642

**1. ADDENDUM #1**

- 1.a. Discussion and possible action regarding an Amendment to the sub-recipient agreement between Amador Water Agency and the County of Amador  
Suggested Action: Pleasure of the Board  
[AWA Sub-Recipient Agreement Memo 12.13.19.pdf](#)  
[AWA Signed Amendment #1 to the Subrecipient Agreement 12.13.19.pdf](#)

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: December 17, 2019

## **SUBJECT**

Discussion and possible action regarding an Amendment to the sub-recipient agreement between Amador Water Agency and the County of Amador

## **Recommendation:**

Pleasure of the Board

## **4/5 vote required:**

No

## **Distribution Instructions:**

File, Jon Hopkins/GSA

## **ATTACHMENTS**

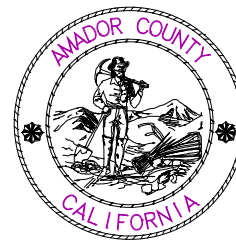
- [AWA Sub-Recipient Agreement Memo 12.13.19.pdf](#)
- [AWA Signed Amendment #1 to the Subrecipient Agreement 12.13.19.pdf](#)

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@amadorgov.org](mailto:jhopkins@amadorgov.org)



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** December 13, 2019

**SUBJECT:** Amendment #1 to the sub-recipient agreement between AWA and the County

**Background:** On November 18, 2017, the County and Amador Water Agency (AWA) entered into a sub-recipient agreement for the Pioneer Water Rehabilitation Project (Project), Phase II pending a grant award from the State Community Development Block Grant Program (CDBG). On October 2, 2018, the County was awarded \$4,991,321.00 for the Project. The Project consists of replacing an existing undersized pipeline with a new 12-inch pipeline in order to increase fire flow and improve the distribution system reliability in the Tank A system of the Central Amador Water Project (CAWP). As the award recipient, the County will provide the general administration of the grant with the AWA, as the sub-recipient, handling the design and construction of the Project.

**Subject or Key Issue:** Amendment #1 to the sub-recipient agreement between AWA and the County.

**Analysis:** CDBG grant award for the Project was issued on October 2, 2018 with all grant funds to be expended and reimbursements submitted by July 31, 2021. However, the Project remained inactive for over 8 months with the Environmental and General Conditions Clearance expected in December 2019 leaving AWA 22 months for design, construction, to pay the retention and all final invoices by July 31, 2021. Due to these delays, staff and the CAO have met with AWA to amend the sub-recipient agreement to provide protections for the County should AWA fail to meet the obligations or time frame stipulated the grant.

**Alternatives:** N/A

**Fiscal or Staffing Impacts:** N/A

**4/5ths vote:** N/A

**Recommendation(s):** Approve Amendment #1 to the sub-recipient agreement between AWA and the County.

**Attachments:** Amendment #1

c: Chuck Iley, CAO  
Greg Gillott, County Counsel  
Kim Holland, Senior Administrative Analyst  
file

**AMENDMENT #1**  
**to the**  
**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF AMADOR AND**  
**THE AMADOR WATER AGENCY**  
**FOR PIONEER WATER REHABILITATION PROJECT PHASE II**  
**COMMUNITY DEVELOPMENT BLOCK GRANT #17-CDBG-11991**

THIS AMENDMENT #1 (“Amendment #1”) to the Agreement referenced below, between the County of Amador, political subdivision of the State of California, (“Grantee”) and the Amador Water Agency (“Subrecipient”), is made this \_\_\_ day of December, 2019:

WHEREAS, on November 14, 2017, the Grantee and Subrecipient entered into an agreement for the Pioneer Water Rehabilitation Project Phase II (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to incorporate a revised scope of services, budget, timeline and update the Community Development Block Grant overlay requirements.

NOW THEREFORE BE IT RESOLVED THAT THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section I, Subsection (F) of the Agreement is added to read as follows:

“F. Additional Services

Subrecipient shall provide services as detailed in revised Exhibit A to this Amendment #1, attached hereto and incorporated herein by reference and shall complete the work on the Project in accordance with the schedule on Exhibit B to this Amendment # 1, attached hereto and incorporated herein.”

2. Section I, Subsection G of the Agreement is added to read as follows:

“E. Liability for Ineligible Costs; Obligation to Complete Project

Any costs that are determined to be ineligible by the State Department of Housing and Community Development, either because they are incurred past the July 31, 2021 expenditure deadline in the Grant Agreement #17-CDBG-11991 or by any other cause, shall be the sole responsibility of Subrecipient. Should funds have been advanced to Subrecipient for ineligible costs, Subrecipient shall repay the County within 60 days, unless otherwise agreed in writing between the parties.

Should the project extend beyond the expenditure deadline, Subrecipient remains obligated to complete the project using Subrecipient’s own resources no later than 12/31/21.”

3. Section III of the Agreement, Budget, is revised to read as follows:

“The budget shall be decreased and revised as specified in Exhibit C, attached to this Amendment #1 and incorporated herein by reference. Expenditures must be completed and final invoices must be submitted to the County no later than two weeks prior to the July 31, 2021 expenditure deadline in the State/County Agreement by which these activities are funded, unless another date is authorized by the County in writing. This requirement applies to all activities funded under this subrecipient agreement.


4. The Subrecipient acknowledges and agrees that it will comply with all requirements of State/County Agreement #17-CDBG-11991, incorporated herein by reference, as well as the following provisions:
    - a. The Subrecipient agrees to:
      - 1) Perform the work in accordance with all applicable federal, State and local requirements including housing and building codes, such as environmental, building, planning, zoning, health and safety, relocation labor, fair employment, and historic preservation;
      - 2) Comply with the federal and State requirements included in Exhibit "D" of the State Agreement;
      - 3) Where applicable, maintain at least the minimum State required worker's compensation insurance for those employees who will perform all or any part of the Community Development Block Grant funded work;
      - 4) Maintain, if legally required, unemployment insurance, disability insurance and liability insurance reasonable to compensate for inquiries or damages related to the activities of this contract;
      - 5) Keep all program records for at least five years after the contract and any and all amendments expire and both HUD and the State Department of Housing and community Development (HCD) have closed the grant.
      - 6) Allow the County, HCD, HUD or other State or federal agencies to access all relevant records for grant monitoring or auditing purposes.
      - 7) Comply with the Child Support Compliance Act (Chapter 8 commencing with Section 5200 of Part 5 of Division 9 of the Family Code)
      - 8) Comply with State Department of Housing and Community Development requirements pertaining to patent rights, copyrights and rights in data.
    - b. COUNTY agrees to monitor Subrecipient for compliance with State Grant Agreement.
5. All other terms and conditions of the Agreement remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereon have executed this Amendment #1 as of the date written above.

Subrecipient:

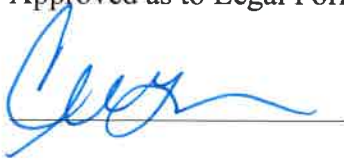
Grantee:

By   
 Rich Farrington  
 President  
 Amador Water Agency Board of Directors

By \_\_\_\_\_  
 Brian Oneto  
 Chairman  
 Amador County Board of Supervisors

Approved as to Legal Form

Approved as to Legal Form

  
 \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
**Amendment 1**

**SCOPE OF WORK**

**Project Oversight**

1. Conduct procurement for subcontractors in accordance with CDBG requirements including preparation of Requests for Proposals/Qualifications, solicitation of qualified bidders, advertisements, etc.
2. Prepare contracts for subcontractors in accordance with CDBG requirements.
3. Maintain project fiscal records related to CDBG and match expenditures. Supply financial information to County as requested.
4. Prepare program records for monitoring by State representatives, conduct site visits, respond to comments and correct any findings required by the Department of Housing and Community Development.
5. Ensure that any leverage/cash match requirements are met.
6. Submit a monthly progress report to County detailing work completed on the project, compliance with Exhibit C "timeline" and any environmental mitigations.

**Project Construction**

1. Prepare and advertise solicitation for bids.
2. Prepare, print and provide contractors and builders exchanges with bid documents.
3. Conduct pre-bid conference.
4. Open and tabulate bids.
5. Review bids and make recommendation for award.
6. Ensure that minimum bonding and insurance requirements have been met.
7. Issue Notice of Contract Award to contractor.
8. Execute construction contract.
9. Hold pre-construction conference.
10. Obtain insurance certifications from contractor and all subcontractors.

11. Issue Notice to Proceed to contractor.
12. Review contractor's payment requests.
13. Review and approve change orders.
14. Prepare and file Notice of Completion.



**EXHIBIT B**  
**Amendment 1**

**TIME LINE**

Design	January-March 2020
Project out to bid	April 2020
Receive bids	May 2020
Begin construction	June 2020
Complete construction	December 2020
File Notice of Completion	February 2021
Pay retention	March 2021
Submit final billing to County	April 2021
County pays final claims	July 2021

### EXHIBIT C - BUDGET

DATE	JURISDICTION NAME	PROJECT #	PROJECT OR PLANNING TITLE
11/20/2019	Amador Water Agency	140170	Pioneer Water Rehabilitation Project PH2

#	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Demobilization	1	LS	\$ 200,000	\$ 200,000
2	Bonds and Insurance	1	LS	\$ 50,000	\$ 50,000
3	Construction Staking	1	LS	\$ 15,000	\$ 15,000
4	Potholing	1	LS	\$ 60,000	\$ 60,000
5	12" DIP	9600	LF	\$ 145	\$ 1,392,000
6	12" Butterfly Valves	15	EA	\$ 3,500	\$ 52,500
7	2" CAV	6	EA	\$ 5,000	\$ 30,000
8	Fire Hydrant	20	EA	\$ 10,000	\$ 200,000
9	Aggregate Base (5" thick, 12' lane)	4200	TON	\$ 100	\$ 420,000
10	Asphalt Concrete (2" thick, 12' lane)	2300	TON	\$ 300	\$ 690,000
11	Traffic Control	1	LS	\$ 120,000	\$ 120,000
12	North Cedar Heights PRV Station	1	LS	\$ 75,000	\$ 75,000
13	Distribution Connections	10	LS	\$ 15,000	\$ 150,000
14	Connection to Tank A	1	LS	\$ 25,000	\$ 25,000
15	Erosion Control and SWPP	1	LS	\$ 20,000	\$ 20,000
16	Environmental Mitigation	1	LS	\$ 5,000	\$ 5,000
17	Miscellaneous Work	1	LS	\$ 20,000	\$ 20,000
				Subtotal	\$ 3,524,500

#	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate Total
1	Engineering	1	LS	\$ 379,500	\$ 379,500
2	Geotechnical Report	1	LS	\$ 45,000	\$ 45,000
3	Design Survey	1	LS	\$ 27,500	\$ 27,500
4	Encroachment Permits & ACPW Review	1	LS	\$ 625	\$ 625
5	Geotechnical Field Work	1	LS	\$ 30,000	\$ 30,000
6	Agency Potholing	1	LS	\$ 65,000	\$ 65,000
7	Construction Management	1	LS	\$ 250,000	\$ 250,000
8	Agency Inspection	1500	HR	\$ 50	\$ 75,000
				Subtotal	\$ 872,625

Total	\$	4,397,125
10% Contingency	\$	439,713
<b>Grand Total</b>	<b>\$</b>	<b>4,836,838</b>